



**CITY OF DAPHNE  
1705 MAIN STREET, DAPHNE, AL  
CITY COUNCIL BUSINESS MEETING AGENDA  
MONDAY, MARCH 16, 2026 at 6:00 PM**

**1. CALL TO ORDER**

**A. ROLL CALL**

**B. INVOCATION** Pastor Andrew Tewell, Shore Light Baptist Church

**C. PLEDGE OF ALLEGIANCE**

**2. PROMOTIONS and PUBLIC HEARINGS**

**A. FIRE DEPARTMENT PROMOTIONS:**

Apparatus Engineer - Thomas Elliott

Apparatus Engineer - Galen Lambeth

Apparatus Engineer - Christopher Drogmiller

**B. PUBLIC HEARING:** Pre-Zone Property Located at the Northwest Intersection of County Road 64 and County Road 54 West - Louisa Marco Toler Revocable Trust Dated July 24, 2024

**C. PUBLIC HEARING:** Pre-Zone Property Located Northwest of County Road 64 and Alabama Highway 181 - Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership

**D. PUBLIC HEARING:** Annex Property Located Northwest of County Road 64 and Alabama Highway 181 - Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Partnership

**E. PROPOSED EXTENSION OF DEMOLITION DEADLINE HEARING:** 505 Van Avenue

**3. APPROVE MINUTES**

**A.** March 2, 2026, regular meeting

**4. REPORTS OF STANDING COMMITTEES**

**A. FINANCE COMMITTEE** - Conaway

**B. BUILDINGS & PROPERTY COMMITTEE**- Messinger  
Review the February New Construction and Building Report.  
Certificates of Occupancy: 7  
Permits Issued: 168  
New Residential Home Permits: 10  
Total Fees: \$58,004.87

- i. Review the minutes from the February 2026 meeting.
- ii. **MOTION** to authorize the Mayor to sign the Alabama Department of Economic and Community Affairs Grant Agreement to purchase a Chiller for City Hall.

**C. PUBLIC SAFETY COMMITTEE - Green**

- i. Review the minutes from the February 9, 2026 meeting.

**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Roberts**

**E. PUBLIC WORKS COMMITTEE - Coleman**

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

**A. BOARD OF ZONING ADJUSTMENTS - Adrienne Jones**

**B. DAPHNE PUBLIC SCHOOL COMMISSION - Messinger**

**C. DOWNTOWN REDEVELOPMENT AUTHORITY - Conaway**

- i. Review the minutes from the February 19, 2026, meeting

**D. INDUSTRIAL DEVELOPMENT BOARD - Coleman**

**E. LIBRARY BOARD - Olen**

**F. PLANNING COMMISSION - Olen**

- i. Review of the minutes from the regular meeting of January 22, 2026 and the report of the regular meeting of February 26, 2026.

**G. RECREATION BOARD - Green**

**H. UTILITY BOARD - Coleman**

**6. PUBLIC PARTICIPATION**

**7. MAYOR'S REPORT**

**8. CITY ATTORNEY REPORT**

**9. DEPARTMENT HEAD REPORTS**

**10. CITY CLERK'S REPORT**

- A. MOTION** to approve the 700 - Specialty Retailer of Consumable Hemp Products to SAI Blessings LLC dba Legacy Spirits located at 9475 US Highway 90, Ste 110, Daphne, Alabama.

- B. MOTION** to approve the 700 - Specialty Retailer of Consumable Hemp Products to SAI Sharnam LLC dba Top Shelf Liquor located at 2200 US Highway 98, Ste 7, Daphne, Alabama.
- C. MOTION** to approve the 020 - Restaurant Retail Liquor to Daphne IWC LLC dba Island Wing Company located at 29740 Urgent Care Dr, Ste A, Daphne, Alabama.
- D. MOTION** to approve the 050 - Retail Beer (Off Premises Only), the 070 - Retail Table Wine (Off Premises Only) and the 990 - Tobacco and Alternative Nicotine Products to Vexxil Retail Operations LLC dba Malbis Chevron located at 29805 State Highway 181, Daphne, Alabama.
- E. MOTION** to approve the Community Spirit Day on October 3, 2026 from 2:00 - 5:00pm at Lott Park.

**11. RESOLUTIONS**

- A. 2026 - 18 - Resolution** Extending the Time for Demolition of a Certain Unsafe Structure Located at 505 Van Avenue, Daphne, Alabama
- B. 2026 - 19 - Resolution** Appropriation: ALDOT PROJECT #ATRP2 02-2026-171: Addition of a south-bound turn lane and extension of the north-bound turn lane on SR-181 and Corte Road - \$184,446

**12. 2nd READ ORDINANCES**

**13. 1st READ ORDINANCES**


- A. 2026 - 06 - Ordinance** to Pre-Zone Property Located at the Northwest Intersection of County Road 64 and County Road 54 West - Louisa Marco Toler Revocable Trust Dated July 24, 2024
- B. 2026 - 07 - Ordinance** to Pre-Zone Property Located Northwest of County Road 64 and Alabama Highway 181 - Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership
- C. 2026 - 08 - Ordinance** to Annex Property Contiguous to the Corporate Limits of the City of Daphne - Northwest of County Road 64 and Alabama Highway 181 - Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership

**14. COUNCIL COMMENTS**

**15. ADJOURN**



**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**

DATE: January 26, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development   
SUBJECT: Louisa Marco Toler Revocable Trust Dated: July 24, 2024 Pre-Zoning Amendment

**PRESENT ZONING:** RA, Rural Agricultural, Baldwin County District 15

**PROPOSED PRE-ZONING:** R-6 (G), Garden or Patio Home, and B-2(a), General Business Alternate

**LOCATION:** At the northwest intersection of County Road 64 and County Road 54 West

**RECOMMENDATION:** At the January 22, 2026 regular meeting of the City of Daphne Planning Commission, seven members were present, and the motion carried for a favorable recommendation for the above captioned pre-zoning amendment.

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

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

Thank you,  
ADJ/jv

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

LOUISA MARCO TOLER REVOCABLE TRUST  
07/24/24 PREZONING PETITION



LOUISA MARCO TOLER REVOCABLE TRUST 07/24/24  
Prezoning Amendment

**PROPOSAL:**

The applicant proposes to pre-zone 144 acres of agricultural fields to B-2(A), General Business Alternate, and R-6(G), Garden or Patio Home. The site is located at the northwest intersection of County Road 54 West and County Road 64 and it extends to Rigsby Road to the west and to Saint Augustine subdivision to the north.

Coastal Church is located to the east across County Road 54 West as well as Savannah Estates, a single family residential subdivision. Across County Road 64 to the south are several uses including a convenience store/gas station, multi-tenant commercial business, mini-warehouses, and a mechanic shop. Land on the west side of the property, across Rigsby Road, is largely rural residential.

**Zoning Classification:**

Rural Agricultural district (RA)

**Existing Utility Service**

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

**Affected City Service Providers:**

Fire Station 5, Police Beat 4, Public Works

**Surrounding Zonings/Uses:**

- North-County RSF-3
- South-County B-3 and B-4
- East-County RA and RSF-3
- West-County RA

**Proposed Zoning:**

B-2(a) and R-6(G)(General Business Alternate and Garden or Patio Home

**Development Concept:**

Commercial/Single Family

**Comprehensive Plan Place**

**type:** Traditional Neighborhood Development and Mixed Use Corridor

**Staff Recommendation to PC:**

Favorable

**Council District:** 4

**Existing Conditions:**

144 acres

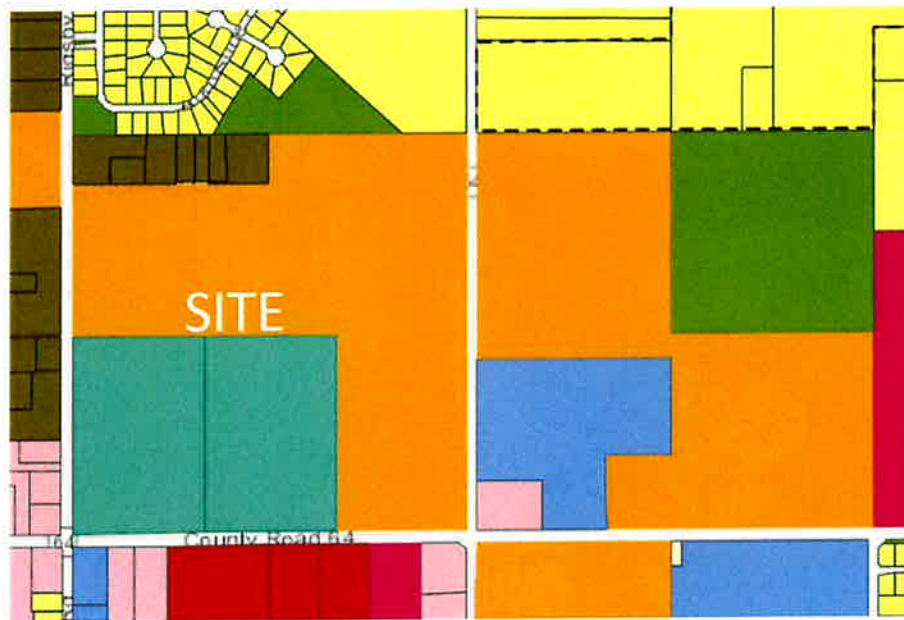
**Planning Commission**

**Recommendation:** Favorable

**RECOMMENDATION:**

The Envision Daphne 2042 Comprehensive Plan designates these parcels as Traditional Neighborhood Development and Mixed Use Corridor. B-2(a), General Business Alternate and R-6(G), Patio or Garden Home both allow uses that would be consistent with the mix of uses promoted by these placetype. Therefore staff recommends that the Planning Commission set forth a favorable recommendation to prezone the site as requested.

**Excerpt from Overall Placetype Map**



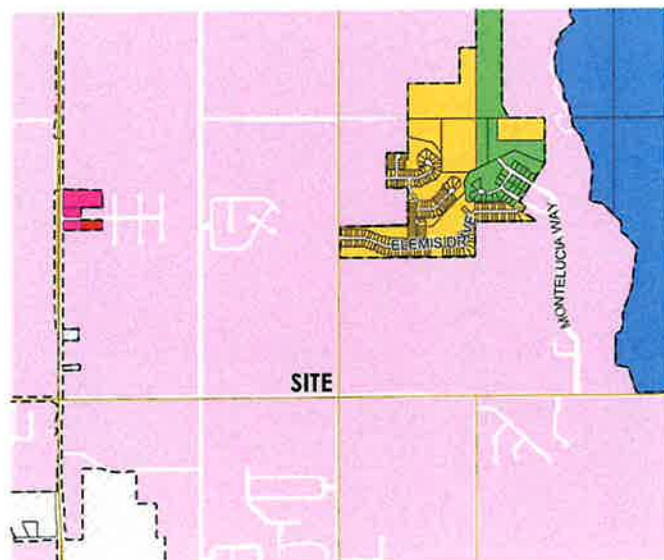
- |  |                              |
|--|------------------------------|
| <b>MIXED-USE</b>                           | <b>SPECIAL AREAS</b>         |
| Mixed-Use Corridor                         | Civic and Institutional      |
| Traditional Neighborhood Development       | Parks and Recreation         |
| Olde Towne Core                            | Natural Areas and Open Space |
| <b>EMPLOYMENT CENTERS</b>                  |                              |
| Employment - Business Park                 |                              |
| Employment - Industrial/Service Commercial |                              |

## Excerpt from County's Map on ISV



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

### Excerpt from Daphne Zoning Map



**Zoning Key**

	Daphne City limits
	R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL
	R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL
	R-3 HIGH DENSITY SINGLE FAMILY RESIDENTIAL
	R-4 HIGH DENSITY SINGLE MULTI-FAMILY RESIDENTIAL
	R-5 MOBILE HOME RESIDENTIAL
	R-8(D) DUPLEX - TWO FAMILY
	R-8(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(b) GENERAL BUSINESS ALTERNATE
	B-3 PROFESSIONAL BUSINESS
	C/1 COMMERCIAL/INDUSTRIAL
	MU MIXED USE
	PUD PLANNED UNIT DEVELOPMENT
	C-2 OUTDOOR AMUSEMENT
	GC GOLF COURSE

## Excerpt from Envision Daphne 2042 Plan

### MIXED-USE CORRIDOR

Mixed-Use corridors consist of complete streets accommodating all travel modes and serve as major transportation routes that link distinct areas of the city. Ideally these corridors will include a mix of commercial and residential activity and may include maker spaces. They may also provide opportunities for the development of larger scale retail uses such as grocery stores and retailers. Mixed-Use corridors should be designed to provide convenient vehicle access while at the same time allowing for safe and appealing use by pedestrians, cyclists and other modes of transportation.

