CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
MONDAY, JUNE 16, 2025 at 6:00 PM

1. CALL TO ORDER

A. ROLL CALL

B. INVOCATION Pastor Rife Stewart, Destiny Church

C. PLEDGE OF ALLEGIANCE

2. PRESENTATION and PUBLIC HEARINGS

A. PROMOTIONS: Apparatus Engineers: Zachary Foerster
Codey Faircloth

B. PRESENTATION: Eastern Shore Chamber of Commerce Update

C. PRESENTATION: Jameson Peak - Eagle Scout

D. PUBLIC HEARING: City of Daphne Official Zoning Map

E. PUBLIC HEARING: The Estate of Georgianne Simms Pre-Zoning Amendment located Northeast of the intersection of Alabama Highway 181 and County Road 64.

F. PUBLIC HEARING: The Estate of Georgianne Simms Annexation Petition located Northeast of the intersection of Alabama Highway 181 and County Road 64.

3. APPROVE MINUTES

A. June 2, 2025 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE - Phillips

B. BUILDINGS & PROPERTY COMMITTEE- Goodlin
Certificates of Occupancy: 17
Permits Issued: 211
New Residential Home Permits: 8
Total Fees: $155,349.01

i. Review the minutes from the May 2025 meeting.

ii. **MOTION** to authorize the City Clerk to send an initial 20-day letter for Abatement of a dangerous building located at 2306 Locke Lane, Daphne, Alabama.

iii. **MOTION** to authorize the Mayor to execute a Facility Lease Agreement with Eastern Shore Repertory Theatre, Inc.

C. PUBLIC SAFETY COMMITTEE - Hughes

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Olen

E. PUBLIC WORKS COMMITTEE - Conaway

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS - Adrienne Jones

B. DAPHNE PUBLIC SCHOOL COMMISSION - Conaway

i. Review the minutes from the May meeting.

C. DOWNTOWN REDEVELOPMENT AUTHORITY - Conaway

D. INDUSTRIAL DEVELOPMENT BOARD - Scott

E. LIBRARY BOARD - Goodlin

F. PLANNING COMMISSION - Olen

G. RECREATION BOARD - Hughes

H. UTILITY BOARD - Coleman

i. Review the April 2025 meeting minutes.

6. PUBLIC PARTICIPATION

7. MAYOR'S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK'S REPORT

11. RESOLUTIONS

A. 2025 - 40 - Resolution Adopting the Safe Streets and Roads for All (SS4A) Safety Action Plan

B. **2025 - 41 -** Resolution Consenting to the Assignment of the Franchise Agreement Granted to Point Broadband Fiber Holding, LLC Under Ordinance 2021-36 to PB Alabama Asset Entity, LLC

C. **2025 - 42 -** Resolution Electing and Ratifying Prior Elections of Directors to the Renaissance Improvement District and Correcting Term Expiration Dates for Said Directors

12. 2nd READ ORDINANCES

A. **2025 - 11 -** Ordinance Amending the City of Daphne's Land Use and Development Ordinance, Article XXIV: Vacation of Easement and/or Right-of-Way

13. 1st READ ORDINANCES

A. **2025 - 07 -** Impact Fee Ordinance

B. **2025 - 12 -** Revisions to the City of Daphne Zoning District Map

C. **2025 - 13 -** Ordinance to Pre-Zone Property Located Northeast of County Road 64 and Alabama Highway 181 - The Estate of Georgianne Simms

D. **2025 - 14 -** Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne - Located Northeast of County Road 64 and Alabama Highway 181 - The Estate of Georgianne Simms

14. COUNCIL COMMENTS

15. ADJOURN

COMMUNITY DEVELOPMENT INTERNAL MEMORANDUM

Daphne
ALABAMA

DATE: April 25, 2025

TO: Office of the City Clerk

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

SUBJECT: Official City of Daphne Zoning Map Update

At the April 24, 2025 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 November 1 through April 30, 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

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 **November 2024 to April 2025.**

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 04/24/25, the Planning Commission set forth **a unanimously favorable** recommendation to City Council to adopt the amended Official Zoning Map.

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

Annexation by Council Action	Council Approval Date	Council Action Ordinance #	Property Size (Acres)
Bayside Academy, Inc (CR 64)	01/06/25	2024-44	22.93 ac
Bertolla, Boni, YOTA, Boni (Irongate PUD on Hwy 181)	01/27/25	2024-45	175.21 ac
Bertolla Properties, LLC (west of Jubilee Farms)	01/27/25	2024-47	25.22 ac
White-Spunner, O Co, B Co, SRW Inv.	03/03/25	2025-04	2.92 ac

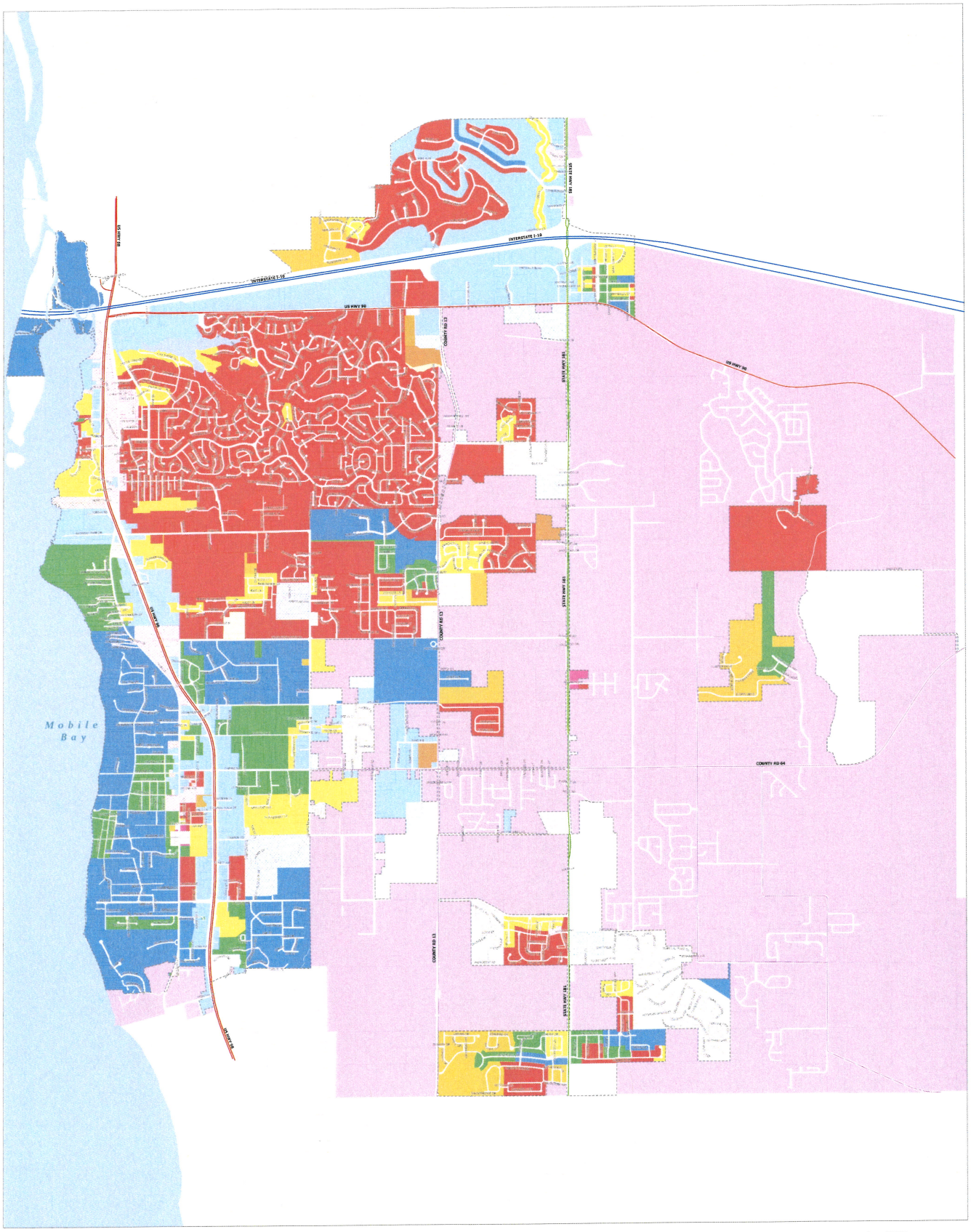
Prezoning	Council Approval Date	Ordinance #	Zoning Classification	Property Size (Acres)
Bayside Academy, Inc (CR 64)	01/06/25	2024-43	C-2, Outdoor Amusement	22.93 ac
Bertolla Properties, LLC (west of Jubilee Farms)	01/27/25	2024-46	B-2(A), General Business Alternate	25.22 ac
White-Spunner, O Co, B Co, SRW Inv.	03/03/25	2025-03	B-2 (General Business)	2.92 ac

Rezoning Petitions	Council Approval Date	Ordinance #	Old/New Zoning Classification	Property Size (Acres)
Fortuna Investments, City of Daphne and Daphne IDB	12/02/24	2024-37	B-3 to PUD	59.81 ac
East Fish River LLC	03/23/25	2025-05	R-1 to PUD	510.17 ac

City of Daphne Zoning Map

Per Ordinance 2025-XX Adopted by City Council on MONTH XX, 2025

N



Zoning as of 00/0/2024

- R-1 Local Residence
- B-1(A) - Limited Local Business District
- B-2 General Business
- B-3 (L) - General Business - Wet Sale
- B-4 Professional Business
- B-5 Outdoor Amusement
- B-6 Commercial Industrial
- M-1 Light Industrial
- M-2 Heavy Industrial
- PUD Planned Unit Development
- R-1 Medium Density Single Family Residential
- R-2 Medium Density Single Family Residential
- R-3 High Density Single Family Residential
- R-4 High Density Single Multi-Family Residential
- MHS Mobile Home Subdivision
- MHPD Mobile Home Park - Site Plan Only
- MHPD Mobile Home Park
- B-7(A) - Overlayed
- B-7(B) - Wet Sale Overlayed
- B-7(C) - Nonconforming
- Parcels
- Daphne City Limits
- Water Bodies
- Interstate Highways
- Private Roads
- Railroad Tracks

Date Exported: 4/5/2025 11:11 AM

Maps serve a purely illustrative function and do not constitute a legally certified survey.

The information within the datasets disseminated by the City of Daphne is sourced from a diverse range of both public and private origins, which are generally considered to be reliable. However, the City of Daphne does not provide assurances regarding the accuracy, completeness, currency, or reliability of this information. The City of Daphne disclaims all express or implied warranties concerning the accuracy, comprehensiveness, currency, reliability, or appropriateness of the information or data originating from the City Geographic Information System.

Furthermore, the City of Daphne, its representatives, agents, or employees assume no liability associated with the utilization of this data and accept no responsibility for its maintenance in any manner or form. For any inquiries related to mapping or any datasets, please direct your queries to the City of Daphne, Community Development Department at 251-625-5000.

0 0.5 1 Miles

COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM

DATE: April 25, 2025

TO: Office of the City Clerk

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

SUBJECT: The Estate of Georgianne Simms Pre-Zoning Amendment

PRESENT ZONING: B-3, General Business, Baldwin County District 15

PROPOSED PRE-ZONING: B-2, General Business

LOCATION: Northeast of County Road 64 and Alabama Highway 181

RECOMMENDATION: At the April 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
2. Pre-zoning Application & Supplemental Documents

THE ESTATE OF GEORGIANNE SIMMS
Prezoning Amendment

Zoning Classification:

B-3, General Business, Baldwin County District 15 Planning Area

Surrounding Zonings/Uses:

- **North**-B-2(A), General Business Alternate
- **South**-B-3, General Business (County)
- **East**-B-3, General Business
- **West**-B-3, General Business

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

Affected City Service Providers: Fire Station 5, Police Beat 4

Staff Recommendation to PC: Favorable

Proposed Zoning:
B-2, General Business

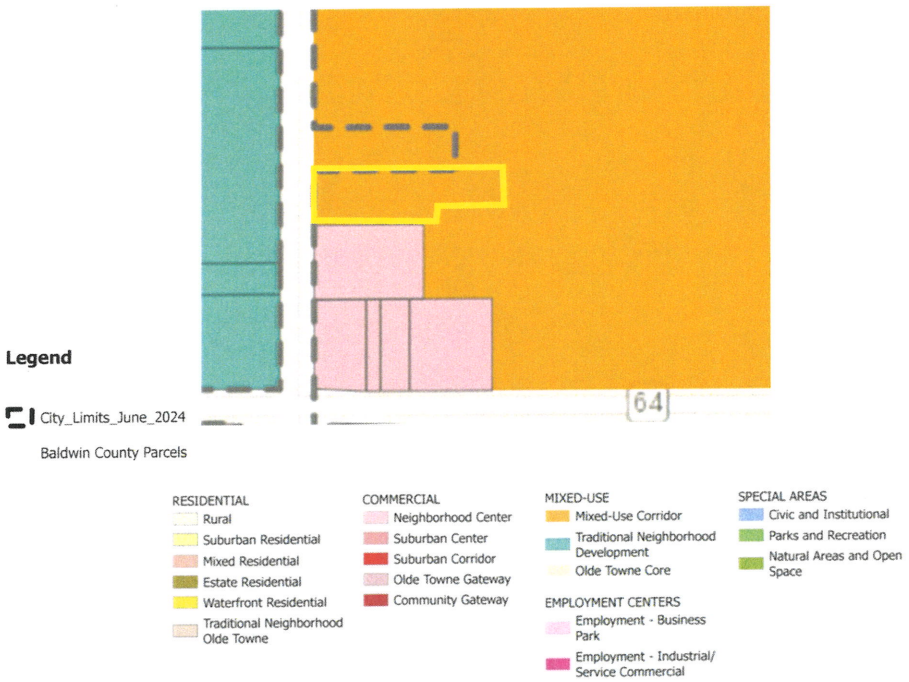
Development Concept:
Carwash

Council District:
4

Existing Conditions:
1.47 acres

Planning Commission
Favorable

- The subject property is identified in the Comprehensive Plan as **Mixed Use Corridor** placetype.
- The primary planned land uses in the Mixed Use Corridor include commercial/office, mixed-use. The secondary land uses are institutional, single family attached residential.



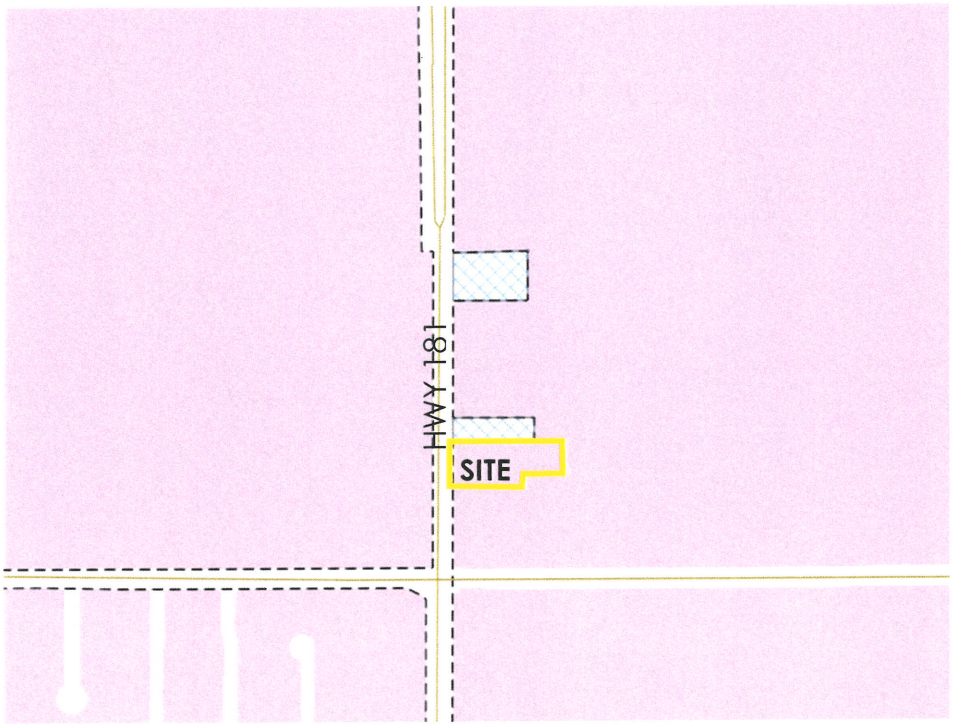
Proposal:

The applicant proposes to pre-zone the subject property to B-2, General Business, in order to construct a car wash (auto laundry as it's called in the Land Use and Development Ordinance).

Staff Recommendation to PC:

Staff recommends the Planning Commission render a favorable recommendation to the City Council to approve the prezoning request.

