

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, July 15, 2024 at 6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

PRESENTATION: Police Promotion - Corporal John Erdlitz

PUBLIC HEARING: Bertolla Properties, LLC YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni Pre-Zoning Amendment located Southeast of the intersection of Milton Jones Road and Alabama Highway 181.

PUBLIC HEARING: Bertolla Properties, LLC YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni Annexation Petition.

PUBLIC HEARING: 68V Baldwin Land Holdings, LLC Pre-Zoning Amendment located North of the intersection of County Road 64 and Montelucia Way.

PUBLIC HEARING: 68V Baldwin Land Holdings, LLC Annexation Petition located North of the intersection of County Road 64 and Montelucia Way.

3. APPROVE MINUTES: July 1, 2024 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Phillips

B. BUILDINGS & PROPERTY COMMITTEE – Goodlin

Review the minutes from the June 10th meeting and the June 2024 new Construction and Building Reports.

Certificates of Occupancy: 43 Permits Issues: 237 New Residential Home Permits: 8
Total Fees: \$60,811.91

MOTION to reclassify the Library Technical Operations Coordinator, Grade 20, to the Circulation Supervisor, Grade 19.

C. PUBLIC SAFETY COMMITTEE – Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Scott

Review the minutes from the June 3rd meeting.

E. PUBLIC WORKS COMMITTEE – Conaway

MOTION to reappoint Noel Yoho to the Environmental Advisory Committee for a two-year term until July 2026.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones

B. DAPHNE PUBLIC SCHOOL COMMISSION – Conaway

City Council Agenda – July 15, 2024

- C. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway**
- D. INDUSTRIAL DEVELOPMENT BOARD – Scott**
- E. LIBRARY BOARD – Goodlin**
- F. PLANNING COMMISSION – Olen**
Review the minutes from the June 28th meeting.
- G. RECREATION BOARD – Hughes**
Review the minutes from the June meeting.
- H. UTILITY BOARD – Coleman**
Review the minutes from the May 29th 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 020 – Restaurant Retail Liquor for JML Holdings LLC dba Whiskey Bay Bar and Grill located at 28975 US Highway 98, Daphne.

MOTION to approve the Back to School Bash on August 23, 2024 from 5:00 – 8:00pm at Joe Louis Patrick Park.

MOTION to approve the Daphne Annual Witches’ Ride on October 27, 2024 from 4:00 – 5:00pm in Olde Towne Daphne.

MOTION to approve the publication and set a public hearing on August 19, 2024 for the John Tolbert Zoning Amendment located Southeast of Main Street and Adams Avenue.

MOTION to approve the publication and set a public hearing on August 19, 2024 for the City of Daphne Proposed Redistricting.

11. RESOLUTIONS:

12. 2nd READ ORDINANCES:

2024 - 21 – Ordinance Amending the City of Daphne’s Garbage Collection Ordinance 2017-59, as Codified in Chapter 12, Article III, Daphne Code of Ordinances, and Repealing and Replacing Ordinance 2020-21, an Ordinance Addressing Solid Waste Enterprise Fund Losses

2024 – 22 – Animal Control Ordinance

2024 – 23 – Ordinance Granting a Non-Exclusive Authorization to Southern Light, LLC for the Purpose of Constructing and Maintaining a Fiber-Optic Transmission Line within the Public Rights-of-Way in the City of Daphne, Alabama for the Provision of Broadband Services

City Council Agenda – July 15, 2024

2024 – 24 – Ordinance Granting a Non-Exclusive Authorizing to Uniti Fiber GulfCo, LLC for the Purpose of Constructing and Maintaining a Fiber-Optic Transmission Line within the Public Rights-of-Way in the City of Daphne, Alabama for the Provision of Broadband Services

13. 1st READ ORDINANCES:

2024 – 25 – Ordinance to Pre-Zone Property Located Southeast of the intersection of Milton Jones Road and Alabama Highway 181 – Bertolla Properties, LLC YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni

2024 – 26 – Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne – Property Located Southeast of the intersection of Milton Jones Road and Alabama Highway 181 – Bertolla Properties, LLC YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni

2024 – 27 – Ordinance to Pre-Zone Property Located North of the intersection of County Road 64 and Montelucia Way – 68V Baldwin Land Holdings, LLC

2024 – 28 – Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne – Property Located North of the intersection of County Road 64 and Montelucia Way – 68V Baldwin Land Holdings, LLC

14. COUNCIL COMMENTS

15. ADJOURN



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: May 28, 2024

TO: Office of the City Clerk

FROM: Adrienne Jones, AICP, Director of Community Development 

SUBJECT: Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni Pre-Zoning Amendment

PRESENT ZONING: RSF-E, Residential Single Family Estate, RSF-3, Residential Single Family, and B-3, General Business, Baldwin County District 15

PROPOSED PRE-ZONING: PUD, Planned Unit Development

LOCATION: Southeast of the intersection of Milton Jones Road and Alabama Highway 181

RECOMMENDATION: At the May 23, 2024 regular meeting of the City of Daphne Planning Commission, eight members were present, and the motion carried for a favorable recommendation for the above captioned pre-zoning amendment.

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

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

Thank you,
ADJ/jv

BERTOLLA LLC, YOTA LLC, BONI & BONI PRE-ZONING REQUEST





BERTOLLA LLC, YOTA LLC, BONI & BONI Prezoning Amendment

Zoning Classification:

RSF-E, Residential Single Family Estate and RSF-3, Residential Single Family District in Baldwin County District 15 Planning Area

Existing Utility Service Providers:

Daphne Utilities, Riviera Utilities, AT&T, Belforest Water, Baldwin County Sewer, Fairhope Gas

Affected City Service Providers:

Fire Station 3, Police Beat 3, Public Works

Council District: 4

Surrounding Zonings/Uses:

- **North**-B-3, General Business, RSF-E, Residential Single Family Estate
- **South**-RSF-2, Residential Single Family District
- **East**-RSF-2, Residential Single Family District, and RSF-E, Residential Single Family Estate
- **West**-RSF-E, Residential Single Family Estate, RA, Rural Residential, M-1, Light Industrial, B-3, General Business

Proposed Zoning: PUD,
Planned Unit Development

Development Concept:
Mixed Use

Comprehensive Plan Placetype:
Multiple types (see report details)

Existing Conditions:
175.21 acres rural agriculture

Staff Recommendation to PC:
Favorable

Planning Commission Recommendation Favorable
with conditions (see report)



Owners
Sharon and John Christopher Boni
1365 Orchard Dr
New Kensington, PA 15068

Thelma Marie Boni (Trustee)
28170 Co Rd 13
Daphne, AL 36526

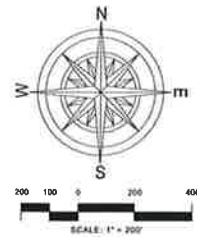
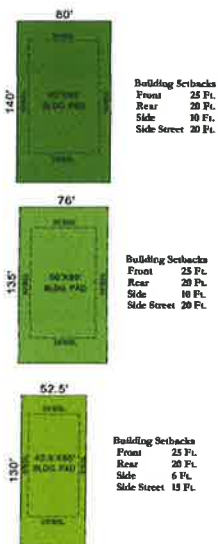
Bertolla Properties LLC
PO Box 1527
Daphne, AL 36526

YOTA Properties, LLC
28607 Co Rd 65
Loxley, AL 36551

Developer
68 Ventures
707 Belrose Avenue
Daphne, AL 36526

Engineer/Surveyor
S.E. Civil Engineering & Surveying
9969 Windmill Road
Fairhope, AL 36532
Larry Smith, PE Lic 26348
David Diehl, PLS Lic 26014

NOTE: The location of the proposed roundabout will be established during the master plan review process.



IRON GATE

DAPHNE

A Planned Unit Development

TOTAL AREA	175.21 Acres
Current Zoning	RSF-S, RSF-E & B3 (Baldwin County)
Proposed Zoning	P.U.D. (Daphne)
Commercial Area B-2	70.05 Ac
Residential Area	102.90 Ac
The Preserve	253
52'x130's	160
76'x135's	14
80'x140's	20
TOTAL	447
Residential Density	4.96 / Ac
Open Space (Res)	21.73 Ac (21%)
Impervious Area	30.3 Acres (30%)

Residential Parking

The Enclave	278
2 Sp / unit	52
Additional	
The Collages	110
2 Sp / unit	41
Additional	
The Preserve	506
2 Sp / unit	66
Additional	
Total Parking	1033

Handicap Parking is provided for each Phase and Building Type based on current Daphne Land Use Ordinance

Utility Providers

Water	Belforest Water
Sewer	Baldwin County Sewer
Power	Rivers
Telephone	AT&T

Building Data

Type	Max. Bldg. Ht.	Max. Stories	Max. Coverage
Single Family	35 Ft.	2-1/2	35% (Lot)
Big House	40 Ft.	2-1/2	30% (Site)
Stak House	40 Ft.	2-1/2	30% (Site)

Landscaping

Detailed Landscaping Plans will be provided for each Plat and Site Plan submitted for approval in accordance with Article 19 of the Daphne Land Use Development Ordinance.



PROPOSAL:

The applicant proposes to pre-zone the subject property to Planned Unit Development in order to develop a mixed use project.

Envision Daphne 2042 Comprehensive Plan

In summary, the proposed pre-zoning request for a PUD is considered to be compatible with the Envision Daphne 2042 comprehensive plan.

- The comprehensive plan designates the subject properties as Suburban Corridor, Mixed Use Corridor, Suburban Neighborhood, and Neighborhood Center placetypes.
- The proposed land uses would be considered compatible with the general vicinity.
- The primary planned land uses in the Suburban Corridor placetype are commercial and office uses. The secondary land uses in the Suburban Corridor are institutional, assembly, and single-family attached residential.
- The primary planned land uses in the Mixed Use Corridor placetype are mixed use and commercial/office uses. The secondary land uses are institutional, and single-family attached residential.
- The primary planned land uses in the Neighborhood Center placetype are commercial/office and/or mixed use. The secondary land uses are institutional, assembly and/single family attached residential.
- The primary planned land uses in the Suburban Neighborhood placetype are single family detached residential. The secondary land uses are institutional and assembly.
- The proposed PUD rezoning is consistent with the placetype designations of the Future Land Use Map, with one exception: the proposed multi-family dwellings located east of Ms. D's restaurant are not listed as a primary or secondary use in the Suburban Neighborhood placetype.

STAFF RECOMMENDATION:

Overall, staff is in favor of the proposed PUD in terms of proposed layout, amenities, public benefits, and mix of residential land uses. Although one portion of the plan is inconsistent with the Envision Daphne 2042 comprehensive plan, staff recommends that a favorable recommendation to City Council move forward.

The Planning Commission will be presented an amendment to the comprehensive plan for that particular portion in June. It will be a request to amend a portion of the site from Suburban Neighborhood to Traditional Neighborhood Development.

PLANNING COMMISSION RECOMMENDATION:

Approved a motion to set forth a favorable recommendation to City Council to prezone the subject property to Planned Unit Development with conditions to include the items agreed upon by the Planning Commission and the developer:

- 1) Item XI. Commercial to Commercial Connectivity – If the commercial parcel is to be developed for different uses and development types in the future, or subdivided, connectivity between parcels will be provided through reasonable means and connections.
- 2) XV. Commercial land uses shall be consistent with the B-2, General Business, district or Mixed Use district as provided in the City of Daphne Land Use & Development Ordinance with latest codifications dated through 01/12/24 except that the following uses shall not be permissible in the Iron Gate PUD:...
- 3) The Iron Gate conceptual plan shall be updated to note that the location of the proposed roundabout will be established during the master plan review process.

As of 05/29/24 all conditions outlined by the Planning Commission have been satisfied. All documents regarding the Iron Gate PUD have been updated to meet the conditions outlined by the Commission.

Excerpt from Envision Daphne 2042 Maps



Map 4-6 Suburban Neighborhoods



Map 4-10 Neighborhood Center

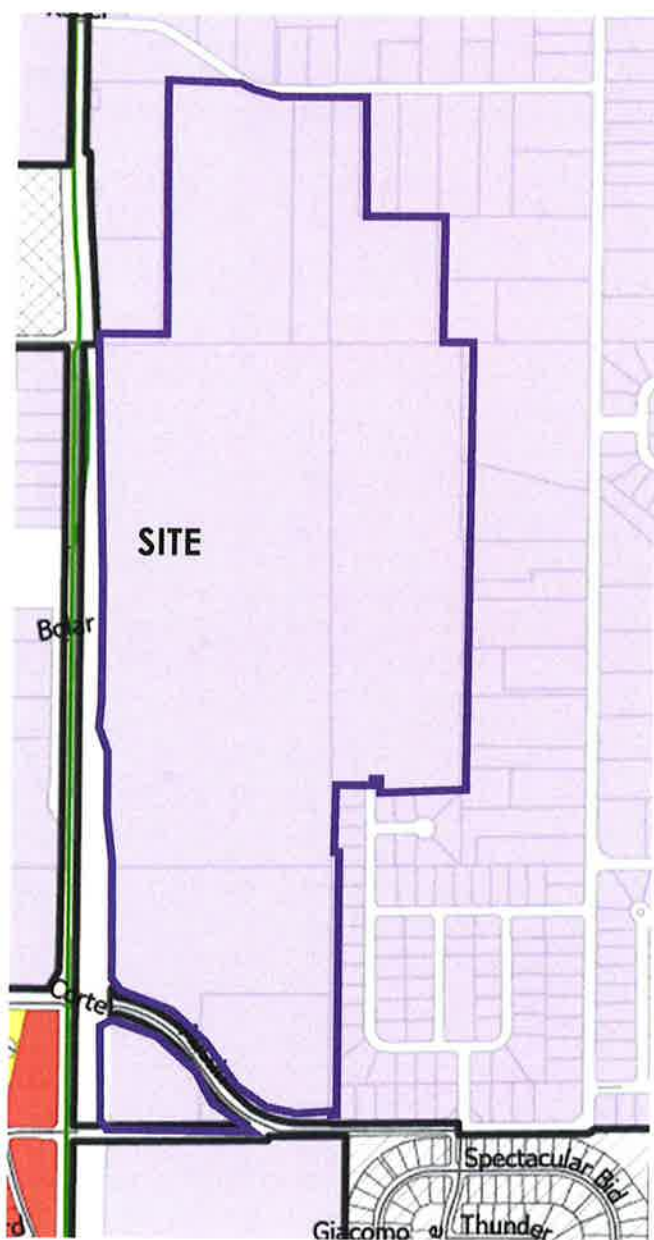


Map 4-16 Mixed-Use Corridor



Map 4-12 Suburban Corridor

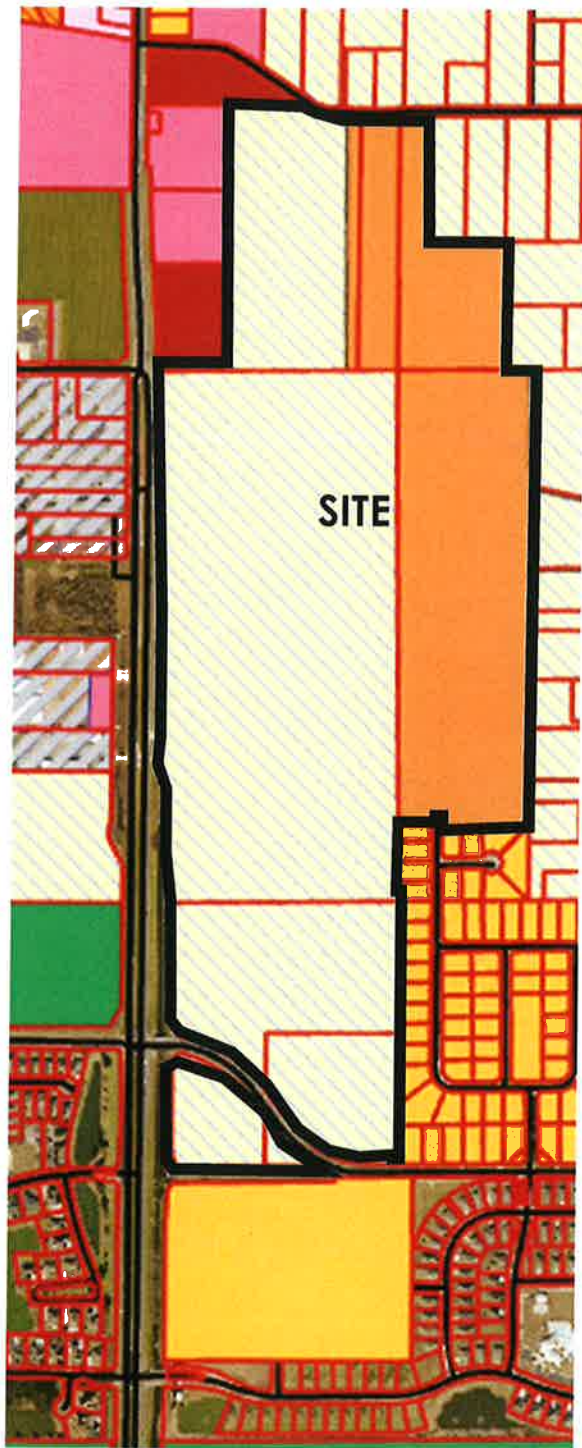
Excerpt from Daphne Zoning Map



Zoning Key

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

Excerpt from County's Online map



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

COMMUNITY DEVELOPMENT



March 15, 2024

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni containing 175.21 acres +/- located southeast of the intersection of Alabama Highway 181 and Milton Jones Road 13 zoned RSF-E, Residential Single Family Estate, RSF-3, Residential Single Family, and B-3, General Business, Baldwin County District 15, to be pre-zoned to PUD, Planned Unit Development. A petition to annex said property has also been submitted.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, March 20, 2024 at 8:30 a.m. in the Council Chambers of City Hall. The public is invited to attend: limited participation may be allowed by the chairman.

The public hearing will be held by the Daphne Planning Commission on Thursday, March 28, 2024 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, or by representation.

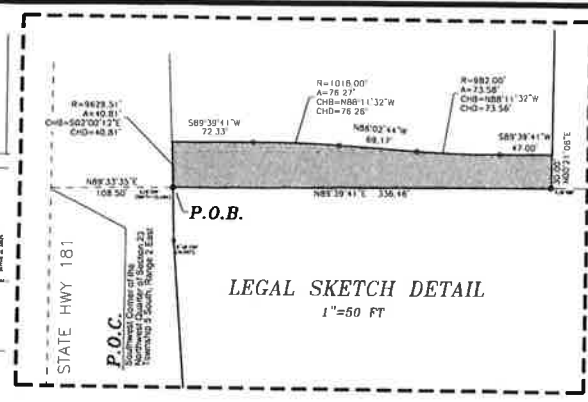
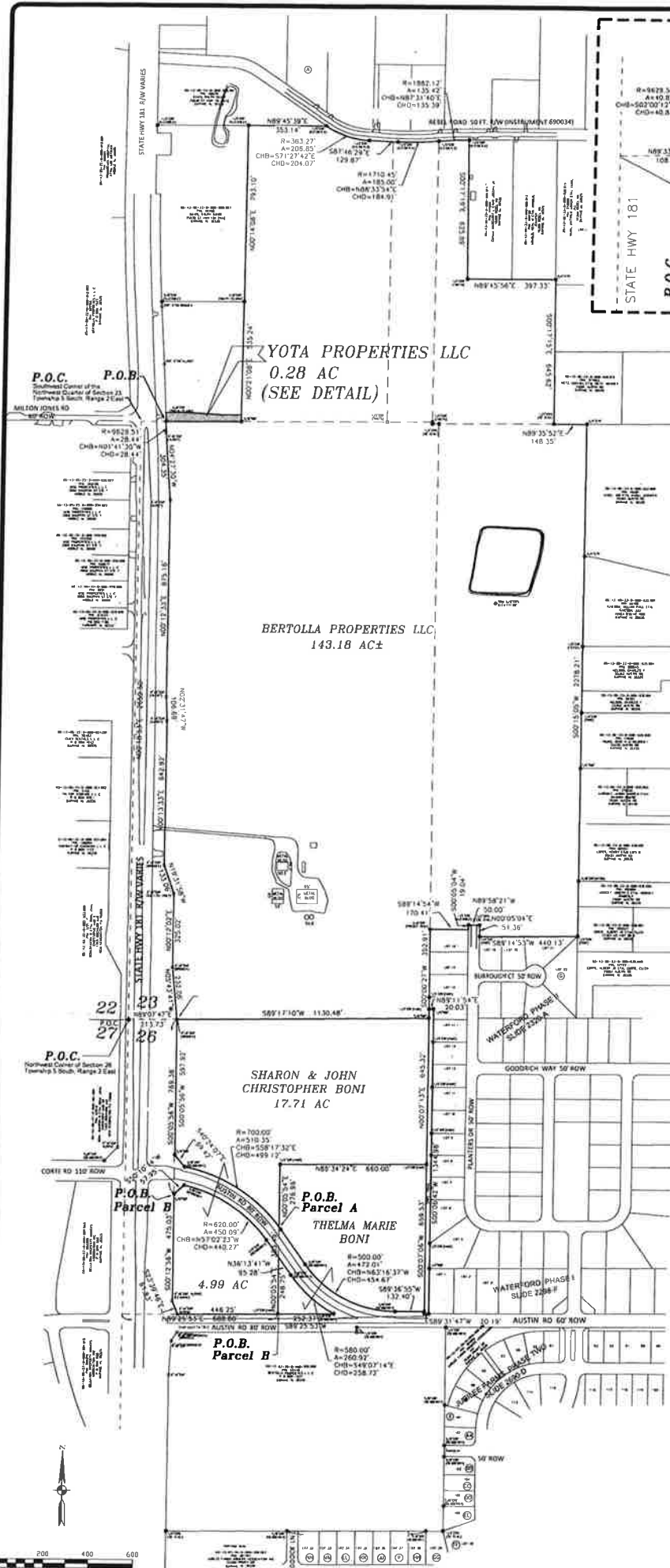
Sincerely,
Adrienne D. Jones, AICP,
Director of Community Development

Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni Pre-Zoning Amendment

Irongate - Adjacent Property Owners

Parcel Number	Pin	Blank	Owner Name	Address	City	State	Zip
05-43-06-23-0-000-035.003	378346	.	ALBRIGHT, JASON ANDREW ETUX AMANDA BOURB AND ON	25163 AUSTIN RD	DAPHNE	AL	36526
05-43-06-23-0-000-033.006	295287	.	BAILEY, MATTHEW M ETAL BAILEY, ALEXANDRA AND S	10327 BURROUGH CT	DAPHNE	AL	36526
05-43-05-22-0-000-023.000	3721	.	BALDWIN COUNTY BOARD OF EDUCAT ION	2600 HAND AVE N	BAY MINETTE	AL	36507
05-43-08-27-0-000-001.000	62518	.	BALDWIN COUNTY BOARD OF EDUCAT ION	2600 HAND AVE N	BAY MINETTE	AL	36507
05-43-08-27-0-000-004.010	284216	.	BELLATON PROPERTY OWNERS ASSOCIATION INC	P O BOX 668	DAPHNE	AL	36526
05-43-05-22-0-000-012.002	371166	.	BERTOLLA PROPERTIES L L C	PO BOX 1527	DAPHNE	AL	36526
05-43-07-26-0-000-005.000	3718	.	BONI, SHARON O ETAL BONI, JOHN CHRISTOPH AND ER	1365 ORCHARD AVE	NEW KENSINGTON	PA	15068
05-43-07-26-0-000-005.001	256935	.	BONI, THELMA MARIE AS PERSONAL REPRESENT AND ATIVE OF THE ES	25170 CO RD 13	DAPHNE	AL	36526
05-43-06-23-0-000-026.008	104167	.	CLEWORTH, DARYL W ETAL CLEWORTH, TINA M	25575 AUSTIN RD	DAPHNE	AL	36526
05-43-06-23-0-000-026.017	620814	.	CORTE STEPHANIE NELSON	24001 STATE HIGHWAY 181	DAPHNE	AL	36526
05-43-06-23-0-000-036.004	285527	.	CORTE, ALBERT JR ETUX ELLEN	27367 US HWY 98 N	DAPHNE	AL	36526
05-43-07-26-0-000-004.036	295243	.	CUNNINGHAM, MAKENZIE K ETAL CUNNINGHAM, AND TRAVEIS M	24941 PLANTERS DR	DAPHNE	AL	36526
05-43-05-22-0-000-024.001	58483	.	CUNY RENTALS L L C	P O BOX 1643	DAPHNE	AL	36526
05-43-06-23-0-000-026.007	99206	.	DAVIS, RALPH DAVID	25630 ST HWY 181 (MA)	DAPHNE	AL	36526
05-43-06-23-0-000-033.008	295289	.	DONALDSON, WAYNE J ETAL DONALDSON, NAOMI AND R	10337 BURROUGH CT	DAPHNE	AL	36526
05-43-07-26-0-000-004.003	295196	.	DOSS, MICHAEL ETAL DOSS, KERRI D	24523 AUSTIN RD	DAPHNE	AL	36526
05-43-07-26-0-000-004.033	295240	.	DUNN, RONALD NEIL	24899 PLANTERS DR	DAPHNE	AL	36526
05-43-06-23-0-000-020.002	68760	.	GARRETT, JAMES HEYWARD ETAL GARRETT, LEE AND ANN	10215 REBEL ROAD	DAPHNE	AL	36526
05-43-06-23-0-000-033.003	295284	.	GLOVER DANIEL FOSTER AND GLOVER EMMA ADAMS	25029 PLANTERS DR	DAPHNE	AL	36526
05-43-07-26-0-000-004.035	295242	.	HARMON, MARGARET S	24921 PLANTERS DR	DAPHNE	AL	36526
05-43-06-23-0-000-020.001	32747	.	HAYES, ELIZABETH ALICE	10225 REBEL RD	DAPHNE	AL	36526
05-43-06-23-0-000-026.012	108159	.	HENSLEY TYLER W AND HENSLEY KELLY B	10300 REBEL RD	DAPHNE	AL	36526
05-43-05-22-0-000-024.004	108094	.	HIGHWAY 181 CARWASH L L C	P O BOX 1122	DAPHNE	AL	36526
05-43-07-26-0-000-004.032	295239	.	HIRST, CHRISTOPHER B	24881 PLANTERS DR	DAPHNE	AL	36526
05-43-07-26-0-000-004.037	295244	.	IVY, MARQUES ETAL IVY, MEREDITH	24971 PLANTERS DR	DAPHNE	AL	36526
05-43-07-26-0-000-004.030	295237	.	JONES RONALD J JR	24841 PLANTERS DR	DAPHNE	AL	36526
05-43-07-26-0-000-004.031	295238	.	JONES, ADRIENNE ETAL JONES, TIMOTHY	24861 PLANTERS DR	DAPHNE	AL	36526
05-43-06-23-0-000-032.001	84108	.	JORDAN JOE C	15 S REED AVE	MOBILE	AL	36604
05-43-06-23-0-000-033.004	295285	.	KING, DENISE M	25049 PLANTERS DR	DAPHNE	AL	36526
05-43-06-23-0-000-036.001	80583	.	LOPER, HENRY ETUX LOIS D	25151 AUSTIN RD	DAPHNE	AL	36526
05-43-06-23-0-000-015.004	80697	.	MACHHOLZ, FREDERICK C III ETAL HARVEY, B AND OBBI JO	10135 REBEL RD	DAPHNE	AL	36526
05-43-06-23-0-000-032.000	40381	.	MAGLI, WIB ETAL MAGLI, JENNIFER	25465 AUSTIN RD	DAPHNE	AL	36526
05-43-06-23-0-000-033.005	295286	.	MCCORMICK, MATTHEW ETAL MCCORMICK, SHEL AND A	10297 BURROUGH CT	DAPHNE	AL	36526
05-43-06-23-0-000-026.016	317093	.	METZ, MICHAEL ETAL METZ, AMANDA	25501 AUSTIN RD	DAPHNE	AL	36526
05-43-06-23-0-000-020.003	78744	.	MOULTHROP, CHARLES ROBERT ETUX APIWAN	5399 WOODLAKE TRACE	GULF BREEZE	FL	32563
05-43-06-23-0-000-035.001	56351	.	NELSON, CHARLES T AS TRUSTEE OF THE CHARLES T NELSON TRUST	25303 AUSTIN RD	DAPHNE	AL	36526
05-43-06-23-0-000-033.002	295283	.	ROSS, BRYAN D ETAL ROSS, KELLY E	25007 PLANTERS DR	DAPHNE	AL	36526
05-43-06-23-0-000-015.003	80705	.	SANDERS, PHILLIPS WAYNE & BARBARA E	10175 REBEL RD	DAPHNE	AL	36526
05-43-06-23-0-000-026.014	114925	.	SCHUUR WARREN CRAWFORD CJ III	10286 REBEL RD	DAPHNE	AL	36526
05-43-06-23-0-000-033.007	295288	.	SEAHORN, JASON ETAL SEAHORN, LEIGH ANNE	10335 BURROUGH CT	DAPHNE	AL	36526
05-43-07-26-0-000-004.029	295236	.	SIMONTON, SCOTT KACY ETAL SIMONTON, ANGE AND LIA CHRISTINE	24825 PLANTERS DR	DAPHNE	AL	36526
05-43-07-26-0-000-004.034	295241	.	STANTON, JOHN IV ETAL STANTON, SARAH	24917 PLANTERS DR	DAPHNE	AL	36526
05-43-06-23-0-000-021.000	18313	.	TAYLOR, WILLIAM PERRY ETUX WANDA SMITH	10295 REBEL RD	DAPHNE	AL	36526
05-43-05-22-0-000-024.002	5165	.	TIN TOP STORAGE L L C	PO BOX 820	DAPHNE	AL	36526
05-43-06-23-0-000-036.005	285684	.	VOSICKY, JOSEPH E ETAL VOSICKY, KIMBERLY AND V	25091 AUSTIN RD	DAPHNE	AL	36526
05-43-07-26-0-000-004.028	295235	.	WALTERS, WILLIAM R	24815 PLANTERS DR	DAPHNE	AL	36526
05-43-06-23-0-000-033.001	295282	.	WINANS, CHARLES B ETAL MERCADANTE, KAREN AND M	24991 PLANTERS DR	DAPHNE	AL	36526
05-43-05-22-0-000-020.007	265196	.	WISE PROPERTIES L L C	2866 DAUPHIN ST STE Y	MOBILE	AL	36606
05-43-06-23-0-000-026.015	216859	.	YAWN, MATTHEW AARON ETAL YAWN, JILL	10380 REBEL RD	DAPHNE	AL	36526
05-43-06-23-0-000-026.005	92957	.	YOTA PROPERTIES L L C	28607 CO RD 65	LOXLEY	AL	36551
05-43-06-23-0-000-035.000	42636	.	YOUNG, GENE N & MILDRED I	25225 AUSTIN RD	DAPHNE	AL	36526
Developer		.	68 VENTURES LLC	707 BELROSE AVE	DAPHNE	AL	36526
Authorized Agent / Engineer		.	SE CIVIL LLC	9969 WINDMILL RD	FAIRHOPE	AL	36532

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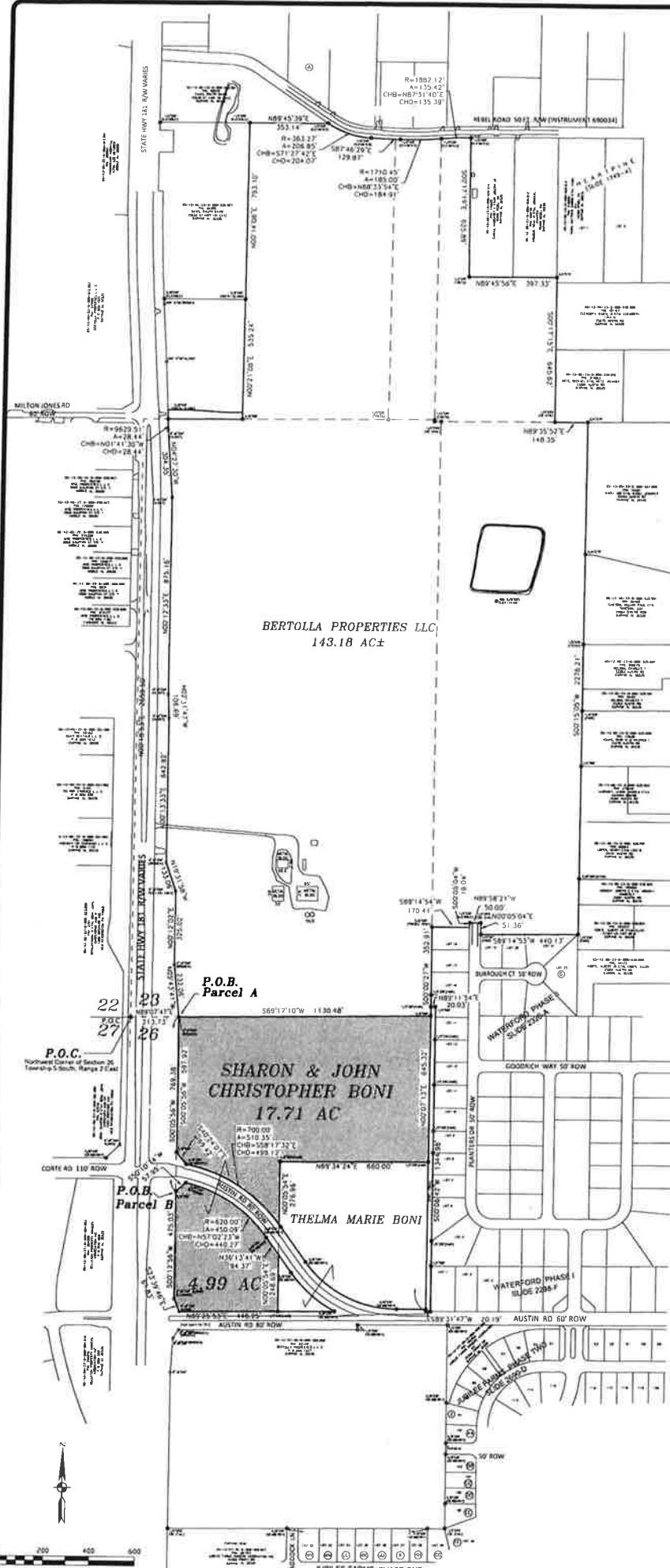


**YOTA PROPERTIES LLC
LEGAL DESCRIPTION**

CONVEYANCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 88 DEGREES 55 MINUTES 15 SECONDS EAST, A DISTANCE OF 108.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN NORTH 88 DEGREES 59 MINUTES 11 SECONDS EAST, A DISTANCE OF 336.46 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST, A DISTANCE OF 38.00 FEET; THENCE RUN SOUTH 88 DEGREES 59 MINUTES 11 SECONDS WEST, A DISTANCE OF 4100 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 182.00 FEET, AN ARC LENGTH OF 73.58 FEET, (CHORD BEARS NORTH 88 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 73.58 FEET); THENCE RUN NORTH 86 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 58.17 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 108.00 FEET, AN ARC LENGTH OF 78.27 FEET, (CHORD BEARS NORTH 88 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 78.27 FEET); THENCE RUN SOUTH 88 DEGREES 59 MINUTES 11 SECONDS WEST, A DISTANCE OF 76.36 FEET; THENCE RUN SOUTH 00 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 73.33 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE ALONG SAID EAST RIGHT-OF-WAY, AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 989.51 FEET, AN ARC LENGTH OF 40.81 FEET, (CHORD BEARS SOUTH 02 DEGREES 00 MINUTES 12 SECONDS EAST, A DISTANCE OF 40.81 FEET) TO THE POINT OF BEGINNING. TRACT CONTAINS 0.28 ACRES, MORE OR LESS.

**IRONGATE
Pre-Zoning &
Annexation
YOTA PROPERTIES
LLC
PROPOSED PUD**

SKETCH TO ACCOMPANY DESCRIPTIONS	68V		Drawn: DBB
			Checked: DDB
			Field Notes: DDB
			Scale: 1"=100'
			Project: 68V-100
			File: 68V-100
			Sheet: 1 OF 1



SHARON & JOHN CHRISTOPHER BONI LEGAL DESCRIPTION

Parcel A

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.33 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING. THENCE RUN SOUTH 00 DEGREES 03 MINUTES 54 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 387.92 FEET; THENCE RUN SOUTH 40 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 58.42 FEET TO A POINT ON THE NORTH MARGIN OF AUSTIN ROAD; THENCE ALONG SAID NORTH MARGIN, AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET, AN ARC LENGTH OF 510.35 FEET; THENCE CONTINUING ALONG SAID NORTH MARGIN OF AUSTIN ROAD, RUN NORTH 00 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 276.86 FEET; THENCE DEPARTING SAID NORTH MARGIN, RUN NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 600.00 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 13 SECONDS WEST, A DISTANCE OF 845.37 FEET; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 1130.48 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 17.71 ACRES, MORE OR LESS.

Parcel B

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.33 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 54 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 387.92 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 12 MINUTES 58 SECONDS WEST, A DISTANCE OF 475.03 FEET; THENCE RUN SOUTH 23 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 81.83 FEET; THENCE RUN NORTH 89 DEGREES 23 MINUTES 53 SECONDS EAST, A DISTANCE OF 482.25 FEET; THENCE RUN NORTH 00 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 248.68 FEET TO A POINT ON THE SOUTH MARGIN OF AUSTIN ROAD; THENCE RUN NORTH 36 DEGREES 13 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 84.37 FEET; THENCE ALONG SAID SOUTH MARGIN, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 820.00 FEET, AN ARC LENGTH OF 450.59 FEET; CHORD BEARS NORTH 57 DEGREES 03 MINUTES 23 SECONDS WEST, A DISTANCE OF 440.27 FEET; THENCE RUN SOUTH 50 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 57.95 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.99 ACRES, MORE OR LESS.

