

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, December 16, 2024 at 6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

INVOCATION Pastor Wesley Jenkins, Destiny Church
PLEDGE OF ALLEGIANCE

PROMOTIONS: Deputy Fire Marshal Cornel Onisa
Lieutenant Michael Purvis
Apparatus Engineer Jamison Kenny
Apparatus Engineer Tyler Harrison

PUBLIC HEARING: Official City of Daphne Zoning Map Update

PUBLIC HEARING: Bayside Academy, Inc Pre-Zoning Amendment located Southeast of Friendship Road and County Road 64.

PUBLIC HEARING: Bayside Academy, Inc. Annexation Petition located Southeast of Friendship Road and County Road 64.

PUBLIC HEARING: Bertolla Properties, LLC, YOTA Properties, LLC, Frederick G. & Thomas Boni and Sharon and John Christopher Boni Annexation Petition locate Southeast of the intersection of Milton Jones Road and Alabama Highway 181.

PUBLIC HEARING: Bertolla Properties, LLC Pre-Zoning Amendment located Southeast of the intersection of Austin Road and Alabama Highway 181.

PUBLIC HEARING: Bertolla Properties, LLC Annexation Petition located Southeast of the intersection of Austin Road and Alabama Highway 181.

PUBLIC HEARING: Bertolla Properties, LLC Vacation of Right-of-Way located East of the intersection on Austin Road and Alabama Highway 181.

3. APPROVE MINUTES: December 2, 2024 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Phillips

B. BUILDINGS & PROPERTY COMMITTEE – Goodlin

Review the minutes from the November 12th meeting and the November 2024 new Construction and Building Reports.

Certificates of Occupancy: 12 Permits Issues: 142 New Residential Home Permits: 6

Total Fees: \$58,210

MOTION to authorize the Mayor to execute the Main Street Utility Relocation Project State-Sub-recipient Disaster Assistance Agreement.

City Council Agenda – December 16, 2024

C. PUBLIC SAFETY COMMITTEE – Hughes

MOTION to authorize the Mayor to execute an agreement with Safe Haven Baby Box, Inc. for placement of baby box at Fire Station 5.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Olen

E. PUBLIC WORKS COMMITTEE – Conaway

MOTION to authorize the Mayor to sign the contract with ADCNR for the LUDO ADCNR Grant# DAPHNE-CZM-306-25-1 in the amount of \$50,000

MOTION to authorize the Mayor to execute the Construction Agreement for TAPP Grant - TAPAA-TA25(927) 100079677 for sidewalks along portions of Park Dr and Pollard Rd.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones

B. DAPHNE PUBLIC SCHOOL COMMISSION – Conaway

C. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway Review the minutes from the September meeting.

D. INDUSTRIAL DEVELOPMENT BOARD – Scott

E. LIBRARY BOARD – Goodlin

F. PLANNING COMMISSION – Olen

G. RECREATION BOARD – Hughes

H. UTILITY BOARD – Coleman Review the minutes from the October 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 to Agincourt Industries LLC dba Maple Street Biscuit Company located at 6869 US Highway 90, Daphne, Alabama.

11. RESOLUTIONS:

2024 – 56 – Appropriation for Compliance and Classification and Compensation Plan - \$329,959

2024 – 57 – Resolution to Vacate a Closed Portion of Austin Road Right of Way

City Council Agenda – December 16, 2024

12. 2nd READ ORDINANCES:

2024 – 39 – An Ordinance Adopting Classification and Compensation Plan

2024 – 40 - Ordinance Granting Non-Exclusive Authorization to Baldwin County Sewer Service, LLC for the Purpose of Constructing and Maintaining a Sanitary Sewer System within Certain Public Rights-of-Way within the City of Daphne, Alabama

13. 1st READ ORDINANCES:

2024 – 41 – Ordinance to Adjust Speed Limits and to Post Speed Limit Signs

2024 – 42 – Zoning District Map

2024 – 43 – Ordinance to Pre-Zone Property Located Southeast of Friendship Road and County Road 64 – Bayside Academy, Inc.

2024 – 44 – Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne – Property Located Southeast of Friendship Road and County Road 64 – Bayside Academy, Inc.

2024 – 45 – 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 – 46 – Ordinance to Pre-Zone Property Located Southeast of the Intersection of Austin Road and Alabama Highway 181 – Bertolla Properties, LLC

2024 – 47 – Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne – Property Located Southeast of the Intersection of Austin Road and Alabama Highway 181 – Bertolla Properties, LLC

14. COUNCIL COMMENTS

15. ADJOURN

COMMUNITY DEVELOPMENT INTERNAL MEMORANDUM



DATE: October 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Official City of Daphne Zoning Map Update

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

At the October 25, 2024 regular meeting of the City of Daphne Planning Commission, seven members were present. The motion carried unanimously to set forth a favorable recommendation to approve the Official City of Daphne Zoning Map (codifications were approved between May 1 through October 31, 2024).

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

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

Thank you,
ADJ/jv

Attachment(s)

cc: file

OFFICIAL ZONING MAP AMENDMENT

Background:

This map update includes amendments which have resulted from annexation, pre-zoning and rezoning that were been approved by the City Council between the months of May and October 2024.

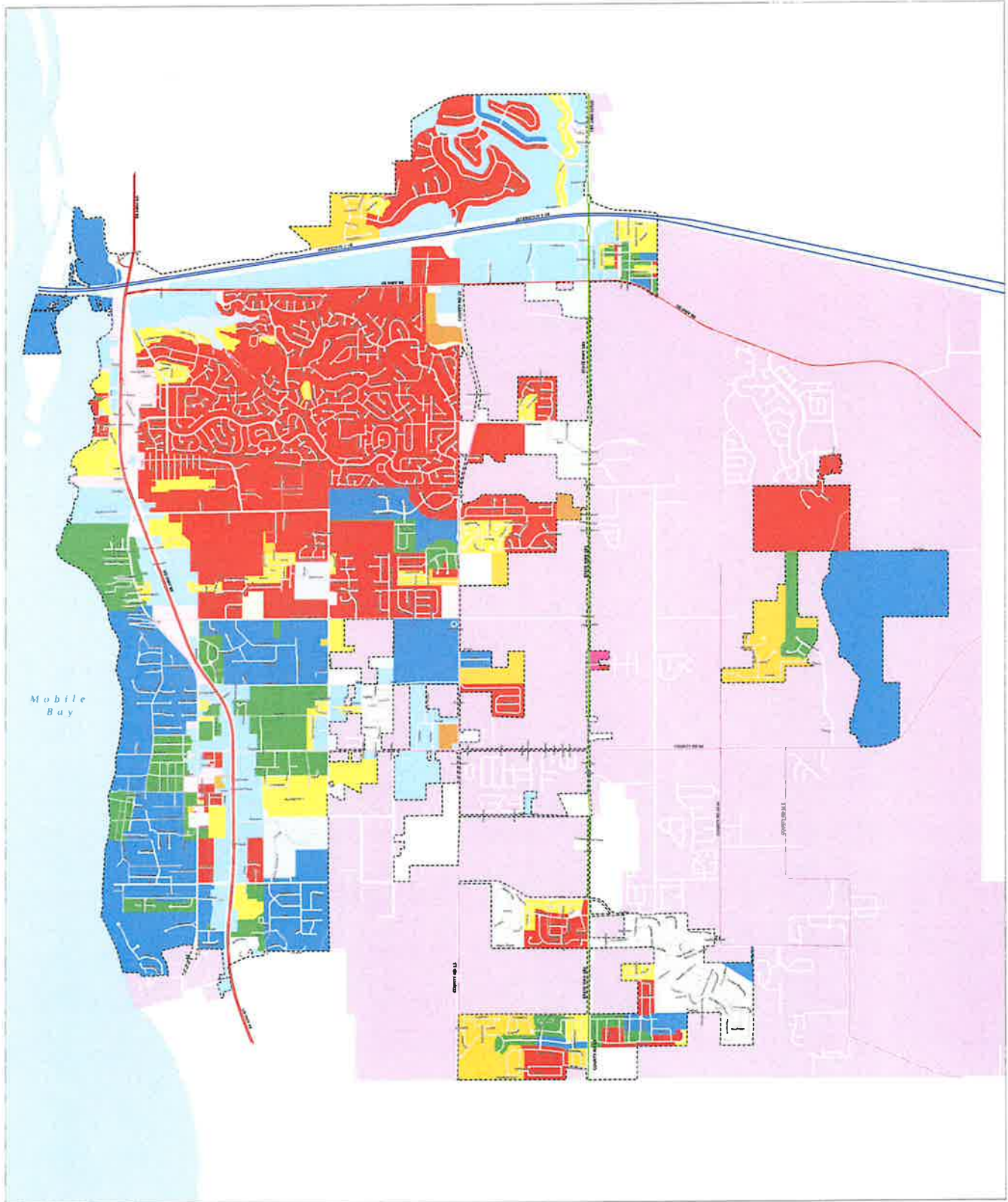
Staff Recommendation:

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

Planning Commission Recommendation:

On October 24, 2024, the Planning Commission unanimously voted to set forth a favorable recommendation to Council to amend the Official Zoning Map.

Annexation by Council Action	Council Approval Date	Council Action Ordinance #		Property Size (Acres)
Estate of Georgianne Simms	5/20/24	2024-09		0.75
Malbis Plantation, Inc	6/03/24	2024-15		28
68V, Boni, Boni Estate	6/17/24	2024-20		134.31
68V Baldwin Land Holdings, Inc	8/05/24	2024-28		24.93
				Sum=187.99
Prezoning	Council Approval Date	Ordinance #	Zoning Classification	Property Size (Acres)
Estate of Georgianne Simms	5/20/24	2024-08	B-2(A)	0.75
Malbis Plantation, Inc	6/03/24	2024-14	B-2(A)	28
68V, Boni, Boni Estate	6/17/24	2024-19	PUD	134.31
68V Baldwin Land Holdings, Inc	8/05/24	2024-27	R-6(G)	24.93
Bertolla, YOTA, Boni, Boni	8/19/24	2024-25	PUD	175.21
				363.2
Rezoning Petitions	Council Approval Date	Ordinance #	Old/New Zoning Classification	Property Size (Acres)
John Tolbert	8/19/24	2024-30	B-2/R-2	0.35



Map uses a survey resolution of 100 feet and is not intended to be used for legal purposes. The City of Daphne is not responsible for any errors or omissions on this map. The City of Daphne is not responsible for any errors or omissions on this map. The City of Daphne is not responsible for any errors or omissions on this map.

Zoning as of 10/1/2024

- Residential Single-Family (RS) - Residential Medium-Density (RM) - Residential Single-Family Detached (RSD) - Residential Medium-Density Detached (RMD) - Residential Single-Family Attached (RSA) - Residential Medium-Density Attached (RMA) - Residential Single-Family Detached (RSD) - Residential Medium-Density Detached (RMD) - Residential Single-Family Attached (RSA) - Residential Medium-Density Attached (RMA)	- Commercial General (CG) - Commercial Medium-Density (CM) - Commercial Single-Family (CS) - Commercial Medium-Density Detached (CMD) - Commercial Single-Family Attached (CSA) - Commercial Medium-Density Attached (CMA) - Commercial Single-Family Detached (CSD) - Commercial Medium-Density Detached (CMD) - Commercial Single-Family Attached (CSA) - Commercial Medium-Density Attached (CMA)
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**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: October 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Bayside Academy, Inc. Pre-Zoning Amendment

PRESENT ZONING: RSF-2, Single Family Residential, and B-1, Professional Business, Baldwin County District 15

PROPOSED PRE-ZONING: C-2, Outdoor Amusement

LOCATION: Southeast of Friendship Road and County Road 64

RECOMMENDATION: At the October 24, 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.

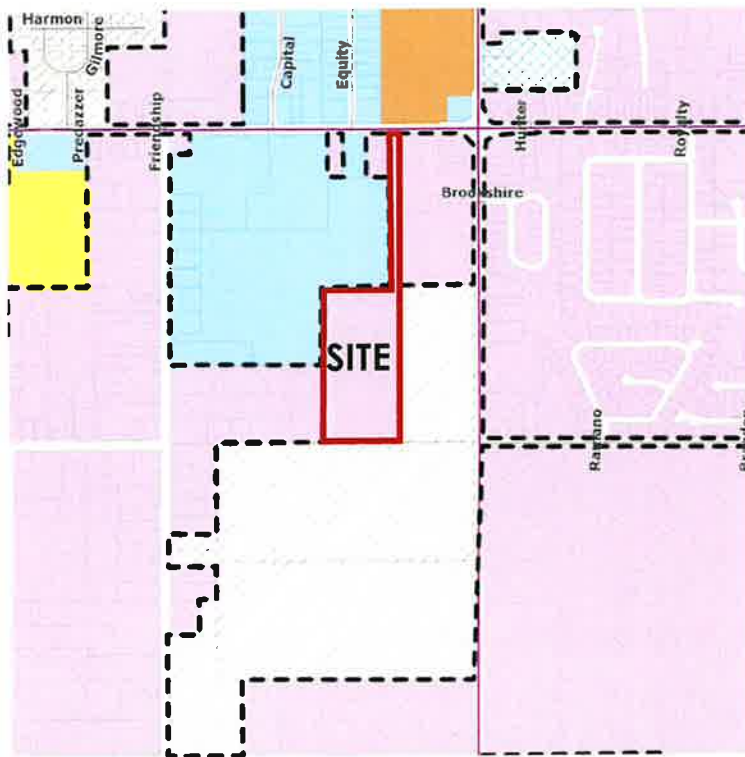
Attached please find the appropriate documentation and action of the Daphne Planning Commission.

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. Zoning Exhibit (Exhibit C)
6. Adjacent Property Owners List

BAYSIDE ACADEMY, INC. PREZONING PETITION



BAYSIDE ACADEMY, INC.

Prezoning Amendment

Zoning Classification:

RSF-2, Residential Single Family and B-1, Professional Business, District in Baldwin County District 15 Planning Area

Surrounding Zonings/Uses:

- **North**-B-2, General Business/undeveloped
- **South** and **East**- Rowan Oak PUD/undeveloped
- **West**- B-2, General Business and RSF-2, Residential Single Family Residential/residence

Existing Utility Service

Providers: Daphne Utilities, Riviera Utilities, AT&T , Belforest Water

Affected City Service Providers:

Fire Station 3, Police Beat 3

Staff Recommendation to PC:

Favorable

Proposed Zoning:

C-2, Outdoor Amusement

Development Concept:

Sports Complex

Council District: 4

Existing Conditions:

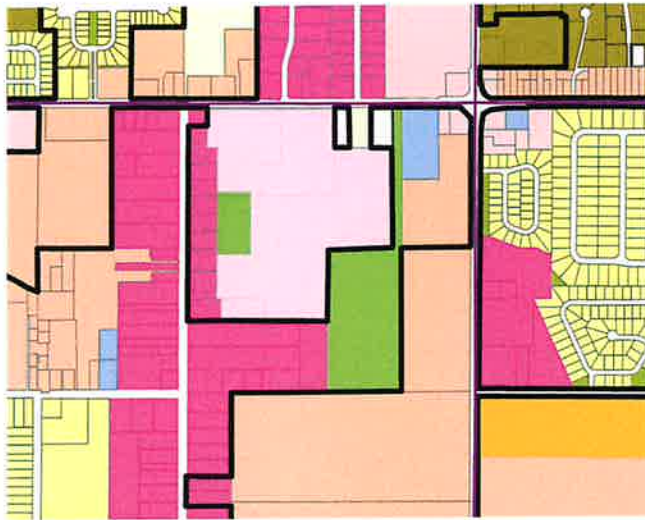
22.93 acres

Planning Commission

Recommendation Favorable

PROPOSAL:

The applicant proposes to prezone the subject property to C-2, Outdoor Amusement, in order to expand the existing educational sports venue. The Envision Daphne 2042 Comprehensive Plan designates these parcels as Parks and Recreation. A sports complex would be consistent with this placetype. Therefore staff recommends that the Planning Commission set forth a favorable recommendation to prezone the site as requested.



MIXED-USE

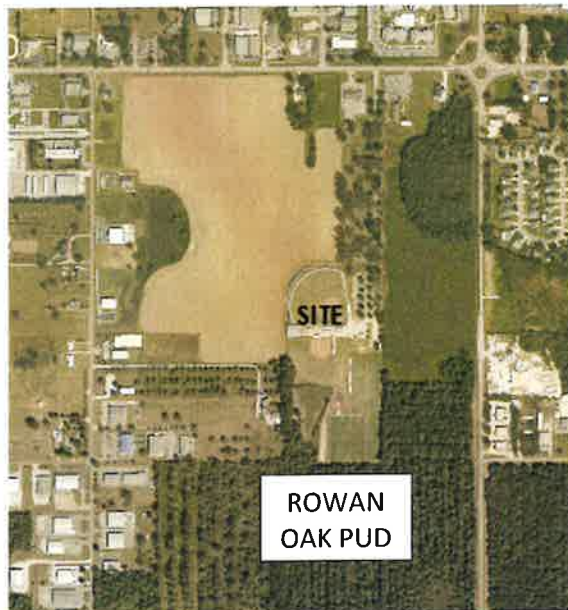
-  Mixed-Use Corridor
-  Traditional Neighborhood Development
-  Olde Towne Core

SPECIAL AREAS

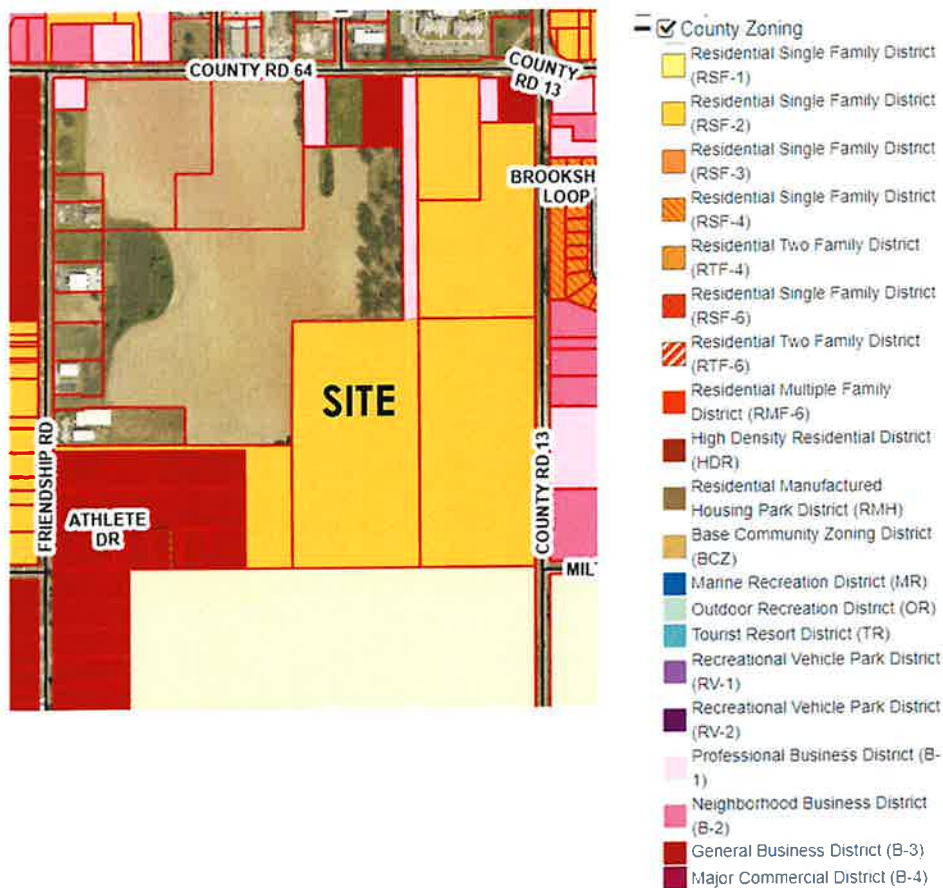
-  Civic and Institutional
-  Parks and Recreation
-  Natural Areas and Open Space

EMPLOYMENT CENTERS

-  Employment - Business Park
-  Employment - Industrial/Service Commercial



Excerpt from County's Online map



APPLICATION & SUPPLEMENTAL INFORMATION



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Application Number:

ZA- or PZA-24-08

Date Submitted Sept. 24, 2024

Planning Commission Public

Hearing Date: Oct. 24, 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): 242500

8850 CO RD 64

Gross Site Area (acreage): 22.93

Requested Zoning or Pre-Zoning: C-2

Current Zoning Designation(s):

County RSF-2 & B1

Amended Request:

Initials:

Date:

Current Land Use: Sports Complex

Anticipated Land Use: Sports Complex

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

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: Bayside Academy Inc.

sphillipps@bayside

Mailing Address: 303 Dryer Ave. Daphne, AL 36526

Phone/Fax: academy.org
E-mail:

Name of Authorized Agent: JADE Consulting, LLC

251-928-3443

Mailing Address: 208 N. Greeno Rd., Ste. C, Fairhope, AL 36532

Phone/Fax: sruth@jadengineers.com
E-mail:

Name of Developer*: Bayside Academy Inc.

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:

Date 8/23/24

Agent's Signature:

Date 9/19/24

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.**

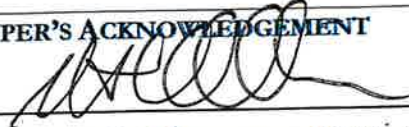
CURRENT OWNER'S ACKNOWLEDGEMENT

I, , 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: 9/4/24

Dr. Scott Phillipps

PRINTED NAME OF CURRENT OWNER/PETITIONER

DEVELOPER'S ACKNOWLEDGEMENT

I, , 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: 9/4/24

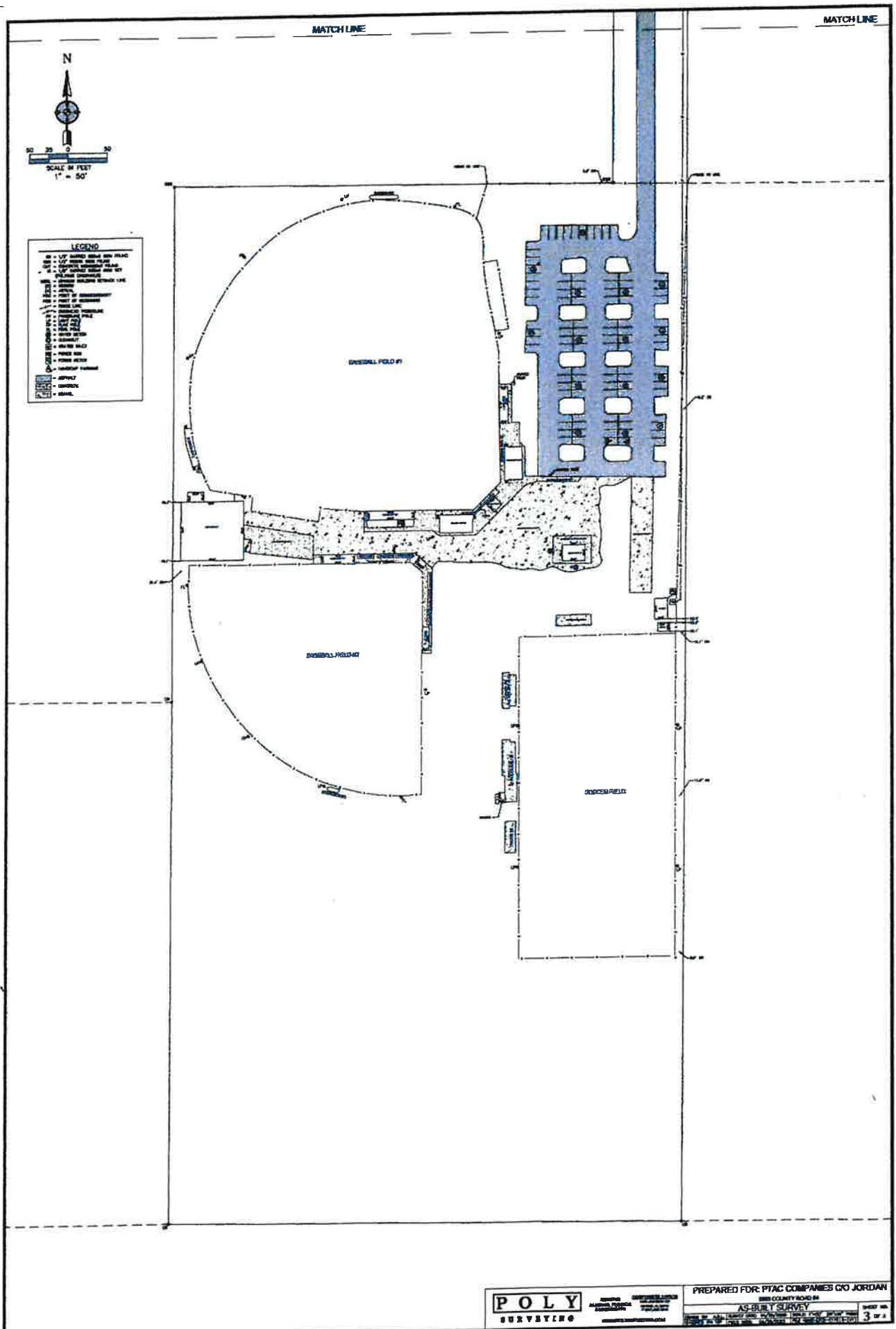
Dr. Scott Phillipps

PRINTED NAME OF DEVELOPER

PROPERTY ADDRESS OR PPIN#(s): 242500

Exhibit A – Legal

COMMENCING AT A CRIMP TOP IRON PIPE FOUND AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANCE 2 EAST, THENCE RUN $N89^{\circ}37'55''W$, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 661.54 FEET TO THE POINT OF BEGINNING; THENCE RUN $N89^{\circ}37'20''W$, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 95 FEET TO A POINT; THENCE RUN $S0^{\circ}16'28''W$ FOR A DISTANCE OF 1288.02 FEET TO A POINT; THENCE RUN $N89^{\circ}31'41''W$ FOR A DISTANCE OF 566.08 FEET TO A POINT; THENCE RUN $S89^{\circ}22'21''E$ FOR A DISTANCE OF 659.46 FEET TO A POINT; THENCE RUN $N0^{\circ}16'21''E$ FOR A DISTANCE OF 2616.38 FEET TO THE POINT OF BEGINNING; CONTAINING 22.93 ACRES MORE OR LESS



POLY
SURVEYING

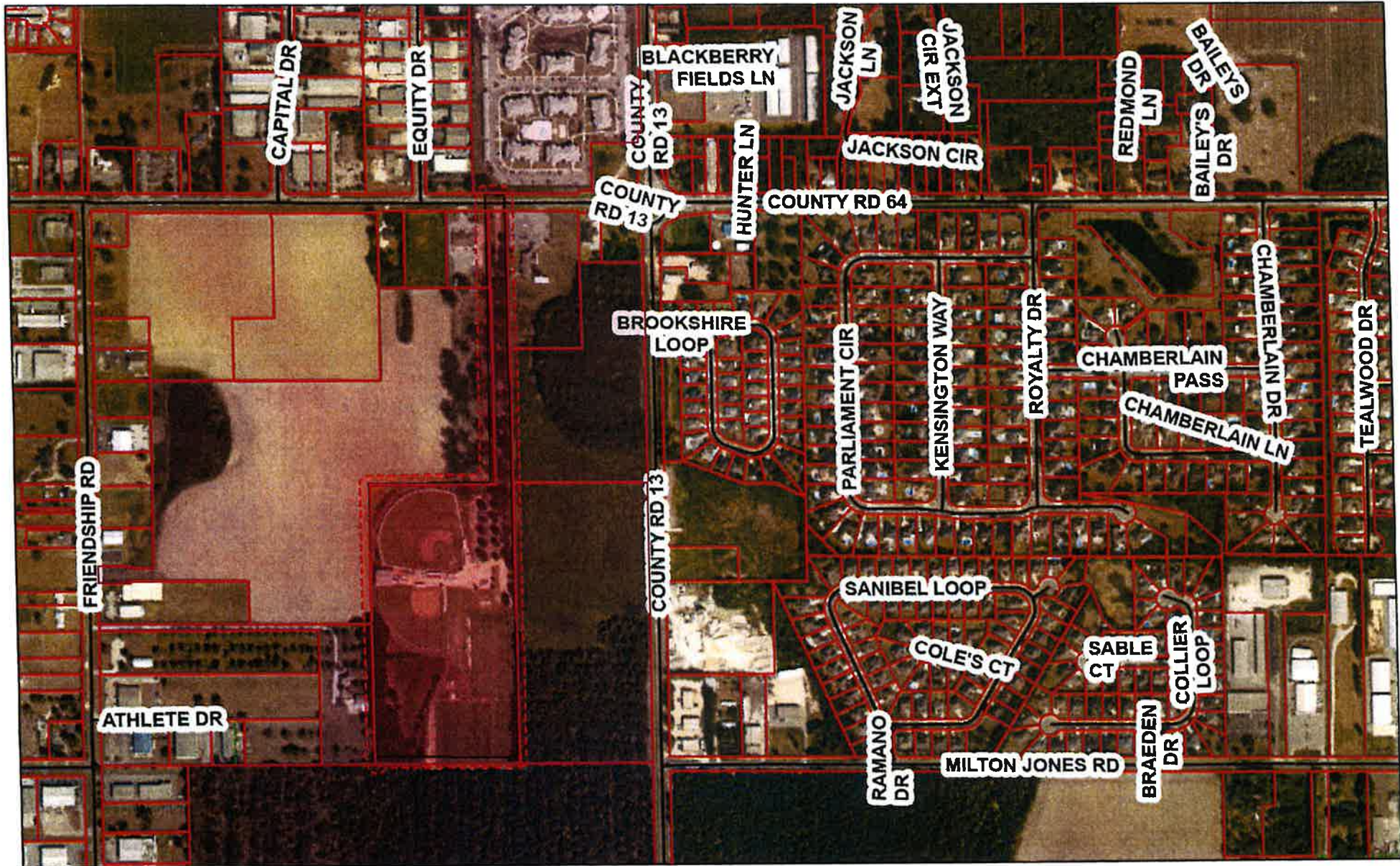
PREPARED FOR: PTAC COMPANIES CO JORDAN
SHE COUNTY ROAD 24
AS-BUILT SURVEY
SHEET NO. 3 OF 4

Parcel ID: 242500

Parcel Number: 05-43-05-21-0-000
PIN: 242500
Owner Name: BAYSIDE ACADEMY IN
Address: 303 DRYER AVE
City: DAPHNE
State: AL
Zip: 36526
[More Details](#)
[Homestead & Assessment Application](#)

[Zoom to](#)

Viewer Map



August 16, 2024

polygonLayer

Override 1

polygonLayer

Override 1

polygonLayer

Override 1

Parcels

Centerlines

Coastal Control Line

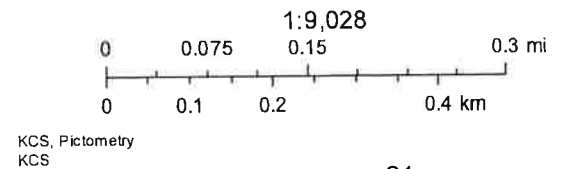
Lot Lines



Conflicts



County Boundary



Adjacent Property Owners List

Bayside

Parcel Number	Pin	Owner Name	Address	City	State	Zip
05-43-05-21-0-000-001.004	241310	ASCENSION LUTHERAN CHURCH	8888 CO RD 64	DAPHNE	AL	36526
05-43-05-21-0-000-003.002	242500	BAYSIDE ACADEMY INC	303 DRYER AVE	DAPHNE	AL	36526
05-43-05-21-0-000-003.000	10505					
05-43-05-16-0-000-021.000	34571	BELFOREST APARTMENTS L L C	PO BOX 1667	SHREVEPORT	LA	71165
05-43-05-21-0-000-001.002	3724	BONI, LOUIS JR & SHARON O	1365 ORCHARD AVE	NEW KENSINGTON	PA	15068
05-43-05-21-0-000-001.015	256846					
05-43-05-21-0-000-001.005	241311	BONI, SHARON O ETAL BONI, JOHN CHRISTOPH AND ER (1/2 INT) ETAL THELMA MARIE AS PERS R AND EP OF FREDERICK G BONI SR (1/2 INT)	25170 CO RD 13	DAPHNE	AL	36526
05-43-05-21-0-000-003.003	300200	CIS AGENCY INCORPORATED	950 BROAD ST S	MOBILE	AL	36603
05-43-05-21-0-000-047.000	43199	EAGLESON, ALFRED NOEL ETAL EAGLESON, DON AND NA CUNNINGHAM AS CO TRUSTEES OF THE ALRE AND D NOEL EAGLESON AND DONNA CUNNINGHAM EAG AND LESON JOINT REVOCABLE TRUST AGREEMENT DA AND TED DECEMBER 2, 2021	25604 FRIENDSHIP RD	DAPHNE	AL	36526
Engineer		JADE Consulting	208 N. Greeno Rd, Ste. C	Fairhope	AL	36532

COMMUNITY DEVELOPMENT



October 11, 2024

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Bayside Academy, Inc. containing 22.93 acres +/- located southeast of Friendship Road and County Road 64 to be pre-zoned to C-2, Outdoor Amusement. 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, October 16, 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, October 24, 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

Bayside Academy, Inc. Pre-Zoning Amendment

Exhibit A – Legal

COMMENCING AT A CRIMP TOP IRON PIPE FOUND AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANCE 2 EAST, THENCE RUN N89°37'55"W, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 661.54 FEET TO THE POINT OF BEGINNING; THENCE RUN N89°37'20"W, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 95 FEET TO A POINT; THENCE RUN S0°16'28"W FOR A DISTANCE OF 1288.02 FEET TO A POINT; THENCE RUN N89°31'41"W FOR A DISTANCE OF 566.08 FEET TO A POINT; THENCE RUN S89°22'21"E FOR A DISTANCE OF 659.46 FEET TO A POINT; THENCE RUN N0°16'21"E FOR A DISTANCE OF 2616.38 FEET TO THE POINT OF BEGINNING; CONTAINING 22.93 ACRES MORE OR LESS

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: October 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Bayside Academy, Inc. Annexation Petition

Aj

PRESENT ZONING: RSF-2, Single Family Residential, and B-1, Professional Business, Baldwin County District 15

LOCATION: Southeast of Friendship Road and County Road 64

RECOMMENDATION: At the October 24, 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 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)

BAYSIDE ACADEMY, INC. ANNEXATION PETITION

BAYSIDE ACADEMY, INC ANNEXATION REQUEST

The applicant proposes to annex the subject property into the corporate limits. The site meets the contiguity requirement because it abuts land already in the City including County Road 64 right of way, 68 Ventures Trade Offices Subdivision to the north and Rowan Oak PUD to the south.