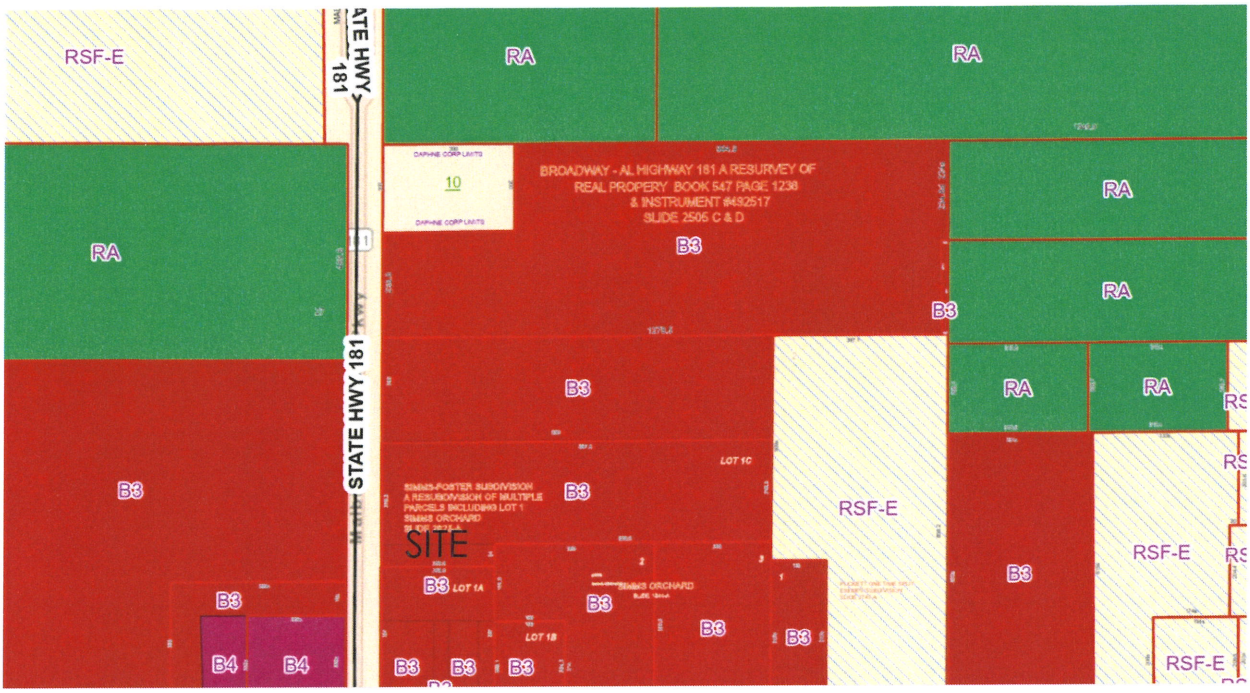
Excerpt from Daphne Zoning Map



Zoning Key

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

Excerpt from County's Online map



County Zoning

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

APPLICATION
&
SUPPLEMENTAL INFORMATION

APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816	Date Submitted march 24, 2025
Application Number: ZA- or PZA- 25-02	Planning Commission Public Hearing Date: April 24, 2025

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): East side of Hwy 181 North of CR 64	PPIN#(s): 38746
Gross Site Area (acreage): 1.47 ac.	Requested Zoning or Pre-Zoning: B-2
Current Zoning Designation(s): B-3 (Baldwin County)	Amended Request: Initials: Date:
Current Land Use: Vacant	Anticipated Land Use:

Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]": 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: Estate of Georgianne Simms c/o Carl Johnson	251-943-1565
Mailing Address: PO BOX 489 Foley AL. 36536	**Phone/Fax:** **E-mail:**
Name of Authorized Agent: Aaron Collins	251-990-6566
Mailing Address: 9969 Windmill Road Fairhope AL. 36532	**Phone/Fax:** **E-mail:** acollins@secivileng.com
Name of Developer*: Rich's Carwash (Jay Richardson)	**Phone/Fax:** **E-mail:** 251-689-1829
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: Aaron S. Collins	Date 3/24/2025
Agent's Signature: Aaron S. Collins	Date 3/24/2025

"EXHIBIT A"

LEGAL DESCRIPTION DAPHNE CARWASH TO BE KNOWN AS FUTURE LOT B-1 DAPHNE CARWASH

DESCRIPTION OF FUTURE LOT B-1 OF DAPHNE CARWASH:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), BEING THE SOUTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181: THENCE RUN

N 89°53'29" E, ALONG THE SOUTH LINE OF SAID LOT A AND A PROJECTION THEREOF, A DISTANCE OF 390.00 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN

S 00°00'00" E, A DISTANCE OF 130.64 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 89°54'27" W, A DISTANCE OF 132.15 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN S 00°10'02" W, A DISTANCE OF 51.01 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE NORTH LINE OF LOT 1A, SIMMS-FOSTER SUBDIVISION, BEING A MAP OR PLAT THEREOF, AS RECORDED ON SLIDE 2825-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N 89°45'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 258.75 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°18'04" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 49.47 FEET, TO A ONE-HALF CAPPED REBAR FOUND (19254), ON SAID EAST RIGHT-OF-WAY; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 130.53 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 1.47 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

LEGEND:

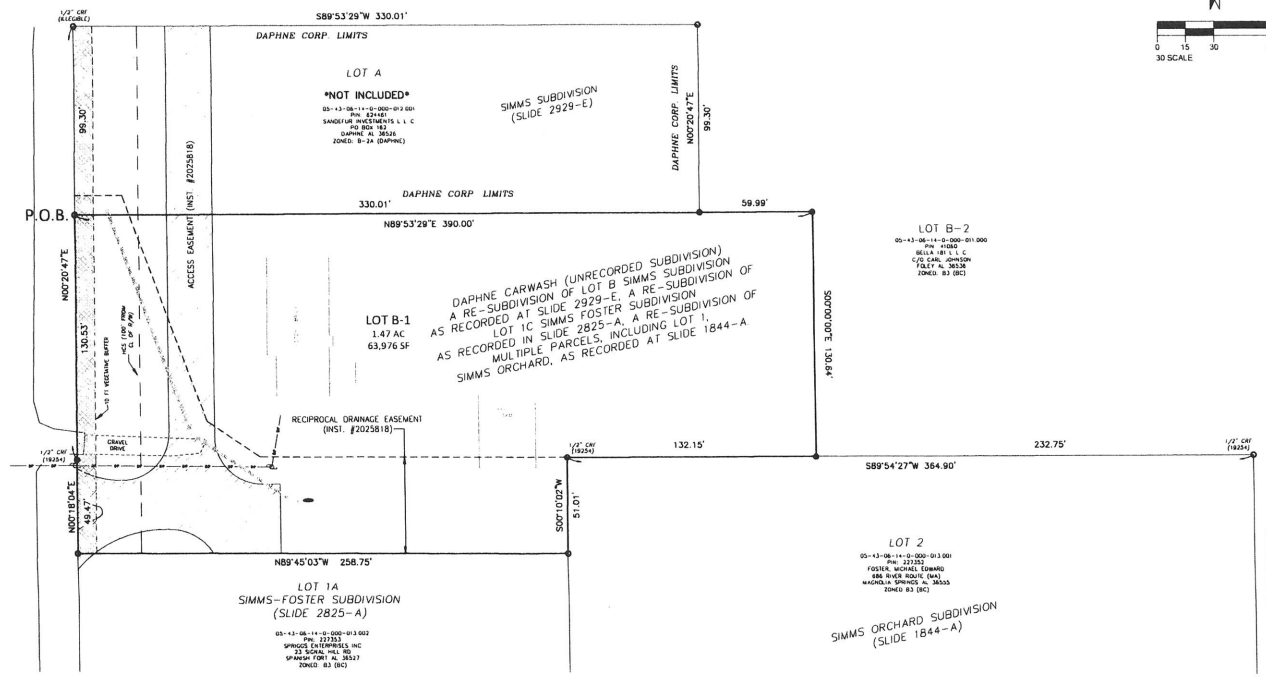
- ● = 1/2" CRS (SE CIVIL CA-1167)
- O = 1/2" CRF (SE CIVIL CA-1167) UNLESS OTHERWISE NOTED
- R/W = RIGHT-OF-WAY
- HCS = HIGHWAY CONSTRUCTION SETBACK
- P.O.B. = POINT OF BEGINNING
- CRF = CAPPED IRON PIN FOUND IN PLACE
- CRS = CAPPED REBAR SET
- PIN = PARCEL IDENTIFICATION NUMBER
- DCF = DIGGER CHAIN FOUND
- CL = CENTERLINE
- CORP = CORPORATION
- B.S.L. = BUILDING SETBACK LINE
- INST = INSTRUMENT
- CONC = CONCRETE
- —x—x— = FENCE
- —w—w— = FENCE

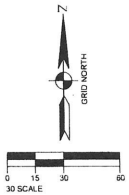
SURVEYOR'S NOTES:

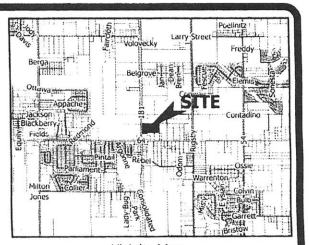
1. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
2. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
3. SURVEY WAS CONDUCTED ON NOVEMBER 4TH, 2024, AND IS RECORDED IN AN ELECTRONIC FIELD BOOK.
4. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSES, AND ARE BASED ON NAD 83, STATE PLANE GRID, ALABAMA WEST ZONE, USING GPS OBSERVATIONS.
5. ALL BEARINGS AND DISTANCES ARE ACTUAL AND RECORD UNLESS OTHERWISE SHOWN HEREON.
6. RECORD INFORMATION REFERENCED TO INSTRUMENT NUMBER 1685900 AND SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION (SLIDE 2825-A), AS RECORDED ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA

FLOOD STATEMENT:

PROPERTY LIES IN FLOOD ZONE "X" (UNSHADED), AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBERS 01003C0655M, COMMUNITY NUMBERS 010000, PANEL NUMBER 0650, SUFFIX "M", MAP REVISED DATE APRIL 18TH, 2019







Vicinity Map
N.T.S.

OWNER INFORMATION:
ESTATE OF GEORGIANNE SIMMS
C/O CARL E. JOHNSON
PO BOX 489
FOLEY, AL 36536

BUILDING SETBACKS AS PER CITY OF DAPHNE
B-2 ZONING:

FRONT: 20 FT
REAR: 0 FT
SIDE: 0 FT

FRONT SETBACKS ALONG STATE HIGHWAY 181 ARE BASED ON HIGHWAY CONSTRUCTION SETBACK AND ARE AS SHOWN HEREON.

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.

DESCRIPTION OF FUTURE LOT B-1 OF DAPHNE CARWASH:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), BEING THE SOUTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 89°53'29" E, ALONG THE SOUTH LINE OF SAID LOT A AND A PROJECTION THEREOF, A DISTANCE OF 390.00 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 00°00'00" E, A DISTANCE OF 130.64 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 89°54'27" W, A DISTANCE OF 132.15 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN S 00°10'02" W, A DISTANCE OF 51.01 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE NORTH LINE OF LOT 1A, SIMMS-FOSTER SUBDIVISION, BEING A MAP OR PLAT THEREOF, AS RECORDED ON SLIDE 2825-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N 89°45'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 258.75 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°18'04" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 49.47 FEET, TO A ONE-HALF CAPPED REBAR FOUND (19254), ON SAID EAST RIGHT-OF-WAY; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 130.53 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 1.47 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

WITNESS MY HAND THIS THE _____ DAY OF , 202__

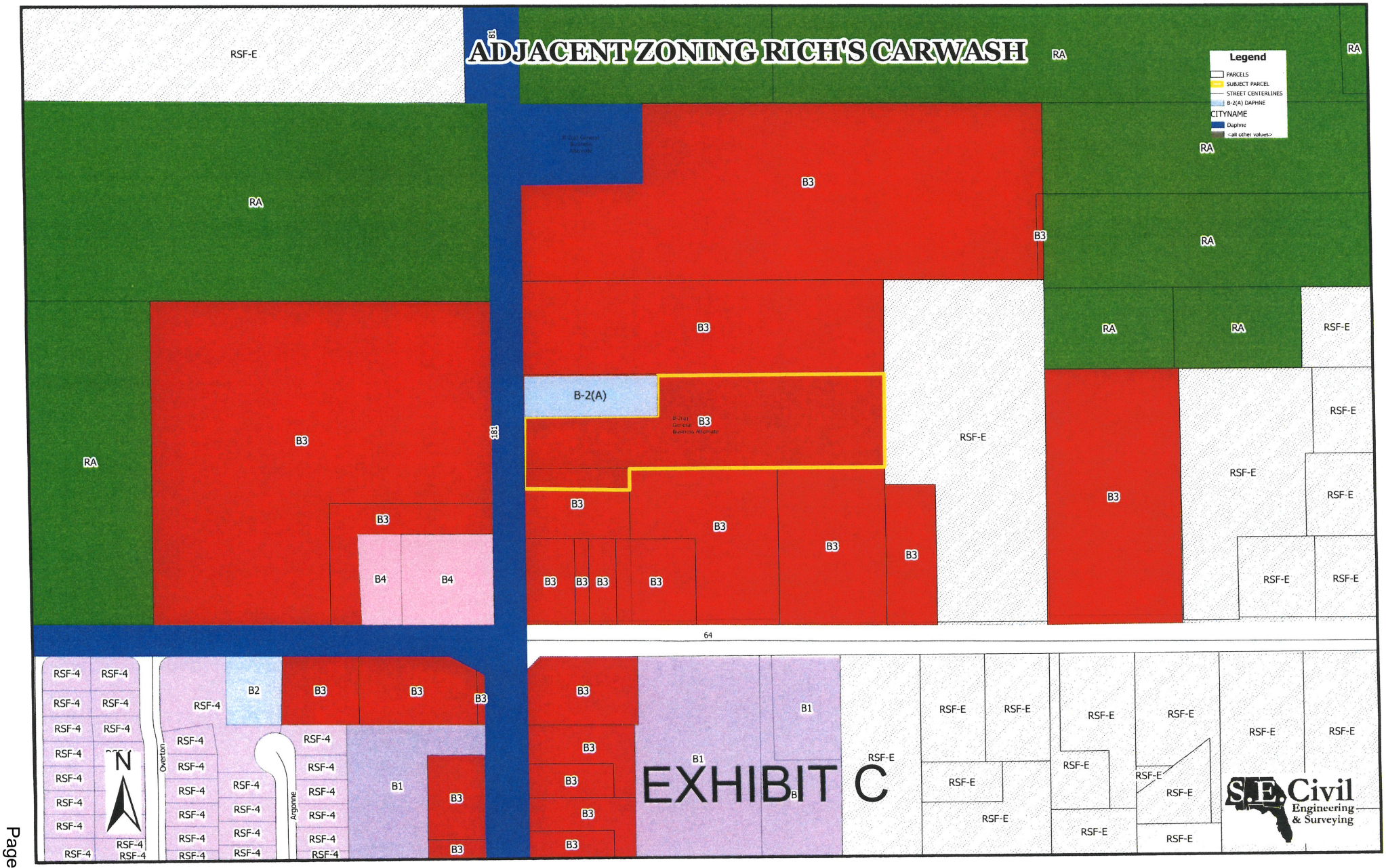
SURVEYOR: DAVID E. DIEHL, PLS ALABAMA LICENSE # 26014

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

ALABAMA LICENSED MOBILE/AL PROFESSIONAL LAND SURVEYOR DAVID E. DIEHL

EXHIBIT B

PROPERTY BOUNDARY SURVEY	S.E. Civil Engineering & Surveying, 9969 WINDMILL ROAD FAIRHOPE, AL 36532 (251) 990-6566 (CA-1167)	DRAWN	ASC
THE ESTATE OF GEORGIANNE SIMMS c/o CARL E. JOHNSON		CHKD.	DED
		PROJ MGR	DED
		SCALE	1" = 30'
		PROJECT	20241422
		FILE	B-1 BOUNDARY
		SHEET	1 OF 1


ADJACENT ZONING RICH'S CARWASH
EXHIBIT C
Legend
PARCELS
SUBJECT PARCEL
STREET CENTERLINES
B-2(A) DAPHNE
CITYNAME
Daphne
<all other values>
RSF-E
RA
B3
B-2(A)
B4
B2
B1
RSF-4
181
64
Overton
Argonne
N
S.E. Civil
Engineering & Surveying

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. SURVEY WAS CONDUCTED ON NOVEMBER 4TH, 2024, AND IS RECORDED IN AN ELECTRONIC FIELD BOOK.
4. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSES AND ARE BASED ON NAD 83 (2011), STATE PLANE GRID, ALABAMA WEST ZONE, USING GPS OBSERVATIONS.
5. ALL BEARINGS AND DISTANCES ARE ACTUAL AND RECORD UNLESS OTHERWISE SHOWN HEREON.
6. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.
7. RECORD INFORMATION REFERENCED TO INSTRUMENT NUMBER 1665900 AND SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION (SLIDE 2825-A), AS RECORDED ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

DRAINAGE/UTILITY EASEMENTS

EXTERNAL REAR AND SIDE BOUNDARY LOT LINES: 15 FEET
INTERIOR REAR AND SIDE LOT LINES: 10 FEET

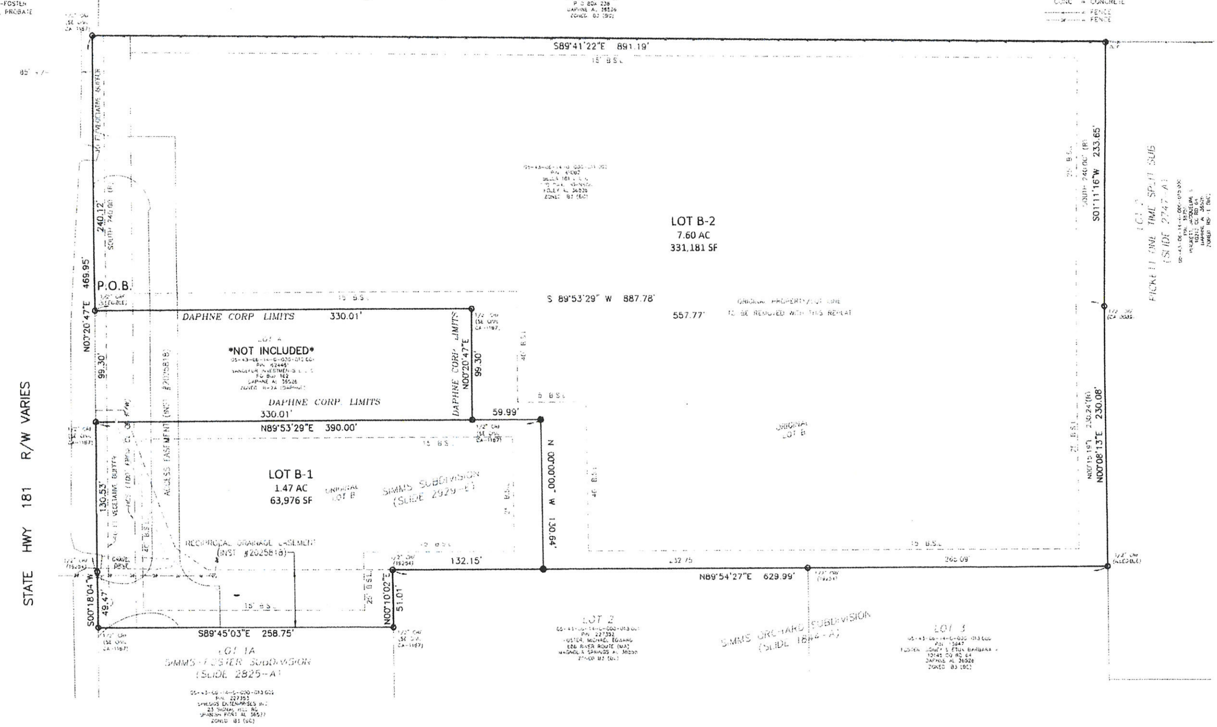
2183335
BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 04/23/2025 10:49 AM
TOTAL $25.00 1 Pages
SLIDE 0002995 - E

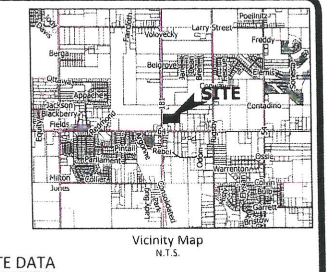
FLOOD STATEMENT:

PROPERTY LIES IN FLOOD ZONE "X" (UNSHADED), AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBERS 01003C0655M COMMUNITY NUMBERS 015000, PANEL NUMBER 0655, SUFFIX "M", MAP REVISED DATE APRIL 19TH, 2019

LEGEND:

- ● = 1/2" CRS (CA-1167-LS)
- R/W = RIGHT-OF-WAY
- HCS = HIGHWAY CONSTRUCTION SETBACK
- P.O.B. = POINT OF BEGINNING
- CRF = CAPPED IRON PIN FOUND IN PLACE
- CRS = CAPPED REBAR SET (CA-1167-LS)
- PIN = PARCEL IDENTIFICATION NUMBER
- DCF = DIGGER CHAIN FOUND
- CL = CENTERLINE
- CORP = CORPORATION
- B.S.L. = BUILDING SETBACK LINE
- INST = INSTRUMENT
- CONC = CONCRETE
- FENCE
- FENCE





Vicinity Map
N.T.S.