Mixed-use corridors contain multi-story structures and a compact development pattern. Buildings are located near the sidewalk to create a street wall and enhance the pedestrian environment. Mixed-Use corridors may range from two to six travel lanes, have bike lanes and on-street parking. Wide sidewalks with ample pedestrian amenities are also common. Streetscape furnishings and public art are common, sometimes with a direct theme linked to a nearby center or neighborhood.

#### Planned Characteristics

<i>Primary Land Uses</i>	Commercial/office Mixed-use
<i>Secondary Uses</i>	Institutional Single-family attached residential
<i>Intensity Range</i>	Intensely developed, residential densities of 8 to 12, floor area ratios of up to 2
<i>Development Policies</i>	Tree canopy mitigation Stormwater management with low impact design (bio-retention, permeable surfaces, infiltration areas) Site plan and design review

### TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Traditional neighborhoods meet the holistic needs of their residents as well as surrounding areas. While higher density residential use is typically dominant, they often feature a core of commercial and civic activity such as a library, small scale store, coffee shop, bank or other neighborhood-oriented businesses. They may feature parks, schools, or other public features. They should be easy to navigate on foot with important features within a 20-minute walk for the average resident.

The context of a traditional neighborhood includes small blocks on a grid formation with a prominent center public space and an edge that transitions into different, less intensive uses. Traditional neighborhoods are pedestrian friendly and accessible for all modes of transportation. Buildings are built close to the street at a human scale, with abundant transparency on the ground floor of buildings. Buildings have minimal setbacks from the street, but allow for wide tree-lined sidewalks, as well as space for sidewalk uses like cafés and sales tables. Traditional neighborhoods provide parking that is on the street or within parking lots that are behind or underneath new buildings. Some buildings contain multiple uses. A wide variety of housing types are provided, both in size and affordability, with higher density housing types closer to the center of the neighborhood.

Active public open space is located at or near the center. This space will be suitable to passive recreation as well as organized events, such as festivals, farmers markets and performances.

#### Planned Characteristics

<i>Primary Land Uses</i>	Mixed Use All forms of residential
<i>Secondary Uses</i>	Assembly Institutional
<i>Intensity Range</i>	Intensely developed, residential densities of 8 to 30, floor area ratios of up to 4
<i>Development Policies</i>	Tree canopy mitigation Stormwater management with low impact design (bio-retention, permeable surfaces, infiltration areas) Site plan and design review

APPLICATION  
&  
SUPPLEMENTAL INFORMATION



# APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816	Date Submitted <u>December 18, 2025</u>
Application Number: ZA-                    or                    PZA- <u>24-01</u>	Planning Commission Public Hearing Date: <u>January 22, 2026</u>

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

<b>SITE DATA</b>	
NW Intersection of County Rd 64 and County 54 W	PPIN#(s): 27232, 67742, 28710, 396886, 42960, 84162,400580
Gross Site Area (acreage): 144 total: B-2A 105 ac - R6-G 39 ac	Requested Zoning or Pre-Zoning: <u>B-2A and R-6G</u>
Current Zoning Designation(s): <b>Baldwin Co - Rural Agricultural</b>	Amended Request: Initials:                    Date:
Current Land Use: <b>Vacant</b>	Anticipated Land Use: <b>Commercial &amp; Res Dvlpment</b>
Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]": <b>Attached</b>	

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

<b>APPLICANT &amp; AGENT INFORMATION</b>	
<i>*If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.</i>	Hollace Marco Brayer, personal representative
Name of Current Owner: Louisa Marco Toler Revocable Trust Dated: July 24, 2024	251-990-9950 Dewberry-DaphnePla
Mailing Address: 26374 Rigsby Rd, Daphne, AL 36526	Phone/Fax: E-mail: <u>anning@Dewberry.com</u>
Name of Authorized Agent: Dewberry Engineers Inc.	251-990-9950
Mailing Address: 25353 Friendship Road, Daphne, AL 36526	Phone/Fax: <u>Dewberry-DaphnePlanning</u> E-mail: <u>@Dewberry.com</u>
Name of Developer*: N/A	Phone/Fax: E-mail:
Other:	Phone/Fax: E-mail:

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

Applicant's Signature: <u>Catherine S. Barnette</u>	Date <u>12/10/25</u>
Agent's Signature: <u>Catherine S. Barnette</u>	Date <u>12/10/25</u>

## OVERALL BOUNDARY PARCEL A

*BEGIN AT THE SOUTHEAST CORNER OF SAINT AUGUSTINE PHASE 5, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2894-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 54 W; THENCE RUN SOUTH, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64; THENCE RUN WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY OF RIGSBY ROAD; THENCE RUN NORTH, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2,260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2540-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG THE SOUTH LINE OF SAID PARKER SUBDIVISION AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO L.B. WOODRUFF, III AND JAIMIE WOODRUFF, RECORDED AT INSTRUMENT 2023051, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH, ALONG THE EAST LINE OF SAID L.B. WOODRUFF, III AND JAIMIE WOODRUFF LANDS, A DISTANCE OF 330 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAINT AUGUSTINE PHASE 1A, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDES 2451-A, B AND C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG SAID SOUTH LINE AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.*

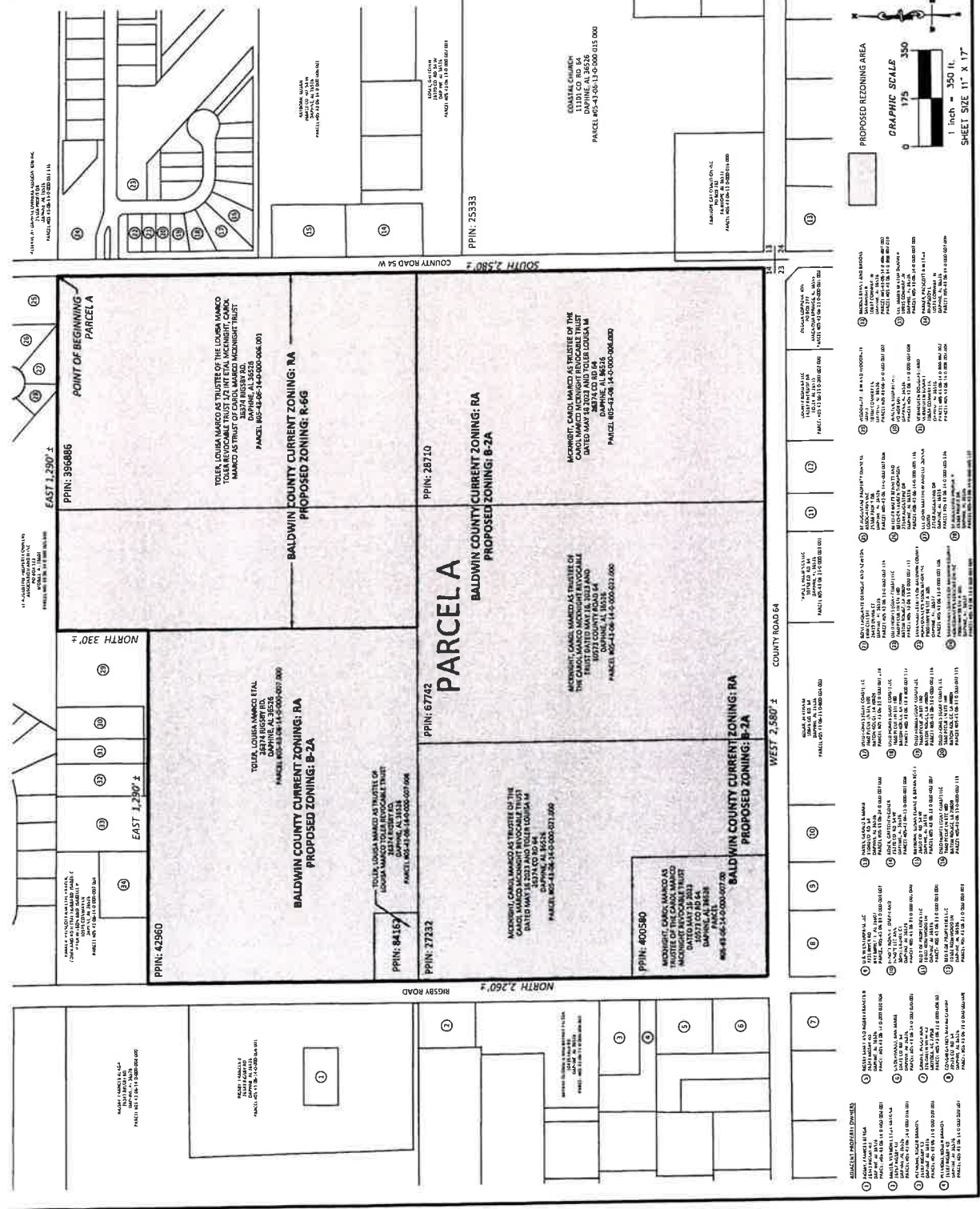
*TRACT CONTAINING 144 ACRES, MORE OR LESS, AND LIES IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.*

**PROPOSED REZONING OVERALL DESCRIPTION**

**PARCEL A**

BEGIN AT THE SOUTHEAST CORNER OF SAINT AUGUSTINE PHASE 5, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN ALABAMA, SAID POINT BEING ALSO ON THE WEST SIDE 2894-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 54 W; THENCE RUN SOUTH ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2,380 FEET; MORE OR LESS TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 54 W; THENCE RUN NORTH ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET; MORE OR LESS TO A POINT ON THE EAST RIGHT-OF-WAY OF HIGSBY ROAD; A POINT ON THE EAST RIGHT-OF-WAY OF HIGSBY ROAD; THENCE RUN NORTH, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2,260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2540-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG THE SOUTH LINE OF SAID PARKER SUBDIVISION AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO L.B. WOODRUFF, III AND JAMIE WOODRUFF, RECORDED AT INSTRUMENT 2020051, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH, ALONG THE EAST LINE OF SAID LANDS HERETOFORE CONVEYED TO L.B. WOODRUFF, III AND JAMIE WOODRUFF, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAINT AUGUSTINE PHASE 5A, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDES 2451-A, B AND C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG SAID SOUTH LINE AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT CONTAINING 344 ACRES, MORE OR LESS, AND LIES IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



**PROPOSED PRE-ZONING**  
**LOUISA MARCO TOLER**  
**REVOCABLE TRUST**

REVOCAABLE TRUST  
 LOUISA MARCO TOLER REVOCABLE TRUST  
 CREATED BY: 05  
 DATE: 12/17/2023

**Dewberry**  
 1000 W. UNIVERSITY BLVD., SUITE 200  
 MOBILE, ALABAMA 36688  
 TEL: (904) 671-1000  
 FAX: (904) 671-1001