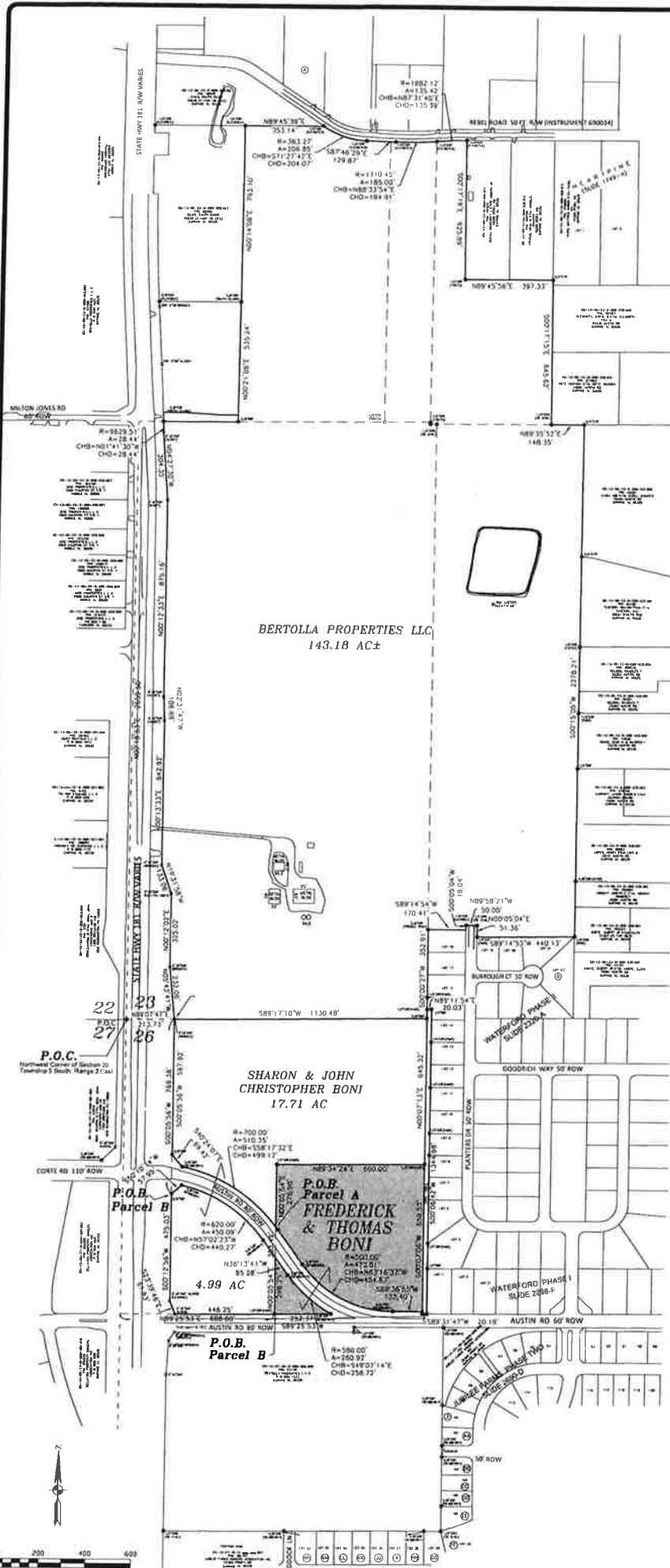
IRONGATE Pre-Zoning & Annexation SHARON & JOHN CHRISTOPHER BONI PROPOSED PUD

SKETCH TO ACCOMPANY
DESCRIPTIONS

68V



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Field	DB
Scale	1"=500'
Project	IRONGATE
City	IRONGATE
Sheet	1 OF 1



**FREDERICK & THOMAS
LEGAL DESCRIPTION
Parcel A**

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 1300.21 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 888.80 FEET; THENCE RUN NORTH 00 DEGREES 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 383.43 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 276.86 FEET; THENCE RUN NORTH 89 DEGREES 24 MINUTES 24 SECONDS EAST, A DISTANCE OF 880.00 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, A DISTANCE OF 849.82 FEET TO A POINT ON THE NORTH WAGON OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 55 SECONDS WEST, ALONG SAID NORTH WAGON, A DISTANCE OF 132.40 FEET; THENCE CONTINUING ALONG SAID NORTH WAGON, AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 472.07 FEET, (CHORD BEARS NORTH 83 DEGREES 18 MINUTES 33 SECONDS WEST, A DISTANCE OF 451.67 FEET); THENCE RUN NORTH 36 DEGREES 18 MINUTES 10 SECONDS WEST, A DISTANCE OF 203.87 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 8.43 ACRES, MORE OR LESS.

Parcel B

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 1300.21 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 888.80 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 383.43 FEET TO A POINT ON THE SOUTH WAGON OF AUSTIN ROAD; THENCE RUN SOUTH 36 DEGREES 12 MINUTES 31 SECONDS EAST, ALONG SAID SOUTH WAGON, A DISTANCE OF 25.33 FEET; THENCE CONTINUING ALONG SAID SOUTH WAGON, AND A CURVE TO THE LEFT, HAVING A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 260.92 FEET, (CHORD BEARS SOUTH 49 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 258.72 FEET); THENCE RUN SOUTH 89 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 252.37 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.80 ACRES, MORE OR LESS.

**IRONGATE
Pre-Zoning &
Annexation
FREDERICK & THOMAS
BONI
PROPOSED PUD**

SKETCH TO ACCOMPANY
DESCRIPTIONS

68V



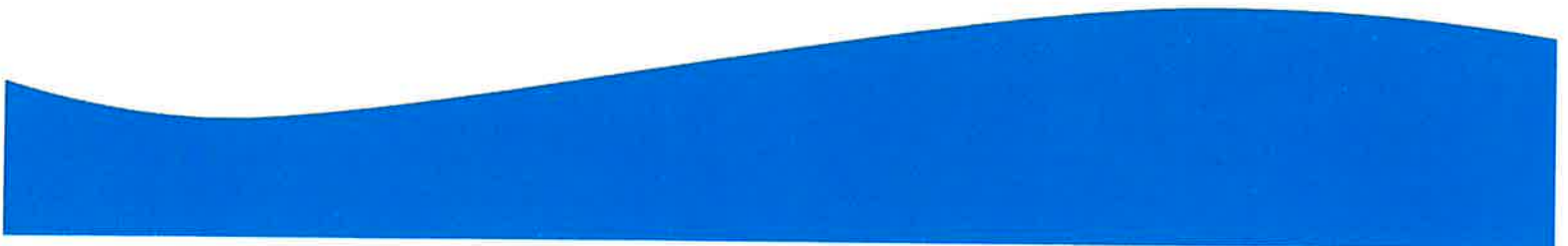
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CHECKED BY: JLB
APPROVED BY: JLB

IRON GATE

Included PINs



APPLICATION
&
SUPPLEMENTAL INFORMATION





APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Date Submitted February 28, 24

Application Number:

Planning Commission Public

ZA- or PZA- 24-05

Hearing Date: March 28, 24

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

TABLED UNTIL May 23, 2024

SITE DATA

Site Location (Address or General Proximity to Nearest Intersection):
East side of Hwy 181 between Austin Road and Rebel Road

PPIN#(s):

256935 62449 63502 111246

63828 3718 108577 92957(partial)

Gross Site Area (acreage): 175.21 Acres

Requested Zoning or Pre-Zoning: PUD

Current Zoning Designation(s): RSF-E, RSF-3 & B3
(Baldwin County)

Amended Request:

Initials:

Date:

Current Land Use: Mostly Vacant - partially farmed

Anticipated Land Use: Mixed Use Residential
and Commercial

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

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

Annexation

Subdivision

Site Plan

Special Exception

Variance

Specify Other

APPLICANT & AGENT INFORMATION

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

Name of Current Owner: Bertolla Properties, LLC, YOTA Properties LLC
Sharon & John Christopher Boni, Frederick and Thomas Boni

Mailing Address: 26051 Predazzler Ln. Suite A Daphne, AL 36526

Phone/Fax: 251-423-1165

E-mail:

Name of Authorized Agent: S.E. Civil, LLC

Mailing Address: 9969 Windmill Road, Fairhope AL 36532

Phone/Fax: 251-990-6566

E-mail: ddiehl@secivileng.com

Name of Developer*:

68 Ventures

Phone/Fax: 251-487-8398

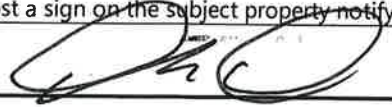
E-mail: ckelly@68ventures.com

Other:

Phone/Fax:

E-mail:

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

Applicant's Signature: 

Date 2-28-24

Agent's Signature:

Date

IRON GATE
A Planned Unit Development
Bertolla Properties, LLC
Legal Description

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 33 MINUTES 35 SECONDS EAST, A DISTANCE OF 108.50 FEET POINT ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 336.46 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 08 SECONDS EAST, A DISTANCE OF 535.24 FEET; THENCE RUN NORTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 793.10 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, A DISTANCE OF 353.14 FEET TO A POINT ON THE SOUTH MARGIN OF REBEL ROAD; THENCE RUN ALONG SAID SOUTH MARGIN, THE FOLLOWING DESCRIBED COURSES:

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 363.27 FEET, AN ARC LENGTH OF 206.85 FEET, (CHORD BEARS SOUTH 71 DEGREES 27 MINUTES 42 SECONDS EAST, A DISTANCE OF 204.07 FEET);

SOUTH 87 DEGREES 46 MINUTES 29 SECONDS EAST, A DISTANCE OF 129.87 FEET;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1710.45 FEET, AN ARC LENGTH OF 185.00 FEET, (CHORD BEARS NORTH 88 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 184.91 FEET);

THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1882.12 FEET, AN ARC LENGTH OF 135.42 FEET, (CHORD BEARS NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 135.39 FEET);

THENCE DEPARTING SAID SOUTH MARGIN OF REBEL ROAD, RUN SOUTH 00 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 625.89 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 56 SECONDS EAST, A DISTANCE OF 397.33 FEET; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 15 SECONDS EAST, A DISTANCE OF 645.62 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 148.35 FEET; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 05 SECONDS WEST, A DISTANCE OF 2278.21 FEET TO A POINT ON THE NORTH LINE OF WATERFORD PHASE II, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2320-A BALDWIN COUNTY PROBATE RECORDS; THENCE ALONG THE NORTH AND WEST LINE OF SAID WATERFORD PHASE II, THE FOLLOWING DESCRIBED COURSES:

SOUTH 89 DEGREES 17 MINUTES 12 SECONDS WEST, A DISTANCE OF 440.18 FEET;

NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 51.36 FEET;

SOUTH 89 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET;

SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 19.04 FEET;

SOUTH 89 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.44 FEET;

SOUTH 00 DEGREES 00 MINUTES 06 SECONDS EAST, A DISTANCE OF 352.91 FEET;

NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 20.03 FEET;

SOUTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 1344.98 FEET TO A POINT ON THE NORTH MARGIN OF AUSTIN ROAD;

THENCE RUN SOUTH 89 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 20.19 FEET; THENCE DEPARTING SAID NORTH MARGIN, RUN NORTH 00 DEGREES 07 MINUTES 10 SECONDS EAST, A DISTANCE OF 1304.86 FEET; THENCE RUN SOUTH 89 DEGREES 17

MINUTES 10 SECONDS WEST, A DISTANCE OF 1130.48 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181; THENCE RUN ALONG SAID EAST MARGIN THE FOLLOWING DESCRIBED COURSES:

NORTH 05 DEGREES 43 MINUTES 41 SECONDS WEST, A DISTANCE OF 232.06 FEET;

NORTH 00 DEGREES 12 MINUTES 02 SECONDS EAST, A DISTANCE OF 325.02 FEET;

NORTH 19 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 133.06 FEET;

NORTH 00 DEGREES 13 MINUTES 33 SECONDS EAST, A DISTANCE OF 642.92 FEET;

NORTH 02 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 106.69 FEET;

NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 875.16 FEET;

NORTH 04 DEGREES 27 MINUTES 30 SECONDS WEST, A DISTANCE OF 304.35 FEET;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9629.51 FEET, AN ARC LENGTH OF 47.66 FEET, (CHORD BEARS NORTH 01 DEGREES 44 MINUTES 56 SECONDS WEST, A DISTANCE OF 47.66 FEET) TO THE POINT OF BEGINNING.

TRACT CONTAINS 143.18 ACRES, MORE OR LESS.

[illegible]

PART 1: DESCRIPTION

[illegible]

Journal of Interpersonal Violence 25(12)

[illegible]

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RECORDS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, FOR THE YEAR 1900.

AND GRAPHIC HAVE BEEN COMPLETED IN
ACCORDANCE WITH THE CURRENT REQUIREMENTS
THE STANDARDS OF PRACTICE FOR SURVEYING IN
THE STATE OF ALABAMA TO THE BEST OF MY
KNOWLEDGE, INFORMATION, AND BELIEF

11-22-2008

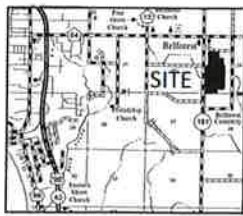
© F. C. 11



RESEARCH

PROPERTY BOUNDARY &
TOPOGRAPHIC SURVEY

68V



VICINITY MAP
1 inch = 1 Mile

Owners

Sharon and John Christopher Boni
1365 Orchard Dr
New Kensington, PA 15068

Thelma Marie Boni (Trustee)
25170 Co Rd 13
Daphne, AL 36526

Bertolla Properties LLC
PO Box 1527
Daphne, AL 36526

YOTA Properties, LLC
28607 Co Rd 65
Loxley, AL 36551

Developer

68 Ventures
707 Belrose Avenue
Daphne, AL 36526

Engineer/Surveyor

S.E. Civil Engineering & Surveying
9969 Windmill Road
Fairhope, AL 36532
Larry Smith, PE Lic 26348
David Dicht, PLS Lic 26014

NOTE: The location of the proposed roundabout will be established during the master plan review process.



Building Setbacks
Front 25 Ft.
Rear 30 Ft.
Side 10 Ft.
Side Street 20 Ft.

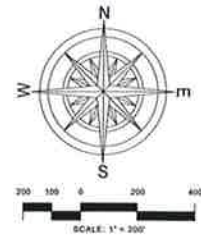


Building Setbacks
Front 25 Ft.
Rear 30 Ft.
Side 10 Ft.
Side Street 20 Ft.



Building Setbacks
Front 35 Ft.
Rear 20 Ft.
Side 6 Ft.
Side Street 15 Ft.

Typical Lots



IRON GATE

DAPHNE

A Planned Unit Development

TOTAL AREA	175.21 Acres
Current Zoning	RSF-3, RSF-E & B3 (Baldwin County)
Proposed Zoning	P.U.D. (Daphne)
Commercial Area (B-2)	70.05 Ac
Residential Area	102.50 Ac
The Preserve	253
52'x130's	160
76'x135's	14
80'x140's	20
TOTAL	447
Residential Density	4.96 / Ac
Open Space (Res)	21.73 Ac (21%)
Impervious Area	30.3 Acres (30%)

Residential Parking

The Enclave	
2 Sp / unit	278
Additional	32
The Cottages	
2 Sp / unit	110
Additional	41
The Preserve	
2 Sp / unit	506
Additional	66
Total Parking	1033

Utility Providers

Water	Belforest Water
Sewer	Baldwin County Sewer
Power	Riviera
Telephone	AT&T

Building Data

Type	Max. Bldg. Ht.	Max. Stories	Max. Coverage
Single Family	35 Ft.	2-1/2	55% (Lot)
Big House	40 Ft.	2-1/2	30% (Site)
Slak House	40 Ft.	2-1/2	30% (Site)

"Landscaping"

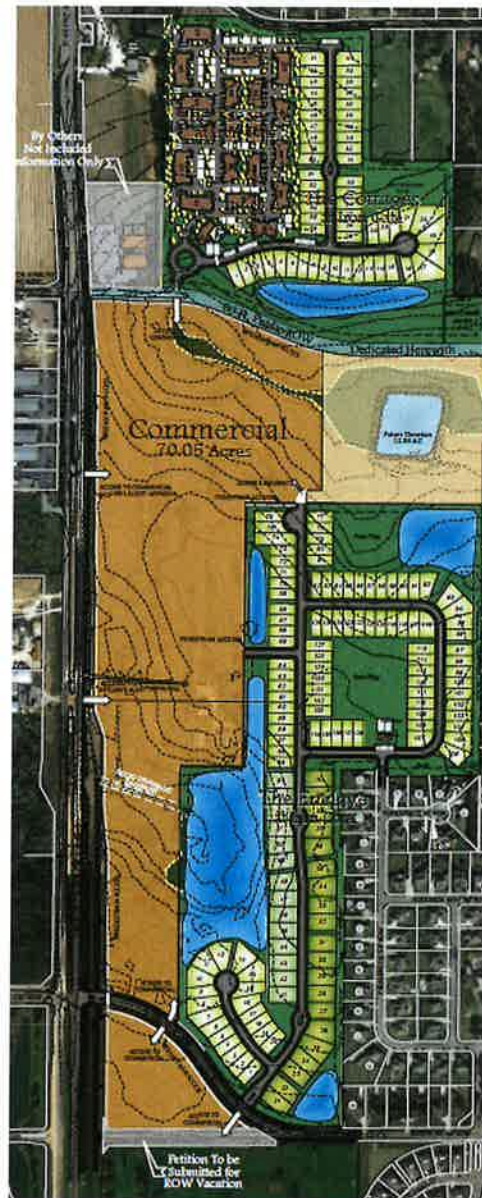
Detailed Landscaping Plans will be provided for each Mat and Site Plan submitted for approval in accordance with Article 19 of the Daphne Land Use Development Ordinance.





IRONGATE

D A P H N E



A Planned Unit Development

IRON GATE

Team

Developer:

68Venturës

707 Belrose Avenue
Daphne, AL 36526
251-625-1198

Engineer/ Surveyor:



9969 Windmill Road
Fairhope, AL 36532
251-990-6566

Landscape Architects:



WAS Design
218 N. Alston Street
Foley, AL 36535
251-948-7181

Traffic Engineer:



Neel Schaffer, Inc.
851 East I-65 Service Road
Suite 1000
Mobile, AL 36606
251-471-2000

Development Overview

Irongate is a Planned Unit Development comprising 175.21 Acres located on the east side of Alabama Highway 181 and lying between Rebel Road and Austin Road. The development will provide a diverse range of housing options from large Single Family residential lots to Multifamily dwellings, as well as an expansive area of Commercial property.

Intent

By combining the various land uses proposed in Irongate, the development goal is to promote a more efficient use of land relative to the location of public streets and natural features. The developer is dedicating a 60-foot Public Right of Way to provide a portion of a much-needed east-west connection from Highway 181 to Austin Road. The development intent is to provide diverse housing opportunities for citizens of differing economic levels, preferences, and/or stages of life.

Land Use Summary

Of the 175.21-acre Irongate development, the majority will be utilized for Single Family Residential Lots. The proposed uses are outlined below:

Residential	102.5 Acres
Commercial (B-2 w/restricted uses)	70.05 Acres
Includes Pledged Donation to the City of Daphne for a Public Park	12.5 Acres
ROW Donation for Milton Jones Rd. Extension	2.38 Acres
Donation for Belforest Water Future Well	1 Acre

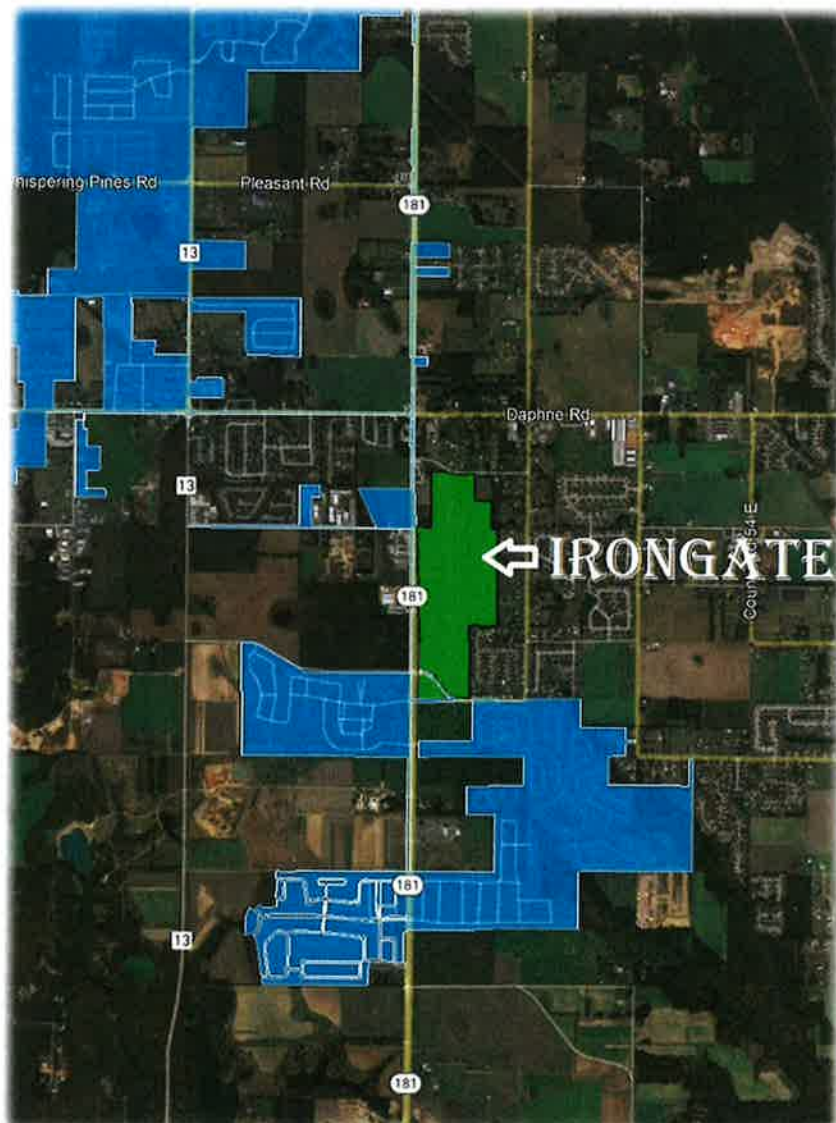
Streets, Drainage and Utilities

All streets and drainage will be designed to the current standards of the City of Daphne Land Use Ordinance. No deviations or variances will be requested. Traffic Calming is provided by the use of Traffic Circles, Speed Tables, and Stop Signs. Utilities will be provided by Belforest Water (water), Baldwin County Sewer Service (sewer), Riviera Utilities (power), and AT&T (telephone).

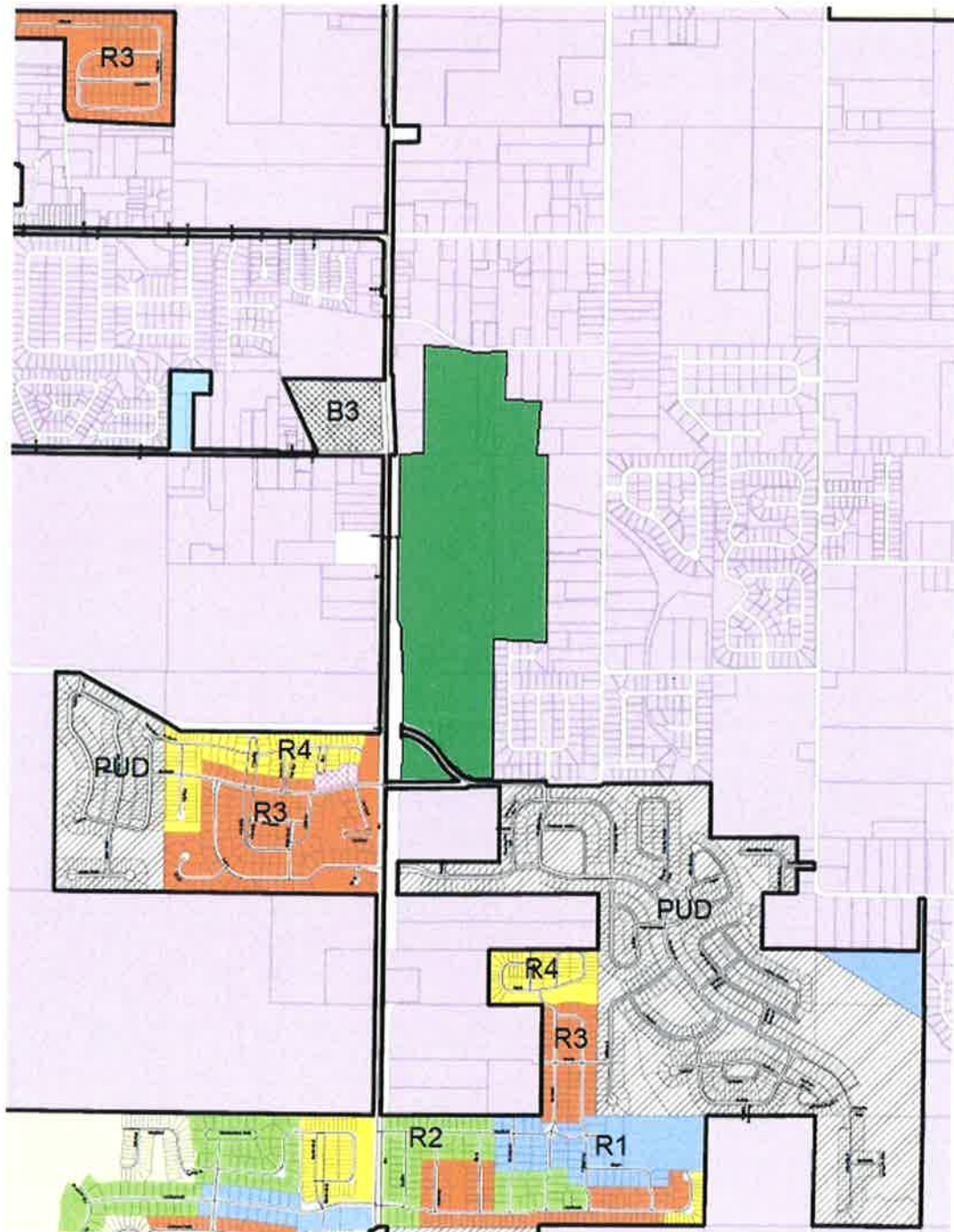
Parking

All Single-Family Residences will provide two spaces per house, with additional guest parking provided in strategic locations in the higher density neighborhood areas. Each Multifamily unit will have two parking spaces per unit, with the addition of guest parking as required in the Land Use Development Ordinance. Detailed plans have not been developed for the Commercial lots but any future Site Plans proposed will meet the current standards of the City of Daphne regarding parking.

Area Map



Current Zoning Map



Public Benefits

Irongate provides many benefits to the Public that will enhance the Daphne Community as a whole, including, but not limited to:

- 1) Donation offering by the Developer of 1 acre to Belforest Water for a future well site, which would expand water utility infrastructure in the community, a value of \$36,500¹.
- 2) Acquisition of Right-of-way, from the intersection of Highway 181 and Milton Jones Road, eastward for future extension of Milton Jones Road, a value of \$200,000.²
- 3) Future Connectivity opportunities by the donation of a 60-foot public Right-of-way from the intersection of Highway 181 and Milton Jones Road, eastward through the development for future extension of Milton Jones Road, a value of \$90,014³.
- 4) Construction of the initial intersection of Highway 181 and the Milton Jones Road extension for a length of approximately 480 feet at the Developer's expense, a value of \$240,000⁴.
- 5) Coordination by the Developer with the Veterinary Practice, now under construction, to provide access to this new Milton Jones Road extension for improved traffic access.
- 6) Annexation of 70 acres of Commercial Property along the Alabama Highway 181 corridor for a potential annual tax revenue of approximately \$510,032⁵.
- 7) Petition the City of Daphne for Vacation of the old Austin Road Right-of-way that currently dissects the proposed Commercial Properties to the south, committed by Mr. Bertolla. The City of Daphne will have the ultimate authority to Vacate.
- 8) Donation of 12.5 acres to the City of Daphne for a public park, committed by Mr. Bertolla.
- 9) Construction of parking within the future public park at Developer's expense, a value of \$30,000.

Total direct Public Benefit Value as a result of Developer's actions = \$1,106,546⁶.

¹ Based on valuation of \$36,500k/ AC

² Based on an Executed Agreement for subject ROW Acquisition

³ Based on valuation of \$36,500k/ AC., 60' ROW, Approx. 2.46 AC Gross Area

⁴ Based on construction cost of \$500/ LF, 480' of ROW.

⁵ Estimated figure calculated based on data published in City of Daphne's 2023 Annual Comprehensive *Financial Report*

⁶ Estimated figure calculated based on total Public Benefit values outlined above.

Private Benefit

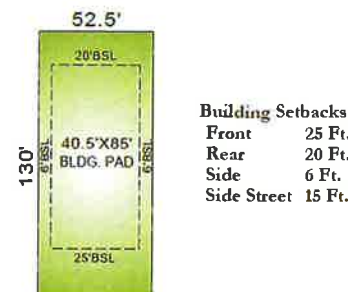
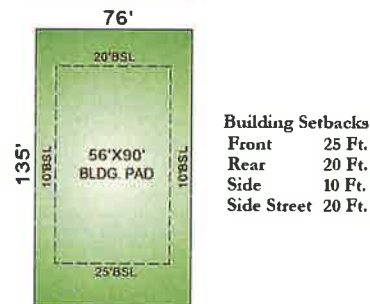
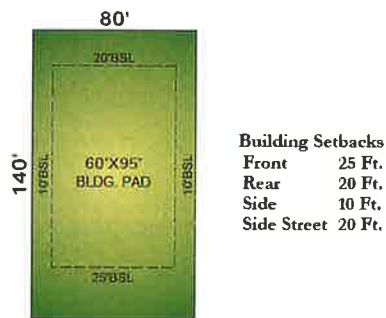
Private Benefits include the following:

- 1) Opportunity for businesses to locate along a Major Corridor with the 70 acres of Commercial created by the Planned Unit Development and Annexation.
- 2) Similarly, opportunities for nearby residents to access these businesses much closer to home.

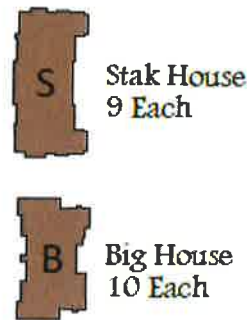
Zoning Relaxations

In general, the various aspects of the Zoning Ordinance will be met in Irongate in regards to Streets, Buffers, Parking and Open Space. However, the unique spatial characteristics of the various Lots proposed do not meet the specifics of the defined Zoning designations of the Land Use Ordinance. The Lots proposed and their related Building Setbacks are as follows:

Typical Single Family Lots



Multifamily Building Layouts



Amenities

Various amenities are included in Irongate within an overall 21.73 acres of Open Space. Open areas with trails, water features and four Pickle Ball Courts are proposed as well as Open Play areas, a future Public Park, a Dog Park, and Pool with Cabanas.

Additional Stipulations

- I. Non jurisdictional grady ponds to be filled in as a part of development.
- II. Minimum Building Setbacks for Single Family Detached Homes shall be as follows:
 - A. All Front Setbacks shall be 25 feet.
 - B. All Rear Setbacks shall be 20 feet.
 - C. Side Setbacks for 76-foot-wide and 80-foot-wide Lots shall be 10 feet.
 - D. Side Setbacks for 52-foot-wide shall be 6 feet.
 - E. Side Street Setbacks for 80 foot wide and 76-foot-wide Lots shall be 20 feet.
 - F. Side Street Setbacks for 52-foot-wide Lots shall be 15 feet.
- III. Building Data for Bighouse and Stakhouse shall be as follows:
 - A. Max Building Height for Bighouse & Stakhouse is 40ft.
 - B. Max Stories for Bighouse & Stakhouse is 2.5 Stories.
 - C. Max Coverage for Bighouse & Stakhouse is 30% of the site(s).
- IV. The traffic improvements detailed in this narrative are specific to the proposed residential development and not to the commercial development. Developer responsibility for traffic improvements for the proposed residential development will be limited to the following, per the Traffic Impact Study conducted by Neel Schaffer, dated 11/12/2023:

- A. A northbound right turn lane from Alabama Highway 181 onto the entrance of Irongate Development will be constructed.
 - B. The east bound approach of Milton Jones Road to Alabama Highway 181 will be widened to provide a dedicated left turn lane and a shared through lane onto Alabama 181.
- V. Traffic improvements for the proposed residential development aside from those outlined in Line IV above (Neel Schaffer TIS, dated 11/12/2023), will be the responsibility of the City of Daphne and will not have any ability to restrict or impact the Developer's ability to obtain final subdivision plat(s) for the proposed residential development.
- VI. Paragraphs IV and V above do not apply to the commercial development.
- VII. Developer reserves the right to alter the proposed phasing plan and change the order of construction from the proposed plan at a later date.
- VIII. Irongate PUD will be subject to City of Daphne Land Use & Development Ordinance, with latest codifications dated 01/12/2024, including all subsequent Plats, Phases, and Building Permits.
- IX. Commercial property to be site-planned at a later date, subject to City of Daphne Land Use & Development Ordinance and review by Alabama Department of Transportation. Traffic studies to be conducted at time of development and any warranted improvements, as applicable, to be constructed at time of development.
- X. Connectivity between Residential and Commercial – Developer is committing to construct two access locations during residential development to provide future connectivity between the residential and commercial components of the PUD. Additionally, the Developer is committed to providing two pedestrian access points between The Enclave and the commercial component of the PUD, see attached Exhibit A.
- XI. Commercial to Commercial Connectivity – If the commercial parcel is to be developed for different uses and development types in the future, or subdivided, connectivity between parcels will be provided through reasonable means and connections.
- XII. Donation of 12.5 acres by Mr. Bertolla to be completed after the annexation and zoning of the entirety of the 70 acres to Commercial. The subject parcel will be subject to a drainage easement and will be allowable to be counted towards greenspace requirements for the future commercial development, if applicable.
- XIII. The 1-acre parcel being offered to Belforest Water will be subject to architectural review by the Developer and applicable testing by Belforest Water System for suitability.

- XIV. Detailed Landscaping Plans will be provided for each Plat and Site Plan submitted for approval in accordance with Article 19 of the Daphne Land Use Development Ordinance.
- XV. Commercial land uses shall be consistent with the B-2, General Business, district or Mixed Use district as provided in the City of Daphne Land Use & Development Ordinance with latest codifications dated through 01/12/24 except that the following uses shall not be permissible in the Irongate PUD:
- Warehouses/storage facilities;
 - Commercial fabrication facilities;
 - Contractor lay down yard or fabrication facilities;
 - Heavy equipment sales or service facilities;
 - Wrecking yard;
 - Heavy equipment, automotive or motorcycle service or repair facilities;
 - Appliance service or repair facilities where operations do not include any retail sales;
 - Tattoo parlor;
 - Adult entertainment or adult/sex retail sale facilities;
 - Jail facilities, housing of detainees or inmates, community correction facilities of any kind;
 - Firing ranges;
 - Garbage collection, recycling facilities;
 - Fleet parking. Fleet parking is defined as outdoor, or partially indoor (covered) parking of ten (10) or more self-propelled vehicles.

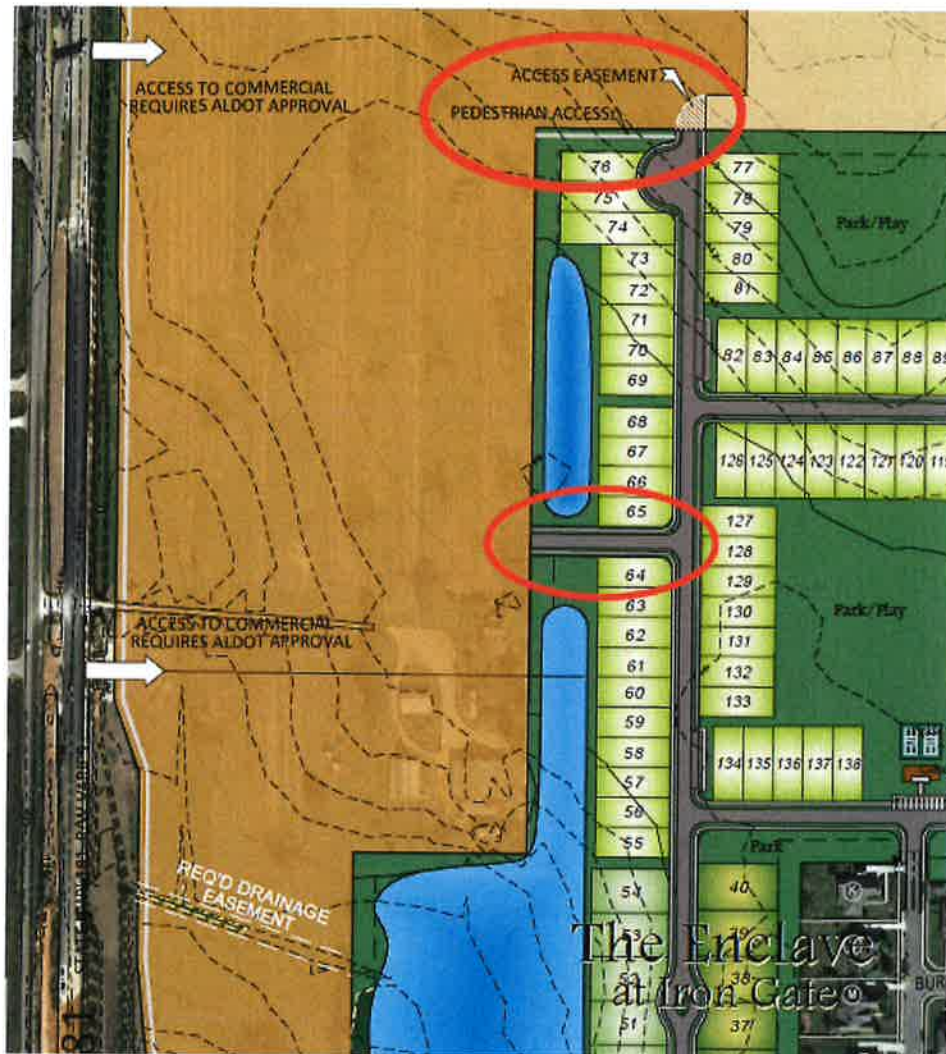
Architectural Guidelines

Single-family residences in Irongate PUD will be subject to the following Architectural Guidelines:

- I. Building materials including brick, stone, textured traditional cement stucco (i.e., real stucco) and cement siding are required as the primary veneer on new dwellings.
- II. Roofs must be varied in roofline treatments.
- III. The front facing garage (i.e., garage fronts) on single family homes shall be recessed and constitute not more than forty-two percent (42%) of the residential facade (as measured from the outside edge of garage doors, not including the frame).
- IV. Recessed garage doors oriented toward the front property line shall be as follows:

- a. Garage doors must be positioned between five (5) feet and twenty (20) feet behind the front wall plane of the house. The front wall plane is defined as the principal building façade facing the primary street right of way.
 - b. The minimum front yard setback for said garage shall be forty (40) feet.
 - c. The minimum front yard setback for the principal structure may be reduced to twenty (20) feet.
- V. The side-street facing garage setback shall be a minimum of twenty-two (22) feet from the sidewalk and recessed three (3) feet behind the side facade
- VI. Where the garage is located at the rear of the primary structure, the front yard setback shall be reduced to fifteen (15) feet, or ten (10) feet with an open air front porch.
- VII. Colored elevations shall illustrate that a minimum of three (3) different elevations are provided in each block face.
- VIII. Developments of thirty-five (35) dwelling units or more should offer a minimum of five (5) different elevations and ten percent (10%) of each respective elevation shall be provided in each block face.

Exhibit A.



COMMENTS
RECEIVED



Adrienne Jones, AICP

Re: Iron Gate

PZA 24-05

From: Adrienne Jones, AICP
Sent: Thursday, March 28, 2024 9:31 AM
To: 'Joe Vosicky'
Cc: Kim Vosicky
Subject: RE: PRE ZONING, Bertolla et al

Good morning,

Thank you for sharing this information for the Planning Commission's consideration. Your correspondence will be provided to them for review.

Reminder: The Planning Commission meeting is tonight and begins at 5 pm.

Take care,
Adj

-----Original Message-----

From: Joe Vosicky <jevosity2@gmail.com>
Sent: Thursday, March 28, 2024 9:24 AM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Cc: Kim Vosicky <kjvos61@gmail.com>
Subject: PRE ZONING, Bertolla et al

Adrienne, thank you for including ours views for review by the planning commission.

Joe and Kim Vosicky

March 28, 2024

TO: City of Daphne Planning Commission & Adrienne D. Jones AICP,
Director of Community Development

RE: PUBLIC HEARING / PRE-ZONING for Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni containing 175.21 acres +/- located southeast of the intersections off Alabama Highway 181 and Milton Jones Road 13 zoned RSF-E, Residential Single Family Estate, RSF-3, Residential Single Family, and B-3, General Business, Baldwin County District 15, to be pre-zoned PUD.