SITE DATA

Zoning	B-3
Total Area	9.07 AC
Total Lots	2
Planning Dist.	15
Smallest Lot	63,976 SF (LOT B-1)
Largest Lot	331,181 SF (LOT B-2)
Street Length	NONE

PARCEL NUMBERS
05-43-06-14-0-000-012.000
05-43-06-14-0-000-011.000

BUILDING SETBACKS AS PER B-3 ZONING, BALDWIN COUNTY PLANNING DISTRICT 15:
FRONT: 40 FT.
REAR: 25 FT.
SIDE: 15 FT.

*FRONT SETBACKS ALONG ALABAMA HIGHWAY 181 AND COUNTY ROAD 64 ARE BASED ON HIGHWAY CONSTRUCTION SETBACK AND ARE AS SHOWN HEREON *

OWNER OF RECORD & SUBDIVIDER:
ESTATE OF GEORGIANNE SIMMS
C/O CARL E. JOHNSON
PO BOX 489
FOLEY, AL 36536

OWNER OF RECORD & SUBDIVIDER:
BELLA 181, LLC
PO BOX 489
FOLEY, AL 36536

UTILITY PROVIDERS
Water: BELFOREST WATER SYSTEM
Sewer: BALDWIN COUNTY SEWER SERVICE
Power: RIVIERA UTILITIES

SURVEYOR
S.E. CIVIL ENGINEERING AND SURVEYING, LLC
9969 WINDMILL ROAD
FAIRHOPE, AL 36532
DAVID E. DIEHL, P.L.S. NO. 26014

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.

LOT B, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

TOGETHER WITH:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR FOUND (ILLEGIBLE), BEING THE NORTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 240.12 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167); THENCE LEAVING SAID EAST RIGHT-OF-WAY, RUN S 89°41'22" E, A DISTANCE OF 891.19 FEET, TO A DIGGER CHAIN FOUND; THENCE RUN S 01°11'16" W, A DISTANCE OF 233.65 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (CA 0089); THENCE RUN S 89°53'29" W, A DISTANCE OF 887.78 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 4.84 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

AND THAT THE PLAT OR MAP CONTAINED HEREON IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED IS DIVIDED GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND EASEMENT AND ITS NUMBER AND SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS AND GIVING THE BEARINGS, LENGTH, WIDTH 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 THUS (O) AS HEREON SHOWN. 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 7th DAY OF APRIL, 2025.

SURVEYOR DAVID E. DIEHL, PLS ALABAMA LICENSE # 26014

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

ALABAMA LICENSED NO.26014 PROFESSIONAL LAND SURVEYOR DAVID E. DIEHL

CERTIFICATE OF APPROVAL BY BCSS

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY SEWER SERVICE, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15th DAY OF April, 2025

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF THE BALDWIN COUNTY PLANNING DIRECTOR:

THE UNDERSIGNED, AS DIRECTOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA THIS DAY OF April 17, 2025

PLANNING DIRECTOR

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

THE UNDERSIGNED, AS COUNTY ENGINEER OF BALDWIN COUNTY, ALABAMA HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE 22 DAY OF APRIL, 2025.

COUNTY ENGINEER

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION

THE UNDERSIGNED, AS Chairman OF BALDWIN COUNTY PLANNING AND ZONING COMMISSION, HEREBY CERTIFIES THAT, AT ITS MEETING OF Apr 3, 2025, THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION APPROVED THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE 17 DAY OF April, 2025

BALDWIN COUNTY PLANNING AND ZONING COMMISSION

BY
ITS Chairman

CERTIFICATION OF OWNERSHIP AND DEDICATION:

I/WE, ESTATE OF GEORGIANNE SIMMS BY CARL E. JOHNSON, EXECUTOR, AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS RICK'S SUBDIVISION, A RESUBDIVISION OF LOT B SIMMS SUBDIVISION AS RECORDED AT SLIDE 2929-E, A RESUBDIVISION OF LOT 1C SIMMS FOSTER SUBDIVISION AS RECORDED IN SLIDE 2825-A, A RESUBDIVISION OF MULTIPLE PARCELS, INCLUDING LOT 1, SIMMS ORCHARD, AS RECORDED AT SLIDE 1844-A, A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND THAT THE STREETS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

DATED THIS 9TH DAY OF APRIL, 2025

CARL JOHNSON, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGIANNE SIMMS JOHNSON

CERTIFICATION BY NOTARY PUBLIC:

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Charlotte W. Magner, A NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN, IN THE STATE OF ALABAMA DO CERTIFY THAT CARL JOHNSON, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGIANNE SIMMS JOHNSON WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE CERTIFICATION OF OWNERSHIP AND DEDICATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE (THEY) SIGNED, SEALED AND DELIVERED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE (THEY) SIGNED, SEALED AND DELIVERED SAID INSTRUMENT AT HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 9th DAY OF April, 2025

NOTARY PUBLIC MY COMMISSION EXPIRES

CHARLOTTE W. MAGNER
Notary Public, Alabama State At Large
My Commission Expires 05/03/2028

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES ELECTRIC

THE UNDERSIGNED, AS AUTHORIZED BY RIVIERA UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 16th DAY OF April, 2025

AUTHORIZED REPRESENTATIVE

CERTIFICATION OF OWNERSHIP AND DEDICATION:

I/WE, BELLA 181, LLC, AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS RICK'S SUBDIVISION, A RESUBDIVISION OF LOT B SIMMS SUBDIVISION AS RECORDED AT SLIDE 2929-E, A RESUBDIVISION OF LOT 1C SIMMS FOSTER SUBDIVISION AS RECORDED IN SLIDE 2825-A, A RESUBDIVISION OF MULTIPLE PARCELS, INCLUDING LOT 1, SIMMS ORCHARD, AS RECORDED AT SLIDE 1844-A, A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND THAT THE STREETS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

DATED THIS 9th DAY OF APRIL, 2025

PAUL JOHNSON AS MEMBER OF BELLA 181, LLC

CERTIFICATION BY NOTARY PUBLIC:

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Charlotte W. Magner, A NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN, IN THE STATE OF ALABAMA DO CERTIFY THAT PAUL JOHNSON, AS MEMBER OF BELLA 181, LLC WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE CERTIFICATION OF OWNERSHIP AND DEDICATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE (THEY) SIGNED, SEALED AND DELIVERED SAID INSTRUMENT AT HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 9th DAY OF April, 2025

NOTARY PUBLIC MY COMMISSION EXPIRES

CHARLOTTE W. MAGNER
Notary Public, Alabama State At Large
My Commission Expires 05/03/2028

GENERAL NOTES:

1. FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS.
2. ALL COMMON AREAS WITHIN THE DEVELOPMENT, INCLUDING DRAINAGE FACILITIES, ARE NOT THE RESPONSIBILITY OF BALDWIN COUNTY TO MAINTAIN, BUT SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION, AS OUTLINED IN THE COVENANTS AND RESTRICTIONS, RECORDED IN THE BALDWIN COUNTY PROBATE RECORDS.
3. THERE IS A DEDICATED HEREWITH A 15 FOOT UTILITY EASEMENT ON ALL FRONT AND REAR LOT LINES AND A 10 FOOT UTILITY EASEMENT ON EACH SIDE OF LOT AND COMMON AREA LINES, UNLESS OTHERWISE NOTED.
4. ACCESS EASEMENT AS SHOWN HEREON SHALL BE MAINTAINED BY PROPERTY OWNER AS OUTLINED IN INSTRUMENT 2025818 AND SHALL NOT BE THE RESPONSIBILITY OF BALDWIN COUNTY OR THE CITY OF DAPHNE.
5. ALL SIDEWALKS WITHIN THIS DEVELOPMENT SHALL BE ADA COMPLIANT.
6. THE BUILDING SETBACK LINE FROM JURISDICTIONAL WETLANDS SHALL BE 30 FEET WITHIN WHICH A MINIMUM 15 FOOT NATURAL BUFFER SHALL BE PROVIDED UPLAND OF ALL JURISDICTIONAL WETLANDS.
7. ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND.
8. 10' WIDE LANDSCAPE BUFFERS ALONG STATE HIGHWAY 181 SHALL COMPLY WITH THE BALDWIN COUNTY ZONING ORDINANCE.

CERTIFICATE OF APPROVAL BY BELFOREST WATER SYSTEM

THE UNDERSIGNED, AS AUTHORIZED BY BELFOREST WATER SYSTEM HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15 DAY OF APRIL, 2025

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF APPROVAL BY E-911 ADDRESSING

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY E-911 BOARD HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE WITHIN PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 11 DAY OF APRIL, 2025

AUTHORIZED SIGNATURE

DAPHNE CARWASH

A RE-SUBDIVISION OF LOT B SIMMS SUBDIVISION AS RECORDED AT SLIDE 2929-E, A RE-SUBDIVISION OF LOT 1C SIMMS FOSTER SUBDIVISION AS RECORDED IN SLIDE 2825-A, A RE-SUBDIVISION OF MULTIPLE PARCELS, INCLUDING LOT 1, SIMMS ORCHARD, AS RECORDED AT SLIDE 1844-A.

3/10/2025

PROPERTY BOUNDARY SURVEY & RE-SUBDIVISION

THE ESTATE OF GEORGIANNE SIMMS c/o CARL E. JOHNSON & BELLA 181, LLC

S.E. Civil Engineering & Surveying
9969 WINDMILL ROAD
FAIRHOPE, AL 36532
(251) 990-6566
(CA-1167)

DRAWN	ASC
CHKD.	DED
PROJ MGR	DED
SCALE	1"=50'
PROJECT	20241422
FILE	FINAL PLAT
SHEET	1 OF 1

ESTATE OF GEORGIANNE SIMMS ADJACENT PROPERTY OWNERS

Owner Name	Address	City	State	Zip
ALLEGRI, JOSEPH A JR PROPERTIES II L L C	10139 VOLVECKY DR	DAPHNE	AL	36526
BELLA 181 L L C	P O BOX 489	FOLEY	AL	36536
FOSTER, MICHAEL EDWARD AND FOSTER, VICKI LOUISE TRUSTEES OR THEIR SUCCESSORS IN INTEREST OF THE MICHAEL AND VICKI FOSTER FAMILY TRUST DATED FEBRUARY 6 2024	686 RIVER RTE	MAGNOLIA SPGS	AL	36555
GREGORIUS, DONALD	P O BOX 238	DAPHNE	AL	36526
HILTON CAPITAL GROUP L L C	5710 WOOSTER PIKE STE 320	CINCINNATI	OH	45227
PUCKETT, JACQUELINE S	10213 CO RD 64	DAPHNE	AL	36526
SANDEFUR INVESTMENTS L L C	PO BOX 162	DAPHNE	AL	36526
SIMMS, GEORGIANNE THE ESTATE OF	PO BOX 489	FOLEY	AL	36536
SPRIGGS ENTERPRISES INC	23 SIGNAL HILL RD	SPANISH FORT	AL	36527
VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP	10139 VOLOVECKY DR	DAPHNE	AL	36526
SE CIVIL	9969 WINDMILL ROAD	FAIRHOPE	AL	36532

COMMUNITY DEVELOPMENT

Daphne
ALABAMA

March 11, 2025

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for The Estate of Georgianne Simms containing 1.47 acres +/- located northeast of the intersection of County Road 64 and Alabama Highway 181 to be pre-zoned as B-2, General Business. A petition to annex said property has also been submitted.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, April 16, 2025 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, April 25, 2025 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

The Estate of Georgianne Simms Pre-Zoning Amendment

COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM

Daphne
ALABAMA

DATE: April 25, 2024

TO: Office of the City Clerk

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

SUBJECT: The Estate of Georgianne Simms Annexation Petition

PRESENT ZONING: B-3, General Business, Baldwin County District 15

LOCATION: Northeast of County Road 64 and Alabama Highway 181

RECOMMENDATION: At the April 24, 2025 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.

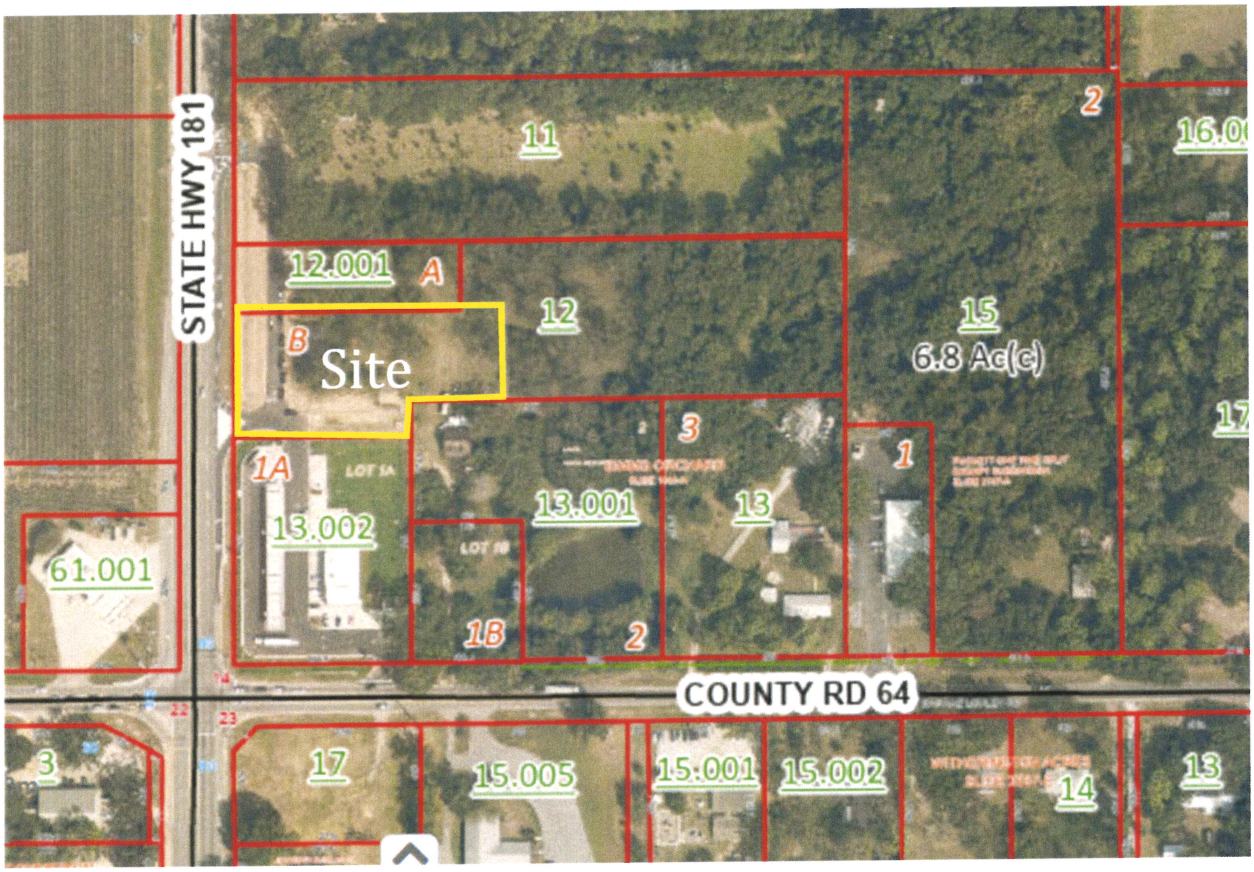
Attached please find the appropriate documentation and action of the Daphne Planning Commission.

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
2. Petition for Annexation and Supplemental Documents

THE ESTATE OF GEORGIANNE SIMMS ANNEXATION PETITION



THE ESTATE OF GEORIANNA SIMMS ANNEXATION REQUEST

The applicant proposes to annex the subject property into the corporate limits. The site meets the contiguity requirement because it abuts Alabama State Route 181 (Highway 181), a road right-of-way which is inside the Daphne corporate limits, as well as Scooter's Coffee shop to the north (annexed May 20, 2024 Ordinance 2024-09).

RECOMMENDATION

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. Staff recommends approval of the request to annex this property. On 04/24/25, the Planning Commission set forth a unanimously favorable recommendation to City Council to annex the subject property.

Excerpt from Article 23-1 Procedure [for Annexation Requests]

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

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

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

APPLICATION
&
SUPPLEMENTAL INFORMATION

STATE OF ALABAMA

COUNTY OF BALDWIN

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

(_____)

The undersigned, ESTATE OF GEORGIANNE SIMMS BY CARL E. JOHNSON, EXECUTOR, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, Lot B-1 Daphne Carwash, 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, ESTATE OF GEORGIANNE SIMMS BY CARL E. JOHNSON, EXECUTOR, 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: Requesting B-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.

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: CEJ _____

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: CEJ _____

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

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: CEJ _____

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

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 20TH day of MARCH, 2025.