**PARCELS IDENTIFIED ON THIS PLAT**

1	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
2	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
3	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
4	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
5	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
6	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
7	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
8	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
9	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
10	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
11	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
12	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
13	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
14	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
15	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
16	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
17	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
18	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
19	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
20	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
21	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
22	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
23	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
24	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
25	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
26	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
27	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
28	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
29	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
30	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
31	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
32	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
33	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
34	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
35	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
36	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
37	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
38	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
39	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
40	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
41	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
42	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
43	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
44	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
45	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
46	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
47	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
48	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
49	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001
50	1000 W. UNIVERSITY BLVD., SUITE 200, MOBILE, ALABAMA 36688, TEL: (904) 671-1000, FAX: (904) 671-1001

Toler McKnight Prezoning Adjacent Property Owners

Owner Name	Address	City	State	Zip
RIGSBY, FRANCES BERGA	26343 RIGSBY RD	DAPHNE	AL	36526
WOODRUFF L B III AND WOODRUFF JAIMIE	10700 CONWAY LN	DAPHNE	AL	36526
PARKER, PRESCOTT A III ETUX RHAPSODY L	10575 CONWAY LN	DAPHNE	AL	36526
TRIPLE E HOLDINGS L L C	10758 CO RD 64	DAPHNE	AL	36526
BRYANT GEORGE K AND BRYANT TRESSA	10435 LALA RD	DAPHNE	AL	36526
ZIEGLER CORPORATION	PO BOX 277	MAGNOLIA SPGS	AL	36555
WILLIAMS, MATTHEW C ETUX SHAYNA R	26093 RIGSBY RD	DAPHNE	AL	36526
MILLER, VERNON L ETUX KATRINA S	26257 RIGSBY RD	DAPHNE	AL	36526
COUNTY ROAD 64 L L C	14267 RIVERSIDE DR	FOLEY	AL	36535
VERMEULEN DOUGLAS J AND VERMEULEN SUSAN J	10654 CONWAY LN	DAPHNE	AL	36526
PLEMONS, ROGER BRANON	26187 RIGSBY RD	DAPHNE	AL	36526
TOLER, LOUISA MARCO AS TRUSTEE OF LOUISA MARCO TOLER REVOCABLE TRUST	26374 RIGSBY RD	DAPHNE	AL	36526
JPF RENTALS L L C	22519 STATE HIGHWAY 59 S	ROBERTSDALE	AL	36567
COASTAL CHURCH	11101 CO RD 64	DAPHNE	AL	36526
KOSEK, GRETCHEN COKER	26370 COUNTY ROAD 54 W	DAPHNE	AL	36526
UNDERWOOD, ANN MARIE	10471 CO RD 64	DAPHNE	AL	36526
RAYBORN, SUSAN ELAINE & BRYAN KEITH	26410 CO RD 54 W	DAPHNE	AL	36526
ST AUGUSTINE PROPERTY OWNERS A SSOCIATION INC	25366 PROFIT DR	DAPHNE	AL	36526
WALTER, ELIZABETH J	PO BOX 601	DAPHNE	AL	36526
RED TIDE PROPERTIES L L C	10302 ROSEWOOD LN	DAPHNE	AL	36526
LEE, JAMES W ETUX DEANN A	10595 CONWAY LN	DAPHNE	AL	36526
HAYES, GERALD & MARIE	11040 CO RD 64	DAPHNE	AL	36526
MCKNIGHT, CAROL MARCO AS TRUSTEE OF THE CAROL MARCO MCKNIGHT REVOCABLE TRUST DATED MAY 16 2023	10573 COUNTY ROAD 64	DAPHNE	AL	36526
GRIMES, PEGGY ANN	326 GREEN VIEW RD	MOYOCK	NC	27958
MCKNIGHT, CAROL MARCO AS TRUSTEE OF THE CAROL MARCO MCKNIGHT REVOCABLE TRUST DATED MAY 16 2023 AND TOLER LOUISA M	26374 CO RD 64	DAPHNE	AL	36526
ST AUGUSTINE PROPERTY OWNERS ASSOCIATION AND N INC	P O BOX 123	MOBILE	AL	36601
BOLAR, BERTHA M	10646 CO RD 64	DAPHNE	AL	36526
LEE JOHN MATTHEW AND LEE DONNA LOUISE	27148 AUGUSTINE DR	DAPHNE	AL	36526
BELCHER BRETT BENNETT AND BELCHER LAUREN THOMPSON	27149 AUGUSTINE DR	DAPHNE	AL	36526
FAIRHOPE CAT COALITION INC	P O BOX 262	FAIRHOPE	AL	36533
RESERVE AT DAPHNE OWNERS ASSOCIATION INC, THE	25366 PROFIT DR	DAPHNE	AL	36526
J & S LAND LLC AND TRIPLE K MINING LLC	9949 BELATON AVE STE A	DAPHNE	AL	36526
DSDL HOMES (GULF COAST) L L C	7660 PECUE LN STE 100	BATON ROUGE	LA	70809
CONGREGATION MAYIM CHAYIM	10526 CO RD 64	DAPHNE	AL	36526
D & W ENTERPRISES L L C	7231 RIVER ROAD	DAPHNE	AL	36526
HINOTE RONNIE JOSEPH AND HINOTE LEE ANN	30451 LAUREL CT	DAPHNE	AL	36526
DENTON REXFORD LILES AND DENTON LAURA ELIZABETH	27104 AUGUSTINE DR	DAPHNE	AL	36526
PARKER, PRESCOTT A III ETAL PARKER, EDWA AND RD H ETAL HUBBARD, ISABELLE P FKA WILSON AND , ISABELLE P	10575 CONWAY LN	DAPHNE	AL	36526
DEWBERRY	25353 FRIENDSHIP ROAD	DAPHNE	AL	36526

## COMMUNITY DEVELOPMENT



January 9, 2026

Dear Sir/Ma'am,

### NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Louisa Marco Toler Revocable Trust Dated: July 24, 2024 containing 144 acres +/- located at the northwest intersection of County Road 64 and County Road 54 West to be pre-zoned to B-2(a), General Business Alternate, and R-6(G), Garden or Patio Home. A petition to annex said property has also been submitted.


Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, January 14, 2026 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, January 22, 2026 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, email to [ajones@daphneal.com](mailto:ajones@daphneal.com) or by representation.

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

Louisa Marco Toler Revocable Trust Dated: July 24, 2024

**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**

DATE: January 26, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development   
SUBJECT: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership Pre-Zoning Amendment

**PRESENT ZONING:** B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15

**PROPOSED PRE-ZONING:** PUD, Planned Unit Development

**LOCATION:** Northwest of County Road 64 and Alabama Highway 181

**RECOMMENDATION:** At the January 22, 2026 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 pre-zoning amendment.

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

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

Thank you,  
ADJ/jv

1. Community Development Report and Supplemental Documents
2. PUD Narrative, Conceptual Site Layout and PUD Exhibits
3. Pre-zoning Application
4. Legal Description (Exhibit A)
5. Boundary Survey (Exhibit B)
6. Adjacent Property Owners List

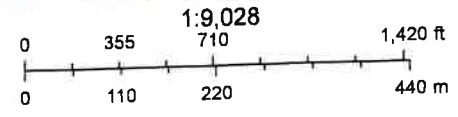
JOSEPH A. ALLEGRI, JR. PROPERTIES, II, LLC  
JERRY VOLOVECKY, SR  
LOUISE VOLOVECKY  
SE FAMILY LIMITED PARTNERSHIP

PREZONING REQUEST

# Allegri, Volovecky, SE Family Partnership



December 4, 2025



KCS, Pictometry

Copyright 2025



JOSEPH A. ALLEGRI, JR. PROPERTIES, II, LLC, JERRY VOLOVECKY, SR, LOUISE VOLOVECKY, SE FAMILY LIMITED PARTNERSHIP  
 PREZONING REQUEST

**Zoning Classification:**

Rural Agricultural and General Business

**Surrounding Zonings:**

- **North** - RSF-1 and RA
- **South** - RSF-4
- **East** - B-3
- **West** - RSF-3, RSF-E

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

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

**Staff Recommendation to PC:** Favorable

**Proposed Zoning:**

Planned Unit Development

**Development Concept:**

Commercial & Multifamily

**Council District:**

4

**Existing Conditions:**

31.76 ac

**PC Recommendation to Council:**

Favorable

## **PROPOSAL:**

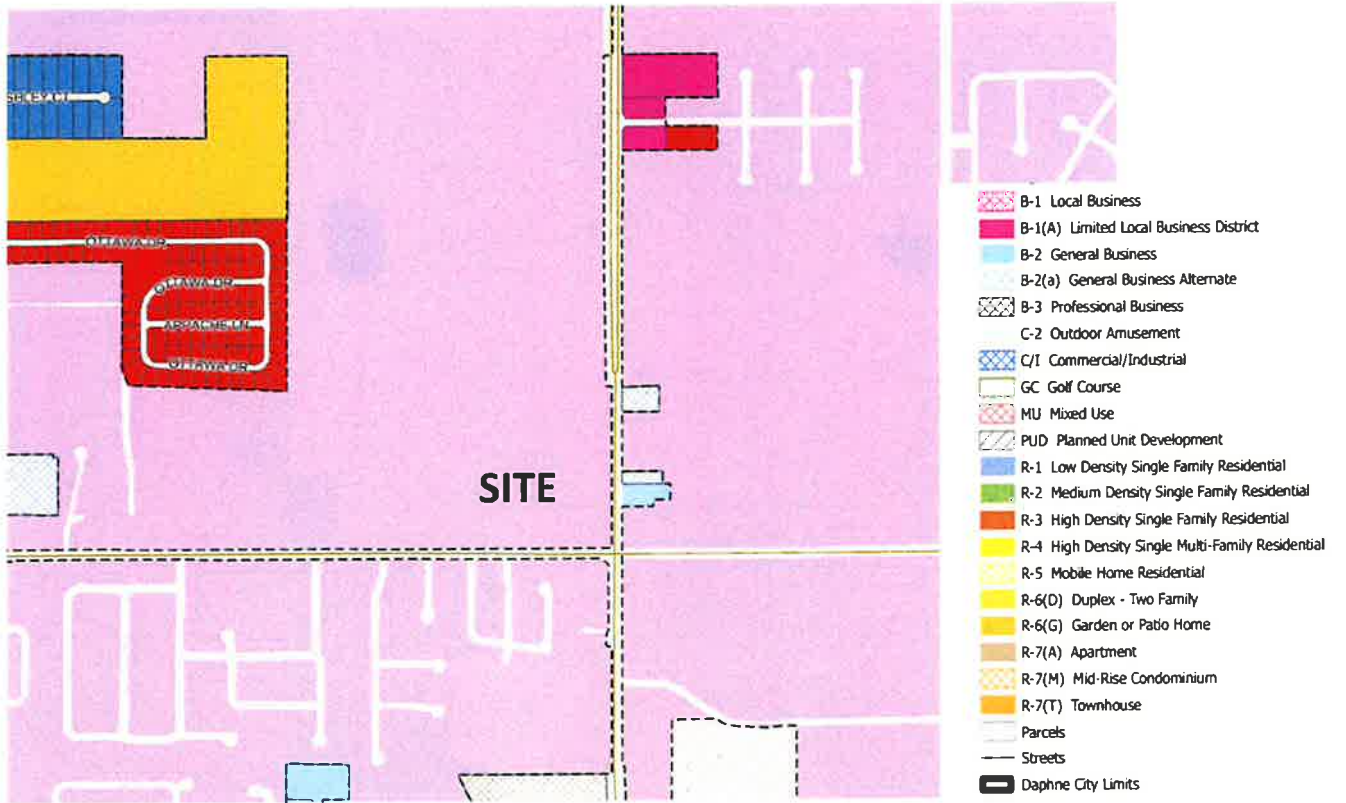
The applicant proposes to rezone the subject property to PUD to develop a commercial and a high density residential development as described in the Italian Village at Daphne Planned Unit Development Narrative and illustrated on the General plan map, entitled Conceptual PUD.