Our views regarding the PRE-ZOING of above referenced properties are as follows:

1. The western boundary of our property adjoins a portion of the proposed 175.21 acres which is located at 25091 Austin Road.
2. We have lived on this property for 6 1/2 years and have watched acres and acres of prime Baldwin County agricultural land sold off around us and developed into tracks of residential subdivisions like Jubilee Farms.
3. Specifically our concerns with this proposed development relate to water runoff and aesthetics.
 1. During periods of heavy rain, surface water from the Bertolla agricultural fields run / drain toward the southeast, directly onto our property.
 2. In the past I've talked with a gentleman who was disking the property about this drainage / runoff issue with hopes that he could somehow "manage" the top soil so as to change the direction of the flow of surface water. The runoff continues today unabated.
 3. I've shared pictures of our property when it has flooded with David Diehl of S.E. Civil Engineering so he is aware of this issue.

4. To date I've not seen a topography map of this property nor have I seen a storm water plan to prevent them from putting their water onto our property.
 5. The issue of surface water running onto our property continues today and we can only imagine what it will look like during construction if an acceptable storm water plan is not incorporated upfront.
 6. Aesthetically we currently benefit visually from a tree line that runs north and south on the eastern boarder of the Bertolla Property; we are dreading the day that this property begins to be developed and they start by bulldozing the tree line down leaving us with a clear view of soon to be constructed high density single family homes.
4. Looking forward to working with all parties involved to resolve our concerns in advance of PRE-ZONING approval.

Thank you.

Joe and Kim Vosicky
25091 Austin Road
Daphne, AL
36526

251-454-1824
jevosicky2@gmail.com

Adrienne Jones, AICP

Re: Iron Gate
PZA 24-05

From: Adrienne Jones, AICP
Sent: Monday, March 25, 2024 8:20 AM
To: 'H&K Smith'; Troy Strunk, PLA
Cc: Miranda Merritt
Subject: RE: File PZA24-05 Pre-Zoning Amendment and Annexation Petition

Good morning,

Thank you for sharing this information for the Planning Commission's consideration. Your correspondence will be provided to them. Feel free to attend the upcoming Public Hearing on Thursday, March 28th at 5 pm.

Take care,
Adj

From: H&K Smith <heathernken@gmail.com>
Sent: Sunday, March 24, 2024 5:26 PM
To: Troy Strunk, PLA <tstrunk@daphneal.com>; Adrienne Jones, AICP <ajones@daphneal.com>
Cc: Miranda Merritt <mirandamerritt@yahoo.com>
Subject: Re: File PZA24-05 Pre-Zoning Amendment and Annexation Petition

****Correction, it was previously RSF-E, not RSF-1 in paragraph 1, my apologies. I corrected it below.**

On Sun, Mar 24, 2024 at 5:15 PM H&K Smith <heathernken@gmail.com> wrote:

Please forward to all members of the Planning Commission and Zoning Adjustment. I searched the city website for their contact information and although their names are provided, their contact email is not provided.

Greetings City of Daphne Planning Commission and Zoning Adjustment,

RE: File PZA24-05 Bertolla Properties, LLC, Yota Properties, LLC, Frederick G & Thomas Boni, and Sharon and John Christopher Boni Pre-Zoning Amendment and Annexation Petition.

I am contacting you concerning the above petition. As a member of the Belforest community and active participant in a very heated battle with Bertolla Properties during 2022, over the re-zoning of the residential property involved in the above petition. I will start with the portion of the proposal labeled "Cottages" and what appears to be some type of multifamily units. This property was purchased by Mr. Bertolla with full knowledge it was zoned RSF-E. This was property adjoined on both sides by the same zoning, and behind by agriculture zoned property. All other property in the area was zoned agriculture and RSF-E (majority) transitioned into RSF-2 surrounding established neighborhoods. However, Mr. Bertolla requested his currently zoned RSF-2 along with this newly acquired piece of property be rezoned to RSF-3. At the time there was no other RSF-3 property in the Baldwin County zoning of District 15 for over 2 miles. This was inconsistent with the vision established by the District 15 Philosophy set forth in the Zoning Ordinances, the commitment of the commission to protect the rural character of our area, but also not supported by the more than one hundred bordering/neighborhood property owners who signed a petition asking Baldwin County Commissioners to deny the request. However, 3 of our County Commissioners betrayed their citizens,

Adrienne Jones, AICP

Re: Iron Gate
PZA 24-05

From: Adrienne Jones, AICP
Sent: Thursday, March 28, 2024 4:39 PM
To: 'Wib Magli'; Troy Strunk, PLA
Subject: RE: PZA24-05 Bertolla Property, Hwy 181

Good afternoon,

Thank you for sharing this information for the Planning Commission's consideration. Your correspondence will be provided to them for review.

Take care,
Adj

-----Original Message-----

From: Wib Magli <wrmagli@gmail.com>
Sent: Thursday, March 28, 2024 4:26 PM
To: Troy Strunk, PLA <tstrunk@daphneal.com>; Adrienne Jones, AICP <ajones@daphneal.com>
Subject: PZA24-05 Bertolla Property, Hwy 181

To Town Staff and Members of the Planning Commission:

I am contacting you to express my concern about the requested annexation and rezoning of the Bertolla property on Hwy 181 in Belforest. The property has already been up-zoned recently. The majority of the property was already zoned residential and could have been developed under that zoning. The developers are now seeking even more density, plus commercial. I am not against development, but currently we are out pacing our infrastructure. Development is always a careful balance between allowing for growth while trying to maintain the good things that make a place desirable. I fear that this development, at this time, tips the balance in the wrong direction. In the least, I think it requires further study and consideration.

Thank you,

Wib Magli
25465 Austin Road
Daphne, AL 36526

one making it his last official vote in office. There are many things to note about that case, but one thing is clear. Mr. Bertolla was granted the RSF-3 zoning for the residential property only after multiple commissioners noted the difficulty of the decision...so much a decision was post-poned 30 days until a second public hearing.

Why am I telling you all of this? Because this is why Mr. Bertolla is seeking to annex this property into Daphne and again change the zoning into higher density, multi-family housing. He knows the zoning requested is incompatible with the residential environment that currently exists in Belforest, particularly the properties immediately surrounding. He knows the resistance he faced and that the Baldwin County Commission would likely deny any request to change the zoning to more dense zoning based on the recommendations made by the Baldwin County Planning & Zoning at the final meeting. You will also note the plans he has for the property now are **very** different from the plans submitted when seeking the previous re-zoning. I highly encourage you to watch that meeting on July 19, 2022, our portion of the meeting begins around 2:15 and is linked here: https://link.edgепilot.com/s/ed44755c/D_xycCFx8ESaoqDzVbfJwA?u=https://www.youtube.com/watch?v=MUtTSxsPdFY

There is **NO MULTI-FAMILY HOUSING** zoning in this area and it is incompatible with the vision not only of Baldwin County for this area, but it does not fit the vision of the city of Daphne for land use east of Daphne. In the Housing section of the Comprehensive Plan for Daphne, page IV-3, it states "*Develop moderate to high end residential uses East of Daphne...*"

Last but not least, we as a community request you delay any proposed residential development in this area until the roadway infrastructure can be upgraded to maintain what traffic **already** exists. With the addition of a school and the thousands of residents in Jubilee Farms our traffic situation is catastrophic. Please, please do your duty and seriously investigate the traffic situation that exists in the vicinity of Hwy 181 & CoRd 64 intersection and outward for at least a 1 mile radius at peak traffic times. The proposed road improvements that we were told were coming over 2 years ago have had **NO** improvements made...**NONE!!** It is so increasingly dangerous to try to turn onto 64 from any side road now.

I appreciate your time and ask that you consider **ALL** the facts about this property and the impact of this zoning/annexation request. I am confident you will see why, personal feelings aside, this property cannot be re-zoned to accommodate the proposed development. We in Belforest are not against growth. We support compatible growth that will not diminish the quality of life that we have worked hard to obtain.

I will also notate this meeting is occurring with very short notice to the community and during our local school spring break period. This is a time when many families have already made plans and spent money to travel out of town and cannot change plans at the last minute to accommodate this meeting. I am sure the timing is no coincidence on the part of the developer, but I would like to think the city would have acknowledged this fact and conducted business this week that would not include public hearings for this type of proposed zoning changes.

Please feel free to contact me if you have any questions.

Heather Smith - Teacher Daphne High School
11082 Courtland Ct.
Daphne, AL 36526
256-493-1435

Ken and Heather Smith
Phillipians 4:13

Adrienne Jones, AICP

Re: Iron Gate
PZA 24-05

From: Adrienne Jones, AICP
Sent: Monday, March 25, 2024 10:28 AM
To: 'Miranda Merritt'; Troy Strunk, PLA; Robin LeJeune; Kit Robinson; Tommie Conaway; Steve Olen; Joel Coleman; Doug Goodlin; Ron Scott; Benjamin Hughes; Angie Phillips; Natasha Miles; Jan Vallecillo; Joshua Newman, PE, CFM
Cc: Heather S.; Daryl Cleworth; Barbara M. Sanders
Subject: RE: Rezoning of Property - File PZA24-05

Good morning,

Thank you for sharing this information for the Planning Commission's consideration. Your correspondence will be provided to them. Feel free to attend the upcoming Public Hearing on Thursday, March 28th at 5 pm.

Take care,
Adj

From: Miranda Merritt <mirandamerritt@yahoo.com>
Sent: Monday, March 25, 2024 10:22 AM
To: Troy Strunk, PLA <tstrunk@daphneal.com>; Adrienne Jones, AICP <ajones@daphneal.com>; Robin LeJeune <mayorlejeune@daphneal.com>; Kit Robinson <krobinson@daphneal.com>; Tommie Conaway <councildistrict1@daphneal.com>; Steve Olen <councildistrict2@daphneal.com>; Joel Coleman <councildistrict3@daphneal.com>; Doug Goodlin <councildistrict4@daphneal.com>; Ron Scott <councildistrict5@daphneal.com>; Benjamin Hughes <councildistrict6@daphneal.com>; Angie Phillips <councildistrict7@daphneal.com>; Natasha Miles <nmiles@daphneal.com>; Jan Vallecillo <jvallecillo@daphneal.com>; Joshua Newman, PE, CFM <jnewman@daphneal.com>
Cc: Heather S. <heathernken@gmail.com>; Daryl Cleworth <251daryl@gmail.com>; Barbara M. Sanders <bmsanders@bcbe.org>
Subject: Rezoning of Property - File PZA24-05

March 28, 2024

City of Daphne

Attn: Board of Zoning Adjustment Members, City Council Members and Community Development Members

Re: File PZA24-05: Bertolla Properties, LLC, Yota Properties, LLC, Frederick G. and Thomas Boni, Sharon and John Christopher Boni Pre-Zoning Amendment and Annexation Petition.

Dear Board of Zoning Adjustment Members, City Council Members and Community Development Members,

I come to you with the following information regarding the opposition to the re-zoning planned in our community. With the outpouring of resistance to the decision made by the County Commissioners, Jeb Ball, Chip Gruber, and former Commission, Joe Davis, of rezoning our district, it should have obviously been a denial. This information was submitted to the Commissioners and it clearly should have been denied.

1. The language in the zoning ordinance for District 15 specifically stated that it had been decided and voted on that our district would permanently remain a rural area, RSF-E and RSF-1. This zoning was consistent with the area and properly

zoned. In saying this, we are not against development, only that both the County and City of Daphne stop rezoning areas that have already been zoned appropriately. The only reason for rezoning in this area is to line the developer's pockets by putting as many homes on the property as possible, when in fact, the developer would still make a huge profit by offering Estate sized homes. Mr. Bertolla and the Developer would have made a huge profit providing Estate sized homes to citizens who wished to obtain larger homesteads since there are very few of those available in this area. No logical justification was given for overturning the zoning that the commission voted on and approved back in 2006. Rezoning from 80,000 square foot lots (RSF-E) to 10,000 square foot lots (RSF-3) was simply ridiculous and unacceptable. Mr. Bertolla knew that the property was zoned RSF-E before purchasing the property and spoke to a resident stating he planned to farm the land which was a blatant lie. The previous rezoning approved by the County Commissioners was the first step towards his plan to rezone yet again, with even a higher density zoning on the property. I have attached the previous plan for your viewing which is substantially different from what is now proposed.

2. The County Planning and Zoning Commissioners recommended a DENIAL of the rezoning after speaking with the citizens living in the area.
3. The letters we submitted from certified engineers regarding the threat of flooding in our area were ignored. These additional homes will only add to that threat. Increasing the density of homes only compounds that threat even more.
4. The developer was allowed to postpone the decision but did not allow your citizens the same courtesy when they requested a continuance. This request would have given the citizens more time to prepare their arguments, obtain more signatures on the petition opposing the previous rezoning of the area, obtain flood forecasts, letters from educators regarding the schools being overwhelmed, and have a true and correct traffic study submitted.
5. Commissioner Ball informed us that only 1 person would be allowed to speak at the meeting on behalf of the objections to the re-zoning, which was in fact false. Due to his statement, many speakers left the meeting and we did have many there to voice their opinions and supply pertinent information to the Commissioners.
6. The County received a petition signed by over 150 residents stating they did not accept this rezoning and requested a denial. The Commissioners ignored the citizens and their request and left us confused how the zoning that was voted in and was part of our community's development plan was so easily overturned in favor of one person's wishes. This petition is attached.
7. The request to rezone both pieces of property was not given proper consideration as the two separate properties they are. Evidence was presented of the surrounding property not aligning with the rezoning, specifically to the map where the "bullseye" was presented to show transitioning and it was clearly shown the property to be rezoned was not a transition from the commercial area of 181/64 due to the estate sized lots with established homes that lay between, within the "bullseye" prior to reaching this property. The estate property piece of this rezone was already zoned in perfect consistency with the adjoining properties along Rebel Road and the other properties in the community. The estate property should never have been treated as joint with the previously zoned RSF-3 in the consideration by the commission, regardless of the desires and intent of the developer/property owner.
8. The County Commissioners allowed presentation of an invalid traffic study, from the developer, using information from 2017 and 2019, to be submitted as evidence that this rezoning and building of more housing in our area would not affect the traffic study. The Commissioners were made aware that this information came from a time before Jubilee Farms, which consists of 900 homes, and before the Belforest School was completed, both significantly impacting traffic. Also, the traffic study was not done in the areas that included the school traffic, specifically Rebel Road. For these reasons, the traffic study did not accurately represent the traffic that is overburdening our roadways at this point in time. We can provide pictures daily showing undeniable proof that the study submitted by the developer was inaccurate. If you are going to accept a traffic study, it should be done properly as per the regulations. Your residents and citizens tried to tell you in many instances this was a HUGE issue.

Now that Highway 181 has been four laned, the risk and danger has only increased. Residents are in danger every time we try to turn off of Rebel Road. It would be valuable information to be aware of how many accidents occur within 1 mile of the County Road 64 and Highway 181 intersection. Already, these roads are overwhelmed with traffic and if the City of Daphne and County Commissioners continue to approve subdivisions, it will only worsen. There are currently 3-4 proposed rezoning and subdivision plans within 3 miles of this intersection. At some point someone should see this is detrimental to our area as it will not only affect those living in the Belforest area, but the entirety of the City of Daphne by congesting, County Road 64, Highway 181, Highway 90 and County Road 13 even more than it already is.

9. The Chief of the Belforest Fire Department stated that currently, they are unable to put out a single house fire due to not having the proper water pressure during peak usage times. This is unacceptable. They are unable to properly provide services to those that may need them in emergency situations.

10. The law enforcement in our area and the City of Daphne is overwhelmed with calls ranging from suicides, traffic accidents, burglaries, domestic disputes and other crimes. The level of crime has increased significantly during the last four (4) years in this area and within the City of Daphne and whether it is Officers of the City of Daphne or Baldwin County Sheriff's Deputies responding to these calls, we simply do not have enough of them to appropriately handle all the emergency situations that occur on a daily basis. We have had over 27 arrests within six (6) days (See attached). These are ONLY arrests and does not include all other calls received by the Daphne Police Department in which officers must respond to.

11. The area's schools are over capacity, even with the addition of the Belforest Elementary School. It reached capacity within a year of being built. We realize that there are plans for more schools to be built in this area, however, until that occurs, what is the plan to support all the new residents and the children that need to attend school? Teachers are overwhelmed with up to 35 students in each class and unable to spend the one on one time some students require. If we continue down this path, the level of education that Baldwin County and the Eastern Shore has been known for will deteriorate.

12. The medical facilities are unable to properly provide medical care to those in emergency situations. The emergency rooms are full and patients are left out in the waiting room and along the hallways because it is filled to capacity at almost all times. Local doctors have stopped taking new patients as they simply do not have the time to see everyone in need.

13. Child care is unavailable to parents. Facilities are full and are not in the position to provide child care to those that desperately need it for their younger children which have not begun formal school.

14. Property values of those already in residence will drop tremendously if more developments such as this one continue to be built. It is the simple law of supply and demand. With a flood of new housing for newcomers to choose from, the homes that are for sale will have to lower their asking price to be considered which in turn will lower the value of all the homes surrounding them. Our county is a high value county but if it is flooded with homes that will bring the value of other homes down, the value of the county and city as a whole will depreciate. We realize the property taxes and income provided by these homes and population would be substantial, however, that income will not be enough to provide the area with all of the infrastructure needed to support them.

All of this information should be considered and therefore these points cannot be excluded and should suffice to be a clear denial of this proposed rezoning.

The citizens of this area respectfully request that you DENY this rezoning and consider the quality of life of the citizens already living within and without the city limits. With so many other subdivisions in the beginning stages of development, the affect will be devastating to the already current community and quality of life of those living in this area. It will not only affect the Belforest area, but ALL surrounding areas along the Eastern Shore and beyond. (See attached Articles re: Jubilee Farms, also owned by Bertolla Properties, LLC and another article found here: Baldwin County battles growth tensions). The residents along the Eastern Shore are truly disheartened by the rapid growth without the property infrastructure to support the influx of population. The majority of citizens should always be considered and not be taken lightly. Approving this change for one citizen and a notorious developer will be detrimental to the entire area. In the end, we all understand it comes down to money. Who has it, who wants it, who will benefit financially. Having said that, the citizens of this county and city have voted for you and have entrusted you with the power to work for them and to be their voice by making decisions that would allow Baldwin County and the City of Daphne to remain a place where they can live happily and have an amazing quality of life regardless of who walks away with millions of dollars.

I have personally lived here all of my 44 years and to say that it has been heartbreaking and disappointing to see what is becoming of the Eastern Shore is devastating. Generations of families that have lived here are now considering leaving the homes they love and worked hard for due to the influx overpopulation and the lack of infrastructure in our area. We are all asking you to do what you were voted in to do and work for the majority of your citizens and not developers. When is enough going to be enough?

Sincerely,

Miranda Merritt



Baldwin County battles growth tensions

Recently released population statistics by the U.S. Census Bureau shows Baldwin County continuing with its rapid

Adrienne Jones, AICP

Re: Iron Gate
PZA 24-05

From: Adrienne Jones, AICP
Sent: Monday, March 25, 2024 3:26 PM
To: 'Michael Metz'; cod_planning
Cc: Amanda Metz
Subject: RE: Letter of Opposition - M. Metz

Good afternoon,

Thank you for sharing this information for the Planning Commission's consideration. Your correspondence will be provided to them. Feel free to attend the upcoming Public Hearing on Thursday, March 28th at 5 pm.

The Planning Commission serves in an advisory capacity. The Commission will submit a recommendation to the City Council. A subsequent public hearing will be held by the City Council. That meeting date will likely be in May or June. Please check back on Friday for more details on the Council's hearing.

Take care,
Adj

From: Michael Metz <mmez651@gmail.com>
Sent: Monday, March 25, 2024 3:09 PM
To: cod_planning <planning@Daphne.local>; Adrienne Jones, AICP <ajones@daphneal.com>
Cc: Amanda Metz <apmetz5@yahoo.com>
Subject: Letter of Opposition - M. Metz

Please see attached for a letter of opposition concerning the rezoning of the southeast intersection of Alabama Highway 181 and Milton Jones 13.

Michael Metz
25501 Austin Road
Daphne, AL 36526
228-627-9056

Begin forwarded

LETTER OF OPPOSITION to the proposed rezoning and development of 175.21 acres located southeast of the intersection of Alabama Highway 181 and Milton Jones Road 13 currently zoned RSF-E.

Dear Commission Members,

I am, Michael Metz, a resident living at 25501 Austin Road Daphne, AL. My property adjoins and will be significantly impacted by the proposed property in the subject line. As part of the Belforest Community and a resident on Austin Road, I am writing to express my strong opposition to the proposed rezoning of the property referenced above from Residential Single Family-Estate (RSF-E) to RSF-3 and Planned Unit Development (PUD). This proposed change raises significant concerns that I believe warrant careful consideration by the Planning/Zoning Board.

The current RSF-E zoning classification supports the low-density residential character of our community, providing a peaceful environment and maintaining the quality of life that many of us have come to cherish. The shift to an RSF-3/PUD represents a fundamental alteration that could lead to higher density and a mix of uses that may not align with the existing community fabric.

The master plan of Daphne was meticulously developed through several strategic steps:

1. Studying and understanding Daphne's current community conditions including population, growth prospects, economy, natural environment, development patterns, attractiveness, and mobility.
2. Creating an inspiring vision of Daphne's future and the planning principles and goals needed to achieve it.
3. Developing a blueprint for achieving that future.
4. Creating practical community implementation strategies that will move the city towards its desired future.

The proposed rezoning to an RSF-3/PUD seems to disregard the careful planning and consideration of these steps, particularly the need to maintain the city's attractiveness and the natural environment, which are key components of our current community conditions.

The increase in density that often accompanies PUDs could lead to a shift in development patterns that are at odds with the master plan's vision. This vision emphasizes controlled growth that maintains Daphne's unique character and preserves its environmental assets. The RSF-E zoning classification is aligned with this vision, ensuring low-density residential development that protects open spaces and the natural beauty of our city.

Moreover, the proposed PUD seeks to permit lot sizes that fall beneath the minimum dimensions established by the Planning Department, Planning Commission, and City Council for our community. Granting such exceptions essentially conveys that developers have the latitude to set their own benchmarks, deciding autonomously what they deem suitable for the city. Their primary objective is to optimize profits, often at the expense of the well being and interests of the existing community.

Previously, a similar project was put forward for this tract of land, and a significant concern raised by the community was the role this property plays in regional stormwater detention. It is my concern that the PUD will likely aim to satisfy only the bare minimum stormwater requirements necessary for the development itself, without considering the preservation or enhancement of the stormwater detention capabilities that currently serve the broader community. This approach could potentially compromise our existing infrastructure and neglect the long-term environmental and safety needs of our neighborhood.

Additionally, the master plan emphasizes strategies aimed at improving transportation flow and effectively managing vehicular traffic. The increased traffic congestion likely to ensue from the PUD would be detrimental to these objectives, leading to traffic chokepoints and raising safety issues on thoroughfares that are ill-equipped for heavy traffic volumes. The junction of Austin Road and CR 64 is already recognized as a problematic area with a

notable history of traffic incidents. The traffic influx from this proposed development, compounded by other regional growth and development activities, stands to exacerbate the situation at this already hazardous intersection.

The blueprint for Daphne's future, as laid out in the master plan, calls for development that is not only inspiring but also practical. It is essential that rezoning decisions support this blueprint, fostering a future that balances growth with the preservation of the community's core values.

My specific concerns regarding this rezoning proposal are as follows:

- **Environmental Impact:** The green spaces and natural stormwater detention that exist within the RSF-E zone serve as important ecological assets. Introducing a PUD could threaten local wildlife, disrupt natural water drainage systems, and reduce the overall green coverage in the area.
- **Increased Density:** The RSF-3 and PUD zoning may allow for a higher concentration of housing units or mixed-use developments, which could lead to overcrowding, strain on local infrastructure, and a loss of open space that our neighborhood currently enjoys.
- **Traffic and Congestion:** With higher density comes increased traffic. Our local roads and intersections are not equipped to handle a significant rise in vehicle activity, which could lead to increased congestion, longer commute times, and potential safety hazards for residents.
- **Community Character:** Our neighborhood's character is defined by its spacious lots, single-family homes, and cohesive aesthetic. The introduction of a PUD could lead to a variety of building types and uses that may not complement the existing style and could potentially devalue our properties.

I understand the need for development and growth within our city; however, it is crucial that such growth is managed responsibly and in a manner that respects the wishes and needs of the existing residents. The proposed change to RSF-3/PUD zoning has the potential to undermine the thoughtful planning that has gone into preserving the unique qualities of our community.

I urge the Planning/Zoning Commission to consider these points and the broader implications of this rezoning proposal. Responsible development should enhance a community, not detract from its established character and values.

Thank you for your consideration of our position on this matter.

Respectfully,



Michael Metz

25501 Austin Road

Daphne, AL 36526

mmetz651@gmail.com

228-627-9056

Adrienne Jones, AICP

From: Adrienne Jones, AICP
Sent: Wednesday, May 15, 2024 10:20 AM
To: 'Michael Metz'
Subject: RE: Letter of Opposition - M. Metz

Good morning,

A 40-ft green belt is proposed along the perimeter of the property. That would be the landscape buffer area you're referring to. The design would be established if the zoning is approved and once detailed development plans are established.

Adj

From: Michael Metz <mmetz651@gmail.com>
Sent: Wednesday, May 15, 2024 7:26 AM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Subject: Re: Letter of Opposition - M. Metz

Adrienne,

I just had a quick question about the property below. My property adjoins this proposed project. Would a landscape buffer be out of the question since there is such a difference in zoning?

Michael Metz
228-627-9056

On Mar 25, 2024, at 3:25 PM, Adrienne Jones, AICP <ajones@daphneal.com> wrote:

Good afternoon,

Thank you for sharing this information for the Planning Commission's consideration. Your correspondence will be provided to them. Feel free to attend the upcoming Public Hearing on Thursday, March 28th at 5 pm.

The Planning Commission serves in an advisory capacity. The Commission will submit a recommendation to the City Council. A subsequent public hearing will be held by the City Council. That meeting date will likely be in May or June. Please check back on Friday for more details on the Council's hearing.

Take care,
Adj

Adrienne Jones, AICP
Community Development Director

<CODSIG_9aa3e8bd-
e793-462f-9357-
7aefceb9ca77.png> ajones@daphneal.com
City of Daphne, Alabama - "The Jubilee City"
251-
Phone: 620- Web: <https://link.edgepilot.com/s/303599f0/N4nGvcEM0UmGCI4fRCveFw?u=http://www.daphneal.com/>
1700

From: Michael Metz <mmetz651@gmail.com>

Sent: Monday, March 25, 2024 3:09 PM

To: cod_planning <planning@Daphne.local>; Adrienne Jones, AICP <ajones@daphneal.com>

Cc: Amanda Metz <apmetz5@yahoo.com>

Subject: Letter of Opposition - M. Metz

Please see attached for a letter of opposition concerning the rezoning of the southeast intersection of Alabama Highway 181 and Milton Jones 13.

Michael Metz
25501 Austin Road
Daphne, AL 36526
228-627-9056

Begin forwarded

Adrienne Jones, AICP

From: Wib Magli <wrmagli@gmail.com>
Sent: Thursday, May 23, 2024 10:03 AM
To: Adrienne Jones, AICP; Troy Strunk, PLA
Subject: PZA24-05 Bertolla Properties et al PUD: Please forward to members of the Planning Commission

To the Members of the Planning Commission:

Having attended the May 13, 2024 review session on the PUD of the Bertolla property, I want to express my agreement with the concerns raised by commissioners Olen, Johnson and Spriggs, particularly as it concerns the lack of planning or detail of the proposed commercial area of the PUD. As I understand it, one of the purposes of a PUD is to give both the developer and the Planning Commission more flexibility than they might have without going through the PUD process. In exchange for this flexibility, a greater level of detail is required than would otherwise be. By refusing to plan the proposed commercial area of this PUD, the applicants are refusing to provide the level of detail that makes the PUD process effective as a planning tool.

A PUD implies a single unified project, but what the applicants have done here is package two separate projects, one of which is just a rezoning with no concrete future plan, into one PUD. A PUD shouldn't be used to rezone parcels with no detailed development plan attached. There is another rezoning process for that.

Thank you,

Wib Magli
251-367-2212

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: May 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni Annexation Petition

PRESENT ZONING: RSF-E, Residential Single Family Estate, RSF-3, Residential Single Family, and B-3, General Business, Baldwin County District 15

LOCATION: Southeast of the intersection of Milton Jones Road and Alabama Highway 181

RECOMMENDATION: At the May 23, 2024 regular meeting of the City of Daphne Planning Commission, eight members were present and the motion carried for a favorable recommendation for the above mentioned annexation petition.

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

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

Thank you,
ADJ/jv

BERTOLLA, LLC, YOTA, LLC, BONI & BONI ANNEXATION REQUEST



**BERTOLLA PROPERTIES, LLC; YOTA PROPERTIES, LLC; BONI-FREDERICK G., THOMAS,
SHARON AND JOHN CHRISTOPHER ANNEXATION REQUEST**

The applicant proposes to annex the subject property into the corporate limits. The site meets the contiguity requirement because it abuts the old portion of Austin Road and the new segment of Austin Road, a road right-of-way which are inside the Daphne city limits. The site also abuts Highway 181 across from the intersection of Milton Jones Road.

RECOMMENDATIONS

Pages 124 and 125 of the Comprehensive Plan identify Expansion Priorities. Expansion priorities show all areas the City desires to annex in the near future. The subject property is in Expansion Area 2, therefore, staff and the Planning Commission render a favorable recommendation to annex this property into the City of Daphne.

EXCERPT FROM ARTICLE 23-1 PROCEDURE [FOR ANNEXATION REQUESTS]

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

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

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



[illegible]

PARCEL 1 DESCRIPTION

[illegible]

SCS # 102

SURVEYOR'S CERTIFICATE

A VERDICT STATE THAT ALL PARTS OF TWO BUILDING AND CHIMNEY HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR BUILDING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE.

22

SAFO C 004 AL 413 40 2024 DAY

Source: DOE, EIS-00019, BLM, BIA, and BPR.

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S.F. Civil

Engineering & Surveying

Surveying
www.surveying.com
1-800-451-7262

111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564
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PROPERTY BOUNDARY &
TOPOGRAPHIC SURVEY

68\

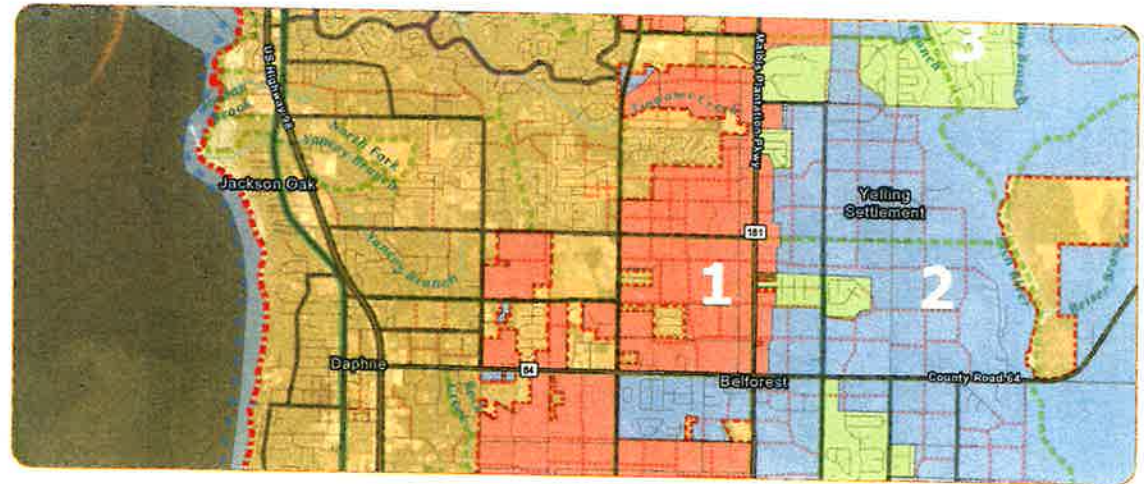
68\

EXPANSION PRIORITIES

Envision Daphne 2042 includes detailed study and planning for areas not currently in the City Limits. Based on the cumulative results of planning study, community engagement, and Daphne's planning vision and themes, expansion is required to fully achieve Daphne's envisioned future. This section illustrates the prioritized expansion of Daphne's City Limits and outlines options for achieving that expansion.

Above Right: Priority expansion areas
Opposite: Placetype Map

Methods of Extending Municipal Corporate Limits



Annexation Options

Growing cities must expand their boundaries to accommodate continued growth. Rapid growth in Daphne's planning area has led to a demonstrated need for expansion to achieve the purposes of Envision Daphne 2042. Alabama offers three options for annexation as summarized below. A report entitled "Methods of Extending Municipal Corporate Limits" produced by the The Alabama League of Municipalities and revised in 2017 provides details of Alabama's annexation options. The three options are summarized below.

1. Annexation by Local Act of the Legislature

Section 104(18) of the Constitution of Alabama of 1901 specifically allows the extension of municipal boundaries by local act of the legislature. The Alabama Municipal League recommends that once a city has discussed the proposed annexation with its legislative delegation, the city should seek approval to work with Legislative Reference Service (LRS) to prepare the annexation bill.

2. Annexation by Referendum

Sections 11-42-1 through 11-42-4 of the Code of Alabama provide for an annexation referendum. Essential requirements include: written assent of at least 2 electors and property owners of 60 percent of the acreage, a map or plat of area, Council resolution, and Certification of Mayor to Probate Judge (no election required if unanimous consent). Probate Judge orders election, notice published, and election conducted. Probate Judge determines and records election results, and issues final resolution reciting results.

Annexation by Petition of 100% of Property Owners

Sections 11-42-20 through 11-42-24 of the Alabama Code allows annexation upon unanimous consent of the persons owning property in the area. The area to be considered for annexation must actually be contiguous to the corporate limits of the municipality.

Priority Expansion Areas

Priority Expansion Area 1

Priority Expansion Area 1 includes territory immediately east of and adjacent to the current City Limits of Daphne. This area includes the important intersections along the Highway 181 corridor.

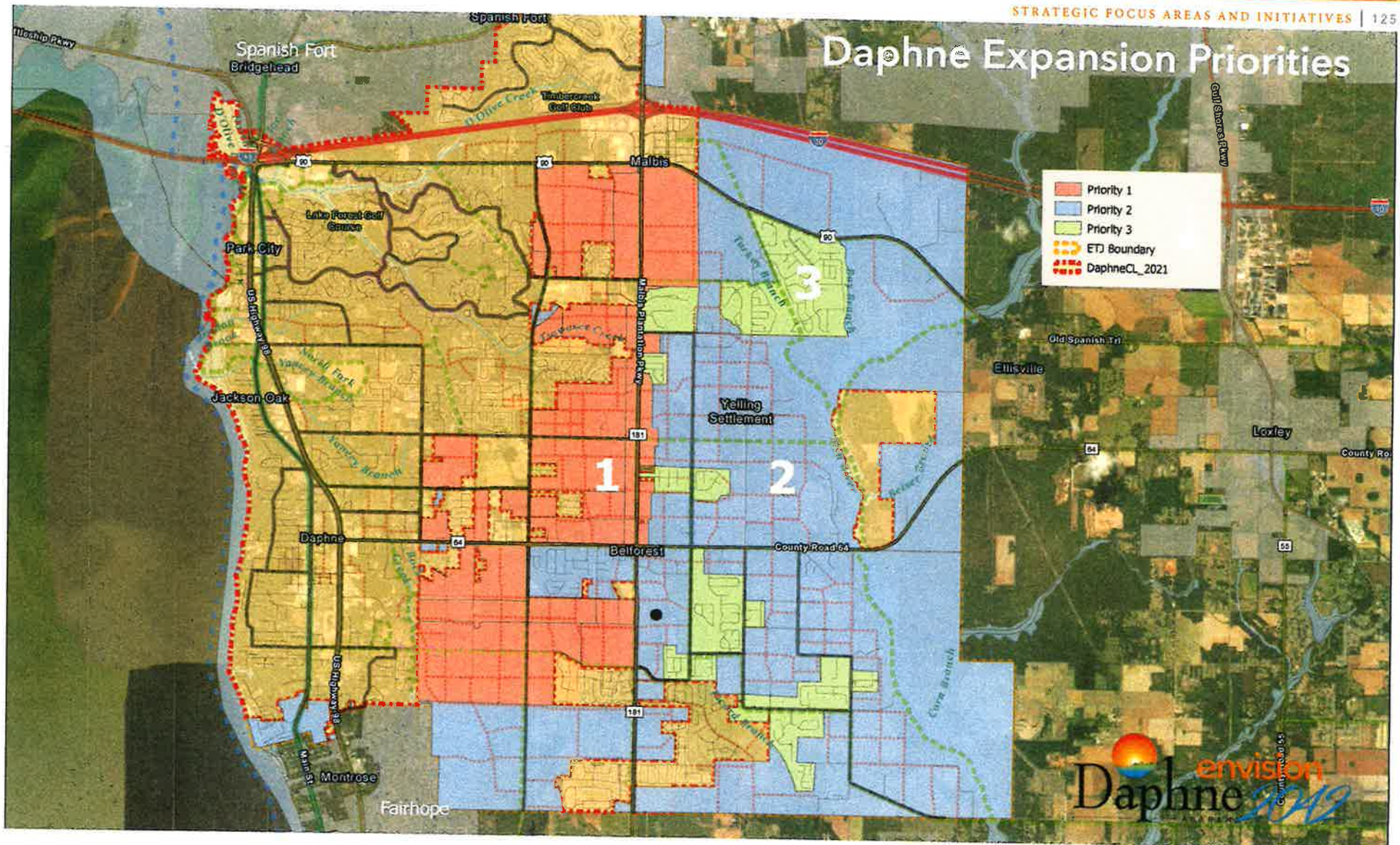
Priority Expansion Area 2

Priority Expansion Area 2 consists of land to the east of the Highway 181 corridor and lands south of the Bellaton neighborhood. This expansive area extends eastward to the limits of the planning area.

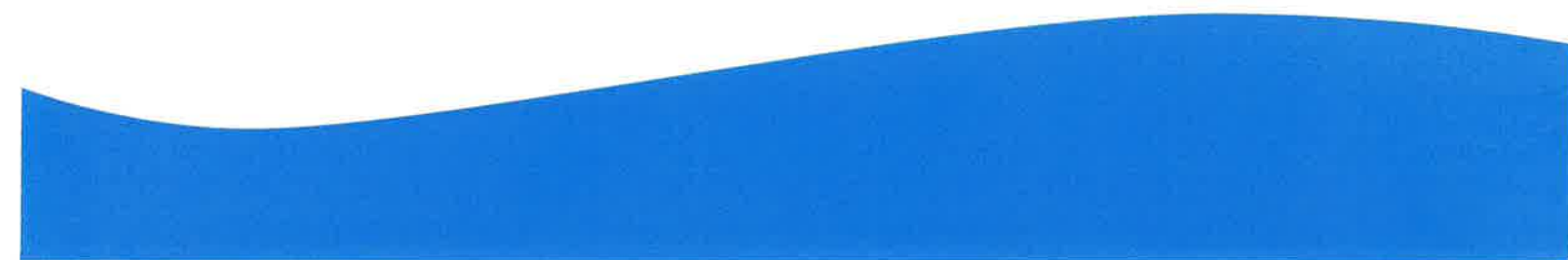
Priority Expansion Area 3

Priority Expansion Area 3 constitutes the balance of the land in the planning area. These areas are characterized by mature development.