RECOMMENDATIONS

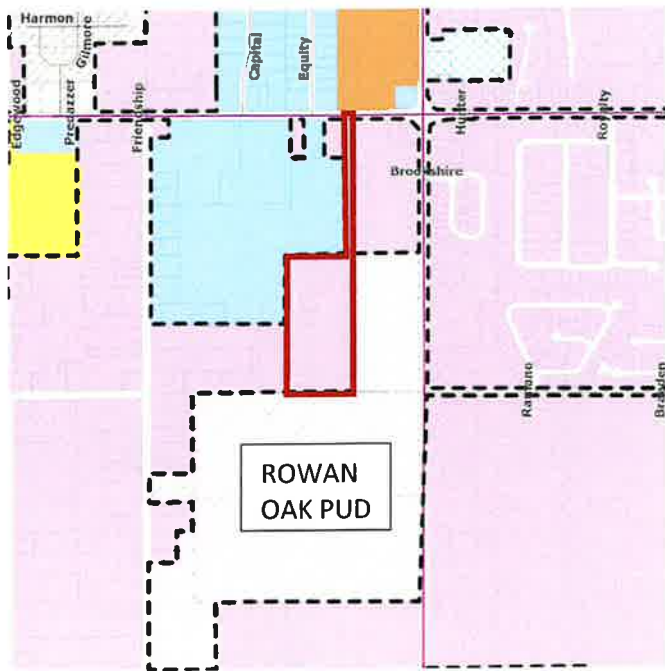
The Comprehensive Plan identifies the city's Expansion Priorities. Expansion priorities are all areas the City desires to annex in the near future. The subject property is in Expansion Area 1, therefore, staff recommends that the Planning Commission render a favorable recommendation to Council to annex this property into the City of Daphne. The Planning Commission set forth a unanimously favorable recommendation on October 24, 2024.

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.

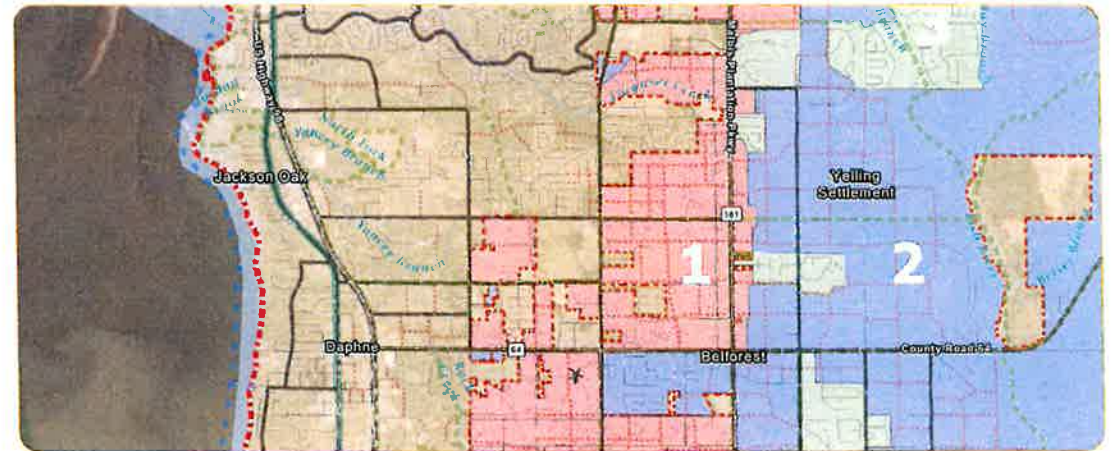


EXPANSION PRIORITIES

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: Methods of Extending Municipal Corporate Limits

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. This section offers three options for annexation as summarized below. Legislation entitled "Methods of Extending Municipal Corporate Limits" introduced by 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 10-1-18 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 since a city has disclaimed the proposed annexation with its legislative delegation, the city should seek approval to work with Legislative Referendum Services (RLS) to prepare the annexation bill.

2. Annexation by Referendum

Sections 11-12-1 through 11-12-4 of the Code of Alabama provide for an annexation referendum. Essential requirements include: written consent of at least 2 electors and property owners or 50 percent of the owners; a map of area; Council resolution; and Certification of Mayor to Probate Judge (no election required) or unanimous consent. Probate Judge determines if no objection filed, and election scheduled. Probate Judge determines and records election results, and municipal resolution recording results.

Annexation by Petition of 100% of Property Owners

Sections 11-12-20 through 11-12-24 of the Alabama Code allows annexation upon unanimous consent of the property 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 adjoining to the current City Limits of Daphne. This area includes the unincorporated sections along the Highway 131 corridor.

Priority Expansion Area 2

Priority Expansion Area 2 consists of land to the east of the Highway 131 corridor and lands south of the Bellair neighborhood. This expansion area extends eastward to the limits of the planning area.

Priority Expansion Area 3

Priority Expansion Area 3 includes the lands to the east of the planning area. These areas are characterized by mature development.

SURVEYOR'S CERTIFICATION OF CURRENT FEMA SPECIAL FLOOD HAZARD AREA ZONE

THE PROPERTY DESCRIBED HEREIN IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 090700022 W & 010700000 IN DATED 11/19/19, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHAD"

CERTIFICATION OF APPROVAL FOR RECORDING

(STATE OF ALABAMA)
(COUNTY OF BALDWIN)
(CITY OF DAPHNE)

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE DAPHNE LAND USE AND DEVELOPMENT ORDINANCE WITH THE EXCEPTION OF SUCH MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND WRITTEN UPON SAID PLAT AND THAT IT HAS BEEN APPROVED FOR THE RECORDING IN THE OFFICE OF THE BALDWIN COUNTY JUDGE OF PROBATE.

DATED THIS 14th DAY OF November 2022

PLANNING COMMISSION CHAIRMAN OR AUTHORIZED REPRESENTATIVE

DIRECTOR OF COMMUNITY DEVELOPMENT

(STATE OF ALABAMA)
(COUNTY OF BALDWIN)
(CITY OF DAPHNE)

THE UNDERSIGNED, AS DIRECTOR OF THE DAPHNE COMMUNITY DEVELOPMENT DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA THIS 14th DAY OF November 2022

Redemptio Personal 8/10/22

GENERAL NOTES:

- OWNER OF RECORD
P.C. INVESTMENTS, LLC
26001 PIEDMONT LANE, STE A
DAPHNE, AL 36526
(251) 524-1146
- NAME AND REGISTRATION NO. OF SURVEYOR
MARK A. WATNER - PLS 20064
- ANALYSIS IDENTIFICATION NUMBER
PPL01 102025 05-43-05-21-0-000-001000
PPL01 125023 05-43-05-21-0-000-001000
PPL01 125026 05-43-05-21-0-000-001000
PPL01 125027 05-43-05-21-0-000-001015
PPL01 125028 05-43-05-21-0-000-001015
PPL01 125029 05-43-05-21-0-000-001015

- THE CITY OF DAPHNE SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF COMMON AREAS
- THE CITY OF DAPHNE RESERVES THE RIGHT TO REQUIRE THE MAINTENANCE OF ALL PRIVATE DRAINAGE FACILITIES TO PREVENT POTENTIAL FLOODING AND/OR ELIMINATE PUBLIC HEALTH AND SAFETY THREATS OR HAZARDS CAUSED BY SAID DRAINAGE FACILITIES
- THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS NEARLY CORRECT ON THE SURFACE OR PROVIDED BY THE CLIENT
- ELEVATIONS SHOWN HEREIN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83) AND WERE ESTABLISHED ON-SITE VIA STATIC GPS OBSERVATIONS
- BOUNDARIES SHOWN HEREIN ARE STATE PLANE COORDINATE GRID BOUNDARIES, ALABAMA WEST ZONE

UTILITY COMPANIES:

COMMUNICATION AT&T
ELECTRIC PEDESTAL UTILITIES
WATER BELFLOREST WATER SYSTEM
SEWER & GAS UTILITIES BOARD OF THE CITY OF DAPHNE

SURVEYOR'S CERTIFICATE AND DESCRIPTION OF PROPERTY

STATE OF ALABAMA
COUNTY OF BALDWIN
CITY OF DAPHNE

I, MARK A. WATNER, A LICENSED SURVEYOR OF MOBILE COUNTY, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY STATED IN BALDWIN COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

STATE OF ALABAMA
COUNTY OF BALDWIN

COMMENCING AT A CAPPED REBAR (ALLEGIBLE) AT THE SOUTHWEST CORNER OF LOT 2 ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1, AS RECORDED ON SLIDE 2438-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89-49-38" WEST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 290.42 FEET TO A CAPPED REBAR (HWM) AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE RUN NORTH 00-11-57" EAST ALONG THE WEST LINE OF SAID LOT 2, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF FRIENDSHIP ROAD (80' R/W) A DISTANCE OF 145.34 FEET TO A CAPPED REBAR (HWM) AT THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 1 OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1; THENCE RUN NORTH 00-10-56" EAST ALONG THE WEST LINE OF SAID LOT 1 AND ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 196.27 FEET TO A CAPPED REBAR (HWM) AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89-37-02" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 169.65 FEET TO A CAPPED REBAR (ALLEGIBLE) AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN NORTH 00-13-54" EAST A DISTANCE OF 169.99 FEET TO A CAPPED REBAR (ALLEGIBLE) AT THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 84 (80' R/W); THENCE RUN SOUTH 89-38-50" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1,164.70 FEET TO A CAPPED REBAR (ALLEGIBLE); THENCE RUN SOUTH 00-25-10" WEST A DISTANCE OF 369.94 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 89-34-38" EAST A DISTANCE OF 317.65 FEET TO A CAPPED REBAR (CHASER); THENCE RUN SOUTH 00-10-47" WEST A DISTANCE OF 917.64 FEET TO A CAPPED REBAR (ALLEGIBLE); THENCE RUN NORTH 89-31-03" WEST A DISTANCE OF 360.00 FEET TO A CAPPED REBAR (ALLEGIBLE); THENCE RUN SOUTH 00-12-14" WEST A DISTANCE OF 862.87 FEET TO A CAPPED REBAR (ALLEGIBLE) AT THE NORTHEAST CORNER OF LOT 4; THENCE TRACE, AS RECORDED ON SLIDE 1094-A OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89-28-37" WEST ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 504.07 FEET TO A CAPPED REBAR (DOORUS) AT THE SOUTHWEST CORNER OF LOT 10-A, AVOIDED PLAT, ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1, REPEAT OF LOT 10, AS RECORDED ON SLIDE 1778-B OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00-13-38" EAST ALONG THE EAST LINE OF SAID LOT 10-A A DISTANCE OF 700.00 FEET TO A CAPPED REBAR (HWM) AT THE NORTHEAST CORNER OF SAID LOT 10-A; THENCE RUN NORTH 89-27-54" WEST ALONG THE NORTH LINE OF SAID LOT 10-A A DISTANCE OF 820.03 FEET TO A CAPPED REBAR (HWM); THENCE RUN NORTH 89-31-08" WEST ALONG THE NORTH LINE OF SAID LOT 10-A A DISTANCE OF 39.78 FEET TO A CAPPED REBAR (HWM) AT THE SOUTHWEST CORNER OF A PARCEL LABELED "RESERVED FOR FUTURE RIGHT-OF-WAY" AS SHOWN ON THE PLAT OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1; THENCE RUN CONTINUING NORTH 89-31-08" WEST ALONG SAID "RESERVED" PARCEL A DISTANCE OF 110.31 FEET TO A CAPPED REBAR (HWM); THENCE RUN SOUTH 00-26-40" WEST ALONG SAID "RESERVED" PARCEL A DISTANCE OF 10.00 FEET TO A CAPPED REBAR (HWM); THENCE RUN NORTH 89-31-45" WEST ALONG SAID "RESERVED" PARCEL A DISTANCE OF 149.91 FEET TO A CAPPED REBAR (ALLEGIBLE) AT THE SOUTHWEST CORNER OF SAID "RESERVED" PARCEL AND THE EAST RIGHT-OF-WAY LINE OF SAID FRIENDSHIP ROAD; THENCE RUN NORTH 00-10-57" EAST ALONG THE WEST LINE OF SAID "RESERVED" PARCEL AND ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 80.00 FEET TO A CAPPED REBAR (HWM) AT THE NORTHEAST CORNER OF SAID "RESERVED" PARCEL; THENCE RUN SOUTH 89-30-48" EAST ALONG SAID "RESERVED" PARCEL A DISTANCE OF 150.04 FEET TO A CAPPED REBAR (HWM); THENCE RUN SOUTH 00-28-12" WEST ALONG SAID "RESERVED" PARCEL A DISTANCE OF 10.00 FEET TO A CAPPED REBAR (HWM); THENCE RUN SOUTH 00-32-37" EAST ALONG SAID "RESERVED" PARCEL A DISTANCE OF 110.20 FEET TO A CAPPED REBAR (HWM) AT THE NORTHEAST CORNER OF SAID "RESERVED" PARCEL; THENCE RUN NORTH 00-11-43" EAST ALONG THE EAST LINE OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1 A DISTANCE OF 391.20 FEET TO A CAPPED REBAR (HWM) AT THE SOUTHWEST CORNER OF LOT 7 OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1; THENCE RUN NORTH 00-13-07" EAST ALONG THE EAST LINE OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1 A DISTANCE OF 782.34 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 54.95 ACRES, MORE OR LESS.

AND THAT THE PLAT OR MAP CONTAINED HEREIN IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED IS DIVIDED, SHOWING THE LENGTH AND BEARINGS OF EACH LOT AND EASEMENT AND ITS NUMBER AND SHOWING THE STREETS, ALLEYS AND PUBLIC ROADS AND CHAINS, THE BEARINGS, LENGTH, NORTH AND NAMES OF THE STREETS, SAID MAP FURTHER SHOWS THE RELATION OF THE LAND SO PLATTED TO THE GOVERNMENT SURVEY, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT POINTS MARKED HEREON (S) AS HEREON SHOWN. I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALABAMA TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WITNESS MY HAND AND SEAL ON 14th DAY OF November 2022

SURVEYOR
MARK A. WATNER
ALABAMA LICENSE # PLS 20064



CERTIFICATION OF OWNERSHIP AND DEDICATION

STATE OF ALABAMA
CITY OF DAPHNE
COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AS MEMBER OF P.C. INVESTMENTS, LLC, OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREIN INDICATED, AND GRANT ALL EASEMENTS AND DEDICATE ALL STREETS, ALLEYS, DRAINS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED, TOGETHER WITH SUCH RESTRICTIONS AND COMMENTS NOTED BELOW ON ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS 17th DAY OF November 2022

Kimberly J. Cop
KIMBERLY J. COP
NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF ALABAMA
CITY OF DAPHNE
COUNTY OF BALDWIN

I, *Sandra L. Kuopurski*, A NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN, IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT *Sandra L. Kuopurski*, A NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN, IN THE STATE OF ALABAMA, AS MEMBER OF P.C. INVESTMENTS, LLC, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT SHE SIGNED, SEALED AND DELIVERED SAID INSTRUMENT AT HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH, OTHER UNDER MY HAND AND NOTARIAL SEAL THIS 17th DAY OF November 2022.

Sandra L. Kuopurski
SANDRA L. KUOPURSKI
NOTARY PUBLIC



CERTIFICATION OF APPROVAL - SEWER & GAS SERVICE

STATE OF ALABAMA
CITY OF DAPHNE
COUNTY OF BALDWIN

I, SCOTT POLK, GENERAL MANAGER FOR THE UTILITIES BOARD OF THE CITY OF DAPHNE, ALABAMA, DO HEREBY CERTIFY THAT THE ATTACHED FINAL PLAT HAS BEEN EXAMINED BY ME AND ALSO THAT THE SURVEYOR'S PLANS AND SPECIFICATIONS APPEAR TO COMPLY WITH THE MINIMUM REQUIREMENTS OF THE UTILITIES BOARD.

DATED THIS 18th DAY OF November 2022

Scott Polk
SCOTT POLK
NOTARY PUBLIC

CERTIFICATE OF APPROVAL - ELECTRIC

THE UNDERSIGNED, AS AUTHORIZED BY PEDESTAL UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 18th DAY OF November 2022.

Ken A. Pandy
KEN A. PANDY
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL - COMMUNICATION

THE UNDERSIGNED, AS AUTHORIZED BY AT&T, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 17th DAY OF November 2022.

John S. Sells
JOHN S. SELLS
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL - WATER

THE UNDERSIGNED, AS AUTHORIZED BY BELFLOREST WATER SYSTEM, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 18th DAY OF November 2022.

John S. Sells
JOHN S. SELLS
AUTHORIZED REPRESENTATIVE

PRELIMINARY/FINAL PLAT 68 VENTURES TRADE OFFICES SUBDIVISION

SECTION 21, T-5-S, R-2-E
BALDWIN COUNTY, ALABAMA

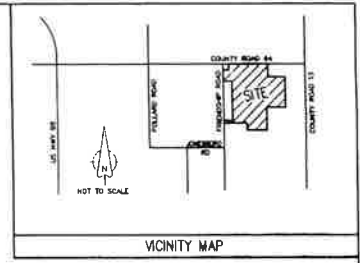
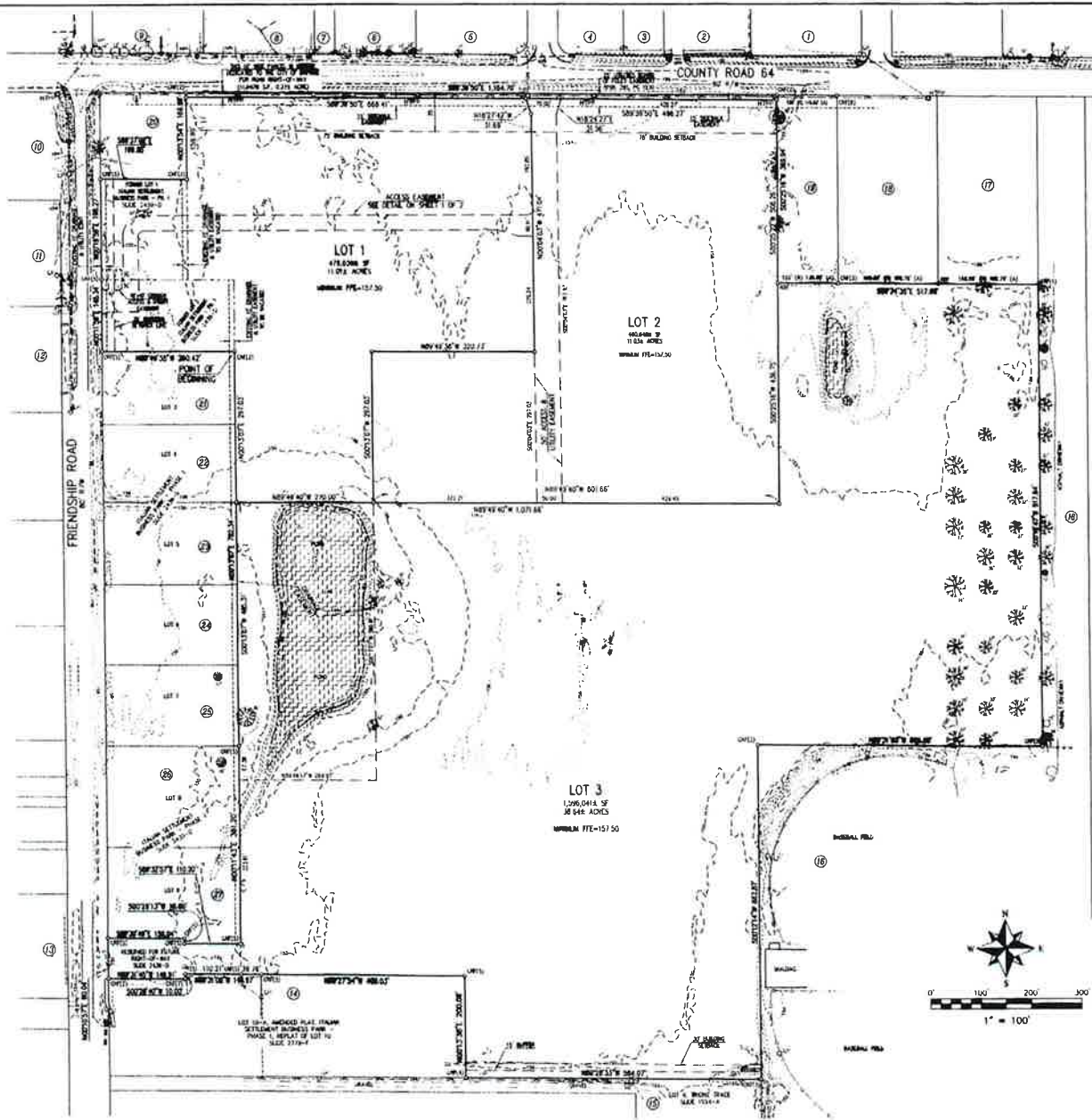
WATNER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
2018 Delineation License # 24614
Mobile, Alabama 36605
251-960-2840

SHEET 1 OF 2

BALDWIN COUNTY, ALABAMA
 PRELIMINARY PLAT
 17pgs. 1 PLAN
 SLIDE 0002863-F

ADJACENT OWNERS DATA

1	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
2	FAV BUILDING CORP. 1000 W. 10TH AVE. MOBILE, AL 36688
3	THE INDIANAPOLIS LLC 1000 W. 10TH AVE. MOBILE, AL 36688
4	THE INDIANAPOLIS LLC 1000 W. 10TH AVE. MOBILE, AL 36688
5	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
6	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
7	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
8	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
9	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
10	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
11	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
12	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
13	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
14	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
15	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
16	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
17	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
18	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
19	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
20	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
21	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
22	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
23	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
24	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
25	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
26	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118
27	CHAS. H. HARTMAN, LLC HARTMAN, AL 36118



SITE DATA TABLE:

ACREAGE IN TOTAL TRACT	58.85 ACRES
TOTAL NUMBER OF LOTS	3
AVERAGE LOT SIZE	852.033 SF 19.85 ACRES
ZONING DISTRICT	32 - GENERAL BUSINESS
MINIMUM BUILDING SETBACKS:	
FRONT	75' ON COUNTY ROAD 64
FRONT	25' ON FRIENDSHIP ROAD
SIDE	0'
REAR	0' EXCEPT WHERE ADJUTING RESIDENTIAL DISTRICT
0' WHEN ADJUTING RESIDENTIAL DISTRICT	
BUFFER REQUIREMENTS:	
12' WHEN ADJUTING A RESIDENTIAL DISTRICT	

LEGEND

(R)	RIGHT-OF-WAY OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
CH(1)	CAPPED BEARING POUND (CAPED)
CH(2)	CAPPED BEARING POUND (BEMBLE)
CH(3)	CAPPED BEARING POUND (BEMBLE)
CH(4)	CAPPED BEARING POUND (BEMBLE)
CH(5)	CAPPED BEARING POUND (BEMBLE)
CH(6)	CAPPED BEARING POUND (BEMBLE)
CH(7)	CAPPED BEARING POUND (BEMBLE)
CH(8)	CAPPED BEARING POUND (BEMBLE)
CH(9)	CAPPED BEARING POUND (BEMBLE)
CH(10)	CAPPED BEARING POUND (BEMBLE)
CH(11)	CAPPED BEARING POUND (BEMBLE)
CH(12)	CAPPED BEARING POUND (BEMBLE)
CH(13)	CAPPED BEARING POUND (BEMBLE)
CH(14)	CAPPED BEARING POUND (BEMBLE)
CH(15)	CAPPED BEARING POUND (BEMBLE)
CH(16)	CAPPED BEARING POUND (BEMBLE)
CH(17)	CAPPED BEARING POUND (BEMBLE)
CH(18)	CAPPED BEARING POUND (BEMBLE)
CH(19)	CAPPED BEARING POUND (BEMBLE)
CH(20)	CAPPED BEARING POUND (BEMBLE)
CH(21)	CAPPED BEARING POUND (BEMBLE)
CH(22)	CAPPED BEARING POUND (BEMBLE)
CH(23)	CAPPED BEARING POUND (BEMBLE)
CH(24)	CAPPED BEARING POUND (BEMBLE)
CH(25)	CAPPED BEARING POUND (BEMBLE)
CH(26)	CAPPED BEARING POUND (BEMBLE)
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CH(29)	CAPPED BEARING POUND (BEMBLE)
CH(30)	CAPPED BEARING POUND (BEMBLE)
CH(31)	CAPPED BEARING POUND (BEMBLE)
CH(32)	CAPPED BEARING POUND (BEMBLE)
CH(33)	CAPPED BEARING POUND (BEMBLE)
CH(34)	CAPPED BEARING POUND (BEMBLE)
CH(35)	CAPPED BEARING POUND (BEMBLE)
CH(36)	CAPPED BEARING POUND (BEMBLE)
CH(37)	CAPPED BEARING POUND (BEMBLE)
CH(38)	CAPPED BEARING POUND (BEMBLE)
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CH(40)	CAPPED BEARING POUND (BEMBLE)
CH(41)	CAPPED BEARING POUND (BEMBLE)
CH(42)	CAPPED BEARING POUND (BEMBLE)
CH(43)	CAPPED BEARING POUND (BEMBLE)
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CH(45)	CAPPED BEARING POUND (BEMBLE)
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CH(65)	CAPPED BEARING POUND (BEMBLE)
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CH(68)	CAPPED BEARING POUND (BEMBLE)
CH(69)	CAPPED BEARING POUND (BEMBLE)
CH(70)	CAPPED BEARING POUND (BEMBLE)
CH(71)	CAPPED BEARING POUND (BEMBLE)
CH(72)	CAPPED BEARING POUND (BEMBLE)
CH(73)	CAPPED BEARING POUND (BEMBLE)
CH(74)	CAPPED BEARING POUND (BEMBLE)
CH(75)	CAPPED BEARING POUND (BEMBLE)
CH(76)	CAPPED BEARING POUND (BEMBLE)
CH(77)	CAPPED BEARING POUND (BEMBLE)
CH(78)	CAPPED BEARING POUND (BEMBLE)
CH(79)	CAPPED BEARING POUND (BEMBLE)
CH(80)	CAPPED BEARING POUND (BEMBLE)
CH(81)	CAPPED BEARING POUND (BEMBLE)
CH(82)	CAPPED BEARING POUND (BEMBLE)
CH(83)	CAPPED BEARING POUND (BEMBLE)
CH(84)	CAPPED BEARING POUND (BEMBLE)
CH(85)	CAPPED BEARING POUND (BEMBLE)
CH(86)	CAPPED BEARING POUND (BEMBLE)
CH(87)	CAPPED BEARING POUND (BEMBLE)
CH(88)	CAPPED BEARING POUND (BEMBLE)
CH(89)	CAPPED BEARING POUND (BEMBLE)
CH(90)	CAPPED BEARING POUND (BEMBLE)
CH(91)	CAPPED BEARING POUND (BEMBLE)
CH(92)	CAPPED BEARING POUND (BEMBLE)
CH(93)	CAPPED BEARING POUND (BEMBLE)
CH(94)	CAPPED BEARING POUND (BEMBLE)
CH(95)	CAPPED BEARING POUND (BEMBLE)
CH(96)	CAPPED BEARING POUND (BEMBLE)
CH(97)	CAPPED BEARING POUND (BEMBLE)
CH(98)	CAPPED BEARING POUND (BEMBLE)
CH(99)	CAPPED BEARING POUND (BEMBLE)
CH(100)	CAPPED BEARING POUND (BEMBLE)

PRELIMINARY/FINAL PLAT
 68 VENTURES TRADE OFFICES SUBDIVISION
 SECTION 21, T-5-S, R-2-E
 BALDWIN COUNTY, ALABAMA

WATTIER SURVEYING, INC.
 PROFESSIONAL LAND SURVEYORS
 4320 Greenway Loop N., Suite 11
 Mobile, Alabama 36620
 251-942-2940

SHEET 2 OF 2

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, Bayside Academy Inc., files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, 05-43-05-21-0-000-003.002, 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, Bayside Academy Inc., 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: C-2

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 23rd day of August, 2024

Respectfully submitted,

Bayside Academy Inc.

Name of Corporation

By: Dr Scott Phillipps

Its: HEAD OF SCHOOL

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jo Ann Weller, the undersigned Notary Public in and for said county and state, hereby certify that Dr Scott Phillipps whose name as _____ of Bayside Academy Inc., 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 23rd day of August, 2024.

Jo Ann Weller
NOTARY PUBLIC

My commission expires: 11-17-24

Corporation's Address

303 PRYOR AVE
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: SDP

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: SDP

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

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: SDP

SELECT ONE OF THE FOLLOWING OPTIONS

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

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 23 day of August, 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)? NA Acreage 22.93
Subdivision Name NA Lot Number(s) NA

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

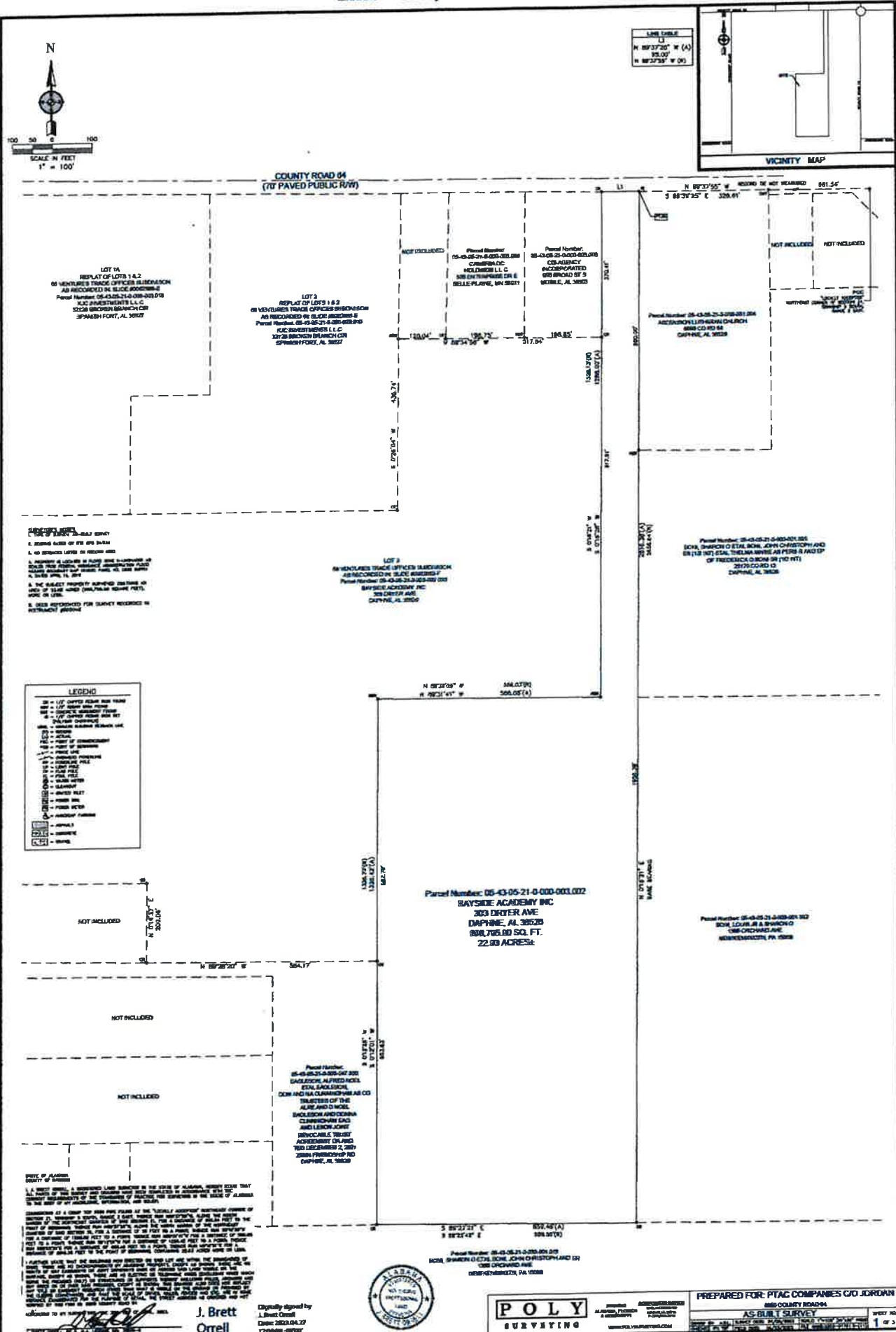
Signature: [Signature] Signature: _____

Printed Name: Dr. Scott P. [Signature] Printed Name: _____

Mailing Address: 303 Dryer Ave. Daphne, AL 36526 Mailing Address: _____

Exhibit A – Legal

COMMENCING AT A CRIMP TOP IRON PIPE FOUND AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, THENCE RUN N89°37'55"W, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 661.54 FEET TO THE POINT OF BEGINNING; THENCE RUN N89°37'20"W, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 95 FEET TO A POINT; THENCE RUN S0°16'28"W FOR A DISTANCE OF 1288.02 FEET TO A POINT; THENCE RUN N89°31'41"W FOR A DISTANCE OF 566.08 FEET TO A POINT; THENCE RUN S89°22'21"E FOR A DISTANCE OF 659.46 FEET TO A POINT; THENCE RUN N0°16'21"E FOR A DISTANCE OF 2616.38 FEET TO THE POINT OF BEGINNING; CONTAINING 22.93 ACRES MORE OR LESS



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: October 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

Bertolla Properties, L.L.C., YOTA Properties, LLC, Frederick G. & Thomas Boni, and Sharon and John Christopher Boni, subject property was pre-zoned as a PUD, Planned Unit Development, by City Council on August 19, 2024, Ordinance # 2024-25, pending an annexation hearing.