## **ENVISION DAPHNE 2042 COMPREHENSIVE PLAN**

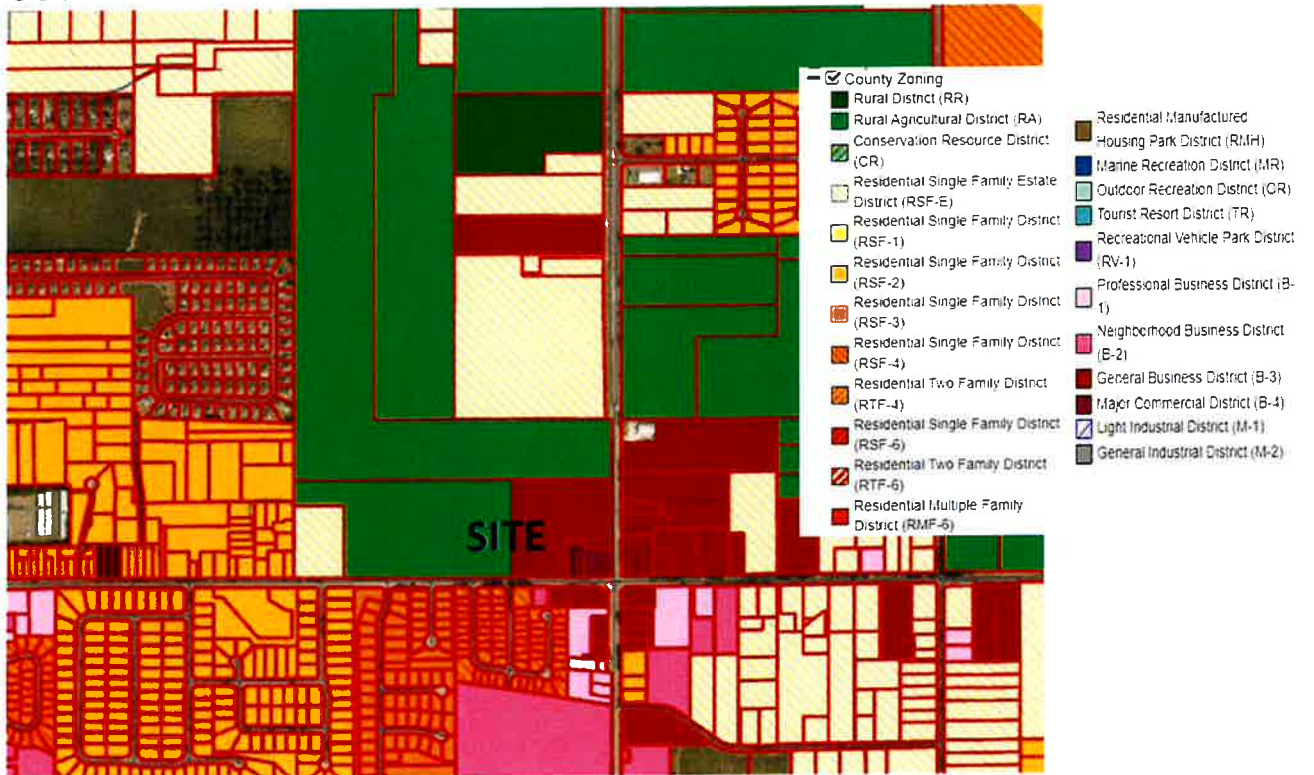
The Planning Commission adopted Resolution Number 2025-01 which amended the Comprehensive Plan designation at this site from Traditional Neighborhood Development to Mixed Use Corridor place type.

The site is designated as Belforest Village, **one of the City's Six Strategic Focus areas**, identified in the Comprehensive Plan. A key consideration is the Community Vision stated as follows, "The Belforest area is envisioned to evolve into a key mixed-use community activity node as Daphne expands into the planning area. The establishment of clustered and compact development patterns is envisioned to create walkable, mixed-use neighborhood environments." The subject property is designed to connect to adjacent undeveloped land setting the stage for walkable, mixed use neighborhood development in the future.

### CITY ZONING MAP EXCERPT



### COUNTY ZONING MAP



## COMMUNITY DEVELOPMENT



December 5, 2025

Dear Sir/Ma'am,

### NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volvecky, and SE Family Limited Partnership containing 31.76 acres +/- located northwest of County Road 64 and Alabama Highway 181 to be pre-zoned as PUD, Planned Unit Development. A petition to annex said property has also been submitted.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, December 10, 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, December 18, 2025 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, email to [ajones@daphneal.com](mailto:ajones@daphneal.com) or by representation.

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

Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership Pre-Zoning Amendment

## Adjacent Property Owners for Daphne Corners Proposed PUD

Parcel Number	Pin	Owner Name	Address	City	State	Zip
05-43-05-22-0-000-013.146	377341	JIBA DEVELOPMENT L L C	707 BELROSE AVE	DAPHNE	AL	36526
05-43-05-22-0-000-004.001	208548	VINCE ALLEGRI PROPERTIES L L C	11020 DICK HIGBEE RD	FAIRHOPE	AL	36532
05-43-05-15-0-000-046.000	29598	JACKSON, JARIAN	9126 JACKSON WAY	DAPHNE	AL	36526
05-43-05-15-0-000-061.000	393	JOSEPH A ALLEGRI JR PROPERTIES II L L C	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.038	286181	CUNNINGHAM, DONALD J ETUX MARY MARGARET	9331 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-060.000	21621	ITALIAN COLONY CEMETERY				
05-43-05-22-0-000-013.099	269492	TEALWOOD SUBDIVISION HOMEOWNERS ASSOCIAT	PO BOX 2916	DAPHNE	AL	36526
05-43-06-14-0-000-011.000	41060	BELLA 181 L L C AND SIMS, GEORGIANNE THE ESTATE OF	PO BOX 489	FOLEY	AL	36536
05-43-02-10-0-000-015.002	111901	DEAN SAMUEL E AND DEAN SUSAN E	9539 PLEASANT RD	DAPHNE	AL	36526
05-43-05-22-0-000-013.098	269491	TEALWOOD SUBDIVISION HOMEOWNERS ASSOCIAT	PO BOX 2916	DAPHNE	AL	36526
05-43-06-14-0-000-013.002	227353	SPRIGGS ENTERPRISES INC	23 SIGNAL HILL RD	SPANISH FORT	AL	36527
05-43-02-10-0-000-015.006	216476	ADAMS STEPHEN AND ADAMS BRANDY	9577 PLEASANT RD	DAPHNE	AL	36526
05-43-05-15-0-000-004.001	316024	CALDERONE, SILVANA ETVIR DOMINIC	9500 PLEASANT RD	DAPHNE	AL	36526
05-43-02-10-0-000-015.005	202982	ROULSTON NATHAN H	9599 PLEASANT RD	DAPHNE	AL	36526
05-43-05-22-0-000-007.037	264138	OVERTON PLACE PROPERTY OWNERS ASSOCIATIO AND N INC	P O BOX 2523	DAPHNE	AL	36526
05-43-05-15-0-000-006.000	44042	VOLOVECKY FARMS INC	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-22-0-000-003.000	44040	VINCE ALLEGRI PROPERTIES L L C	11020 HIGBEE RD	FAIRHOPE	AL	36532
05-43-06-14-0-000-010.000	28765	NLF AL GA A SERIES OF ROSEROCK NET LEASE FUND I SERIES L L C	8872 HSC PKWY STE 401	BRYAN	TX	77807
05-43-05-22-0-000-004.000	32116	VINCE ALLEGRI PROPERTIES L L C	11020 DICK HIGBEE RD	FAIRHOPE	AL	36532
05-43-05-22-0-000-007.000	36174	HUYNH, AYSET ETAL HUYNH, THUAN	25997 ARGONNE DR	DAPHNE	AL	36526
05-43-05-15-0-000-005.002	48469	LOYLE, LINDA MCLEAN	9325 BERGA LN	DAPHNE	AL	36526
05-43-05-15-0-000-005.001	48484	WARNER TERESA R AND MCDONALD ANNE BERGA	P O BOX 951330	LAKE MARY	FL	32795
05-43-05-15-0-000-045.033	296212	MEADOR, ZACHARY ETAL MEADOR, KRISTEN B	9455 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.040	286183	SALAZAR, ANA E	9355 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-045.029	296208	HAYES, JOHN B	9399 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-045.032	296211	SIMPSON, NICHOLAS ROBERT ETAL SIMPSON, K AND AYLEIGH	9443 OTTAWA DR	DAPHNE	AL	36526
05-43-05-22-0-000-007.019	264120	SIMPSON LORA L	26001 OVERTON DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.039	286182	LAVALLEE STEPHEN ALFRED	9343 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-050.000	17465	WILLIAMS, HERCULES ETAL LEONARD, JOHN W AND AS TRUSTEES FOR MACEDONIA MISSIONARY BAP AND TIST CHURCH	1501 CONAWAY ST	DAPHNE	AL	36526

05-43-05-15-0-000-004.002	371204	VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.042	286185	MABERRY NOEL V AND MABERRY DIANA L	9379 OTTAWA DR	DAPHNE	AL	36526
05-43-06-14-0-000-012.001	624461	SANDEFUR INVESTMENTS L L C	PO BOX 162	DAPHNE	AL	36526
05-43-05-15-0-000-061.001	307146	KRISHNA 181 L L C	12750 JENKINS PIT RD	SPANISH FORT	AL	36527
05-43-05-15-0-000-049.001	351488	WASHINGTON, EBONY MILTON	719 E AZALEA AVE	FOLEY	AL	36535
05-43-06-14-0-000-012.000	38746	RNEW LLC	442 AZALEA RD	MOBILE	AL	36609
05-43-05-15-0-000-045.030	296209	VANCE, LISA C	9417 OTTAWA DR	DAPHNE	AL	36526
05-43-06-14-0-000-009.000	63827	DAVIS, W JUSTIN	11355 MOCKINGBIRD LN	FAIRHOPE	AL	36532
05-43-02-10-0-000-014.001	57223	VOLOVECKY CHARLES MARK AND VOLOVECKY LUCINDA D	9527 PLEASANT RD	DAPHNE	AL	36526
05-43-05-15-0-000-061.002	307152	ALLEGRI, JOSEPH A JR PROPERTIES II L L C	10139 VOLVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-005.040	264437	JUBILEE BAPTIST CHURCH INC	9264 PLEASANT RD	DAPHNE	AL	36526
05-43-05-22-0-000-013.145	377340	BAILEY PLACE PROPERTY OWNERS A SSOCIATION INC	28885 HOPETOWN LN	ELBERTA	AL	36530
05-43-05-15-0-000-012.037	286180	HUGHES, PETER MICHAEL ETAL HUGHES, SAMAN AND THA M	2801 WAVERLEY DR	TROPHY CLUB	TX	76262
05-43-05-15-0-000-059.002	47548	YELDING, EBONY C	26101 BAILEYS DRIVE	DAPHNE	AL	36526
05-43-06-14-0-000-010.002	354427	GREGORIUS, DONALD	PO BOX 238	DAPHNE	AL	36526
05-43-05-22-0-000-013.144	377339	TOWER COASTAL L L C	2106 DEVEREUX CIR	VESTAVIA HILLS	AL	35243
05-43-05-15-0-000-046.001	86527	JACKSON, JARIAN	9126 JACKSON WAY	DAPHNE	AL	36526
05-43-05-22-0-000-013.003	205985	LINDELL RACHEL ELLIS AND LINDELL ROB GREGORY	25998 CHAMBERLAIN DR	DAPHNE	AL	36526
05-43-05-15-0-000-005.003	50292	CROWLEY, TODD J ETAL CROWLEY, LAINE G	9355 BERGA LN	DAPHNE	AL	36526
05-43-05-22-0-000-013.072	253718	BAILEY PLACE PROPERTY OWNERS A SSOCIATION INC	28885 HOPETOWN LN	ELBERTA	AL	36530
05-43-05-15-0-000-004.000	44044	VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.041	286184	BLANTON, CHADWICK L ETUX SHANNON D	9367 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-010.000	10132	DAVIS, R DAVID	25630 ST HWY 181 (MA)	DAPHNE	AL	36526
05-43-05-15-0-000-045.031	296210	SULLIVAN, WILLIAM B	9425 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-045.028	296207	GRESHAM, SIDNEY ETAL GRESHAM, CAROLYN	9387 OTTAWA DR	DAPHNE	AL	36526
05-43-05-22-0-000-007.018	264119	MCCARDLE, CYNTHIA	25998 ARGONNE DR	DAPHNE	AL	36526
05-43-05-22-0-000-013.097	269490	TEALWOOD SUBDIVISION HOMEOWNERS ASSOCIAT AND ION INC	PO BOX 2916	DAPHNE	AL	36526