Daphne Expansion Priorities



APPLICATION & SUPPLEMENTAL INFORMATION



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

(_____)

The undersigned corporation, BERTOLLA PROPERTIES, LLC, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, IRON GATE PUD (PIN #'s attached), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of the petition:

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

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

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

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

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

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

DATED this 13th day of December, 2023

Respectfully submitted,

Bertolla Properties LLC
Name of Corporation

By: Alexander Bertolla
Its: Owner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Belinda W Ellenburg, the undersigned Notary Public in and for said county and state, hereby certify that Alexander Bertolla whose name as Owner of Bertolla Properties, LLC an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of December, 2023.

Belinda W Ellenburg
NOTARY PUBLIC

My commission expires: 09/19/2026

Corporation's Address

P.O. Box 1527

DAPHNE AL 36526



ADDITIONAL INFORMATION

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

Initials: AB

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

Initials: AB

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

Initials: AB

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

Initials: AB

SELECT ONE OF THE FOLLOWING OPTIONS

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

Initials: AB

Or

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

Initials: _____

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 13 day of Dec., 2023.

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

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

Signature: Alexander A. Bertella Signature: _____

Printed Name: Alexander A. Bertella Printed Name: _____

Mailing Address: P.O. Box 1527 Mailing Address: _____

Daphne, Al. 36526

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

(_____)
The undersigned corporation, YOTA PROPERTIES, LLC, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, IRON GATE PUD (PIN #92957), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of the petition:

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

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

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

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

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

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

DATED this 12 day of February, 2024

Respectfully submitted,

Yota Properties
Name of Corporation

By: Tyler Dees
Its: Owner

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and official seal this the 12th day of February, 2024.

Marshia L. O'Bannon
NOTARY PUBLIC

My commission expires: 1/8/2025

Corporation's Address



ADDITIONAL INFORMATION

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

Initials: TD

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

Initials: TD

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

Initials: TD

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

Initials: TD

SELECT ONE OF THE FOLLOWING OPTIONS

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

Initials: TD

Or

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

Initials: TD

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 12 day of February, 2024.

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

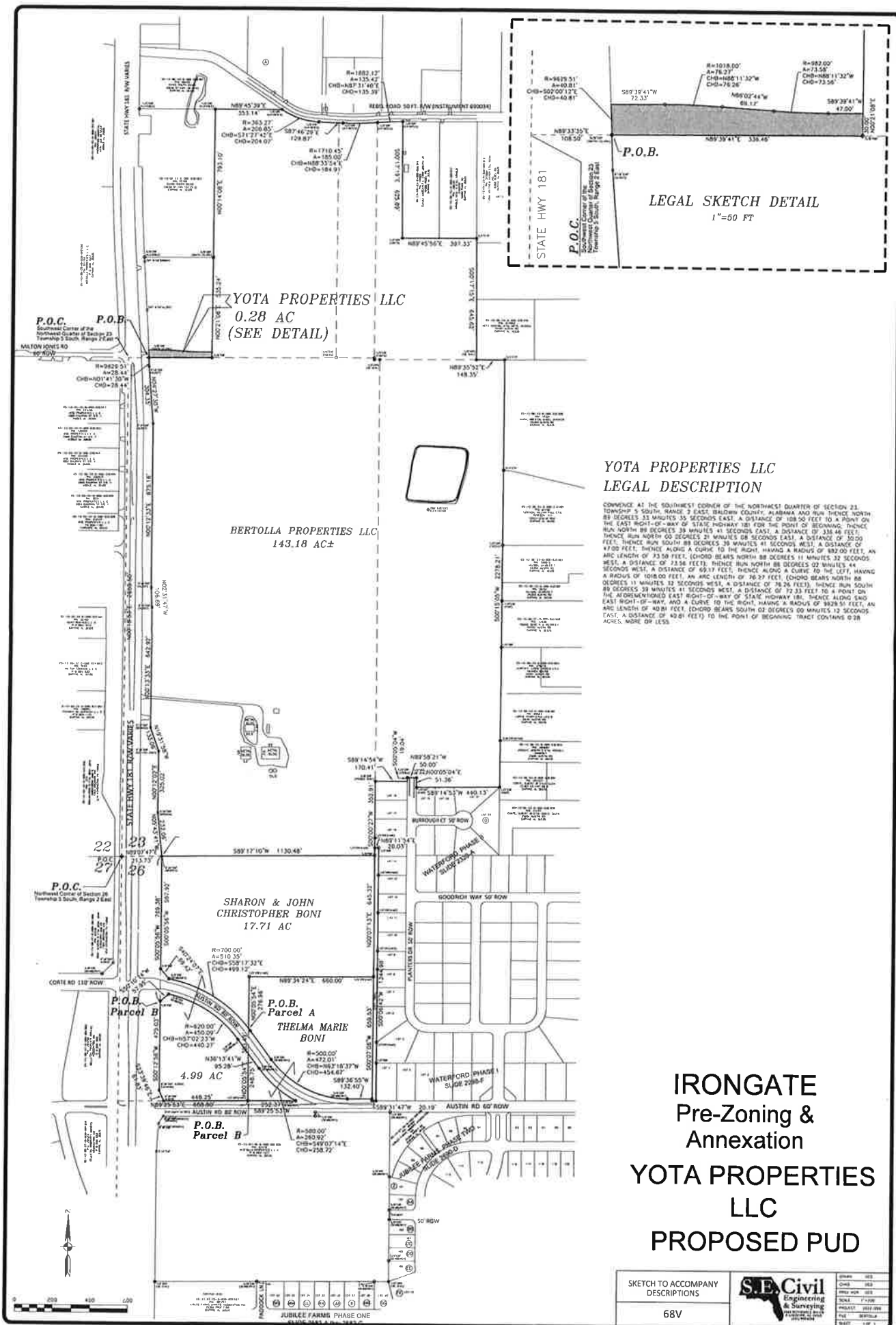
Names and Signature of ALL property owners OR principle of corporation's designee:

Signature: [Signature] Signature: _____

Printed Name: Tyler Dees Printed Name: _____

Mailing Address: 28607 CR 65 Mailing Address: _____

Loxley, AL 36551



STATE OF ALABAMA

COUNTY OF BALDWIN

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

(_____)

The undersigned, Frederick G. & Thomas Boni, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, IRON GATE PUD (PIN # 256935), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

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

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

3. **Owner:** The petitioner, Frederick G. & Thomas Boni, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

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

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

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

DATED this 21 day of November, 2023

Respectfully submitted by,

Thomas Boni
Name of Owner (Print)

[Signature]
Name of Owner (Signature)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Sydney Marie Hulett, the undersigned Notary Public in and for said county and state, hereby certify that Thomas Boni has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of November, 2023

SYDNEY MARIE HULETT
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 18, 2026

Sydney Marie Hulett
NOTARY PUBLIC

My commission expires: Feb 18 2026

Owner's Address

1208 Belle chene Drive

Mobile AL 36693

ADDITIONAL INFORMATION

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

Initials: AB

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

Initials: AB

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

Initials: AB

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

Initials: AB

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

Initials: AB

Or

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

Initials: _____

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 21 day of November 2013

Legal Description Attached (Exhibit A)? yes Map or Survey Attached (Exhibit B)? yes

Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission

Attached (Exhibit C)? _____ Acreage _____

Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: [Signature] Signature: _____

Printed Name: Thomas Boy Printed Name: _____

Mailing Address: 1208 Mailing Address: _____

Belle Chene Drive
Mobile, AL 36693

DATED this 29 day of November, 2023

Respectfully submitted by,

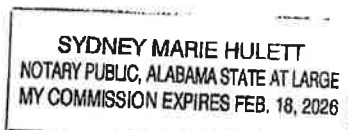
Frederick G. Boni Jr.
Name of Owner (Print)

[Signature]
Name of Owner (Signature)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Sydney Marie Hulet, the undersigned Notary Public in and for said county and state, hereby certify that Frederick Boni Jr has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of November, 2023



Sydney Marie Hulet
NOTARY PUBLIC

My commission expires: Feb 18 2026

Owner's Address

2605 Springhill Ave.
Mobile, AL 36607

ADDITIONAL INFORMATION

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

Initials: _____

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

Initials: _____

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

Initials: _____

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

Initials: _____

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

Initials: _____

Or

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

Initials: _____

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the ____ day of _____, 20____.

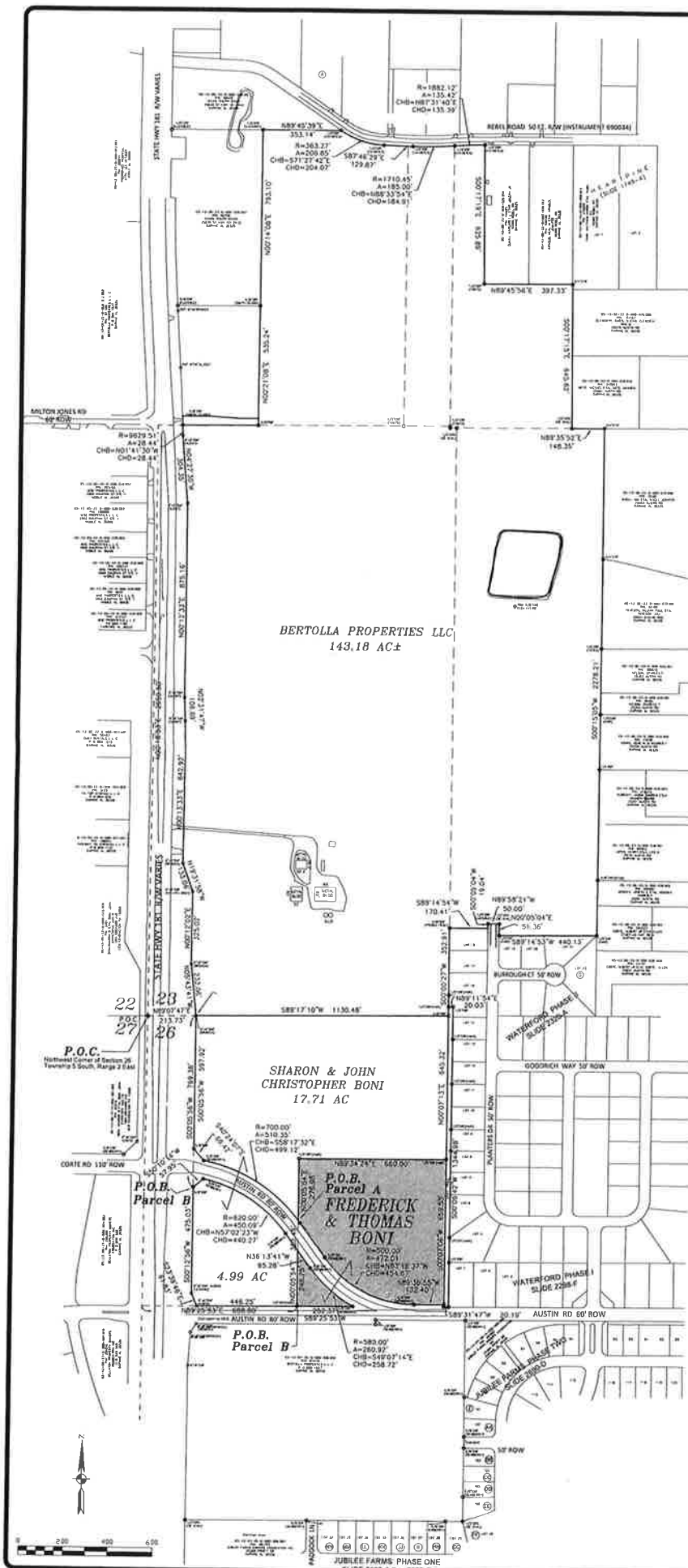
Legal Description Attached (Exhibit A)? YES Map or Survey Attached (Exhibit B)? YES
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? _____ Acreage _____
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: [Signature] Signature: _____

Printed Name: Frederick G. Borst Printed Name: _____

Mailing Address: 2605 Springhill Ave. Mailing Address: _____
Mobile, AL 36607



FREDERICK & THOMAS LEGAL DESCRIPTION

Parcel A

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 1300.31 FEET; THENCE RUN NORTH 89 DEGREES 29 MINUTES 53 SECONDS EAST, A DISTANCE OF 688.80 FEET; THENCE RUN NORTH 00 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 383.45 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE NORTH 00 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 276.50 FEET; THENCE RUN SOUTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 880.00 FEET; THENCE RUN NORTH 89 DEGREES 29 MINUTES 53 SECONDS WEST, A DISTANCE OF 443.82 FEET TO A POINT ON THE NORTH MARGIN OF AUSTIN ROAD, THENCE RUN SOUTH 89 DEGREES 36 MINUTES 33 SECONDS WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 132.40 FEET; THENCE CONTINUING ALONG SAID NORTH MARGIN AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 432.00 FEET, (CHORD BEARS NORTH 63 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 454.67 FEET); THENCE RUN NORTH 36 DEGREES 18 MINUTES 10 SECONDS WEST, A DISTANCE OF 203.87 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 8.45 ACRES, MORE OR LESS.

Parcel B

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 1300.31 FEET; THENCE RUN NORTH 89 DEGREES 29 MINUTES 53 SECONDS EAST, A DISTANCE OF 688.80 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 00 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 383.45 FEET TO A POINT ON THE SOUTH MARGIN OF AUSTIN ROAD, THENCE RUN SOUTH 89 DEGREES 36 MINUTES 33 SECONDS WEST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 393.33 FEET; THENCE CONTINUING ALONG SAID SOUTH MARGIN AND A CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, AN ARC LENGTH OF 760.92 FEET, (CHORD BEARS SOUTH 49 DEGREES 03 MINUTES 14 SECONDS EAST, A DISTANCE OF 758.22 FEET); THENCE RUN SOUTH 89 DEGREES 29 MINUTES 53 SECONDS WEST, A DISTANCE OF 152.37 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 2.60 ACRES, MORE OR LESS.

IRONGATE
Pre-Zoning &
Annexation

**FREDERICK & THOMAS
BONI
PROPOSED PUD**

SKETCH TO ACCOMPANY
DESCRIPTIONS

68V



Sheet 200
Date 08/01/2008
Scale 1"=200'
Project 2007-0004
File 2007-0004
Sheet 1 of 1

STATE OF ALABAMA

COUNTY OF BALDWIN

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

(_____)

Ann

The undersigned, Sharon O. & John Christopher Boni, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, IRON GATE PUD (pin # 3718), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

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

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

3. **Owner:** The petitioner, Sharon O. & John Christopher Boni, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

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

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

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

DATED this 28th day of November, 2023

Respectfully submitted by,

Sharon Ann Boni

Name of Owner (Print)

Sharon Ann Boni

Name of Owner (Signature)

STATE OF PA
COUNTY OF BUTLER

I, VANCE WAGNER, the undersigned Notary Public in and for said county and state, hereby certify that SHARON ANN BONI has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of NOVEMBER, 2023

Commonwealth of Pennsylvania - Notary Seal
Vance Wagner, Notary Public
Butler County
My commission expires December 22, 2024
Commission number 1211810
Member, Pennsylvania Association of Notaries

V. Wagner
NOTARY PUBLIC

My commission expires: 12/22/2024

Owner's Address

126 Iron Bridge Road
Sarver, PA 16055

DATED this 28 day of November, 2023

Respectfully submitted by,

Name of Owner (Print) John Christopher Boni

Name of Owner (Signature) [Signature]

STATE OF PA
COUNTY OF BUTLER

I, Vance Wagner, the undersigned Notary Public in and for said county and state, hereby certify that JOHN CHRISTOPHER BONI has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of NOVEMBER, 2023

Commonwealth of Pennsylvania - Notary Seal
Vance Wagner, Notary Public
Butler County
My commission expires December 22, 2024
Commission number 1211810
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC [Signature]

My commission expires: 12/22/2024

Owner's Address

1365 Orchard Ave
New Kensington, PA 15068

ADDITIONAL INFORMATION

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

Initials: ACB

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

Initials: ACB

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

Initials: ACB

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

Initials: ACB

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

Initials: ACB

Or

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

Initials: _____

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 28 day of November 2023.

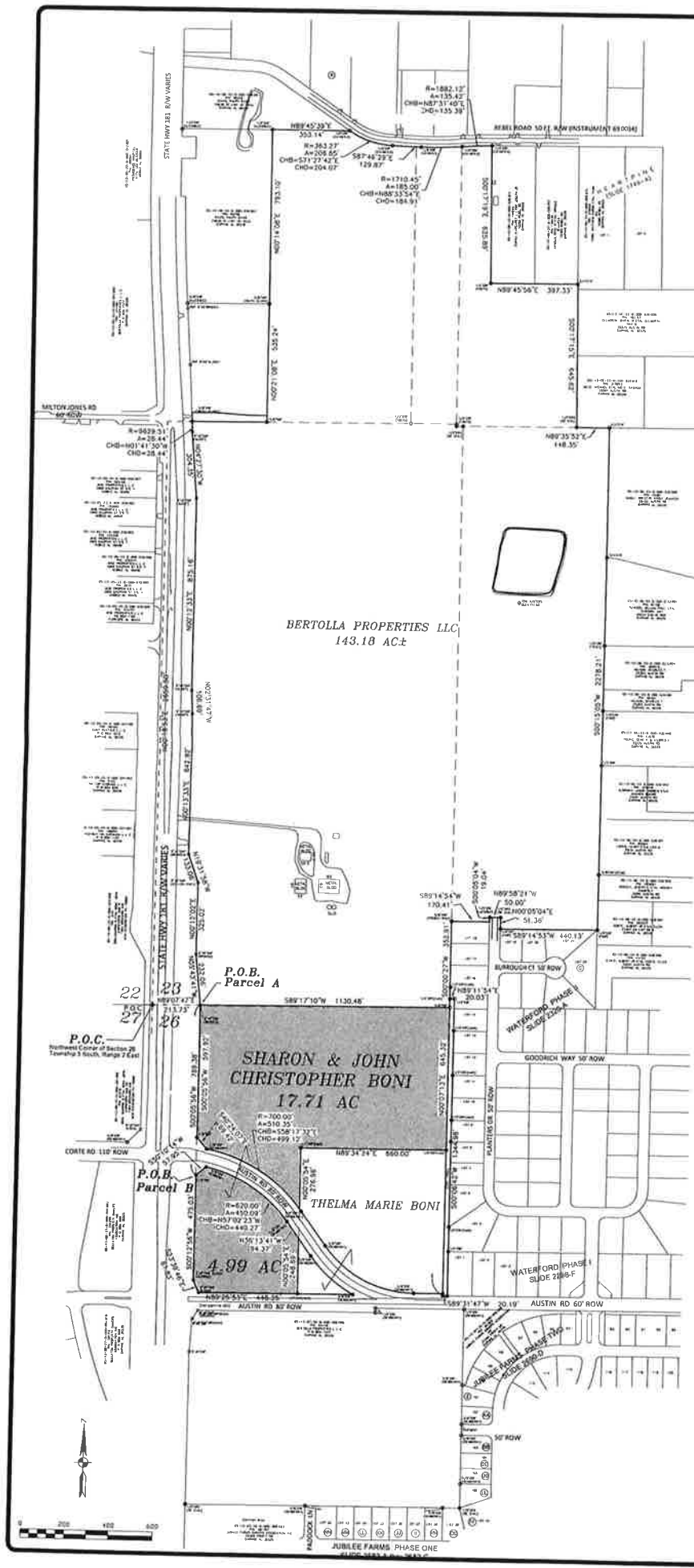
Legal Description Attached (Exhibit A)? yes Map or Survey Attached (Exhibit B)? yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? _____ Acreage _____
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: John Christopher Boni Signature: Sharon Ann Boni

Printed Name: John Christopher Boni Printed Name: Sharon Ann Boni
1365 Orchard Ave 126 Iron Bridge Road

Mailing Address: New Kensington, PA 15068 Mailing Address: Sarver, PA 16055



SHARON & JOHN CHRISTOPHER BONI LEGAL DESCRIPTION

Parcel A

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 88 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.75 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 387.91 FEET; THENCE RUN ON THE NORTH MARGIN OF AUSTIN ROAD, THENCE ALONG SAID NORTH MARGIN, AND A CHORD BEARS SOUTH 58 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 499.12 FEET; THENCE CONTINUING ALONG SAID NORTH MARGIN OF AUSTIN ROAD, RUN NORTH 00 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 276.96 FEET; THENCE DEPARTING SAID NORTH MARGIN, RUN NORTH 88 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 845.32 FEET; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 1130.48 FEET TO THE POINT OF BEGINNING; TRACT CONTAINS 17.71 ACRES, MORE OR LESS.

Parcel B

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 88 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.75 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 387.91 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 475.03 FEET; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 414.91 FEET; THENCE RUN NORTH 88 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 448.25 FEET; THENCE POINT ON THE SOUTH MARGIN OF AUSTIN ROAD, THENCE RUN NORTH 36 DEGREES 13 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 34.37 FEET; THENCE ALONG SAID SOUTH MARGIN, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 830.00 FEET, AN ARC LENGTH OF 450.00 FEET, THENCE BEARS NORTH 57 DEGREES 02 MINUTES 23 SECONDS WEST, A DISTANCE OF 448.25 FEET; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 37.95 FEET TO THE POINT OF BEGINNING; TRACT CONTAINS 4.99 ACRES, MORE OR LESS.

IRONGATE Pre-Zoning & Annexation SHARON & JOHN CHRISTOPHER BONI PROPOSED PUD

SKETCH TO ACCOMPANY
DESCRIPTIONS

68V

S.E. Civil
Engineering & Surveying
INCORPORATED
1000 N. 10TH AVE.
TULSA, OK 74103
PHONE: 918.438.1111
FAX: 918.438.1112
WWW: SECIVIL.COM

Drawn: JCB
Checked: JCB
Reviewed: JCB
Project: IRONGATE
File: BERTOLLA
Sheet: 1 OF 1

IRON GATE
A Planned Unit Development
Bertolla Properties, LLC
Legal Description

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 33 MINUTES 35 SECONDS EAST, A DISTANCE OF 108.50 FEET POINT ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 336.46 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 08 SECONDS EAST, A DISTANCE OF 535.24 FEET; THENCE RUN NORTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 793.10 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, A DISTANCE OF 353.14 FEET TO A POINT ON THE SOUTH MARGIN OF REBEL ROAD; THENCE RUN ALONG SAID SOUTH MARGIN, THE FOLLOWING DESCRIBED COURSES:

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 363.27 FEET, AN ARC LENGTH OF 206.85 FEET, (CHORD BEARS SOUTH 71 DEGREES 27 MINUTES 42 SECONDS EAST, A DISTANCE OF 204.07 FEET);

SOUTH 87 DEGREES 46 MINUTES 29 SECONDS EAST, A DISTANCE OF 129.87 FEET;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1710.45 FEET, AN ARC LENGTH OF 185.00 FEET, (CHORD BEARS NORTH 88 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 184.91 FEET);

THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1882.12 FEET, AN ARC LENGTH OF 135.42 FEET, (CHORD BEARS NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 135.39 FEET);

THENCE DEPARTING SAID SOUTH MARGIN OF REBEL ROAD, RUN SOUTH 00 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 625.89 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 56 SECONDS EAST, A DISTANCE OF 397.33 FEET; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 15 SECONDS EAST, A DISTANCE OF 645.62 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 148.35 FEET; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 05 SECONDS WEST, A DISTANCE OF 2278.21 FEET TO A POINT ON THE NORTH LINE OF WATERFORD PHASE II, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2320-A BALDWIN COUNTY PROBATE RECORDS; THENCE ALONG THE NORTH AND WEST LINE OF SAID WATERFORD PHASE II, THE FOLLOWING DESCRIBED COURSES:

SOUTH 89 DEGREES 17 MINUTES 12 SECONDS WEST, A DISTANCE OF 440.18 FEET;

NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 51.36 FEET;

SOUTH 89 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET;

SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 19.04 FEET;

SOUTH 89 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.44 FEET;

SOUTH 00 DEGREES 00 MINUTES 06 SECONDS EAST, A DISTANCE OF 352.91 FEET;

NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 20.03 FEET;

SOUTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 1344.98 FEET TO A POINT ON THE NORTH MARGIN OF AUSTIN ROAD;

THENCE RUN SOUTH 89 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 20.19 FEET; THENCE DEPARTING SAID NORTH MARGIN, RUN NORTH 00 DEGREES 07 MINUTES 10 SECONDS EAST, A DISTANCE OF 1304.86 FEET; THENCE RUN SOUTH 89 DEGREES 17

Exhibit
A

MINUTES 10 SECONDS WEST, A DISTANCE OF 1130.48 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181; THENCE RUN ALONG SAID EAST MARGIN THE FOLLOWING DESCRIBED COURSES:

NORTH 05 DEGREES 43 MINUTES 41 SECONDS WEST, A DISTANCE OF 232.06 FEET;

NORTH 00 DEGREES 12 MINUTES 02 SECONDS EAST, A DISTANCE OF 325.02 FEET;

NORTH 19 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 133.06 FEET;

NORTH 00 DEGREES 13 MINUTES 33 SECONDS EAST, A DISTANCE OF 642.92 FEET;

NORTH 02 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 106.69 FEET;

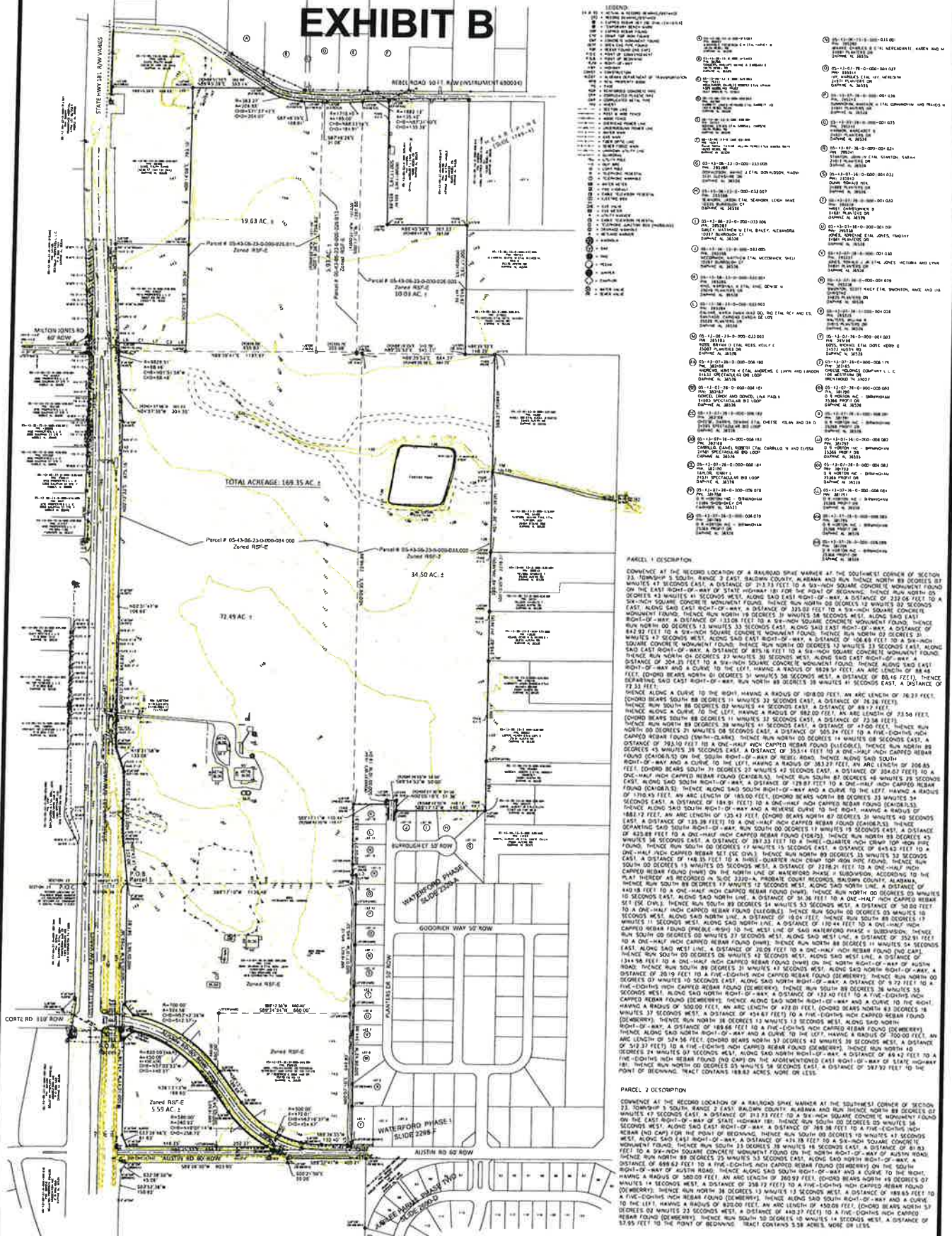
NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 875.16 FEET;

NORTH 04 DEGREES 27 MINUTES 30 SECONDS WEST, A DISTANCE OF 304.35 FEET;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9629.51 FEET, AN ARC LENGTH OF 47.66 FEET, (CHORD BEARS NORTH 01 DEGREES 44 MINUTES 56 SECONDS WEST, A DISTANCE OF 47.66 FEET) TO THE POINT OF BEGINNING.

TRACT CONTAINS 143.18 ACRES, MORE OR LESS.

EXHIBIT B



Case	Reaction	Conc. of reactants
1.1	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.2	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.3	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.4	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.5	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.6	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.7	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.8	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.9	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M
1.10	$\text{H}_2\text{O} + \text{H}_2\text{O} \rightleftharpoons \text{H}_3\text{O}^+ + \text{OH}^-$	5.5 M

Case	Radius	ARC LENGTH	CHORD BEARING	CHORD LENGTH
1	0.1875	16.23	589.14 27.5	16.20
2	0.1250	11.56	589.14 27.5	11.54

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


DAVID L. SMITH, A.L.S. #12 2004-01

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL



PROPERTY BOUNDARY &
TOPOGRAPHIC SURVEY

S.E. Civil
Engineering
& Surveying
10000 N.W. 11th Ave., Suite 100
Miami, FL 33150
(305) 551-1100



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: May 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: 68V Baldwin Land Holdings, LLC Pre-Zoning Amendment

PRESENT ZONING: Unzoned, Baldwin County District 7

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

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

RECOMMENDATION: At the May 23, 2024 regular meeting of the City of Daphne Planning Commission, eight members were present, and the motion carried unanimously for a favorable recommendation for the above captioned pre-zoning amendment.

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

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

Thank you,
ADJ/jv

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



68V BALDWIN HOLDINGS

Prezoning Amendment

Zoning Classification:

Unzoned in Baldwin County
District 7 Planning Area

Existing Utility Service

Providers: Riviera Utilities, AT&T,
Belforest Water, Baldwin
County Sewer, Fairhope Gas

Affected City Service

Providers: Fire Station 3, Police
Beat 3, Public Works

Surrounding Zonings/Uses:

- **North**-Unzoned
- **South**- R-6(G), Garden/Patio Homes
- **East**-R-2, Medium Density Single Family
- **West**-Unzoned

Proposed Zoning:

R-6(G), Garden/Patio Home

Development Concept:

Single Family Subdivision

Comprehensive Plan Place

type: Agricultural abuts
Suburban Neighborhood

Staff Recommendation to PC:

Favorable

Council District: 4

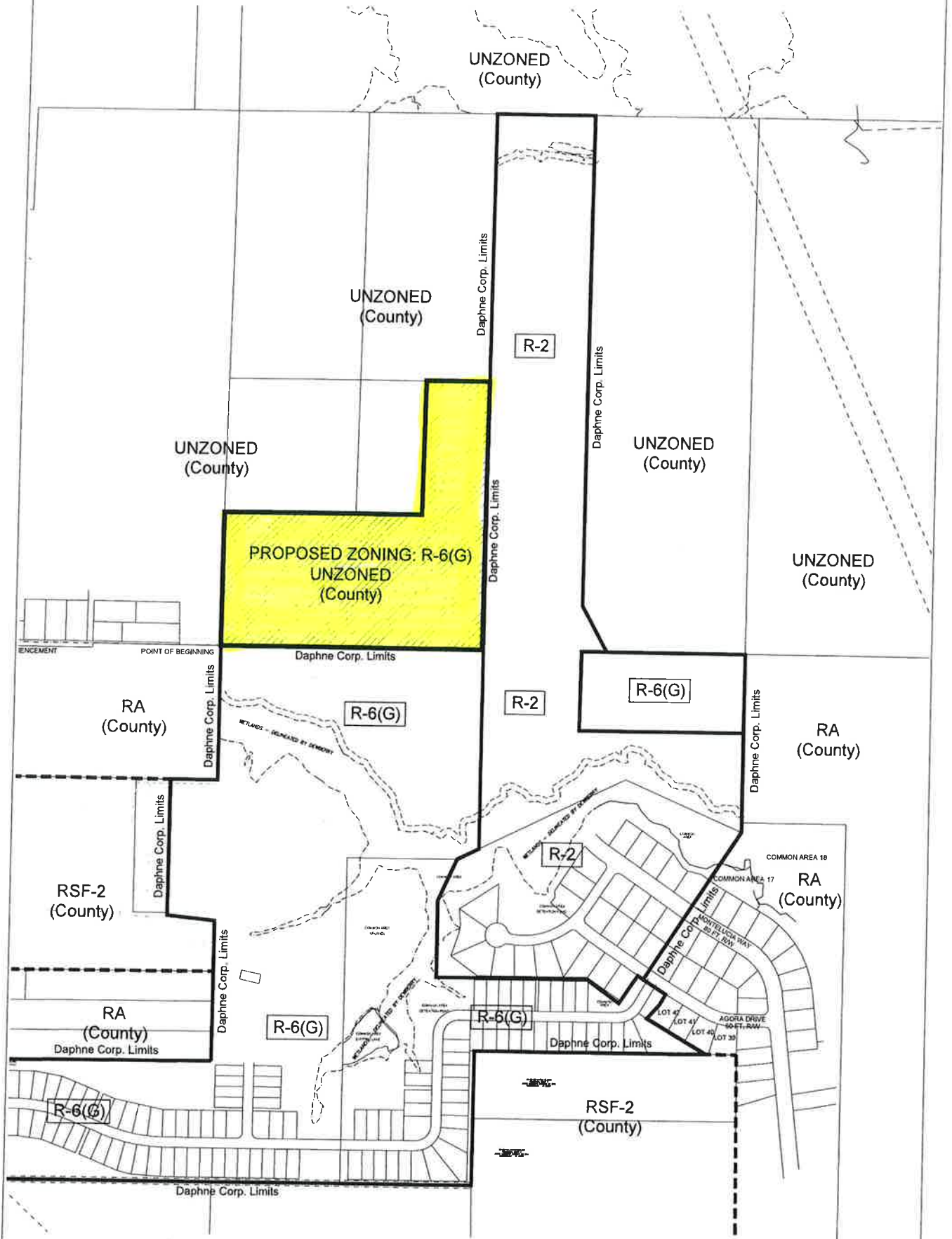
Existing Conditions:

24.93 acres

Planning Commission

Recommendation: Favorable

Map of Present and Proposed Zoning



The Reserve at Daphne

PROPOSAL:

The applicant proposes to pre-zone the subject property to R-6(G), Garden/Patio Home. This would be an expansion of The Reserve at Daphne, an existing single family residential district.

Envision Daphne 2042 Comprehensive Plan

In summary, the proposed rezoning request for R-6(G) is considered to be compatible with the existing development in the Reserve at Daphne subdivision located to the east and south of the subject property.

- The proposed residential land use is considered compatible with the existing residential uses in the general vicinity.
- The subject property identified by the Comprehensive Plan as Agriculture and Rural placetype. The parcel is located west and north of the land that is inside the city limits identified by the Plan as Suburban Neighborhood placetype.
- The primary planned land use in the Agriculture and Rural placetype is agriculture, forestry, recreation. The secondary use is estate residential. The intensity range is 1 to 2 acres per dwelling unit. As sewer service is provided in the future, densities may increase to up to 4 units per acre with conversion to other placetypes.
- The primary planned land use in the Suburban Neighborhood placetype is single family detached residential.
- The proposed R-6(G), Garden/Patio Home, rezoning request is consistent with the primary planned land use of the abutting placetype designation of the Future Development (i.e. Land Use) Map.
- Pages 124 and 125 of the Comprehensive Plan identify Expansion Priorities. Expansion priorities show all areas the City desires to annex in the near future. The subject property is in Expansion Area 2.

RECOMMENDATION:

Overall, staff is in favor of the proposed request because it is compatible with the existing land uses in the area and the adjacent placetype designation of the Envision Daphne 2042 Comprehensive Plan. Thus, staff recommends the Planning Commission render a favorable recommendation to the City Council to approve the rezoning request.

With regard to the Envision Daphne 2042 Comprehensive Plan, Staff recommends the Planning Commission amend the placetype designation from Agriculture and Rural to Suburban Neighborhood.

PLANNING COMMISSION RECOMMENDATION: FAVORABLE

Excerpt from Envision Daphne 2042 Map 4-4 Agricultural and Rural



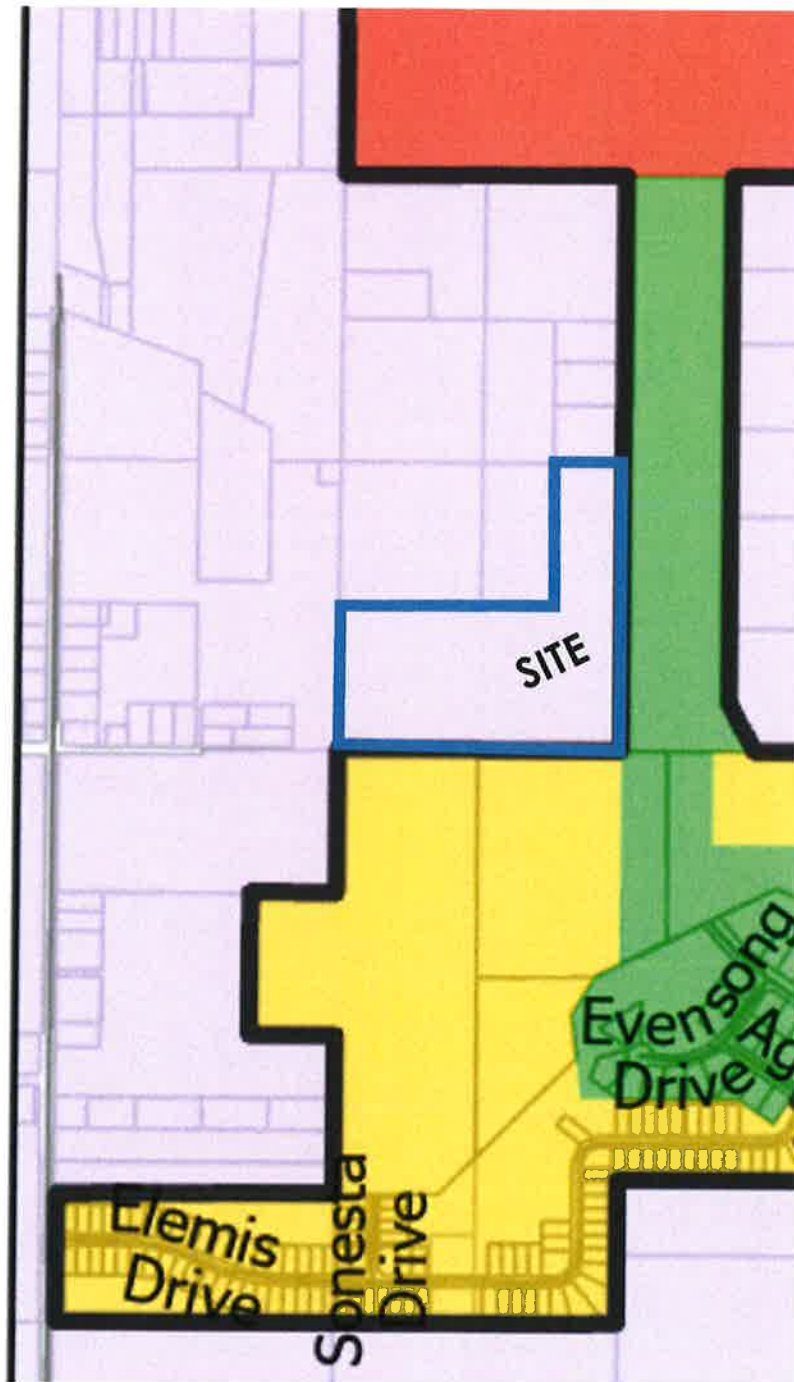
Excerpt from Envision Daphne 2042 Map 4-6 Suburban Neighborhood





Excerpt from County's Map on ISV

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



Excerpt from Daphne Zoning Map

Zoning Key

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

COMMUNITY DEVELOPMENT



May 10, 2024

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for 68V Baldwin Land Holdings, LLC containing 24.93 acres +/- located north of the intersection of County Road 64 and Montelucia Way unzoned, Baldwin County District 15, to be pre-zoned as R-6(G), Garden or Patio Home. A petition to annex said property has also been submitted.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, May 15, 2024 at 8:30 a.m. in the Council Chambers of City Hall. The public is invited to attend: limited participation may be allowed by the chairman.