Legal Description Attached (Exhibit A)? YES Map or Survey Attached (Exhibit B)? YES
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? YES Acreage 1.47 AC.
Subdivision Name DAPHNE CARWASH Lot Number(s) LOT- B-1

Names and Signature of ALL property owners:

Signature: Carl E. Johnson Signature: _____

Printed Name: CARL E. JOHNSON Printed Name: _____

Mailing Address: PO Box 489 Mailing Address: _____
FOLEY, AL 36536

DATED this 20TH day of MARCH, 2025

Respectfully submitted by,

ESTATE OF GEORGIANNE SIMMS
CARL E. JOHNSON, EXECUTOR
Name of Owner (Print)

Carl E. Johnson, EXECUTOR
Name of Owner (Signature)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Charlotte W MAGNER, the undersigned Notary Public in and for said county and state, hereby certify that Carl E Johnson 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 20th day of March, 2025.

CHARLOTTE W. MAGNER NOTARY PUBLIC ALABAMA STATE AT LARGE

Charlotte W Magner
NOTARY PUBLIC

My commission expires: CHARLOTTE W. MAGNER
Notary Public, Alabama State At Large
My Commission Expires 05/03/2028

Owner's Address

PO BOX 489
FOLEY, AL 36536

"EXHIBIT A"

LEGAL DESCRIPTION DAPHNE CARWASH TO BE KNOWN AS FUTURE LOT B-1 DAPHNE CARWASH

DESCRIPTION OF FUTURE LOT B-1 OF DAPHNE CARWASH:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), BEING THE SOUTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181: THENCE RUN

N 89°53'29" E, ALONG THE SOUTH LINE OF SAID LOT A AND A PROJECTION THEREOF, A DISTANCE OF 390.00 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN

S 00°00'00" E, A DISTANCE OF 130.64 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 89°54'27" W, A DISTANCE OF 132.15 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN S 00°10'02" W, A DISTANCE OF 51.01 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE NORTH LINE OF LOT 1A, SIMMS-FOSTER SUBDIVISION, BEING A MAP OR PLAT THEREOF, AS RECORDED ON SLIDE 2825-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N 89°45'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 258.75 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°18'04" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 49.47 FEET, TO A ONE-HALF CAPPED REBAR FOUND (19254), ON SAID EAST RIGHT-OF-WAY; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 130.53 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 1.47 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

LEGEND:

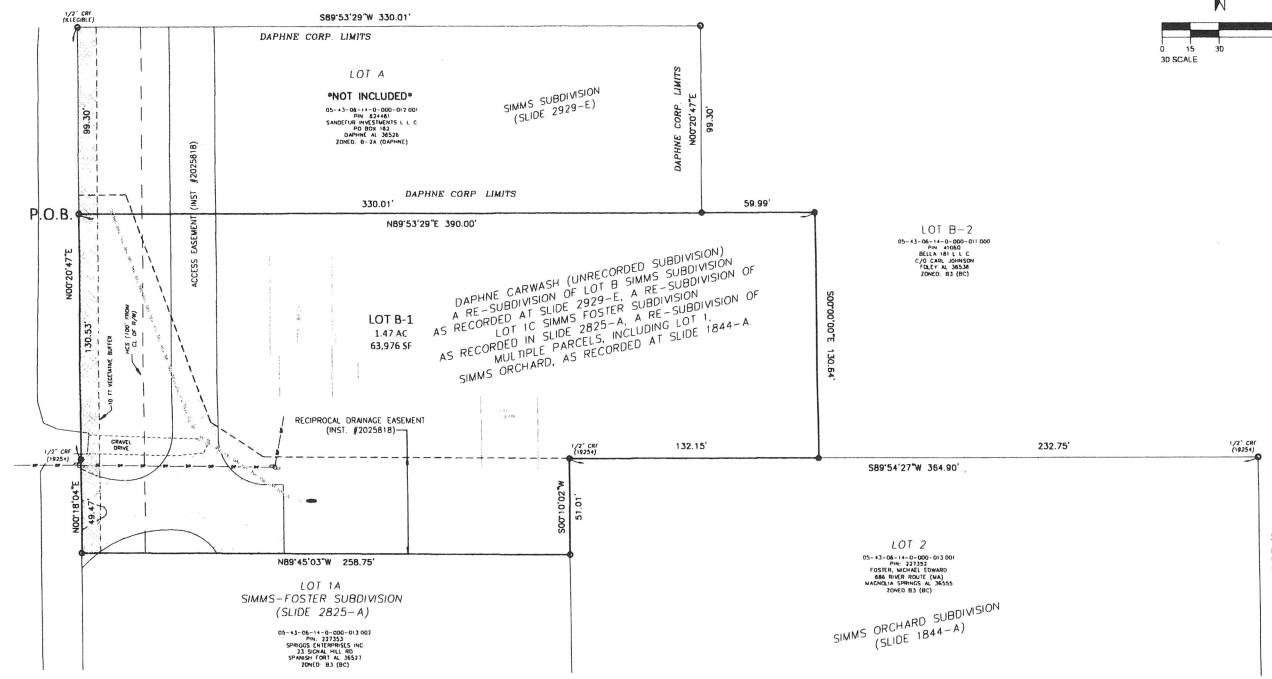
- ● = 1/2" CRS (SE CIVIL CA-1167)
- ○ = 1/2" CRF (SE CIVIL CA-1167) UNLESS OTHERWISE NOTED
- R/W = RIGHT-OF-WAY
- ACS = ACCESSIBLE CONSTRUCTION SETBACK
- P.O.B = POINT OF BEGINNING
- CRF = CAPPED IRON PIN FOUND IN PLACE
- CRS = CAPPED REBAR SET
- PIN = PARCEL IDENTIFICATION NUMBER
- DCF = DIGGER CHAIN FOUND
- CL = CENTERLINE
- CORP = CORPORATION
- B.S.L. = BUILDING SETBACK LINE
- INST = INSTRUMENT
- CONC = CONCRETE
- —x—x— = FENCE
- —w—w— = FENCE

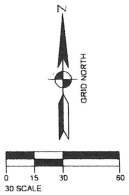
SURVEYOR'S NOTES:

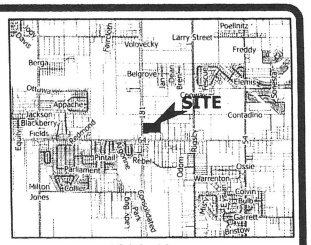
1. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
2. THIS MAP WAS NOT INTENDED TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
3. SURVEY WAS CONDUCTED ON NOVEMBER 4TH, 2024, AND IS RECORDED IN AN ELECTRONIC FIELD BOOK.
4. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSES, AND ARE BASED ON NAD 83, STATE PLANE GRID, ALABAMA WEST ZONE, USING GPS OBSERVATIONS.
5. ALL BEARINGS AND DISTANCES ARE ACTUAL AND RECORD UNLESS OTHERWISE SHOWN HEREON.
6. RECORD INFORMATION REFERENCED TO INSTRUMENT NUMBER 1685900 AND SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION (SLIDE 2825-A), AS RECORDED ON SLIDE 2928-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA

FLOOD STATEMENT:

PROPERTY LIES IN FLOOD ZONE "X" (UNSHADED), AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBERS 01003C0855M, COMMUNITY NUMBERS 010060, PANEL NUMBER 0855, SUFFIX "M", MAP REVISED DATE APRIL 19TH, 2019







Vicinity Map
N.T.S.

OWNER INFORMATION:
ESTATE OF GEORGIANNE SIMMS
C/O CARL E. JOHNSON
PO BOX 489
FOLEY, AL 36536

BUILDING SETBACKS AS PER CITY OF DAPHNE
B-2 ZONING:

FRONT: 20 FT
REAR: 0 FT
SIDE: 0 FT

FRONT SETBACKS ALONG STATE HIGHWAY 181 ARE BASED ON HIGHWAY CONSTRUCTION SETBACK AND ARE AS SHOWN HEREON.

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.

DESCRIPTION OF FUTURE LOT B-1 OF DAPHNE CARWASH:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), BEING THE SOUTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 89°53'29" E, ALONG THE SOUTH LINE OF SAID LOT A AND A PROJECTION THEREOF, A DISTANCE OF 390.00 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 00°00'00" E, A DISTANCE OF 130.64 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 89°54'27" W, A DISTANCE OF 132.15 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN S 00°10'02" W, A DISTANCE OF 51.01 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE NORTH LINE OF LOT 1A, SIMMS-FOSTER SUBDIVISION, BEING A MAP OR PLAT THEREOF, AS RECORDED ON SLIDE 2825-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N 89°45'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 258.75 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°18'04" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 49.47 FEET, TO A ONE-HALF CAPPED REBAR FOUND (19254), ON SAID EAST RIGHT-OF-WAY; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 130.53 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 1.47 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

WITNESS MY HAND THIS THE _____ DAY OF , 202__

SURVEYOR: DAVID E. DIEHL, PLS ALABAMA LICENSE # 26014

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

ALABAMA LICENSED NO. 26014 PROFESSIONAL LAND SURVEYOR DAVID E. DIEHL

EXHIBIT B

PROPERTY BOUNDARY SURVEY	S.E. Civil Engineering & Surveying 9969 WINDMILL ROAD FAIRHOPE, AL 36532 (251) 990-6566 (CA-1167)	DRAWN	ASC
THE ESTATE OF GEORGIANNE SIMMS c/o CARL E. JOHNSON		CHKD.	DED
		PROJ MGR	DED
		SCALE	1" = 30'
		PROJECT	20241422
		FILE	B-1 BOUNDARY
		SHEET	1 OF 1

June 2, 2025
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 6:00pm.

2. ROLL CALL:

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

COUNCIL MEMBERS ABSENT: Angie Phillips

Also Present: Candace Antinarella, City Clerk; Patrick Dungan, City Attorney; Mayor LeJeune; Chief Gulsby, Police; Chief Tacon, Fire; Adrienne Jones, Planning; Emmie Powell, Library; Kelli Reid, Finance; Bobby Purvis, Public Works; Troy Strunk, City Development; Andy Bobe, City Engineer; Randy Jones, Public Works; Vickie Hinman, Human Resources; Ange Baggett, Marketing/Tourism; Charlie McDavid, Recreation; Schuyler Smith, Junior City Councilmember; and Lakyn Coggin, Junior City Councilmember.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Lamar Green, Daphne Fire Department.

3. APPROVE THE MINUTES:

The minutes from the May 19, 2025 regular meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE
Councilwoman Phillips was absent.

B. BUILDINGS & PROPERTY COMMITTEE
Councilman Goodlin said the next meeting is June 9th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE
Councilman Hughes said the next meeting is June 9th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE
Councilman Olen said the Committee met earlier and the next meeting is July 7th at 4:30pm.

E. PUBLIC WORKS COMMITTEE
Councilwoman Conaway said the next meeting is July 7th at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments
Mrs. Jones said there was no report.

B. Daphne Public School Commission
Councilwoman Conaway said the next meeting will be August 25th at 4:30pm.

C. Downtown Redevelopment Authority
Councilwoman Conaway said the next meeting is June 12th at 5:30pm.

D. Industrial Development Board
Councilman Scott said the next meeting is June 17th at 4:30pm.

E. Library Board
Councilman Goodlin said the next meeting is July 10th at 4:30pm.

F. Planning Commission
Councilman Olen said the next meeting is June 26th at 5:00pm.

G. Recreation Board
Councilman Hughes said the next meeting is July 9th at 6pm in the Jubilee Conference Room.

H. Utility Board
Councilman Coleman said the next meeting is June 25th at 5:00pm.

6. PUBLIC PARTICIPATION:

Public participation opened at 6:06pm. No one came forward to speak.

Public participation closed at 6:07pm.

7. MAYOR'S REPORT:

Mayor LeJeune updated the Council and citizens on the coyote situation. He said "Evening with the Mayor" is June 24th at Moe's.

8. CITY ATTORNEY REPORT:

City Attorney asked the Council to consider going into Executive Session at the end of the meeting and no action will need to be taken from the Council.

9. DEPARTMENT HEAD COMMENTS:

Chief Gulsby, Police, updated the Council about promotion interviews, new vehicles delivered and multiple officers at the Police Academy.

Chief Tacon, Fire, updated the Council on vehicle inspections and new hires.

Emmie Powell, Library, said the Summer Reading Program is off to a great start.

Bobby Purvis, Public Works, spoke on the recent storm that occurred in Daphne and commended the Public Works department.

Charlie McDavid, Recreation, spoke on the recent pickleball tournaments at Lott Park and upcoming tennis camps.

Adrienne Jones, Planning, updated the Council on the Land Use and Development Ordinance.

Andy Bobe, City Engineer, shared about a grant project he's been working on as well as the upcoming Bayfront Expansion.

10. CITY CLERK'S REPORT:

City Clerk said qualifying for elections will be June 10 – 24 from 8am – 5pm. She reminded the Council there will be a volunteer breakfast on Wednesday at 7:30am.

MOTION by Councilman Coleman to approve the 140 – Special Events Retail to Mancis Antique LLC located at 704 Belrose Avenue and authorize the Mayor to execute a Special Events Right of Way Use Agreement. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to approve the 020 – Restaurant Retail Liquor to Grizzly Pizza LLC located at 1709 Main Street. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to approve the 020 – Restaurant Retail Liquor to S Brooks LLC dba Whiskey Bay Bar and Grill located at 29875 US Highway 98. Seconded by Councilman Hughes. Council asked about the new ownership and if any changes had occurred. Council discussed concerns. Councilwoman Conaway and Councilman Hughes withdrew their motions.

MOTION by Councilman Hughes to table the application from Whiskey Bay Bar and Grill for the 020 – Restaurant Retail Liquor. Seconded by Councilwoman Conaway.

MOTION by Councilman Olen to amend the motion to table the application from Whiskey Bay Bar and Grill for the 020 – Restaurant Retail Liquor until the July 7, 2025 City Council meeting. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to approve the Ballin' on Belrose Run/Walk Challenge on May 16, 2026 from 6:30am – 1:00pm with a road closure of Belrose Avenue. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to approve the Encourage Your Heart 3rd Bi-Annual Grief and Loss Awareness Day on September 27, 2025 from 10:00am – 2:00pm in City Hall Parking Lot. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.

11. <u>RESOLUTIONS</u>:

A. **2025 - 38 -** Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property - 2005 Ford F150, Pews, Bench, Court Furnishings

B. **2025 – 39 –** Resolution Authorizing the Mayor to Execute a Right-of-Way Access Agreement with Baldwin County Trailblazers, Inc.

MOTION by Councilwoman Conaway to waive the reading of Resolutions 2025-38 and 2025-39. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to adopt Resolution 2025-38. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilwoman Conaway to adopt Resolution 2025-39. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.

12. 2ND READ ORDINANCES:

A. 2025 – 10 – Ordinance Amending the City of Daphne's Ordinance Regulating Parking

MOTION by Councilman Hughes to waive the reading of Ordinance 2025-10. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Hughes to adopt Ordinance 2025-10. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.

13. 1ST READ ORDINANCES:

A. 2025 - 11 - Ordinance Amending the City of Daphne's Land Use and Development Ordinance, Article XXIV: Vacation of Easement and/or Right-of-Way

14. COUNCIL COMMENTS

Councilman Hughes said Summer Reading kickoff at the Library was great.

Councilman Goodlin reminded the citizens that the County has started their recycling program.

Councilman Coleman spoke regarding the recycling program.

Councilman Olen reminded everyone that next Tuesday is the "Blessing of the Baby Box" at 12:00pm at Fire Station 5.

Council President Scott said he appreciates the Council.

Mayor LeJeune wished Councilwoman Phillips a happy birthday and wished everyone happy father's day.

City Attorney certified that the Council should enter into an Executive Session concerning matters of controversy. He said it should take 20-30 minutes and the Council should not have any reason to take any action.

MOTION by Councilman Coleman to enter into Executive Session. Seconded by Councilwoman Conaway.

City Clerk called roll.

Councilwoman Conaway	**Aye**
Councilman Olen	**Aye**
Councilman Coleman	**Aye**
Councilman Goodlin	**Aye**
Councilman Hughes	**Aye**
Councilwoman Phillips	**Absent**
Council President Scott	**Aye**

MOTION CARRIED UNANIMOUSLY.

15. <u>ADJOURN</u>:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED INTO EXECUTIVE SESSION AT 6:41PM.

Respectfully submitted by,

_____
Candace G. Antinarella, MMC, City Clerk

Certification of Presiding Officer,

_____
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	$50,271.68	383	296	216	181	150	43	53	36	33	25
Jan	$132,049.79	$259,810.62	$33,804.54	$163,953.56	$80,404.50	372	350	152	295	173	24	36	33	25	20
Feb	$97,396.64	$129,315.56	$44,081.76	$84,412.27	$37,199.09	350	292	169	229	163	32	32	31	23	20
Mar	$95,472.42	$116,358.20	$30,603.28	$57,825.99	$320,154.95	391	431	181	240	165	52	84	44	24	16
Apr	$80,088.89	$60,816.35	$76,873.19	$171,191.80	$89,713.72	373	324	212	348	202	40	42	27	15	19
May	$101,848.37	$65,454.25	$147,875.62	$207,947.06	**$155,349.01**	380	306	288	368	**211**	42	48	20	30	**17**
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	**$934,872.01**	4537	3945	2740	3138	**1,419**	451	481	331	330	**146**
ercent	NA	20.00%	-27.78%	34.66%		NA	-13.05%	-30.54%	14.53%	%	NA	6.65%	-31.19%	-0.30%	

May FY2025 Building Inspections-

211 Permits issued, 8 New Resdiential Homes permitted and 17 Certificate Of Occupancies issued

Infirmary Health, Discount Tire, Daphne Justice Center, and Whataburger Daphne Courtroom addition are all in progress.

Demolition is nearing completion at 1110 Johnson Road and demolition is in progress at 1005 Wilson Ave.

BUILDINGS & PROPERTY COMMITTEE MEETING
May 12, 2025 5:15 p.m.
City Hall, Jubilee Conference Room
1705 Main Street, Daphne, AL 36526

MEETING MINUTES

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

MEMBERS ABSENT: Councilman Olen and Councilwoman Conaway

ALSO PRESENT: Mayor LeJeune, Patrick Dungan, City Attorney; Troy Strunk, City Development; Eric Butler, Building Inspection; Andy Bobe, City Engineer; Kelli Reid, Finance; Charlie McDavid, Recreation; Ange Baggett, Civic Center; Bobby Purvis, Public Works; Emmie Powell, Library; Jennifer Rulon, Senior Center; Dareon Maynard, Junior Councilmember; Emma Coleman, Junior Councilmember; and Jessica Linne, Assistant City Clerk.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Olen called the meeting to order at 5:14p.m.

2) MINUTES

Councilman Olen reviewed the minutes from the April 14, 2025 meeting.