APPLICATION  
&  
SUPPLEMENTAL INFORMATION



## APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816	Date Submitted <b>Nov 18, 2025</b>
Application Number: ZA-                      or                      PZA- <b>25-03</b>	Planning Commission Public Hearing Date: <b>Dec 18, 2025</b>

*Legibly print or type responses below. Indicate N/A or an "X" where item is not applicable.* **tabled +<sup>o</sup> January 22, 2026**

**SITE DATA**

Site Location (Address or General Proximity to Nearest Intersection): <b>NWC of intersection of CR 64 and St Hwy 181, Daphne, AL</b>	PPIN#(s): <b>44044</b>
Gross Site Area (acreage): <b>31.76 ac (27.39 + 4.37)</b>	Requested Zoning or Pre-Zoning: <b>Prezoning</b>
Current Zoning Designation(s): <b>Baldwin Co: RA, Rural Agricultural</b>	Amended Request: Initials:                      Date:
Current Land Use: <b>undeveloped</b>	Anticipated Land Use: <b>commercial and residential</b>
Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]": <b>see attached</b>	

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     Comprehensive Plan Amendment

**APPLICANT & AGENT INFORMATION**

<i>*If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.</i>	
Name of Current Owner: <b>VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP</b>	
Mailing Address: <b>10139 VOLOVECKY DR, DAPHNE, AL 36526</b>	Phone/Fax: E-mail: <b>jvolovec@bellsouth.net</b>
Name of Authorized Agent: <b>Charles Trotman, The Trotman Company, Inc.</b>	
Mailing Address: <b>7505 Halcyon Pointe Drive, Montgomery, AL 36117</b>	Phone/Fax: <b>334-270-2727</b> E-mail: <b>charlie@trotmancompany.com</b>
Name of Developer*: <b>Charles Trotman</b>	
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: <i>Jerry Volovecky, Jr</i>	dotloop verified 10/22/25 12:59 PM CDT 8GEE-X9G-HH5K-2NR2	Date
Agent's Signature: <i>Charles R. Trotman</i>	Date <b>10-22-25</b>	

EXHIBIT A

A parcel of land situated in the South one-half of the Southeast one-quarter of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama being more particularly described as follows:

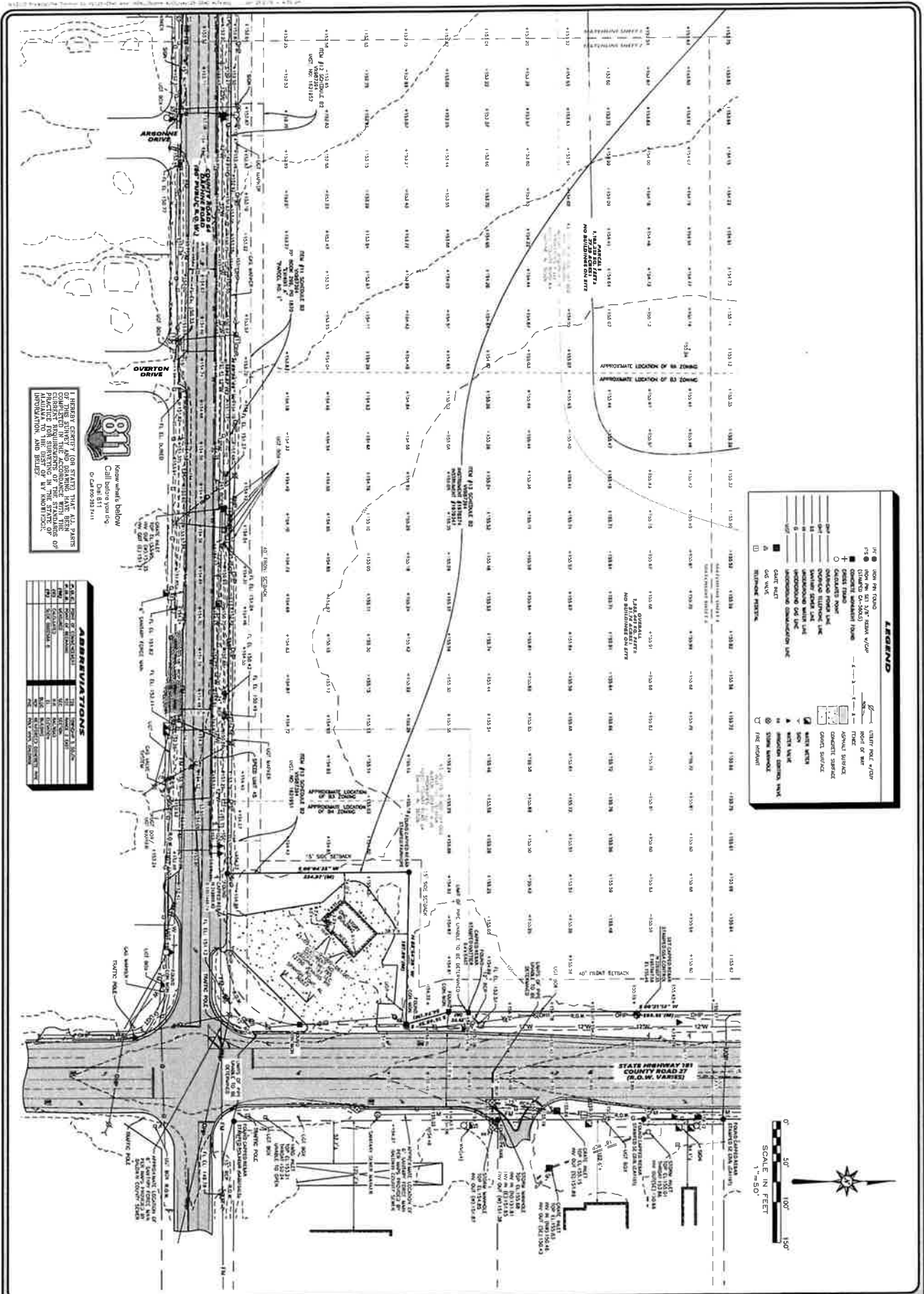
BEGIN at a found 1/2 inch rebar marking the Southeast corner of Lot 1-B according to the Replat of Lot 1 Volovecky Split Subdivision as recorded in Slide 0003046-C in the Office of the Judge of Probate, Baldwin County, Alabama and lying on the West right-of-way of State Highway 181; thence leaving said Lot 1-B run South 00 degrees 21 minutes 12 seconds East along said right-of-way for a distance of 509.93 feet to a found concrete monument lying on said right-of-way; thence run South 15 degrees 48 minutes 33 seconds East along said right-of-way for a distance of 54.74 feet to a found concrete monument lying on said right-of-way; thence leaving said right-of-way run North 88 degrees 54 minutes 29 seconds West for a distance of 187.99 feet to a found capped rebar stamped Fairhope; thence run South 00 degrees 04 minutes 35 seconds West for a distance of 224.97 feet to a found capped rebar lying on the North right-of-way of County Road 64; thence run North 89 degrees 36 minutes 46 seconds West along said right-of-way for a distance of 1396.57 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on said right-of-way; thence leaving said right-of-way run North 00 degrees 23 minutes 14 seconds East for a distance of 785.49 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on the South line of said Lot 1-A of the aforementioned subdivision; thence run South 89 degrees 36 minutes 02 seconds East along said the South line of said Lot 1-A for a distance of 663.67 feet to a set 5/8 inch capped rebar stamped CA-560LS marking a corner on the South line of said Lot -A and marking the Southwest corner of said Lot 1-B; thence leaving said Lot 1-A continue along the previously described call and the South line of said Lot 1-B for a distance of 904.08 feet the POINT OF BEGINNING. Said parcel contains 1,193,213 sq. feet or 27.39 acres, more or less.

EXHIBIT A

Lot 1-B, Replat of Volovecky Split Subdivision, according to the plat thereof, as recorded on Slide 0003046-C in the

Office of the Judge of Probate of Baldwin County, Alabama.





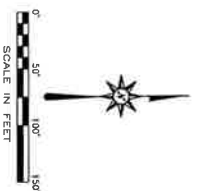
THE ENGINEER'S REVIEW AND SIGNATURE HAVE BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATUTES OF ALABAMA AND THE PRACTICE OF SURVEYING IN THIS STATE OF ALABAMA. I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND BELIEVE THE INFORMATION AND BELIEFS

**ABBREVIATIONS**

AD	ADJUSTED DISTANCE
ADJ	ADJUSTED
ADJ. DIST.	ADJUSTED DISTANCE
ADJ. DIST. TO CORNER	ADJUSTED DISTANCE TO CORNER
ADJ. DIST. TO POINT	ADJUSTED DISTANCE TO POINT
ADJ. DIST. TO CENTER	ADJUSTED DISTANCE TO CENTER
ADJ. DIST. TO BOUNDARY	ADJUSTED DISTANCE TO BOUNDARY
ADJ. DIST. TO CENTERLINE	ADJUSTED DISTANCE TO CENTERLINE
ADJ. DIST. TO POINT OF BEGINNING	ADJUSTED DISTANCE TO POINT OF BEGINNING
ADJ. DIST. TO POINT OF INTERSECTION	ADJUSTED DISTANCE TO POINT OF INTERSECTION
ADJ. DIST. TO POINT OF TANGENCY	ADJUSTED DISTANCE TO POINT OF TANGENCY
ADJ. DIST. TO POINT OF CURVATURE	ADJUSTED DISTANCE TO POINT OF CURVATURE
ADJ. DIST. TO POINT OF SIGHT	ADJUSTED DISTANCE TO POINT OF SIGHT
ADJ. DIST. TO POINT OF OBSERVATION	ADJUSTED DISTANCE TO POINT OF OBSERVATION
ADJ. DIST. TO POINT OF MEASUREMENT	ADJUSTED DISTANCE TO POINT OF MEASUREMENT
ADJ. DIST. TO POINT OF RECORD	ADJUSTED DISTANCE TO POINT OF RECORD
ADJ. DIST. TO POINT OF RESECTION	ADJUSTED DISTANCE TO POINT OF RESECTION
ADJ. DIST. TO POINT OF RESUMPTION	ADJUSTED DISTANCE TO POINT OF RESUMPTION
ADJ. DIST. TO POINT OF RESECTION AND RESUMPTION	ADJUSTED DISTANCE TO POINT OF RESECTION AND RESUMPTION
ADJ. DIST. TO POINT OF RESECTION AND RESUMPTION AND RESECTION	ADJUSTED DISTANCE TO POINT OF RESECTION AND RESUMPTION AND RESECTION
ADJ. DIST. TO POINT OF RESECTION AND RESUMPTION AND RESECTION AND RESUMPTION	ADJUSTED DISTANCE TO POINT OF RESECTION AND RESUMPTION AND RESECTION AND RESUMPTION