The public hearing will be held by the Daphne Planning Commission on Thursday, May 23, 2024 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, or by representation.

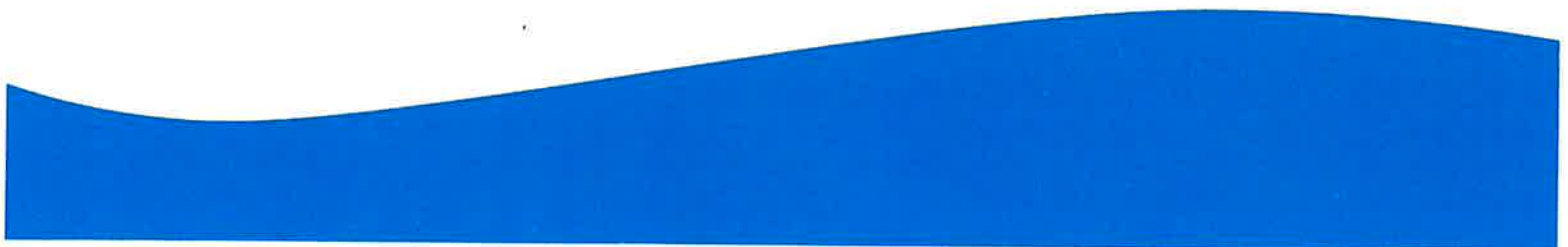
Sincerely,
Adrienne D. Jones, AICP,
Director of Community Development

68V Baldwin Land Holdings, LLC Pre-Zoning Amendment

68V Baldwin LAND HOLDINGS, LLC

Parcel Number	Pin	Owner Name	Address	City	State	Zip
05-43-01-12-0-000-021.003	8905	HOLLAWAY, BELL	11375 HOLLAWAY LANE	DAPHNE	AL	36526
05-43-01-12-0-000-017.000	29021	MEANS, DARYL O ETUX THERESA L	PO BOX 1406	DAPHNE	AL	36526
05-43-01-12-0-000-023.000	3638	68V BALDWIN LAND HOLDINGS L L C	707 BELROSE AVE	DAPHNE	AL	36526
05-43-01-12-0-000-022.000	41859	PERDUE, JOHNNIE	P O BOX 820	DAPHNE	AL	36526
		TAYLOR, ALFRED L ETAL TAYLOR, BAILEY L; AND HARRIS, LUCILLE TAYLOR				
		(HARRIS, IRIS -AT AND TY-IN-FACT- FOR TAYLOR, ALFRED) (HARRIS, AND				
		LUCILLE -SUCCESSOR-ATTY-IN-FACT- FOR TA AND YLOR, ALFRED)				
05-43-01-12-0-000-008.000	47557	MEANS, DARYL	5504 WINDMILL DR	MOBILE	AL	36693
05-43-01-12-0-000-017.003	44262	LAZZARI VICTOR III	PO BOX 1406	DAPHNE	AL	36526
05-43-06-13-0-000-002.004	25349	S.E. CIVIL	5385 RODGER RD	DAPHNE	AL	36526
			9969 WINDMILL ROAD	FAIRHOPE	AL	36526

APPLICATION
&
SUPPLEMENTAL INFORMATION





APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Date Submitted April 22, 24

Application Number:

Planning Commission Public

ZA- or PZA- 24-06

Hearing Date: May 23, 24

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

SITE DATA

Site Location (Address or General Proximity to Nearest Intersection):

PPIN#(s):

East of Larry Street Rd.

3638

Gross Site Area (acreage):

24.93

Requested Zoning or Pre-Zoning: R6-G

Current Zoning Designation(s):

Unzoned

Amended Request:

Initials: Date: 3/27/2024

Current Land Use: VACANT

Anticipated Land Use: RESIDENTIAL SUBDIVISION

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

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

Annexation Subdivision Site Plan Special Exception Variance Specify Other

APPLICANT & AGENT INFORMATION

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

Name of Current Owner:

68V BALDWIN LAND HOLDINGS, LLC

Mailing Address:

707 BELROSE AVE. DAPHNE, AL. 36526

Phone/Fax: 251-487-8398

E-mail: ckelly@68ventures.com

Name of Authorized Agent:

AARON COLLINS

Mailing Address:

9969 WINDMILL ROAD, FAIRHOPE, AL. 36532

Phone/Fax: 251-990-6566

E-mail: acollins@secivileng.com

Name of Developer*:

68V RESERVE AT DAPHNE 2021, LLC

Phone/Fax: 251-487-8398

E-mail: ckelly@68ventures.com

Other:

Phone/Fax:

E-mail:

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

Applicant's Signature: [Signature]

Date 4/17/24

Agent's Signature:

Date



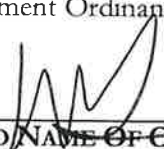
REVERSIONARY CLAUSE ACKNOWLEDGEMENT

SKIP THIS PAGE IF REQUESTING PRE-ZONING OR PLANNED UNIT DEVELOPMENT ZONING

Pursuant to Article 22-2 of the Land Use & Development Ordinance, zoning and rezoning may revert back to prior designation if certain conditions are not met. Said conditions are specified in Article 22 of the Land Use Ordinance. Legibly sign and print/type responses below. Indicate N/A or an "X" where item is not applicable. **Submit with rezoning request where applicable.**

CURRENT OWNER'S ACKNOWLEDGEMENT

I, Will Lowery, acknowledge that I am aware that this rezoning request is subject to a reversionary clause as noted in Article 22-2 of the Land Use & Development Ordinance. Date: 4/16/24



PRINTED NAME OF CURRENT OWNER/PETITIONER

DEVELOPER'S ACKNOWLEDGEMENT

I, Will Lowery on behalf of G8V Baldwin Land Holdings, LLC, acknowledge that I am aware that this rezoning request is subject to a reversionary clause as noted in Article 22-2 of the Land Use & Development Ordinance. Date: 4/16/24



PRINTED NAME OF DEVELOPER

PROPERTY ADDRESS OR PPIN#(s): 3638

LEGAL DESCRIPTION
PID 05-43-01-12-0-000-023.000

EXHIBIT "A"

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS EAST, A DISTANCE OF 1320.22 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 23 MINUTES 24 SECONDS EAST, A DISTANCE OF 660.28 FEET TO A ONE AND ONE-HALF INCH OPEN TOP IRON PIPE FOUND; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 40 SECONDS EAST, A DISTANCE OF 995.86 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 00 DEGREES 42 MINUTES 39 SECONDS EAST, A DISTANCE OF 663.41 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, A DISTANCE OF 316.88 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 1327.87 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN NORTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, A DISTANCE OF 1320.60 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 24.93 ACRES, MORE OR LESS.

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: May 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: 68V Baldwin Land Holdings, LLC Annexation Petition

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

PRESENT ZONING: Unzoned, Baldwin County District 7

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

RECOMMENDATION: At the May 23, 2024 regular meeting of the City of Daphne Planning Commission, eight members were present and the motion carried unanimously for a favorable recommendation for the above mentioned annexation petition.

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

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

Thank you,
ADJ/jv

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

ANNEXATION PETITION

68V BALDWIN LAND HOLDINGS, LLC

THE RESERVE ANNEXATION REQUEST

The applicant proposes to annex the subject property into the corporate limits. The site meets the contiguity requirement because the land abuts The Reserve subdivision which is inside the Daphne corporate limits.

RECOMMENDATION

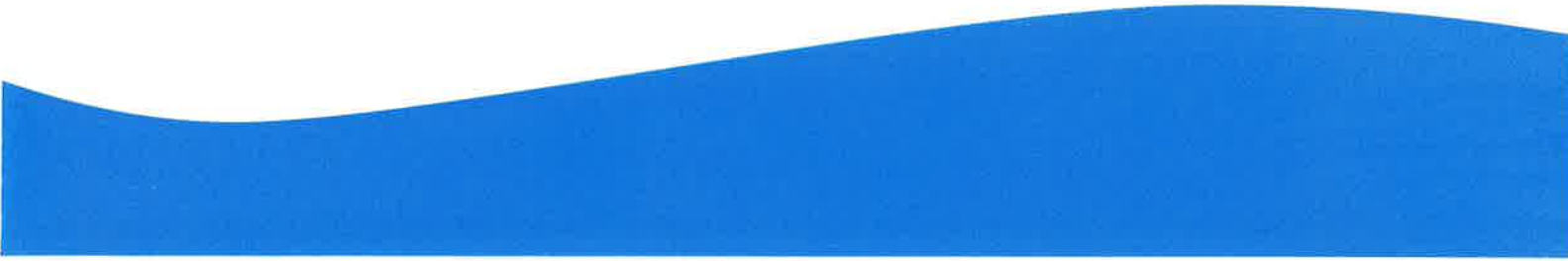
Pages 124 and 125 of the Comprehensive Plan identify Expansion Priorities. Expansion priorities show all areas the City desires to annex in the near future. The subject property is in Expansion Area 2. Staff and the Planning Commission render a favorable recommendation to annex this property into the City of Daphne.

EXCERPT FROM ARTICLE 23-1 PROCEDURE [FOR ANNEXATION REQUESTS]

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

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

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

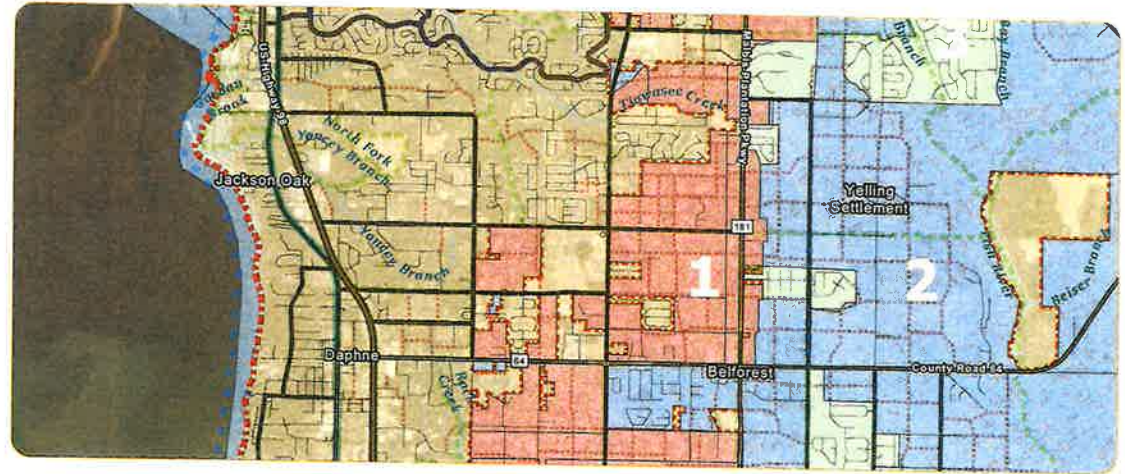


EXPANSION PRIORITIES

Envision Daphne 2042 includes detailed study and planning for areas not currently in the City Limits. Based on the cumulative results of planning study, community engagement, and Daphne's planning vision and themes, expansion is required to fully achieve Daphne's envisioned future. This section illustrates the prioritized expansion of Daphne's City Limits and outlines options for achieving that expansion.

Above Right: Priority expansion areas
Opposite: Placetype Map

Methods of Extending Municipal Corporate Limits



Annexation Options

Growing cities must expand their boundaries to accommodate continued growth. Rapid growth in Daphne's planning area has led to a demonstrated need for expansion to achieve the purposes of Envision Daphne 2042. Alabama offers three options for annexation as summarized below. A report entitled "Methods of Extending Municipal Corporate Limits" produced by the The Alabama League of Municipalities and revised in 2017 provides details of Alabama's annexation options. The three options are summarized below.

1. Annexation by Local Act of the Legislature

Section 104(18) of the Constitution of Alabama of 1901 specifically allows the extension of municipal boundaries by local act of the legislature. The Alabama Municipal League recommends that once a city has discussed the proposed annexation with its legislative delegation, the city should seek approval to work with Legislative Reference Service (LRS) to prepare the annexation bill.

2. Annexation by Referendum

Sections 11-42-1 through 11-42-4 of the Code of Alabama provide for an annexation referendum. Essential requirements include: written assent of at least 2 electors and property owners of 60 percent of the acreage, a map or plat of area, Council resolution, and Certification of Mayor to Probate Judge (no election required if unanimous consent). Probate Judge orders election, notice published, and election conducted. Probate Judge determines and records election results, and issues final resolution reciting results.

Annexation by Petition of 100% of Property Owners

Sections 11-42-20 through 11-42-24 of the Alabama Code allows annexation upon unanimous consent of the persons owning property in the area. The area to be considered for annexation must actually be contiguous to the corporate limits of the municipality.

Priority Expansion Areas

Priority Expansion Area 1

Priority Expansion Area 1 includes territory immediately east of and adjacent to the current City Limits of Daphne. This area includes the important inter-sections along the Highway 181 corridor.

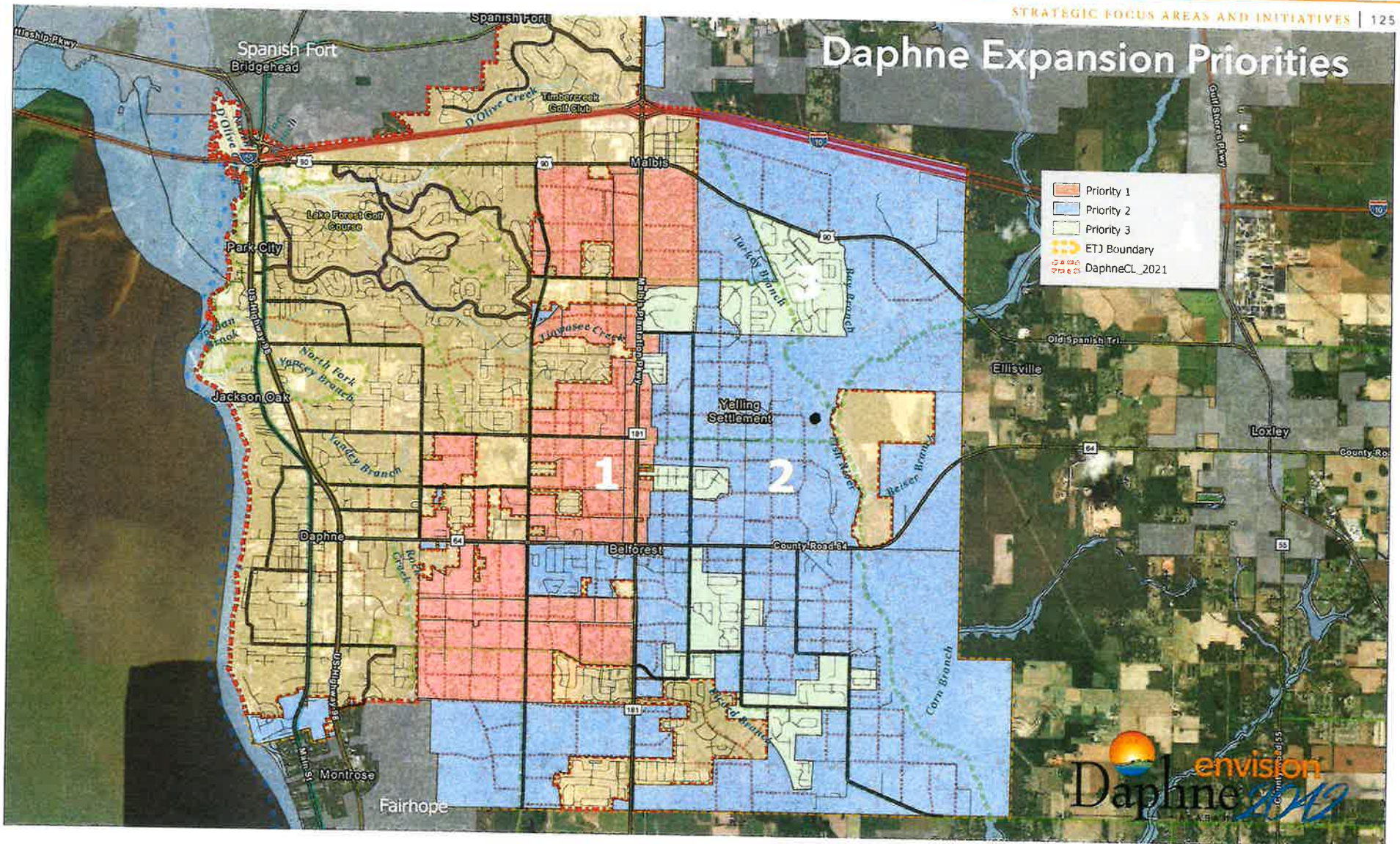
Priority Expansion Area 2

Priority Expansion Area 2 consists of land to the east of the Highway 181 corridor and lands south of the Bellaton neighborhood. This expansive area extends eastward to the limits of the planning area.

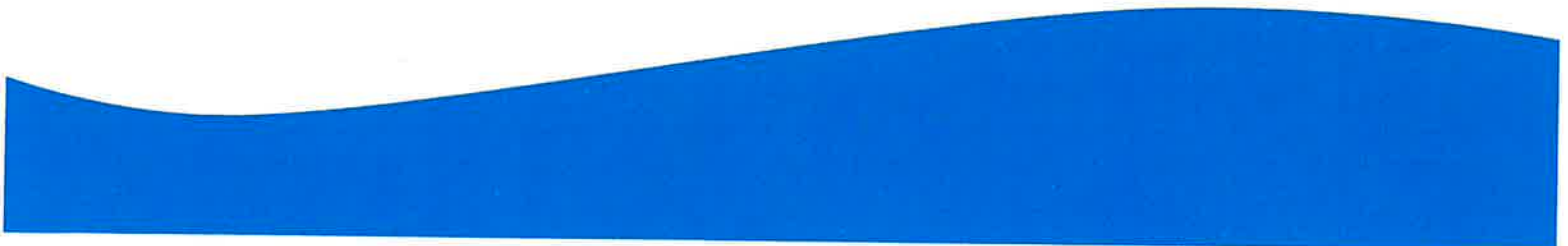
Priority Expansion Area 3

Priority Expansion Area 3 constitutes the balance of the land in the planning area. These areas are characterized by mature development.

Daphne Expansion Priorities



APPLICATION & SUPPLEMENTAL INFORMATION



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

(_____)

The undersigned corporation, 68V BALDWIN LAND HOLDINGS, LLC, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, THE RESERVE AT DAPHNE, to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of the petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (**the "Property"**).
2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.
3. **Owner:** The petitioner, 68V BALDWIN LAND HOLDINGS, LLC, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.
4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall include specifically the conditions requested below upon annexing the said property into the corporate limits of the City of Daphne.

Requested zoning, if other than R-1: R6-G

Any other conditions which may apply upon annexation:

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

DATED this 16 day of April, 2024

Respectfully submitted,

68V BALDWIN LAND HOLDINGS, LLC
Name of Corporation

By:

Will Lowery

Its:

DESIGNATED SIGNATORY

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Sydney Marie Hulett, the undersigned Notary Public in and for said county and state, hereby certify that _____ whose name as _____ of 68V Baldwin Land Holdings, LLC Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16 day of April, 2024.

Sydney Marie Hulett
NOTARY PUBLIC

My commission expires: Feb 18 2026

Corporation's Address

707 Belrose Ave
Daphne AL 36526

SYDNEY MARIE HULETT
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 18, 2026

ADDITIONAL INFORMATION

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

Initials: WZ

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

Initials: WZ

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

Initials: WZ

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

Initials: WZ

SELECT ONE OF THE FOLLOWING OPTIONS

☒ Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): R6-G, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: WZ

Or

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

Initials: _____

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the _____ day of _____, 20____.

Legal Description Attached (Exhibit A)? Yes Map or Survey Attached (Exhibit B)? Yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? Yes Acreage 24.93 AC.
Subdivision Name The Reserve at Daphne Lot Number(s) _____

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

Signature: Will Lowery Signature: _____

Printed Name: Will Lowery Printed Name: _____

Mailing Address: 707 Bellrose Ave Mailing Address: _____
DAPHNE AL 36526

LEGAL DESCRIPTION
PID 05-43-01-12-0-000-023.000

EXHIBIT "A"

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS EAST, A DISTANCE OF 1320.22 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 23 MINUTES 24 SECONDS EAST, A DISTANCE OF 660.28 FEET TO A ONE AND ONE-HALF INCH OPEN TOP IRON PIPE FOUND; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 40 SECONDS EAST, A DISTANCE OF 995.86 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 00 DEGREES 42 MINUTES 39 SECONDS EAST, A DISTANCE OF 663.41 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, A DISTANCE OF 316.88 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 1327.87 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN NORTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, A DISTANCE OF 1320.60 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 24.93 ACRES, MORE OR LESS.

July 1, 2024
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 Pro Tem Ron Scott called the meeting to order at 6:00pm.

2. **ROLL CALL:**

COUNCIL MEMBERS PRESENT: Tommie Conaway, Joel Coleman, Ron Scott, Ben Hughes and Angie Phillips

COUNCIL MEMBERS ABSENT: Steve Olen and Doug Goodlin

Also Present: Chief Gulsby, Police, Patrick Dungan, City Attorney; Mayor LeJeune; Candace Antinarella, City Clerk; Chief Tacon, Fire; Charlie McDavid, Recreation; Adrienne Jones, Planning; Kellie Reid, Finance; Emmie Powell, Library; Ange Baggett, Marketing/Tourism; Vickie Hinman, Human Resources; Ronnie Huskey, Public Works; Troy Strunk, City Development; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Jessica Linne, Assistant City Clerk.

3. **APPROVAL OF MINUTES:**

The minutes from the June 17, 2024 regular meeting were approved.

4. **REPORT OF STANDING COMMITTEES:**

A. **FINANCE COMMITTEE**

Councilwoman Phillips said the minutes from the June 17th meeting are in the packet gave the Treasurer's Report for May 2024: Unrestricted Fund Balance-\$24,901,768; Total Cash Balance-\$48,082,413; Sales tax for April 2024 -\$2,333,513.48; Lodging Tax for April 2024-\$151,186.91;

Debt Summary for May 2024: Warrants-\$31,763,902; Capital Leases: General Fund-\$520,571; Enterprise Fund -\$551,268.

Councilwoman Phillips said the next meeting is July 15th at 4:30pm.

B. **BUILDINGS & PROPERTY COMMITTEE**

Councilman Goodlin was absent.

C. **PUBLIC SAFETY COMMITTEE**

Councilman Hughes said the next meeting is July 8th at 4:30pm.

D. **CODE ENFORCEMENT/ORDINANCE COMMITTEE**

Councilman Scott said the next meeting is August 5th at 4:30pm.

E. **PUBLIC WORKS COMMITTEE**

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

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

A. **Board of Zoning Adjustments**

Mrs. Jones said there was no report.

B. **Daphne Public School Commission**

Councilwoman Conaway said the next meeting is August 26th at 5:30pm.

July 1, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

C. Downtown Redevelopment Authority

Councilwoman Conaway said the next meeting is July 18th at 5:30pm.

D. Industrial Development Board

Councilman Scott said the next meeting is July 16th at 4:30pm.

E. Library Board

F. Planning Commission

Councilman Scott said the next meeting is July 25th at 5:00pm.

G. Recreation Board

Councilman Hughes said the next meeting will be July 10th at 6:00pm.

H. Utility Board

Councilman Coleman said the next meeting is July 31st at 5:00pm.

6. PUBLIC PARTICIPATION:

Public participation opened at 6:05pm.

Curt Fonger, 1443 Randall Avenue, said he was glad Department Heads are now providing reports. He said he was unable to find meeting information on the website calendar.

Public participation closed at 6:07pm.

7. MAYOR'S REPORT:

Mayor LeJeune reminded everyone the City Fireworks will begin at 9:00pm at Trione Park on July 4th. He said County Road 13 should be completed by the start of school on August 8th.

8. CITY ATTORNEY REPORT:

City Attorney said there was no report.

9. DEPARTMENT HEAD COMMENTS:

Chief Gulsby, Police, said the Police Department hosted a civilian response to a mock active shooter. He said they are conducting promotion interviews as well.

Chief Tacon, Fire, said the department had training last week and are working on interviews.

Ange Baggett, Marketing/Tourism, said Discover Daphne was represented at the 2D World Series Tournament and the Museum Foundation had their Impact 100 site visit.

Emmie Powell, Library, said the summer reading program for kids is wrapping up and said the next Library meeting is July 11th at 4:30pm.

Vickie Hinman, Human Resources, shared about the new Safety Coordinator, Eric Wiggins, and reminded everyone the benefits fair is at the end of July.

Charlie McDavid, Recreation, said the City held the recent 2D World Series Tournament. He thanked staff who helped with prepping the fields after the rains.

Adrienne Jones, Planning, said there is an application for the upcoming Board of Zoning Adjustments meeting.

**July 1, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

Troy Strunk, City Development, said County Road 13 is ahead of schedule and Van Avenue is currently closed but is progressing as scheduled.

Kelli Reid, Finance, shared that the Back to School Tax Free Weekend is July 19 – 21st.

10. CITY CLERK’S REPORT:

City Clerk said July 9th is the meet and greet with the new the Junior Council and their parents and that on July 17th and 18th the Junior Council will be taking their two day tour.

11. RESOLUTIONS:

2024 – 36 – Additional Appropriation: Chiller Repairs - \$80,000

2024 - 37 – Acceptance of Roads and Rights-of-Way: Hope Vineyard, Phase 1B

MOTION by Councilwoman Conaway to waive the reading of Resolutions 2024-36 and 2024-37.

Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to adopt Resolution 2024-36. Seconded by Councilwoman Phillips.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to adopt Resolution 2024-37. Seconded by Councilman Hughes.

MOTION CARRIED UNANIMOUSLY.

12. 2ND READ ORDINANCES:

2024- 18 – Zoning District Map – Revision to the City of Daphne Land Use and Development Ordinance

MOTION by Councilwoman Phillips to waive the reading of Ordinance 2024-18. Seconded by Councilman Hughes.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Phillips to adopt Ordinance 2024-18. Seconded by Councilman Hughes.

MOTION CARRIED UNANIMOUSLY.

13. 1ST READ ORDINANCES:

2024 - 21 – Ordinance Amending the City of Daphne’s Garbage Collection Ordinance 2017-59, as Codified in Chapter 12, Article III, Daphne Code of Ordinances, and Repealing and Replacing Ordinance 2020-21, an Ordinance Addressing Solid Waste Enterprise Fund Losses

2024 – 22 – Animal Control Ordinance

2024 – 23 – Ordinance Granting a Non-Exclusive Authorization to Southern Light, LLC for the Purpose of Constructing and Maintaining a Fiber-Optic Transmission Line within the Public Rights-of-Way in the City of Daphne, Alabama for the Provision of Broadband Services

July 1, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

2024 – 24 – Ordinance Granting a Non-Exclusive Authorizing to Uniti Fiber GulfCo, LLC for the Purpose of Constructing and Maintaining a Fiber-Optic Transmission Line within the Public Rights-of-Way in the City of Daphne, Alabama for the Provision of Broadband Services

14. COUNCIL COMMENTS:

Councilwoman Conaway wished everyone a happy 4th of July.

Councilman Coleman wished everyone a happy and safe 4th of July.

Councilman Hughes wished everyone a happy 4th of July.

Councilwoman Phillips wished everyone a happy 4th of July.

Mayor LeJeune reminded everyone fireworks are illegal in the City limits.

15. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:24PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, MMC, City Clerk

Ron Scott, Council Pro Tem

BUILDINGS & PROPERTY COMMITTEE MEETING

June 10, 2024, 5:15 p.m.

**City Hall, Jubilee Conference Room
1705 Main Street, Daphne, AL 36526**

MEETING MINUTES

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

MEMBERS ABSENT: Councilman Goodlin and Councilwoman Phillips

ALSO PRESENT: Jay Ross, City Attorney; Candace Antinarella, City Clerk; Troy Strunk, City Development; Kelli Reid, Finance; Chief Gulsby, Police; Davey Smith, Police; Ronnie Huskey, Public Works; Charlie McDavid, Recreation; Eric Butler, Building Dept; Kristen Andrews, Police; Ange Baggett, Marketing/Tourism; and Emmie Powell, Library.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Olen called the meeting to order at 5:15p.m.

2) MINUTES

Councilman Olen reviewed the minutes from the April meeting.

3) PUBLIC PARTICIPATION

No one came forward to speak.

4) BUILDING INSPECTION REPORT

Eric Butler gave the Building and Permit Report for March.

5) CIVIC CENTER & BAYFRONT PAVILION REPORT

Ange Baggett gave the Civic Center Report.

6) RECREATION REPORT

Charlie McDavid gave the Recreation Report.

7) LIBRARY REPORT

Emmie Powell gave the Library Report.

8) VILLAGE POINT BAYFRONT PROPERTIES REPORT

9) FACILITIES REPORT

Ronnie Huskey gave the Facilities Report.

10) OLD BUSINESS

11) NEW BUSINESS

Troy Strunk spoke about the Resolution for the Daphne Justice Center Bid.

**MOTION by Councilman Scott to recommend to Council to award the bid to Persons Services Corporation. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to recommend to Council to approve the Resolution for Renovation and Addition for the Daphne Justice Center in the amount of \$6,209.389. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

12) ANY OTHER BUILDINGS AND PROPERTY BUSINESS

13) NEXT MEETING

The next meeting is scheduled for Monday, July 8, 2024 at 5:15 p.m.

14) ADJOURN

There being no further business to discuss, the Committee adjourned at 5:41pm.

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	\$39,504.17	252	383	296	216	178	33	43	53	36	33
Jan	\$118,498.03	\$132,049.79	\$259,810.62	\$33,804.54	\$171,783.56	270	372	350	152	296	14	24	36	33	22
Feb	\$140,560.44	\$97,396.64	\$129,315.56	\$44,081.76	\$84,812.81	308	350	292	169	231	33	32	32	31	23
Mar	\$77,067.98	\$95,472.42	\$116,358.20	\$30,603.28	\$57,725.99	362	391	431	181	240	45	52	84	44	24
Apr	\$94,394.17	\$80,088.89	\$60,816.35	\$76,873.19	\$173,085.70	272	373	324	212	352	32	40	42	27	15
May	\$95,010.56	\$101,848.37	\$65,454.25	\$147,875.62	\$205,491.78	294	380	306	288	371	39	42	48	20	28
June	\$179,966.08	\$100,508.32	\$147,395.66	\$234,524.02	\$60,811.91	399	394	355	308	237	49	50	34	25	43
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	\$904,161.89	3577	4537	3945	2740	2,295	396	451	481	331	244
Percent	NA	-15.14%	20.00%	-27.77%		NA	26.84%	-13.05%	-30.54%	%	NA	13.89%	6.65%	-31.19%	

June FY2024 Notes

Building Inspections- 485

237 Permits issued, 43 Certificate Of Occupancies issued, and 8 New home permits issued

CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING

June 3, 2024, 4:30 p.m.

City Hall, Council Chamber
1705 Main Street, Daphne, AL 36526

MEETING MINUTES

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

MEMBERS ABSENT: Councilman Coleman

ALSO PRESENT: Patrick Dungan, City Attorney; Mayor LeJeune; Troy Strunk, City Development; Alex Bischoff, Code Enforcement; Eric Butler, Building Official; Adrienne Jones, Planning; Vickie Hinman, Human Resources; and Candace Antinarella, City Clerk.

1) CALL MEETING TO ORDER / ROLL CALL

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

2) APPROVE MINUTES FROM THE May 6, 2024 Meeting

3) PUBLIC PARTICIPATION

No one came forward to speak.

4) ORDINANCE REVIEW/DISCUSSION

Councilman Olen spoke on the changes for the Environmental Advisory Committee by-laws.

**MOTION by Councilman Goodlin to recommend to Council to approve the Environmental Advisory Committee by-laws. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

Mayor LeJeune expressed the urgency for the Compensation Study. Vickie Hinman explained the Compensation Study would only be looking at the pay scales.

Patrick Dungan spoke on the abatement of unsafe buildings and structural nuisances. He said the updating of the ordinance is to bring it up to date with Alabama law.

**MOTION by Councilwoman Phillips to recommend to Council to approve the abatement of unsafe buildings and structural nuisances' ordinance. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

Councilman Olen spoke on the Intergovernmental Agreement IDB Dedication of DISC Right-of-Way Improvements to the City, and Acceptance of Same by City.

**MOTION by Councilwoman Phillips to recommend to Council to approve the ordinance.
Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

Adrienne Jones explained the history of short-term rentals. Council discussed.

Patrick Collins from the Lake Forest Property Owners' Association spoke concerning the short-term rentals.

Councilman Hughes asked how the compensation study would affect this year's budget. Mrs. Hinman explained how it could potentially be addressed.

**MOTION by Councilman Goodlin to recommend to Council to approve the Compensation Study Proposal. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

Mayor LeJeune brought up the Eastern Shore Repertory Theatre Lease Agreement.

**MOTION by Councilman Hughes to recommend to Council to authorize the Mayor to renew the lease with Eastern Shore Repertory Theatre. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

City Clerk read two emails regarding the U-Haul ordinance requesting it be carried over to the June 17th meeting.

5) OTHER BUSINESS DEEMED NECESSARY

6) NEXT MEETING

The next meeting is scheduled for Monday, July 1, 2024 at 4:30 p.m.

7) ADJOURN

There being no further business to discuss, the Council adjourned at 5:15pm.

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: June 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Planning Commission Minutes and Report

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of the May 23, 2024 and the report of the regular meeting of June 27, 2024 for placement on the July 15, 2024 City Council agenda for review.

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

ADJ/jv



**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 23, 2024
Council Chamber, City Hall - 5:00 P.M.**

Call to Order:

The Chairman called the regular meeting of the City of Daphne Planning Commission to order at 5:05 p.m. The number of members present constitutes a quorum.

Call of Roll:

Members Present:

Kevin Spriggs, Secretary
Oliver Roberts
Ronnie Huskey
John Peterson, Vice Chairman
Andrew Prescott, Chairman
Richard Johnson
Steve Olen
Nathan Jones

Staff Present:

Adrienne Jones, AICP, Director of Community Development
Natasha Miles, Planner
Jan Vallecillo, Planning Coordinator
Patrick Dungan, Attorney
Troy Strunk, Executive Director, City Development
Joshua Newman, City Engineer

The Chairman asked for input regarding the April 25, 2024 regular meeting minutes presented by staff. There being none, minutes stand approved as submitted.

The Chairman explained that the order of the agenda has been rearranged and the first agenda item, Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni Pre-Zoning Amendment and Annexation Request, will be the last item on the agenda tonight.

The Chairman called for the next order of business: Discount Tire Store Site Plan Review.

An introductory presentation was given by the agent, Kelly Wagoner. He provided a summary of the site plan for an automobile tire store as presented on the meeting agenda and advised that staff comments have been addressed.

Hearing no comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Spriggs and seconded by Mr. Peterson to approve Discount Tire Store site plan. There was no discussion. The motion carried unanimously.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 23, 2024
Council Chamber, City Hall - 5:00 P.M.**

The Chairman called for the next order of business: Resubdivision of Lot 3, Russell Estate Preliminary/Final Subdivision Plat Review.

An introductory presentation was given by the agent, Katie Mae Palmer. She provided a summary of the proposed subdivision as presented on the meeting agenda and stated the owner is subdividing the property for three single-family residences.

The Chairman opened the floor for public hearing.

John McAleer, 1401 Main Street, commented that the right-of-way width of Van Avenue is not sufficient to support another subdivision.

Hearing no further comments, the Chairman closed the floor to the public hearing.

The Chairman asked which street the lots would face. Mrs. Palmer replied Van Avenue.

Mr. Peterson questioned whether thirty-feet is a sufficient right-of-way width. Mrs. Jones explained that each lot must have access to a publicly maintained right-of-way.

Hearing no further comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Spriggs and seconded by Mr. Jones to approve the Resubdivision of Lot 3, Russell Estate preliminary/final subdivision plat. There was no discussion. The motion carried unanimously.

The Chairman called for the next order of business: The Reserve at Daphne Master Plan Revision and 68V Baldwin Land Holdings, LLC Pre-Zoning Amendment and Annexation Requests.

An introductory presentation was given by the agent, Chloe Kelly. She provided a summary of the revisions to the master plan, as well as, an overview of the pre-zoning and annexation request as presented on the meeting agenda.

Mrs. Jones stated, at the next meeting, an amendment to the Comprehensive Plan will be presented to change the future land use designation of the subject property to Suburban Neighborhood to be consistent with the pre-zoning request.

The Chairman opened the floor for public hearing. The floor was closed after no one came forward to speak.

Hearing no further comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Jones and seconded by Mr. Peterson to approve the master plan revision for the Reserve at Daphne. There was no discussion. The motion carried unanimously.

The City of Daphne
Planning Commission Minutes
Regular Meeting of May 23, 2024
Council Chamber, City Hall - 5:00 P.M.

A motion was made by Mr. Spriggs and seconded by Mr. Johnson to set forth a favorable recommendation to the City Council for 68V Baldwin Land Holdings, LLC to pre-zone the subject property to R-6(G), Garden/Patio Home. There was no discussion. The motion carried unanimously.

A motion was made by Mr. Johnson and seconded by Mr. Jones to set forth a favorable recommendation to the City Council to annex the subject property into the city limits. There was no discussion. The motion carried unanimously.

The Chairman called for the next order of business: Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni Pre-Zoning Amendment and Annexation Request.

An introductory presentation was given by the agent, Chloe Kelly. She summarized the pre-zoning and annexation request as presented on the meeting agenda and provided a detailed PowerPoint presentation of the PUD.