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 October 24, 2024 regular meeting of the City of Daphne Planning Commission, seven members were present and the motion carried for a favorable recommendation for the above mentioned annexation petition.

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

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

Thank you,
ADJ/jv

1. Community Development Report and Supplemental Documents
2. PUD Pre-Zone Ordinance # 2024-25
3. PUD Master Plan Revision
4. Petition for Annexation
5. Legal Description (Exhibit A)
6. Boundary Survey (Exhibit B)

ANNEXATION PETITION

(ASSOCIATED WITH IRONGATE PUD PREZONING ORDINANCE 2024-25)

BERTOLLA PROPERTIES, LLC & YOTA PROPERTIES, LLC

BONI (FREDERICK G. & THOMAS; CHRISTOPHER & SHARON)

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, both road rights-of-way which are inside the Daphne city limits. The site also abuts Highway 181 across from the intersection of Milton Jones Road.

RECOMMENDATIONS

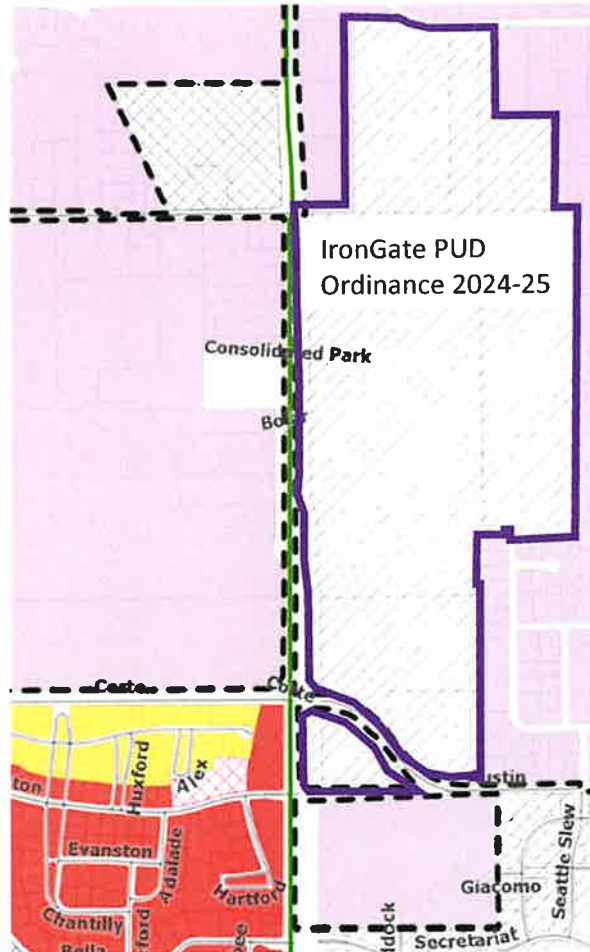
The Comprehensive Plan identifies the city's Expansion Priorities. Expansion priorities are all areas the City desires to annex in the near future. The subject property is in Expansion Area 2, therefore, staff recommends that the Planning Commission render a favorable recommendation to Council to annex this property into the City of Daphne. On October 24, 2024, the Planning voted unanimously to set forth a favorable recommendation.

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.

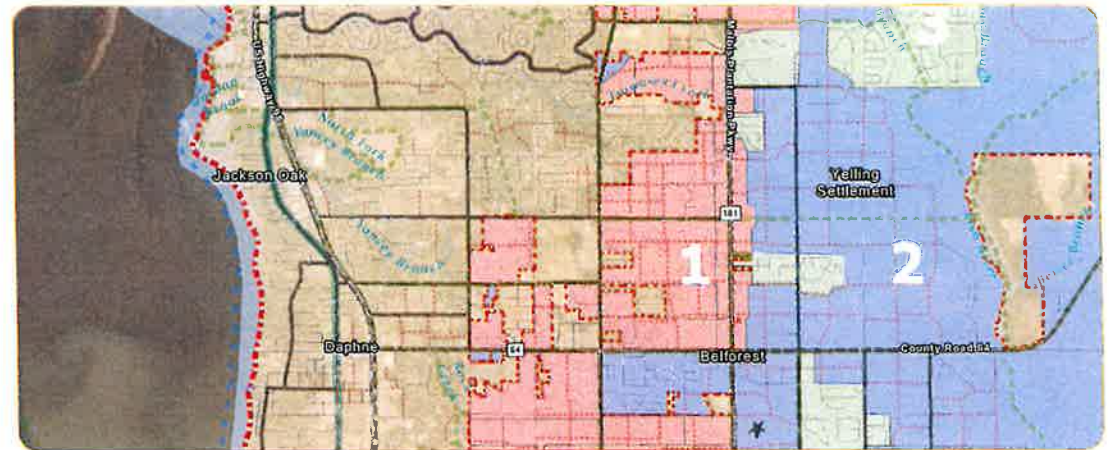
23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

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.



Above Right: The Hindu goddess of wealth, Gopasakhi, blesses a cow.

Methods of Extending Municipal Corporate Limits



citizenship has more expanded their horizons to accommodate the continued growth. Rapid growth in Alabama is planning an ideal to a demographic need for expansion to achieve the priorities of Alabama's future. 2012 Alabama offers three options for annexation and statehood. Below is a report entitled "Methods of Expanding Alabama and 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:

Section 10(1)(b) of the Constitution of Alabama of 1901 generally allows the external affairs managed by another jurisdiction of the legislature. The Alabama Municipal Code requires that any city that is discussing the proposed annexation with its legislative delegation, the city should seek approval in writing with Legislative Releaser & Service (LRS) to regulate the annexation bill.

[illegible]

Sections 1-14, 20 through 114-2-24 of the Alabama Code allows a municipality to acquire a portion of the parcel of the person owning property in the area. The area to be considered for annexation must actually be contiguous to the corporate limits of the municipality.

Primary Esplanade Area (London) is a very small stretch east of and adjacent to the current City limits of London. This area includes the very small industrial section along the Highway 137 corridor.

Priority Expansion Area 2 consists of land to the east of the Highway 101 corridor and lands south of the Bellan neighborhood. This expansive area extends eastward to the limits of the planning area.

Positive (negative) Areas consist of the balance of the land in the planning area. They are areas that are not being made available for development.

**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.

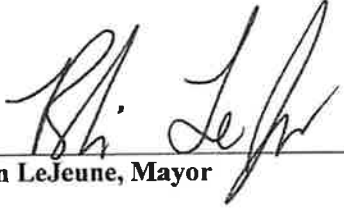
SECTION III: SEVERABILITY.

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 19th day of August, 2024.**



Robin LeJeune, Mayor

ATTEST:



Candace G. Antinarella, MMC, City Clerk



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 1327
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.



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

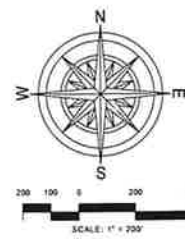


Building Setbacks
Front 25 Ft.
Rear 20 Ft.
Side 10 Ft.
Side Street 20 Ft.



Building Setbacks
Front 25 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	4.36 / 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		Handicap Parking is provided for each Phase and Building Type based on current Daphne Land Use Ordinance
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	35% (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 Plat and Site Plan submitted for approval in accordance with Article 19 of the Daphne Land Use Development Ordinance.



**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 19 day of AUGUST, 2024

Respectfully submitted,

YOTA PROPERTIES, LLC
Name of Corporation

By: [Signature] DAVID E DIEHL

Its: AGENT

STATE OF ALABAMA
COUNTY OF BALDWIN

I, JAMES A. FREGO, the undersigned Notary Public in and for said county and state, hereby certify that DAVID E. DIEHL whose name as AGENT of YOTA 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 19th day of AUGUST, 2024.

[Signature]
NOTARY PUBLIC

My commission expires: 4/5/2026

Corporation's Address

28607 Co. Rd. 65
Loxley, AL 36551



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: DED

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: DED

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

Initials: DED

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: DED

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: DED

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 19 day of AUGUST, 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)? NO Acreage _____
Subdivision Name _____ Lot Number(s) _____

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

Signature: [Signature] Signature: _____

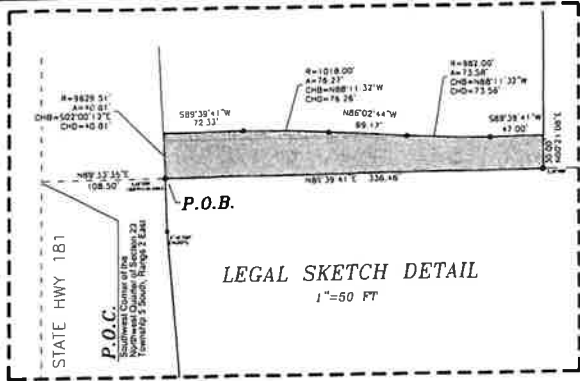
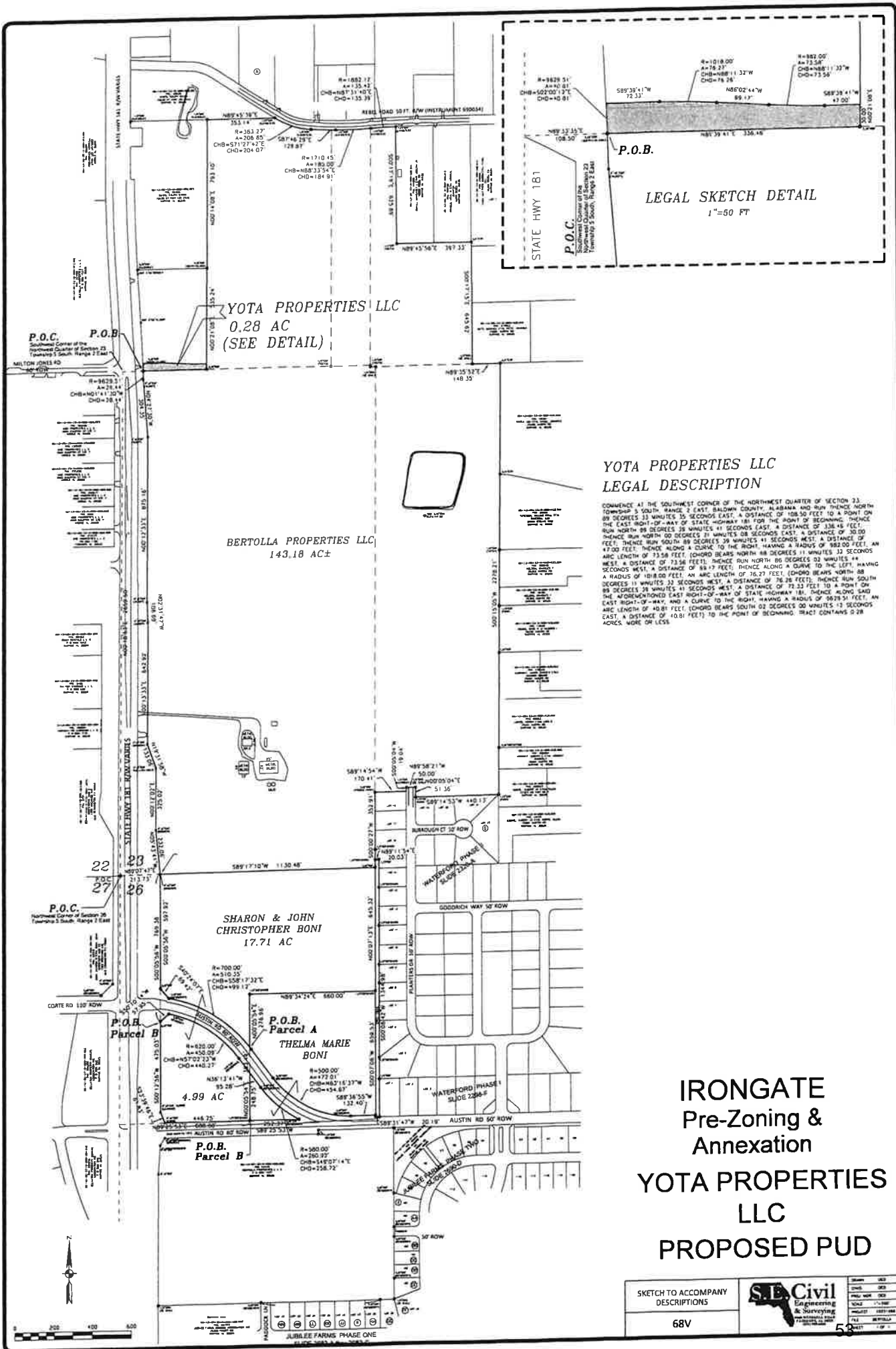
Printed Name: DAVID E DIEHL Printed Name: _____

Mailing Address: 9969 WINDMILL RD Mailing Address: _____

FAIRHOPE AL 36532

IRON GATE
A Planned Unit Development
YOTA Properties
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 TO A 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 30.00 FEET; THENCE RUN SOUTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 47.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 982.00 FEET, AN ARC LENGTH OF 73.58 FEET, (CHORD BEARS NORTH 88 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 73.56 FEET); THENCE RUN NORTH 86 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 69.17 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET, AN ARC LENGTH OF 76.27 FEET, (CHORD BEARS NORTH 88 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 76.26 FEET); THENCE RUN SOUTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 72.33 FEET TO A POINT ON THE AFOREMENTIONED 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 9629.51 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.



**YOTA PROPERTIES LLC
LEGAL DESCRIPTION**

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 33 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 89 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 338.48 FEET; THENCE RUN NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 89 DEGREES 29 MINUTES 41 SECONDS WEST, A DISTANCE OF 47.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 982.00 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 89 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 89.13 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1018.00 FEET, AN ARC LENGTH OF 76.27 FEET, (CHORD BEARS NORTH 88 DEGREES 11 MINUTES 32 SECONDS WEST, A DISTANCE OF 76.27 FEET); THENCE RUN SOUTH 89 DEGREES 28 MINUTES 41 SECONDS WEST, A DISTANCE OF 72.22 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 982.91 FEET, AN ARC LENGTH OF 40.81 FEET, (CHORD BEARS SOUTH 02 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 40.81 FEET) TO THE POINT OF BEGINNING. TRACT CONTAINS 5.28 ACRES, MORE OR LESS.

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

SKETCH TO ACCOMPANY DESCRIPTIONS	S.E. Civil Engineering & Surveying 7700 W. 11th St. Tulsa, Oklahoma 74106 Tel: 918.438.1234 Fax: 918.438.1235	Drawn: JES Checked: JES Field Notes: JES Scale: 1"=100' Project: 2021-004 Title: IRONGATE Date: 1/1/21
68V		58

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

(_____)

The undersigned, Sharon A. & 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 A. & 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 19TH day of AUGUST, 2024

Respectfully submitted by,

JOHN CHRISTOPHER BONI

Name of Owner (Print)

[Signature] (AGENT)

Name of Owner (Signature)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, JAMES A. FREGO, the undersigned Notary Public in and for said county and state, hereby certify that Aaron Collins 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 19TH day of AUGUST, 2024

[Signature]
NOTARY PUBLIC

My commission expires: 4/5/2026

Owner's Address

1365 ORCHARD AVE.
NEW KENSINGTON, PA. 15068



DATED this 19th day of AUGUST, 2024

Respectfully submitted by,

Name of Owner (Print) SHARON A. BONI

Name of Owner (Signature) Sharon A. Boni

STATE OF ALABAMA
COUNTY OF BALDWIN

I, JAMES A. FREGO, the undersigned Notary Public in and for said county and state, hereby certify that Arnon Collins 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 19th day of AUGUST, 2024

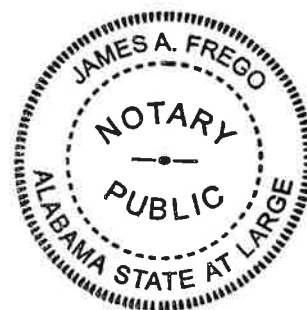
NOTARY PUBLIC

My commission expires:

4/5/2024

Owner's Address

126 IRON BRIDGE ROAD
SARVER PA. 16055



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: AK

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.

✓ 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: ML

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.

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 19th day of August, 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)? NO Acreage _____
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: Mark Collins (Agent) Signature: _____

Printed Name: HAARON S. COLLINS Printed Name: _____

Mailing Address: 9969 WINDMILL RD
FAIRHOPE, AL. 36532

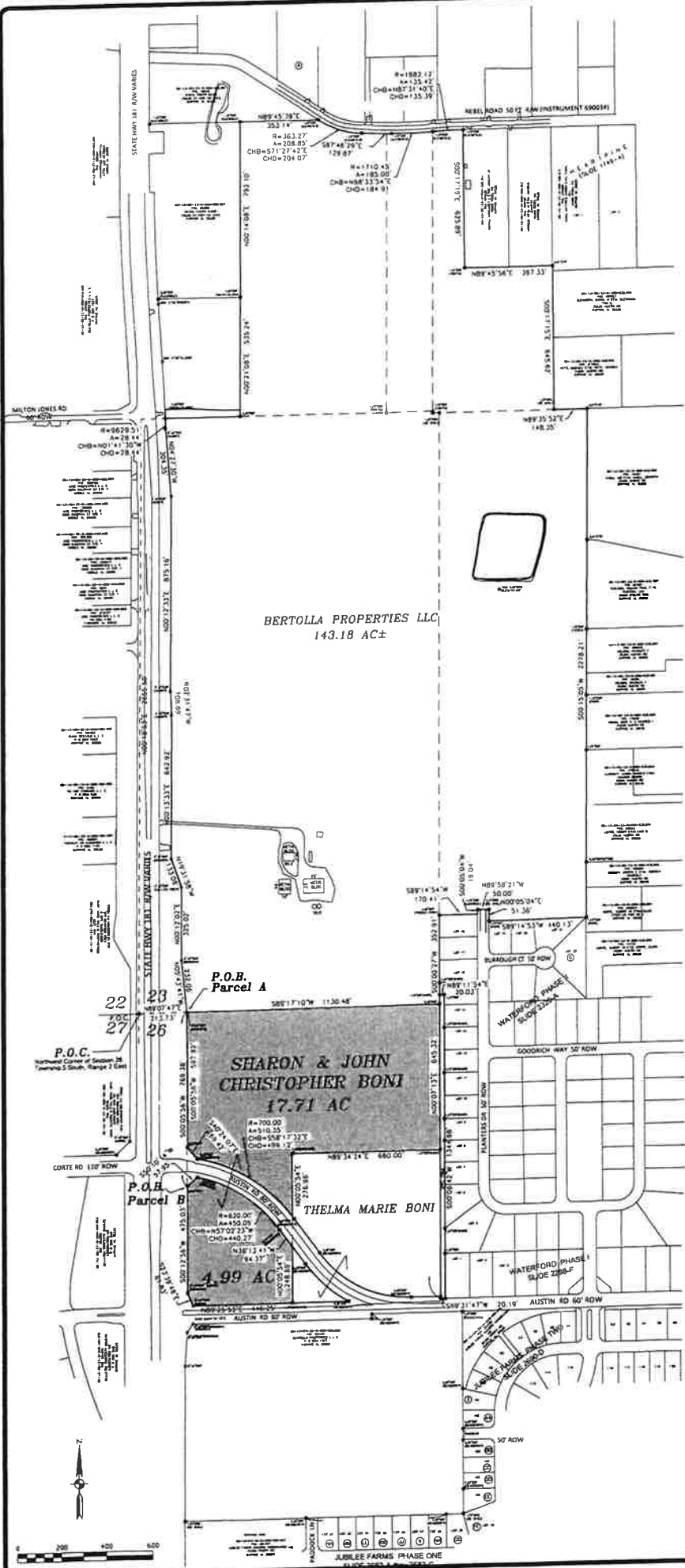
IRON GATE
A Planned Unit Development
Sharon & John Christopher Boni
Legal Description

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 213.73 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 56 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 597.92 FEET; THENCE RUN SOUTH 40 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 69.42 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, (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 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 276.96 FEET; THENCE DEPARTING SAID NORTH MARGIN, RUN NORTH 89 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 660.00 FEET; THENCE RUN NORTH 00 DEGREES 07 MINUTES 13 SECONDS EAST, A DISTANCE OF 645.32 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 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.73 FEET TO A POINT ON THE EAST MARGIN OF STATE HIGHWAY 181; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 56 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 769.38 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 12 MINUTES 56 SECONDS WEST, A DISTANCE OF 475.03 FEET; THENCE RUN SOUTH 23 DEGREES 39 MINUTES 46 SECONDS EAST, A DISTANCE OF 61.83 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 446.25 FEET; THENCE RUN NORTH 00 DEGREES 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 248.69 FEET TO A POINT ON THE SOUTH MARGIN OF AUSTIN ROAD; THENCE RUN NORTH 36 DEGREES 13 MINUTES 41 SECONDS WEST, ALONG SOUTH MARGIN, A DISTANCE OF 94.37 FEET; THENCE ALONG SAID SOUTH MARGIN, AND ALONG 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); 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,



SHARON & JOHN CHRISTOPHER BONI LEGAL DESCRIPTION

Parcel A

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 353.53 FEET TO A POINT ON THE EAST WARDEN OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING, THENCE RUN SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, ALONG SAID EAST WARDEN, A DISTANCE OF 597.92 FEET, THENCE RUN SOUTH 10 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 54.43 FEET TO A POINT ON THE NORTH WARDEN OF AUSTIN ROAD, THENCE ALONG SAID NORTH WARDEN, AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET, AN ARC LENGTH OF 310.35 FEET, (CHORD BEARS SOUTH 56 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 499.17 FEET), THENCE CONTINUING ALONG SAID NORTH WARDEN OF AUSTIN ROAD, RUN NORTH 00 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 278.96 FEET, THENCE DEPARTING SAID NORTH WARDEN, RUN NORTH 89 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 580.00 FEET, THENCE RUN NORTH 00 DEGREES 07 MINUTES 13 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 3 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.73 FEET TO A POINT ON THE EAST WARDEN OF STATE HIGHWAY 181, THENCE RUN SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, ALONG SAID EAST WARDEN, A DISTANCE OF 789.28 FEET FOR THE POINT OF BEGINNING, THENCE RUN SOUTH 00 DEGREES 12 MINUTES 56 SECONDS WEST, A DISTANCE OF 415.03 FEET, THENCE RUN SOUTH 23 DEGREES 38 MINUTES 46 SECONDS EAST, A DISTANCE OF 818.83 FEET, THENCE RUN NORTH 89 DEGREES 25 MINUTES 33 SECONDS EAST, A DISTANCE OF 148.88 FEET TO A POINT ON THE SOUTH WARDEN OF AUSTIN ROAD, THENCE RUN NORTH 36 DEGREES 13 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH WARDEN, A DISTANCE OF 84.37 FEET, THENCE ALONG SAID SOUTH WARDEN, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 450.09 FEET, (CHORD BEARS NORTH 51 DEGREES 32 MINUTES 33 SECONDS WEST, A DISTANCE OF 440.27 FEET), THENCE RUN SOUTH 50 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 37.85 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
1111 11th St.
Tomball, TX 77375
281-361-1111
www.secivil.com

DATE	05/11/2011
BY	SEB
CHECKED	SEB
PROJECT	68V
FILE	68V.dwg
SCALE	AS SHOWN

[illegible][illegible][illegible]

SURVEYOR'S CERTIFICATE

MEMBER STATE that all parts of this survey and training have been completed in accordance with the classroom requirements the STANDARDS of PRACTICE for SURVEYING in the STATE of ALABAMA to the BEST of MY KNOWLEDGE, INFORMATION, AND BELIEF

[Signature] 11-07-2007

NAME: _____ DATE: _____

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE

PROPERTY BOUNDARY &
TOPOGRAPHIC SURVEY



S.E. Civil
Engineering
& Surveying
1000 W. 10th St.
Tulsa, OK 74103
(918) 438-1111



Mean	752
Std.	183

PROJ. NO.	100
DATE	10/10/00
REVISION	10/10/00

FILE	SEARCHED
INDEXED	SERIALIZED
MAR 19 1967	
FBI - NEW YORK	

60

**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 19 day of AUGUST, 2024

Respectfully submitted by,

Name of Owner (Print) THOMAS BONI

Name of Owner (Signature) [Signature]
(AGENT)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, JAMES A. FREGO, the undersigned Notary Public in and for said county and state, hereby certify that DAVID E. DIEHL 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 19th day of AUGUST, 2024

NOTARY PUBLIC

My commission expires: 4/5/2026

Owner's Address

1208 BELLE CHENE DR.
MOBILE, AL. 36693



DATED this 19 day of AUGUST, 2024

Respectfully submitted by,

FREDERICK G. BONI

Name of Owner (Print)

(AGENT)

Name of Owner (Signature)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, JAMES A. FREGG, the undersigned Notary Public in and for said county and state, hereby certify that DAVID E. DIEHL 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.

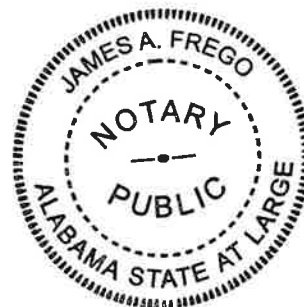
Given under my hand and official seal this the 19th day of AUGUST, 2024

J A Fregg
NOTARY PUBLIC

My commission expires: 4/5/2026

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: DED

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: DED

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

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: DED

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: DED

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 19 day of AUGUST 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)? NO Acreage _____
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: (AGENT) Signature: _____

Printed Name: DAVID E. DIEHL Printed Name: _____

Mailing Address: 9969 WINDMILL RD Mailing Address: _____
FAIRHOPE, AL 36532

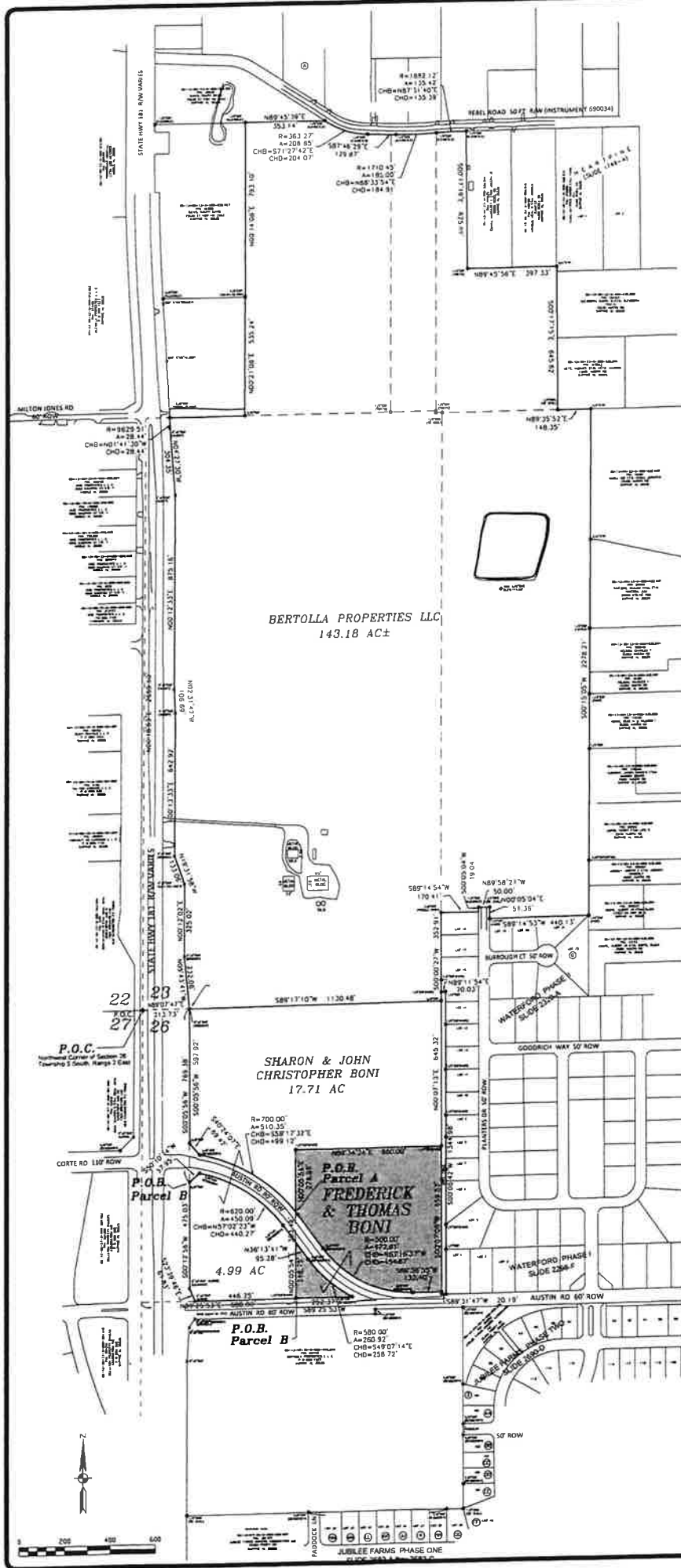
IRON GATE
A Planned Unit Development
Frederick & Thomas Boni
Legal Description

PARCEL A

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE 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 688.80 FEET; THENCE RUN NORTH 00 DEGREES 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 383.49 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 276.96 FEET; THENCE RUN NORTH 89 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 660.00 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 06 SECONDS WEST, A DISTANCE OF 649.82 FEET TO A POINT ON THE NORTH MARGIN OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 36 MINUTES 55 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 472.01 FEET, (CHORD BEARS NORTH 63 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 454.67 FEET); THENCE RUN NORTH 36 DEGREES 16 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 1300.21 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 688.80 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 248.75 FEET TO A POINT ON THE SOUTH MARGIN OF AUSTIN ROAD; THENCE RUN SOUTH 36 DEGREES 12 MINUTES 21 SECONDS EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 95.33 FEET; THENCE CONTINUING ALONG SAID SOUTH MARGIN, 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 0.60 ACRES, MORE OR LESS.



**FREDERICK & THOMAS
LEGAL DESCRIPTION
Parcel A**

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 3 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 588.80 FEET; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 383.45 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 270.56 FEET; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 440.00 FEET; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 645.82 FEET TO A POINT ON THE NORTH MARSH OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 26 MINUTES 54 SECONDS WEST, ALONG SAID NORTH MARSH, A DISTANCE OF 132.40 FEET; THENCE CONTINUING ALONG SAID NORTH MARSH, AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 472.01 FEET, (CHORD BEARS NORTH 65 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 454.67 FEET); THENCE RUN NORTH 34 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 3 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 588.80 FEET TO THE POINT OF BEGINNING. THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 248.75 FEET TO A POINT ON THE SOUTH MARSH OF AUSTIN ROAD; THENCE RUN SOUTH 18 DEGREES 15 MINUTES 21 SECONDS EAST, ALONG SAID SOUTH MARSH, A DISTANCE OF 35.33 FEET; THENCE CONTINUING ALONG SAID SOUTH MARSH, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 260.93 FEET, (CHORD BEARS SOUTH 49 DEGREES 25 MINUTES 14 SECONDS EAST, A DISTANCE OF 258.72 FEET); THENCE RUN SOUTH DEGREES 23 MINUTES 14 SECONDS WEST, A DISTANCE OF 252.31 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.60 ACRES, MORE OR LESS.