**LEGEND**

- ADJ. DIST. TO POINT OF BEGINNING
- ADJ. DIST. TO POINT OF INTERSECTION
- ADJ. DIST. TO POINT OF TANGENCY
- ADJ. DIST. TO POINT OF CURVATURE
- ADJ. DIST. TO POINT OF SIGHT
- ADJ. DIST. TO POINT OF OBSERVATION
- ADJ. DIST. TO POINT OF MEASUREMENT
- ADJ. DIST. TO POINT OF RECORD
- ADJ. DIST. TO POINT OF RESECTION
- ADJ. DIST. TO POINT OF RESUMPTION
- ADJ. DIST. TO POINT OF RESECTION AND RESUMPTION
- ADJ. DIST. TO POINT OF RESECTION AND RESUMPTION AND RESECTION
- ADJ. DIST. TO POINT OF RESECTION AND RESUMPTION AND RESECTION AND RESUMPTION



DATE: 08/26/2014  
 SHEET: 2 OF 4  
 PROJECT: ITALIAN VILLAGE AT DAPHNE

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION  
 1838 WOODS OF RIVERSHIRE DRIVE - SUITE 200  
 HOUSTON, ALABAMA 35894  
 PHONE: (205) 942-3488  
 FAX: (205) 942-9828  
 www.gsa-engineers.com

**ALTA/NSPS LAND TITLE SURVEY**  
**ITALIAN VILLAGE AT DAPHNE**  
 2825 STATE HIGHWAY 181  
 DAPHNE, ALABAMA

**THE TROTMAN CO. INC.**

DATE: 08/26/2014  
 SHEET: 2 OF 4  
 PROJECT: ITALIAN VILLAGE AT DAPHNE

NO.	REVISIONS	DATE
1	CHANGED TITLE OF SURVEY	8.7.2014
2		
3		
4		
5		

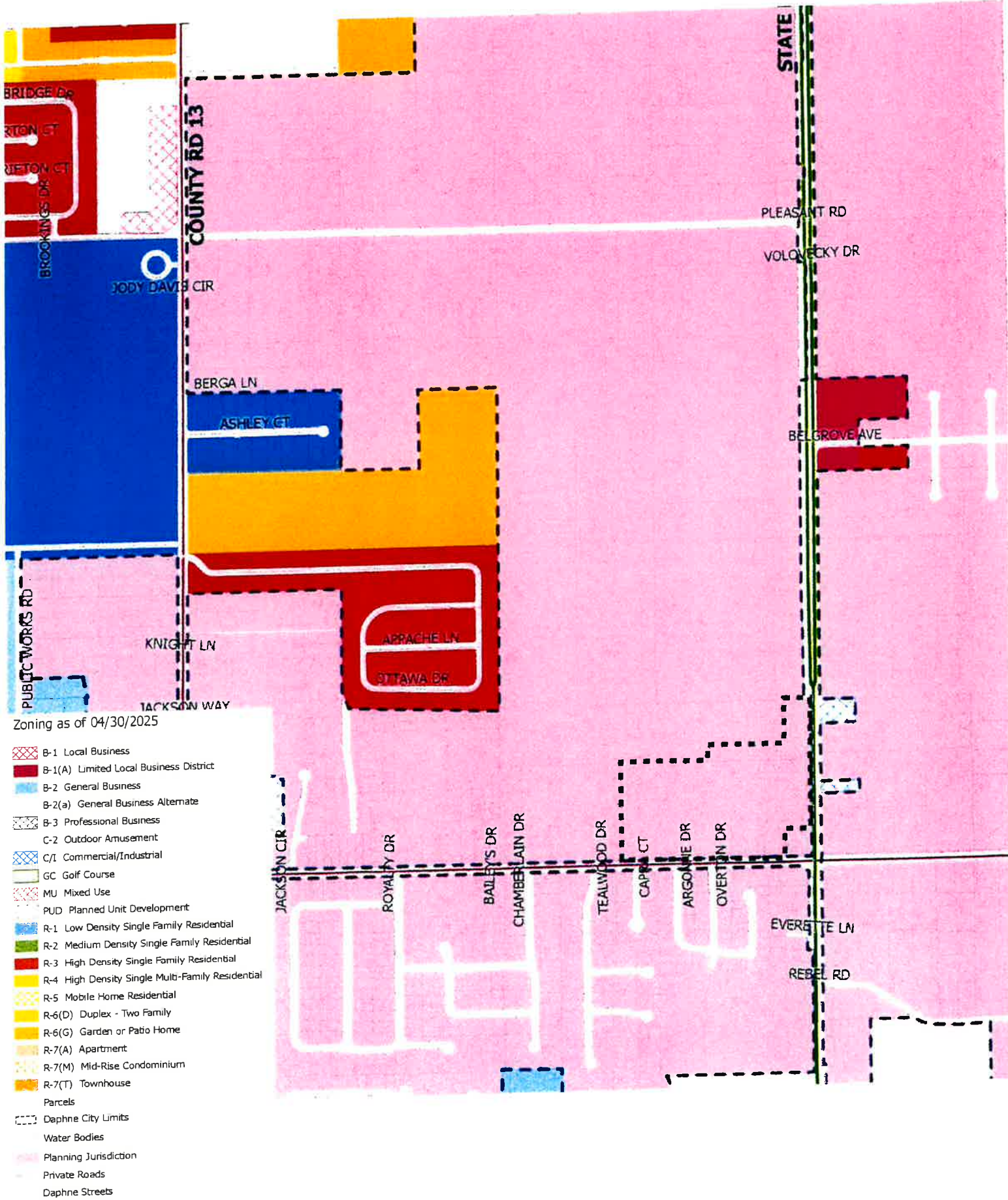
QUARTER - SECTION  
 SOUTH ONE-HALF OF SOUTHEAST ONE-QUARTER

SECTION 12  
 TOWNSHIP 8 SOUTH  
 RANGE 2 EAST





# Current Zoning Map



# ITALIAN VILLAGE AT DAPHNE

## PLANNED UNIT DEVELOPMENT NARRATIVE

32.66 Acres - NW Corner of AL-181 & County Road 64 City of Daphne, Alabama



SUBMITTED BY:  
THE TROTMAN COMPANY, INC.  
TO  
THE CITY OF DAPHNE

Planning Commission Recommended Version:  
January 23, 2026

# Table of Contents

- 1. Executive Summary..... 1
  - 1.1 Conceptual Landscape Plan ..... 2
- 2. Development Vision & Italian Theme ..... 3
  - 2.1 Creating a Sense of Place..... 3
  - 2.2 Integrating Mixed Uses Within a Walkable Framework..... 3
  - 2.3 Delivering High-Quality Architecture and Public Realm Design..... 3
- 3. Site Overview & Land Use Plan ..... 4
  - 3.1 Land Use Summary Table..... 4
  - 3.2 Site Organization ..... 4
  - 3.3 Connectivity & Access Framework..... 5
- 4. Commercial Component - Neighborhood Grocery & Outparcels..... 6
  - 4.1 Neighborhood Grocery Store..... 6
  - 4.3 Connectivity & Circulation ..... 7
- 5. Residential Component- Luxury Multifamily Community ..... 8
  - 5.1 Architectural Character..... 8
  - 5.2 Landscaping & Open Space..... 9
  - 5.3 Amenities..... 9
  - 5.4 Circulation & Parking..... 9
- 6. Connectivity, Circulation & Walkability ..... 10
  - 6.1 Roadway Improvements ..... 10
  - 6.2 Internal Circulation..... 10
  - 6.3 Pedestrian Infrastructure ..... 11
- 7. Architecture, Materials & Design Standards ..... 12
  - 7.1 Architectural Character ..... 12
  - 7.2 Materials & Color Palette..... 12
  - 7.3 Italian-Themed Material Description ..... 13
  - 7.4 Materials ..... 14
  - 7.5 Signage Standards..... 15
  - 7.6 Lighting & Site Furnishings..... 16
- 8. Landscaping, Open Space & Pond Feature ..... 17
  - 8.1 Landscape Design Principles ..... 17
  - 8.2 Open Space Network..... 17
  - 8.3 Pond Amenity & Surrounding Features..... 18
  - 8.4 Buffering & Screening..... 18
  - 8.5 Integration with Architectural Theme ..... 18

9.	Public Benefits & Infrastructure Improvements.....	20
9.2	Internal Connectivity & Reduced Traffic Impacts.....	20
9.3	Economic Development & Fiscal Benefits.....	21
9.4	Community Amenities & Quality of Life Enhancements.....	21
9.5	Stormwater Management & Environmental Benefits.....	21
9.6	Summary of Public Benefits.....	22
10.	Zoning Compliance & Requested Modifications.....	23
10.1	Base Zoning Districts Utilized.....	23
10.2	Articles Incorporated Without Modification.....	24
10.4	Requested Modifications - Parking Requirements.....	26
10.5	Allowable Uses.....	27
10.6	Consistency with the Comprehensive Plan.....	27
10.7	Summary of Zoning Compliance.....	28
11.	Architectural Review Committee.....	29
11.1	Committee Composition.....	29
11.2	Responsibilities & Review Scope.....	29
11.3	Decision-Making Authority.....	30
11.4	Preservation of Community Character.....	30
11.5	Administrative Procedures.....	30
11.6	Summary of ARC Role.....	31
12.	Appendices.....	32
12.1	Appendix A - Adjacent Property Owners.....	32
12.2	Appendix B - Utility Letters.....	32
12.3	Appendix C - Boundary & Topographic Survey.....	32
12.4	Appendix D - Conceptual PUD / Site Plan.....	32
12.5	Appendix E - Conceptual Sidewalk Plan.....	32
12.6	Appendix F - Conceptual Landscape Plan.....	32
12.7	Appendix G - Conceptual Building Elevations & Materials.....	33
12.8	Appendix H - Phasing Plan.....	33
12.9	Appendix I - Traffic Impact Study.....	33
12.10	Appendix J – Permitted Uses.....	33
12.11	Appendix K – PUD Zoning Checklist.....	33

# 1. Executive Summary

The Italian Village at Daphne is a 31.76-acre master planned, mixed-use community located at the northwest corner of AL-181 and County Road 64. Designed as a distinctive, walkable destination, the development blends neighborhood-scale commercial uses, a luxury multifamily community, and a cohesive Italian architectural theme that establishes a unique sense of place within the City of Daphne.

The project is anchored by a neighborhood grocery store with fueling station, supported by eight commercial outparcels, and complemented by an upscale residential community organized around a signature 5-acre pond amenity. Together, these uses create a balanced, connected environment that supports daily needs, encourages walkability, and enhances the surrounding area.