Commissioners discussed at length the revisions to the PUD narrative and had the following comments and/or suggestions: ALDOT access management plan for traffic improvements and interconnectivity; allowing mixed use; and relocating the proposed roundabout.

Hearing no further comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Prescott and seconded by Mr. Jones to set forth a favorable recommendation to the City Council for Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni to pre-zone the subject property as a PUD, Planned Unit Development, with conditions: 1. Item XI. Commercial to Commercial Connectivity - If the commercial parcel is to be developed for different uses and development types in the future, or subdivided, connectivity between parcels will be provided through reasonable means and connections; 2. Item XV. Commercial land uses shall be consistent with the B-2, General Business, District or MU, Mixed Use District, as provided in the City of Daphne Land Use & Development Ordinance with latest codifications dated through 01/12/24, except that the following uses shall not be permissible in the Irongate PUD...; and, 3. The Irongate conceptual plan shall be updated to note that the location of the proposed roundabout will be established during the master plan review process. There was no discussion. The motion carried. Mr. Johnson dissented.

A motion was made by Mr. Spriggs and seconded by Mr. Prescott to set forth a favorable recommendation to the City Council to annex the subject property into the city limits. There was no discussion. The motion carried unanimously.

The Chairman called for the next order of business: public participation.

The Chairman opened the floor for public participation.

Mrs. Jones stated that Eva McDonald is a college student and is shadowing her tonight. Eva introduced herself and stated that she is from Daphne, attending UAB and is in attendance because she may be interested in Planning.

The Chairman called for the next order of business: attorney's report.

Mr. Dungan had no report.

The Chairman called for the next order of business: commissioner's comments.

None presented.

The Chairman called for the next order of business: director's comments.

Director welcomed the new Planning Commission member, Oliver Roberts, wished Troy Strunk "Happy Birthday", and thanked the Commission for their service.

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

Respectfully submitted by:


Jan Vallecillo, Planning Coordinator

Approved: June 27, 2024


Andrew Prescott, Chairman

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF JUNE 27, 2024
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Report



1. **CALL TO ORDER:** 5:02 p.m.
2. **CALL OF ROLL** Andrew Prescott, John Peterson, Kevin Spriggs, Nathan Jones, Richard Johnson, Steve Olen and Oliver Roberts
3. **APPROVAL OF MINUTES:** Review of minutes of the regular meeting of May 23, 2024. (**Approved**)
4. **NEW BUSINESS:**

A. **COMPREHENSIVE PLAN AMENDMENTS:**

1. **CPA24-01: (Approved)**

Presentation to be given by Adrienne Jones, Director of Community Development, requesting that the Planning Commission consider two amendments to the Envision Daphne 2042 Comprehensive Plan:

(a) Land located west of the Reserve at Daphne (PPIN# 3638) from:

Present Placetype: Agricultural and Rural, to

Proposed Placetype: Suburban Neighborhood

(b) Land located east of the intersection of Alabama State Road 181 and Rebel Road (PPIN# 108577) from:

Present Placetype: Suburban Neighborhood, to

Proposed Placetype: Traditional Neighborhood Development

B. **INFIRMARY HEALTH MALBIS ACS/IMAGING OFFICE BUILDING:**

1. **SITE PLAN REVIEW:**

File SP24-04: (**Approved**)

Site: Infirmary Health Malbis ACS/Imaging Office Building

Zoning: ***B-2(a), General Business Alternate***

Location: On the south side of U.S. Highway 90 at Renaissance Boulevard

Area: 17.8 Acres $\pm$

Owner: Infirmary Health Malbis Medical Office Building -
Dennis Summerford

Engineer: Thompson Engineering - Nicholas Combs

C. **PRELIMINARY/FINAL SUBDIVISION PLAT:**

1. **File SDPF24-03: (Approved)**

Subdivision: Bradley - Cina

Zoning: ***B-2, General Business***

Location: Southwest of the intersection of U.S. Highway 98 and Van Avenue

Area: 1.40 Acres $\pm$, (2) lots

Owner: Aileron Daphne, L.L.C - Chris Salemi

Surveyor: Engineering Design Group - Michael Johnson

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF JUNE 27, 2024
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Report

D. THE RESERVE AT DAPHNE FINAL SUBDIVISION PLAT REVIEW AND STREET ACCEPTANCE:

1. File SDF24-04: (Approved)

Subdivision: The Reserve at Daphne, Phase Three

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

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

Area: 36.39 Acres $\pm$, (88) lots

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

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

Agent: Dewberry - Cathy Barnette

Surveyor: Dewberry - Victor Germain

Engineer: Dewberry - Jason Estes

2. File AP24-08: (Favorable recommendation to City Council)

Presentation to be given by Cathy Barnette, Dewberry, recommending acceptance of all rights-of-way contained within The Reserve at Daphne, Phase Three. Said rights-of-way being Soneta Drive (1101 linear feet), Allegra Drive (863 linear feet), Cloister Drive (1042 linear feet) and Setal Court (455 linear feet).

E. ZONING AMENDMENT:

1. File ZA24-02: (Favorable recommendation to City Council)

Applicant: John Tolbert

Present Zoning: *B-2, General Business*

Proposed Zoning: *R-2, Medium Density Single Family Residential*

Location: Southeast of Main Street and Adams Avenue

Area: 0.35 Acres $\pm$

Owner: John Tolbert

5. PUBLIC PARTICIPATION: None presented.

6. ATTORNEY'S REPORT: No report.

7. COMMISSIONER'S COMMENTS: Richard Johnson asked about the cooperative project between the IDB, City and 68 Ventures for the DISC site (see minutes for details).

8. DIRECTOR'S COMMENTS: Director presented the upcoming meeting dates. Site Preview is July 17, and the Regular Meeting is July 25, 2024.

9. ADJOURNMENT: 5:22 p.m.

The June 12, 2024, Recreation Board Meeting was called to order at 6:05 at Daphne Tennis/Pickleball Center. Secretary David Dueitt declared we have a quorum. Those in attendance: **David Dueitt, Kit Smith, Charlie McDavid, Lisa O'Hare, Frank Pierce, Cedric Yelding, Jason Walker**

Mr. McDavid updated the Recreation Board on projects completed, in process, and projects proposed:

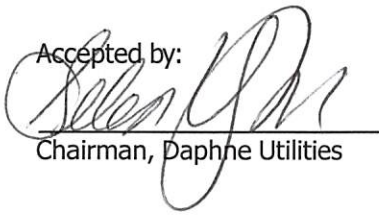
- Retrofit lighting at Trione Park, paid for with lodging funds, is being considered.
- Recommended the Recreation Board focus on the Community Center recommendations
- Completed volleyball courts will soon be lighted.
- Basketball courts have been upgraded to cement.
- Additional sidewalks connected the Bacci and basketball courts to the parking lot. Drainage is much better.
- The remaining green space at Lott Park is being used during special events and is considered an asset for the park. Lott Park's popularity is surpassing all expectations.

Jason Walker, coordinator of the tennis/pickleball facility, gave us an update:

- Summer camps, avg. 22 children per week.
- Future Stars beginner program averages 30 children per month.
- intermediate and advanced player clinic is open for 8 hours per month.
- Adult mixed Mondays are popular. 19 people are participating, up from 8. It will be offered every month rather than every other month.
- Pickleball is considering a free pickleball clinic.
- Pickleball courts are full, with people waiting every evening.
- Tennis courts are busier than ever as well.
- Started a dream court program for children with disabilities on Saturdays. 16 signed up for the program. Working with numerous volunteers helps make it a success. It takes many volunteers. Each participant must have a volunteer buddy who stays with him the entire time. Each court must have a monitor and someone who collects balls on each court.
- There are plans to hire an assistant tennis coach to help answer the huge demand for private lessons.

Charlie McDavid said baseball is going well.

Motion for meeting to adjourn by Frank Pierce, 2nd by kit Smith. Motion carried.

Accepted by:

Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ May 29, 2024 ♦ 5:00 p.m.

I. Call to Order

The regular May 2024 Board meeting for the Utilities Board of the City of Daphne was held on May 29, 2024, in the Council Chambers at Daphne City Hall and called to order at 5:00 p.m. by Chairwoman Selena Vaughn, followed by the Roll Call:

II. Roll Call

Members Present: Selena Vaughn, Chairwoman
Tim Patton, Vice Chairman
Billy Mayhand, Secretary/Treasurer
Mayor Robin LeJeune, Board Member
Councilman Joel Coleman, Board Member

Members Absent:

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

Others Absent:

III. Pledge of Allegiance

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

IV. Approval of Minutes

Utilities Board Meeting Minutes April 24, 2024

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of April 24, 2024.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of April 24, 2024, would stand approved.

V. OLD BUSINESS –

A. None

VI. NEW BUSINESS –

A. None

VII. BOARD ATTORNEY'S REPORT

Board Attorney Jerry Speegle had nothing to report for this month.

VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee reviewed for the Board: total assets, interest earnings, money market rates, revenue for the year, expenses, total net income, water, sewer & gas revenue performances, and check history report.

IX. GENERAL MANAGER'S REPORT

A. GM Report

General Manager Scott Polk updated the Board members on: the Malbis Storage Water Tank demolition and the salvage metal to be used for an art sculpture by local artist Bruce Larsen; Well #2 still moving forward after speaking with the geologist to have everything ready to submit to ADEM; scheduling the Strategic Planning work-session, specifically outlining goals for the company, discussing SWOT analysis, planning for the outside goals for the organization; Standards & Poor rating; review of banking partners; congratulated Mr. Tim Patton for receiving the Water Environment Federation Lifetime Membership Award.

Samantha Coppels described for the Board the projects that the schools implemented using the Daphne Utilities grants. She also noted the new high school interns that will begin next month.

Alex Godfrey advised the Board of an email received from Belforest Water explaining that their contractor mistakenly changed out some meter boxes in Diamante and Bainbridge (Brookhaven) subdivisions resulting in damage to some of our equipment. He noted that we were gathering an inventory of all the damage.

B. Operations Report

Mr. Bobby Purvis reported to the Board that he submitted another letter regarding Diamante for the irrigation wheel, however the geologist reviewed it again and reported that nothing has changed noting the same depth and gallons per minute. He also stated that water production was up, pointing out that the Diamante well has helped significantly this year. He informed the Board that we were examining installing a door [at the WRF] to remove the microwave, with an impending buyer of the equipment. He advised that Facility Support department is increasing their staff training, such as electrical training. He recognized present members of the Natural Gas department, mentioning the hard work they did lowering a gas line in a very busy area. He informed the Board that he received a phone call from ALDOT regarding the widening project on AL-225. He stated that our force main was in conflict and that Spanish Fort then hired a contractor to move it only to realize it was not theirs; he advised that Volkert became involved and ALDOT quickly responded and apologized and noted that the issue would be worked out. Lastly, he reported that John Reed from Wastewater Collections was recently promoted to Wastewater Collections Manager and commended his outlook and hard work.

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

X. BOARD ACTION – previously addressed.

XI. PUBLIC PARTICIPATION – Chairwoman Vaughn opened Public Participation at 5:16 pm. With no participants the Chairwoman closed Public Participation at 5:16 pm.

XII. BOARD COMMENTS –

Councilman Joel Coleman had no comment.

Mr. Billy Mayhand had no comment.

Mr. Tim Patton commended staff putting together the reports and board book.

Mayor LeJeune thanked the staff for all their hard work and congratulated Tim Patton.

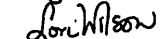
Chairwoman Vaughn also gave appreciation to the staff for all their hard work.

XII. ADJOURNMENT

With no additional comments, the Chairwoman Vaughn called for a motion to adjourn the meeting. Mr. Billy Mayhand made the Motion to Adjourn.

The meeting adjourned at 5:17pm.

Preceding minutes submitted to the Daphne Utilities Board by:



Lori Wilson, Executive Assistant, Daphne Utilities



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240626105516156

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$440.00

Type License:

State: County:

Trade Name: **WHISKEY BAY BAR AND GRILL**

Filing Fee: \$50.00

Applicant: **JML HOLDINGS LLC**

Transfer Fee:

Location Address: 28975 US HIGHWAY 98 DAPHNE, AL 36526

Mailing Address: PO BOX 414 DAPHNE, AL 36526

County: BALDWIN Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 01

Type Ownership: LLC

Book, Page, or Document info: 001-113-552

Do you sell Draft Beer?: **YES**

Date Incorporated: 12/28/2023 State incorporated: AL

County Incorporated: BALDWIN

Date of Authority: 12/28/2023

Federal Tax ID: 99-0430463

Alabama State Sales Tax ID: R012159960

Name:	Title:	Date and Place of Birth:	Residence Address:
GREGORY E LOUGHLIN 7409629 - AL	MEMBER	01/04/1964 ALABAMA	108 KENTWOOD DRIVE DAPHNE, AL 36526

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JON ARCHER

Home Phone: 251-626-7704

Business Phone: 251-626-7704

Cell Phone:

Fax:

E-mail: JARCHER@JBPLAW.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240626105516156

Initial each

[Signature]

In reference to law violations, I attest to the truthfulness of the responses given within the application.

[Signature]

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

[Signature]

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

[Signature]

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

[Signature]

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

[Signature]

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

[Signature]

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

[Signature]

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

[Signature]

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *James B Pittman, Jr*

Signature of Applicant: *[Signature]*

Notary Name (print): *Shauna Mosley*

Notary Signature: *[Signature]*

Commission expires: *5/29/28*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



CASE NO 2024-10

ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV

6/26/24

CAC

DATE FORWARDED TO POLICE DEPT

6/26/24

CAC

DATE RECEIVED BY POLICE DEPT

6/26/2024

KCF

6/26/2024

DATE APPROVED



DISAPPROVED

POLICE DEPT SIGNATURE

Sgt. Paul Hunter

DATE RETURNED TO REVENUE DIV

6/26/2024

KCF

DATE FORWARDED TO CITY CLERK

6/26/24

CAC

DATE RECEIVED BY CITY CLERK

6/26/24

JHL

SCHEDULED DATE ON AGENDA

7/1/24

JHL

Council Action:

APPROVED

DISAPPROVED

TABLED

COMMENTS:

Rescheduled for Council Agenda Date:

Council Action:

APPROVED

DISAPPROVED

TABLED

COMMENTS:

DATE RETURNED TO REVENUE DIV.:

DATE RETURNED TO TAXPAYER

OR TO ABC FIELD OFFICE

(per taxpayer request)



City of Daphne Event Permit Application

TYPE OF PERMIT:

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

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Daphne Police Department

APPLICANT NAME: Jaime Huffman

STREET: 1502 US Hwy 98

CITY, STATE, ZIP: Daphne, AL 36526

CONTACT PHONE: 251-680-5519

EMAIL: jhuffman@daphnepolice.org

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

CELL PHONE: 251-680-5519

EMAIL: jhuffman@daphnepolice.org

EVENT INFORMATION

EVENT NAME: Back to School Bash

TYPE OF/PURPOSE OF EVENT: Community outreach

EVENT DATE: August 23, 2024

TIME (START- END): 5:00-8:00 pm

ASSEMBLY TIME: 4:00pm

PARTICIPANTS/VEHICLES: 150

EVENT LOCATION: Joe Louis Patrick Park

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

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

SPECIAL REQUESTS

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

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

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

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

OTHER SPECIAL ITEMS FOR RENT:

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

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

OTHER SPECIAL REQUESTS: _____

MARKETING & COMMUNICATIONS

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

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

* If Yes, do you wish for your event to be listed and/or shared on:

www.daphneal.com? ☒ Yes ☐ No

Facebook.com? ☒ Yes ☐ No

Instagram? ☒ Yes ☐ No

LinkedIn? ☒ Yes ☐ No

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

NAME: _____ CONTACT PHONE: _____

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

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

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

INDEMNITY & HOLD HARMLESS AGREEMENT

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

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

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

APPLICANT SIGNATURE:



DATE:

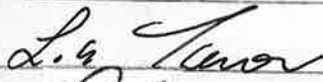
7/1/2024

INTERNAL USE ONLY

DATE REC'D: 7-2-2024

CITY CLERK:

FIRE DEPT:



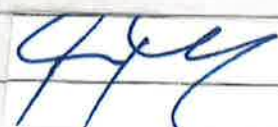
APPROVED ROUTE:

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: MANCI'S ANTIQUE, LLC
APPLICANT NAME: GARNETT DELUCA
STREET: 1715 MAIN ST. CITY, STATE, ZIP: DAPHNE, AL, 36526
CONTACT PHONE: 251-421-0219 EMAIL: GARNETT.DELUCA@GMAIL.COM
"ON SITE" CONTACT PERSON DAY OF EVENT: GARNETT DELUCA
CELL PHONE: 251-421-0219 EMAIL: GARNETT.DELUCA@GMAIL.COM

EVENT INFORMATION

EVENT NAME: DAPHNE ANNUAL WITCHES RIDE
TYPE OF/PURPOSE OF EVENT: NEIGHBORHOOD FUNDRAISER
EVENT DATE: 10/27/2024 TIME (START- END): 4-5pm
ASSEMBLY TIME: 2:30pm # PARTICIPANTS/VEHICLES: 250
EVENT LOCATION: OLDE TOWNE DAPHNE

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

BE USED ON-SITE): SIGN WAIVERS & ASSEMBLE @ CITY HALL. RIDE
WILL BEGIN ON MAIN ST, TURN RIGHT ON COLLEGE AVE, TURN
RIGHT ON 6TH, TURN RIGHT ON BELROSE, TURN RIGHT ON
MAIN ST TO FINISH @ CITY HALL. ESCORTED BY DPD.

SPECIAL REQUESTS

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

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

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

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

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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: 4935

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

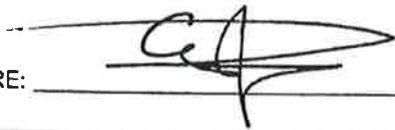
INDEMNITY & HOLD HARMLESS AGREEMENT

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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: _____

7/3/24

INTERNAL USE ONLY

DATE REC'D: 7-3-2024

CITY CLERK: _____

FIRE DEPT: A.G. Taron

APPROVED ROUTE: _____

POLICE DEPT: [Signature]

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: [Signature]

SPORTS & RECREATION: _____

EVENT FEE: ☐ Paid \$ _____ CHK# _____

MARKETING & EVENTS: _____

☐ Waived: _____

** REVENUE: _____

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: June 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: John Tolbert Zoning Amendment

A handwritten signature in black ink, appearing to be "AS" or similar initials.

PRESENT ZONING: B-2, General Business

PROPOSED PRE-ZONING: R-2, Medium Density Single Family Residential

LOCATION: Southeast of Main Street and Adams Avenue

RECOMMENDATION: At the June 27, 2024 regular meeting of the City of Daphne Planning Commission, seven members were present, and the motion carried unanimously for a favorable recommendation for the above captioned zoning amendment.

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

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

Thank you,
ADJ/jv

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



JOHN TOLBERT

Rezoning Amendment

Zoning Classification:

B-2 (General Business)

Surrounding Zonings/Uses:

- **North**—B-2 (General Business)/Tractor Supply
- **South**—B-2 (General Business)/Residential dwelling
- **West**—B-2 (General Business)/Residential dwelling
- **East** —B-2 (General Business)/Residential dwelling

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

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

Staff Recommendation to PC: Favorable recommendation to City Council

Proposed Zoning:

R-2, Medium Density Family Residential

Development Concept:

Demolish and Rebuild a Single Family Residence

Council District:

1

Existing Conditions:

0.35 ac

PC Recommendation to Council:

Favorable recommendation to City Council

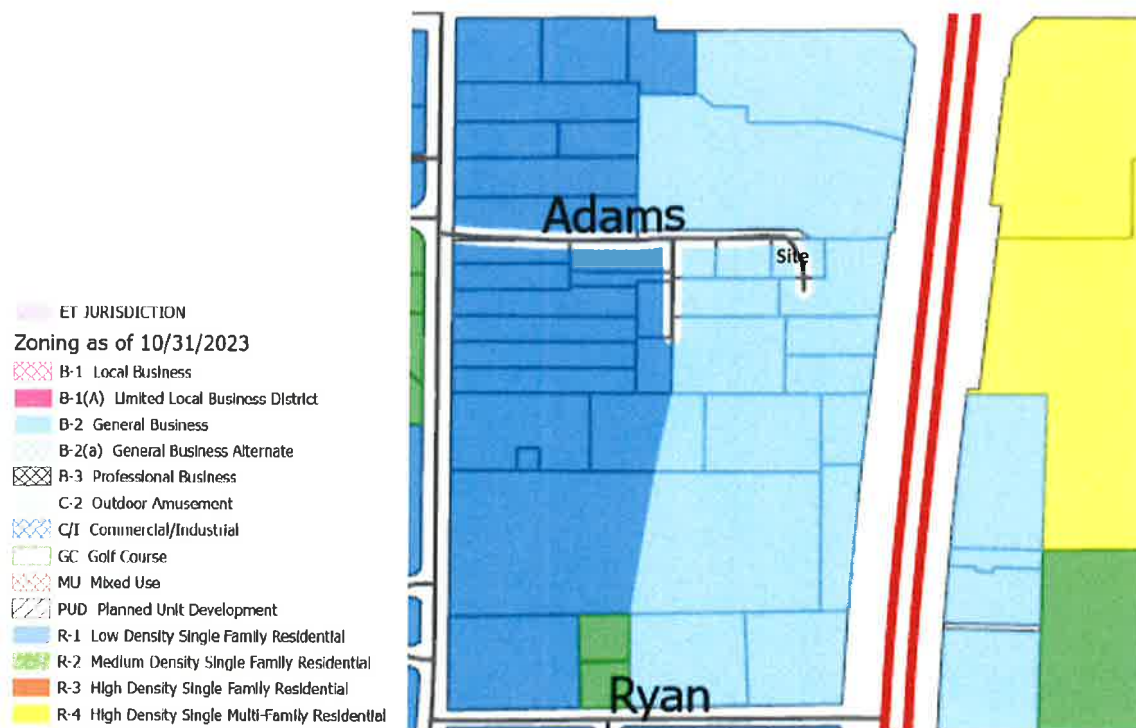
PROPOSAL:

The applicant proposes to rezone the subject property from B-2, General Business, to R-2, Medium Density Family Residential. The existing dwelling is in disrepair. A federal program has qualified the property owner for a new home on the existing site. The existing dwelling must be demolished.

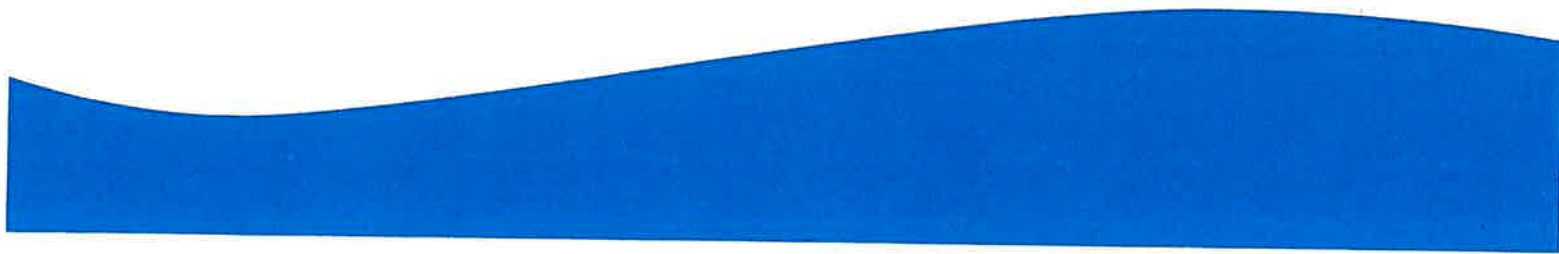
The property and the surrounding property was rezoned to B-2 in 1987 through the City's initial comprehensive zoning process.

B-2 zoning doesn't allow single family dwellings. There is no other process that would allow such, therefore rezoning the property is the only solution.

CITY ZONING MAP EXCERPT



APPLICATION
&
SUPPLEMENTAL INFORMATION





APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Date Submitted

Application Number:

Planning Commission Public May 23, 2024

ZA-24-02pr PZA-

Hearing Date: June 27, 2024

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

SITE DATA

Site Location (Address or General Proximity to Nearest Intersection):

PPIN#(s):

707 Adams Avenue, Daphne, Alabama 36526

100

Gross Site Area (acreage): 0.35

Requested Zoning or Pre-Zoning: R-2

Current Zoning Designation(s): B-2

Amended Request:

Initials:

Date:

Current Land Use: Single Family Residence

Anticipated Land Use: Single Family Residence

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

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

Annexation Subdivision Site Plan Special Exception Variance Specify Other

APPLICANT & AGENT INFORMATION

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

Name of Current Owner: John Tolbert

Mailing Address: 707 Adams Avenue, Daphne, Alabama 36526

Phone/Fax: 251-487-0503

E-mail:

Name of Authorized Agent:

Mailing Address:

Phone/Fax:

E-mail:

Name of Developer*:

Phone/Fax:

E-mail:

Other:

Phone/Fax:

E-mail:

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

Applicant's Signature: John Tolbert

Date 5-11-2024

Agent's Signature:

Date

John Tolbert

Rezoning Request of Parcel Number 05-43-09-29-2-
000-019.000 in the City of Daphne

Exhibit A

State of Alabama

County of Baldwin

City of Daphne

Description of Property to be Re-Zoned to from zone B-2 (General Business District) to zone R-2 (Single Family Residential District)

Legal Description

From the Northwest Corner of Section 29, Township 5 South, Range 2 East, run South along the section line, 627 feet to the Northwest corner of the property of Willie Adams; thence continue North 89 degrees 31 minutes East along said Adams North boundary 277.1 feet to the Point of Beginning; thence continuing North 89 degrees 31 minutes East, 146.6 feet; thence run North 104.5 feet to the Point of Beginning. Lot lines in the Northwest Quarter of the Northwest Quarter of Section 29, Township 5 South, Range 2 East, Baldwin County, Alabama.

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 29
TOWNSHIP-5-SOUTH, RANGE-2-EAST
BALDWIN COUNTY, ALABAMA

Exhibit B - Survey

NOTES:

- 1.) Type of Survey: As-Built. No improvements were located except those shown herein.
- 2.) Bearing Basis: Deed of Record, Instrument Number 1003488
- 3.) Field Date: October 14, 2024
- 4.) Street Address: 707 Adams Avenue, Daphne, Alabama
- 5.) No attempt was made by the Surveyor to locate underground improvements or environmentally sensitive conditions.
- 6.) This property may be subject to County and City regulations in regards to setbacks, easements and building codes.
- 7.) This survey done without the benefit of a Title Search.

LEGEND

- 1/2" INDICATES CAPPED IRON PIN FOUND
- 5/8" INDICATES 5/8" CAPPED IRON PIN SET
- 1/2" INDICATES CRIMPED TOP IRON PIN FOUND
- 1/2" INDICATES OPEN TOP IRON PIN FOUND
- 1/2" INDICATES REBAR FOUND
- 1/2" INDICATES CONCRETE MONUMENT FOUND
- 1/2" INDICATES AXLE FOUND
- 1/2" INDICATES CHAIN LINK FENCE
- 1/2" INDICATES WOOD FENCE
- 1/2" INDICATES WIRE FENCE
- 1/2" INDICATES OVERHEAD ELECTRIC LINES
- 1/2" INDICATES POWER POLE
- (A) INDICATES ACTUAL MEASUREMENT
- (R) INDICATES RECORD MEASUREMENT

SPOT ELEVATION TABLE	
1	ELEV. 101.76'
2	ELEV. 102.87'
3	ELEV. 88.80'
4	ELEV. 103.00'
5	ELEV. 102.20'
6	ELEV. 101.60'
7	ELEV. 100.22'
8	ELEV. 88.08'
9	ELEV. 88.56'
10	ELEV. 100.18'
11	ELEV. 101.52'

STATE OF ALABAMA COUNTY OF BALDWIN

I, Gerald A. Smith, a Licensed Professional Land Surveyor, in the State of Alabama, hereby state to the client only, that all parts of this survey and plat have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief. Also, this survey and plat show the points of the compass and the dimensions of the following described premises/property in the County of Baldwin, State of Alabama, to wit:

Commencing at the Northwest Corner of Section 29, Township-5-South, Range-2-East, Baldwin County, Alabama; thence South 677.00' along the West line of said section to a point on the South right-of-way line of Adams Avenue (50' R.O.W.); thence N 89° 31' 00" E 277.10' along said South right-of-way line to the POINT OF BEGINNING of the property herein described; thence continue N 89° 31' 00" E 146.46' to a point; thence S 00° 05' 36" W 104.58' to a point; thence S 89° 31' 46" W 146.60' to a point; thence N 00° 10' 06" E 194.50' back to the POINT OF BEGINNING, containing 0.35 acres, more or less.

Also, a right of way easement over and across the North 10 feet of William Adams property described as follows: From the Northwest corner of said Adams property, run N 89° 31' 00" E 277.10 feet; thence South 10 feet; thence S 89° 31' 00" W 277.10 feet; thence North 10 feet to the Point of Beginning, for the purpose to ingress and egress to the within described property.

That the improvements on said lot are within the boundaries of the same; that there are no encroachments by adjoining property, except as shown; that there are no joint drives, right-of-ways, or easements over or across said property visible on the surface, except as shown; that there are no electric or telephone wires (excluding the wires which serve the premises only) or structures or supports there of including poles, anchors and guy wires on, or across said premises except as shown.

I have consulted the FEMA Flood Insurance Rate Map Community Panel No. 01097C0634 M, dated April 19, 2019, and found, by graphic plotting only, that said map shows that the above described property is located in Zone "X-Unshaded". The above statement is for information only, and this Surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this Surveyor's opinion of the probability of flooding.

According to my survey this 16th day of February, 2024.

Gerald A. Smith, P.L.S.
Alabama License No. 24658



GERALD A. SMITH
P.O. BOX 844 SARALAND, AL. 36571
(251) 604-0261

Note: This drawing does not reflect any title or easement research by me, other than what is visible on the ground or provided by the client's convenience.

SCALE: 1" = 30'
DRAWN BY: S.J.E.
DATE OF RELEASE: FEBRUARY 16, 2024

SURVEY FOR:
BHL FEDERAL
576 AZALEA ROAD, SUITE 124
MOBILE, ALABAMA 36609

AS-BUILT SURVEY

REVISED 5-20-2024 TO CORRECT
OWNER TO THE EAST

240210_707ADAMS AVENUE.DWG

John Tolbert
ADJACENT PROPERTY OWNERS LIST

EAST SIDE PROPERTY OWNERS

43-09-29-2-000-020.000

PIN: 146

Johnson, Robert

14623 Ramstad Dr.

San Jose, CA, 95127

SOUTH SIDE PROPERTY OWNERS

05-43-09-29-2-000-021.000

PIN: 49930

Johnson, Joseph

P.O. Box 961

Daphne, Al 36526

43-09-29-2-000-018.001

PIN: 91566

Adams, Mamie Lee

810 Adams Ave.

Daphne, Al 36526

NORTH SIDE PROPERTY OWNERS

05-43-09-29-2-000-009.000

PIN: 22593

Exchangeright Net Leased Portfolio 33 DS and T

1055 Colorado Blvd., E., Ste 310

Pasadena, CA 91106

WEST SIDE PROPERTY OWNERS

43-09-29-2-000-018.001

PIN: 91566

Adams, Mamie Lee

810 Adams Ave.

Daphne, Al 36526

PROPERTY OWNER

05-43-09-29-2-000-019.000

PIN: 100

Tolbert, John and Joyce

707 Adams Ave.

Daphne, Al 36526

COMMUNITY DEVELOPMENT



June 14, 2024

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for REZONING will be considered by the Daphne Planning Commission. John Tolbert proposes to rezone 0.35 acres +/- located southeast of Main Street and Adams Avenue from B-2(a), General Business Alternate, to R-2, Medium Density Single Family Residential.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, June 19, 2024 at 8:30 a.m. in the Council Chambers of City Hall. The public is invited to attend: limited participation may be allowed by the chairman.

The public hearing will be held by the Daphne Planning Commission on Thursday, June 27, 2024 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, or by representation.

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

John Tolbert
Zoning Amendment

John Tolbert

Rezoning Request of Parcel Number 05-43-09-29-2-000-019.000 in the City of Daphne

Exhibit A

State of Alabama

County of Baldwin

City of Daphne

Description of Property to be Re-Zoned to from zone B-2 (General Business District) to zone R-2 (Single Family Residential District)

Legal Description

From the Northwest Corner of Section 29, Township 5 South, Range 2 East, run South along the section line, 627 feet to the Northwest corner of the property of Willie Adams; thence continue North 89 degrees 31 minutes East along said Adams North boundary 277.1 feet to the Point of Beginning; thence continuing North 89 degrees 31 minutes East, 146.6 feet; thence run North 104.5 feet to the Point of Beginning. Lot lines in the Northwest Quarter of the Northwest Quarter of Section 29, Township 5 South, Range 2 East, Baldwin County, Alabama.

COMMUNITY DEVELOPMENT



June 28, 2024

Mr. John Tolbert
707 Adams Avenue
Daphne, AL 36526

Subject: John Tolbert Zoning Amendment Application #ZA24-02

Dear Mr. Tolbert,

On June 27, 2024, the Daphne Planning Commission set forth a favorable recommendation to the City Council to rezone the 0.35-acre subject property located at 707 Adams Avenue from B-2, General Business to R-2, Medium Density Single Family Residential.

Documentation of this recommendation will be sent to the City Clerk for further processing.

If you have any questions feel free to contact me.

Sincerely,

Adrienne D. Jones, AICP
Community Development Director & Zoning Administrator

cc: City Clerk – Email
File

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-21**

**AN ORDINANCE AMENDING THE CITY OF DAPHNE’S GARBAGE COLLECTION
ORDINANCE NO. 2017-59, AS CODIFIED IN CHAPTER 12, ARTICLE III, DAPHNE
CODE OF ORDINANCES, AND REPEALING AND REPLACING ORDINANCE NO.
2020-21, AN ORDINANCE ADDRESSING SOLID WASTE ENTERPRISE FUND
LOSSES**

WHEREAS, Ordinance 2017-59 established regulations governing the collection of garbage in the City of Daphne (the “City”); and

WHEREAS, Ordinance 2020-21 was adopted to provide for certain measures to be taken by the City to modify the City’s recycling program and provide for certain increases to fees charge for collection and disposal of garbage in the City; and

WHEREAS, certain of the fee increases established in Ordinance 2020-21 have not gone into effect because they were tied to the City’s re-commencement of normal recycling pickup, which has not occurred; and

WHEREAS, since the adoption of Ordinance 2020-21, plans for recycling services have been adjusted to account for the Baldwin County Solid Waste Authority expanding its curbside recycling program to include the City of Daphne; and

WHEREAS, the Solid Waste Enterprise Fund continues to experience significant losses on a year-to year basis, requiring annual subsidies from the City’s General Fund; and

WHEREAS, the fees charged by the City for the collection of garbage have not been revised in approximately seven (7) years; and

WHEREAS, the City desires for the Solid Waste Enterprise Fund to operate at no greater than a 10% subsidy on an annualized basis.

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

**SECTION 1. AMENDMENT TO ORDINANCE 2017-59, SECTION IV
(CHAPTER 12, ARTICLE III, DIVISION 1, SEC. 12-34) –
PREPARATION AND RECEPTACLE REQUIREMENTS**

Section IV of Ordinance 2017-59, as codified at Section 12-34 of Division 1, Article III, Chapter 12 of the Daphne Code of Ordinances, is hereby amended by adding a new subsection (d) immediately following subsection (c) as follows:

(d) Fees for Additional Receptacles.

(1) Replacement Receptacle. Every person or persons occupying either a residential unit or a commercial establishment that requests a new garbage receptacle to

replace a lost or damaged receptacle shall be subject to a one-time fee of seventy dollars (\$70.00) for each replacement receptacle.

- (2) Additional Receptacle. Every person or persons occupying a residential unit that requests an additional garbage receptacle for use in addition to one or more existing receptacles shall be subject to a fee of five dollars (\$5.00) per month for the first additional receptacle. Any additional receptacles beyond two shall be subject to a fee of nineteen dollars (\$19.00) per month per receptacle.

**SECTION 2. AMENDMENT TO ORDINANCE 2017-59, SECTION VI
(CHAPTER 12, ARTICLE III, DIVISION 1, SEC. 12-36) – FEES
FOR COLLECTION AND DISPOSAL**

Section VI of Ordinance 2017-59, as codified at Section 12-36 of Division 1, Article III, Chapter 12 of the Daphne Code of Ordinances, is hereby repealed and replaced in its entirety with the following:

FEES FOR COLLECTION AND DISPOSAL

- (a) Residential Units. Every person or persons occupying a residential unit which generates garbage within the City Limits of the City of Daphne, Alabama, shall be subject to a fee of nineteen dollars (\$19.00) per month per residential unit, which may only be adjusted by a subsequent ordinance amending this article. Said fee shall include service for garbage collection and disposal. Notwithstanding any automatic rate increase implemented pursuant to Section 3 of this Ordinance, such fees for the collection and disposal of garbage shall be subject to change from time to time as deemed necessary by the City Council in order to cover an increased cost of collection and disposal services. Any change in the fee for such services must be publicly advertised at least thirty (30) days before the effective date of the change.
- (b) Commercial Establishments. Every person or persons occupying a commercial establishment which generates garbage within the City Limits of the City of Daphne, Alabama, shall be subject to a fee of twenty-five dollars (\$25.00) per month, per garbage receptacle, which may only be adjusted by a subsequent ordinance amending this article. Said fee shall include service for garbage collection and disposal. Notwithstanding any automatic rate increase implemented pursuant to Section 3 of this Ordinance, such fees for the collection and disposal of garbage shall be subject to change from time to time as deemed necessary by the City Council in order to cover an increased cost of collection and disposal services. Any change in the fee for such services must be publicly advertised at least thirty (30) days before the effective date of the change.

**SECTION 3. SOLID WASTE ENTERPRISE FUND; AUTOMATIC RATE
INCREASE**

There is hereby established a defined annual subsidy in the amount of ten percent (10%) of Solid Waste Fund charges for services revenue from the General Fund to the Solid Waste Enterprise Fund to allow the City to continue providing affordable service and excellent value to its citizens. In the event that the annual transfer subsidy exceeds fifteen percent (15%) of Solid Waste Fund charges for service revenue as reported by the annual audit, the monthly rates for all

Solid Waste services shall automatically increase by one dollar (\$1.00) per month per residential unit and per garbage receptacle for commercial establishments. Any such automatic rate increase must be publicly advertised at least thirty (30) days before the effective date of the change, which shall be on or about the first day of April following the completion of the City's annual audit. No such rate increase shall go into effect prior to April 1, 2027.

SECTION 4. REPEAL OF ORDINANCE 2020-21

Ordinance 2020-21 is hereby repealed in its entirety.

SECTION 5. SEVERABILITY

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

SECTION 6. SURVIVAL AND REPEALER

All other provisions of Ordinance 2017-59 not amended or repealed by this Ordinance remain in full effect. All other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective as of October 1, 2024, upon its due adoption by the City Council and publication as required by law, including the public advertisement requirement set forth herein.

ADOPTED AND APPROVED on this _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-22**

ANIMAL CONTROL ORDINANCE

**AN ORDINANCE REPEALING AND REPLACING ORDINANCES 2013-57 AND 2018-05
AND SETTING FORTH A NEWLY COMPILED ANIMAL CONTROL ORDINANCE**

WHEREAS the City Council of the City of Daphne has determined that consolidating the existing animal control ordinances which are currently in effect is necessary to effectuate and implement more efficient means of animal control within the City of Daphne; and

WHEREAS the City Council of the City of Daphne has determined that this ordinance consolidating all existing animal control ordinances is in the interest of the public health, safety, and welfare of the citizens of the City of Daphne.