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

SKETCH TO ACCOMPANY DESCRIPTIONS	SE Civil Engineering & Surveying INCORPORATED 10000 N. 10TH AVE. SUITE 100 DENVER, CO 80231 TEL: 303.733.1100 FAX: 303.733.1101 WWW.SECIVIL.COM
68V	68

**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 19 day of AUGUST, 2024

Respectfully submitted,

BERTOLLA PROPERTIES, LLC
Name of Corporation

By: [Signature] DAVID E DIEHL

Its: AGENT

STATE OF ALABAMA
COUNTY OF BALDWIN

I, JAMES A. FREGO, the undersigned Notary Public in and for said county and state, hereby certify that DAVID E. DIEHL whose name as AGENT of BERTOLLA 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 19th day of AUGUST, 2024.

[Signature]
NOTARY PUBLIC

My commission expires: 4/15/2026

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: DED

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: DED

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

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: DED

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: DED

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 19 day of AUGUST, 2024

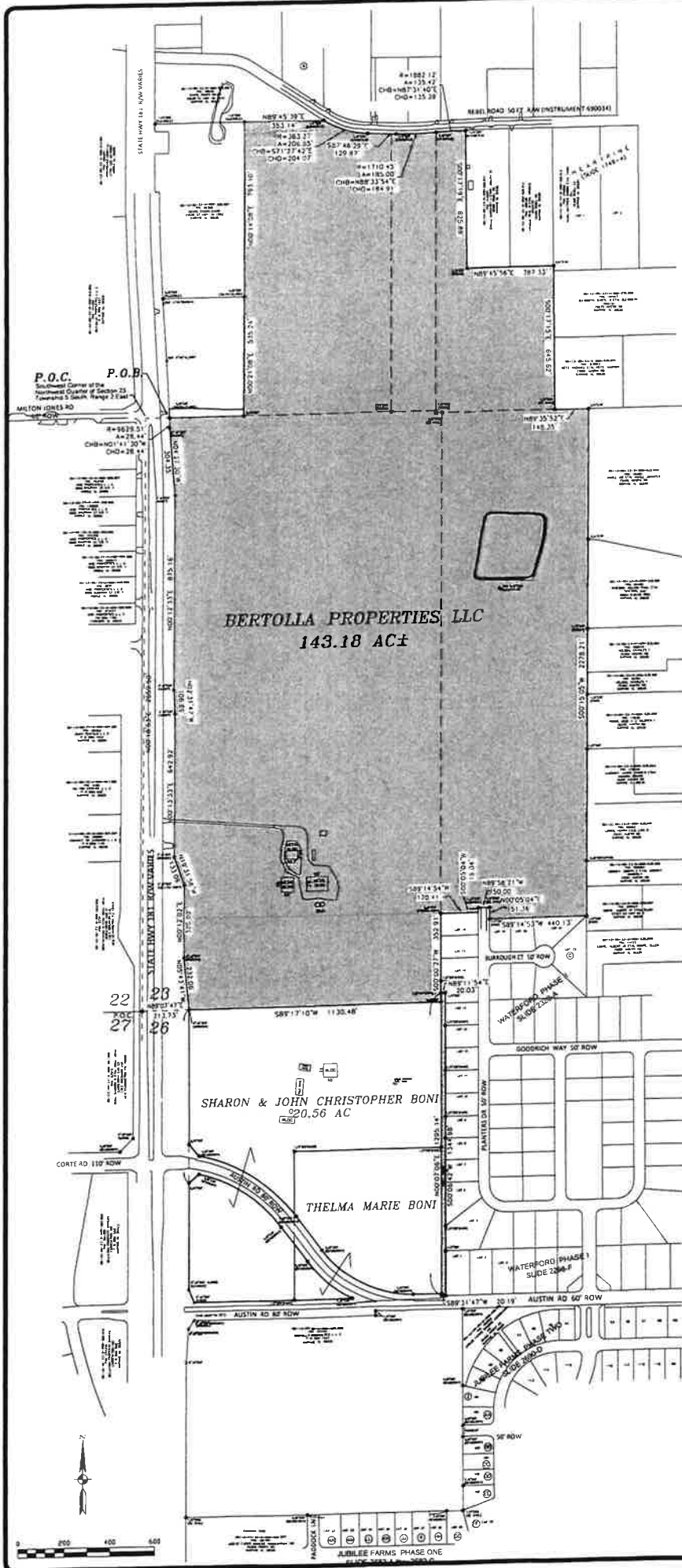
Legal Description Attached (Exhibit A)? YES Map or Survey Attached (Exhibit B)? YES
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? NO Acreage _____
Subdivision Name _____ Lot Number(s) _____

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

Signature: (AGENT) Signature: _____

Printed Name: DAVID E. DIEHL Printed Name: _____

Mailing Address: 9969 WINDMILL RD Mailing Address: _____
FAIRHOPE, AL 36532



BERTOLLA PROPERTIES LLC LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 18 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS EAST A DISTANCE OF 108.50 FEET TO POINT ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 FOR THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 35 MINUTES 41 SECONDS EAST A DISTANCE OF 136.48 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 08 SECONDS EAST A DISTANCE OF 135.34 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 08 SECONDS EAST A DISTANCE OF 783.10 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 08 SECONDS EAST A DISTANCE OF 353.14 FEET TO A POINT ON THE SOUTH WARDEN OF REBEL ROAD; THENCE RUN ALONG SAID SOUTH WARDEN, THE FOLLOWING DESCRIBED COURSES:

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 363.27 FEET, AN ARC LENGTH OF 308.85 FEET, (CHORD BEARS SOUTH 71 DEGREES 27 MINUTES 42 SECONDS EAST, A DISTANCE OF 204.07 FEET);

SOUTH 87 DEGREES 48 MINUTES 28 SECONDS EAST, A DISTANCE OF 128.07 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 184.81 FEET);

THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1802.12 FEET, AN ARC LENGTH OF 135.42 FEET, (CHORD BEARS NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 135.38 FEET);

THENCE DEPARTING SAID SOUTH WARDEN OF REBEL ROAD, RUN SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 923.88 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 38 SECONDS EAST, A DISTANCE OF 387.33 FEET; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 15 SECONDS EAST, A DISTANCE OF 148.53 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 148.53 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 05 SECONDS WEST, A DISTANCE OF 2278.21 FEET TO A POINT ON THE SLOPE 3320-A BALDWIN COUNTY PROGRESS RECORDS; THENCE ALONG THE NORTH AND WEST LINE OF SAID WATERFORD PHASE 1, THE FOLLOWING DESCRIBED COURSES:

SOUTH 88 DEGREES 17 MINUTES 12 SECONDS WEST, A DISTANCE OF 440.18 FEET;

NORTH 00 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 51.36 FEET;

SOUTH 88 DEGREES 54 MINUTES 51 SECONDS WEST, A DISTANCE OF 50.00 FEET;

SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, A DISTANCE OF 18.04 FEET;

SOUTH 00 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 170.14 FEET;

SOUTH 00 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 222.91 FEET;

NORTH 88 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 30.03 FEET;

SOUTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 1344.88 FEET TO A POINT ON THE NORTH WARDEN OF AUSTIN ROAD;

THENCE RUN SOUTH 89 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG SAID NORTH WARDEN, A DISTANCE OF 30.18 FEET; THENCE DEPARTING SAID NORTH WARDEN, RUN NORTH 00 DEGREES 07 MINUTES 10 SECONDS EAST, A DISTANCE OF 1304.84 FEET; THENCE RUN SOUTH 88 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 1130.48 FEET TO A POINT ON THE EAST WARDEN OF STATE HIGHWAY 181; THENCE RUN ALONG SAID EAST WARDEN THE FOLLOWING DESCRIBED COURSES:

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

NORTH 00 DEGREES 12 MINUTES 03 SECONDS EAST, A DISTANCE OF 329.02 FEET;

NORTH 18 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 133.06 FEET;

NORTH 00 DEGREES 13 MINUTES 33 SECONDS EAST, A DISTANCE OF 106.99 FEET;

NORTH 02 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 106.99 FEET;

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

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9878.51 FEET, AN ARC LENGTH OF 47.86 FEET, (CHORD BEARS NORTH 01 DEGREES 44 MINUTES 56 SECONDS WEST, A DISTANCE OF 47.86 FEET) TO THE POINT OF BEGINNING.

TRACT CONTAINS 143.18 ACRES, MORE OR LESS.

IRONGATE
Pre-Zoning &
Annexation
BERTOLLA
PROPERTIES LLC
PROPOSED PUD

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.

EXHIBIT A

IRON GATE

PLANNED UNIT DEVELOPMENT ZONING

OVERALL LEGAL DESCRIPTION

PARCEL 1 DESCRIPTION:

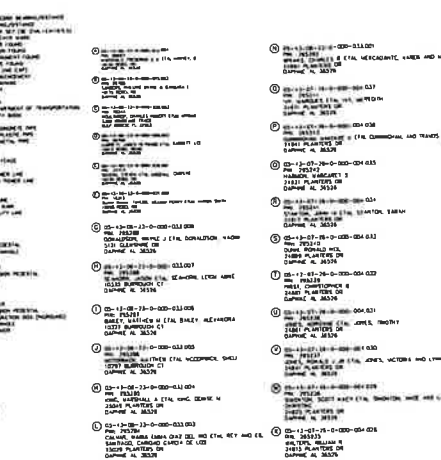
COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 07 MINUTES 47 SECONDS EAST, A DISTANCE OF 213.73 FEET TO A SIX-INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY 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,

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[illegible][illegible]

PROPERTY BOUNDARY & TOPOGRAPHIC SURVEY		Drawn by _____
		Check by _____

EXHIBIT A

IRON GATE

PLANNED UNIT DEVELOPMENT ZONING

OVERALL LEGAL DESCRIPTION

PARCEL 1 DESCRIPTION:

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**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: October 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Bertolla Properties, LLC Pre-Zoning Amendment

PRESENT ZONING: RSF-2, Residential Single Family, Baldwin County District 15
PROPOSED PRE-ZONING: B-2(a), General Business Alternate
LOCATION: Southeast of the intersection of Austin Road and Alabama Highway 181
RECOMMENDATION: At the October 24, 2024 regular meeting of the City of Daphne Planning Commission, seven members were present, and the motion carried for a favorable recommendation for the above captioned pre-zoning amendment.

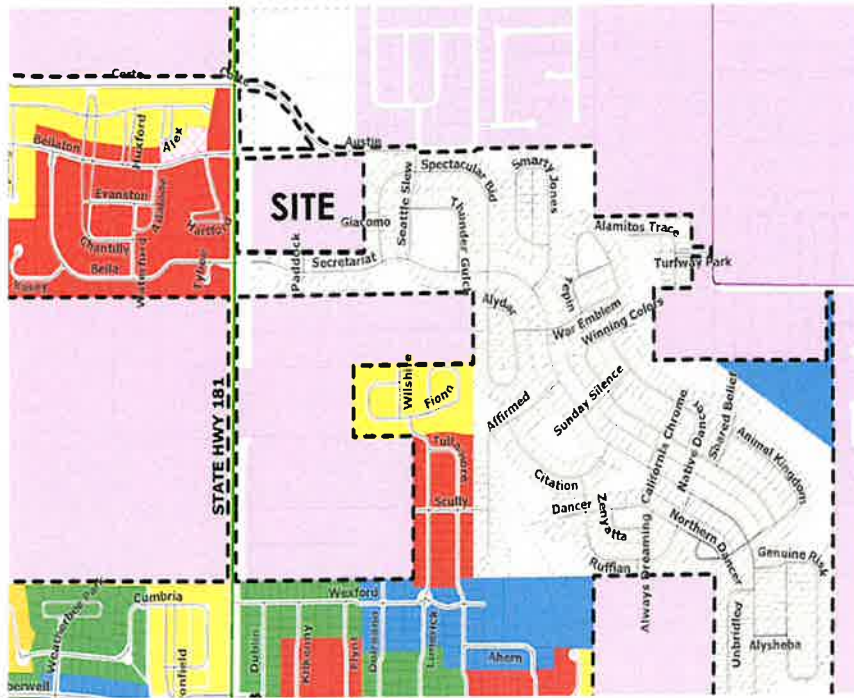
Attached please find the appropriate documentation and action of the Daphne Planning Commission.

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

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

BERTOLLA PROPERTIES, LLC PREZONING AMENDMENT



BERTOLLA, LLC

Prezoning Amendment

Zoning Classification:

RSF-2, Residential Single Family District in Baldwin County District 15 Planning Area

Surrounding Zonings/Uses:

- **North**-RSF-2, Residential Single Family District (PUD zoning subject to annexation-IronGate)
- **South and East**- PUD - Jubilee Farms
- **West**-R-3, High Density Single Family Residential/Bellatone

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

Staff Recommendation to PC:

Favorable

Proposed Zoning:

B-2(A), General Business Alternate

Development Concept:

General Business

Council District: 4

Existing Conditions:

25.22 acres

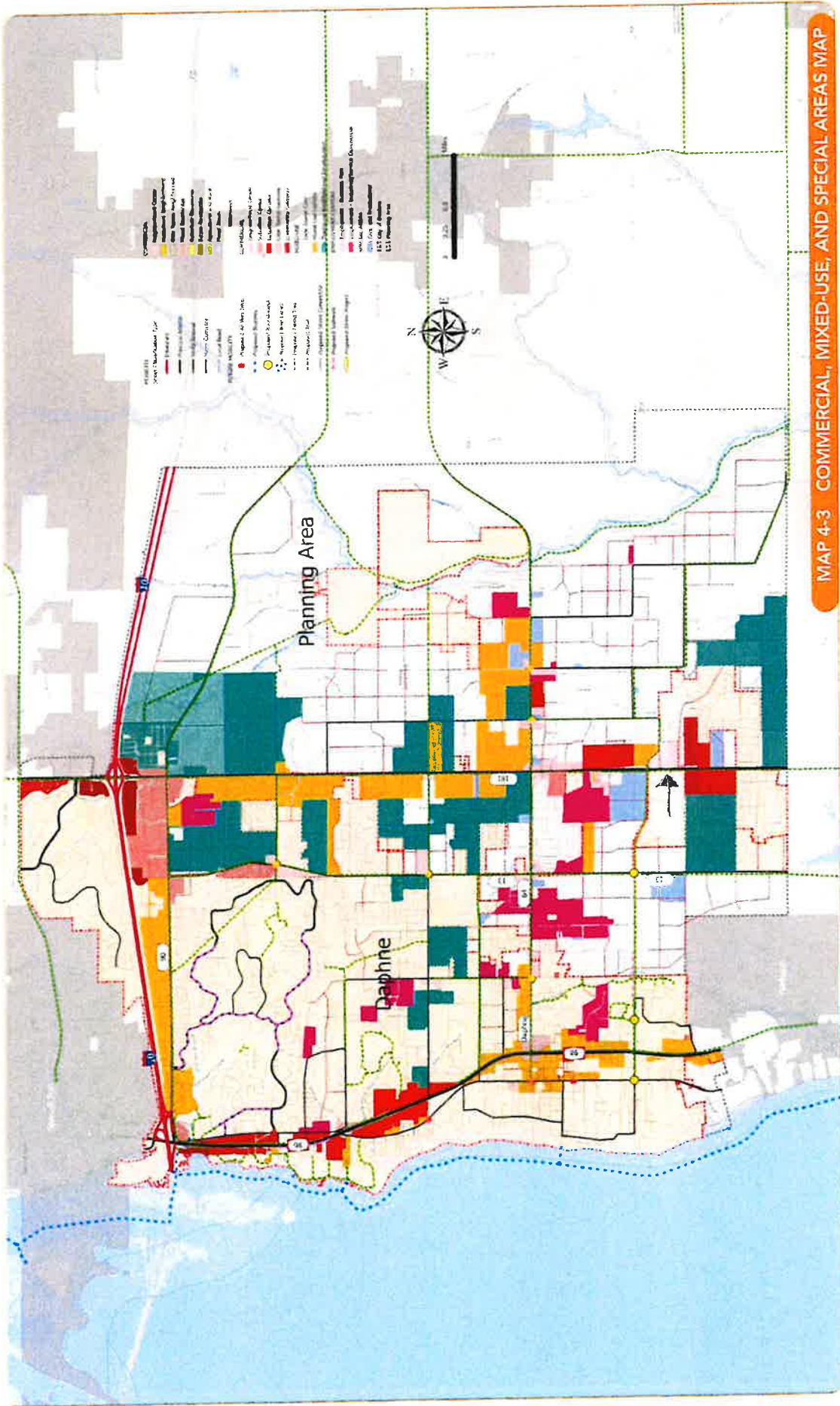
Planning Commission

Recommendation Favorable

PROPOSAL:

The applicant proposes to prezone the subject property to B-2(A), General Business Alternate. No specific use has been proposed at this time. The Envision Daphne 2042 Comprehensive Plan designates the parcel as Neighborhood Center. Commercial, office, and mixed use are the primary land uses permissible in the Neighborhood Center placetype and the secondary land uses are institutional, assembly, and single family attached. Uses permissible by right and by Planning Approval in the B-2(A) zoning classification would be consistent with the commercial and office uses that are allowed in the Neighborhood Commercial placetype. B-2(A) zoning classification would be considered consistent with the Comprehensive Plan. It would also be consistent with the commercial portion of the Irongate PUD and proposed master plan.

The City Council granted approval of the Irongate PUD zoning per Ordinance 2024-25. The site has not been annexed into the city yet; however, the annexation petition for said property received a favorable recommendation from the Planning Commission on October 24, 2024.



MAP 4-3 COMMERCIAL, MIXED-USE, AND SPECIAL AREAS MAP

NEIGHBORHOOD CENTER

A Neighborhood Center is a concentrated node of commercial buildings and activity, often at key intersections, which provides consumer goods and services to surrounding neighborhoods. Neighborhood centers provide a setting for a variety of residential, commercial, and institutional activities. The Neighborhood Center incorporates mixed commercial uses to encourage efficient use of infrastructure, allow for smaller lot development, and provide for close proximity to other public uses which may locate near the center such as schools, neighborhood parks, or other public and institutional uses. Neighborhood Centers may include professional offices, single and multi-family dwellings, small-scale commercial uses, and public open spaces and parks; all located within a concentrated area. Neighborhood Centers do not include uses which traditionally locate on high-volume commercial strips such as large retail outlets or heavy service commercial such as outdoor storage or intensive vehicle repair.

Opposite page: *Portrait of a woman*, 1953, oil on canvas, 100 x 150 cm. (Private collection)



Planned Characteristics

Primary Land Uses

Secondary Uses

Intensity Range

Development Policies

Commercial Office, Retail, Institutional, Family Single-Family, Attached

Very low-intensity use typically building systems not exceeding 30 percent of site

Low-intensity development

Medium-density mixed-use with low-intensity development permitted on smaller multi-unit sites

Medium-density use is encouraged

Essential Building Character

Building Placement
Should be built to face
Arden and street front of place.
Style: neoclassical

Essential Site Character

Parking and Access

Planned Characteristics

Amenities Plaza, steps, place, and more places access for all, need mobility, if not within a mile of a city park.	Mobility (see Future Mobility Network) Street Types Local, Collector, Arterial Encourage the mobility to be mobility for the people for the location, truly
---	---





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)

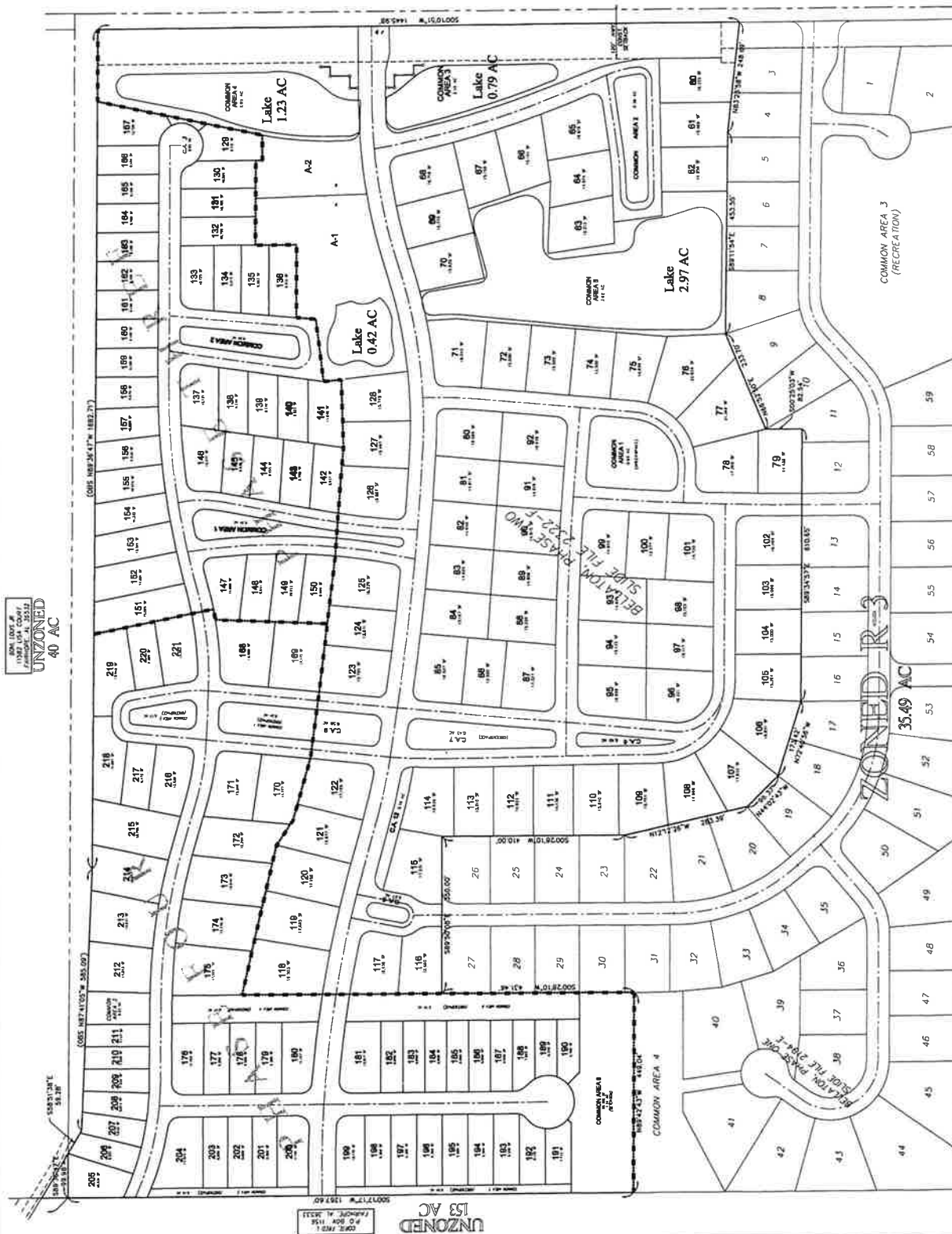


SITE SUMMARY
PHASE TWO, THREE & FOUR
TOTAL AREA 81.7 AC
TOTAL LOTS 164 (2 Units/Acre)
STREET LENGTH 14,745 L.F.

PARKS	7.14	AC	(6% of Total)
LAKES	5.41	AC	(7% of Total)
MISC./BUFFER	4.19	AC	(5% of Total)
TOTAL OPENSOURCE	16.74	AC	(20% of Total)

BELLATON
MASTER
PLAN

REVISÉ 04-23-2013



Adjacent Property Owners PIN #62440

Parcel Number	Pin	Owner Name	Address	City	State	Zip
05-43-07-26-0-000-004.003	295196	DOSS, MICHAEL ETAL DOSS, KERRI D	24523 AUSTIN RD	DAPHNE	AL	36526
05-43-07-26-0-000-004.001	203385	BERTOLLA PROPERTIES L L C	P O BOX 1527	DAPHNE	AL	36526
05-43-08-27-0-000-003.066	267766	BELLATON PROPERTY OWNERS ASSOCIATION INC	P O BOX 668	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 TH	25170 CO RD 13	DAPHNE	AL	36526
05-43-07-26-0-000-006.088	381802	JUBILEE FARMS OWNERS ASSOCIATION INC	25366 PROFIT DR	DAPHNE	AL	36526
05-43-07-26-0-000-006.180	382166	ANDREWS, KRISTIN K ETAL ANDREWS, C LAKIN AND LANDON	24633 SPECTACULAR BID LOOP	DAPHNE	AL	36526
05-43-07-26-0-000-006.078	381788	D R HORTON INC - BIRMINGHAM	13386 SHOSHONEY CIR	FAIRHOPE	AL	36532
05-43-07-26-0-000-006.183	382169	CARRILLO, DANIEL ROBERT ETAL CARRILLO, M AND ELISSA	24581 SPECTACULAR BID LOOP	DAPHNE	AL	36526
05-43-07-26-0-000-006.179	382165	CHEESE, MICHAEL A TENNESSEE INVESTMENT SERVICES TRUST	24645 SPECTACULAR BID LOOP	DAPHNE	AL	36526
05-43-07-26-0-000-006.182	382168	CHEESE, DARRYL DEMONE ETAL CHEESE, YOLAN AND DA D	24595 SPECTACULAR BID LOOP	DAPHNE	AL	36526
05-43-07-26-0-000-006.184	382170	TAYLOR, TERRY L	24571 SPECTACULAR BID LOOP	DAPHNE	AL	36526
05-43-07-26-0-000-006.181	382167	DONCEL ERICK AND DONCEL LINA PAOLA	24605 SPECTACULAR BID LOOP	DAPHNE	AL	36526
05-43-07-26-0-000-006.081	381791	D R HORTON INC - BIRMINGHAM	22500 TOWN CENTER AVE STE 103	SPANISH FORT	AL	36527
		SE CIVIL	9969 WINDMILL ROAD	FAIRHOPE	AL	36532

COMMUNITY DEVELOPMENT



October 11, 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 containing 25.22 acres +/- located southeast of the intersection of Alabama Highway 181 and Milton Jones Road 13 to be pre-zoned to B-2(a), General Business Alternate. A petition to annex said property has also been submitted.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, October 16, 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, October 24, 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 Pre-Zoning Amendment

APPLICATION & SUPPLEMENTAL INFORMATION



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Date Submitted Sept. 24, 2024

Application Number:

Planning Commission Public

ZA- or PZA- 24-09

Hearing Date: Oct. 24, 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): 62440

St. Hwy. 181 at Austin Road

Gross Site Area (acreage): 25.22 AC.

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

Current Zoning Designation(s):

Amended Request:

RSF-2

Initials: Date:

Current Land Use:

Vacant land

Anticipated Land Use:

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

See attached.

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

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

APPLICANT & AGENT INFORMATION

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

Name of Current Owner: Bertolla Properties, LLC

Mailing Address: PO Box 1527, Daphne AL. 36526

Phone/Fax:
E-mail:

Name of Authorized Agent: Aaron Collins (SE Civil)

Mailing Address: 9969 Windmill Road Fairhope AL. 36532

Phone/Fax: 251-990-6566
E-mail: acollins@secivileng.com

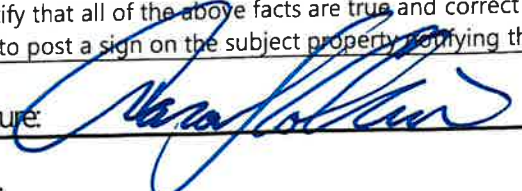
Name of Developer*:

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: 

Date 9/17/24

Agent's Signature:

Date

BERTOLLA PROPERTIES, LLC PRE-ZONING AND ANNEXATION

25.22 ACRES ±

BEGINNING AT A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE NORTHWEST CORNER OF COMMON AREA ONE OF JUBILEE FARMS, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2682-A, 2682-B, AND 2682-C, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 34 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID COMMON AREA AND LOT 32 THRU LOT 39, A DISTANCE OF 1240.44 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE SOUTHWEST CORNER OF JUBILEE FARMS, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2690-D, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS EAST, ALONG THE WEST LINE OF SAID JUBILEE FARMS, PHASE TWO, A DISTANCE OF 902.14 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 400.21 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 33 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 45.09 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN SOUTH 03 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 150.82 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 692.30 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 25.22 ACRES, MORE OR LESS.

[illegible]25.22 AC. ±
VACANT FIELD WITH SCATTERED PECAN TREES)

LEGAL DESCRIPTION
25.22 ACRES ±

SURVEYOR'S NOTES:

THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES. THEREFORE, THE SURVEY WAS MADE ON AUGUST 2017, AND IS RECORDED IN ELECTRONIC FIELD BOOK.

BLANKS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSIES, AND ARE BASED ON STATE SURVEYING PRACTICES AND STANDARDS. THE QUALITY OF THE SURVEYING AND PLATTING THE HEREON ABOVE CANNOT BE GUARANTEED.

THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE JANUARY 1, 2017.

- [illegible]

[illegible]

SURVEYOR'S CERTIFICATE

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

DAVID BISHAL PLS NO. 28074 DATE 08-22-2014

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

FLOOD STATEMENT
PROPERTY LIES IN FLOOD ZONE "A (UNSHADEL)"
AS SCALED FROM FLOOD INSURANCE RATE MAP
NUMBER 0100200528A COMMUNITY NUMBER
015000 PANEL 0855 SUFFIX "N" MAP R1W5L0
DATE APRIL 19 2019

EQUILIBRIUM PROPERTIES OF POLYISOPRENE

- [illegible]

FLOOD STATEMENT

PROPERTY LIES IN FLOOD ZONE "A" (UNSPRAID)
AS SCALED FROM FLOOD INSURANCE RATE MAP
NUMBER 0100300500 COMMUNITY NUMBER
015000 PANEL 0855 SUFFIX "N" MAP R(WLSO)
DATE APRIL 19 2019

S.E. Civil
Engineering
& Surveying
10000 Highway 44, Suite
200, Jacksonville, FL 32217
(904) 766-0000

PROPERTY BOUNDARY SURVEY

BERTOLLA PROPERTIES, LLC

[illegible]

VACANT FIELD WITH SCATTERED PECAN TREES)

Current Zoning: RSF--2 (B.C.)