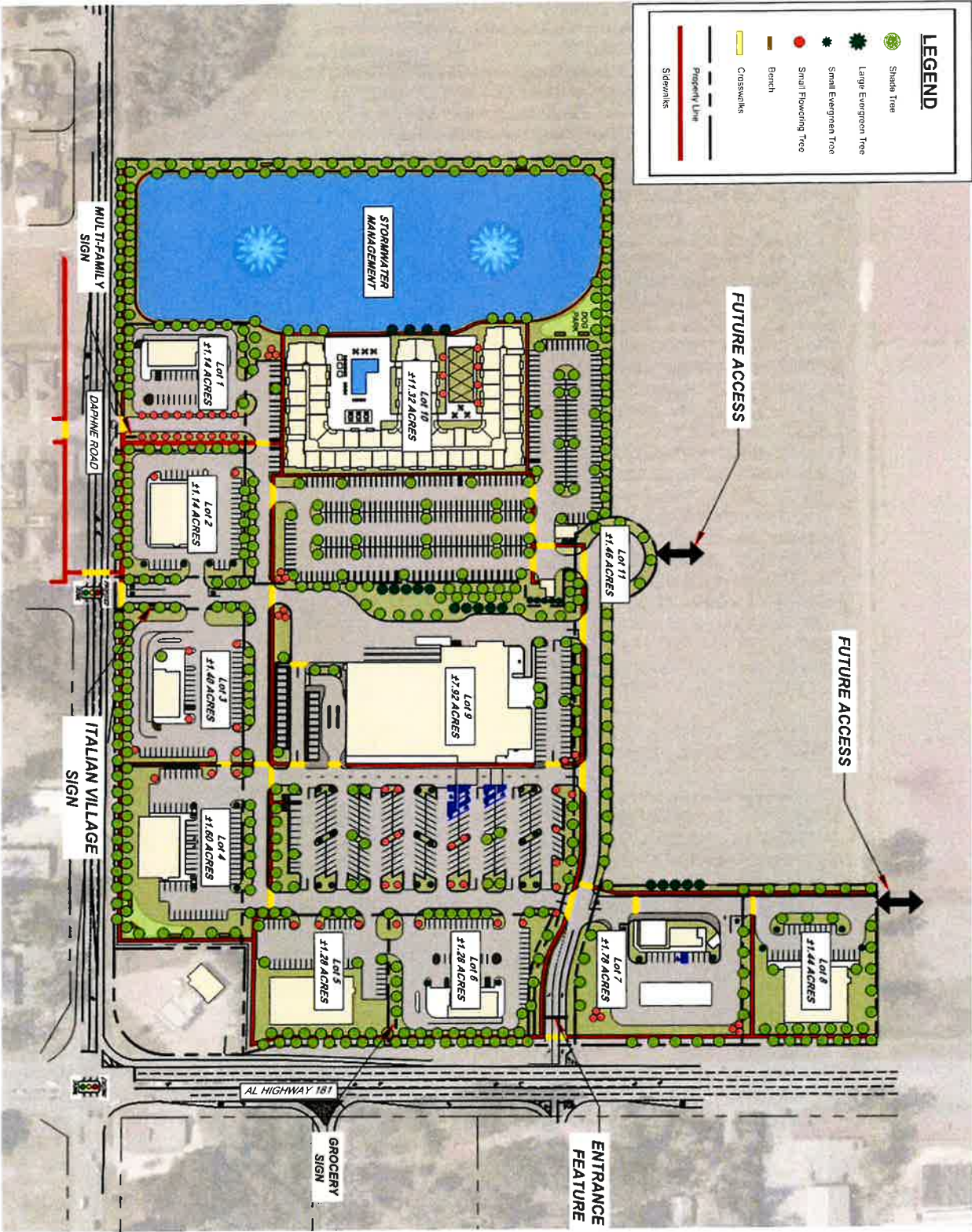
The development introduces several community-oriented benefits, including internal connectivity that reduces reliance on AL-181 and CR-64, public roadway improvements, expanded pedestrian infrastructure, and a unified architectural and landscape standard enforced through an Architectural Review Committee. The result is a high-quality, economically productive, and visually cohesive project that aligns with Daphne's long-term planning goals.

## **Key elements of the Italian Village at Daphne include:**

- A unified Italian architectural theme across all buildings, signage, and public spaces
- A walkable, mixed-use layout integrating commercial and residential uses
- A luxury multifamily community with resort-style amenities and extensive landscaping
- A neighborhood grocery anchor providing convenient access to daily goods and services
- Significant public infrastructure improvements including turn lanes, sidewalk extensions, a new public roadway, and a new traffic signal
- Internal access for future northern development
- A comprehensive landscape and open-space framework centered around a 5+ acre pond

The Italian Village at Daphne is designed to become a model for neighborhood-scale mixed-use development in Daphne-one that combines architectural character, functional connectivity, and long-term economic value.

# 1.1 Conceptual Landscape Plan



## **2. Development Vision & Italian Theme**

The Italian Village at Daphne is envisioned as a distinctive, place-making mixed-use community that brings a cohesive architectural identity and elevated design standard to the eastern gateway of Daphne. The development draws inspiration from traditional Italian villages-characterized by warm materials, human-scaled architecture, and inviting public spaces-to create an environment that feels both timeless and contemporary.

### **2.1 Creating a Sense of Place**

A signature Italian-themed entrance feature along AL-181 establishes the project's identity from the moment visitors arrive. Terracotta tile, stone masonry, and stucco finishes are used consistently across all buildings, signage, and public spaces to reinforce a unified aesthetic.

### **2.2 Integrating Mixed Uses Within a Walkable Framework**

The development blends neighborhood-scale commercial uses with a luxury multifamily community, all connected through an internal network of streets, sidewalks, and landscaped open spaces.

Residents can access the grocery store, retail uses, and amenities without leaving the development or entering AL-181 or CR-64.

### **2.3 Delivering High-Quality Architecture and Public Realm Design**

All buildings and site improvements will be reviewed by an Architectural Review Committee to ensure consistency with the Italian theme. Public spaces, including plazas, sidewalks, and the central pond amenity, are designed to be inviting, walkable, and reflective of the project's overall aesthetic.

### 3. Site Overview & Land Use Plan

The Italian Village at Daphne encompasses 31.76 acres at the northwest corner of AL-181 and County Road 64. The master plan organizes the property into a cohesive mixed-use layout that balances commercial activity, residential living, and high-quality open space.

#### 3.1 Land Use Summary Table

Lot 1	Proposed Commercial	1.14 AC
Lot 2	Proposed Commercial	1.14 AC
Lot 3	Proposed Commercial	1.40 AC
Lot 4	Proposed Commercial	1.60 AC
Lot 5	Proposed Commercial	1.28 AC
Lot 6	Proposed Commercial	1.28 AC
Lot 7	Proposed Commercial	1.78 AC
Lot 8	Proposed Commercial	1.44 AC
Lot 9	Proposed Commercial	7.92 AC
Lot 10	Proposed Residential (Apartment)	11.32 AC
Lot 11	Designated Public R.O.W.	1.46 AC
<b>TOTAL</b>		<b>31.76 AC</b>

#### 3.2 Site Organization

##### Commercial District

Located along AL-181 and CR-64, the commercial district includes the grocery anchor, fueling station, and eight outparcels. These parcels are positioned to create a walkable, village-like environment with internal cross-access and consistent architectural character.

## **Residential District**

The multifamily community occupies the western portion of the site, buffered by landscaping and the central pond. Buildings are arranged to maximize views, walkability, and access to amenities.

## **Central Pond & Open Space**

A 5+ acre wet detention pond serves as both a functional stormwater facility and a defining aesthetic feature. Walking paths, seating areas, and landscaping create a park-like environment.

## **3.3 Connectivity & Access Framework**

- New public roadway connecting AL-181 to the interior
- Internal cross-access between all uses
- Rear access drive behind Outparcels 7 and 8 for future northern development
- Limited new access points on AL-181 and CR-64
- Comprehensive sidewalk network

## 4. Commercial Component - Neighborhood Grocery & Outparcels

The commercial component of the Italian Village at Daphne is designed to serve as a neighborhood-scale retail district that provides convenient access to daily goods and services while reinforcing the project's Italian architectural theme. The commercial area is anchored by a modern grocery store with a fueling station and supported by eight outparcels intended for retail, dining, and service-oriented uses. The layout emphasizes walkability, internal connectivity, and cohesive design.

### 4.1 Neighborhood Grocery Store

The grocery store serves as the primary commercial anchor for the development. Its location along AL-181 provides visibility and convenient access while maintaining compatibility with surrounding uses. The building incorporates Italian-themed architectural elements, including terracotta rooflines, stone accents, and stucco finishes.

#### Key Features

- Full-service grocery store with pharmacy
- Fueling station with architectural screening
- Italian-themed facade treatments
- Pedestrian-friendly entrances and sidewalks
- Integrated landscaping and shade trees



## 4.2 Commercial Outparcels

Eight commercial outparcels are arranged along AL-181 and CR-64 to create a cohesive village-like environment. These parcels are intended for neighborhood-serving uses such as restaurants, retail shops, medical offices, and personal services.

### Outparcel Design Objectives

- Consistent architectural character
- Walkable connections between parcels
- Shared access and parking
- Coordinated landscaping and lighting
- Italian-style monument signage

## 4.3 Connectivity & Circulation

The commercial district is designed to minimize traffic impacts on AL-181 and CR-64 by providing internal circulation routes and shared access points.

### Circulation Features

- Internal cross-access between all commercial parcels
- New public roadway connecting AL-181 to the interior
- Rear access drive behind Outparcels 7 and 8 for future northern development
- Limited new access points on major corridors
- Sidewalks connecting commercial uses to the residential district

## 4.4 Architectural & Aesthetic Standards

All commercial buildings must comply with the Italian Village architectural standards, ensuring a unified and high-quality appearance throughout the development.

### Architectural Elements

- Terracotta tile rooflines
- Stone and masonry accents
- Warm stucco finishes
- Italian-style monument signage

## 5. Residential Component - Luxury Multifamily Community

The residential component of the Italian Village at Daphne is a luxury multifamily community designed to complement the commercial district while providing high-quality housing options within a walkable, mixed-use environment. The community features resort-style amenities, extensive landscaping, and a cohesive architectural theme inspired by traditional Italian design.

### 5.1 Architectural Character

The multifamily buildings incorporate Italian-inspired architectural elements, including articulated rooflines, stone and stucco facades, wrought-iron balconies, and decorative detailing. The design emphasizes visual interest, human scale, and compatibility with the surrounding commercial uses.

#### Architectural Features

- Terracotta-style rooflines
- Stone and stucco exterior finishes
- Wrought-iron balconies and railings
- Articulated building massing
- Decorative window and door treatments



## 5.2 Landscaping & Open Space

Landscaping plays a central role in creating a high-quality residential environment. The multifamily community includes courtyards, garden spaces, and pedestrian pathways that connect to the central pond and commercial district.

### Open Space Features

- Walking paths around the pond
- Native and ornamental plantings
- Courtyards and garden spaces
- Shaded seating areas

## 5.3 Amenities

The residential community offers a suite of resort-style amenities designed to enhance quality of life and support active, healthy living.

### Amenity Highlights

- Resort-style swimming pool
- Fitness center
- Pet spa and dog park
- Concierge Package
- Valet trash service
- Red-light sauna and wellness rooms

## 5.4 Circulation & Parking

The residential district is designed for walkability and ease of access, with internal sidewalks, tree-lined streets, and dispersed parking areas.

### Circulation Features

- Internal sidewalks and boulevards
- Tree-lined streets
- Dispersed parking to reduce visual impact
- Direct internal access to commercial uses

## 6. Connectivity, Circulation & Walkability

Connectivity is a defining feature of the Italian Village at Daphne. The development is designed to reduce reliance on AL-181 and CR-64 by providing internal circulation routes, shared access points, and pedestrian-friendly infrastructure. These improvements enhance safety, reduce congestion, and support a walkable mixed-use environment.