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

SECTION I. OFFICE OF ANIMAL CONTROL OFFICER

A. There is hereby recognized within the City of Daphne (the “City”), the established position of Animal Control Officer. The Animal Control Officer shall be under the supervision, direction, and control of the City of Daphne Animal Shelter Manager. All enforcement officers assigned to the City of Daphne Animal Shelter shall hereafter be known as Animal Control Officers.

B. It shall be unlawful for any person to knowingly or willingly oppose or resist any Animal Control Officer in executing or attempting to execute any lawful process or in the discharge of any regular duty, or in any way to interfere with, hinder or prevent any such officer from discharging their duty.

SECTION II. DEFINITIONS

For the purpose of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section unless taken specific exception to elsewhere in this chapter.

Animal. The term shall mean any nonhuman, animate being which is endowed with the power of voluntary motion to include, but not limited to: Mammals (i.e. dogs, cats, horses, hogs, cows, sheep, goats, rabbits, etc.); reptiles; birds; salamanders; toads; frogs; sharks; snakes; rays; bony fishes; and amphibians.

Animal Control Officers. All enforcement officers assigned to the City of Daphne Animal Shelter.

Animal Shelter Policy. Document itemizing the fees and fines associated with the Animal Shelter. Content to be updated as required with Mayoral approval.

Animal Shelter Manager. The individual employed by the City of Daphne as the Manager of the City of Daphne Animal Shelter, or his or her designee.

At large. Any animal which is off the property of its owner or person in charge and not carried by said person, kept in an effective closure or under control or restraint by such person by means of a leash in such a way as to prevent its free movement, and so as to prevent said animal from freely charging or attacking persons or animals.

Bitten. Seized with teeth or jaws such that the skin of the person or thing seized has been nipped or gripped or has been wounded or pierced and there has been probable contact of saliva with the break or abrasion of the skin.

Caged. Confinement in a container, which may include a vehicle but not its trunk, in such a way that the free movement of such animal is restrained and so as to prevent the animal caged from biting or attacking a person or animal.

Cat. All members of the domestic feline family.

City of Daphne Animal Shelter. The location designated or used as such by the city for the housing, care and rehoming of stray animals pursuant to the authority of this chapter.

Corral. Any uncovered, enclosed parcel of land where large animals are kept.

Crowing hen. A hen that crows like a rooster.

Dog. All members of the domestic canine family.

Dog run (tethered). Means any enclosure or structure of any kind whatsoever, designed or used for the harboring or containment of a tethered dog.

Domesticated animal. Shall mean, but is not limited to rabbits, squirrels, raccoons, pot-bellied pigs, or any other animal used as a pet.

Domestic poultry. A common gallinaceous farm bird (*gallus domesticus*) raised for its edible eggs.

Fowl. Chicken, turkey, ducks, geese, guineas or other domestic fowl.

Hen. Female domestic poultry.

Henhouse. An enclosed structure designed for the purpose of keeping and securing hens.

Livestock. Horses, mules, donkeys, oxen, sheep, goats, cows, buffaloes and swine, or any one of them.

Owner. Any person, firm, corporation, organization, or department having a right of property in the animal, or who keeps or harbors the animal, or who has it in his care, or acts as its custodian, or who permits the animal to remain on or about any premises occupied by him or her.

Person in charge. Any person who feeds a dog or cat not owned by him or her or who otherwise cares for the animal. This definition shall not include individuals who perform humane acts for the health and safety of an animal on a one (1) time or temporary basis.

Rooster. Male domestic poultry.

Run. A fenced enclosure that is connected to and/or surrounding a henhouse for the purpose of allowing hens to leave the coop while remaining in an enclosed environment.

Vicious and dangerous animal.

- (1) Any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings.
- (2) Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

The terms “potentially dangerous” and “vicious” shall not apply to dogs used by law enforcement officials for legitimate law enforcement purposes, nor dogs used as certified guide dogs for the blind, hearing dogs for the deaf nor aid dogs for the handicapped nor shall it apply to licensed kennels, humane society shelters, animal control facilities, or veterinarians.

SECTION III. LIVESTOCK AND FOWL

(a) General provisions.

(1) *General prohibition.* It shall be unlawful for any person to keep any livestock or fowl, except for hens as defined in Section II of this Ordinance, within the city limits of the city.

(2) *Exceptions.* Subsection (a)(1) shall not apply to those whose property is annexed in the future should those property owners maintain livestock or fowl upon the property prior to annexation. Following any such annexation, it shall be unlawful to replace any livestock or fowl that is sold, traded, given away, lost, deceased, or otherwise disposed of. All livestock or fowl located upon any real property within the city at the time of such annexation shall be removed therefrom upon the sell, lease, rent, conveyance, or gift of said real property or upon the death of the owner of said livestock or fowl.

(3) *Condition of premises.* If the premises, exempted from subsection (a)(1) as described in subsection (a)(2), where livestock or fowl are kept shall not be free from unsanitary droppings, refuse and odors, or shall be in such condition as to breed flies, the animal control officer shall notify the owner or person-in-charge of the animals or fowl to remove such matter or cure such condition within a reasonable time to be fixed by the animal control officer and, if such objectionable conditions are not cured within such time as is specified, the animal control officer shall issue a citation to the owner or person-in-charge.

(b) *Livestock or fowl at large.* It shall be unlawful for any owner or person-in-charge to knowingly, voluntarily, or willfully permit any livestock or fowl to be at large within the city.

(c) Horse stable permit.

(1) Any person, firm or corporation desiring to open, operate or be in charge of a horse stable within the city must obtain a yearly permit therefor. The application for permit shall be maintained by the Animal Control Officer and will indicate the number and type of horses, the name, address and phone number of the owner or person in charge of each and the veterinarian contact number. The cost to obtain a permit and yearly fees are listed in the Animal Shelter Policy.

(2) A consent petition must be signed by all neighbors within five hundred (500) feet of the exterior parameter of the real property line where the stable is located. The petition and

application will then be forwarded to the Planning Commission along with plans reflecting, at a minimum, the boundaries of the proposed pasture area and the proposed stable area with square footage per animal indicated thereon.

The Planning Commission will then make a recommendation to the City Council. If approved and the stable becomes operational, animal control officers will conduct an inspection of the facility to determine whether the condition of the premises is in compliance with subsection (a)(3) above. A stable exists where two (2) or more horses are kept.

(3) This section does not apply to newly annexed properties where stables existed and were operated immediately prior to annexation.

SECTION IV. RESERVED

SECTION V. DOG OR DOMESTICATED ANIMAL AT LARGE

- (a) *General prohibition.* No owner or person in charge of a dog or domesticated animal shall permit the dog or domesticated animal to be at large at any time within the city.
- (b) *Owner liability.* If the owner of any dog or domesticated animal carelessly manages said dog or domesticated animal or permits said animal to be at large, and another person, without fault, suffers damage thereby, such owner shall be liable for damages.

SECTION VI. SEIZURE OF DOGS OR DOMESTICATED ANIMALS AT LARGE

- (a) *Police officer's duty to notify animal control officer of dogs at large; procedure for seizure of dogs at large.* It shall be the duty of every police officer in the City, upon discovering a dog or domesticated animal at large within the City, to promptly notify the Animal Control Officer. It shall be the duty of the Animal Control Officer when so notified, or whenever the Animal Control Officer observes any dog or domesticated animal at large, to immediately seize the dog or domesticated animal and confine the animal to the City of Daphne Animal Shelter and if said dog is licensed by the City, to make a reasonable effort to notify the owner. Any dog or domesticated animal found unlawfully to be at large within the City is hereby declared a nuisance and shall be seized and confined by the Animal Control Officer, and cared for in a humane manner for a period of not less than seven (7) days.
- (b) *Return of dogs or domesticated animals to owner permitted.* In addition to, or in lieu of, confining a dog or domesticated animal found unlawfully at large when the owner or person-in-charge of said dog or domesticated animal is known to the Animal Control Officer, the Animal Control Officer may return the dog or domesticated animal to the owner or person in charge and issue a citation for violation of this Ordinance.
- (c) *Notice to owner of confinement of dogs or domesticated animals.* Immediately upon confinement of a dog or domesticated animal, the Animal Control Officer shall make reasonable effort to ascertain the identity of and notify the owner or person-in-charge of such dog or domesticated animal of their confinement and of the conditions under which they may regain possession of such animal.

SECTION VII NOISY ANIMALS

- (a) *Residential neighborhood prohibition against keeping of noisy animals.* It shall be unlawful and a nuisance for any person to keep on a residential lot or premises any animal

or group of animals known to said person to habitually, continuously or intermittently to make or emit sounds or noises of such volume and nature as unreasonably to interfere with or disturb the peace, quiet, comfort and repose of persons of ordinary sensibilities within the neighborhood in the reasonable use and enjoyment of adjacent property.

(b) *Other areas prohibition against keeping of noisy animals.* It shall be unlawful and a nuisance for any person to keep, on any tract, lot or premises within the city, any animal or group of animals under such circumstances that the sounds or noises emitted by said animals are of such volume and nature as unreasonably to interfere with or disturb the peace, quiet, comfort and repose of persons of ordinary sensibilities in the reasonable use and enjoyment of any adjacent property used for residential purposes.

(c) *Abatement of noise; enforcement.*

(1) Any owner or person-in-charge violating this section shall be guilty of maintaining a nuisance. However, no prosecution shall be commenced and no arrest made pursuant to this section, except upon affidavit made before, and warrant issued by, a magistrate.

(2) Any police officer or animal control officer may take steps immediately to cure the situation to cause the noise to be abated, either through issuance of a citation, or impounding the animal if the owner, agent or person-in-charge cannot be found at the time of the disturbance.

SECTION VIII RIGHT OF ENTRY; AUTHORITY TO USE FIREARM

(a) *Right of entry.* The Animal Control Officer shall have the right and it shall be the Officer's duty to enter upon any property, except a private dwelling house, for the purpose of (i) inspecting any living condition for an animal for which there is a reasonable suspicion to believe that there exists thereupon a violation of this Ordinance or (ii) capturing any dog or domesticated animal at-large in compliance with the provisions of this Ordinance.

(b) *Authority to use firearm.* Any Animal Control Officer may be authorized by the Chief of Police to carry a firearm for the purpose of assisting in impounding any dog or domesticated animal and shall have the authority to shoot and kill such dog or domesticated animal if, in attempting to capture the same or in otherwise keeping the same, it shall become an immediate hazard to the safety of the person or to the safety of persons or animals in the immediate vicinity.

SECTION IX PROCEDURE FOR REDEMPTION

The owner of any impounded dog, cat, or domesticated animal may, within seven (7) days after the dog, cat, or domesticated animal is impounded, redeem the dog or cat or domesticated animal by paying to the City an appropriate fee as listed in the Animal Shelter Policy.

SECTION X DISPOSITION OF UNREDEEMED DOGS, CATS, OR DOMESTICATED ANIMALS

(a) *Adoption.*

(1) In the event any impounded dog, cat or domesticated animal is not redeemed within seven (7) days, or if after seven (7) days from the time notice has been given to the owner of a dog, cat, or domesticated animal which has been picked up, the Animal Control Officer will turn the dog, cat, or domesticated animal over to the Daphne Animal Shelter for health assessment and potential adoption.

- (2) Any person who adopts a sexually mature dog or cat, at least 180 days in age, is required by state law to have the animal properly sterilized. Therefore, for all animals adopted through the Daphne Animal Shelter, appropriate fees will be collected by the Daphne Animal Shelter prior to the adoption of any dog or cat to ensure the animal is sterilized. A voucher may be issued to provide sterilization if prior sterilization is not feasible. Adoption fees will be reviewed periodically and updated as necessary in the Animal Shelter Policy.
- (b) *Humane disposition of injured or diseased animals* Injured or diseased animals may, at the discretion of the Animal Shelter Manager, be euthanized prior to the seven (7) days to humanely alleviate suffering by the animal. Any confined dog, cat, or domesticated animal that is injured or diseased, shall, as an act of mercy, be humanely destroyed immediately after inspection by a veterinarian, or by the Animal Control Officer if it is determined that such destruction is necessary to prevent unnecessary suffering, to prevent the spread of disease, or because the animal is incurable.
- (c) *Disposition of aggressive dogs.* Aggressive dogs that in the discretion of the Animal Control Officer are determined to be unsafe for adoption may be euthanized.
- (d) *Manner of disposal.* The Animal Control Officer, when required to dispose of dogs, cats, or domesticated animals, shall do so by such process as is recognized by veterinary science as being a humane manner in which to destroy dogs, cats and domesticated animals.
- (e) *Disposal of non-domesticated animals.* Non-domesticated animals may be destroyed by the Animal Control Officer or by their direction, for public safety to prevent the spread of disease and acts of mercy. Such authority shall come from the Animal Shelter Manager for animal control personnel to carry out the provisions of this order.

SECTION XI RABIES VACCINATION

- (a) *Rabies vaccination required.* It shall be unlawful for any owner or person in charge of any premises where a dog or cat is kept to keep any dog or cat more than three (3) months of age, thereon, which has not been vaccinated against rabies within the preceding twelve (12) months.
- (b) *Vaccination Period.* The vaccination of any dog or cat against rabies shall be valid for a period of one (1) year.
- (c) *Penalty.* Any owner or person in charge in violation of this Section shall be subject to a penalty not to exceed an amount equal to twice the State approved charge for inoculation, to be imposed by the Animal Control Officer or his authorized representative, in addition to the fee prescribed for the inoculation.
- (d) *Licensed veterinarian.* In order to be sufficient under this Ordinance, the vaccination of any dog or cat shall be accomplished by a licensed veterinarian.
- (e) *Tag attachment mandatory.* The serially numbered rabies tag issued at the time of inoculation shall at all times be attached to a collar or harness worn by the dog or cat for which the tag is issued. It shall be unlawful for any owner or person in charge of any dog or cat not to keep attached to said dog or cat the tag evidencing the anti-rabies vaccine or inoculation as provided in this Ordinance. However, said tag need not be attached during supervised obedience training classes or animal shows.

(f) *Animal bite.*

- (1) Whenever the Daphne Police Department or an Animal Control Officer receives information that any person has been bitten by an animal required to be inoculated against rabies, the animal will be placed in quarantine with a duly licensed veterinarian for observation of rabies for two hundred forty (240) consecutive hours. The owner or person-in-charge shall be responsible for ensuring the quarantine is carried out immediately and at the owner or person-in-charge's expense. A police report will be completed documenting the incident and confirmation of quarantine. It shall be unlawful for any person having knowledge that any person has been bitten by any such animal to refuse to notify promptly the Daphne Police Department or an Animal Control Officer.
- (2) It shall be unlawful for an owner or person-in-charge to refuse or fail to quarantine an animal.
- (3) Where biting occurs by a stray animal, the Animal Control Officer may humanely destroy the animal immediately after the bite and submit the Animal's head to the state health laboratory for rabies examination.
- (4) K-9 animals used by law enforcement shall be exempted from the quarantine period where such bite occurs in the line of duty and evidence of proper vaccination against rabies, but shall be examined at the end of ten (10) days by a duly licensed veterinarian.

(g) *Animals suspected of having rabies declared nuisances.* Any animal suspected of infection with rabies is hereby declared to be a public nuisance and a danger to the health and safety of the community. The Animal Control Officer may take up and confine any such animal, and the disposition of such animal shall be determined by the Animal Shelter Manager.

SECTION XII RESERVED

SECTION XIII CONFINEMENT OF DOGS OR CATS IN HEAT

Every female dog or cat in heat shall be kept confined by the owner or person-in-charge. At any time a female dog or cat in heat is found to be causing a disturbance of any dog or cat on adjoining premises, it shall be the duty of the owner or person-in-charge of said dog or cat to immediately confine said dog or cat in a manner so as to avoid such disturbance.

SECTION XIV DUTY TO RESTRAIN; CONDITION OF PREMISES

- (a) *Dogs and domesticated animals.* It shall be the duty of every owner or person in charge of any dog or domesticated animal (excluding cats) to keep said animal under effective restraint, while the same is within the limits of the City, whether or not said dog or domesticated animal (excluding cats) is upon or away from his or her premises. It shall be unlawful for the owner or person in charge of any dog or domesticated animal (excluding cats) to fail to keep said animal under effective restraint. Proof that a dog or domesticated animal (excluding cats) was not properly restrained, whether on or off the premises of the owner or person in charge, shall be prima facie evidence of a violation. Negligent failure to provide or maintain effective restraint shall not be a defense; however, competent evidence that said failure was occasioned by an unforeseeable and independent act of a third person shall shift the burden on the City to prove otherwise.
- (b) *Confinement of stray dogs or domesticated animals.* Any person in the City finding any dog or domesticated animal running at large about his premises or residence, or the

residence of which he is in charge, may request to have such animal confined by the Animal Control Officer as an at-large animal or stray.

(c) *Defecation on another's property.* It shall be the duty of the owner or person-in-charge to remove and dispose of any feces deposited by said animal upon the grounds of any public park or public place, upon any residential lot of another occupied for human habitation, or upon any right-of-way adjacent thereto.

(d) *Condition of premises.*

(1) The premises where any dog, cat or domesticated animal is kept shall be free from unsanitary droppings, refuse and odors, or in a condition to breed flies or infestation of fleas. Unsanitary or inhumane living conditions for these animals will not be allowed. The Animal Control Officer shall notify the owner or person-in-charge of the premises to remove such matter or cure such condition within a reasonable time, to be fixed by the Animal Control Officer. If such condition is not remedied within the time so fixed, the Animal Control Officer shall issue a citation to the owner or person-in-charge. Animals found in cruel, abusive, or neglectful situations may be promptly impounded if the life or health of the animal is at risk. If no contact is immediately made with the owner, then a written notice shall be left indicating the location of the animal and the reason for impoundment.

(2) An owner or person-in-charge of any dog, cat or domesticated animal shall provide adequate shelter from the elements if the animal is kept outside. Adequate food and water shall be made available to the animal. Dogs shall not be kept or maintained on a chain or tether in the City. Dog runs may be utilized for a limited period of time (maximum 2 hours) under owner supervision. Any dog confined with a fenced in yard must have adequate space for exercise based on the dimensions of at least 150 square feet per dog. Such enclosure shall be constructed of chain link or wooden fencing or a similar type material with all four sides enclosed. The enclosure shall be of sufficient height to prevent the animal from escaping from such enclosure and shall meet the requirements of the Alabama Animal Rights Protection Act, Section 13A-11-24(1), as it may be amended from time to time. At no point in time may an animal be tied or leased to an inanimate object, i.e., tree, post, etc.

As an alternative, the owner may use underground invisible fencing to meet the requirements of this section in lieu of a chain link or wooden fence. The invisible fencing must be able to properly and humanely restrain the dog on the property. A dog at large is prima facie evidence that the invisible fence did not properly restrain the animal. During power outages, etc., the owner must take other proper measures such as bringing the animal inside to prevent the animal from being at large during power outages.

(3) No dog, cat, or domesticated animal shall be placed, confined or allowed to be placed or confined in a motor vehicle under such conditions or for such a period of time as to endanger the health or welfare of the animal because of temperature, lack of food or water, or such other conditions as may reasonably be expected to cause suffering, disability or death.

SECTION XV

RESERVED

SECTION XVI

HUMANE TRAPS

- (a) The Animal Control officer is hereby authorized, in order to apprehend animals in violation of this Ordinance which are otherwise difficult to apprehend, to use traps designed to humanely capture said animals by placing the same upon any public property of the City, upon the right of way of any public street or highway or upon the private property of any person granting permission therefor.
- (b) It shall be the duty of the Animal Control Officer to check such traps daily and remove captured animals therefrom to the City of Daphne Animal Shelter where they shall be disposed or treated as otherwise provided herein.
- (c) It shall be unlawful for any person to molest or tamper with any such trap, or to remove any animal captured in any such trap or to interfere with the Animal Control Officer in setting or servicing any such trap.

SECTION XVII

CRUELTY TO ANIMALS

- (a) Any person who commits any of the acts enumerated hereafter shall be guilty of a misdemeanor:
 - (1) any person who overrides, over-drives, overloads, drives when overloaded, tortures, torments, deprives of necessary sustenance, cruelly beats, mutilates, or cruelly kills or causes or procures to be overridden, over-driven, overloaded, driven when overloaded, tortured, tormented, deprived of necessary sustenance, cruelly beaten, mutilated, abandoned or cruelly killed; or
 - (2) any person having the charge or custody of such animal, either as owner or otherwise, inflicts unnecessary cruelty upon same, or fails to provide the same with proper food, drink or protection from the weather, or cruelly drives or allows to be ridden or over-driven when unfit for labor; or
 - (3) any person who, having the charge or custody of any animal known to him to require medical treatment or care in order to prevent unjustifiable physical pain, suffering or death, who having such knowledge fails to provide proper treatment and care, or in the alternative to cause said animal to be humanely disposed of; or
 - (4) any person who unlawfully or maliciously kills, disables, disfigures, or injures any animal, without good cause.

SECTION XVIII

RESERVED

SECTION XIX

CITATIONS AND FINES

- (a) *Citations.* When any animal is found by the Animal Control Officer to be in violation of any provision of this Ordinance, and the person or persons responsible become known to the Animal Control Officer, a citation may issue to the owner or person in charge for said violation directing the person to appear in Municipal Court at a time and date stated therein to answer to charges of violations of this Ordinance, which said charges shall be stated in said citation. It shall be unlawful and a misdemeanor for any person to fail to appear in City Court at the time and place stated in a citation issued by the Animal Control Officer.
- (b) *Fines.* The schedule of fines is hereby established by the City and specified in the schedule of fines set forth in the Animal Shelter Policy, as the same may be updated from time to time. In addition to the fines so established, the Defendant shall pay, in addition to such fine amount, any court costs which are in effect at the time of such violation occurs. If the

Defendant elects to plead guilty before a magistrate to a violation of any of the municipal offenses contained herein for which there is a fine set forth in the Animal Shelter Policy, the fine plus applicable court cost shall apply. In lieu of appearing before a magistrate, the Defendant may sign a guilty plea and waiver of trial provision on the municipal offense citation, and deliver the amount of the fine plus applicable court costs to the Clerk of the Municipal Court or mail such amount to the Clerk of the Municipal Court for the City of Daphne at 1502 Highway 98, Daphne, Alabama 36526.

SECTION XX DISPOSITION OF FEES

All monies collected, as provided for in this Ordinance, shall be turned over and delivered forthwith to the City Treasurer and all revenues generated through enforcement of any section of this Ordinance shall be appropriated by the City for use in supporting, maintaining and providing for the ongoing expense of operating the City of Daphne Animal Shelter and expenses and costs incurred in the enforcement of this Ordinance.

SECTION XXI RESERVED

SECTION XXII RESERVED

SECTION XXIII DANGEROUS ANIMALS

The City of Daphne Animal Shelter shall adhere to the guidelines set forth in Alabama Code Section 3-6A-1, *et seq.*, otherwise known as “Emily’s Law,” as it exists and may be amended from time to time. For fees and fines related to the ownership of a dangerous animal, please refer to the Animal Shelter Policy.

SECTION XXIV RESERVED

SECTION XXV KEEPING OF HENS

- (a) *Purpose.* The purpose of this section is to provide standards for the keeping of hens in single-family residential zones and limited institutional settings in the City of Daphne. It is intended to enable residents to keep a limited number of hens for non-commercial purposes, while establishing standards to limit the adverse impacts on neighboring properties, and ensuring the health and sanitation of the domestic poultry and related structures. It is also intended to enable educators to keep a limited number of hens on the premises of an institution of education for educational purposes.
- (b) *General requirements.* Domestic poultry may be kept in single-family residential zones and single family residential PUD (planned unit development) districts in accordance with the following regulations:
 - (1) It shall be unlawful for any resident to keep roosters, crowing hens, peafowl, or waterfowl within the city limits of the city.
 - (2) Hens may be kept on all parcels in single-family residential zones having a minimum lot area of five thousand (5,000) square feet.
 - (3) For parcels with a lot area of between five thousand (5,000) square feet and seven thousand seven hundred ninety-nine (7,799) square feet, residents may keep up to two (2) hens.
 - (4) For parcels with a lot area of between seven thousand eight hundred (7,800) square feet and three (3) acres, residents may keep up to four (4) hens.

- (5) For parcels with a lot area in excess of three (3) acres, residents may keep up to eight (8) hens.
- (6) Residents shall not be eligible to keep hens on parcels in single-family residential zones that contain more than two (2) residential dwelling units or a non-conforming multifamily structure.
- (7) Hens shall be kept for personal use only. The selling of eggs or fertilizer or the breeding of hens is prohibited.
- (8) All hens shall be kept in a henhouse or run. Henhouses and runs shall be fenced and maintained in accordance with the design standards set forth in subsection (c) of this section. Hens may be allowed to roam freely in enclosed rear yards during daylight hours only.
- (9) It shall be unlawful for any domestic poultry to be at large within city limits.
- (10) It shall be unlawful for the owner, keeper, or custodian of any domestic poultry to allow the animal(s) to be a nuisance to any neighbor(s), including but not limited to noxious odors from the animals or related structure, associated rodent or pest infestation, particulate matter runoff, and noise of a loud and persistent and habitual nature. An officer of the City of Daphne Animal Control Service, City of Daphne Code Enforcement, City of Daphne Police Department, or the Baldwin County Health Department shall determine whether or not a nuisance exists.
- (11) The slaughtering of hens in residential zones is prohibited.
- (12) The provisions of this section shall not be interpreted to supersede any covenant or deed restriction prohibiting the keeping of domestic poultry on a particular parcel that is subject to such covenant or deed restriction.
- (13) Up to eight (8) hens may be kept on the premises of any public or private school for educational purposes, subject to the requirements of this section.

(c) *Requirements for henhouses and runs.*

- (1) *Location.*
 - a. The henhouse and run shall not be visible from any public right-of-way. On double frontage lots or corner lots, henhouses and runs shall not be allowed within thirty (30) feet of any public right-of-way.
 - b. The henhouse and run shall be a minimum of ten (10) feet from any property line.
 - c. The henhouse and run shall be a minimum of twenty-five (25) feet from the residence.
 - d. For purposes of this section, an officer of the City of Daphne Code Enforcement shall determine whether or not a setback violation exists, and shall not be required to prove such a violation by a land survey. Any resident charged with a right-of-way setback violation under this section shall be entitled to rebut the officer's determination with a land survey or other suitable evidence.
- (2) *Design requirements.*
 - a. The henhouse shall be enclosed on all sides and have a roof and access door that are able to be shut and secured. The henhouse shall be ventilated and impermeable to rodents, wild birds, and predators including raccoons, skunks,

dogs, and cats. Any openings on the henhouse or the entire henhouse shall be elevated at least eighteen (18) inches above ground. Except for access doors, all other openings shall be sealed with rodent and predator-proof wire mesh with openings of one-quarter (¼) inch or smaller.

- b. The henhouse shall be free-standing and accessible on all sides for cleaning and maintenance.
- c. The run shall be fully enclosed, including a roof, by a secured fence at all times. The fence must be at least (5) feet in height and no more than (6) feet in height. The fence shall be made of one-quarter (¼) inch metal mesh hardware cloth and buried. Chicken wire shall not be permitted.
- d. The total area of the henhouse and run shall be at least of six (6) square feet per hen and the total area of the henhouse shall be at least of two (2) square feet per hen. The total area of the run shall not exceed eighty (80) square feet and the total area of the henhouse shall not exceed thirty-six (36) square feet.
- e. Materials used for henhouses and runs shall be suitable for use in single-family residential zones. Prefabricated henhouses are allowed, provided they meet the specification for excluding rodents.
- f. The henhouse shall not exceed eight (8) feet in height at its tallest point.

(3) *Sanitation requirements.*

- a. All henhouses and runs shall be kept and maintained in a clean and sanitary condition. All droppings shall be cleaned out at least once every week. Chicken pens shall be thoroughly cleaned with a standard disinfectant at least three (3) times yearly, once in each of the months of March, July and October. At all times, all hens shall have access to feed and clean liquid water.

SECTION XXVI SEVERABILITY

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

SECTION XXVII REPEALER

This Ordinance expressly repeals and replaces Ordinance 2013-57 and Ordinance 2018-05. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION XXVIII EFFECTIVE DATE

This Ordinance shall become effective immediately and be in full force after final passage and publication as required by law.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA ON THE ____ DAY OF _____, 2024.**

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-23**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE AUTHORIZATION TO
SOUTHERN LIGHT, LLC FOR THE PURPOSE OF CONSTRUCTING AND
MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN THE PUBLIC
RIGHTS-OF-WAY IN THE CITY OF DAPHNE, ALABAMA FOR THE PROVISION OF
BROADBAND SERVICES**

WHEREAS, Southern Light, LLC (hereinafter referred to as the “the Company”) desires to maintain and construct a fiber-optic transmission line within public rights-of-way located in the City of Daphne, Alabama (“City”); and

WHEREAS, the Company has requested the right to maintain and construct a fiber-optic transmission line within the corporate limits of the City for the provision of Broadband Services; and

WHEREAS, the City Council wishes to accommodate the Company’s request and grant authorization to allow Company to maintain fiber-optic transmission lines in accordance with the terms and conditions contained herein.

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

The City Council of the City of Daphne does hereby grant to Company a non-exclusive right to construct and maintain a fiber-optic transmission line in the City in and along certain rights-of-way outlined in Exhibit A below, subject to the terms and conditions set forth in the following agreement:

AGREEMENT

This Agreement is entered into on this the_____, 2024, by and between the City of Daphne, Alabama (hereinafter referred to as the “City”), and Southern Light, LLC, (hereinafter referred to as the “the Company”).

W I T N E S S E T H :

The City and the Company do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 “Broadband Services” means wide bandwidth data transmission with an ability to simultaneously transport multiple signals and traffic types and specifically a wired connection with a minimum download speed of 100 megabits per second (“Mbps”) and a minimum upload speed of 20 Mbps.

1.2 “City” means the City of Daphne, Alabama.

1.3 “Code” means the City of Daphne, Alabama Municipal Code of Ordinances, as may from time to time be amended.

1.4 “Company” is Southern Light, LLC, or its successors in interest, in accordance with the provisions of this Ordinance.

1.5 “Governing Body” or “City Council” means the City Council of the City of Daphne, Alabama.

1.6 “Gross Revenues” means all local revenue, in whatever form and from all sources, determined in accordance with generally accepted accounting principles that are received by Company from customers to the Company’s Broadband Services within the City, without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on services furnished by Company imposed by any municipality, state, or other governmental unit and collected by Company for such governmental unit.

1.7 “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.8 “Rights-of-way” means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or location within the City which shall entitle the City and the Company to use the same for the purpose of installing, operating, repairing and maintaining the System.

1.9 “System” shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Company in accordance with the terms and conditions contained in this Agreement.

1.10 “Use Fee” means the fee paid by the Company to the City for locating, maintaining and operating facilities in the Rights-of-way.

SECTION 2. Grant of Authority. The City hereby grants to the Company the non-exclusive and limited authority to construct, install and maintain and operate a fiber-optic transmission line in and along the Rights-of-way in the City (hereinafter referred to as the “System”). The Company shall obtain the appropriate construction permits as required by City Ordinances before constructing, expanding or extending the System within the City pursuant to this Agreement.

2.1 Micro-Trenching: Subject to the review of the City, the Company has informed the City that it will utilize a technique known as “Micro-Trenching” to install Fiber along certain paths throughout the City. The Company will be required to apply for construction permits to conduct

its micro-trenching and the City will review the Company's use of micro-trenching. The City agrees that it will not unreasonably deny applications by the Company to conduct micro-trenching where reasonable to avoid construction or make-ready delays.

2.2 Prior to the commencement or continuation of any construction or operation in the City, the Company shall be duly authorized to do business in Alabama and shall have received any necessary certificate of public convenience and necessity or other required authorization from the Federal Communications Commission or other authorized regulatory body, and all requisite State and City licensing for the work to be performed. Evidence that such authority has been acquired or that it is not required shall be filed with the City upon request of the City.

2.3 All work in the Right-of-way shall be in accordance with the Code and all applicable state and federal standards, local codes and ordinances, and will be done under the regulatory oversight of the City. The Company shall apply for and obtain all required permits from City as specified in the Code before Company shall undertake any construction in the Right-of-way. All new construction will, unless specifically authorized by the City, be placed underground if the City deems necessary for the public convenience and safety and generally to control and regulate the use of the streets as required by Section 11-43-62 of the Alabama Code, as it exists on the date of this Agreement and as it may be amended from time to time. The placement of above ground pedestals, meter bases and related equipment shall be permitted only as specifically set forth in approved permits and only at the direction of the City with respect to the acceptable location for such facilities.

SECTION 3. Compensation.

3.1 As consideration for the use of the City's Rights-of-ways as set forth in this Agreement, the Company shall pay the City an annual Use Fee in an amount equal to the greater of (i) five percent (5%) of its Gross Revenues collected by the Company during each calendar year of operation under this agreement, or (ii) \$7,000. The Company will pay the Use Fee collected from its Customers quarterly during each calendar year, within forty-five (45) days of the close of each quarter. Each Use Fee payment shall be accompanied by a certified report from a representative of the Company, which shows the basis for the computation of all monthly service charges revenue from providing local Broadband Services to Persons located within the City limits during the period for which such payment is made. In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in this section or is underpaid the Company shall pay in addition to the payment, or sum due, interest from the due date at the state legal interest rate of 6% annually (Alabama Code § 8-8-1). If the Company's quarterly Use Fee payments total less than \$7,000 for a calendar year, the Company will pay the difference between the amount of Use Fee payments made in such calendar year and the \$7,000 minimum amount within forty-five (45) days following the end of such calendar year.

3.2 All Use Fee amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Company's books and records and such review indicates a fee underpayment of five percent (5%) or more during the entire period reviewed, the Company shall assume all reasonable documented costs of such audit, and pay same upon demand by the City. All documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Company for a minimum period of three (3) years.

SECTION 4. Duration and Term. The agreement granted hereunder shall be for an initial term of ten (10) years (the “Initial Term”) commencing on the effective date of this Ordinance and Agreement, unless otherwise lawfully renewed, revoked or terminated as herein provided. Upon the expiration of the Initial Term, the Company or the City shall have the option to renew this Agreement by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party’s intent to renew this Agreement. Any renewal of this Agreement shall be on terms and for a duration mutually agreed to by the City and the Company.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting and approving of this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Company or any person or to charge reasonable compensation for such use, and the Company, by its acceptance of this Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Company acknowledges that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers.

Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City’s police powers shall be resolved in favor of the latter to the extent that such exercise does not materially erode the essential rights of the company.

SECTION 7. Standards of Service.

7.1 Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Company pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way. Company shall present to the City Right-of-Way Official, or to such other individual as directed by the Mayor, plats of all installations to be installed or constructed listing anticipated types of equipment and facilities, properly identifying and describing them by appropriate symbols and marks, and including annotations of all public ways, streets and roads where the work is anticipated. Maps shall be presented in a scale that allows proper review and interpretation and will be filed no less than thirty (30) working days before any installation of said cable or equipment or facilities, and the City shall provide a response no less than 14 days before the work is scheduled. Company shall obtain formal approval prior to the commencement of construction. Should the City require any plan additions or modifications prior to issuing formal approval, the City will promptly notify the Company thereof. The Company shall provide the City Right-of-Way Official

as-built drawings in digital formats that are reasonably acceptable to the Parties within six (6) months of the completion of the construction.

7.2 Restoration of Rights-of-way. If during the course of the Company's construction, operation or maintenance of the System there occurs a disturbance of any Rights-of-way by the Company, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The Company shall re-sod disturbed grassed areas and replace all excavated areas, structures, and landscaping to original or better condition in order to minimize the disruption of public property. The work to be done under this Agreement, and the restoration of Rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City, or in the case of state or federal highways within the City in accordance with the applicable Department of Transportation standards.

7.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or property as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

7.4 Trimming of Trees and Shrubbery. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the satisfaction of the City.

7.5 Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

7.6 Minimum Standards. All of the construction by the Company shall conform, at a minimum, to the minimum standards of the Company. In the event there is a conflict between the standards adopted by the Company and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7 Obstructions of Rights-of-Way.

A. Except in the case of an emergency, or with the approval of the City Public Works Department and with the consent of the Daphne Police Department, which consent shall not be unreasonably withheld, no Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work.

B. The Company shall not so obstruct the Rights-of-way as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways. The Company shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of the Company's construction activities, and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by the Company's activities encroaches upon the street, the Company shall take immediate corrective action to remove the same.

7.8 Safety Requirements.

A. The Company shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

B. The Company shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City. The Company shall meet all City and State requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of work, except in cases of emergency. The Company shall, on the request of any Person holding a permit to move a building temporarily raise or lower its wires to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given at least ten (10) business days' advance notice to arrange such temporary wire alterations.

C. All construction, installation, maintenance, and operation of the System or of any facilities employed in connection therewith shall be in compliance with the applicable provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by the FCC or other federal or state regulatory agencies in relation thereto, duly adopted local construction standards, and local zoning regulations. The Company shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Rights-of-way.

D. The Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

7.9 Least Disruptive Technology. The Company is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the rights-of-way. The Company will be required to use trenchless technology which includes directional drilling or directional boring for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Council. The City Right-of-Way Official may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Company may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies. The Company shall use directional boring in all areas where no conduit exists, unless otherwise required or approved by the City. The Company shall meet all City and State requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of work, except in cases of emergency.

SECTION 8. Enforcement and Termination of Agreement.

8.1 Notice of Violation. In the event the Company has not complied with the terms of this Agreement, the City shall notify the Company in writing of the nature of the alleged noncompliance.

8.2 Right to Cure or Respond. The Company shall have thirty (30) days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Company, be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

8.3 Public Hearing. In the event the Company fails to respond to the notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within thirty (30) days or by the date projected pursuant to 8.2(c) above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City Council which is scheduled at a time not less than fourteen (14) business days therefrom. The City shall notify the Company in writing of the time and place of such meeting and provide the Company with an opportunity to be heard.

8.4 Enforcement. In the event the City, after such meeting, determines that the Company is in default of any provision of this Agreement, the City may pursue any or all of the following remedies:

- A. Seek specific performance of any provision which reasonably lends itself to such a remedy;
- B. Make a claim against any surety or performance bond which may be required to be posted;
- C. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;

D. Seek any other available remedy permitted by law or in equity;

E. In the case of a material default of this Agreement, declare the Agreement to be revoked in accordance with the following:

(1) The City shall give written notice to the Company of its intent to revoke the Agreement on the basis of noncompliance by the Company. The notice shall set forth the exact nature of the noncompliance. The Company shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Company, it may then seek termination of this Agreement at a public meeting. The City shall cause to be served upon the Company, at least ten (10) days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

(2) At the designated meeting, the City shall give the Company an opportunity to state its position on the matter, after which it shall determine whether or not this Agreement shall be terminated. The Company may appeal such determination to an appropriate state or federal court or agency which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within thirty (30) days of the issuance of the determination by the City.

(3) The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

8.5 Impossibility of Performance. The Company shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

SECTION 9. Default.