Proposed Zoning: B-2A (Daphne)

LEGAL DESCRIPTION
25.22 ACRES ±

[illegible]

SURVEYOR'S CERTIFICATE

DAVID T. BERN ALP'S NO. 13014 DATE 08-27-2014

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

FLOOD STATEMENT
PROPERTY LIES IN FLOOD ZONE "X (UNSHADED)"
AS SCALED FROM FLOOD INSURANCE RATE MAP
NUMBER D1003C06534, COMMUNITY NUMBER
D15000, PANEL 0622, SUFFIX "U". MAP REVISED

PROPERTY BOUNDARY SURVEY

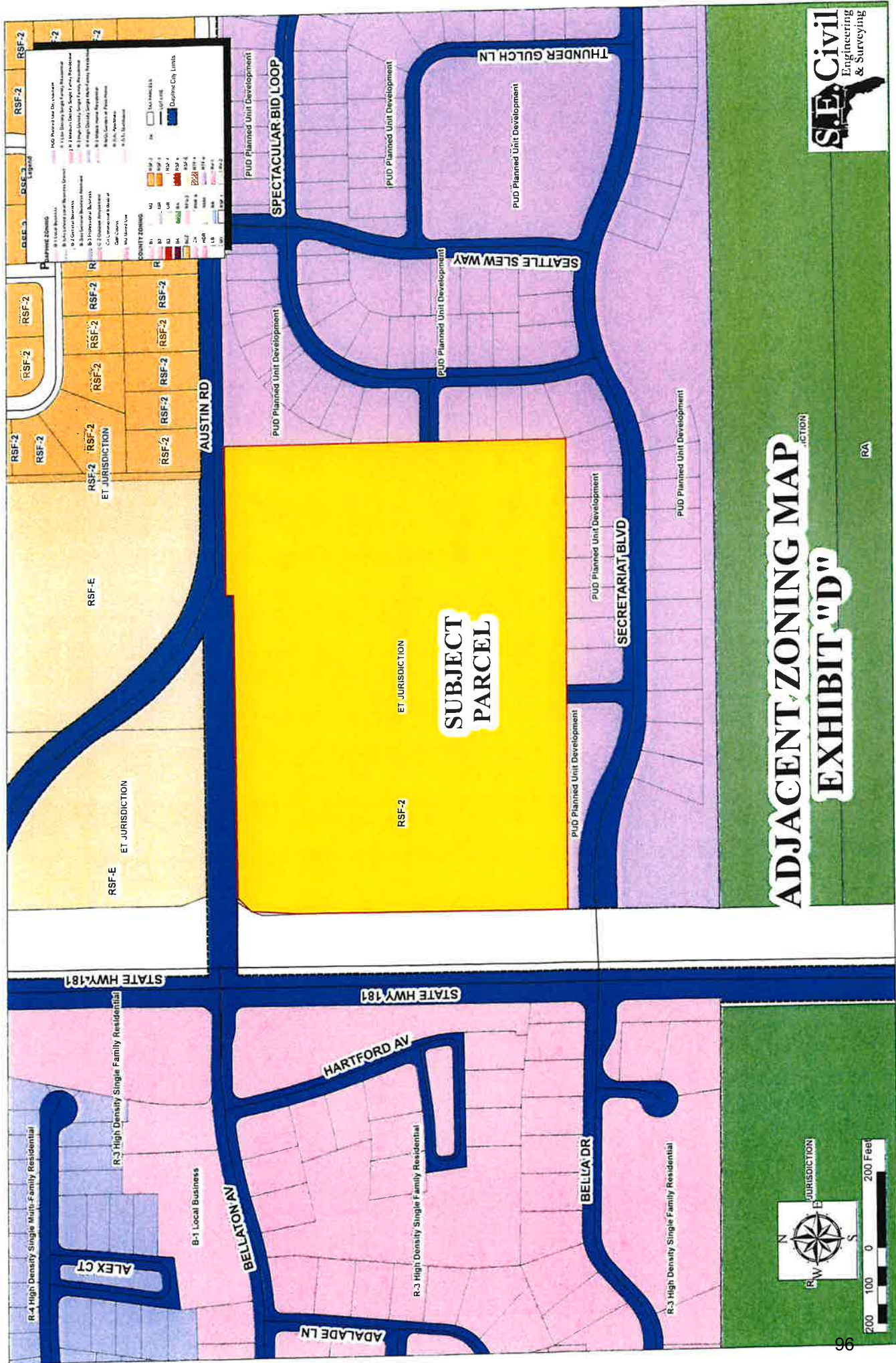
BERTOLLA PROPERTIES, LLC



S.E. Civil
Engineering
& Surveying
P.O. Box 1000
St. Louis, MO 63103
(314) 435-2244

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ADJACENT ZONING MAP EXHIBIT "D"

RA

BERTOLLA PROPERTIES, LLC
PRE-ZONING AND ANNEXATION

25.22 ACRES ±

BEGINNING AT A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE NORTHWEST CORNER OF COMMON AREA ONE OF JUBILEE FARMS, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2682-A, 2682-B, AND 2682-C, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 34 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID COMMON AREA AND LOT 32 THRU LOT 39, A DISTANCE OF 1240.44 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE SOUTHWEST CORNER OF JUBILEE FARMS, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2690-D, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS EAST, ALONG THE WEST LINE OF SAID JUBILEE FARMS, PHASE TWO, A DISTANCE OF 902.14 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 400.21 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 33 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 45.09 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN SOUTH 03 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 150.82 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 692.30 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 25.22 ACRES, MORE OR LESS.

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: October 28, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Bertolla Properties, LLC Annexation Petition

A handwritten signature in black ink, appearing to be "Aj", located next to the "FROM:" line.

PRESENT ZONING: RSF-2, Residential Single Family, Baldwin County District 15

LOCATION: Southeast of the intersection of Austin Road and Alabama Highway 181

RECOMMENDATION: At the October 24, 2024 regular meeting of the City of Daphne Planning Commission, seven members were present and the motion carried for a favorable recommendation for the above mentioned annexation petition.

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

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

Thank you,
ADJ/jv

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

BERTOLLA PROPERTIES, LLC ANNEXATION PETITION

BERTOLLA PROPERTIES, LLC ANNEXATION REQUEST

The applicant proposes to annex the subject property into the corporate limits. The site meets the contiguity requirement because it abuts land that is already in the City including Jubilee Farms subdivision, Highway 181 and the old portion of Austin Road, a road right-of-way which is inside the Daphne city limits.

RECOMMENDATIONS

The Comprehensive Plan identifies the city's Expansion Priorities. Expansion priorities are all areas the City desires to annex in the near future. The subject property is in Expansion Area 2, therefore, staff recommends that the Planning Commission render a favorable recommendation to Council to annex this property into the City of Daphne. On October 24, 2024, the Planning voted unanimously to set forth a favorable recommendation.

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

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

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

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

APPLICATION & SUPPLEMENTAL INFORMATION

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

(_____)
The undersigned corporation, BERTOLLA PROPERTIES, LLC, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, PID# 05-43-07-26-0-000-006.000, 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: B-2(A)

Any other conditions which may apply upon annexation: _____

Contingent upon the simultaneous vacation of Old Austin Road.

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

DATED this 22nd day of August, 2024

Respectfully submitted,

Name of Corporation Bertola Properties LLC

By: Alexander A. Bertola

Its: Sole Member

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jessica M. McDill, the undersigned Notary Public in and for said county and state, hereby certify that Alexander A. Bertola whose name as Sole Member of Bertola 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 22nd day of August, 2024.

Jessica M. McDill
NOTARY PUBLIC

My commission expires: 9/16/2027

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: _____

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 single or multiple parcels under single or multiple ownership.
Circle appropriate response: 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: _____

SELECT ONE OF THE FOLLOWING OPTIONS

- ☒ Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): B-2(A), 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 OR principle of corporation's designee:

Bertolka Properties, L.L.C.
Signature: Alexander A. Bertolka Signature: _____
Printed Name: Alexander A. Bertolka Printed Name: _____
Mailing Address: P.O. Box 1527 Mailing Address: _____
Daphne, AL 36526

3

BERTOLLA PROPERTIES, LLC PRE-ZONING AND ANNEXATION

25.22 ACRES ±

BEGINNING AT A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE NORTHWEST CORNER OF COMMON AREA ONE OF JUBILEE FARMS, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2682-A, 2682-B, AND 2682-C, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 34 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID COMMON AREA AND LOT 32 THRU LOT 39, A DISTANCE OF 1240.44 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE SOUTHWEST CORNER OF JUBILEE FARMS, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2690-D, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS EAST, ALONG THE WEST LINE OF SAID JUBILEE FARMS, PHASE TWO, A DISTANCE OF 902.14 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 400.21 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 33 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 45.09 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN SOUTH 03 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 150.82 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 692.30 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 25.22 ACRES, MORE OR LESS.



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: October 24, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 

SUBJECT: Bertolla Properties, LLC Vacation of Right-of-Way

LOCATION: East of the intersection of Austin Road and Alabama Highway 181

RECOMMENDATION: At the October 24, 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 vacation of right-of-way.

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.

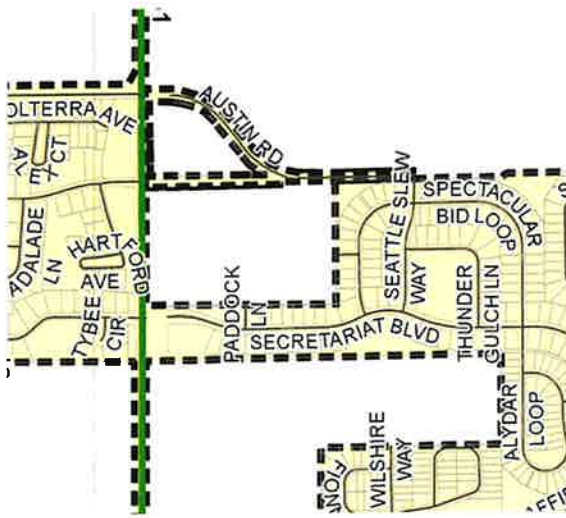
Thank you,
ADJ/jv

1. Community Development Report and Supplemental Documents
2. Vacation of Right-of Way
3. Legal Description (Exhibit A)
4. Boundary Survey (Exhibit B)
5. Adjacent Property Owners List

BERTOLLA PROPERTIES, LLC VACATION OF RIGHT OF WAY

VACATION OF RIGHT OF WAY

The applicant proposes to vacate the old portion of the Austin Road Right of Way. It has been barricaded off since the construction of the bridge (also during the construction of the bridge) along Highway 181 was completed and since the new portion of Austin Road opened to travelers.



ARTICLE XXIV

VACATION OF EASEMENT AND/OR RIGHT-OF-WAY

24-1 PROCEDURE

The City Council may, from time to time, after examination and review thereon, amend, supplement, or change the subdivision requirements in regard to easements and right-of-ways provided herein or subsequently established, whether initiated by the Planning Commission, or any person, firm, or a corporation shall be treated in accordance with the following procedure:

- a) An application on the prescribed form shall be submitted in writing to the Department of Community Development thirty (30) days prior to the regularly scheduled meeting of the Planning Commission and must be accompanied by an adjacent property owners list, warranty deed (proof of ownership), legal description of subject property, current survey, and a map of the subject property.
- (b) The application shall be reviewed by the Planning Commission at its next regular meeting.
- (c) Said Commission before enacting any amendment to this Ordinance, a public hearing thereon shall be held by the Planning Commission with proper notice as required by law. Due notice shall also be given to the parties in interest of the date, time, and place of said hearing.

Said notice of a vacation of easement or right-of-way shall be published in full for one (1) insertion in a newspaper of general circulation published in the municipality prior to the said public hearing by the City Council.

- (d) Said easement or right-of-way shall be vacated and/or relocated upon the recommendation of the Planning Commission and the acceptance by resolution of the City Council.
- (e) Any petition for vacation of easement and/or right-of-way may be withdrawn prior to action thereon by the Planning Commission or City Council at the discretion of the owner, authorized representative, firm, or corporation initiating such a request upon written notice to the Planning Coordinator in the Department of Community Development or City Clerk in the City Clerk's Office, whichever is applicable.

24-2 FEES

An application to the Planning Commission for vacation of easement and/or right-of-way shall be accompanied by the appropriate fee as more specifically enumerated in *Article 34, Schedule of Fees*.

APPLICATION & SUPPLEMENTAL INFORMATION

COMMUNITY DEVELOPMENT



October 11, 2024

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A Petition for VACATION OF RIGHT-OF-WAY will be considered by the Daphne Planning Commission. The request, if approved, would authorize the vacation of the old portion of Austin Road located due south of the intersection of Austin Road and Alabama Highway 181, and the new portion of Austin Road. Said right-of way is 1.40 acres in area.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code Sections 23-4-20 and 35-2-54. 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, October 16, 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, October 24, 2024 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, by fax or by representation.

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

Bertolla Properties, LLC Vacation of the Old Portion of Austin Road

APO's R/W Vacation Old Austin Road

Parcel Number	Pin	Owner Name	Address	City	State	Zip
05-43-07-26-0-000-005.000	3718	BONI, SHARON O ETAL BONI, JOHN	1365 ORCHARD AVE	NEW KENSINGTON	PA	15068
05-43-08-27-0-000-004.011	284217	BELLATON PROPERTY OWNERS ASS	P O BOX 668	DAPHNE	AL	36526
05-43-07-26-0-000-005.001	256935	BONI, THELMA MARIE AS PERSONA	25170 CO RD 13	DAPHNE	AL	36526
05-43-07-26-0-000-006.000	62440	BERTOLLA PROPERTIES L L C	PO BOX 1527	DAPHNE	AL	36526



Vacation of Right-of-Way Application

OFFICE USE ONLY	Application Number: VOR-01	Date Submitted: Sept. 24, 2024
Planning Commission Decision:		Date Presented: Oct. 24, 2024
Date Submitted to City Clerk:		
Council Resolution Approval Date:		RESOLUTION NUMBER#

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

Property Owner(s): Bertolla Properties, L.L.C.

If owner is an LLC or LLP, list managing member: Alexander A. Bertolla, Sole Member

Mailing Address: P. O. Box 1527, Daphne, Alabama 36526

Daytime Phone: 251-990-7722

Alternate Phone: 251-610-0031

Fax:

Location:

Subdivision:

Lot(s):

Unit or Phase:

Reason for request: Vacate a closed portion of Austin Road

To the best of your knowledge, are any utilities in the right-of-way or ingress/egress easement (including drainage ditches or pipes)?

Check each item included:

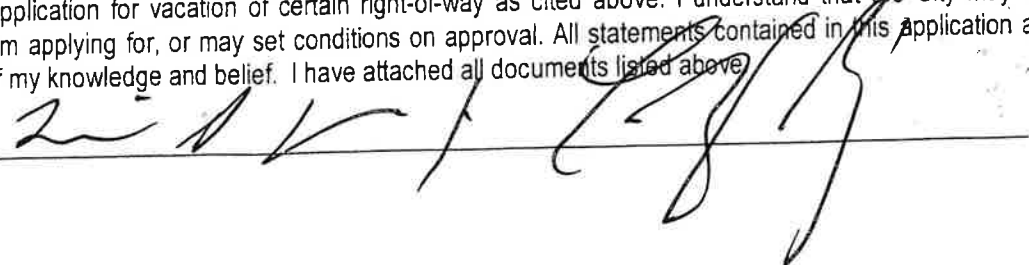
- ☒ Completed application form with non-refundable fee
- ☒ Notarized Declaration of Vacation of Right-of-Way completed by the applicant(s)
- ☒ Recorded subdivision plat or recording instrument by which such right-of-way or easement was dedicated
- ☒ Metes and bounds description of the property to be vacated & calculations of the total area in square feet
- ☒ 1 copy of a survey of the area proposed to be vacated prepared by an Alabama registered surveyor
- ☒ Right of Way Release Form from City of Daphne Division of Public Works
- ☒ Completed Easement Release Form from applicable utility providers:
 - ☐ Utilities Board of the City of Daphne (Daphne Utilities)
 - ☐ Park City Water Authority
 - ☐ Belforest Water System
 - ☐ Utilities Board of the City of Foley (Riviera Utilities)
 - ☐ AT&T
 - ☐ Cable Company (Mediacom)
 - ☐ Other _____
 - ☐ Property Owners Association or similar body (if applicable)

☒ List of adjacent property owners. Also attach mailing address labels

☒ Completed Consent to Vacate forms from all owners abutting the right-of-way that is to be vacated

I hereby make application for vacation of certain right-of-way as cited above. I understand that the City may not approve what I am applying for, or may set conditions on approval. All statements contained in this application are true to the best of my knowledge and belief. I have attached all documents listed above.

Signature/Date:



PETITION TO VACATE
A PORTION OF AUSTIN ROAD RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, SHARON O. BONI, JOHN CHRISTOPHER BONI, FREDERICK G. BONI, JR., THOMAS F. L. BONI, and BERTOLLA PROPERTIES, L.L.C. (hereinafter sometimes referred to collectively as the "Petitioners"), hereby petition the City of Daphne, Alabama to adopt a resolution vacating all of the public rights in and to a portion of Austin Road, created by instruments recorded at Real Property Book 391, Pages 1306-1307, and Instrument 1107111 in the Office of the Judge of Probate in Baldwin County, Alabama. In support of this petition, your Petitioners would show the following, to-wit:

1. That Petitioners are all the owners of the fee simple title to the property which abuts or touches the closed portion of Austin Road that they hereby seek to vacate, which is more particularly described as follows, to-wit:

COMMENCE AT THE RECORD LOCATION OF A RAILROAD
SPIKE MARKER AT THE NORTHWEST CORNER OF
SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST,

PETITION TO VACATE A
PORTION OF AUSTIN ROAD
Page 1 of 10

BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 1300.23 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 243.85 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 AND THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 698.62 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 60 DEGREES 24 MINUTES 04 SECONDS EAST, A DISTANCE OF 119.65 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A CONCRETE MONUMENT FOUND ON THE AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY AND THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN NORTH 00 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING. CONTAINING 1.4 ACRES, MORE OR LESS (hereafter "Closed Portion of Austin Road").

2. A survey of the Closed Portion of Austin Road herein at issue is attached hereto as Exhibit "A" and incorporated herein by reference.

3. The Closed Portion of Austin Road is located within the corporate limits of the City of Daphne, Alabama.

4. It is in the interest of the public that the Closed Portion of Austin Road be vacated.

5. The vacation requested hereby shall not deprive other property owners of convenient and reasonable means of ingress and egress to and from their property.

6. That Petitioners, pursuant to Act No. 73-386 of the Alabama Legislature and Section 23-4-20 of the Code of Alabama (2016 Repl. Vol.), herein desire to vacate the public's rights in and to the above-described right-of-way and, pursuant to applicable law, to destroy the force and effect of the dedication thereof and to divest all public rights therefrom.

7. That the owners of the lands abutting the portion of the right-of-way to be vacated are the Petitioners, as depicted on Exhibit "B" hereto, and whose addresses are as follows:

SHARON O. BONI
1365 Orchard Avenue
New Kensington, Pennsylvania 15068;

JOHN CHRISTOPHER BONI
1365 Orchard Avenue
New Kensington, Pennsylvania 15068;

FREDERICK G. BONI, JR.
25170 County Road 13
Daphne, Alabama 36526;

THOMAS F. L. BONI
1208 Belle Chene Drive
Mobile, Alabama 36693-4511; and

BERTOLLA PROPERTIES, L.L.C.
P. O. BOX 1527
Daphne, Alabama 36526.

8. That the names and addresses of utilities known to have infrastructure within the portion of the right-of-way to be vacated, whose rights are not impaired by the vacation sought hereunder pursuant to Code of Alabama § 23-4-20, are as follows:

BELFOREST WATER SYSTEM, INC. (water only)
980 County Road 64
Daphne, Alabama 36526

DAPHNE UTILITIES (gas only)
900 Daphne Avenue
Daphne, Alabama 36526

AT&T
Attn: Wade Mitchell
2001 Main Street
Daphne, Alabama 36526

RIVIERA UTILITIES
413 East Laurel Avenue
Foley, Alabama 36535

WHEREFORE, the Petitioners, constituting the owners of the fee simple title to the property abutting or touching the Closed Portion of Austin Road, being desirous that the subject right-of-way be vacated and annulled pursuant to the provisions of Section 23-4-20, et seq., of the Code of Alabama (2016 Repl. Vol.), do, by the execution hereof, petition the City of Daphne, Alabama to set their petition for public hearing; that such public hearing will be held following notice being given by the City as follows: (a) the posting of a notice in a reasonable location or by any other reasonable method of notice to the public of such hearing for a period of thirty (30) days pursuant

to Section 36-25A-3 of the Code of Alabama (2013 Repl. Vol.); (b) publication of notice once a week for three (3) consecutive weeks in The Courier, a newspaper of general circulation published in Baldwin County, Alabama which is nearest the right-of-way which is the subject of the proposed vacation pursuant to Act No. 73-386 of the Alabama Legislature; and (c) mailing of notice of public hearing to the abutting owners and utilities, if any, by U.S. mail at least thirty (30) days prior the scheduled meeting pursuant to Section 23-4-20(a) of the Code of Alabama (2016 Repl. Vol.); upon such consideration of the petition, to adopt a resolution vacating the above-described portion of the subject right-of-way pursuant to Section 23-4-2(b) of the Code of Alabama, which resolution shall be thereafter recorded in the Office of the Judge of Probate; and publication of notice of the action taken upon this petition in The Courier within fourteen (14) days of the adoption of any such resolution.

[Remainder of page intentionally blank. Signature pages follow.]

BERTOLLA PROPERTIES, L.L.C.

By: _____

Alexander A. Bertolla,
As Its Sole Member

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Jessica M. McDill, a Notary Public, hereby certify that Alexander A. Bertolla whose name as Sole Member of **BERTOLLA PROPERTIES, L.L.C.**, an Alabama limited liability company, 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, as such member and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal this 11 day of September, 2024.

Jessica M. McDill
NOTARY PUBLIC
My Commission Expires: 9/16/2027



Sharon O. Boni (SEAL)
Sharon O. Boni

STATE OF PA

COUNTY OF BUTLER

I, VANCE WAGNER, a Notary Public,
hereby certify that **SHARON O. BONI**, whose name 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, she executed the same voluntarily on the day the same
bears date.

Given under my hand and seal this 20 day of
SEPT, 2024.

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

John Christopher Boni (SEAL)
John Christopher Boni

STATE OF PA

COUNTY OF BUTLER

I, VANCE WAGNER, a Notary Public,
hereby certify that **JOHN CHRISTOPHER BONI**, whose name 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 executed the same voluntarily on the day the same
bears date.

Given under my hand and seal this 20 day of
Sept, 2024.

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

Frederick G. Boni, Jr. (SEAL)
Frederick G. Boni, Jr.

STATE OF Alabama

COUNTY OF Baldwin

I, Sydney Marie Hulett, a Notary Public, hereby certify that **FREDERICK G. BONI, JR.**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19 day of September, 2024.

Sydney Marie Hulett
NOTARY PUBLIC
My Commission Expires: Feb 18 2026

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

PETITION TO VACATE A
PORTION OF AUSTIN ROAD
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Thomas F. L. Boni

(SEAL)

STATE OF Alabama

COUNTY OF Baldwin

I, Sydney Marie Hulet, a Notary Public, hereby certify that **THOMAS F. L. BONI**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23 day of September, 2024.

Sydney Marie Hulet
NOTARY PUBLIC
My Commission Expires: Feb 18 2026

00041086.WPDver2

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

PETITION TO VACATE A
PORTION OF AUSTIN ROAD
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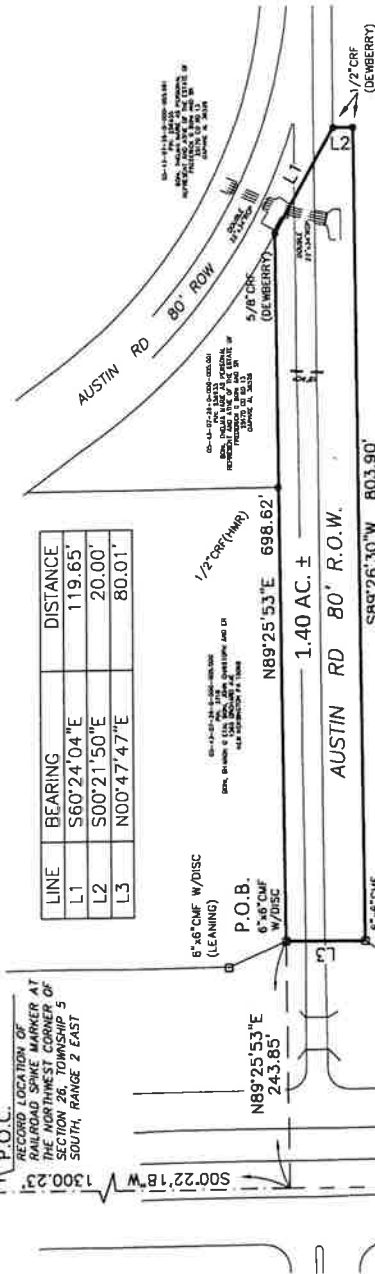
EXHIBIT A

AUSTIN ROAD VACATION

22 23
27 26

P.O.B. LOCATION OF
RAILROAD SPIKE MARKER AT
SECTION 26, TOWNSHIP 5
SOUTH, RANGE 2 EAST

LINE	BEARING	DISTANCE
L1	S60°24'04"E	119.65'
L2	S00°21'50"E	20.00'
L3	N00°47'47"E	80.01'



SURVEYOR'S NOTES:

1. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
2. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
3. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
4. SURVEY WAS CONDUCTED ON JUNE, 2024, AND IS RECORDED IN AN ELECTRONIC FIELD BOOK.
5. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSES, AND ARE BASED ON STATE PLANE GRID, ALABAMA WEST ZONE USING GPS OBSERVATIONS.
6. NO TITLE SEARCH OR REPORT WAS PROVIDED FOR THIS SURVEY.
7. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE JANUARY 1, 2017.

SURVEYOR'S CERTIFICATE

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

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 1300.23 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 243.85 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 AND THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 698.62 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 60 DEGREES 24 MINUTES 04 SECONDS EAST, A DISTANCE OF 119.65 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A CONCRETE MONUMENT FOUND ON THE AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY AND THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN NORTH 00 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.40 ACRES, MORE OR LESS.

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

WITNESS MY HAND THIS THE 29 DAY OF , 2024.

David E. Diehl

S.E. CIVIL ENGINEERING AND SURVEYING
SURVEYOR: DAVID E. DIEHL, PLUS ALABAMA LICENSE # 26014
SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.



LEGEND

- CRF - CAPPED REBAR FOUND
- CMF - CONCRETE MONUMENT FOUND
- R.O.W. - RIGHT-OF-WAY
- AC - ACRE
- RCF - REINFORCED CONCRETE PIPE



BOUNDARY SURVEY
FOR R.O.W. VACATION

BERTOLLA PROPERTIES, LLC

S.E. Civil
Engineering
& Surveying
www.secivil.com
1000 1st Ave N
Tomball, TX 77480

Drawn: SED
Check: DED
Prod: MGR BDD
Scale: 1"=120'
Proj: G1 2023.008
File: MASON DOWBT
Sheet: 1 OF 1

Exhibit B

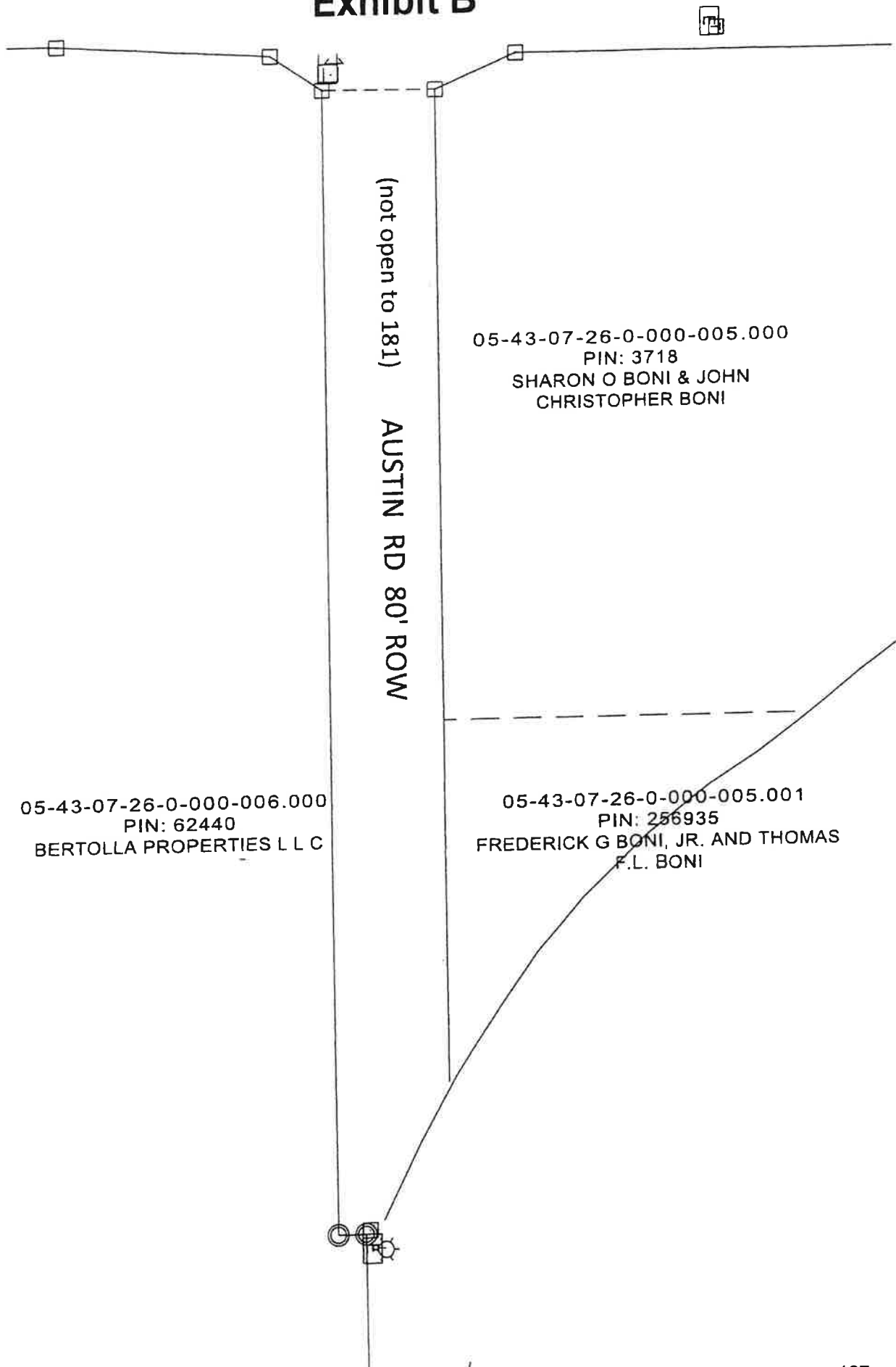


EXHIBIT A

AUSTIN ROAD VACATION

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 1300.23 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 243.85 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 AND THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 698.62 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 60 DEGREES 24 MINUTES 04 SECONDS EAST, A DISTANCE OF 119.65 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A CONCRETE MONUMENT FOUND ON THE AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY AND THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN NORTH 00 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.40 ACRES, MORE OR LESS.

December 2, 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 President Ron Scott called the meeting to order at 6:01pm.

2. **ROLL CALL:**

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

Also Present: Patrick Dungan, City Attorney; Candace Antinarella, City Clerk; Chief Tacon, Fire; Chief Gulsby, Police; Adrienne Jones, Planning; Charlie McDavid, Recreation; Emmie Powell, Library; Ange Baggett, Marketing/Tourism; BJ Eringman, Public Works; Troy Strunk, City Development; Stella Hawks, Junior City Councilmember; Lakyn Coggin, Junior City Councilmember; Dareon Maynard, Junior City Councilmember; Abby English, Junior City Councilmember; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Council President Ron Scott.

RECOGNITION: Chief Gulsby and Councilman Scott recognized Corporal Tim Birt, Police, on his retirement.

PROMOTION: Chief Gulsby recognized Corporal Joshua Voelker on his promotion in the Police Department.

PROMOTION: Chief Gulsby recognized Telecommunicator II Megan Quites on her promotion in the Police Department.

3. **APPROVE THE MINUTES:**

The minutes from the November 18, 2024 regular meeting were approved.

4. **REPORT OF STANDING COMMITTEES:**

A. **FINANCE COMMITTEE**

Councilwoman Phillips said the minutes from the November 18th meeting are in the packet and gave the Treasurer's Report for October 2024: Unrestricted Fund Balance-\$27,043,149; Total Cash Balance-\$46,222,273; Sales tax for September 2024 -\$2,222,606.95; Lodging Tax for September 2024-\$119,047.51; Debt Summary for October 2024: Warrants-\$30,808,902; Capital Leases: General Fund-\$386,274; Enterprise Fund -\$377,309.

MOTION by Councilwoman Phillips to amend the FY 2025 personnel budget to remove the Part-Time Corrections Officer and to upgrade (2) Corrections Officer I positions to (2) Corrections Officer II positions as of 1/9/2025. No second was needed.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Phillips to authorize the Mayor to enter into an agreement with ALDOT for the Sidewalk on Pollard Road – Project No. TAPAA – TA25(927); CPMS Ref#100079677. No second was needed.

MOTION CARRIED UNANIMOUSLY.

B. **BUILDINGS & PROPERTY COMMITTEE**

Councilman Goodlin said the next meeting is December 9th at 5:15pm.

C. **PUBLIC SAFETY COMMITTEE**

Councilman Hughes said the next meeting is December 9th at 4:30pm.

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D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Olen said the next meeting is January 6th at 4:30pm.

E. PUBLIC WORKS COMMITTEE

Councilwoman Conaway said the next meeting is January 6th at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Mrs. Jones said there is no report.

B. Daphne Public School Commission

Councilwoman Conaway said the next meeting is January 27th at 5:30pm at Daphne East Elementary School.

C. Downtown Redevelopment Authority

Councilwoman Conaway said the next meeting is December 3rd at 5:30pm.

D. Industrial Development Board

Councilman Scott said the next meeting is December 17th at 4:30pm.

E. Library Board

Councilman Goodlin said the December meeting is cancelled and the next meeting is January 9th at 4:30pm at the Library.

F. Planning Commission

Councilman Olen said the next meeting is December 19th at 5:00pm.

G. Recreation Board

Councilman Hughes said the next meeting is January 8th at 6:00pm.

H. Utility Board

Councilman Coleman said the next meeting is December 4th at 5:00pm.

6. PUBLIC PARTICIPATION:

Public participation opened at 6:15pm.

Victoria Phelps, Worchester Drive, congratulated the City on the new animal shelter opening. She said the rezoning up for vote on the agenda seems like a reasonable request.

Public participation closed at 6:17pm.

7. MAYOR'S REPORT:

Mayor LeJeune was absent.

8. CITY ATTORNEY REPORT:

City Attorney said there was no report.

**December 2, 2024
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9. DEPARTMENT HEAD COMMENTS:

Chief Gulsby, Police, said the Police Department will start vital health scans soon and mentioned the department is going through low light firearms training.

Chief Tacon, Fire, gave the Fire Month Prevention statistics.