3) PUBLIC PARTICIPATION

Shane Balhatchet, 2 St. Charles Place, shared concerns about recent coyotes in the area.

Bill Wojciechowski, 2122 Old County Road, asked what the City would be doing to help with the coyote problem.

Margie Whiteside, 412 Colleve Avenue, expressed concerns about recent coyotes in the area.

David Johnson, 6870 Steadmans Lane, expressed his concerns about coyotes.

Barbara Stanson shared that there are younger coyotes as well as adult coyotes.

Nancy Johnson, 6870 Steadmans Lane, expressed her concern over the aggression of the coyotes.

Leslie Wojciechowski, 2122 Old County Road, shared concerns.

Glen Gorowsky, 706 Captain O'Neal Drive, said his neighbors have seen coyotes and blames the developments.

Steve McArthur, 464 Ridgewood, said there isn't an easy solution to the coyotes.

Mayor LeJeune said they've been in contact with Wildlife Solutions and he's going to ask Council for funding for traps.

Tracy Robbins, 410 College Avenue, said there's property near her home to place traps.

MOTION by Councilman Scott to recommend to Council to allocate additional funds to hire Wildlife Solutions to set traps for coyotes. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.

Valerie White, 331 Hayden Street, said she operates a daily food truck and would hope the Council for permit a monthly fee for food trucks to set up in the City Parks.

4) BUILDING INSPECTION REPORT

Eric Butler gave the Building Inspection Report.

5) CIVIC CENTER & BAYFRONT PAVILION REPORT

Ange Baggett gave the Civic Center Report.

6) RECREATION REPORT

Charlie McDavid gave a Recreation report and an update on the Animal Shelter. Jennifer Rulon gave an update on the Senior Center.

7) LIBRARY REPORT

Emmie Powell gave the Library Report.

8) FACILITIES REPORT

Bobby Purvis gave the Facilities Report and reminded everyone Public Works' Day is May 14th..

9) OLD BUSINESS

Mayor LeJeune reminded everyone May Day is May 17th from 10:00am – 1:00pm.

10) NEW BUSINESS

MOTION by Councilman Scott to recommend to Council to approve the Resolution to Reclassify Milton Jones Road to Minor Collector. Seconded by Councilman Hughes. MOTION CARRIED UNANIMOUSLY.

11) ANY OTHER BUILDINGS AND PROPERTY BUSINESS

12) NEXT MEETING

The next meeting is scheduled for Monday, May 12, 2025 at 5:15 p.m.

13) ADJOURN

There being no further business to discuss, the Committee adjourned at 6:01pm.

Abatement Proposal

DATE: ***5/29/2025***

PROPERTY: ***JEMISON, JAMES ETAL MOSLEY, MARKES; DICK AND ENS, ALLEN J***
2306 Locke Ln
PIN 319863
PARCEL 43-04-17-1-000-026.002

REASON: ***Citizen complaint/Code Enforcement complaints***

BUILDING OFFICIAL RECOMMENDATION: ***As per Ordinance 2024-17, the residential building meets multiple requirements of Section 3 to be deemed a "dangerous building". My recommendation is demolition of the structure.***

PICTURES:

Further information available upon request

Eric Butler, CBO

City Of Daphne
1705 S. Main Street, Daphne, AL 36526
251-620-2100 • www.daphneal.com

From: Heather Corbin <thnkwthurheart@aol.com>
Sent: Tuesday, May 27, 2025 3:35:57 PM
To: ebutler@daphneal.com <ebutler@daphneal.com>
Subject: Locke lane junk yard

Hey there!

The Mayors office instructed me the proper avenue was to contact you and your office about a home on Locke Lane in Daphne arount the curve from Caroline Ave.. I as well as my parents live nearby and are concerned with the structure and the condition of the property located at 2306 Locke Lane.

There are MANY people including children residing there and the main concern is their well being. The condition of the property surrounding the structure is consistently used as a dump site and vehicle salvage. The contents are being spewed throughout the area and are not only harmful to the environment and fauna of Daphne but a horrible eye sore.

Please take this information into account when considering the future of its owners/residents/property protection and the well-being of its surroundings.

With intent,
Heather Corbin
President of Fairhope Emblem Club 241
251-454-9589

Sent from AOL on Android

STATE OF ALABAMA)
COUNTY OF BALDWIN)

FACILITY LEASE AGREEMENT

THIS FACILITY LEASE AGREEMENT (this "Agreement") is made and entered into as of June 1, 2025 (the "Effective Date") by and between the CITY OF DAPHNE, a municipal corporation of the State of Alabama (the "City"), and EASTERN SHORE REPERTORY THEATRE, INC., a not-for-profit corporation organized and existing under the laws of the State of Alabama (the "Lessee"). The City and Lessee are sometimes referred to individually as "Party" and collectively as "the Parties."

This Agreement supersedes and replaces in its entirety that certain Facility Lease Agreement dated June 21, 2024, by and between the City, as landlord, and ESRT, as lessee (the "Prior Lease"), together with any amendments, modifications, or extensions thereof. As of the Effective Date of this Agreement, the Prior Lease shall be deemed terminated and of no further force or effect, and the rights and obligations of the parties shall be exclusively governed by the terms of this Agreement.

RECITALS

WHEREAS, the City is the owner and operator of the facility commonly referred to as the "Nicholson Center" located at 1410 Captain O'Neal Drive in Daphne, Baldwin County, Alabama (hereinafter, "the Facility" and further defined in **Exhibit A**); and

WHEREAS, Lessee has expressed an interest in continuing to utilize the Facility for practice space, administrative functions, and rehearsals related to its ongoing activities and mission to performing arts in the Eastern Shore area of Baldwin County; and

WHEREAS, as of the Effective Date and upon execution hereof by the Parties, the commitments contained in this Agreement shall be legally binding obligations of the Parties.

NOW, THEREFORE, upon and in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. Duration of Agreement. This Agreement shall commence on the Effective Date and shall remain in effect for a period of ten (10) years (the "Initial Term"). The term of the Agreement may be extended by two (2) optional five (5) year terms (each, an "Extension"), each at City's sole discretion.

II. Consideration. Lessee agrees to pay Four Thousand Dollars ($4,000.00) per month as rent for the Facility.

III. Conditions of Use.

3.01 Premises. Lessee shall be entitled to exclusive use of the entire Facility, including associated parking (the "Premises").

3.02 Use. Lessee further represents to the City and agrees that its use of the Facility shall be limited to non-profit use for a performing theatre arts group and more specifically, for the theatre practice, coaching rehearsals, and associated administrative functions.

3.03 Spring Performance Requirement. Lessee shall hold its principal Spring Performance at the Daphne Bayfront Park Amphitheater in at least seven (7) years of the Initial Term, and in at least four (4) years of any Extension term. For purposes of this provision, a "Spring Performance" shall mean Lessee's primary annual theatrical production customarily scheduled between March 1 and May 31. Lessee shall notify the City in writing by October 31 of each year as to whether it intends to hold its Spring Performance at the Daphne Bayfront Park Amphitheater for the following calendar year. Failure to meet the requirements of this provision shall constitute a material breach of this Agreement, subject to applicable notice provisions set forth herein.

3.04 *Intentionally Deleted.*

3.05 Public Grants in Furtherance of the Arts. Lessee agrees to assist the City with efforts to pursue cultural facilities renovation grants through the Alabama Council on the Arts and the National Endowment for the Arts or other grant opportunities for improvements to existing City facilities or opportunities for new City facilities related to or in the furtherance of arts in the City.

IV. Permitted Uses and Limitations.

4.01 The City agrees to permit Lessee to utilize the Premises under the following terms and conditions:

4.01.1 Lessee shall be solely responsible for assuring that the facility/premise is not used for any unlawful purpose or unsafe activity during its Hours of Use by Lessee and shall comply with all City policies, rules, and regulations and any applicable federal, state, or municipal law, including any applicable fire or building codes. Lessee shall adhere to all minimum lighting requirements set by the Fire Marshall at all times during activities or events.

4.01.2 City, for its own protection, reserves the right to enforce all applicable laws, policies, rules, and regulations. City retains the right to enter any and all areas of the Premises at any time, and on any occasion without restrictions whatsoever. Lessee shall stop any event/activity immediately upon instruction by authorized City personnel and clear the facility upon the sounding of fire alarms or at the request of the City. City retains the right to direct the interruption of any event in the interest of public safety and to terminate such event when, in the sole judgment of City administration or its employees or designees, such act is in the interest of public safety. Lessee hereby waives any claims for damages or compensation should any event be so interrupted or terminated.

4.01.3 Lessee shall ensure that no alcoholic beverages or illegal drugs are brought into the Premises, or any part of the Premises, including parking lots.

4.01.4 Lessee shall ensure that no tobacco products are used inside the Premises.

4.01.5 Lessee shall use only the described portion of the Premises, during the times and for the purposes stated.

4.01.6 Lessee shall at all times comply with the City's Facility Use Rules, as they exist as of the Effective Date and as they may be amended in the future. A copy of the current Facility Use Rules is attached hereto as **Schedule R**.

4.01.7 After each use, Lessee shall leave the Premises and the entire Facility in a clean and sanitary condition consistent with or better than the condition of the Facility and Premises at the commencement of each use of the Premises by Lessee. All personal effects shall be removed from the gymnasium and common area and stored in the Lessee's dedicated space in an orderly fashion so as not to create unsafe conditions at the Facility. Lessee shall remove all trash and debris within and around the Facility that is generated in conjunction with Lessee's use.

4.01.8 Lessee shall be responsible for properly securing the Facility after each use by Lessee. It is expressly understood and agreed by Lessee that failure to secure the Facility creates security and liability for the City and that continued failure by Lessee to properly secure the Facility will result in immediate action by the City to remedy said failure, including but not limited to immediate suspension of Lessee's use of the Facility and termination of this Agreement.

4.01.9 Lessee shall at all times of use of the Facility maintain proper adult supervision of all activities. Supervision shall be required from the arrival through departure of all Lessee's program participants, agents, visitors, guests, and other individuals in conjunction with Lessee's use of the Facility.

4.01.10 Lessee shall require that each program participant sign a Release of Liability, Liability Waiver, or other similar agreement (the "Release") in a form required by the City. The form of the Release may be updated from time to time by the City.

4.02 Advertising and Publicity. Lessee shall ensure that the City's logo is NOT used in any advertising or publicity without prior approval from the City.

4.03 Lessee Demeanor. In the event that Lessee is not the sole user of the Premises during schedule use periods, Lessee and all participants, employees, and invitees shall conduct themselves in a professional, inoffensive, and unobtrusive manner.

4.04 Cleaning, Vandalism, and Other Damage. During the periods of Premises use by Lessee, Lessee shall be responsible for the control of its members, agents, employees, participants, spectators, and others admitted to the premises by Lessee. Lessee shall be responsible for the repair of all vandalism and/or damages and for the expense of cleanup at the conclusion of each use. Lessee shall not drive, nor permit to be driven, any nails, hooks, tacks, or screws in any part of the building, nor shall Lessee make, or allow to be made, any building alteration of any kind. Repairs and improvements may only be permitted with prior written approval of the City. General oversight of permitted improvements, if any, may be required by the City. Lessee must perform general cleanup at the conclusion of the event. General cleanup includes the cleaning necessary to return the facility/premises to a clean, safe, orderly, and sanitary condition.

4.05 Services. Lessee shall be responsible for the cost of all utilities. Lessee shall reimburse City for any and all services not included in this Agreement but requested by Lessee or required to fulfill Lessee's responsibilities under the terms of this Agreement including, but not limited to, cleanup not accomplished by Lessee. Charges for any such services will be billed to the address of the Lessee as shown below and shall be due in full upon receipt.

4.06 Minors. If any event involves minors, Lessee shall defend, indemnify, and hold harmless the City, its officials, officers, and employees from and against any and all claims, causes of action, losses, liabilities, damage, or judgments directly or indirectly related to any mental or physical injury or death arising out of its contact or its conduct or the contact or conduct of its directors, employees, sub-users, agents, members, or volunteers with minors including sexual abuse of minors as defined by Alabama law. Furthermore, Lessee shall comply at all times with any current or future City policy regarding interactions with minors on City property.

V. Remedies and Termination.

5.01 Lessee agrees that upon violation of any of the covenants and agreements contained herein, on account of any act or omission or commission of Lessee, the City may, at its option, terminate and cancel this Agreement immediately. Conversely, City agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of City, the Lessee may, at its option, terminate and cancel this Agreement immediately.

5.02 Notwithstanding any other provision of this Agreement to the contrary, the City may terminate this Agreement for convenience at any time upon ninety (90) days' written notice to Lessee, delivered in accordance with the notice provisions herein. The City shall have no liability to Lessee for any costs, losses, or damages resulting from such termination, unless otherwise expressly provided in this Agreement.

VI. Insurance:

6.01 For the term of this Agreement, the Lessee shall acquire and maintain in full force and effect the following commercial general liability insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Daphne as an additional insured, and shall attach to this Agreement, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama prior to commencement of operations under this Agreement, and thereafter upon each renewal of the policy:

General Liability Insurance - public liability including premises, products, and complete operations:

(1) Bodily injury liability:
$1,000,000 per person
$2,000,000 per occurrence

(2) Property damage liability - $2,000,000 per occurrence

OR, in lieu of (1) and (2) above:

Combined single limit for bodily injury and property damage: $1,000,000 per person; $2,000,000 per occurrence

The policy shall be written on an occurrence basis and shall include a general aggregate limit of not less than $2,000,000.

6.02 Lessee shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this Article VI. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits shall be grounds for termination of this Agreement. All insurance limits are minimums. If Lessee's policies contain higher limits, then City shall be entitled to coverage to the extent of such higher limits.

6.03 Said certificate shall require that said insurance coverage will not be altered or terminated unless the City is given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

6.04 The City assumes no responsibility for the loss or damage of Lessee's property placed on or in the Premises, and Lessee hereby expressly releases and discharges City from any and all liability for loss to such property. City recommends that Lessee maintain property insurance sufficient to cover any items brought to the Premises by Lessee. City shall have the sole right to collect and have custody of all articles left in the Premises fifteen (15) days after the termination of this Agreement.

VII. Indemnification:

7.01 Lessee agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities, and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Lessee, its principals, directors, agents, servants, members, invitees, and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Lessee hereby agrees to pay all of the City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees, and other expenses through trial and, if necessary, appeal. Lessee shall accept any such cause of action or proceeding within 15 days of tender by the City of Daphne. This indemnification shall survive the termination of the Agreement. Lessee expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the rental period, by reason of any defect, deficiency, failure, or impairment of the premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler systems, or from any other source whatsoever. City is not liable or responsible for any financial loss incurred by the Lessee due to unforeseen, extenuating, or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function during the period of this Agreement. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Lessee or City, and these defenses and matters may be raised on the City's behalf in any action or proceeding arising from this Agreement.

VIII. Notice:

8.01 All notices of termination, cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address:

To the City:

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

To the Lessee:

Eastern Shore Repertory Theatre
P.O. Box 951
Fairhope, AL 36533

IX. Miscellaneous:

9.01 Lessee, in the performance of its operations and obligations herein, shall not be deemed to be the agent of the City but shall be deemed to be an independent entity in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent entity. The City does not and will not assume any responsibility for the means by which or manner in which services by Lessee, provided for herein, are performed, but on the contrary, Lessee shall be wholly responsible therefor.

9.02 Lessee acknowledges that its identity and peculiar capacity to provide the services and fulfill its obligations described hereinabove constitute a material consideration for the City's having entered into this Agreement. Therefore, Lessee shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at the City's discretion.

9.03 Lessee hereby agrees to comply strictly with all applicable ordinances of the City and laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

9.04 Lessee agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, national origin, disability, or sexual orientation, in connection with any federally funded programs.

9.05 This Agreement is the final expression of the agreement between the Parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

9.06 Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of both parties. The City, however, may at any time and at its sole discretion amend the provisions and rules contained in **Schedule R** of this Agreement.

9.07 The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, it shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

9.08 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.

9.09 Lessee shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations, and assurances necessary in order to abide by the terms of this Agreement.

9.10 Lessee shall be permitted to install equipment and fixtures at sole Lessee's expense and with the City's approval in furtherance of the performing arts. Said fixtures and equipment may include, but are not limited to, sound, lighting, and flooring. In the event this lease is terminated by either party for any reason, it is understood and agreed Lessee shall have the right to remove the equipment and fixtures during the term Lessee's tenancy, provided that Lessee shall make any repairs associated with installation or removal of equipment and fixtures. Further, in the event of non-ESRT use of the Facility per the terms of Section 3.04, ESRT equipment and fixtures shall not be used without approval by ESRT's Director.

[Remainder of Page Intentionally Left Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year written below.

CITY OF DAPHNE, ALABAMA

Date: _____ BY _____
Robin LeJeune, Mayor

ATTEST:

BY _____
Candace G. Antinarella, MMC, City Clerk

EASTERN SHORE REPERTORY THEATRE, INC.

Date: _____ BY _____
Its Authorized Agent

Name: _____

Title: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I HEREBY CERTIFY that on this _____ day of _____ , 2025, before me, the subscriber, a Notary Public in and for said County and State, personally appeared _____, the _____ of the EASTERN SHORE REPERTORY THEATRE, INC., whose name is signed to the foregoing instrument as Lessee, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document, he, with full authority, executed the same voluntarily on the day the same bears date for and as the act of the EASTERN SHORE REPERTORY THEATRE, INC.

Given under my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

(SEAL) My Commission Expires: _____

EXHIBIT A

FACILITY

The "Facility" is the Nicholson Center Building located at 1410 Captain O'Neal Drive in Daphne, Alabama. The Property is depicted as "Subject Property" in Figure A-1 below.