9.1 Each of the following shall constitute a material default by the Company:

A. Failure to make any payments to the City required to be made as set forth in this Agreement;

B. Failure to maintain a liability insurance policy that is not cured within thirty (30) days following written notice to the Company;

C. Failure to provide or furnish any information required under this Agreement to the City that is not cured within thirty (30) days following written notice to the Company;

D. Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice;

E. The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial sale of all or any material part of the System or the assets of the Company;

F. The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

G. If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

SECTION 10. Work in Rights-of-Way. Prior to any excavation within the Rights-of-way, the Company shall obtain a permit from the City pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-ways due to the Company's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City. Within 45 days after the City approves this Agreement and prior to the commencement of any work under this Agreement, the Company shall deliver to City a performance bond in the amount of \$50,000, payable to City to ensure the appropriate and timely performance of the Company to meet the Company's obligations under this Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Alabama, and reasonably satisfactory to City Attorney in form and substance. The Company shall be required to replenish any such bond within 30 days after the City draws down upon it.

SECTION 11. Insurance. The Company shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of \$5,000,000.00 per occurrence and \$10,000,000.00 general aggregate limit for bodily injury and property damage, satisfactory to the City. The City shall be named as an additional insured on the comprehensive general liability insurance policy, and the Company shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days' written notice of such cancellation to the City. In addition, the Company shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be provided with a certificate or certificates of such

coverage. In addition, the Company shall secure any and all other insurance as the Company, in its sole discretion, deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under State-agent immunity or any other immunity afforded municipalities under Alabama or Federal law.

SECTION 12. Indemnity and Hold Harmless. The Company agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and 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 or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Company, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of the Company's property or equipment 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 City. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Company 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.

SECTION 13. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular Right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Company. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 15. Other Obligations. Obtaining this Agreement does not relieve the Company of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Company is responsible for all work done in the Rights-of-way pursuant to this Agreement, regardless of who performs the work, but in no event will Company be required to pay twice for the same rights.

SECTION 16. Payment of Costs. The Company shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City and not by a third party.

SECTION 17. Priority of Use. This Agreement does not establish any priority for the use of the Rights-of-way by the Company or any present or future agreements or permit

holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between other agreement and permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 18. Notice. Every notice or response required by this Agreement to be served upon the City or the Company 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 the City shall be addressed as follows:

City of Daphne, Alabama
Post Office Box 400
Daphne, Alabama 36526

With a copy to: Adams and Reese LLP
 Attn: A. Patrick Dungan
 11 N Water St, Ste 23200
 Mobile, AL 36602

The notices or responses to the Company shall be addressed as follows:

Southern Light, LLC
ATTN: Kelly A. McGriff, Esq.
Vice President and Deputy General Counsel
Uniti Group Inc.
107 St. Francis Street, Suite 1800
Mobile, Alabama 36602

The City and the Company 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.

SECTION 19. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance and Agreement.

SECTION 20. Acceptance. The Company's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of all insurance certificates, applications, and performance of other requirements relating to commencement of construction as set forth in this Agreement.

SECTION 21. Assignment. The Company's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council, which shall not be

unreasonably withheld. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership.

SECTION 22. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 23. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 24. Governing Law. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

SECTION 25. Severability. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 26. Repealer. Any Ordinance heretofore adopted by the City Council of the City of Daphne, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 27. Publication, Effective Date and Acceptance. This Ordinance shall be published in accordance with Applicable Laws. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

With its acceptance, Company shall also deliver a certified or cashier's check, approved by the City, in the amount of Five Thousand Dollars (\$5,000.00) made payable to the City of Daphne, Alabama, as an acceptance fee and insurance certificates as required herein, that have not previously been delivered. The acceptance fee shall be deposited in an account of the City, and shall serve to recover expenses incurred by the City in the granting of this Ordinance. Said expenses shall include attorney's fees and consulting expenses incurred by the City.

[Signature Page to Follow]

ADOPTED AND APPROVED this _____ day of _____, 2024.

CITY OF DAPHNE, ALABAMA

BY: _____
Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

APPROVED AND ACCEPTED:

SOUTHERN LIGHT, LLC

Name Printed _____

Title Printed: _____

Date: _____

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-24**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE AUTHORIZATION TO UNITI
FIBER GULFCO, LLC FOR THE PURPOSE OF CONSTRUCTING AND
MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN THE PUBLIC
RIGHTS-OF-WAY IN THE CITY OF DAPHNE, ALABAMA FOR THE PROVISION OF
BROADBAND SERVICES**

WHEREAS, Uniti Fiber GulfCo, LLC (hereinafter referred to as the “the Company”) desires to maintain and construct a fiber-optic transmission line within public rights-of-way located in the City of Daphne, Alabama (“City”); and

WHEREAS, the Company has requested the right to maintain and construct a fiber-optic transmission line within the corporate limits of the City for the provision of Broadband Services; and

WHEREAS, the City Council wishes to accommodate the Company’s request and grant authorization to allow Company to maintain fiber-optic transmission lines in accordance with the terms and conditions contained herein.

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

The City Council of the City of Daphne does hereby grant to Company a non-exclusive right to construct and maintain a fiber-optic transmission line in the City in and along certain rights-of-way outlined in Exhibit A below, subject to the terms and conditions set forth in the following agreement:

AGREEMENT

This Agreement is entered into on this the_____, 2024, by and between the City of Daphne, Alabama (hereinafter referred to as the “City”), and Uniti Fiber GulfCo, LLC, (hereinafter referred to as the “the Company”).

W I T N E S S E T H :

The City and the Company do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 “Broadband Services” means wide bandwidth data transmission with an ability to simultaneously transport multiple signals and traffic types and specifically a wired connection with a minimum download speed of 100 megabits per second (“Mbps”) and a minimum upload speed of 20 Mbps.

1.2 “City” means the City of Daphne, Alabama.

1.3 “Code” means the City of Daphne, Alabama Municipal Code of Ordinances, as may from time to time be amended.

1.4 “Company” is Uniti Fiber GulfCo, LLC, or its successors in interest, in accordance with the provisions of this Ordinance.

1.5 “Governing Body” or “City Council” means the City Council of the City of Daphne, Alabama.

1.6 “Gross Revenues” means all local revenue, in whatever form and from all sources, determined in accordance with generally accepted accounting principles that are received by Company from customers to the Company’s Broadband Services within the City, without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on services furnished by Company imposed by any municipality, state, or other governmental unit and collected by Company for such governmental unit.

1.7 “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.8 “Rights-of-way” means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or location within the City which shall entitle the City and the Company to use the same for the purpose of installing, operating, repairing and maintaining the System.

1.9 “System” shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Company in accordance with the terms and conditions contained in this Agreement.

1.10 “Use Fee” means the fee paid by the Company to the City for locating, maintaining and operating facilities in the Rights-of-way.

SECTION 2. Grant of Authority. The City hereby grants to the Company the non-exclusive and limited authority to construct, install and maintain and operate a fiber-optic transmission line in and along the Rights-of-way in the City (hereinafter referred to as the “System”). The Company shall obtain the appropriate construction permits as required by City Ordinances before constructing, expanding or extending the System within the City pursuant to this Agreement.

2.1 Micro-Trenching: Subject to the review of the City, the Company has informed the City that it will utilize a technique known as “Micro-Trenching” to install Fiber along certain paths throughout the City. The Company will be required to apply for construction permits to conduct

its micro-trenching and the City will review the Company's use of micro-trenching. The City agrees that it will not unreasonably deny applications by the Company to conduct micro-trenching where reasonable to avoid construction or make-ready delays.

2.2 Prior to the commencement or continuation of any construction or operation in the City, the Company shall be duly authorized to do business in Alabama and shall have received any necessary certificate of public convenience and necessity or other required authorization from the Federal Communications Commission or other authorized regulatory body, and all requisite State and City licensing for the work to be performed. Evidence that such authority has been acquired or that it is not required shall be filed with the City upon request of the City.

2.3 All work in the Right-of-way shall be in accordance with the Code and all applicable state and federal standards, local codes and ordinances, and will be done under the regulatory oversight of the City. The Company shall apply for and obtain all required permits from City as specified in the Code before Company shall undertake any construction in the Right-of-way. All new construction will, unless specifically authorized by the City, be placed underground if the City deems necessary for the public convenience and safety and generally to control and regulate the use of the streets as required by Section 11-43-62 of the Alabama Code, as it exists on the date of this Agreement and as it may be amended from time to time. The placement of above ground pedestals, meter bases and related equipment shall be permitted only as specifically set forth in approved permits and only at the direction of the City with respect to the acceptable location for such facilities.

SECTION 3. Compensation.

3.1 As consideration for the use of the City's Rights-of-ways as set forth in this Agreement, the Company shall pay the City an annual Use Fee in an amount equal to the greater of (i) five percent (5%) of its Gross Revenues collected by the Company during each calendar year of operation under this agreement, or (ii) \$7,000. The Company will pay the Use Fee collected from its Customers quarterly during each calendar year, within forty-five (45) days of the close of each quarter. Each Use Fee payment shall be accompanied by a certified report from a representative of the Company, which shows the basis for the computation of all monthly service charges revenue from providing local Broadband Services to Persons located within the City limits during the period for which such payment is made. In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in this section or is underpaid the Company shall pay in addition to the payment, or sum due, interest from the due date at the state legal interest rate of 6% annually (Alabama Code § 8-8-1). If the Company's quarterly Use Fee payments total less than \$7,000 for a calendar year, the Company will pay the difference between the amount of Use Fee payments made in such calendar year and the \$7,000 minimum amount within forty-five (45) days following the end of such calendar year.

3.2 All Use Fee amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Company's books and records and such review indicates a fee underpayment of five percent (5%) or more during the entire period reviewed, the Company shall assume all reasonable documented costs of such audit, and pay same upon demand by the City. All documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Company for a minimum period of three (3) years.

SECTION 4. Duration and Term. The agreement granted hereunder shall be for an initial term of ten (10) years (the “Initial Term”) commencing on the effective date of this Ordinance and Agreement, unless otherwise lawfully renewed, revoked or terminated as herein provided. Upon the expiration of the Initial Term, the Company or the City shall have the option to renew this Agreement by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party’s intent to renew this Agreement. Any renewal of this Agreement shall be on terms and for a duration mutually agreed to by the City and the Company.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting and approving of this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Company or any person or to charge reasonable compensation for such use, and the Company, by its acceptance of this Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Company acknowledges that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers.

Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City’s police powers shall be resolved in favor of the latter to the extent that such exercise does not materially erode the essential rights of the company.

SECTION 7. Standards of Service.

7.1 Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Company pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way. Company shall present to the City Right-of-Way Official, or to such other individual as directed by the Mayor, plats of all installations to be installed or constructed listing anticipated types of equipment and facilities, properly identifying and describing them by appropriate symbols and marks, and including annotations of all public ways, streets and roads where the work is anticipated. Maps shall be presented in a scale that allows proper review and interpretation and will be filed no less than thirty (30) working days before any installation of said cable or equipment or facilities, and the City shall provide a response no less than 14 days before the work is scheduled. Company shall obtain formal approval prior to the commencement of construction. Should the City require any plan additions or modifications prior to issuing formal approval, the City will promptly notify the Company thereof. The Company shall provide the City Right-of-Way Official

as-built drawings in digital formats that are reasonably acceptable to the Parties within six (6) months of the completion of the construction.

7.2 Restoration of Rights-of-way. If during the course of the Company's construction, operation or maintenance of the System there occurs a disturbance of any Rights-of-way by the Company, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The Company shall re-sod disturbed grassed areas and replace all excavated areas, structures, and landscaping to original or better condition in order to minimize the disruption of public property. The work to be done under this Agreement, and the restoration of Rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City, or in the case of state or federal highways within the City in accordance with the applicable Department of Transportation standards.

7.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or property as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

7.4 Trimming of Trees and Shrubbery. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the satisfaction of the City.

7.5 Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

7.6 Minimum Standards. All of the construction by the Company shall conform, at a minimum, to the minimum standards of the Company. In the event there is a conflict between the standards adopted by the Company and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7 Obstructions of Rights-of-Way.

A. Except in the case of an emergency, or with the approval of the City Public Works Department and with the consent of the Daphne Police Department, which consent shall not be unreasonably withheld, no Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work.

B. The Company shall not so obstruct the Rights-of-way as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways. The Company shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of the Company's construction activities, and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by the Company's activities encroaches upon the street, the Company shall take immediate corrective action to remove the same.

7.8 Safety Requirements.

A. The Company shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

B. The Company shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City. The Company shall meet all City and State requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of work, except in cases of emergency. The Company shall, on the request of any Person holding a permit to move a building temporarily raise or lower its wires to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given at least ten (10) business days' advance notice to arrange such temporary wire alterations.

C. All construction, installation, maintenance, and operation of the System or of any facilities employed in connection therewith shall be in compliance with the applicable provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by the FCC or other federal or state regulatory agencies in relation thereto, duly adopted local construction standards, and local zoning regulations. The Company shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Rights-of-way.

D. The Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

7.9 Least Disruptive Technology. The Company is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the rights-of-way. The Company will be required to use trenchless technology which includes directional drilling or directional boring for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Council. The City Right-of-Way Official may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Company may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies. The Company shall use directional boring in all areas where no conduit exists, unless otherwise required or approved by the City. The Company shall meet all City and State requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of work, except in cases of emergency.

SECTION 8. Enforcement and Termination of Agreement.

8.1 Notice of Violation. In the event the Company has not complied with the terms of this Agreement, the City shall notify the Company in writing of the nature of the alleged noncompliance.

8.2 Right to Cure or Respond. The Company shall have thirty (30) days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Company, be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

8.3 Public Hearing. In the event the Company fails to respond to the notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within thirty (30) days or by the date projected pursuant to 8.2(c) above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City Council which is scheduled at a time not less than fourteen (14) business days therefrom. The City shall notify the Company in writing of the time and place of such meeting and provide the Company with an opportunity to be heard.

8.4 Enforcement. In the event the City, after such meeting, determines that the Company is in default of any provision of this Agreement, the City may pursue any or all of the following remedies:

- A. Seek specific performance of any provision which reasonably lends itself to such a remedy;
- B. Make a claim against any surety or performance bond which may be required to be posted;
- C. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;

D. Seek any other available remedy permitted by law or in equity;

E. In the case of a material default of this Agreement, declare the Agreement to be revoked in accordance with the following:

(1) The City shall give written notice to the Company of its intent to revoke the Agreement on the basis of noncompliance by the Company. The notice shall set forth the exact nature of the noncompliance. The Company shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Company, it may then seek termination of this Agreement at a public meeting. The City shall cause to be served upon the Company, at least ten (10) days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

(2) At the designated meeting, the City shall give the Company an opportunity to state its position on the matter, after which it shall determine whether or not this Agreement shall be terminated. The Company may appeal such determination to an appropriate state or federal court or agency which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within thirty (30) days of the issuance of the determination by the City.

(3) The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

8.5 Impossibility of Performance. The Company shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

SECTION 9. Default.

9.1 Each of the following shall constitute a material default by the Company:

A. Failure to make any payments to the City required to be made as set forth in this Agreement;

B. Failure to maintain a liability insurance policy that is not cured within thirty (30) days following written notice to the Company;

C. Failure to provide or furnish any information required under this Agreement to the City that is not cured within thirty (30) days following written notice to the Company;

D. Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice;

E. The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial sale of all or any material part of the System or the assets of the Company;

F. The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

G. If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

SECTION 10. Work in Rights-of-Way. Prior to any excavation within the Rights-of-way, the Company shall obtain a permit from the City pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-ways due to the Company's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City. Within 45 days after the City approves this Agreement and prior to the commencement of any work under this Agreement, the Company shall deliver to City a performance bond in the amount of \$50,000, payable to City to ensure the appropriate and timely performance of the Company to meet the Company's obligations under this Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Alabama, and reasonably satisfactory to City Attorney in form and substance. The Company shall be required to replenish any such bond within 30 days after the City draws down upon it.

SECTION 11. Insurance. The Company shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of \$5,000,000.00 per occurrence and \$10,000,000.00 general aggregate limit for bodily injury and property damage, satisfactory to the City. The City shall be named as an additional insured on the comprehensive general liability insurance policy, and the Company shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days' written notice of such cancellation to the City. In addition, the Company shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be provided with a certificate or certificates of such

coverage. In addition, the Company shall secure any and all other insurance as the Company, in its sole discretion, deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under State-agent immunity or any other immunity afforded municipalities under Alabama or Federal law.

SECTION 12. Indemnity and Hold Harmless. The Company agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and 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 or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Company, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of the Company's property or equipment 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 City. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Company 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.

SECTION 13. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular Right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Company. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 15. Other Obligations. Obtaining this Agreement does not relieve the Company of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Company is responsible for all work done in the Rights-of-way pursuant to this Agreement, regardless of who performs the work, but in no event will Company be required to pay twice for the same rights.

SECTION 16. Payment of Costs. The Company shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City and not by a third party.

SECTION 17. Priority of Use. This Agreement does not establish any priority for the use of the Rights-of-way by the Company or any present or future agreements or permit

holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between other agreement and permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 18. Notice. Every notice or response required by this Agreement to be served upon the City or the Company 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 the City shall be addressed as follows:

City of Daphne, Alabama
Post Office Box 400
Daphne, Alabama 36526

With a copy to: Adams and Reese LLP
 Attn: A. Patrick Dungan
 11 N Water St, Ste 23200
 Mobile, AL 36602

The notices or responses to the Company shall be addressed as follows:

Uniti Fiber GulfCo, LLC
ATTN: Kelly A. McGriff, Esq.
Vice President and Deputy General Counsel
Uniti Group Inc.
107 St. Francis Street, Suite 1800
Mobile, Alabama 36602

The City and the Company 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.

SECTION 19. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance and Agreement.

SECTION 20. Acceptance. The Company's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of all insurance certificates, applications, and performance of other requirements relating to commencement of construction as set forth in this Agreement.

SECTION 21. Assignment. The Company's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council, which shall not be

unreasonably withheld. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership.

SECTION 22. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 23. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 24. Governing Law. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

SECTION 25. Severability. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 26. Repealer. Any Ordinance heretofore adopted by the City Council of the City of Daphne, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 27. Publication, Effective Date and Acceptance. This Ordinance shall be published in accordance with Applicable Laws. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

With its acceptance, Company shall also deliver a certified or cashier's check, approved by the City, in the amount of Five Thousand Dollars (\$5,000.00) made payable to the City of Daphne, Alabama, as an acceptance fee and insurance certificates as required herein, that have not previously been delivered. The acceptance fee shall be deposited in an account of the City, and shall serve to recover expenses incurred by the City in the granting of this Ordinance. Said expenses shall include attorney's fees and consulting expenses incurred by the City.

[Signature Page to Follow]

ADOPTED AND APPROVED this _____ day of _____, 2024.

CITY OF DAPHNE, ALABAMA

BY: _____
Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

APPROVED AND ACCEPTED:

UNITI FIBER GULFCO, LLC

Name Printed _____

Title Printed: _____

Date: _____

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-25**

**Ordinance to Pre-Zone Property Located Southeast of the intersection of Milton Jones
Road and Alabama Highway 181
Bertolla Properties, LLC YOTA Properties, LLC, Frederick G. & Thomas Boni, and
Sharon and John Christopher Boni**

WHEREAS, Bertolla Properties, LLC YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni , as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property that is currently zoned by the County as RSF-E, Residential Single Family Estate, Residential Single Family and B-3 General Business, Baldwin County District 15, in the extraterritorial planning jurisdiction of the City of Daphne, be pre-zoned as PUD, Planned Unit Development, prior to annexation into the City of Daphne; and

WHEREAS, said real property is located Southeast of the intersection of Milton Jones Road and Alabama Highway 181, being more particularly described as follows:

Legal Description for Property to be Pre-Zoned:

PARCEL 1 DESCRIPTION:

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.73 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN NORTH 05 DEGREES 43 MINUTES 41 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 232.06 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 00 DEGREES 12 MINUTES 02 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 325.02 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 19 DEGREES 31 MINUTES 58 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 133.06 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 00 DEGREES 13 MINUTES 33 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 642.92 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 02 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 106.69 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 875.16 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 04 DEGREES 27 MINUTES 30 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 304.35 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE ALONG SAID EAST RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 9629.51 FEET, AN ARC LENGTH OF 88.46 FEET, (CHORD BEARS NORTH 01 DEGREES 51 MINUTES 58 SECONDS WEST, A DISTANCE OF 88.46 FEET); THENCE DEPARTING SAID EAST RIGHT-OF-WAY, RUN NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 72.33 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1018.00 FEET, AN ARC LENGTH OF 76.27 FEET, (CHORD BEARS SOUTH 88 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 76.26 FEET); THENCE RUN SOUTH 86 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 69.17 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 982.00 FEET, AN ARC LENGTH OF 73.58 FEET, (CHORD BEARS SOUTH 88 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 73.56 FEET); THENCE RUN NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 08 SECONDS EAST, A DISTANCE OF 505.24 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (SMITH-CLARK); THENCE RUN NORTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 793.10 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE); THENCE RUN NORTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, A DISTANCE OF 353.14 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS) ON THE SOUTH RIGHT-OF-WAY OF REBEL ROAD; THENCE

ALONG SAID SOUTH RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 363.27 FEET, AN ARC LENGTH OF 206.85 FEET, (CHORD BEARS SOUTH 71 DEGREES 27 MINUTES 42 SECONDS EAST, A DISTANCE OF 204.07 FEET) TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS); THENCE RUN SOUTH 87 DEGREES 46 MINUTES 29 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 129.87 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS); THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 1710.45 FEET, AN ARC LENGTH OF 185.00 FEET, (CHORD BEARS NORTH 88 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 184.91 FEET) TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS); THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1882.12 FEET, AN ARC LENGTH OF 135.42 FEET, (CHORD BEARS NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 135.39 FEET) TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS); THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, RUN SOUTH 00 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 625.89 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (10675); THENCE RUN NORTH 89 DEGREES 45 MINUTES 56 SECONDS EAST, A DISTANCE OF 397.33 FEET TO A THREE-QUARTER INCH CRIMP TOP IRON PIPE FOUND; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 15 SECONDS EAST, A DISTANCE OF 645.62 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL); THENCE RUN NORTH 89 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 148.35 FEET TO A THREE-QUARTER INCH CRIMP TOP IRON PIPE FOUND; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 05 SECONDS WEST, A DISTANCE OF 2278.21 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (HMR) ON THE NORTH LINE OF WATERFORD PHASE II SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDE 2320-A, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 440.18 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (HMR); THENCE RUN NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 51.36 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL); THENCE RUN SOUTH 89 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE); THENCE RUN SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 19.04 FEET; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 11 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 170.44 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (PREBLE-RISH) TO THE WEST LINE OF SAID WATERFORD PHASE II SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 352.91 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (HMR); THENCE RUN NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 20.09 FEET TO A ONE-HALF INCH REBAR FOUND (NO CAP); THENCE RUN SOUTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1344.98 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (HMR) ON THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 20.19 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 00 DEGREES 07 MINUTES 10 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 9.72 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 36 MINUTES 55 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 132.40 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE ALONG SAID NORTH RIGHT-OF-WAY AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 472.01 FEET, (CHORD BEARS NORTH 63 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 454.67 FEET) TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 36 DEGREES 13 MINUTES 13 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 189.66 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE ALONG SAID NORTH RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET, AN ARC LENGTH OF 524.56 FEET, (CHORD BEARS NORTH 57 DEGREES 42 MINUTES 39 SECONDS WEST, A DISTANCE OF 512.37 FEET) TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 40 DEGREES 24 MINUTES 07 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 69.42 FEET TO A FIVE-EIGHTHS INCH REBAR FOUND (NO CAP) ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN NORTH 00 DEGREES 05 MINUTES 56 SECONDS EAST, A DISTANCE OF 597.92 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 169.62 ACRES, MORE OR LESS.

PARCEL 2 DESCRIPTION

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE SOUTHWEST

CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.73 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 56 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 769.38 FEET TO A FIVE-EIGHTHS INCH REBAR (NO CAP) FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 47 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 474.78 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 23 DEGREES 39 MINUTES 46 SECONDS EAST, A DISTANCE OF 61.83 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 698.62 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 260.92 FEET, (CHORD BEARS NORTH 49 DEGREES 07 MINUTES 14 SECONDS WEST, A DISTANCE OF 258.72 FEET) TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 36 DEGREES 13 MINUTES 13 SECONDS WEST, A DISTANCE OF 189.65 FEET TO A FIVE-EIGHTHS INCH REBAR FOUND (DEWBERRY); THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 450.09 FEET, (CHORD BEARS NORTH 57 DEGREES 02 MINUTES 23 SECONDS WEST, A DISTANCE OF 440.27 FEET) TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 50 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 57.95 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.59 ACRES, MORE OR LESS.

WHEREAS, at the regular Planning Commission meeting on May 23, 2024, the Commission considered said request and voted to set forth a favorable recommendation to the City Council to pre-zone the property PUD, Planned Unit Development; and,

WHEREAS, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on July 15, 2024; and,

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

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

SECTION I: ZONING

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

Until such time as the property is annexed into the City of Daphne, the property shall remain in the unincorporated area of Baldwin County and zoned in accordance with the Baldwin County Commission's zoning plan. The County's zoning for the property at the time the request for pre-zoning was submitted was as RSF-E, Residential Single Family Estate, Residential Single Family and B-3 General Business, Baldwin County District 15, Exterritorial Planning Jurisdiction.

SECTION II: REPEALER.

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

SECTION III: SEVERABILITY.

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

SECTION IV: EFFECTIVE AND EXPIRATION DATE.

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS _____ day of _____, 2024.**

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-26**

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

**Property Located Southeast of the intersection of Milton Jones Road and Alabama
Highway 181
Bertolla Properties, LLC YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon
and John Christopher Boni**

WHEREAS, on the 28th day of February, 2024, the Bertolla Properties, LLC YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni, being the owner of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the “City”); and

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

WHEREAS, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on May 23, 2024, and the Commission set forth a favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and

WHEREAS, after proper publication, a public hearing was held by the City Council on July 15, 2024, concerning the petition for annexation.

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

SECTION ONE: ANNEXATION

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

SECTION TWO: ZONING

At the _____, regularly scheduled City Council meeting, Ordinance 2024-__ was adopted pre-zoning the said property as PUD, Planned Unit Development, with the apportionment of said zoning districts to the subject property described therein.

SECTION THREE: DESCRIPTION OF TERRITORY

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

Legal Description for Annexation:

PARCEL 1 DESCRIPTION:

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.73 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN NORTH 05 DEGREES 43 MINUTES 41 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 232.06 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 00 DEGREES 12 MINUTES 02 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 325.02 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 19 DEGREES 31 MINUTES 58 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 133.06 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 00 DEGREES 13 MINUTES 33 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 642.92 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 02 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 106.69 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 875.16 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN NORTH 04 DEGREES 27 MINUTES 30 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 304.35 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE ALONG SAID EAST RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 9629.51 FEET, AN ARC LENGTH OF 88.46 FEET, (CHORD BEARS NORTH 01 DEGREES 51 MINUTES 58 SECONDS WEST, A DISTANCE OF 88.46 FEET); THENCE DEPARTING SAID EAST RIGHT-OF-WAY, RUN NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 72.33 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1018.00 FEET, AN ARC LENGTH OF 76.27 FEET, (CHORD BEARS SOUTH 88 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 76.26 FEET); THENCE RUN SOUTH 86 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 69.17 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 982.00 FEET, AN ARC LENGTH OF 73.58 FEET, (CHORD BEARS SOUTH 88 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 73.56 FEET); THENCE RUN NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 08 SECONDS EAST, A DISTANCE OF 505.24 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (SMITH-CLARK); THENCE RUN NORTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 793.10 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE); THENCE RUN NORTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, A DISTANCE OF 353.14 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS) ON THE SOUTH RIGHT-OF-WAY OF REBEL ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 363.27 FEET, AN ARC LENGTH OF 206.85 FEET, (CHORD BEARS SOUTH 71 DEGREES 27 MINUTES 42 SECONDS EAST, A DISTANCE OF 204.07 FEET) TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS); THENCE RUN SOUTH 87 DEGREES 46 MINUTES 29 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 129.87 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS); THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 1710.45 FEET, AN ARC LENGTH OF 185.00 FEET, (CHORD BEARS NORTH 88 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 184.91 FEET) TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS); THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1882.12 FEET, AN ARC LENGTH OF 135.42 FEET, (CHORD BEARS NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 135.39 FEET) TO A ONE-HALF INCH CAPPED REBAR FOUND (CA1067LS); THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, RUN SOUTH 00 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 625.89 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (10675); THENCE RUN NORTH 89 DEGREES 45 MINUTES 56 SECONDS EAST, A DISTANCE OF 397.33 FEET TO A THREE-QUARTER INCH CRIMP TOP IRON PIPE FOUND; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 15 SECONDS EAST, A DISTANCE OF 645.62 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL); THENCE RUN NORTH 89 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 148.35 FEET TO A THREE-

QUARTER INCH CRIMP TOP IRON PIPE FOUND; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 05 SECONDS WEST, A DISTANCE OF 2278.21 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (HMR) ON THE NORTH LINE OF WATERFORD PHASE II SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDE 2320-A, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 440.18 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (HMR); THENCE RUN NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 51.36 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL); THENCE RUN SOUTH 89 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE); THENCE RUN SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 19.04 FEET; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 11 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 170.44 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (PREBLE-RISH) TO THE WEST LINE OF SAID WATERFORD PHASE II SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 352.91 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (HMR); THENCE RUN NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 20.09 FEET TO A ONE-HALF INCH REBAR FOUND (NO CAP); THENCE RUN SOUTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1344.98 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (HMR) ON THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 20.19 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 00 DEGREES 07 MINUTES 10 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 9.72 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 36 MINUTES 55 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 132.40 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE ALONG SAID NORTH RIGHT-OF-WAY AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 472.01 FEET, (CHORD BEARS NORTH 63 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 454.67 FEET) TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 36 DEGREES 13 MINUTES 13 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 189.66 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE ALONG SAID NORTH RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET, AN ARC LENGTH OF 524.56 FEET, (CHORD BEARS NORTH 57 DEGREES 42 MINUTES 39 SECONDS WEST, A DISTANCE OF 512.37 FEET) TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 40 DEGREES 24 MINUTES 07 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 69.42 FEET TO A FIVE-EIGHTHS INCH REBAR FOUND (NO CAP) ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN NORTH 00 DEGREES 05 MINUTES 56 SECONDS EAST, A DISTANCE OF 597.92 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 169.62 ACRES, MORE OR LESS.

PARCEL 2 DESCRIPTION

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.73 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 56 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 769.38 FEET TO A FIVE-EIGHTHS INCH REBAR (NO CAP) FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 47 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 474.78 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 23 DEGREES 39 MINUTES 46 SECONDS EAST, A DISTANCE OF 61.83 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 698.62 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 260.92 FEET, (CHORD BEARS NORTH 49 DEGREES 07 MINUTES 14 SECONDS WEST, A DISTANCE OF 258.72 FEET) TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 36 DEGREES 13 MINUTES 13

SECONDS WEST, A DISTANCE OF 189.65 FEET TO A FIVE-EIGHTHS INCH REBAR FOUND (DEWBERRY); THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 450.09 FEET, (CHORD BEARS NORTH 57 DEGREES 02 MINUTES 23 SECONDS WEST, A DISTANCE OF 440.27 FEET) TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 50 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 57.95 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.59 ACRES, MORE OR LESS.

SECTION FOUR: MAP OF PROPERTY

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

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

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

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE ____ DAY OF _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-27**

**Ordinance to Pre-Zone Property Located North of the intersection of
County Road 64 and Montelucia Way
68V Baldwin Land Holdings, LLC**

WHEREAS 68V Baldwin Land Holdings, LLC, as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property that is currently unzoned by Baldwin County District 15, in the extraterritorial planning jurisdiction of the City of Daphne, be pre-zoned as R-6(G), Garden or Patio Home, prior to annexation into the City of Daphne; and

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

Legal Description for Property to be Pre-Zoned:

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS EAST, A DISTANCE OF 1320.22 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 23 MINUTES 24 SECONDS EAST, A DISTANCE OF 660.28 FEET TO A ONE AND ONE-HALF INCH OPEN TOP IRON PIPE FOUND; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 40 SECONDS EAST, A DISTANCE OF 995.86 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 00 DEGREES 42 MINUTES 39 SECONDS EAST, A DISTANCE OF 663.41 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, A DISTANCE OF 316.88 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 1327.87 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN NORTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, A DISTANCE OF 1320.60 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 24.93 ACRES, MORE OR LESS.

WHEREAS, at the regular Planning Commission meeting on May 23, 2024, the Commission considered said request and voted to set forth a unanimously favorable recommendation to the City Council to pre-zone the property R-6(G) Garden or Patio Home; and,

WHEREAS, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on July 15, 2024; and,

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

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

SECTION I: ZONING

That above described real property is hereby pre-zoned R-6(G), Garden or Patio Home, City of Daphne. Upon annexation of the property prior to the expiration of the pre-zoning as set forth in Section IV, the property shall be assigned the zoning district in accordance with the pre-zoning and the zoning ordinance and zoning map shall be amended to reflect said zoning. Should annexation not occur prior to the expiration of this pre-zoning as set forth in Section IV, this pre-zoning shall have no effect and the designation of a zoning district for the property shall be set forth in the annexation ordinance.

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

SECTION II: REPEALER.

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

SECTION III: SEVERABILITY.

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

SECTION IV: EFFECTIVE AND EXPIRATION DATE.

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS _____ day of _____, 2024.**

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

LEGAL DESCRIPTION
PID 05-43-01-12-0-000-023.000

EXHIBIT "A"

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS EAST, A DISTANCE OF 1320.22 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 23 MINUTES 24 SECONDS EAST, A DISTANCE OF 660.28 FEET TO A ONE AND ONE-HALF INCH OPEN TOP IRON PIPE FOUND; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 40 SECONDS EAST, A DISTANCE OF 995.86 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 00 DEGREES 42 MINUTES 39 SECONDS EAST, A DISTANCE OF 663.41 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, A DISTANCE OF 316.88 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 1327.87 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN NORTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, A DISTANCE OF 1320.60 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 24.93 ACRES, MORE OR LESS.

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-28**

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

**Property Located North of the intersection of
County Road 64 and Montelucia Way
68V Baldwin Land Holdings, LLC**

WHEREAS, on the 16th day of April, 2024, 68V Baldwin Land Holdings, LLC being the owner of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the “City”); and

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

WHEREAS, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on May 23, 2024, and the Commission set forth a unanimously favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and

WHEREAS, after proper publication, a public hearing was held by the City Council on July 15, 2024, concerning the petition for annexation.

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

SECTION ONE: ANNEXATION

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

SECTION TWO: ZONING

At the _____, regularly scheduled City Council meeting, Ordinance 2024-__ was adopted pre-zoning the said property as R-6(G), Garden or Patio Home, with the apportionment of said zoning districts to the subject property described therein.

SECTION THREE: DESCRIPTION OF TERRITORY

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

Legal Description for Annexation:

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS EAST, A DISTANCE OF 1320.22 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 23 MINUTES 24 SECONDS EAST, A DISTANCE OF 660.28 FEET TO A ONE AND ONE-HALF INCH OPEN TOP IRON PIPE FOUND; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 40 SECONDS EAST, A DISTANCE OF 995.86 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN NORTH 00 DEGREES 42 MINUTES 39 SECONDS EAST, A DISTANCE OF 663.41 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, A DISTANCE OF 316.88 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 1327.87 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN NORTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, A DISTANCE OF 1320.60 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 24.93 ACRES, MORE OR LESS.

SECTION FOUR: MAP OF PROPERTY

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

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

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

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE ____ DAY OF _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

IRON GATE
A Planned Unit Development
Bertolla Properties, LLC
Legal Description

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 33 MINUTES 35 SECONDS EAST, A DISTANCE OF 108.50 FEET POINT ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 336.46 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 08 SECONDS EAST, A DISTANCE OF 535.24 FEET; THENCE RUN NORTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 793.10 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, A DISTANCE OF 353.14 FEET TO A POINT ON THE SOUTH MARGIN OF REBEL ROAD; THENCE RUN ALONG SAID SOUTH MARGIN, THE FOLLOWING DESCRIBED COURSES:

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 363.27 FEET, AN ARC LENGTH OF 206.85 FEET, (CHORD BEARS SOUTH 71 DEGREES 27 MINUTES 42 SECONDS EAST, A DISTANCE OF 204.07 FEET);

SOUTH 87 DEGREES 46 MINUTES 29 SECONDS EAST, A DISTANCE OF 129.87 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1710.45 FEET, AN ARC LENGTH OF 185.00 FEET, (CHORD BEARS NORTH 88 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 184.91 FEET);

THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1882.12 FEET, AN ARC LENGTH OF 135.42 FEET, (CHORD BEARS NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 135.39 FEET);

THENCE DEPARTING SAID SOUTH MARGIN OF REBEL ROAD, RUN SOUTH 00 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 625.89 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 56 SECONDS EAST, A DISTANCE OF 397.33 FEET; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 15 SECONDS EAST, A DISTANCE OF 645.62 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 148.35 FEET; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 05 SECONDS WEST, A DISTANCE OF 2278.21 FEET TO A POINT ON THE NORTH LINE OF WATERFORD PHASE II, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2320-A BALDWIN COUNTY PROBATE RECORDS; THENCE ALONG THE NORTH AND WEST LINE OF SAID WATERFORD PHASE II, THE FOLLOWING DESCRIBED COURSES:

SOUTH 89 DEGREES 17 MINUTES 12 SECONDS WEST, A DISTANCE OF 440.18 FEET;

NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 51.36 FEET;

SOUTH 89 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET;

SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 19.04 FEET;

SOUTH 89 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.44 FEET;

SOUTH 00 DEGREES 00 MINUTES 06 SECONDS EAST, A DISTANCE OF 352.91 FEET;

NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 20.03 FEET;

SOUTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 1344.98 FEET TO A POINT ON THE NORTH MARGIN OF AUSTIN ROAD;

THENCE RUN SOUTH 89 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 20.19 FEET; THENCE DEPARTING SAID NORTH MARGIN, RUN NORTH 00 DEGREES 07 MINUTES 10 SECONDS EAST, A DISTANCE OF 1304.86 FEET; THENCE RUN SOUTH 89 DEGREES 17

MINUTES 10 SECONDS WEST, A DISTANCE OF 1130.48 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181; THENCE RUN ALONG SAID EAST MARGIN THE FOLLOWING DESCRIBED COURSES:

NORTH 05 DEGREES 43 MINUTES 41 SECONDS WEST, A DISTANCE OF 232.06 FEET;
NORTH 00 DEGREES 12 MINUTES 02 SECONDS EAST, A DISTANCE OF 325.02 FEET;
NORTH 19 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 133.06 FEET;
NORTH 00 DEGREES 13 MINUTES 33 SECONDS EAST, A DISTANCE OF 642.92 FEET;
NORTH 02 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 106.69 FEET;
NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 875.16 FEET;
NORTH 04 DEGREES 27 MINUTES 30 SECONDS WEST, A DISTANCE OF 304.35 FEET;
THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9629.51 FEET, AN ARC
LENGTH OF 47.66 FEET, (CHORD BEARS NORTH 01 DEGREES 44 MINUTES 56 SECONDS
WEST, A DISTANCE OF 47.66 FEET) TO THE POINT OF BEGINNING.

TRACT CONTAINS 143.18 ACRES, MORE OR LESS.