Ange Baggett, Marketing and Tourism, updated everyone on the upcoming Christmas events.

Emmie Powell, Library, shared about upcoming Christmas events at the Library including the New Year's Eve party on December 31st.

BJ Eringman, Public Works, thanked Public Works' staff for their work on the Christmas preparations and reminded everyone that Belrose will be closed soon to install a traffic calming device.

Abby English, Junior Council, said the next meeting is December 11th at 5:00pm and that Junior Council will be involved in the City's Christmas events.

10. CITY CLERK'S REPORT:

City Clerk thanked the Junior Council for their help decorating Chambers and shared about the recent election training she attended.

**MOTION by Councilwoman Conaway to approve the Women's Care Medical Center Walk for Life on March 15, 2025 from 8:00am – 10:00am at Village Point Park. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

11. RESOLUTIONS:

2024 – 53 – Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – Temporary Animal Kennel Trailer

2024 – 54 - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – 2006 Ford, 2000 Ford, 2006 Chevy, 2014 Dodge and 2006 Ford

2024 – 55 - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – Tables

**MOTION by Councilwoman Conaway to waive the reading of Resolutions 2024-53, 2024 – 54 and 2024-55. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to adopt Resolutions 2024-53, 2024 – 54 and 2024-55. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

12. 2ND READ ORDINANCES:

2024 – 37 – Ordinance to Re-Zone Property Located Southeast of Champions Way and Alabama Highway 181

2024 – 38 – An Ordinance for Community Grants

December 2, 2024
CITY COUNCIL MEETING
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6:00 P.M.

MOTION by Councilman Hughes to waive the reading or Ordinance 2024-37. Seconded by Councilman Goodlin. Councilwoman Phillips reminded the Council of the comments from citizens. Councilman Scott discussed another neighborhood that was built around the same type zoning. Councilwoman Conaway said she is concerned about traffic.

Councilman Olen	Aye
Councilman Scott	Aye
Councilman Coleman	Aye
Councilman Goodlin	Aye
Councilman Hughes	Aye
Councilwoman Conaway	Nay
Councilwoman Phillips	Nay

MOTION CARRIED.

MOTION by Councilman Hughes to waive the reading of Ordinance 2024-38. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Goodlin to adopt Ordinance 2024-38. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

13. 1ST READ ORDINANCES:

2024 – 39 – An Ordinance Adopting Classification and Compensation Plan

2024 – 40 – Ordinance Granting Non-Exclusive Authorization to Baldwin County Sewer Service, LLC for the Purpose of Constructing and Maintaining a Sanitary Sewer System within Certain Public Rights-of-Way within the City of Daphne, Alabama

14. COUNCIL COMMENTS

Councilwoman Phillips thanked all involved in the Christmas decorations.

Councilman Hughes congratulated Tim Birt on his retirement.

Councilman Olen congratulated Tim Birt on his retirement and thanked all involved with the Christmas decorations and events.

Council President Scott congratulated Councilman Hughes on a hunting success and thanked City employees for their work.

15. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:39PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, MMC, City Clerk

Ron Scott, Council President

City of Daphne Building Department

2020 / 2021 / 2022 / 2023 / 2024 Comparison Report

	Fees Collected					Permits Issued					CO's Issued				
	2021	2022	2023	2024	2025	2021	2022	2023	2024	2025	2021	2022	2023	2024	2025
Oct	\$94,131.53	\$84,303.63	\$47,086.96	\$ 83,607.35	\$ 143,569.06	357	308	192	223	213	31	40	28	32	17
Nov	\$109,387.14	\$91,672.49	\$50,279.03	\$ 27,758.62	\$58,210.00	378	351	286	166	142	30	30	36	23	12
Dec	\$101,471.36	\$128,605.99	\$57,070.59	\$ 40,344.17		383	296	216	181		43	53	36	33	
Jan	\$132,049.79	\$259,810.62	\$33,804.54	\$ 163,953.56		372	350	152	295		24	36	33	25	
Feb	\$97,396.64	\$129,315.56	\$44,081.76	\$ 84,412.27		350	292	169	229		32	32	31	23	
Mar	\$95,472.42	\$116,358.20	\$30,603.28	\$ 57,825.99		391	431	181	240		52	84	44	24	
Apr	\$80,088.89	\$60,816.35	\$76,873.19	\$ 171,191.80		373	324	212	348		40	42	27	15	
May	\$101,848.37	\$65,454.25	\$147,875.62	\$ 207,947.06		380	306	288	368		42	48	20	30	
June	\$100,508.32	\$147,395.66	\$234,524.02	\$ 58,420.91		394	355	308	232		50	34	25	43	
July	\$78,547.74	\$87,733.72	\$100,809.42	\$ 69,318.38		408	305	267	273		29	23	13	33	
Aug	\$59,376.50	\$61,504.63	\$60,342.37	\$ 181,357.78		309	299	192	239		30	19	4	29	
Sept	\$93,879.09	\$140,065.18	\$108,322.22	\$ 189,261.78		442	328	277	344		48	40	34	20	
Total	\$1,144,157.79	\$1,373,036.28	\$991,673.00	\$1,335,399.67	\$201,779.06	4537	3945	2740	3138	355	451	481	331	330	29
Percent	NA	20.00%	-27.78%	34.66%		NA	-13.05%	-30.54%	14.53%	%	NA	6.65%	-31.19%	-0.30%	

October FY2024 Building Inspections- **269**

142 Permits issued, **12** Certificate Of Occupancies issued, and **6** New home permits issued

HAZARD MITIGATION GRANT PROGRAM
CFDA #97.043
Fiscal Year (FY) 2024 Pre-disaster Mitigation Assistance Project
LPDM-PJ-04-AL-2024-001, City of Daphne Main Street Utility Relocation Project
State-Sub-recipient Disaster Assistance Agreement

This agreement between the State of Alabama (the “State”) and the City of Daphne will be effective on the date signed by the State and the Sub-recipient. It shall apply to all assistance funds provided by or through the State to the Sub-recipient pertaining to the 2024 LPDM grant. **Special Note:** FEMA’s Environmental and Historic Preservation (EHP) review is not yet completed and therefore **conditions** apply to this project’s award, including that **project activities may not be initiated**, and drawdown of funds cannot begin until EHP review is complete. The subrecipient must receive notification from FEMA via the AEMA of the outcome of the environmental reviews before funds may be released for implementation of the proposed project, with a limited exception for any FEMA approved costs associated with the preparation, conduct, and completion of required EHP reviews. **No construction activities (including site preparation, project staging, utility installation, or any ground disturbing activities or equipment installations on existing structures) may begin until the EHP compliance review is complete.** Release of funding or initiation of project activities prior to completion of the EHP compliance review may result in FEMA’s inability to fund the project due to noncompliance with EHP requirements.

The designated representative of the Sub-recipient certifies that:

1. The Sub-recipient has appointed by resolution a sub-recipient’s local agent/designated representative to act on the jurisdiction’s behalf [attach a copy of the resolution to the application].
2. He/She has legal authority to apply for federal assistance on behalf of the Sub-recipient.
3. The Sub-recipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
4. The Sub-recipient will use the disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative/State EMA Director or his or her designee. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster and Emergency Assistance Act, 44 CFR §206 and 2 CFR Part 200.
5. The payments for approved projects will be on a cost reimbursement basis and subject to receipt and approval of invoices.
6. The Sub-recipient is aware that there is no state funding available for mitigation cost sharing and that the Sub-recipient will be required to provide the full non-federal share for such mitigation activities.
7. The Sub-recipient agrees to provide the necessary local share of funding for completion of the project.
8. The Sub-recipient will establish and maintain a proper accounting system to record expenditure of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative/State EMA Director or his or her designee.

9. The Sub-recipient will comply with 2 CFR Part 200 for all audit requirements.
10. The local cost share funding will be available within the specified time.
11. The Sub-recipient will give all state and federal agencies designated by the Governor's Authorized Representative/State EMA Director or his or her designee access to and the right to examine all books, records, papers and other documents related to use of disaster assistance funds.
12. The Sub-recipient will maintain all documentation relating to the project for three (3) years from the date of the Final SF 425 submitted to FEMA from AEMA. The SF 425 is the final expenditure report sent to FEMA from AEMA to close out the entire grant.
13. The Sub-recipient will return to the state, within 15 days of such request by the Governor's Authorized Representative/State EMA Director or his or her designee, any funds which are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient for three (3) years from the date of the Final SF 425 submitted to FEMA from AEMA. The SF 425 is the final expenditure report sent to FEMA from AEMA to close out the entire grant.
14. The Sub-recipient will comply with all applicable codes and standards relative to this project and agrees to provide maintenance, as appropriate.
15. The Sub-recipient will comply with all applicable provisions of federal and state laws, Executive Orders and regulations governing this program.
16. The Sub-recipient will comply with the Lead-Based Paint Poisoning Prevention Act which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
17. The Sub-recipient will begin project work within 90 days of approval of the award and complete all items of work within the specified period of performance (**August 29, 2024, to August 28, 2027**) unless an extension is granted to extend the time frame.
18. The Sub-recipient will comply with all federal and state statutes and regulations relating to non-discrimination including, but not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.

19. The Sub-recipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
20. The Sub-recipient will comply with provisions of the Hatch Act limiting the political activities of public employees.
21. The Sub-recipient will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-recipient will comply with the National Flood Insurance Program requirements, including, but not limited to, Section 102(a) of the Flood Disaster Protection Act of 1973.
23. The Sub-recipient will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
24. The Sub-recipient will comply with all environmental standards including but not limited to: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
25. The Sub-recipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
26. The Sub-recipient will comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
27. The Sub-recipient will not enter into any contract, with respect to this award, with a condition for payment to the contractor being the receipt of state or federal funds by the Sub-recipient.
28. The Sub-recipient will not enter into any contract with any party, which is debarred or suspended, from participating in federal assistance programs.
29. The project's scope of work will not be changed without prior written approval from FEMA.
30. The Sub-recipient will not dispose of, modify the use of or change the terms of the real property title, or interest in the site or facilities without permission and instructions from FEMA. The Sub-recipient will record the federal interest in the title of real property in accordance with FEMA directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.

31. The Sub-recipient will comply with the requirements of FEMA regarding the drafting, reviewing, and approval of construction plans and specifications.
32. The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed project conforms with the approved plans and specifications and will furnish progress reports, and such other information as may be required by FEMA or the State.
33. The Sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
34. The Sub-recipient will promptly reimburse the State in the event of a reduction in the approved amount described in the project application the amount of the reduction. If the Sub-recipient fails to promptly reimburse the State, the State may withhold from this award or any other federal award administered by the State which is awarded to the Sub-recipient any amounts owed to the State.
35. The Sub-recipient certifies to the best of its knowledge and belief that it and its principals:
 - A. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from cover transactions by any Federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - C. Are presently not indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph B of this certification; and
 - D. Have not within a 3-year period preceding this application or proposal had one or more public transactions (Federal, State, and Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

36. The Sub-recipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Sub-recipient's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed on employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (A);

- D. Notifying each employee in the statement required by paragraph (A) that, as a condition of employment under the award, the employee must:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- E. Notifying the Award Official within 10 days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is so convicted:
- G. Making a good-faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A - F.

The Sub-recipient shall insert in the space provided below the site(s) of the performance of work done in conjunction with the specific award.

Place of performance (street, city, county, state, zip code)

37. The Sub-recipient certifies, to the best of its knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into any cooperative agreement, or modification of any Federal contract, award, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the Award Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The Sub-recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-awards, and contracts under awards, loans, and cooperative agreement(s) and that all sub-recipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

38. The Sub-recipient will provide copies of audit reports that include funds provided under this agreement to:

State of Alabama
Department of Examiners of
Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251
Attn: Audit Report Repository

and

State of Alabama
Emergency Management Agency
P.O. Drawer 2160
Clanton, AL 35046
Attn: Hazard Mitigation

39. Contracts must be of reasonable cost, generally must be competitively bid, and comply with Federal, State, and local procurement standards. FEMA will reimburse only fair and reasonable costs of any contract entered into by the Sub-recipient. The Sub-recipient must consider costs, conflicts of interest, and all Federal, State, and local laws and regulations when hiring a contractor. Compliance with local procurement practices and the procurement competition requirements specified in 2 CFR Part 200.317-200.326 are essential to successfully receiving Mitigation award funding. The Federal procurement regulations ensure that Sub-recipient's procure contracts in a manner that provides full and open competition, and provide financial and record-keeping requirements. In addition, the Sub-recipient should maintain a written code of standards for conduct governing the performance of employees, officers, or agents who select and award contracts. It is important that applicants secure contracts with reputable and qualified licensed contractors. The Sub-recipient's should conduct reference checks on a contractor's history of performance with the State's contractor licensing board and with the contractor's previous clients before awarding contracts. Pursuant to 2 CFR Part 200.319 (a)(1)-(7), the Sub-recipient may not restrict the bidding in order to disqualify a population of bidders. Some of the situations considered to be restrictive of competition include, but are not limited to:
- Placing unreasonable requirements on firms in order for them to qualify to do business
 - Requiring unnecessary experience and excessive bonding
 - Noncompetitive pricing practices between firms or between affiliated companies
 - Noncompetitive awards to consultants that are on retainer contracts
 - Organizational conflicts of interest
 - Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement
 - Any arbitrary action in the procurement process

If the Sub-recipient has a pre-qualified lists of persons, firms, or products, it must keep such lists current in order to ensure open and free competition during the bidding process, in accordance with 2 CFR Part 200.319(d), which states: *"Recipients and sub-recipients will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, recipients and Sub-recipients will not preclude potential bidders from qualifying during the solicitation period."*

Methods of Procurement

The Sub-recipient may request that FEMA review its procurement process to determine whether the process meets the standards set forth in 2 CFR 200.317-200.326. FEMA finds the following four methods of procurement acceptable:

Small purchase procedures procurement, an informal method for securing services or supplies that do not cost more than \$100,000 by obtaining several price quotes from different sources.

Sealed bids procurement, a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsible bidder whose proposal is the lowest in price. This method is the preferred method for procuring construction contracts.

Competitive proposals procurement, a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price. This method is often used for procuring architectural or engineering professional services. In addition, this method normally involves more than one source submitting an offer and is used when conditions are not appropriate for sealed bids.

Noncompetitive proposals procurement, a method whereby a proposal is received from only one source. Noncompetitive proposals should only be used when the award of a contract is not feasible under small purchase procedures, sealed bids, or competitive proposals, and one of the following circumstances applies:

- The item is available only from a single source
- There is an emergency requirement that does not permit a delay
- Solicitation from a number of sources has been attempted, and competition is determined to be inadequate

A contract may be regarded as noncompetitive if the Sub-recipient has only one responsive bidder. In this case, the Sub-recipient is required to comply with 2 CFR Part 200.321(f), which states in part: *"...A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price."*

The Sub-recipient is required by 2 CFR Part 200.323(b) to negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Consideration shall be given to the complexity of the work performed, risk borne to the contractor, contractor's investment, amount of subcontracting, quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.

FEMA provides reimbursement for four types of contracts:

Lump sum contracts, for work within a prescribed boundary with a clearly defined scope and a total price

Unit price contracts, for work done on an item-by-item basis with cost determined per unit

Cost-plus-fixed-fee contracts, either lump sum or unit price contracts with a fixed contractor fee added into the price

Time-and-materials contracts, where the contractor bills the applicant for labor, equipment, materials, and overhead. These contracts should be avoided but may be allowed. Time-and-materials contracts are allowed in circumstances when they are more cost-effective and appropriate for the amount and type of eligible work to be performed. The costs must be reasonable for the type of work required. The Sub-recipient must engage in comprehensive active monitoring activities to ensure contractor efficiency. If a time-and-materials contract is awarded, the applicants must:

- Monitor and document contractor expenses;
- Have a cost ceiling or "not to exceed" provision in the contract; and

- Contact the State to ensure proper guidelines are followed.

The Sub-recipient should work closely with the State and FEMA when awarding the time-and-materials contracts to ensure eligibility requirements are met.

Contract Scope of Work Recommendations

The contract scope of work should reference “eligible work,” “work eligible under FEMA Mitigation regulations, policies, and guidance,” “work performed on public property and/or public rights-of-way,” or other similar elements.

Piggyback Contracts

FEMA does not favor “piggyback contracts.” The variables associated with the scope of work and costs generally make this an option to be avoided. The competitive procurement requirements of 2 CFR Part 200.319 are also a prime concern. If FEMA encounters a request for reimbursement of costs derived from such a contract, the reimbursable costs for eligible work will be based on reasonableness.

Prohibited Contracts

In accordance with 2 CFR Part 200.323(d), cost plus percentage of cost contracts shall not be used. Use of such contracts may result in FEMA limiting the Mitigation grant to an amount determined to be reasonable based on the eligible work performed. Contracts that are awarded by an applicant to debarred contractors are prohibited pursuant to 2 CFR 200.205(d) and Part 100; thus, no Federal funding can be awarded for eligible work completed.

Additional Contract Requirements

Contract payment provisions should address the obligations between parties to the contract only and not include any language that makes payment to the contractor contingent upon the applicant’s receipt of funding from FEMA.

All contracts in excess of \$10,000 must contain a provision for termination for cause and for convenience by the Sub-recipient, including the manner by which it will be affected and the basis for settlement, according to 2 CFR Part 200.340.

For contracts over \$100,000 the applicant must have the following minimum bonding requirements, in accordance with 2 CFR Part 200.325(b)-(c):

- A bid guarantee from each bidder equivalent to five percent of the bid price;
- A performance bond on the part of the contractor for 100 percent of the contract price; and
- A payment bond on the part of the contractor for 100 percent of the contract price.

In accordance with 2 CFR Part 200.318(h): *“Recipients and sub-recipients will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.”*

Documentation requirements are specified in 2 CFR Part 200.318 (i) and include, but are not limited to, rationale for the procurement method, contract type, contractor selection or rejection, and the basis for contract price.

As noted above, this subgrant is conditionally approved dependent on the completion of FEMA’s EHP Review. The Sub-recipient must receive notification from FEMA via the AEMA of the outcome of the environmental reviews before beginning any work associated with this sub-application.

Signed for the Sub-recipient:

Robin LeJeune

Name (Typed)

Mayor

Title: Mayor

Signature

Date

Signed for the State:

Jeff Smitherman

Director

A handwritten signature in cursive script that reads "Jeff Smitherman". The signature is written in dark ink and is positioned above a horizontal line.

Signature

December 4, 2024

Date

SHBB LEASE AND SERVICE AGREEMENT

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THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of _____, 2024 by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, (“SHBB”) and the City of Daphne, an Alabama municipal corporation (“Provider”).

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”) (as that term is defined under Alabama Law), and awareness related to preventing child abandonment.

WHEREAS, Alabama Code § 26-25-1, *et seq.* (the “Safe Haven Laws”), provides certain protections to emergency medical service providers that install a newborn safety device (the “Safety Device”);

WHEREAS, Provider desires to install a Safety Device on Provider’s premises located at Fire Station 5, 9909 Milton Jones Road, Daphne, Alabama 36526 (the “Premises”) pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the installation, use, placement, and/or operation of a Safety Device on the Premises.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the Parties agree to incorporate by reference the foregoing Recitals as a substantive part of this Agreement and further agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the Premises. Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance

SHBB LEASE AND SERVICE AGREEMENT

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with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit “A” (the “Policies and Procedures”) of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

- A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;
- B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
- C. Educating emergency services personnel related to the use of the Safety Device;
- D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider’s facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
- E. Provide at minimum annual inspection and maintenance on the Safety Device; and
- F. Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the “Services”).

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years (“Term”) and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand Five Hundred and 00/100 Dollars (\$15,500.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to

SHBB LEASE AND SERVICE AGREEMENT

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time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit “B” which is fully incorporated as a substantive part of into this Agreement by reference.

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time; however, SHBB shall provide thirty (30) days’ Notice to Provider prior to any changes taking effect. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider’s signature hereto, shall evidence Provider’s acknowledgement and receipt of the Policies and Procedures. Provider agrees:

- A. To maintain the Safety Device in good working order, the costs of which are to be borne by Provider;
- B. To not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB.
- C. To use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. For the avoidance of doubt, the acts or omissions of Provider in the preceding sentence shall also include the acts or omissions of third parties making unapproved repairs or modifications to the Safety Device on behalf of Provider. The foregoing notwithstanding, SHBB agrees to accept complete liability for the modifications, repairs, or services SHBB provides to the Safety Device on behalf of Provider.
- D. To immediately notify SHBB of any modification to the Safety Device.
- E. To accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials.
- F. To accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.
- G. Provider shall refer to the Safety Device as a “Safe Haven Baby Box”.
- H. Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable.

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- I. That should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality.
- J. Provider shall ensure that the Safety Device's placement, use, maintenance and/or operation, will not at any time be subject to video recording.
- K. That SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: ensure that it is in good working order, ensure proper branding and signage is being displayed, and conduct tests related to its functionality and monitoring and alarm systems.
- L. **IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT

SHBB LEASE AND SERVICE AGREEMENT

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REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the City of Daphne's master general liability policy. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under the City of Daphne's master general liability policy.

Section 8. Indemnification. Provider agrees to defend and indemnify, protect and hold harmless SHBB, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying provider's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice to SHBB. SHBB may also terminate this Agreement upon sixty (60) days prior written notice to Provider and as also specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover

SHBB LEASE AND SERVICE AGREEMENT

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the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. **Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. **Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

A. **SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE**

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SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

- B. **DUE DILLIGENCE BY PROVIDER.** BY INITIALING IMMEDIATELY BELOW THIS PROVISION (Section 12 B), PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS INSPECTED THE SAFETY DEVICE, FOUND IT FREE OF ANY APPARENT OR LATENT DEFECT(S) OR FAULT(S). IF PROVIDER HAS NOT INSPECTED DEVICE AND CHOOSES NOT TO, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS HAD OPPORTUNITY TO INSPECT THE SAFETY DEVICE AND HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILLIGENCE AS TO ANY APPARENT OR LATENT DEFECT(S) OR FAULT(S).

_____(PROVIDER, BY: _____, ITS _____).

- C. IN ALL CIRCUMSTANCES, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER ACCEPTS, TAKES, AND/OR OTHERWISE LEASES THE SAFTEY DEVICE CONTEMPLATED BY THIS AGREEMENT ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS.
- D. SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the use, maintenance, operation, or installation of the Safety Device nor this lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, servicing, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

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Section 13. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

City of Daphne
Attn: Office of the Mayor
1705 Main Street
Daphne, AL 36526

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Alabama. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.
- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.

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- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

X

Monica Kelsey
CEO, Safe Haven Baby Boxes

[Provider's signature to follow]

SHBB LEASE AND SERVICE AGREEMENT

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“PROVIDER”

CITY OF DAPHNE, ALABAMA

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

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Daphne Downtown Redevelopment Authority
Jubilee Conference Room
Daphne Alabama
Thursday, September 19, 2024
Meeting Minutes

Attendees: Daphne Robinson, Chairperson; Monica Kurth, Vice Chair; Dayna Oldham, Treasurer; Jason Goffinet, Member; Laura Johnson, Member; Pamela Marks, Member; Tommie Conaway, Council Liaison; Troy Strunk, Executive Director of City Development and Jessica Linne, Asst. City Clerk

Absent: Shawn Mitchell, Member; Steve Olen, Councilman

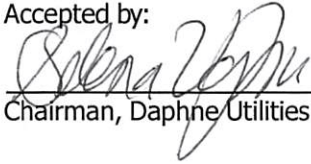
- A. Call to Order: 5:30 p.m.
 - a. Prayer/Pledge of Allegiance
 - b. Member present roll Sheet / Greet Public Participants
 - c. Approve minutes
 - a. Motion to approve previous minutes as submitted by Monica, Jason seconds, all in favor, motion passes
- B. Public Participation
 - a. Larry Chason commented on ensuring that limbs and debris are cleared as new building project is underway
 - b. Michael De Laney in attendance to gain a better understanding of project financing
- C. Treasurer Report
 - a. Funds available of \$108,073.34 and CDs have been renewed for 9 months
- D. City Council update
 - a. The animal shelter is scheduled to open by early November
 - b. Conclusion of highway 98 project is seven months ahead of schedule
- E. Committee Progress Reports
 - a. Website and Social Media Pages: Monica Kurth
 - a. New business LOVE JUDE posted on media page with photo
 - b. Directional signs: (tabled) Dayna Oldham
 - c. Lea Avenue Development: (tabled) Daphne Robinson
 - d. Main Street Development: Daphne Robinson
 - a. Mortgage currently in place with Bryant Bank, closing costs include attorney fees
 - b. Closing cost on our loan was \$10,820.18

Dayna motions to approve up to \$10,000 to pay for the city attorney and any remaining fees, Jason seconds the motion, all approve, motion passes unanimously.

 - c. The building will have two separate meters the combined cost for both meters is \$14,250

Monica motions to pay for both meters, Shawn seconds the motion, all approve, motion passes unanimously
- F. New Business
 - a. Next meeting: **Thursday October 17th, 2024**
 - 1. Minutes and agenda to be emailed no later than Tuesday September 17th
 - 2. Agenda items are due the Monday prior to scheduled meeting.
 - b. Adjourn

Accepted by:


Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ October 30, 2024 ♦ 5:00 p.m.

I. Call to Order

The regular October 2024 Board meeting for the Utilities Board of the City of Daphne was held on October 30, 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
Councilman Joel Coleman, Board Member
Mayor Robin LeJeune, Board Member

Members Absent:

Others Present: Jerry Speegle – Board Attorney – arrived at 5:03pm
Scott Polk – General Manager
Bobby Purvis – Operations Manager
Lexus Carlee – Finance Manager
Alex Godfrey – Administrative Services Manager
Samantha Coppels – Communications Manager
Lori Wilson – Executive Assistant

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 September 25, 2024

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of September 25, 2024.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of September 25, 2024, would stand approved.

V. OLD BUSINESS –

A. None

VI. NEW BUSINESS –

A. Recommendation for Bid Award – for Annual Contract for Gas Main & Service Renewals FY 2024-25 (Volkert Project No. 408275) for a total bid amount of \$325,645.00 to Equix Energy Services, LLC (Board Action: MOTION TO AWARD)

Mrs. Melinda Immel with Volkert explained that this was a renewal for the annual renewal, pointing out that the annual contract can be renewed up to two additional years after the initial bid if both parties agree and since this was the third cycle, it was time to rebid. She advised the Equix Energy is who had the gas contract previously, has been performing the work and is who she recommends being awarded this contract.

MOTION by Mr. Tim Patton to Approve the Annual Contract for Gas Main & Service Renewals FY2024-25 (Volkert Project No. 408275) for a total bid amount of \$325,645.00 to Equix Energy Services LLC; the Motion was seconded by Mayor Robin LeJeune.

AYE: Coleman, LeJeune, Mayhand, Patton

NAY:

ABSENT:

ABSTAIN: Vaughn

MOTION CARRIED

B. Recommendation for Bid Award – for Pollard Road & County Road 64 Water Main Relocation (Volkert Project No. 408269) for a Total Base Bid + Schedule 1 amount of \$358,544.00 to James Bros. Excavating, Inc. (Board Action: MOTION TO AWARD)

Mrs. Melinda Immel with Volkert detailed for the Board members this project as the removal of class 160 at this intersection where roadway improvements are under way, noting that this type of pipe is no longer used. Mr. Scott Polk, Daphne Utilities CEO and General Manager, advised that this project is separate from the project that the City is overseeing.

Mr. Jerry Speegle arrived at 5:03pm.

MOTION by Mr. Tim Patton to Approve the Pollard Road & County Road 64 Water Main Relocation (Volkert Project No. 408269) for a Total Base Bid + Schedule 1 amount of \$358,544.00 to James Bros. Excavating, Inc.; the Motion was seconded by Mayor Robin LeJeune.

AYE: Coleman, LeJeune, Mayhand, Patton

NAY:

ABSENT:

ABSTAIN: Vaughn

MOTION CARRIED

VII. BOARD ATTORNEY'S REPORT

Mr. Speegle had nothing to add to his submitted report and offered to answer questions.

VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee highlighted for the Board: total assets, end-of-year revenue and expenses, other income and expenses, and total net income for the year. She reviewed major expenses for recent checks for construction costs, then offered to answer questions from Board members.

IX. GENERAL MANAGER'S REPORT

A. GM Report

CEO/GM Scott Polk reviewed for the Board: the status of the EPA & ADEM-supported mandate of the lead and copper service line inventory of every single meter in our system required to be submitted by early October of this year, thanking Bobby Purvis and Johnny Grimes for their diligent efforts in getting this requirement completed; a discussion regarding this mandate and possible future regulations occurred; Mr. Polk noted that an increase in overtime is a result of this project in addition to the regular water main breaks; the test well at the Douglas Road storage tank that was of inadequate quality but evaluating other options, including additional land available at the Trojan Well site and plant; the rehab of Well #15 (formerly Well #2) being nearly complete and the benefit it will be to Well #13 and the Olde Town Daphne area that it serves; thanked all those involved in the STEM grant giveaway.

Samantha Coppels also thanked those involved in the STEM grant giveaway.

B. Operations Report

COO Bobby Purvis updated the Board on: Wells #6 and #7 upgrades according to the Capital Improvement Plan; the door removal at the Water Reclamation Facility in order to remove the microwave as well as continuing to work on the digester; commented on the influx of new employees in the Wastewater Collections department and leadership ability of new manager, John Reed; complimented Antonio Winston and the facilities support department; and concluded with comments on the 1% water loss.

Mr. Scott Polk commented that the Utilities is fully staffed, which hasn't been fully staffed in quite a few years and the pay scale adjustment seemed to have had a positive result.

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

X. BOARD ACTION – previously addressed.

XI. PUBLIC PARTICIPATION – At 5:25pm, Chairwoman Vaughn opened and closed public participation noting that there was no participation.

XII. BOARD COMMENTS –

Councilman Joel Coleman had no comment.

Mr. Billy Mayhand had no comment.

Mr. Tim Patton thanked Samantha Coppels for coordinating the grants.

Mayor Robin LeJeune apologized for being unable to participate in the grant giveaway and reminded everyone to vote next week.

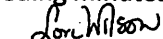
Mrs. Lori Wilson gave a reminder to the Board members of the November meeting will be held on December 4th.

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 5:26 pm.