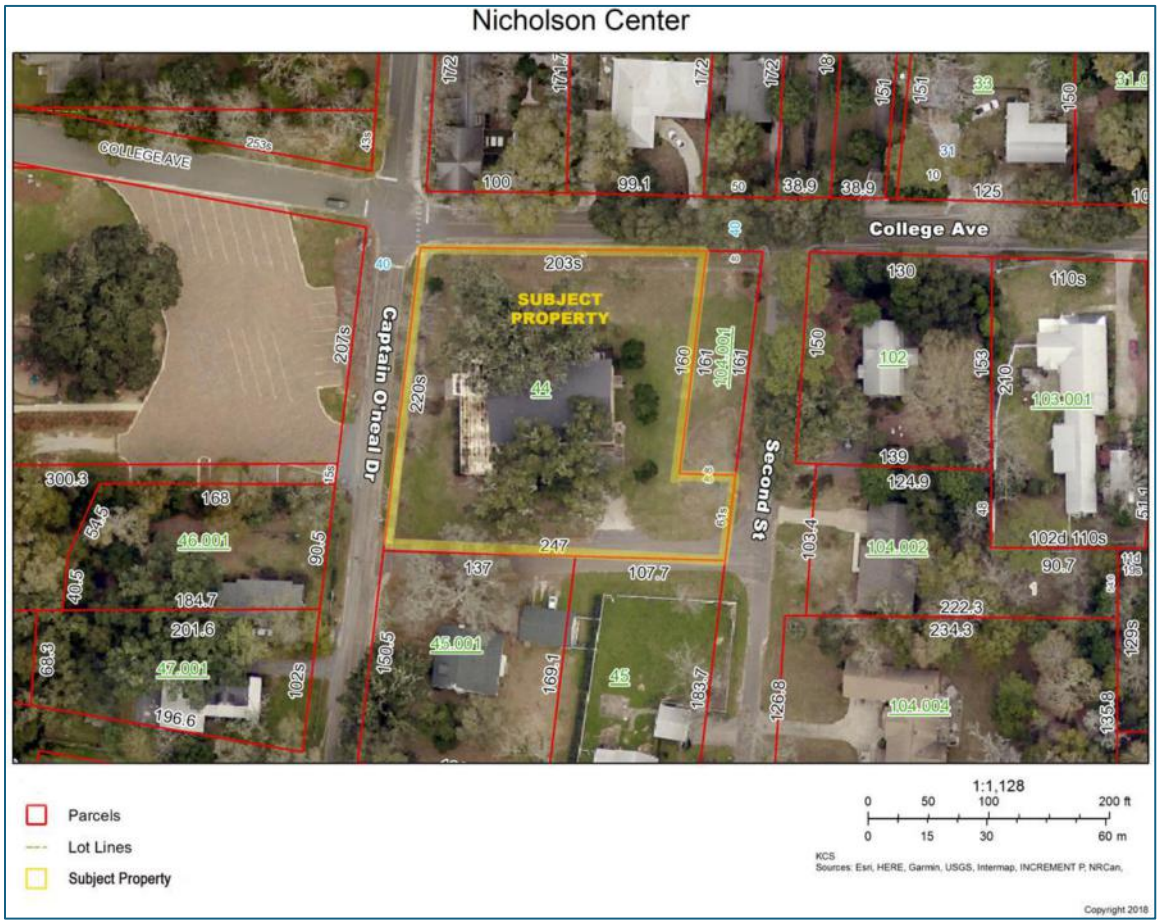


FIGURE A-1

Schedule R
Additional Rules for City of Daphne Facilities

1. The requested use of a city facility must conform to the design and intended function of the facility; shall comply with all Federal, state, and local laws; and must not be injurious to the public health, safety, or general welfare.

2. The possession or consumption of alcoholic beverages is prohibited.

3. Smoking or any use of tobacco products including e-cigarettes is not permitted in City facilities.

4. All fire safety regulations must be strictly observed. The use of pyrotechnics, open flames, or combustible materials is forbidden.

5. A quiet environment free from profanity is required.

6. No gambling of any kind shall be conducted on the premises of City facilities, and the permittee shall insure that no disorderly or illegal conduct shall be allowed.

7. No animals or pets are allowed inside the facility with the exception of certified service animals.

8. User shall immediately clean up the City facility at the conclusion of the event or activity, and restore the facility to the condition it was in prior to use.

9. The City shall not be responsible for loss or damage to personal property placed in or about the facility.

10. Use of the facility will be limited to business hours or "reasonable use" for meetings after work hours or on weekends.

11. Vehicles may not be parked or driven on the grass or sidewalks around any City facility. Vehicles loading or unloading must remain on a street or other paved area. Vehicles may not block the handicap accessible area from the street surface.

12. Any event requiring the use of either Police and/or Fire Emergency Medical Services (EMS) assets is required to be coordinated in writing with the Daphne Police Department and/or Fire Department, as applicable.

13. Signs or posters may not be displayed indoors or on the outside grounds without written approval of the Mayor.

14. Lessee, Lessee's agent, employees, guests, or anyone entering the building that are under the supervision of the Lessee may not move or remove any City owned decorations in the facility or on the property. All decorations must be free standing. No nails, tacks, brackets, glue or self-adhesive tape or any other similar items will be allowed on or in the walls, ceilings, floors, or any material that will deface, mar or damage a finish.

DAPHNE PUBLIC SCHOOL COMMISSION

Regular Meeting

May 29, 2025

City Hall, Daphne, Alabama

Meeting called to order at 5:30pm.

MEMBERS PRESENT: Ben Hughes, Doug Stephens, Marissa Rennaker, Marina Simpson, Tommie Conaway, Lynn Davis, Andrea Lomax, Audra Harper

MEMBERS NOT PRESENT:

Chairperson Richard Perry

Others in attendance: Administrators representing each of the six schools in the Daphne feeder pattern: Comer (DHS), Edwards (DMS), Ellis (Belforest), Heron (DES), Bottoms (WJC), Doherty (DEES)

Andrea Lomax welcomed everyone.

MOTION: Marina Simpson made a motion to approve the meeting minutes from April 2025 as written. Seconded by Doug Stephens.

VOTED: 8 in favor, 0 opposed. The motion passed.

Discussion on the distribution model. Discussion that Daphne East is now title 1 and Daphne Middle School is not currently Title 1.

Andrea Lomax led a group discussion on the guidelines for distribution and utilization of 3 mil funds.

The commission reviewed a proposal from Daphne High School to reallocate funds previously unspent to have the front office staffed during the summer.

MOTION: Marina Simpson made a motion to approve the proposal as written. Seconded by Tommie Conaway.

VOTED: 8 in favor, 0 opposed. The motion passed.

Andrea Lomax invited the administrators to discuss their 2025-2026 requests for funding approval.

Project approvals as follows:

The committee reviewed the Daphne Elementary 2025-2026 proposal. General discussion about the proposal. No changes were needed.

MOTION: Tommie Conaway made a motion to approve the proposal as written. Seconded by Audra Harper.

VOTED: 8 in favor, 0 opposed. The motion passed.

The committee reviewed the WJ Carroll Intermediate School 2026-2026 proposal. General discussion about the proposal. No changes were needed.

MOTION: Lynn Davis made a motion to approve the proposal as written. Seconded by Tommie Conaway.Tommie Conaway

VOTED: 8 in favor, 0 opposed. The motion passed.

The committee reviewed the Daphne East Elementary School 2025-2026 proposal. General discussion about the proposal. No changes were needed.

MOTION: Marina Simpsonmade a motion to approve the proposal as written. Seconded by Lynn Davis

VOTED: 8 in favor, 0 opposed. The motion passed.

The committee reviewed the Belforest Elementary School 2025-2026 proposal. General discussion about the proposal.

MOTION: Audra Harper made a motion to approve the proposal as written. Seconded by Ben Hughes

VOTED: 8 in favor, 0 opposed. The motion passed.

The committee reviewed the Daphne Middle School 2025-2026 proposal. General discussion about the proposal.

MOTION: Tommie Conaway made a motion to approve the proposal as written. Seconded by Ben Hughes

VOTED: 8 in favor, 0 opposed. The motion passed

The committee reviewed the Daphne High School 2025-2026 Proposal. General discussion about the proposal items.

MOTION: Marina Simpson made a motion to approve the proposal as amended in the meeting minutes as read . Seconded by Audra Harper.

VOTED: 8 in favor, 0 opposed. The motion passed.

General discussion about the schools and updates.

The meeting was adjourned at 6:46pm.

NEXT MEETING

The next meeting is scheduled for Monday, August 25, 2025 at 5:30pm at City Hall.

Accepted by:

Chairman, Daphne Utilities

DAPHNE UTILITIES

WATER • NATURAL GAS • SEWER

APPROVEDMINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ◈ April 30, 2025 ◈ 5:00 p.m.

I. Call to Order

The regular April 2025 Board meeting for the Utilities Board of the City of Daphne was held on April 30, 2025, 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

Members Absent: Mayor Robin LeJeune, Board Member

Others Present: Scott Polk – CEO/General Manager
Alex Godfrey – Chief Operations Officer
Lexus Carlee – Chief Finance Officer
Samantha Coppels –Chief Communications Officer
Kelly DeLaney – Customer Service Manager
Lori Wilson – Executive Assistant

Others Absent: Jerry Speegle – Board Attorney

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 March 26, 2025

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of March 26, 2025.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of March 26, 2025, would stand approved.

V. OLD BUSINESS –

A. None

VI. NEW BUSINESS –

A. Resolution 2025-01 MWPP – Resolution to Adopt and Approve the MWPP (Municipal Water Pollution Prevention) Program (Board Action: MOTION TO APPROVE Resolution 2025-01)

CEO/GM Scott Polk explained that this was a part of the annual report to ADEM relating to Daphne Utilities' collection system and protection of the watershed. He noted that there was one change in the report that would be corrected before submitting to ADEM and that GMC was a consulting engineering company and would answer any questions the Board had.

MOTION by Mr. Tim Patton to accept the presented MWPP including the Resolution [2025-01] that is a part of it ; the Motion was seconded by Mr. Billy Mayhand.

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

VII. BOARD ATTORNEY'S REPORT

In Mr. Speegle's absence, Scott Polk announced that there was originally a deposition scheduled in approximately a week that had been cancelled due to travel/medical reasons and both parties agreed to extend a deadline to set a trial past October 15 of this year and submitted as such to the legal system for approval and we have not heard anything further.

VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee highlighted for the Board: increase in total assets, revenue slightly under projections, expenses slightly under budget, net income increase above estimates, and a review of significant cash payments.

Mr. Polk noted a recent approval for budgeted truck purchases that will be reflected in the coming month.

GENERAL MANAGER'S REPORT

A. GM Report

CEO/GM Scott Polk reported to the Board regarding: the Pollard Road and CR64 intersection continued shut-down with coordination with the City ongoing; the first meeting with the consulting engineer to discuss the Preliminary Engineering report for the Water Reclamation facility recently occurred and they indicated that when getting closer to providing deliverables, they would be willing to provide a board report and/or attend a board meeting to answer any questions the Board may have; the rehab of Well #15 is finalizing and have confirmed that Wells #15 & #1 can run together to provide back up if Well #13 goes down which was an initial goal; beginning the process of investigating a new well in the vicinity of Trojan Plant, originally looking around the Douglas Road area though stronger pockets of iron was revealed in that area and now investigating the facility in or around Trojan Plant which may be more beneficial; notes from the public recognizing of our efforts to keep things under control during the past two weekends of heavy rain.

Communications Officer Samantha Coppels reported on the grant winner school projects.

B. Operations Report

Chief Operations Officer Alex Godfrey confirmed Mr. Polk's comments regarding the storm and also praised the employees' dedication. He notified the Board of several projects ongoing with all the departments. He advised the Board members of a topic mentioned last month of the new answering system, Daupler, had been activated and no issues yet. He also informed the Board that the annual Public Service Commission natural gas inspection is currently underway with good reports at his exit interview with the Commission.

Chairwoman Vaughn asked about calls regarding brown water in Olde Town. Mr. Polk responded that there is less frequency of discolored water in Olde Town than in other parts of the system, noting that most calls received now are traceable to a contractor hitting a line or someone filling off of a fire hydrant

Mr. Tim Patton commented that while he was attending the water conference, the 811 representative mentioned that Daphne Utilities was one of the best groups to work with across the state.

Chairwoman Vaughn asked how the creek restoration project held out during the recent rain storms. Mr. Godfrey noted that the repair and restoration was holding up well and that our wastewater collection employees monitors it on a regular basis.

She also asked about last month's discussion regarding the issues surrounding the property project on AL181. Mr. Polk stated as he understood it that the IDB owns the pipes, the Church of the Highlands failed the flow test and did not pass for fire flow, there was a meeting between the City and Belforest Water and as told Belforest Water indicated that it was not in their agreement to provide fire flow and only to provide potable water for businesses. He stated that the City attorney has had a conversation about this with Mr. Speegle. He stated that as he knew, the project was on hold and volunteered Daphne Utilities to provide fire flow as long as Daphne Utilities was given the pipes. He also mentioned that Belforest still does not have a franchise agreement with the City of Daphne, meaning the Daphne Utilities customers are still paying a tax and or franchise fee or impact fee, which hopefully will be addressed soon.

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

IX. BOARD ACTION – previously addressed.

X. PUBLIC PARTICIPATION – At 5:17pm, Chairwoman Vaughn opened and closed public participation noting that there was no participation.

XI. BOARD COMMENTS –

No comments from Councilman Joel Coleman; Mr. Mayhand commented that he thought everyone was doing a great job and get ready for a busy summer; and Mr. Tim Patton appreciated looking ahead investigating for another well instead of not waiting until it's needed. Mr. Polk added we are also working with the City regarding a few parcels of land in a possible trade; Mr. Patton noted the additional training that is ongoing for employees is really good along with the additional GPS points and appreciated that information.

XII. ADJOURNMENT

With no additional comments, the Chairwoman Vaughn called for a motion to adjourn the meeting. Councilman Joel Coleman made the Motion to Adjourn. The meeting adjourned at 5:38am.

Preceding minutes submitted to the Daphne Utilities Board by:

Lori Wilson

Lori Wilson, Executive Assistant, Daphne Utilities

CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-40

A RESOLUTION ADOPTING THE SAFE STREETS & ROADS FOR ALL (SS4A) SAFETY ACTION PLAN

WHEREAS, roadway crashes resulting in fatalities and serious injuries are a significant concern, impacting the lives and well-being of residents and visitors; and

WHEREAS, the City Council of the City of Daphne (the "City Council") has been engaged in a comprehensive planning process to develop a Safe Streets & Roads for All (SS4A) Safety Action Plan; and

WHEREAS, the SS4A Safety Action Plan was developed through a public process that included input from citizens, businesses, and stakeholders to support regional and local initiatives aimed at preventing roadway fatalities and serious injuries, using data-driven analysis to identify prioritized projects and strategies; and

WHEREAS, the SS4A Safety Action Plan incorporates key elements of the Safe System Approach, with the goal of creating a transportation network that reduces the risk of death and serious injury; and

WHEREAS, the SS4A Safety Action Plan outlines specific infrastructure, behavioral, and operational interventions designed to enhance roadway safety; and

WHEREAS, The SS4A Safety Action Plan includes commitments to:

- Set a goal of reducing roadway fatalities and serious injuries, working toward eventual elimination;
- Establish a planning structure for oversight and implementation;
- Analyze crash data to identify high-risk locations and contributing factors;
- Engage the public and stakeholders throughout planning and implementation;
- Consider underserved communities in the development and execution of the Plan through inclusive processes; and
- Continuously monitor and evaluate progress toward safety goals, with annual public reporting.

NOW, THEREFORE, BE IT RESOLVED by the **CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA**, that it hereby adopts the Safe Streets & Roads for All (SS4A) Safety Action Plan, including without limitation each of the appendices and descriptive matters contained therein, as presented to the City Council at its regular meeting of _____, 2025, and as shall be attached to the Minutes of said meeting.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of June, 2025.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-41

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF THE FRANCHISE AGREEMENT GRANTED TO POINT BROADBAND FIBER HOLDING, LLC UNDER ORDINANCE 2021-36 TO PB ALABAMA ASSET ENTITY, LLC

WHEREAS, on August 2, 2021, the City Council of the City of Daphne adopted Ordinance No. 2021-36, granting a non-exclusive franchise to Point Broadband Fiber Holding, LLC (the "Company") to construct and maintain a fiber-optic transmission system within certain public rights-of-way in the City of Daphne for the provision of broadband services (the "Franchise Agreement"); and

WHEREAS, Section 21 of the Franchise Agreement provides that the Company's interest therein may not be sold, transferred, assigned, or otherwise encumbered or disposed of without the prior written consent of the City Council; and

WHEREAS, Point Broadband Fiber Holding, LLC and its parent company, Point Broadband Acquisition, LLC (collectively, "Point Broadband"), have notified the City of their intent to enter into certain financing arrangements, including the assignment of the Franchise Agreement to PB Alabama Asset Entity, LLC, an indirect wholly-owned special purpose subsidiary of Point Broadband Acquisition, LLC (the "Assignee"); and

WHEREAS, Point Broadband has requested the City's consent to such assignment, and has represented that there will be no changes to the terms and conditions of the Franchise Agreement in connection with the assignment and that the Parent will continue to coordinate performance of the Assignee's obligations under the Franchise Agreement pursuant to a management agreement; and

WHEREAS, the City finds that the proposed assignment is acceptable and that it is in the public interest to consent to the assignment as requested.

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

1. The City hereby consents to the assignment of the Franchise Agreement authorized by Ordinance 2021-36 from Point Broadband Fiber Holding, LLC to PB Alabama Asset Entity, LLC.

2. Such consent is conditioned upon the continued compliance by the Assignee with all terms and provisions of the Franchise Agreement and the assumption by the Assignee of all obligations and liabilities of the assignor thereunder.

3. The Mayor is hereby authorized to execute any documents necessary to evidence the City's consent to the assignment, including the acknowledgment letter provided by Point Broadband.

4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of June, 2025.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
RESOLUTION 2025-42

RESOLUTION ELECTING AND RATIFYING PRIOR ELECTIONS OF DIRECTORS TO THE RENAISSANCE IMPROVEMENT DISTRICT AND CORRECTING TERM EXPIRATION DATES FOR SAID DIRECTORS

WHEREAS, the City Council of the City of Daphne, Alabama (the "City") previously elected individuals as members of the Board of Directors of the Renaissance Improvement District (the "District") in accordance with Chapter 99A of Title 11 of the Code of Alabama (1975) (as amended, the "Act"); and

WHEREAS, Paige Howell, who was elected by the City on June 3, 2024, by Resolution 2024-26, has resigned from her position as a Director of the District; and

WHEREAS, Brian Welch is eligible for appointment pursuant to the Act; and

WHEREAS, Toni Fassbender and Craig Valenti were previously elected by the City on June 3, 2024, by Resolutions 2024-26 and 2024-27, respectively, but the term expiration dates set forth in those resolutions were incorrect; and

WHEREAS, the City Council of the City wishes to elect Mr. Welch to fill the vacancy caused by the resignation of Ms. Howell, and to correct the term expiration dates of Ms. Fassbender and Mr. Valenti.