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: 20241204135002650

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 **County:** \$440.00

Type License:

State: **County:**

Trade Name: MAPLE STREET BISCUIT COMPANY

Filing Fee: \$50.00

Applicant: AGINCOURT INDUSTRIES LLC

Transfer Fee:

Location Address: 6869 US HIGHWAY 90 DAPHNE, AL 36526

Mailing Address: 305 HARTMANN DR LEBANON, TN 37087

County: BALDWIN **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: L14000063271

Do you sell Draft Beer?:

Date Incorporated: 04/17/2014 **State incorporated:** FL

County Incorporated: DUVAL

Date of Authority: 01/08/2020

Federal Tax ID: 465428059

Alabama State Sales Tax ID: R010682247

Name:	Title:	Date and Place of Birth:	Residence Address:
CRAIG ANTHONY POMMELLS P542101750090 - FL	CEO MANAGER	01/09/1975 KINGSTON JAMAICA	6137 LITTLE LAKE SAWYER DR WINDERMERE, FL 34786

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: MADDY GAINES

Home Phone: 615-444-5533

Business Phone: 615-444-5533

Cell Phone:

Fax:

E-mail: compliance@maplestreetbiscuits.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: 20241204135002650



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: DAPHNE JUBILEE LLC 225-952-7900

What is lessors primary business? LANDLORD

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2000

Display Square Footage:

Building seating capacity: 50

Does Licensed premises include a patio area? YES

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity: 0

Nearest: 0

Nearest school:

Nearest church:

Nearest residence: 0 miles

Location is within: CITY LIMITS

Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20241204135002650



Initial each

Signature page

- ☒ In reference to law violations, I attest to the truthfulness of the responses given within the application.
- ☒ In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- ☒ 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.
- ☒ 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.
- ☒ In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- ☒ In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- ☒ 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.
- ☒ 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.
- ☒ 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):

Reynolds Sorrell

Signature of Applicant:

Reynolds Sorrell

Notary Name (print):

Dorothy Watson Cordell

Notary Signature:

Dorothy Watson Cordell

Commission expires:

10/23/28

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:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20241204135002650



Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: RENTED PREMISES WITHIN COMMERCIAL RETAIL CENTER

Receipt Confirmation Page

Receipt Confirmation Number: **20241204135002650**
 Application Payment Confirmation Number: 105623490

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$440.00	\$300.00	\$740.00
			\$0.00
Total Amount to be Charged	\$440.00	\$300.00	\$740.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

License Type 2:

License County: BALDWIN

Business Type: LLC

Trade Name: **MAPLE STREET BISCUIT COMPANY**

Applicant Name: **AGINCOURT INDUSTRIES LLC**

Location Address: 6869 US HIGHWAY 90
 DAPHNE, AL 36526

Mailing Address: 305 HARTMANN DR
 LEBANON, TN 37087

Contact Person: MADDY GAINES

Contact Home Phone: 615-444-5533

Contact Business Phone: 615-444-5533

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: COMPLIANCE COORDINATOR

CASE NO 2024-17

ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV _____

12/5/24

CAC

DATE FORWARDED TO POLICE DEPT _____

12/5/24

CAC

DATE RECEIVED BY POLICE DEPT _____

12/5/2024

KCF

12/5/2024

DATE APPROVED



DISAPPROVED

POLICE DEPT SIGNATURE

DATE RETURNED TO REVENUE DIV _____

12/5/2024

KCF

DATE FORWARDED TO CITY CLERK _____

12/5/24

CAC

DATE RECEIVED BY CITY CLERK _____

12/5/24

JL

SCHEDULED DATE ON AGENDA _____

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, ALABAMA
RESOLUTION 2024-56**

Appropriation for Compliance and Classification and Compensation Plan

WHEREAS, Ordinance 2024-23 approved and adopted the Fiscal Year 2025 budget on September 16, 2024; and

WHEREAS, Ordinance 2024-39 established a new City of Daphne Classification and Compensation Plan; and

WHEREAS, an adjustment to the salaries of current employees is necessary to comply with the recommendations from the Hybrid Parity implementation of the Classification and Compensation Plan; and

WHEREAS, these changes need to be effective for the pay period beginning December 12, 2024; and

WHEREAS, the Fiscal Year 2025 budget appropriated \$280,000 for costs associated with the implementation of the Classification and Compensation Plan; and

WHEREAS, the actual cost to comply with the recommendations from the Hybrid Parity implementation option of the Classification and Compensation Plan is \$525,827 in salary adjustment and \$84,132 in applicable benefits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that Funds in the amount of \$329,959 from the General Fund are appropriated and made part of the Fiscal Year 2025 budget to comply with the recommendations from the Hybrid Parity implementation option of the Classification and Compensation plan.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, City Clerk, MMC

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2024-57**

Resolution to Vacate a Closed Portion of Austin Road Right of Way

WHEREAS, Sharon O. Boni, John Christopher Boni, Frederick G. Boni, Jr., Thomas F. L. Boni and Bertolla Properties, L.L.C., as the abutting property owner of the hereinafter described right-of-way in the City of Daphne, Alabama, has petitioned the City Council of the City of Daphne, Alabama to assent to the vacation and closing by them as abutting property owner of a portion of the right-of-way hereinafter described; and

WHEREAS, it has been shown to the satisfaction of the Daphne City Council that Sharon O. Boni, John Christopher Boni, Frederick G. Boni, Jr., Thomas F. L. Boni and Bertolla Properties, L.L.C., owns all of the property abutting said portion of right-of-way, that the same is not needed as a public road in the City of Daphne, that no property owner owns lots or parcels that will be cut off from access thereby over some other reasonable and convenient way, and that it is in the best interest of the public that such portion of right-of-way be vacated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DAPHNE, ALABAMA, that its assent be, and the same hereby is, given to Sharon O. Boni, John Christopher Boni, Frederick G. Boni, Jr., Thomas F. L. Boni and Bertolla Properties, L.L.C., as the abutting property owner, to the vacation and closing of the following portion of right-of-way situate on Austin Road, being more particularly described as follows:

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 1300.23 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 243.85 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 AND THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 698.62 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 60 DEGREES 24 MINUTES 04 SECONDS EAST, A DISTANCE OF 119.65 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A CONCRETE MONUMENT FOUND ON THE AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY AND THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN NORTH 00 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.40 ACRES, MORE OR LESS.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF DAPHNE, ALABAMA, that its assent be, and the same hereby is, given to vacate and annul any portion of any map recorded in the Office of the Judge of Probate of Baldwin County, Alabama, which shows the hereinabove described portion of right-of-way in accordance with the laws of the State of Alabama. The filing of this Resolution in the Probate Court of Baldwin County, Alabama, shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in those parts of the right-of-way vacated. Title and all public rights, including the portion of right-of-way, shall vest in the abutting landowner

pursuant to *Code of Alabama (1975), Sections 23-4-20 and 23-4-2*, provided that entities with utility lines, equipment, or facilities in place at the time of vacation, if any, shall have the right to continue to maintain, extend, and enlarge their lines, equipment, and facilities to the same extent as if the vacation had not occurred. The City Council hereby finds that it is in the interest of the public that this portion of right-of-way be vacated.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS _____ DAY OF _____, 2024.**

ATTEST:

**Robin LeJeune,
Mayor**

**Candace G. Antinarella, MMC
City Clerk**

EXHIBIT A AUSTIN ROAD VACATION

22 23
27 26

P.O.C.

RECORD LOCATION OF
RAILROAD SPIKE MARKER AT
THE NORTHWEST CORNER OF
SECTION 26, TOWNSHIP 5
SOUTH, RANGE 2 EAST

LINE	BEARING	DISTANCE
L1	S60°24'04"E	119.65'
L2	S00°21'50"E	20.00'
L3	N00°47'47"E	80.01'

N89°25'53"E
243.85'

6"x6"CMF W/DISC
(LEANING)

P.O.B.

6"x6"CMF
W/DISC

N89°25'53"E 698.62'

1.40 AC. ±

AUSTIN RD 80' R.O.W.

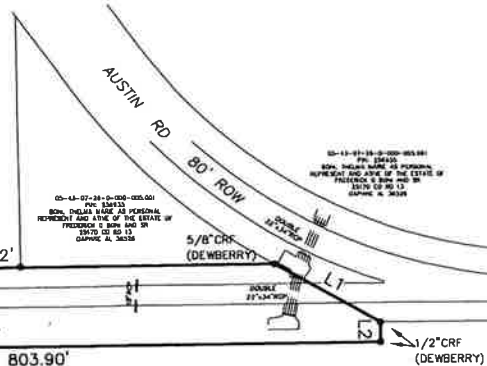
S89°26'30"W 803.90'

6"x6"CMF
(BROKEN)

6"x6"CMF
(BROKEN)

05-43-07-26-0-000-006.000
PIN: 52440
BERTOLLA PROPERTIES L.L.C.
PO BOX 1527
DAFNE AL 36528

STATE HWY 181
R.O.W. VARIES



SURVEYOR'S NOTES:

1. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
2. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
3. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
4. SURVEY WAS CONDUCTED ON JUNE, 2024, AND IS RECORDED IN AN ELECTRONIC FIELD BOOK.
5. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSES, AND ARE BASED ON STATE PLANE GRID, ALABAMA WEST ZONE USING GPS OBSERVATIONS.
6. NO TITLE SEARCH OR REPORT WAS PROVIDED FOR THIS SURVEY.
7. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE JANUARY 1, 2017.

SURVEYOR'S CERTIFICATE

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

COMMENCE AT THE RECORD LOCATION OF A RAILROAD SPIKE MARKER AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 1300.23 FEET; THENCE RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 243.85 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181 AND THE NORTH RIGHT-OF-WAY OF AUSTIN ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, RUN NORTH 89 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 698.62 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 60 DEGREES 24 MINUTES 04 SECONDS EAST, A DISTANCE OF 119.65 FEET TO A CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A CONCRETE MONUMENT FOUND ON THE AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY AND THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN NORTH 00 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.40 ACRES, MORE OR LESS.

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

WITNESS MY HAND THIS THE 29 DAY OF , 2024.

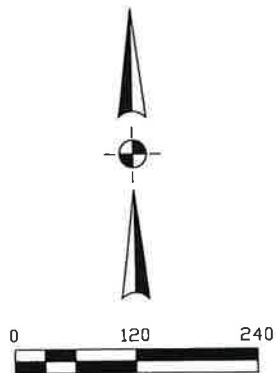
S.E. CIVIL ENGINEERING AND SURVEYING
SURVEYOR: DAVID E. DIEHL, PLS ALABAMA LICENSE # 26014

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.



LEGEND

CRF = CAPPED REBAR FOUND
CMF = CONCRETE MONUMENT FOUND
R.O.W. = RIGHT-OF-WAY
AC = ACRE
RCP = REINFORCED CONCRETE PIPE



BOUNDARY SURVEY FOR R.O.W. VACATION	 S.E. Civil Engineering & Surveying 1000 W. UNIVERSITY BLVD. SUITE 100 TULSA, OK 74103 (918) 439-4244	DRAWN DED CHECKED DED PROJ MGR DED SCALE 1"=120' PROJECT 20221098 FILE VACATION E09B07 SHEET 1 OF 1
BERTOLLA PROPERTIES, LLC		

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-39**

An Ordinance Adopting Classification and Compensation Plan

WHEREAS, Ordinance 2021-52 approved and adopted the current City of Daphne Job Classification and Compensation Plan; and

WHEREAS, such Classification and Compensation Plan has not been reviewed and updated with market data in three years; and

WHEREAS, the City of Daphne entered into a contract with Evergreen Solutions, LLC to conduct a market study, job analysis, and classification analysis of certain City positions; and

WHEREAS, such study has been completed and the proposed Compensation and Classification Plan has been reviewed by the Mayor and City Council and believed to be a viable plan.

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

The Job Classification Schedule with Classification Title, Pay Grade and Salary Range attached as Exhibit A is hereby established as the City of Daphne Job Classification Schedule with the effective date of December 12, 2024.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, City Clerk, MMC

Grade	Classification Title	Annual Hours	Min Hourly	Min Annual	Mid Hourly	Mid Annual	Max Hourly	Max Annual	FLSA
1	Custodian	2080	\$ 15.11	\$ 31,428.80	\$ 19.64	\$ 40,857.44	\$ 24.18	\$ 50,286.08	NE
	Fitness Associate	1040	\$ 15.11	\$ 15,714.40	\$ 19.64	\$ 20,425.60	\$ 24.18	\$ 25,147.20	NE
	Kennel Technician I	2080	\$ 15.11	\$ 31,428.80	\$ 19.64	\$ 40,857.44	\$ 24.18	\$ 50,286.08	NE
	SAIL Site Driver	1040	\$ 15.11	\$ 15,714.40	\$ 19.64	\$ 20,425.60	\$ 24.18	\$ 25,147.20	NE
	Tennis Associate	1040	\$ 15.11	\$ 15,714.40	\$ 19.64	\$ 20,425.60	\$ 24.18	\$ 25,147.20	NE
2	Athletic Program Associate	2080	\$ 15.49	\$ 32,214.52	\$ 20.13	\$ 41,878.88	\$ 24.78	\$ 51,543.23	NE
	Event Assistant	2080	\$ 15.49	\$ 32,214.52	\$ 20.13	\$ 41,878.88	\$ 24.78	\$ 51,543.23	NE
	Professional Tennis Instructor	2080	\$ 15.49	\$ 32,214.52	\$ 20.13	\$ 41,878.88	\$ 24.78	\$ 51,543.23	NE
	SAIL Site Assistant	2080	\$ 15.49	\$ 32,214.52	\$ 20.13	\$ 41,878.88	\$ 24.78	\$ 51,543.23	NE
3	Kennel Technician II	2080	\$ 15.87	\$ 33,019.88	\$ 20.64	\$ 42,925.85	\$ 25.40	\$ 52,831.81	NE
4	Office Assistant	2080	\$ 16.27	\$ 33,845.38	\$ 21.15	\$ 43,998.99	\$ 26.03	\$ 54,152.61	NE
	Library Aide	2080	\$ 16.27	\$ 33,845.38	\$ 21.15	\$ 43,998.99	\$ 26.03	\$ 54,152.61	NE
5	Administrative Support Specialist I	2080	\$ 16.68	\$ 34,691.51	\$ 21.68	\$ 45,098.97	\$ 26.69	\$ 55,506.42	NE
	Animal Placement Representative	2080	\$ 16.68	\$ 34,691.51	\$ 21.68	\$ 45,098.97	\$ 26.69	\$ 55,506.42	NE
6	Field Maintenance Worker I	2080	\$ 17.10	\$ 35,558.80	\$ 22.22	\$ 46,226.44	\$ 27.35	\$ 56,894.08	NE
	Landscape Maintenance Worker I	2080	\$ 17.10	\$ 35,558.80	\$ 22.22	\$ 46,226.44	\$ 27.35	\$ 56,894.08	NE
	Mowing Maintenance Worker I	2080	\$ 17.10	\$ 35,558.80	\$ 22.22	\$ 46,226.44	\$ 27.35	\$ 56,894.08	NE
7	Administrative Support Specialist II	2080	\$ 17.52	\$ 36,447.77	\$ 22.78	\$ 47,382.10	\$ 28.04	\$ 58,316.44	NE
8	Library Services Technician	2080	\$ 17.96	\$ 37,358.97	\$ 23.35	\$ 48,566.66	\$ 28.74	\$ 59,774.35	NE
	Street Maintenance Worker I	2080	\$ 17.96	\$ 37,358.97	\$ 23.35	\$ 48,566.66	\$ 28.74	\$ 59,774.35	NE
9	Animal Control Officer	2080	\$ 18.41	\$ 38,292.94	\$ 23.93	\$ 49,780.82	\$ 29.46	\$ 61,268.71	NE
	Field Maintenance Worker II	2080	\$ 18.41	\$ 38,292.94	\$ 23.93	\$ 49,780.82	\$ 29.46	\$ 61,268.71	NE
	Firefighter	2808	\$ 18.41	\$ 51,695.28	\$ 23.93	\$ 67,203.86	\$ 29.46	\$ 82,712.45	NE
	Landscape Maintenance Worker II	2080	\$ 18.41	\$ 38,292.94	\$ 23.93	\$ 49,780.82	\$ 29.46	\$ 61,268.71	NE
	Mowing Maintenance Worker II	2080	\$ 18.41	\$ 38,292.94	\$ 23.93	\$ 49,780.82	\$ 29.46	\$ 61,268.71	NE
10	Event Services Supervisor	2080	\$ 18.87	\$ 39,250.26	\$ 24.53	\$ 51,025.34	\$ 30.19	\$ 62,800.42	NE
11	Accounting Technician	2080	\$ 19.34	\$ 40,231.52	\$ 25.14	\$ 52,300.98	\$ 30.95	\$ 64,370.43	NE
	Equipment Operator	2080	\$ 19.34	\$ 40,231.52	\$ 25.14	\$ 52,300.98	\$ 30.95	\$ 64,370.43	NE
	Street Maintenance Worker II	2080	\$ 19.34	\$ 40,231.52	\$ 25.14	\$ 52,300.98	\$ 30.95	\$ 64,370.43	NE
12	Administrative Assistant	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	Corrections Officer I	2184	\$ 19.83	\$ 43,298.44	\$ 25.77	\$ 56,287.97	\$ 31.72	\$ 69,277.51	NE
	Facility Maintenance Tech I	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	Mechanic I	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	Permit Technician	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	PW/EMA Assistant	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
	Telecommunicator I	2080	\$ 19.83	\$ 41,237.31	\$ 25.77	\$ 53,608.50	\$ 31.72	\$ 65,979.69	NE
13	Fire Medic	2808	\$ 20.52	\$ 57,618.62	\$ 27.68	\$ 74,904.20	\$ 33.83	\$ 92,189.79	NE
	Herbicide Spray Technician	2080	\$ 20.52	\$ 42,680.61	\$ 26.68	\$ 55,484.80	\$ 32.83	\$ 68,288.98	NE
	Medium Equipment Operator	2080	\$ 20.52	\$ 42,680.61	\$ 26.68	\$ 55,484.80	\$ 32.83	\$ 68,288.98	NE
	Municipal Court Magistrate	2080	\$ 20.52	\$ 42,680.61	\$ 26.68	\$ 55,484.80	\$ 32.83	\$ 68,288.98	NE
	Solid Waste Route Operator	2080	\$ 20.52	\$ 42,680.61	\$ 26.68	\$ 55,484.80	\$ 32.83	\$ 68,288.98	NE
14	Code Enforcement Officer	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE
	Corrections Officer II	2184	\$ 21.24	\$ 46,382.37	\$ 27.61	\$ 60,297.08	\$ 33.98	\$ 74,211.80	NE
	Crew Leader, Field Maintenance	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE
	Crew Leader, Landscape Maintenance	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE
	Crew Leader, Mowing Maintenance	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE
	Facility Maintenance Tech II	2080	\$ 21.24	\$ 44,174.44	\$ 27.61	\$ 57,426.77	\$ 33.98	\$ 70,679.10	NE

	Fire Apparatus Engineer	2808	\$	21.24	\$ 59,641.92	\$	28.61	\$ 80,336.88	\$	34.98	\$ 98,223.84	NE
	Mechanic II	2080	\$	21.24	\$ 44,174.44	\$	27.61	\$ 57,426.77	\$	33.98	\$ 70,679.10	NE
	Solid Waste Coordinator	2080	\$	21.24	\$ 44,174.44	\$	27.61	\$ 57,426.77	\$	33.98	\$ 70,679.10	NE
	Telecommunicator II	2080	\$	21.24	\$ 44,174.44	\$	27.61	\$ 57,426.77	\$	33.98	\$ 70,679.10	NE
15	Assistant Chief Corrections Officer	2184	\$	21.98	\$ 48,005.76	\$	28.58	\$ 62,407.48	\$	35.17	\$ 76,809.21	NE
	Crime Scene Technician	2080	\$	21.98	\$ 45,720.54	\$	28.58	\$ 59,436.70	\$	35.17	\$ 73,152.87	NE
	IT Technician	2080	\$	21.98	\$ 45,720.54	\$	28.58	\$ 59,436.70	\$	35.17	\$ 73,152.87	NE
	Municipal Court Magistrate II	2080	\$	21.98	\$ 45,720.54	\$	28.58	\$ 59,436.70	\$	35.17	\$ 73,152.87	NE
	Planning Coordinator	2080	\$	21.98	\$ 45,720.54	\$	28.58	\$ 59,436.70	\$	35.17	\$ 73,152.87	NE
16	Assistant City Clerk	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Cataloger I	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Crew Leader, Facility Maintenance	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Crew Leader, Mechanical Maintenance	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Crew Leader, Solid Waste	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Crew Leader, Street Maintenance	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Executive Assistant	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Fire Lieutenant	2808	\$	22.75	\$ 63,882.79	\$	30.58	\$ 83,047.63	\$	37.40	\$ 102,212.47	NE
	HR Specialist	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
	Media Marketing Specialist	2080	\$	22.75	\$ 47,320.76	\$	29.58	\$ 61,516.99	\$	36.40	\$ 75,713.22	NE
17	Detective	2184	\$	23.55	\$ 51,424.97	\$	32.61	\$ 66,852.46	\$	39.67	\$ 82,279.95	NE
	Patrol Officer	2184	\$	23.55	\$ 51,424.97	\$	32.61	\$ 66,852.46	\$	39.67	\$ 82,279.95	NE
	School Resource Officer	2184	\$	23.55	\$ 51,424.97	\$	32.61	\$ 66,852.46	\$	39.67	\$ 82,279.95	NE
	Tennis Facility Coordinator	2080	\$	23.55	\$ 48,976.99	\$	30.61	\$ 63,670.08	\$	37.67	\$ 78,363.18	E
18	Accountant I	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Building Inspector I	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	NE
	Cataloger II	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	NE
	Chief Corrections Officer	2184	\$	24.37	\$ 53,224.84	\$	31.68	\$ 69,192.29	\$	38.99	\$ 85,159.74	NE
	Chief Telecommunicator	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	NE
	Children's Librarian	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Circulation Supervisor	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Reference Librarian	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Special Collections Librarian	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
	Young Adult Librarian	2080	\$	24.37	\$ 50,691.18	\$	31.68	\$ 65,898.54	\$	38.99	\$ 81,105.89	E
19	Building Inspector II	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	NE
	Field Maintenance Supervisor	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	NE
	Fire Captain	2808	\$	25.22	\$ 70,827.99	\$	33.79	\$ 92,076.39	\$	41.36	\$ 113,324.79	NE
	Landscape Maintenance Supervisor	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	NE
	Marketing Coordinator	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	E
	Mowing Maintenance Supervisor	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	NE
	Planner	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	E
	Revenue Officer	2080	\$	25.22	\$ 52,465.37	\$	32.79	\$ 68,204.99	\$	40.36	\$ 83,944.60	E
20	Accountant II	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Athletic Program Manager	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Fire/EMS Training Specialist	1404	\$	26.11	\$ 36,658.44	\$	33.94	\$ 47,651.76	\$	41.77	\$ 58,645.08	NE
	GIS Analyst	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Safety Coordinator	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Senior Human Resource Specialist	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	E
	Site Containment Inspector I	2080	\$	26.11	\$ 54,301.66	\$	33.94	\$ 70,592.16	\$	41.77	\$ 86,882.66	NE
21	Civic Center Manager	2080	\$	27.02	\$ 56,202.22	\$	35.13	\$ 73,062.89	\$	43.23	\$ 89,923.55	E
	Fire Battalion Chief	2808	\$	27.02	\$ 75,872.72	\$	36.13	\$ 98,634.53	\$	44.23	\$ 121,396.35	E
	Police Corporal	2184	\$	27.02	\$ 59,011.33	\$	36.13	\$ 76,714.73	\$	44.23	\$ 94,418.13	NE
	Police Training Coordinator	2184	\$	27.02	\$ 59,011.33	\$	36.13	\$ 76,714.73	\$	44.23	\$ 94,418.13	NE
22	Mechanical Maintenance Supervisor	2080	\$	27.97	\$ 58,169.30	\$	36.36	\$ 75,620.09	\$	44.75	\$ 93,070.88	NE

	Street Maintenance Supervisor	2080	\$ 27.97	\$ 58,169.30	\$ 36.36	\$ 75,620.09	\$ 44.75	\$ 93,070.88	NE
23	Accountant III	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Animal Services Manager	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Environmental Program Manager	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Facility Maintenance Manager	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Municipal Court Administrator	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Solid Waste Manager	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
	Systems Administrator	2080	\$ 28.94	\$ 60,205.22	\$ 37.63	\$ 78,266.79	\$ 46.31	\$ 96,328.36	E
24	Sales & Tourism Manager	2808	\$ 29.96	\$ 62,312.41	\$ 38.95	\$ 81,006.13	\$ 47.93	\$ 99,699.85	E
	Sergeant	2184	\$ 29.96	\$ 65,426.92	\$ 38.95	\$ 85,054.99	\$ 47.93	\$ 104,683.07	NE
25	Community Services Program Manager	2080	\$ 31.01	\$ 64,493.34	\$ 40.31	\$ 83,841.34	\$ 49.61	\$ 103,189.34	E
	Deputy Fire Marshal	2080	\$ 31.01	\$ 64,493.34	\$ 40.31	\$ 83,841.34	\$ 49.61	\$ 103,189.34	E
	Sports Parks Manager	2080	\$ 31.01	\$ 64,493.34	\$ 40.31	\$ 83,841.34	\$ 49.61	\$ 103,189.34	E
26		2080	\$ 32.09	\$ 66,750.61	\$ 41.72	\$ 86,775.79	\$ 51.35	\$ 106,800.97	
27	Police Lieutenant	2080	\$ 33.21	\$ 69,086.88	\$ 43.18	\$ 89,812.94	\$ 53.14	\$ 110,539.00	E
28		2080	\$ 34.38	\$ 71,504.92	\$ 44.69	\$ 92,956.39	\$ 55.00	\$ 114,407.87	
29	City Clerk	2080	\$ 35.58	\$ 74,007.59	\$ 46.25	\$ 96,209.87	\$ 56.93	\$ 118,412.14	E
30	Fire Marshal	2080	\$ 37.00	\$ 76,967.89	\$ 48.10	\$ 100,058.26	\$ 59.21	\$ 123,148.63	E
31	Deputy Director, Finance	2080	\$ 38.48	\$ 80,046.61	\$ 50.03	\$ 104,060.59	\$ 61.57	\$ 128,074.58	E
	Deputy Director, Human Resources	2080	\$ 38.48	\$ 80,046.61	\$ 50.03	\$ 104,060.59	\$ 61.57	\$ 128,074.58	E
	Deputy Director, Public Works	2080	\$ 38.48	\$ 80,046.61	\$ 50.03	\$ 104,060.59	\$ 61.57	\$ 128,074.58	E
	Deputy Director, Sports & Recreation	2080	\$ 38.48	\$ 80,046.61	\$ 50.03	\$ 104,060.59	\$ 61.57	\$ 128,074.58	E
32		2080	\$ 40.02	\$ 83,248.47	\$ 52.03	\$ 108,223.02	\$ 64.04	\$ 133,197.56	
33	Director, Library	2080	\$ 41.62	\$ 86,578.41	\$ 54.11	\$ 112,551.94	\$ 66.60	\$ 138,525.46	E
	Police Captain	2080	\$ 41.62	\$ 86,578.41	\$ 54.11	\$ 112,551.94	\$ 66.60	\$ 138,525.46	E
34	Building Inspections Official	2080	\$ 43.29	\$ 90,041.55	\$ 56.28	\$ 117,054.01	\$ 69.26	\$ 144,066.48	E
	Director, Events & Marketing	2080	\$ 43.29	\$ 90,041.55	\$ 56.28	\$ 117,054.01	\$ 69.26	\$ 144,066.48	E
35		2080	\$ 45.02	\$ 93,643.21	\$ 58.53	\$ 121,736.18	\$ 72.03	\$ 149,829.14	E
36	Director, Community Development	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
	Director, Finance	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
	Director, Human Resources	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
	Director, IT	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
	Director, Sports & Recreation	2080	\$ 47.05	\$ 97,857.16	\$ 61.16	\$ 127,214.30	\$ 75.27	\$ 156,571.45	E
37	City Engineer	2080	\$ 49.16	\$ 102,260.73	\$ 63.91	\$ 132,938.95	\$ 78.66	\$ 163,617.17	E
	Director, Public Works	2080	\$ 49.16	\$ 102,260.73	\$ 63.91	\$ 132,938.95	\$ 78.66	\$ 163,617.17	E
38		2080	\$ 51.38	\$ 106,862.46	\$ 66.79	\$ 138,921.20	\$ 82.20	\$ 170,979.94	
39	Executive Director, City Development	2080	\$ 53.69	\$ 111,671.27	\$ 69.79	\$ 145,172.65	\$ 85.90	\$ 178,674.04	E
	Fire Chief	2080	\$ 53.69	\$ 111,671.27	\$ 69.79	\$ 145,172.65	\$ 85.90	\$ 178,674.04	E
	Police Chief	2080	\$ 53.69	\$ 111,671.27	\$ 69.79	\$ 145,172.65	\$ 85.90	\$ 178,674.04	E
40		2080	\$ 56.10	\$ 116,696.48	\$ 72.94	\$ 151,705.42	\$ 89.77	\$ 186,714.37	

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-40**

**AN ORDINANCE GRANTING NON-EXCLUSIVE AUTHORIZATION TO
BALDWIN COUNTY SEWER SERVICE, LLC FOR THE PURPOSE OF
CONSTRUCTING AND MAINTAINING A SANITARY SEWER SYSTEM WITHIN
CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF DAPHNE,
ALABAMA**

WHEREAS, Baldwin County Sewer Service, LLC (the “Company”) provides sewer service within the City of Daphne, Alabama (the “City”); and

WHEREAS, the Company desires to continue providing sewer service within the City, and to expand at times and maintain its sanitary sewer system within certain public rights-of-way within the City; and

WHEREAS, the City wishes to accommodate the Company’s desire and grant authorization to allow the Company to continue providing sewer service within the City, including the construction and maintenance of new facilities and the maintenance of existing facilities, in accordance with the terms and conditions contained herein.

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

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

CONSTRUCTION, RIGHT-OF-WAY USE & FRANCHISE AGREEMENT

THIS CONSTRUCTION, RIGHT-OF-WAY USE and FRANCHISE AGREEMENT (this “Agreement”) is entered into on this ___ day of _____, 2024 (the “Effective Date”), by and between the CITY OF DAPHNE, ALABAMA (the “City”), and BALDWIN COUNTY SEWER SERVICE, LLC (the “Company”). The City and the Company are sometimes referred to individually herein as a “Party” and collectively as the “Parties.”

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

WHEREAS, the Company is qualified to do business in the State of Alabama and desires to provide sanitary sewer service within the City; and

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

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

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

(a) “Control” shall have the meaning set forth in Section 13 of this Agreement.

(b) “Customer(s)” means a Person who lawfully receives Services with the Company’s express permission within the City.

(c) “Effective Date” shall have the meaning set forth in the preamble of this Agreement.

(d) “Facilities” means all structures or systems designed for the collection, transmission, treatment, or disposal of sewage owned or controlled by the Company, including without limitation any pipes, trunk mains, interceptors, manholes, flow monitoring/metering manholes, clean-outs, grease traps, grit traps, oil/water separators, neutralization tanks, wyes, laterals, and any and all other equipment, appurtenances and fixtures as may be reasonably necessary or desirable in the operation of a sanitary sewer system and to provide Services under this Agreement.

(e) “Franchise” shall have the meaning set forth in Section 2 of this Agreement.

(f) “Franchise Fee” shall have the meaning set forth in Section 9(b) of this Agreement.

(g) “Gross Revenues” means all income and revenue directly or indirectly received by the Company from the operation of the System in providing Services to Customers whose property receiving service is located within the City. Gross Revenues shall not include (i) any taxes on Services furnished by the Company by any municipality, state, or other governmental unit and collected by the Company for such governmental unit; (ii) non-operating revenues such as interest income or gain from the sale of an asset; (iii) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; (iv) contributions of capital by any third party to reimburse the Company in whole or in part for the installation of the Facilities; and/or (v) any revenues received by the Company for services provided to customers whose property receiving service lies outside the City.

(h) “License Fee” shall have the meaning set forth in Section 9(a) of this Agreement.

(i) “Person” shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.

(j) “Right-of-Way” or “Rights-of-Way” shall mean the surface of, and the space above and below, any public street, road, highway, alley, sidewalk, parkway, park, skyway, or other public right-of-way, and any other place, area, or real property owned by or under the control of the City for vehicular travel purposes and utility easements.

(k) “Service Area” means those areas within the corporate limits of the City of Daphne where the Company provides Services.

(l) “Services” means the offering of sanitary sewer services, including septic tank pumping services, for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(m) “System” means the sewer Facilities which are owned and operated by the Company.

(n) “Term” shall have the meaning set forth in Section 3 of this Agreement.

2. **Grant.** In consideration of the benefits to accrue to the City and the inhabitants thereof, the City hereby grants the Company the non-exclusive right and license to construct, own, maintain, operate, extend and enlarge in the City a plant or system for the collection, treatment, or disposal of sewage for all purposes whatsoever in and through the City and a non-exclusive franchise to provide sewer services to customers located within the City (the “Franchise”). Subject to the terms of this Agreement and applicable law, the Company may construct, own, maintain, operate, extend and enlarge its sanitary sewer system in any Rights-of-Way. The City will not vacate any public Right-of-Way containing any Facilities without first advising the Company of its intention to vacate the Right-of-Way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain the Facilities in the Right-of-Way. The Company shall have the power and authority, subject to applicable law, to make, adopt and enforce rates, rules and regulations for the furnishing of sewer services and for the reasonable operation of its System. The City will not prohibit the Company from making connections of the Facilities to new customers or providing service to new accounts within the territorial limits of City.

3. **Term.** The franchise granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the “Term”). Upon the expiration of the initial ten year term, the Company and the City may mutually agree to renew this Agreement for one (1) additional ten (10) year term by executing a renewal of this Agreement prior to the expiration of the Term. Any renewal of this Agreement shall be performed in accordance with applicable laws.

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

(a) The Company shall hold a pre-construction meeting with the City at least ten (10) days prior to beginning the installation within the public Right-of-Way of any line extension greater than 1 mile in length to advise the City of its planned activities.

(b) The Company agrees to supply the City with a construction sketch or drawing prepared in GIS format showing the proposed general location of all collection or transmission line extensions to be installed in public Right-of-Way, less than 1 mile in length. For line collection or transmission line extensions 1 mile or greater in length, digital drawings shall be provided in a compatible version of GIS and/or Autocad 2000. For lift stations and grinder pumps installed on private property, no sketch or drawing shall be required to be submitted to the City by the Company. No sketch or drawing shall be required to be submitted to the City by the Company to install a service line to a customer. Any required digital drawings of construction plans shall be submitted ten (10) days prior to construction and digital as-built drawings within six (6) months

of the completion of any construction. Final as-built drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties.

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

(d) The Company lines shall have at least a 12” separation vertically and at least 24” separation horizontally from all utility lines, if any, including gas lines, water lines and sewer lines, unless otherwise approved by the City.

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

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

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

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

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

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

(k) The decision of when and the location and type of Services provided within the City is solely within the discretion of the Company during the Term.

(l) Throughout the Term of this Agreement, provided the Company complies with the foregoing requirements, the Company shall be entitled to expand and upgrade its System as it

deems reasonably necessary, in accordance with the Company's construction standards and specifications.

5. **Relocation of Facilities.** Upon its receipt of reasonable notice, not to be less than 60 days, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Right-of-Way, or remove from the Right-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 storm sewers, or any other types of structures or improvements to be constructed by the City, with the exception of competing sewer lines or facilities, within the Right-of-Way, provided that the request to move facilities shall not exceed 2,500 linear feet in any one year. For any relocation of facilities in excess of 2,500 linear feet in any one year, the Company and the City shall enter into a cost sharing agreement whereby the City shall share the relocation, removal, etc. costs by way of a 50/50 actual cost reimbursement agreement with the Company. The City shall give the Company reasonable notice of plans to grade or change the line of any street or Right-of-Way or to construct or reconstruct any drainage, sewer or water system therein or of any demand that the Facilities be relocated for the reasons set forth herein. The Company may also be required to relocate its Facilities where public utilities or other users of the Right-of-Way require access; provided, however, that nothing herein shall be construed as a waiver of the Company's rights under applicable law. Any such movement shall be at the expense of the third party. With respect to location of its existing public utility lines, if any, the City agrees that during the period of the Company's installation of any Facilities pursuant to this Agreement, the City will locate all its public utility lines, if any, as required by Alabama's 811 laws. It shall be the duty of the Company or its contractor(s) to request the City to locate its public utility lines, if any.

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

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

8. **Indemnity to The City.** At all times both during and after installation, so long as the Company's System is located upon any portion of the City's Rights-of-Way, the Company covenants, warrants and agrees to indemnify and hold harmless the City, its elected officials, officers, employees, agents and contractors of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorneys' fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of the

Company's System within the City; (b) provided that the City has complied with Alabama's 811 law and regulations, any injury, loss or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of the Company's System; and (c) provided that the private service line owner has complied with Alabama's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair or maintenance of the Company's System. Without the intent of limiting any of the foregoing, it is agreed that the Company shall indemnify and hold harmless the City, its elected officials, officers, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property damage, or otherwise alleged to be directly or indirectly attributable, in whole or in part, to the acts or omissions of the Company or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of the Company, including the obligation to pay any and all sums required, including any settlement, judgment, attorneys' fees, court costs, or otherwise. In the event the City believes it has a claim subject to indemnification it must promptly give the Company written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, the Company shall notify the City in writing whether it will defend such claim. If the Company assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on the City without the City's prior written consent.

9. **Fees.**

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

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

(c) **Audit.** During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect the Company's financial records used to calculate the City's Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section at the City's expense; provided, however, that any such audit shall take place within three (3) years from the date the City received such payment, after which period any such payment shall be considered final. If the City believes it is owed any additional compensation from the Company, it will give the Company notice of same along with a calculation of the additional amount. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute.

11. **Liability Insurance.** At all times during the term of this Agreement, the Company shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 general aggregate limit for bodily injury and property damage. Such general liability policy shall designate the City as an additional insured and shall be non-cancellable except upon thirty (30) days' prior written notice to the City. The City shall be provided with a certificate or certificates of such coverage. In addition, the Company shall secure any and all other insurance as the Company, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under State-agent immunity or any other immunity afforded municipalities under Alabama or Federal law.

12. **Books and Records.** Throughout the Term of this Agreement, the Company agrees to keep such books and records regarding the operation of the System and the provision of Services in the City as are reasonably necessary to ensure the Company's compliance with the terms and conditions of this Agreement. All such documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Company for a minimum period of six (6) years.

13. **Transfer of Ownership or Control**

(a) The Company shall not transfer this Agreement or any of the Company's rights or obligations in or regarding the Agreement without the prior written consent of the City, which shall not be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Agreement or in the portion of the System located within the City in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as the Company, (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of the Company, or (iv) a transfer of less than 50% of the shares or ownership interest of the Company.

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

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

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

15. **Enforcement and Termination.**

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

(b) **Notice of Violation.** In the event the City believes the Company has not complied with the provisions of this Agreement, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by the Company continues for a period of sixty (60) days following the Company's receipt of such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Agreement before the City Council. The City shall cause to be served upon the Company, at least twenty (20) days prior to the date of such a City Council meeting, a written notice of intent to request such termination, the provisions of this Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the City Council is to consider pursuant to the requirements of Alabama law.

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

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

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

(f) **[Intentionally Omitted].**

16. **Miscellaneous.**

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

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

(c) **Inurement.** This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the portion of the System located in the City and installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to any other relief awarded, the costs and expenses incurred in connection with such dispute or controversy, including reasonable attorneys' fees.

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

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

(g) Independent contractor. The Parties stipulate and agree that the Company is an independent contractor and neither Party shall take any action or make any statement that could, in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

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

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

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

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

If to the Company: Baldwin County Sewer Service LLC
Gerry McManus, Controller
PO Box 1628
Foley, Alabama 36536

With copy to: Conner Law Firm
David J. Conner, Esquire
23710 Highway 98, Suite B
Fairhope, Alabama 36532

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

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

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

* * *

[Ordinance Concludes on Following Page]

[Remainder of Page Intentionally Blank]

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

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

ADOPTED AND APPROVED this _____ day of _____, 2024.

CITY OF DAPHNE, ALABAMA

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

APPROVED AND ACCEPTED:

BALDWIN COUNTY SEWER SERVICE, LLC

Name: _____

Title: _____

Date: _____

CITY OF DAPHNE, ALABAMA

ORDINANCE 2024-41

**AN ORDINANCE TO ADJUST SPEED LIMITS
AND TO POST SPEED LIMIT SIGNS**

WHEREAS, the traffic patterns and speeding problems on the public streets, roads, and highways within the City of Daphne have been studied and certain recommendations have been made to the City Council relative to establishing speed limits in accordance therewith; and

WHEREAS, the City Council of the City of Daphne has determined that it is in the best interests of the public health, safety, and welfare of the citizens of Daphne to adjust certain speed limits and post speed limit signs within the corporate boundaries of the City of Daphne; and

WHEREAS, the City Council of the City of Daphne desires to post speed limit signs, which shall reflect the adjusted speed limits, the quantity and location of which shall be determined by the City of Daphne Public Works Department; and

WHEREAS, any violation of the aforementioned posted speed limits shall constitute a traffic offense, pursuant to the Alabama Code, and within the jurisdiction of The City of Daphne Municipal Court.

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

SECTION ONE: PUBLIC STREETS

The speed limit on all public streets, roads and highways located within the City Limits of the City of Daphne, Alabama, excluding U.S. Highway 98, U.S. Highway 90, and State Road 181, are hereby fixed at 25 miles per hour (hereinafter “m.p.h.”) unless listed herein.

SECTION TWO: NEW CITY ROADWAYS

The speed limit on all proposed new (residential or commercial) roadways shall be set at a maximum 25 m.p.h. and all plats, plans, and submissions to the City of Daphne shall reflect the maximum allowable speed for the proposed new roads. Any new roadways proposing speed limit greater than 25 m.p.h. shall be approved by the City Council with a favorable recommendation from the Planning Commission and Public Works Director.

SECTION THREE: SCHOOL ZONES

During the school year and at designated times while school is in session, the speed limit in and through school zones is hereby fixed at 25 m.p.h., unless otherwise posted. Outside of the designated times and/or when school is not in session, the speed limit in the school zone shall conform to the speed limit set in the adjacent areas, unless otherwise posted.

SECTION FOUR:**POSTED SPEEDS FOR LISTED ROADWAYS**

The following Roadways shall have posted speed limits for the extents shown:

Road Name	Speed (m.p.h.)	From	To
Bayfront Dr	20	Entire roadway	
Capital Dr	30	Rand Ave	Daphne Ave, CR 64
Champions Way	35	CR 13	St Hwy 181
Corte Rd	40	US Hwy 181	CR 13
CR 13	35	CR 64	Whispering Pines Rd
CR 13	45	Milton Jones Rd	CR 64
CR 13	45	Whispering Pines Rd	US Hwy 90
CR 64 (Daphne Ave)	45	US Hwy 98	St. Hwy 181
Daphne Ave	30	Main Street	US Hwy 98
Equity Drive	30	Rand Ave	Daphne Ave, CR 64
Greenbay Circle	20	Entire roadway	
Jackson St	15	Entire roadway	
Johnson Rd	25	Pine St	US Hwy 98
Johnson Rd	30	US Hwy 98	N. Main St (Scenic 98)
Jubilee Farms PUD	20	All streets within the Jubilee Farms PUD	
Milton Jones Rd	35	St. Hwy 181	CR 13
N. Main St	25	D'Olive Blvd	US Hwy 90
N. Main St	35	US Hwy 98	D'Olive Blvd
Park Dr	25	Jenkins Ln	Tallent Ln
Park Dr	35	Tallent Ln	N. Main St
Park Dr (Curve)	15	Pollard Rd	Jenkins Ln
Pinehill Rd	35	Park Dr	N. Main St
Pleasant Rd	35	St. Hwy 181	CR 13
Pollard Rd	35	South City Limits	Brookside Ln
Pollard Rd	25	Brookside Ln	Eagle Dr
Pollard Rd (Curve)	15	Eagle Dr	Park Dr
Public Works Rd	35	Well Rd	Rand Ave
Rand Ave	30	CR 13	Capital Dr
Main St (Scenic 98)	35	Southern city limit	Johnson Rd
Main St (Scenic 98)	25	Johnson Rd	Santa Rosa Ave
Main St (Scenic 98)	35	Santa Rosa Ave	US Hwy 98
Timber Creek Blvd	30	US Hwy 31	St. Hwy 181
Well Rd	30	Pollard Rd	CR 13
Whispering Pines Rd	35	CR 13	S. Main St

SECTION FIVE: PENALTY

Any person who is convicted of speeding in excess of the speed limits as set forth in Sections One (1) through Five (5) above shall be fined in accordance with Title 32-5A-8 of the Code of Alabama (1975), as amended or may be amended, and City of Daphne Ordinance 1987-8, as amended.

SECTION SIX: REPEALER

Ordinance Nos. 2002-28, 2012-43, 2016-22, 2017-17, 2019-50 and 2023-36 are hereby repealed in their entirety. All Ordinances repealed by those Ordinances shall remain repealed and are not revived. All other City of Daphne Ordinances or parts thereof in conflict with the provision of this Ordinance, in so far as they conflict, are hereby repealed.

SECTION SEVEN: SEVERABILITY

If any article, section, sentence, clause, or phrase in this Ordinance is, for any reason, held to be invalid or unconstitutional by declaration of any Court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Ordinance.

SECTION EIGHT: EFFECTIVE DATE

This Ordinance shall take effect as provided by law after passage, approval, and publication.

APPROVED AND ADOPTED by the CITY COUNCIL of the CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2025.

Robin LeJeune, Mayor

Attest:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-42**

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

WHEREAS, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on October 25, 2024, favorably recommended to the City Council of the City of Daphne certain amendments to the Daphne Land Use and Development Ordinance / Zoning District Map approved and adopted by Ordinance No. 2011-54, referenced in Appendix H “Exhibit A” thereof, and amended by Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12, Ordinance 2020-28, Ordinance 2022-20, Ordinance 2022-51, Ordinance 2023-44 and Ordinance 2024-18; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance No. 2024-18; and

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

WHEREAS, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on December 16, 2024; and

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

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

SECTION I: ZONING DISTRICT MAP

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

SECTION II: REPEALER

Ordinance No. 2011-54, Appendix H “Exhibit A”, Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12, Ordinance 2020-28, Ordinance 2022-20, Ordinance 2022-51, Ordinance 2023-44 and Ordinance 2024-18 are hereby repealed, and any Ordinance(s), parts of Ordinance(s) or Resolution(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION III: EFFECTIVE DATE

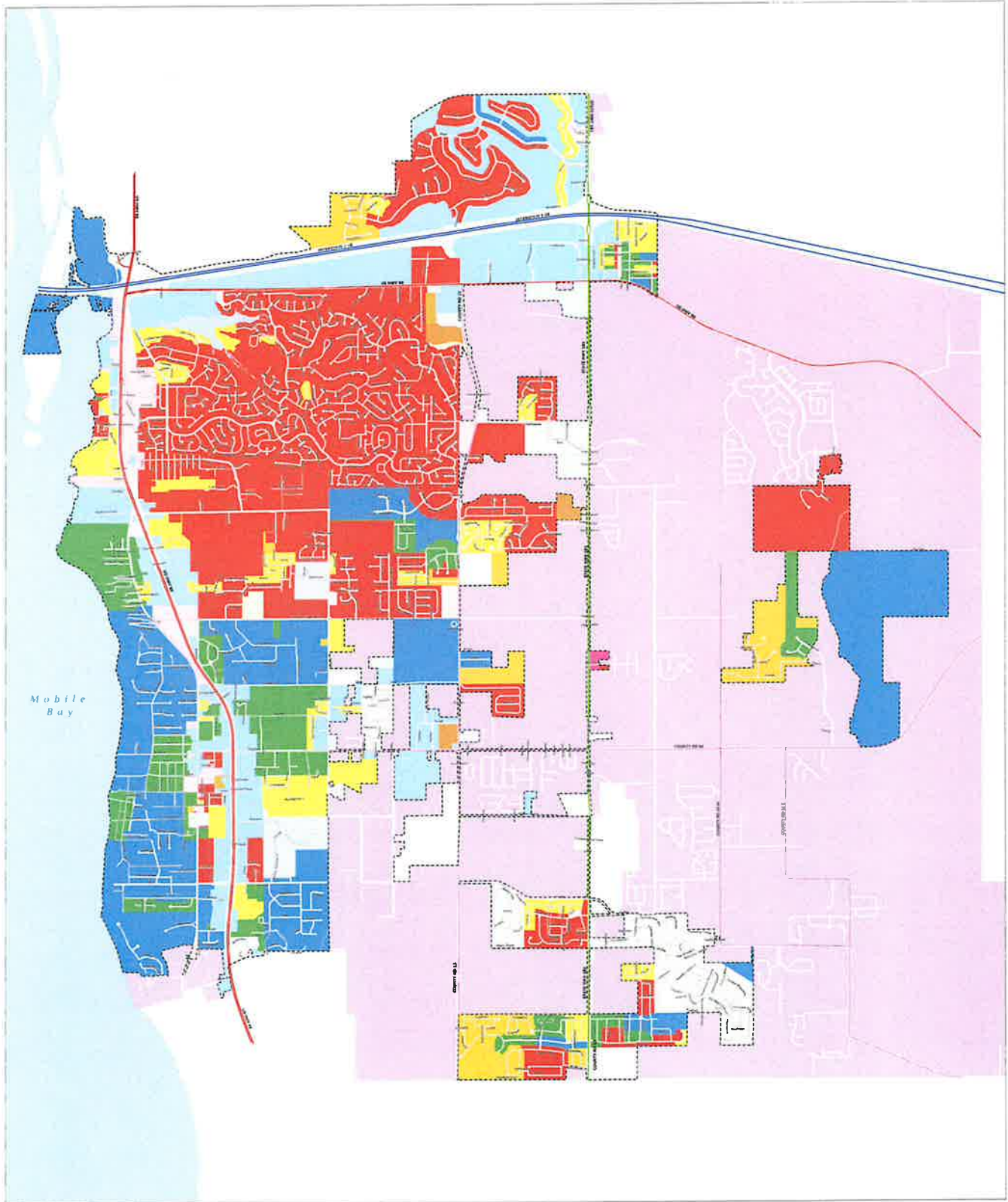
This Ordinance shall take effect and be in force from and after the date of its approval by the City of Daphne City Council and publication as required by law.

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

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk



Map uses a survey resolution of 1:100,000 and is not intended to be used for navigation.

The information shown on this map is for informational purposes only. The City of Daphne is not responsible for any errors or omissions on this map. The City of Daphne is not responsible for any damages or losses resulting from the use of this map. The City of Daphne is not responsible for any damages or losses resulting from the use of this map.

As of January 1, 2025, the City of Daphne is responsible for the information shown on this map. The City of Daphne is not responsible for any damages or losses resulting from the use of this map.

Zoning as of 1/1/2024

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

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-43**

**Ordinance to Pre-Zone Property Located Southeast of Friendship Road and County Road 64
Bayside Academy, Inc.**

WHEREAS, Bayside Academy, Inc., 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-2, Single Family Residential and B-1 Professional Business, Baldwin County District 15, in the extraterritorial planning jurisdiction of the City of Daphne, be pre-zoned as C-2, Outdoor Amusement, prior to annexation into the City of Daphne; and

WHEREAS, said real property is located Southeast of Friendship Road and County Road 64, being more particularly described as follows:

Legal Description for Property to be Pre-Zoned:

COMMENCING AT A CRIMP TOP IRON PIPE FOUND AT THE “LOCALLY ACCEPTED” NORTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANCE 2 EAST, THENCE RUN N89°37’55”W, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 661.54 FEET TO THE POINT OF BEGINNING; THENCE RUN N89°37’20”W, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 95 FEET TO A POINT; THENCE RUN S0°16’28”W FOR A DISTANCE OF 1288.02 FEET TO A POINT; THENCE RUN N89°31’41”W FOR A DISTANCE OF 566.08 FEET TO A POINT; THENCE RUN S89°22’21”E FOR A DISTANCE OF 659.46 FEET TO A POINT; THENCE RUN N0°16’21”E FOR A DISTANCE OF 2616.38 FEET TO THE POINT OF BEGINNING; CONTAINING 22.93 ACRES MORE OR LESS

WHEREAS, at the regular Planning Commission meeting on October 24, 2024, the Commission considered said request and voted to set forth a favorable recommendation to the City Council to pre-zone the property C-2, Outdoor Amusement; 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 December 16 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 C-2, Outdoor Amusement, 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-2, Single Family Residential and B-1 Professional 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 _____, 202__.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-44**

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

**Property Located Southeast of Friendship Road and County Road 64
Bayside Academy, Inc.**

WHEREAS, on the 23rd day of August, 2024, Bayside Academy, Inc., 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 October 24, 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 December 16, 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 C-2, Outdoor Amusement, 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:

COMMENCING AT A CRIMP TOP IRON PIPE FOUND AT THE “LOCALLY ACCEPTED” NORTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANCE 2 EAST, THENCE RUN N89°37’55”W, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF

SAID SECTION 21, FOR A DISTANCE OF 661.54 FEET TO THE POINT OF BEGINNING; THENCE RUN N89°37'20"W, ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 95 FEET TO A POINT; THENCE RUN S0°16'28"W FOR A DISTANCE OF 1288.02 FEET TO A POINT; THENCE RUN N89°31'41"W FOR A DISTANCE OF 566.08 FEET TO A POINT; THENCE RUN S89°22'21"E FOR A DISTANCE OF 659.46 FEET TO A POINT; THENCE RUN N0°16'21"E FOR A DISTANCE OF 2616.38 FEET TO THE POINT OF BEGINNING; CONTAINING 22.93 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

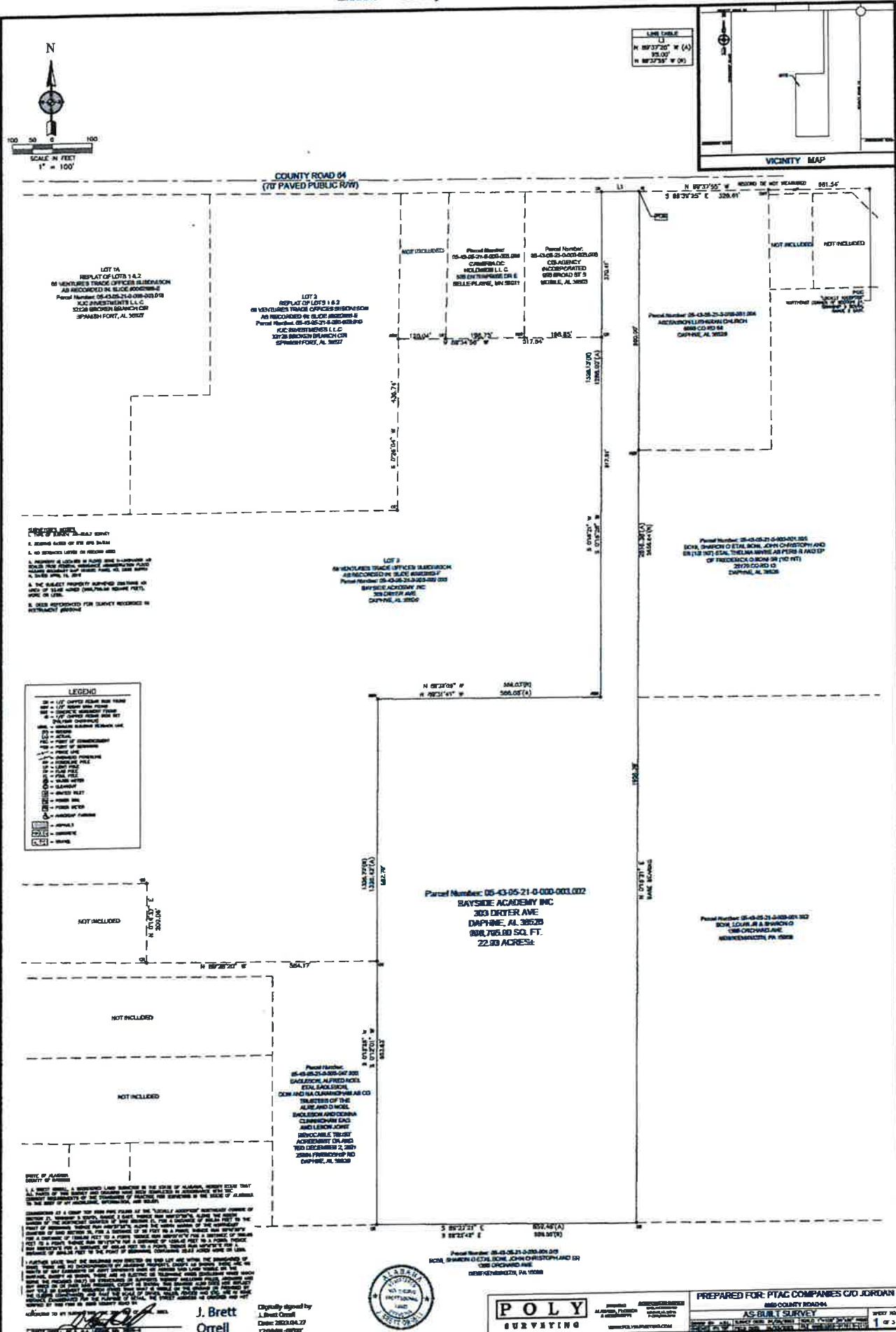
This Ordinance shall become effective upon its date of publication as required by Section 11-42-21 Code of Alabama (1975), as amended, and the property described herein shall be then annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office 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 _____, 202__.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk



**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-45**

**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 19th day of August, 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 October 24, 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 December 16, 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 August 19, 2024, regularly scheduled City Council meeting, Ordinance 2024-25 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

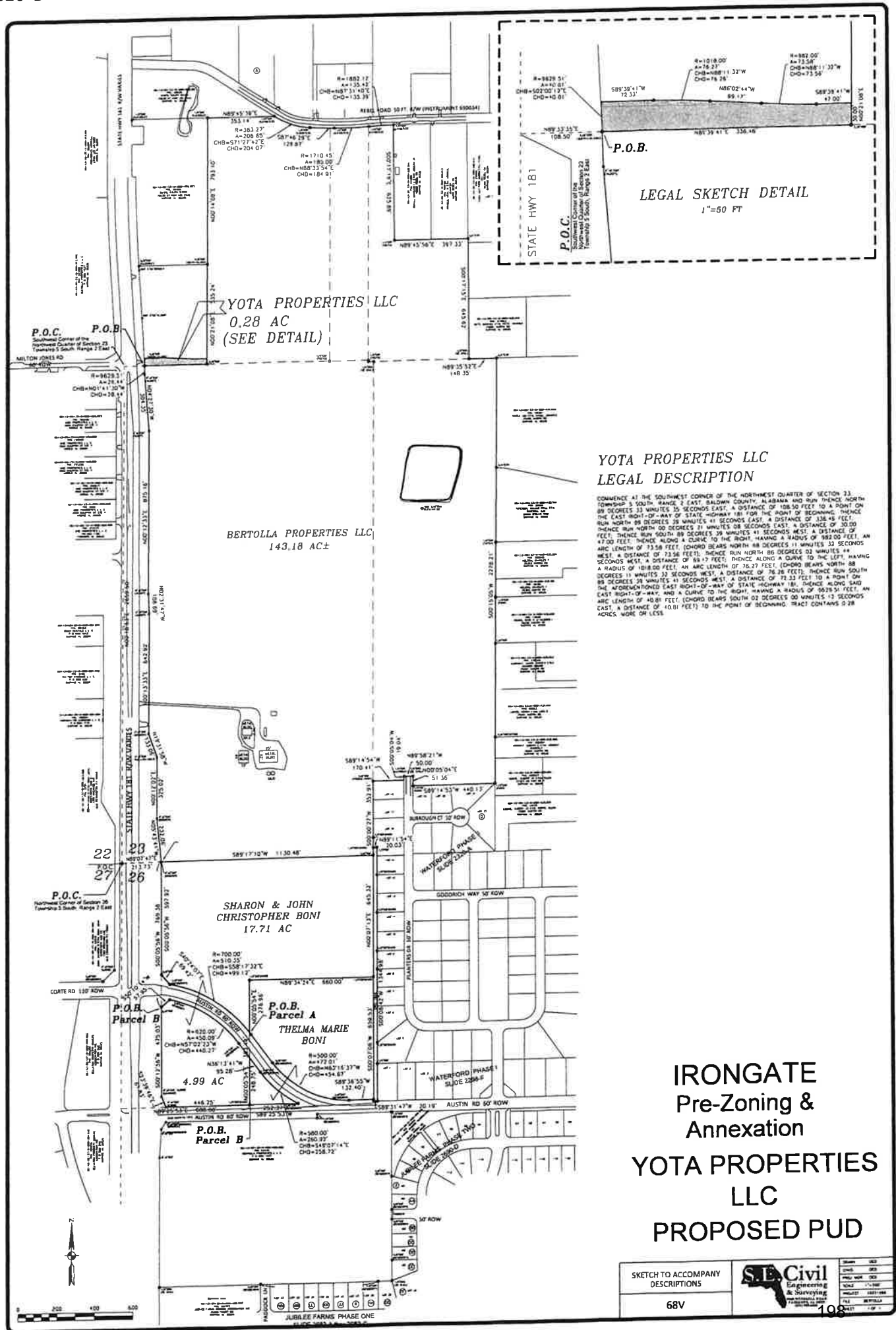
This Ordinance shall become effective upon its date of publication as required by Section 11-42-21 Code of Alabama (1975), as amended, and the property described herein shall be then annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office 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 _____, 202__.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk



**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-46**

**Ordinance to Pre-Zone Property Located Southeast of the intersection of
Austin Road and Alabama Highway 181
Bertolla Properties, LLC**

WHEREAS, Bertolla Properties, 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 zoned by the County as RSF-2, Residential Single Family, Residential Single Family Baldwin County District 15, in the extraterritorial planning jurisdiction of the City of Daphne, be pre-zoned as B-2(a), General Business, prior to annexation into the City of Daphne; and

WHEREAS, said real property is located Southeast of the intersection of Austin Road and Alabama Highway 181, being more particularly described as follows:

Legal Description for Property to be Pre-Zoned:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE NORTHWEST CORNER OF COMMON AREA ONE OF JUBILEE FARMS, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2682-A, 2682-B, AND 2682-C, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 34 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID COMMON AREA AND LOT 32 THRU LOT 39, A DISTANCE OF 1240.44 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE SOUTHWEST CORNER OF JUBILEE FARMS, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2690-D, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS EAST, ALONG THE WEST LINE OF SAID JUBILEE FARMS, PHASE TWO, A DISTANCE OF 902.14 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 400.21 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 33 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 45.09 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN SOUTH 03 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 150.82 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 692.30 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 25.22 ACRES, MORE OR LESS.

WHEREAS, at the regular Planning Commission meeting on October 24, 2024, the Commission considered said request and voted to set forth a favorable recommendation to the City Council to pre-zone the property B-2(a), General Business; 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 December 16, 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 B-2(a), General Business, 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-2, Residential Single Family, Residential Single Family, 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.

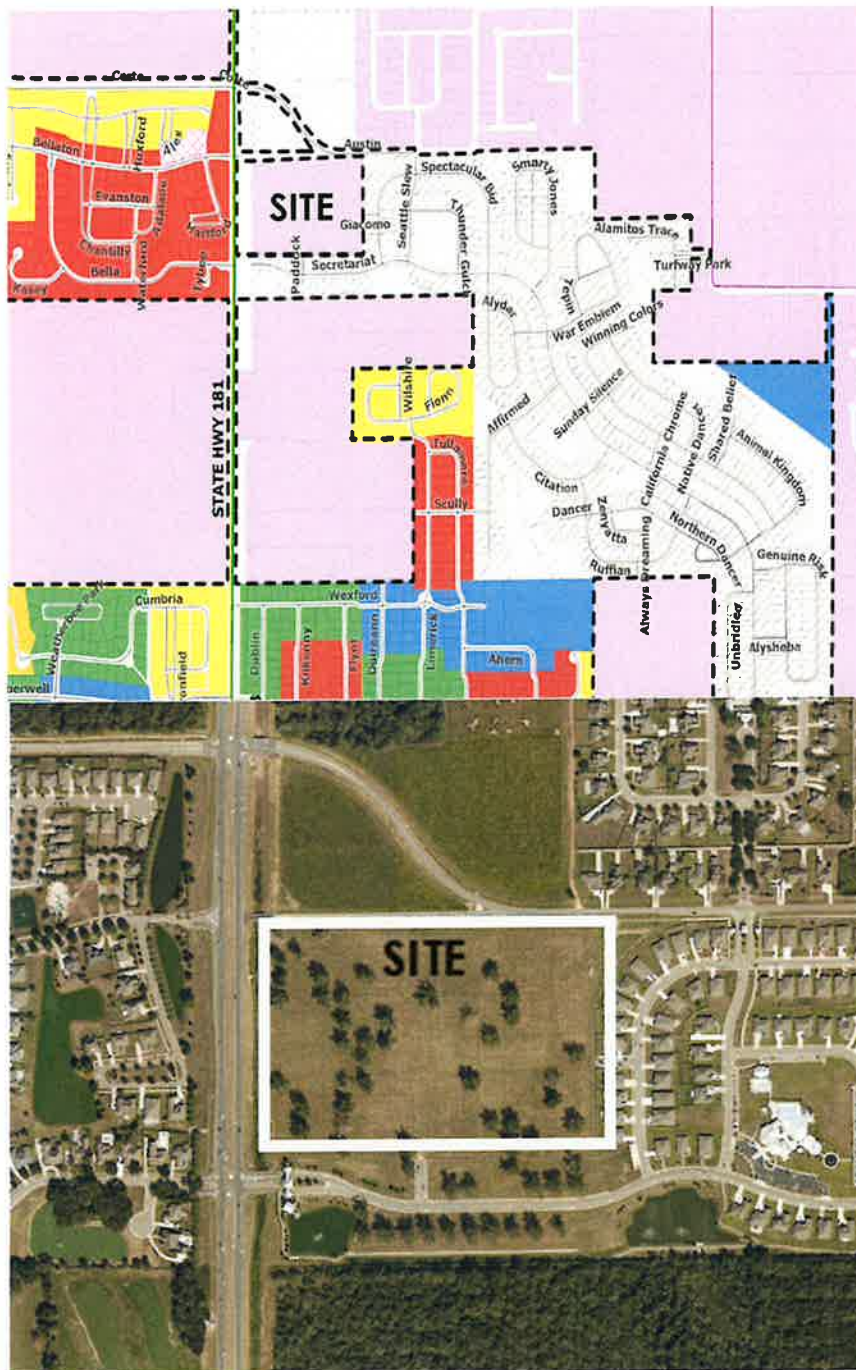
ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 202__.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

Exhibit A



**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-47**

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

**Property Located Southeast of the intersection of
Austin Road and Alabama Highway 181
Bertolla Properties, LLC**

WHEREAS, on the 22nd day of August, 2024, Bertolla Properties, 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 October 24, 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 December 16, 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 B-2(a), General Business, 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:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE NORTHWEST CORNER OF COMMON AREA ONE OF JUBILEE FARMS, PHASE ONE, ACCORDING TO THE PLAT THEREOF

AS RECORDED IN SLIDES 2682-A, 2682-B, AND 2682-C, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 34 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID COMMON AREA AND LOT 32 THRU LOT 39, A DISTANCE OF 1240.44 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL) AT THE SOUTHWEST CORNER OF JUBILEE FARMS, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDES 2690-D, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS EAST, ALONG THE WEST LINE OF SAID JUBILEE FARMS, PHASE TWO, A DISTANCE OF 902.14 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY) ON THE SOUTH RIGHT-OF-WAY OF AUSTIN ROAD; THENCE RUN SOUTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 400.21 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND (DEWBERRY); THENCE RUN SOUTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 803.90 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 33 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 45.09 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN SOUTH 03 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 150.82 FEET TO A SIX INCH SQUARE CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 692.30 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 25.22 ACRES, MORE OR LESS.

SECTION FOUR: MAP OF PROPERTY

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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 _____, 202__.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

Exhibit B