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

1. Brian Welch is hereby elected to fill the vacancy caused by the resignation of Paige Howell on the Board of Directors for The Renaissance Improvement District; and

2. The correct term expiration dates for the Directors of the District referenced herein are as follows:

	TERM ENDING
Toni Fassbender	11:59 p.m. on June 5, 2029
Brian Welch	11:59 p.m. on June 5, 2027
Craig Valenti	11:59 p.m. on June 5, 2027

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of June, 2025.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, MMC, City Clerk

BRIAN WELCH

Owner, Rettig Auto Body
29811 Fredrick Blvd.
Daphne**,** AL 36526

Brian is a proven leader with thirty plus years' experience in the medical and automotive industry, from marketing to management and leadership. His passion for business is in building companies, team development, and strategic planning.

His current position responsibilities as a founder and managing partner of Welch and Associates and of Healthscan Imaging, Mergence Healthcare, Vessel Healthcare and Autobody RX include the management and leadership of six divisions. Healthscan, Vessel and Mergence is a multi-divisional medical company that focuses on medical imaging, cardiac diagnostics, pharmaceutical research, medical labs and medical consulting. These three medical companies currently employees over 60 team-members, services clients in four states (AL, GA, FL, and TX) and continues to grow at an astounding rate every year.

> *"Our goal is to help physicians and patients in underserved areas by adding diagnostic services to a practice or community so the physician can focus their attention on what they do best… patients. This is accomplished by implementing and managing ancillary services within the practice and community. These services help to improve the community medically and financially all while provide patients a convenience medical service in their area."* – Brian Welch

Brian attended Auburn University Montgomery and studied Microbiology. After graduation, he began working with Montgomery Eye Physicians and oversaw the planning and building of a surgery center, plus the addition of two locations. After that, Brian decided to give corporate America a try and spent six years with Pfizer Pharmaceuticals marketing multi-billion-dollar products. In 2006, Healthscan became a business idea with his brother Jeff, and in February 2007 Healthscan Imaging was born. Currently, Healthscan is a privately held company by Brian and Jeff Welch with a mission to "Love God and love people". They strive for excellence daily, and continually look for new opportunities that will help their clients increase revenue with little or no capital and provide these medical procedures in underserved communities.

Recently, Brian and Jeff purchased Rettig Auto Body in Daphne. In all the businesses Brian and Jeff are involved in they have one primary slogan: "**we are in the customer service business** first and just happen to do _____". Blank being; cardiac imaging, vascular procedures, tires, breaks, etc.

In addition to work life, Brian sits on two boards; the Welch Foundation and Child Evangelism Fellowship (CEF). His father, Dr. Dave Welch, passed away of cancer in 2000. After his passing, Brian, Jeff and their mother started a foundation in 2001, The Dr. Dave Welch Foundation, in his honor. The mission with the Welch Foundation is to raise money each year for local projects.

RESUME

Toni Fassbender 103 Pippin Circle Daphne, AL 36526 251-533-1922
E-mail: toni@seamautogroup.com

KEY STRENGTHS

***Communication Skills** ***Goal/Task Oriented**
***Interpersonal Skills** ***Personal Skills**
***Administrative/Organizational Skills** ***Team Player**

Employment History

Eastern Shore Toyota-29732 Frederick Blvd., Daphne, AL 36526
Dealer Council (Semi-Retired) – 2024-Present
Administrative Director-October 2007-Present
Eastern Shore Toyota is an 70,000 sq. ft. dealership. I am responsible for the property management of this building in addition to Eastern Shore Hyundai and 10 other properties of the owner in three other states. My administrative functions include human resources, benefits management, insurance procurement and claims as well as legal claims. Additionally, I plan company functions and am heavily involved in the advertising for the four dealerships as well as functioning as the personal assistant to the owner.

Lake Forest Property Owners Association – 1 Golf Terrace, Daphne, AL 36526
General Manager – July 2006 – October 2007
Lake Forest POA operates as Lake Forest Yacht & Country Club. As General Manager I am responsible for the day to day operations of a 27 Hole Golf Course, Marina, Yacht Club, 8 Tennis Courts, 3 Swimming Pools, Lake, Stables, Country Club and the administrative functions. The property encompasses 272 acres with several buildings and at peak season up to 90 employees. We have over 3,000 members with an annual budget of $2.5 million dollars. Lake Forest is the largest subdivision in the state of Alabama. I reported to a 9 member Board of Directors.

Dean McCrary Imports – 1445 E. I-65 Service Road South, Mobile, AL 36606
Administrative Manager – June 2002 – July 2006
Responsible for the administrative management of 4 automotive lines – VW, Porsche, Audi & Kia. Duties include management of computer and telephone systems, facility management (3 buildings), purchasing of products and services, and negotiating of contracts. In addition, human resource and benefits management, handling insurance and legal claims and planning of company functions, plus all special projects that may arise, i.e., renovation of buildings, opening of new dealerships, etc. Responsible for management of owner's personal rental property (2 condos and 1 business location) and 75 slip marina, which includes leasing and total accounting functions.

Keller Williams Realty – 4725 Veterans Blvd., Metairie, LA 70001
Market Center Administrator – May 2001-June 2002
Handled all business matters of the Market Center related to the physical environment of the center, all office equipment, office supplies and other related supplies, all types of interpersonal interaction with agents, process agent's commissions and all accounting support, which includes A/R & A/P. Payroll, budgeting, P&L preparation and other accounting functions and additional duties as determined by the Team Leader and Market Center owners.

Classic Dodge - Mobile, Alabama
Administrative Manager – August 1999 – December 2000
Responsible for facility management, project manager for renovation of 20,000 square foot building, human resources management, negotiated cost-effective pricing for purchase of products and services, administrative management of phone system, computers, internet, insurance and legal claims, planned company meetings/functions and off-site events, assisted with marketing efforts, administered company award programs and handled special projects.

Joe Bullard Mitsubishi – Mobile, Alabama
Executive Assistant to General Manager – April 1994 – July 1999
Same as above but also negotiated certain products and services to include Joe Bullard Automotives' other dealerships – Joe Bullard Oldsmobile, Acura of Mobile, Infiniti of Mobile, Jaguar of the Gulf Coast, Saturn of Mobile and Saturn of Pensacola. I moved to Classic Dodge to work with the General Manager that I had worked for at Joe Bullard Mitsubishi.

New Orleans REALTORS Association - New Orleans, Louisiana
Executive Vice-President – March 1992 – December 1992
Administrative Coordinator April 1991 – March 1992
Reported direct to the Board of Directors. Recommended and participated in the formulation of Association missions, goals, objectives and related policies. Managed and directed the staff, planned, organized and coordinated programs and activities of the Association. Assumed responsibility for the office and insured the timely and efficient operation of its daily duties. Organized training programs and attended all committee and board meetings and took minutes.

Gertrude Gardner, Realtors – New Orleans, Louisiana
Director of Marketing and Public Relations – December 1988 – April 1991
Responsible for media buys, development of all advertising, purchasing of printing and specialty items, coordination of all company functions, interaction with corporate attorney in reference to all legal matters, evaluation/implementation/supervision of all marketing programs, assisted 12 branch offices/agents with special promotions, and maintained positive internal and external public relations.

Merrill Lynch Realty – New Orleans, Louisiana
Administrative Manager –March 1987 – December 1988
Interacted with 14 branch offices to provide corporate support, handled branch renovations/relocations, responsible for efficient supervision of daily operations, negotiated cost effective pricing for products/services, handled client complaints, interacted with corporate attorney on all legal matters, planned company functions, interviewed and hired staff personnel.

Gertrude Gardner, Realtors – New Orleans, Louisiana
Executive Administrative Assistant to President – January 1985 – March 1987
Handled personal business and accounting, planned and took minutes at managers' meetings, coordinated all company functions, interacted with company attorney for all legal matters, handled client complaints and negotiated cost-effective pricing for purchase of products and services.

CIVIC & COMMUNITY

Vice-Chairman, City of Daphne, Industrial Development Board - 1999 – 2000; 2004-2005
Chairman, City of Daphne, Industrial Development Board – 2006-2016
Advisor, Mobile Chapter, Executive Women International - 2000, President
1999, Vice-President; 1998 Membership Chairman; 1997 Treasurer
Founder & President, The L.A.D.I.E.S. Investment Club – 2000; Member 2001-2005
Holy Trinity Lutheran Church, Church Council Secretary, 2003-2005
Holy Trinity Lutheran Church, Church Council President, 2005-2006
Holy Trinity Lutheran Church, Church Council Secretary, 2024-2025
Lake Forest Property Owners Association Board of Directors, 2005-2006
Prodisee Pantry, Board of Directors – 2024-Present
The Lighthouse, Board of Directors – 2024-Present
Penelope House, Advisory Board – 2024-Present
Baldwin Humane Society – Board of Directors – 2024-Present
Eastern Shore Park Owners Association – Board of Directors – 2009-Present
Renaissance Improvement District & Renaissance Cooperative Boards – 2015-Present

CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-11

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

ARTICLES XXIV: VACATION OF EASEMENT AND/OR RIGHT-OF-WAY

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

WHEREAS, at the City of Daphne Planning Commission regular meeting on March 27, 2025, the Commission considered a proposed amendment to the City of Daphne Land Use & Development Ordinance, Ordinance 2011-54, as previously amended, and set forth a unanimous favorable recommendation to the City Council of the City of Daphne to approve said proposed amendment to multiple sections of the Ordinance to provide technical revisions, primarily to designate the City Engineer as the appropriate officer to fill certain roles previously held by the Public Works Director and to correct minor grammatical and spelling errors; and

WHEREAS, due notice of said proposed amendment has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public hearing was held before the City Council on May 19, 2025; and

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

SECTION I: AMENDMENT OF THE LAND USE AND DEVELOPMENT ORDINANCE, ARTICLE XXIV: VACATION OF EASEMENT AND/OR RIGHT-OF-WAY.

24-1 PROCEDURE FOR VACATION OF EASEMENT

The city council may, after examination and review thereon, consent to the vacation of public easements upon a request initiated by the Planning Commission, or any person, firm, or a corporation pursuant to the following procedure:

(a) An application on the prescribed form shall be submitted in writing to the department of Community Development no fewer than thirty (30) days prior to the regularly scheduled meeting of the planning commission and must be accompanied by an adjacent property owners list, deed (proof of ownership), legal description of the easement proposed to be vacated, a current survey, and a map, showing the location of the subject easement and all abutting properties and nearest rights-of-way.

(b) The applicant shall be responsible for obtaining an easement release, on a form provided by the city, from all utilities that have facilities located within 500 feet of the easement proposed to be vacated. Such form shall contain a request that the utility consent in writing to the vacation or submit written objection thereto. Such written responses shall be provided to the city at the time the application is submitted.

(c) The application shall be reviewed by the Planning Commission at its next regular meeting and the Planning Commission shall set forth a recommendation to the City Council.

(d) Prior to acting on an application to vacate an easement, a public hearing thereon shall be held by the City Council with proper notice as required by law. Due notice shall also be given to all abutting property owners of the date, time, and place of said hearing.

Said notice of a vacation of easement 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.

(e) Said easement or right-of-way shall be vacated and/or relocated upon the consent by Resolution of the City Council, a certified copy of which shall be recorded in the Office of the Judge of Probate of Baldwin County following the adoption of such resolution.

(f) Any petition for vacation of easement may be withdrawn prior to action thereon by the Planning Commission or City Council at the discretion of the applicant 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 PROCEDURE FOR VACATION OF RIGHT-OF-WAY PETITION

The City Council may, after examination and review thereon, consent to the vacation of public rights-of-way, in whole or in part, upon a petition submitted by the owner or owners of land abutting any street, alley or dedicated public way, including unused rights-of-way, pursuant to the following procedures:

(a) A written petition, as described in Alabama Code § 23-4-20, or a written declaration, as described in Alabama Code § 35-2-54, as applicable shall be submitted to the Department of Community Development no fewer than thirty (30) days prior to the regularly scheduled meeting of the Planning Commission and must be accompanied by an adjacent property owners list, deed (proof of ownership), legal description of the right-of-way or portion there of proposed to be vacated, a current survey, and a map showing the location of the subject right-of-way and all abutting properties.

(b) The application shall be reviewed by the Planning Commission at its next regular meeting and the Planning Commission shall set forth a recommendation to the City Council.

(c) Prior to acting on an application to vacate an easement, a public hearing thereon shall be held by the City Council with proper notice shall also be served by U.S. mail at least 30 days prior to the scheduled public hearing on any abutting owners and on any entity known to have facilities or equipment such as utility lines, both above ground or buried, within the public right-of-way of the street or alley or portion thereof, to be vacated.

In accordance with Ala. Act 1973-386, notice of the public hearing shall also be published in a newspaper published in the city for three (3) consecutive weeks. Such notice must contain both a legal description and a layman's general description of the street, alley, highway or portion thereof to be vacated.

(d) Said right-of-way shall be vacated upon consent by resolution of the City Council, a certified copy of which shall be recorded in the Office of the Judge of Probate of Baldwin county following the adoption of such resolution. If the request for vacation was submitted by written declaration as described in Alabama Code § 35-2-54, a certified copy of said

resolution shall be recorded by the declarant(s) as an attachment to the declaration of vacation.

(e) Notice of the City Council's action shall be published once in a newspaper in the county no later than fourteen (14) days after the resolution's adoption.

24-3 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.*

SECTION II: CONFLICT WITH OTHER ORDINANCES

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

SECTION III: SEVERABILITY

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

SECTION IV: EFFECTIVE DATE

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____DAY OF June, 2025.

ATTEST: **Robin LeJeune, Mayor**

Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-07

AN ORDINANCE ESTABLISHING IMPACT FEES ON NEW DEVELOPMENT IN THE CITY OF DAPHNE

WHEREAS, in accordance with Act 2006-300, as codified at §§ 45-2-243.80–243.87, *Code of Alabama* (1975) (the "Act"), the City of Daphne (the "City") is authorized by the Legislature of the State of Alabama to adopt and impose impact fees on new development within the City's corporate limits.

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

Section 1. **Findings**. In support of the adoption and imposition of impact fees authorized by the Act, the City Council makes the following findings:

A. The City is a municipal corporation vested with a portion of the state's sovereign power to protect and provide for the public health, safety, and welfare. The City is authorized to adopt and implement comprehensive plans, zoning ordinances, and other land use regulations to assure its orderly development.

B. The City is a fast-growing community of over 30,000 full time residents. In calendar years 2023-24, approximately 1,462 new building permits and renovation permits were issued.

C. The City encourages development that will make the City a vital, attractive community to serve both residents of the City and the substantial and significant number of visitors who visit the City on a yearly basis.

D. New residential and nonresidential development, however, imposes increased and excessive demands upon public facilities. As demand for public facilities has increased, funding sources for those facilities have decreased at both the state and federal level. In addition, demand for new facilities necessitated by new development impairs the ability of the City to maintain existing facilities because funds must be diverted to construction or expansion of new facilities.

E. The City's current Comprehensive Plan, *Envision Daphne 2042*, projects that new development will continue and will place ever-increasing demands on the City to provide public facilities to serve new development.

F. Following the adoption of the Act by the Legislature of the State of Alabama, the City engaged the consulting firm TischlerBise for purposes of preparing an impact fee study. With input from the City, TischlerBise prepared an "Impact Fee Study" for the City dated January 31, 2025 (the "Study").

G. The Study demonstrates the monetary needs of the City in adding the additional governmental infrastructure necessary to keep pace with the City's growth.

H. In accordance with Alabama Code § 45-2-243.86, a public meeting during a Work Session of the City Council was held on January 13, 2025, at City Hall with a representative of TischlerBise to present the Study to the Council and the public and to address the City's

governmental infrastructure needs as a result of new development. A public hearing was held on April 21, 2025, to give the public the opportunity to provide additional comments.

I. To the extent that new development places demands upon public facilities, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public to the development creating the demands.

J. An impact fee, established in accordance with this Ordinance, will benefit new development.

Section 2. **Authorization**. This Ordinance is adopted pursuant to the Act and the City's general police power and land use authority.

Section 3. **Purpose and Intent**. The purpose of this Ordinance is to establish procedures to:

A. determine what local capital improvements are reasonably necessary to serve New Development and the cost thereof;
B. determine the portion of the demand for local capital improvements created by particular types of New Development; and
C. assess against New Development an Impact Fee to finance the cost of local capital improvements proportional to the New Development's demand for said capital improvements.

Section 4. **Definitions**. Whenever used in this Ordinance, the following capitalized words, terms, and phrases, and their derivations, shall have the meanings ascribed to them below except where the context clearly indicates a different meaning:

i. "Act" shall mean the enabling legislation for Impact Fees applicable to Baldwin County, Alabama as established by the Alabama Legislature and set forth in Alabama Code §§ 45-2-243.80 through 45-2-243.87 (Act 2006-300), as the same may hereafter be altered or amended from time to time.

ii. "All Other Housing" means residential housing units and/or structures other than single-family residential structures, and includes, without limitation, duplexes, triplexes, apartments, condominiums and other multi-family developments.

iii. "Applicant" shall mean any person or entity making an application for a Building Permit with the City.

iv. "Benefit Area" means one or more areas as defined herein which are used to calculate the costs and expenses relative to the Governmental Infrastructure needs created by a particular type of New Development.

v. "Building Department" means the City's Building and Inspection Department.

vi. "Building Permit" means a document issued by the City authorizing construction of new buildings and/or improvements within the City's corporate limits.

vii. "Business Park" means a cluster of associated businesses, usually in a campus setting, typically consisting of the use of buildings for the administration of business, professional firms and other organizations.

viii. "Calculate" means to determine the amount of the Impact Fees assessed against a particular New Development in accordance with the terms and conditions of this Ordinance and the Act.

ix. "City" means the City of Daphne, Alabama.

x. "Com/Shop Ctr" means a building or series of buildings in which retail and/or wholesale sales and services will be delivered to the public.

xi. "Estimated Fair and Reasonable Market Value" shall have the meaning ascribed to such term in Alabama Code § 45-2-243.84.

xii. "Fire" means a Benefit Area for (i) the construction, development and/or improvement of fire stations, (ii) the acquisition of fire fighting vehicles, (iii) the acquisition of firefighting apparatus, and (iv) the fire component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

xiii. "Governmental Infrastructure" shall have the meaning ascribed to such term in the Act.

xiv. "Impact Fee" shall have the meaning ascribed to such term in the Act.

xv. "Impact Fee Account" means a special interest-bearing account of the City established by the City at a banking institution whose deposits are insured by the Federal Deposit Insurance Corporation.

xvi. "Impact Fee Committee" means a committee chaired by the Mayor and comprised of the Mayor, the City Finance Director, the City Building Official, the City Public Works Director, the Chief of the Daphne Fire Department, the Chief of the Daphne Police Department, and the City's Director of Parks and Recreation.

xvii. "Impact Fee Schedule" means the schedule of fees adopted by the Council setting the base fee amount for each Benefit Area and the total Impact Fee for each type of New Development, which schedule is attached hereto as **Exhibit A** and incorporated herein by reference.

xviii. "Light Industrial" means facilities used for the manufacturing or assembly of products to their final form. These uses could be enclosed or could have outside storage of equipment, materials or merchandise. In addition to the actual production of goods, industrial facilities generally also have incidental office, warehouse and associated functions.

xix. "Lodging" means a building or group of buildings having five (5) or more guest rooms under a common or individual ownership and single management. These buildings are designed to give, for a fee, transient guests sleeping accommodations and may include as incidental uses, restaurants, cafes, lounges or other guest services. These buildings typically, but do not necessarily have to, have an inner lobby and furnish a room cleaning service for their paying customers.

xx. "Manufacturing" means a building or series of buildings for businesses engaged in economic activity involving construction, production, processing, transformation, warehousing, wholesale, and disposal of goods, products and component parts of goods and products, including related services.

xxi. "New Development" shall mean the subdivision of land, the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any

structure; any use of the extension of the use of land; any of which increases the demand on governmental infrastructure.

xxii. "Nonresidential Development Project" means all New Development in the City other than Residential Development Projects, and shall include, without limitation, any New Development project consisting of one or any combination of Comm/Shop Ctr, Office/Inst, Business Park, Light Industrial, Warehousing, Manufacturing and Lodging.

xxiii. "Occupancy classification" means the intended use of a structure or tenant spaces within a structure as defined by the International Building Code.

xxiv. "Office/Inst" means a building used for professional, administrative, financial, clerical and similar uses. This definition includes, without limitation, institutional uses such as churches, schools, hospitals, libraries, clubs, police and fire stations and other public buildings.

xxv. "Parks and Recreation" means a Benefit Area for (i) the acquisition of new public park lands, (ii) the construction, development and/or improvement of public recreational facilities, (iii) the construction, development and/or improvement of public park amenities, (iv) the acquisition of new park vehicles, and (v) the parks and recreation component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

xxvi. "Police" means a Benefit Area for (i) the cost recovery of the City's cost and expense related to the construction, development and improvement of its justice center, (ii) the cost recovery of the City's cost and expense related to the construction, development and improvement of its animal shelter, (iii) the acquisition of police vehicles, and (iv) the acquisition of police-related apparatus and equipment, and (v) the police component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

xxvii. "Residential Development Project" means any New Development in the City undertaken with respect to a Single-Family development and/or an All Other Housing development.

xxviii. "Single Family" means a detached residential dwelling unit designed for and occupied by one family as a home.

xxix. "Transportation" means a Benefit Area for the cost of intersection improvements made to address additional demand generated by New Development.

xxx. "Warehousing" means the storage of materials, but may also include incidental office and maintenance areas.

Section 5. **Imposition of Impact Fees**. The City hereby imposes an Impact Fee in accordance with the Impact Fee Schedule against all New Development and renovation or expansion of existing structures within the City's corporate limits subject to any limitations on the amount of the Impact Fee set forth in the Act. In the event any appraisal process is commenced in accordance with the Act, the City shall be responsible for the cost of any appraisal required by the City, and the City and the Applicant shall share equally in the cost of any appraisal obtained at the request of both the City and the Applicant. This Ordinance and/or the Impact Fee Schedule may be amended at any time hereafter and from time to time by the Council in accordance with the

procedure set forth in the Act for the adoption of an Impact Fee. The Impact Fee shall be collected and administered as hereinafter provided.

Section 6. **Calculation and Collection of Impact Fees**. Impact Fees may be imposed on New Development or renovation or expansion of existing structures as defined in Section 8 hereof, and subject to any limitations on the imposition and collection thereof in the Act. Impact Fees shall be Calculated using either 1% of the combined construction and land cost, or per the fees listed in **Exhibit A**, and the lesser of the two calculations will apply. Land cost will not be assessed or added to renovation, expansion, or change in occupancy classification of existing structures. Fees shall be collected by the Building Department prior to the issuance of a Building Permit for New Development and in accordance with the Impact Fee Schedule. Except as is hereafter provided in Section 14 hereof, all Impact Fees shall be paid by an Applicant to the City in cash or other immediately available funds.

Section 7. **No Additional Capacity**. No Impact Fee may be assessed for or expended upon the construction, improvement, operation or maintenance of any Governmental Infrastructure that does not create additional capacity for use by the general public. The following shall be exempt from the payment of impact fees:

A. Alteration or expansion of an existing dwelling unit which does not result in any additional dwelling units or increase in the number of families for which such dwelling unit is arranged, designed or intended to accommodate for the purposes of living quarters.

B. The replacement of a building or dwelling unit where no additional square footage or dwelling units are created and when the existing and replacement or dwelling unit are located on the same lot. To be eligible for this exemption, official evidence such as, but not limited to, aerial photos, property surveys, Revenue Commission property appraiser data, or building permit data must be provided that confirms a building of equivalent use existed within the parcel boundaries in which the replacement structure is to be located.

Section 8. **Change in Size and Use**. An impact fee shall be imposed and calculated for alteration, expansion or replacement of a building if the alteration, expansion or replacement of a building results in a use that it is determined to generate greater impact than the present under the applicable fee rate schedule. Impact fee shall be calculated as follows:

A. If the impact fee is based on a per dwelling unit method, the impact fee shall be the amount due under the applicable impact fee rate schedule, less the calculated impact fee applicable prior to the alteration, expansion or replacement.

B. If the impact fee is based on the square footage method, the impact fee due for the increased square footage shall be calculated by determining the impact fee due according to the square footage resulting from the alteration, expansion or replacement, less the impact fee that would have been imposed for the original square footage prior to the alteration, expansion or replacement.

C. All single family residential fees in the fee schedule are based on an assumed 3-bedroom home. If the replacement structure has an increase in the number of bedrooms or sleeping rooms as defined by the City of Daphne Building Code Supplement, any partial impact fee will be calculated on a percentage basis based on the increased number of sleeping rooms within the structure.

D. If a building is demolished in preparation of a new structure, a pre-demolition inspection will be performed to determine the number of sleeping rooms in the existing structure to establish the baseline for the calculation of any partial impact fee imposed.

E. All changes in use or Occupancy classification as defined by the International Building Code will be subject to full impact fees calculated at the new construction fee based of Occupancy classification. Credit will be given for the calculation of the new construction fee of the previous building based on Occupancy Classification.

Section 9. **Nature of Impact Fee**. An Impact Fee is both a personal liability of the Applicant and a lien upon the real property upon which the New Development is to be constructed and/or improved. Said lien may be foreclosed upon in accordance with the procedure for the foreclosure of real estate mortgages in the State of Alabama.

Section 10. **Refund of Impact Fee**. Except as is specifically required by the Act, Impact Fees are not refundable, unless the applicable Building Permit is voided in writing by the Applicant and no construction or construction-related activities have taken place. In the event a refund is made pursuant to the foregoing sentence, a processing fee of five hundred and no/100 dollars ($500.00) shall be withheld by the City from any such refund.

Section 11. **Impact Fee Amounts**. The funds collected pursuant to this Ordinance shall be deposited into the Impact Fee Account. The funds of the Impact Fee Account shall not be commingled with other funds of the City. The City shall separately account for fees collected for the Benefit Areas of Parks and Recreation, Fire, Police and Transportation. In the event that less than the full Impact Fee is assessed for any reason, including, without limitation, any cap on such fee contained in the Act, said partial Impact Fee shall be allocated to the applicable Benefit Areas in the same proportion as the full Impact Fee would be allocated to and among the applicable Benefit Areas.

Section 12. **Use of Impact Fees**. Impact Fees may be expended only for the Benefit Area for which they were imposed, calculated, and collected and according to the time limits and procedures established in this Ordinance and the Act, if any. All impact fees collected for a Benefit Area must be spent in that Benefit Area. Impact Fees generated by this Ordinance may be used for any purpose permitted by the Act.

Section 13. **Time Limitations on Use of Impact Fees**. The City shall expend or contract for the expenditure of all Impact Fees collected in accordance with this Ordinance within any time periods set forth in the Act; provided, however, that in the event the Act does not impose any limitation on the timing of the expenditure of Impact Fees, then the City shall have no obligation to expend any Impact Fees within any specific period of time. In the event it becomes necessary for the City to refund any Impact Fees due to the failure to expend or contract for the expenditure of such Impact Fees within a given period of time as required by the Act, the City shall refund such Impact Fees to the Applicant who paid such Impact Fees.

Notwithstanding anything contained herein to the contrary, no party entitled to a refund of any Impact Fee hereunder shall be entitled to any interest on said refunded Impact Fee.

Section 14. **Appeals**. In the event the Building Department and an Applicant are unable to agree upon the Estimated Fair and Reasonable Value following the appraisal process set forth in Alabama Code § 45-2-243.84, the Applicant against which an Impact Fee has been assessed may pay the Impact Fee as Calculated by the Building Department and preserve the right to appeal the

amount of the Impact Fee by submitting with payment a written statement that payment is made "under protest" or that includes other language that would notify a reasonable person that the Applicant intends to preserve its right of appeal. Any Applicant intending to appeal the Calculation of an Impact Fee must file said appeal in writing with the City Clerk of the City within thirty (30) days of the last to occur of the Calculation of the Impact Fee by the Building Department and the payment of the Impact Fee by the Applicant to the City. In the written appeal provided to the City Clerk by the Applicant, the Applicant shall set forth enough detail to allow the City to reasonably determine the basis for the Applicant's appeal. All appeals of Impact Fee assessments shall be heard by the Council at a regularly held meeting of the Council within thirty (30) days of the date of the filing of the notice of appeal by the Applicant with the City Clerk. At such appeal hearing, the Applicant and the City shall have the right to present evidence relative to the establishment of the Estimated Fair and Reasonable Market Value of a New Development. In making such presentations, each of the Applicant and the City shall be limited to fifteen (15) minutes for the presentation of such evidence. Thereafter, a majority decision by the Council shall be required to overturn the decision of the Building Department with regard to the Calculation of the applicable Impact Fee.

Section 15. **Review of Impact Fee Structure**. The Impact Fee Committee shall report at least once every three (3) years to the Council with:

A. recommendations, if any, for amendments to this Ordinance;

B. proposals identifying capital improvements to be funded in whole or in part by the Impact Fees collected pursuant to this Ordinance; and

C. proposals for changes to the Impact Fee Schedule.

In connection with the foregoing, the Impact Fee Committee is hereby authorized to engage such consultants as it deems reasonably necessary to prepare additional impact fee studies for purposes of arriving at an appropriate and reasonable impact fee rate structure.

Section 16. **Credits**. An Applicant who offers to dedicate land or otherwise provide for the funding of Governmental Infrastructure may be eligible for a credit for such contribution against the Impact Fee otherwise due for that Benefit Area. In the event an Applicant desires to obtain a credit in accordance with the foregoing, the Applicant shall submit its proposal for a credit in writing to the Building Department. To the extent the City prepares forms for the credit process, the Applicant shall make its submittal on said City provided forms.

Thereafter, the Building Department shall submit said proposal to the Impact Fee Committee. The Impact Fee Committee shall make written findings with regard to (a) the value of the Applicant's proposed contribution; (b) whether the proposed contribution meets capital improvement needs for which the particular Impact Fee has been imposed; and (c) whether the proposed contribution will substitute or otherwise reduce the need for Governmental Infrastructure anticipated to be provided with Impact Fees otherwise assessable against the Applicant.

The Impact Fee Committee shall transmit said written findings to the Council along with a recommendation for whether to accept or decline the Applicant's offer. The Council shall make the final determination as to whether to accept the Applicant's proposed contribution; provided, however, that in no event shall the credit given to any such Applicant exceed the amount of the otherwise applicable Impact Fee.

Section 17. **Recovery of Public Hearing Costs**. Any costs incurred by the City (a) in preparing for and conducting any public hearing required by the Act and (b) in connection with the Study or any similar study conducted hereafter may be recovered as a part of the Impact Fees assessed and collected in accordance with this Ordinance.

Section 18. **Severability**. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-exemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 19. **Effective Date**. This Ordinance shall be effective from and after its adoption by Council and publication as required by law.

ADOPTED AND APPROVED on this _____ day of _____, 2025.

_____
Robin LeJeune,
Mayor

ATTEST:

_____
Candace G. Antinarella, MMC, City Clerk

EXHIBIT A

Impact Fee Schedule[1]

Residential Fees per Unit					
Development Type	Fire	Parks and Recreation	Police	Transportation	Total
Single Family	$833	$2,656	$1,212	$4,648	$9,349
Percentage allocation	9%	28%	13%	50%	1% max
Multi-Family	$536	$1,708	$779	$2,210	$5,233
Percentage allocation	10%	33%	15%	42%	1% max

Nonresidential Fees per 1,000 Square Feet					
Development Type	Fire	Parks and Recreation	Police	Transportation	Total
Industrial	$388	$0	$277	$1,133	$1,798
Percentage allocation	22%	0%	15%	63%	1% max
Commercial/Retail	$524	$0	$1,388	$3,788	$5,700
Percentage allocation	9%	0%	24%	66%	1% max
Office/Institutional	$806	$0	$616	$2,521	$3,943
Percentage allocation	20%	0%	16%	64%	1% max
Lodging (per room)	$138	$1,528	$455	$1,239	$3,360
Percentage allocation	4%	45%	14%	37%	1% max

[1] The total Impact Fee imposed per development unit shall be ***the lesser of*** the amount shown in the "Total" column and one percent (1%) of the combined construction and land cost.

CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-12

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 April 24, 2025, 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, Ordinance 2024-18 and Ordinance 2024-42; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance No. 2024-42; 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 June 16, 2025; 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, Ordinance 2024-18 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 JUNE, 2025.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-13

Ordinance to Pre-Zone Property Located
Northeast of County Road 64 and Alabama Highway 181

WHEREAS, The Estate of Georgianne Simms Pre-Zoning Amendment, as the owner of certain real property located within the City of Daphne, has requested that said property that is currently zoned as B-3, General Business, Baldwin County District 15, be pre-zoned as B-2, General Business; and

WHEREAS, said real property is located Northeast of County Road 64 and Alabama Highway 181 and more particularly described as follows:

BEGINNING AT A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), BEING THE SOUTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181: THENCE RUN
N 89°53'29" E, ALONG THE SOUTH LINE OF SAID LOT A AND A PROJECTION THEREOF, A DISTANCE OF 390.00 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN
S 00°00'00" E, A DISTANCE OF 130.64 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 89°54'27" W, A DISTANCE OF 132.15 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN S 00°10'02" W, A DISTANCE OF 51.01 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE NORTH LINE OF LOT 1A, SIMMS-FOSTER SUBDIVISION, BEING A MAP OR PLAT THEREOF, AS RECORDED ON SLIDE 2825-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N 89°45'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 258.75 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°18'04" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 49.47 FEET, TO A ONE-HALF CAPPED REBAR FOUND (19254), ON SAID EAST RIGHT-OF-WAY; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 130.53 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 1.47 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

WHEREAS, at the regular Planning Commission meeting on April 24, 2025, the Commission considered said request and voted to set forth a favorable recommendation; 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 the Daphne Public Library and City Hall, and a public hearing was held before the City Council on June 16, 2025; 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 re-zoning of the above described real property 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

The above described real property is hereby pre-zoned from R B-3, General Business, Baldwin County District 15, to B-2, General Business, and the zoning ordinance and zoning map shall be amended to reflect the said zoning change.

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 DATE AND REVERSION.

This Ordinance shall take effect and be in force from and after the date of its approval by the City Council of the City of Daphne and after publication as required by law. This zoning classification is subject to a two (2) year reversionary clause. Two years from the date this Ordinance is enacted, if the site development has not started for the purpose listed herein, the zoning shall be null and void and the property shall revert to the prior zoning district. Refer to Section 22-2, Reversionary Clause, of the Daphne Land Use and Development Ordinance.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF _____, 2025.

Attest: **_____**
Robin LeJeune, Mayor

_____
Candace G. Antinarella, MMC, City Clerk

CITY OF DAPHNE, ALABAMA
ORDINANCE 2025-14

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

Property Located Northeast of County Road 64 and Alabama Highway 181
The Estate of Georgianne Simms

WHEREAS, on the 20th day of March, 2025, The Estate of Georgianne Simms as 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 April 24, 2025, 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 June 16, 2025, 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 2025-___ was adopted pre-zoning the said property as B-2, 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 FOUND (SE CIVIL CA-1167), BEING THE SOUTHWEST CORNER OF LOT A, SIMMS SUBDIVISION, A RE-SUBDIVISION OF LOT 1C, SIMMS-FOSTER SUBDIVISION, AS RECORDED ON A MAP OR PLAT THEREOF ON SLIDE 2929-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, ALSO BEING ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 181: THENCE RUN
N 89°53'29" E, ALONG THE SOUTH LINE OF SAID LOT A AND A PROJECTION THEREOF, A DISTANCE OF 390.00 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN
S 00°00'00" E, A DISTANCE OF 130.64 FEET, TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL CA-1167); THENCE RUN S 89°54'27" W, A DISTANCE OF 132.15 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (19254); THENCE RUN S 00°10'02" W, A DISTANCE OF 51.01 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE NORTH LINE OF LOT 1A, SIMMS-FOSTER SUBDIVISION, BEING A MAP OR PLAT THEREOF, AS RECORDED ON SLIDE 2825-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N 89°45'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 258.75 FEET, TO A ONE-HALF INCH CAPPED REBAR FOUND (SE CIVIL CA-1167), ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF STATE HIGHWAY 181; THENCE RUN N 00°18'04" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 49.47 FEET, TO A ONE-HALF CAPPED REBAR FOUND (19254), ON SAID EAST RIGHT-OF-WAY; THENCE RUN N 00°20'47" E, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 130.53 FEET, TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINING 1.47 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION FOUR: MAP OF PROPERTY

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

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

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

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE _____ DAY OF _____, 2025.

_____
Robin LeJeune, Mayor

ATTEST:

_____
Candace G. Antinarella, MMC, City Clerk