### 6.1 Roadway Improvements

The project includes significant roadway enhancements that improve access and traffic flow for both the development and the surrounding community.

#### Roadway Improvements

- Turn lane addition on AL-181
- Turn lane additions on CR-64
- Dedicated right-turn lane on CR-64 for southbound AL-181 traffic
- New traffic signal at Overton Drive and CR-64
- Modifications to improve the CR-64/Highway 13 roundabout, as approved by the City of Daphne

### 6.2 Internal Circulation

The internal circulation network allows residents and visitors to move between commercial and residential areas without entering major corridors.

#### Internal Connectivity Features

- New public roadway connecting AL-181 to the interior
- Cross-access between all commercial parcels
- Rear access drive for future northern development
- Sidewalks and pedestrian pathways throughout the site

## 6.3 Pedestrian Infrastructure

Walkability is supported through a comprehensive network of sidewalks, crosswalks, and pedestrian-scaled lighting.

### Pedestrian Features

- Sidewalks along all internal streets
- Crosswalks connecting key destinations
- Pedestrian lighting for safety
- Walkable access to commercial uses
- Bike racks stationed for convenience
- Connections to adjacent neighborhoods and the pond

## 7. Architecture, Materials & Design Standards

The Italian Village at Daphne is unified by a cohesive architectural theme inspired by traditional Italian villages. This theme is expressed through building materials, rooflines, colors, signage, and site furnishings. The architectural standards ensure that all buildings-commercial and residential-contribute to a consistent, high-quality visual identity.

### 7.1 Architectural Character

The development incorporates warm, earth-toned materials, textured surfaces, and traditional Italian design elements. These features create a timeless aesthetic that enhances the sense of place and reinforces the project's identity.

#### Architectural Elements

- Terracotta rooflines
- Stone and masonry accents
- Stucco finishes in warm, natural tones
- Wrought-iron balconies, railings, and decorative features
- Articulated building massing and varied roof heights

### 7.2 Materials & Color Palette

Materials are selected for durability, visual appeal, and compatibility with the Italian theme. The color palette includes warm neutrals, natural stone hues, and terracotta accents.

#### Material Standards

- Stone veneer and natural stone
- Textured stucco
- Clay or clay-look roof tiles
- Decorative metalwork
- High-quality window and door systems

## 7.3 Italian-Themed Material Description

### Stone & Masonry

- Limestone or Travertine: These stones bring the warm, creamy tones typical of Tuscan villages. Their subtle veining and matte finish create an immediate sense of age and permanence.
- Fieldstone or River Rock: Often used at the base of façades or around entry portals to give a rustic, hand-assembled character.
- Cut Sandstone Accents: Used for window surrounds, columns, or cornices to add refined detail without losing the natural feel.

### Stucco & Plaster

- Traditional Lime-Based Stucco: Soft, breathable, and slightly irregular, it mimics the hand-troweled surfaces found throughout Italy.
- Warm Earth-Tone Finishes: Ochre, sienna, and muted terracotta hues help the building feel sun-washed and timeless.
- Layered or Distressed Texture: Subtle imperfections—intentional ones—give the façade a lived-in authenticity.

### Terracotta Elements

- Roof Tiles: Curved barrel or flat tiles in natural terracotta are essential. Their color variation and weathering patterns add depth and charm.
- Decorative Screens & Insets: Terracotta grilles, medallions, or planter boxes introduce artisanal detail.

### Metalwork

- Wrought Iron: Used for balconies, railings, lanterns, and signage. Its hand-forged look adds elegance and craftsmanship.
- Bronze or Aged Brass: Ideal for door handles, light fixtures, and decorative accents that develop a beautiful patina over time.

### Clay & Ceramic Details

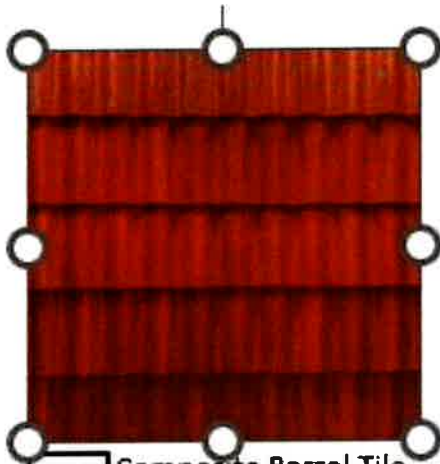
- Hand-Painted Tiles: Used in entryways, fountains, or interior accent walls to introduce color and pattern inspired by Italian ceramics.

### Roof & Exterior Enhancements

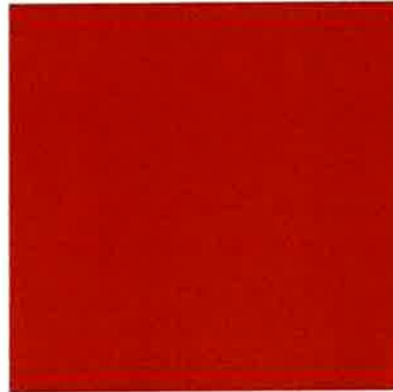
- Clay Ridge Caps & Finials: Small sculptural touches that complete the roofline.

## 7.4 Materials

Note: This is meant to represent acceptable materials as guidance for material selection but is not intended to limit material to those shown. Other materials in keeping with the theme of this PUD are acceptable.



**1** Composite Barrel Tile  
Brava  
Antique Clay



**2** Stucco  
Sherwin Williams  
SW 6622



**3** Stucco  
Sherwin Williams  
SW 6336



**4** Flagstone  
Cultured Stone  
Chardonnay Cobblefield



**5** Flagstone  
Cultured Stone  
San Francisco Cobblefield



**6** Smooth Cast Stone  
Cultured Stone  
San Francisco Cobblefield

## 7.5 Signage Standards

Signage throughout the development is designed to reinforce the Italian theme while providing clear, attractive wayfinding.

### Signage Features

- Italian-style monument signs
- Coordinated color palette
- Decorative metal accents
- Pedestrian-scaled directional signage



## 7.6 Lighting & Site Furnishings

Lighting and furnishings contribute to the pedestrian experience and overall aesthetic.

### Site Furnishing Standards

- Pedestrian-scaled lighting
- Decorative poles and fixtures
- Coordinated benches, trash receptacles, and planters
- Wrought-iron and stone accent

## 8. Landscaping, Open Space & Pond Feature

The Italian Village at Daphne incorporates a comprehensive landscape and open-space framework designed to enhance aesthetics, support walkability, and create a cohesive public realm. The development's landscaping strategy emphasizes native plantings, pedestrian comfort, and high-quality outdoor environments, all unified by the project's Italian architectural theme.

Central to this framework is a 5+ acre wet detention pond, which functions as both a stormwater facility and a signature visual amenity. The pond and surrounding open spaces establish a park-like setting that strengthens the identity of the residential and commercial districts.

### 8.1 Landscape Design Principles

The landscape plan is guided by principles that promote beauty, sustainability, and usability.

#### Design Principles

- Native and drought-tolerant plantings
- Layered landscaping around buildings
- Pedestrian-oriented streetscapes
- Buffering and screening for adjacent properties

### 8.2 Open Space Network

Open spaces are strategically integrated across the site to support recreation, relaxation, and community interaction.

#### Open Space Features

- Tree-lined pedestrian corridors
- Courtyards and garden spaces
- Pedestrian scale landscaping near commercial buildings
- Shaded seating areas

## 8.3 Pond Amenity & Surrounding Features

The 5+ acre pond is a defining feature of the development, serving both functional and aesthetic purposes.

### Pond Features

- Walking paths with benches and shaded rest areas
- Native shoreline plantings
- Opportunities for decorative fountains
- Scenic views from residential and public spaces

## 8.4 Buffering & Screening

Strategic landscaping ensures compatibility with surrounding properties and enhances the internal experience.

### Buffering Measures

- Landscape buffers along public roadways
- Screening of parking areas
- Privacy plantings between residential and commercial uses

## 8.5 Integration with Architectural Theme

Landscaping reinforces the Italian character of the development.

### Thematic Elements

- Terracotta planters
- Wrought-iron accents
- Stone and masonry hardscape elements

## 8.6 Summary of Landscape & Open Space Benefits

### Benefits

- Visually cohesive environment
- Walkable, shaded pathways
- High-quality outdoor amenities
- Improved stormwater performance
- Attractive buffers for adjacent properties
- Multi-seasonal landscape treatments

## 9. Public Benefits & Infrastructure Improvements

The Italian Village at Daphne delivers a comprehensive package of public benefits, infrastructure enhancements, and community-oriented improvements that extend beyond the boundaries of the development. These investments support safer transportation, improved connectivity, enhanced walkability, and long-term economic value for the City of Daphne and surrounding neighborhoods.

### 9.1 Transportation & Roadway Improvements

The development includes significant roadway enhancements that improve safety, reduce congestion, and support efficient traffic flow.

#### Roadway Improvements

- Turn lane addition on AL-181
- Turn lane additions on CR-64
- Dedicated right-turn lane on CR-64 for southbound AL-181 traffic
- One new access point along AL-181
- Limited new access points on CR-64
- New traffic signal at Overton Drive and CR-64
- Modifications to improve the CR-64/Highway 13 roundabout

### 9.2 Internal Connectivity & Reduced Traffic Impacts

The project's internal circulation system significantly reduces reliance on major corridors.

#### Connectivity Benefits

- Internal access between residential and commercial uses
- Rear access drive for future northern development
- Public dedication of the new roadway
- Comprehensive sidewalk network

## 9.3 Economic Development & Fiscal Benefits

The Italian Village at Daphne contributes to Daphne's long-term economic vitality.

### Economic Benefits

- Job creation during construction and operations
- Expanded tax base
- Increased commercial activity
- High-quality residential options

## 9.4 Community Amenities & Quality of Life Enhancements

The development introduces amenities that improve daily life for residents and nearby neighborhoods.

### Quality of Life Features

- Walkable access to groceries and retail
- Resort-style multifamily amenities
- Extensive open space and pond amenity
- Pedestrian crosswalk to neighborhoods south of CR-64

## 9.5 Stormwater Management & Environmental Benefits

The project includes a robust stormwater management system that improves drainage conditions in the area.

### Environmental Enhancements

- 5+ acre wet detention pond
- Native plantings
- Improved drainage performance along CR-64
- Integrated open space

## 9.6 Summary of Public Benefits

### Public Benefits

- Safer roadway infrastructure
- Reduced congestion
- Walkable mixed-use connectivity
- Expanded economic opportunities
- High-quality amenities
- Improved stormwater management
- Enhanced pedestrian infrastructure

# 10. Zoning Compliance & Requested Modifications

The Italian Village at Daphne has been designed to comply with the intent and standards of the City of Daphne's Land Use and Development Ordinance, while utilizing the flexibility of the Planned Unit Development (PUD) process to create a cohesive, walkable, mixed-use community. The project incorporates the applicable provisions of the B-2 General Business District and R-7(A) Apartment District, with targeted modifications that support high-quality design, improved connectivity, and efficient land use.

These adjustments are limited in scope, carefully justified, and essential to achieving the project's unified Italian theme, internal circulation network, and integrated mixed-use character.

## 10.1 Base Zoning Districts Utilized

The PUD incorporates standards from the following zoning districts:

- B-2 General Business District for commercial parcels
- R-7(A) Apartment District for the multifamily residential component

All articles of the zoning ordinance are incorporated as written, except where specific relaxations are requested to support the master plan.

## 10.2 Articles Incorporated Without Modification

The following articles of the City of Daphne Land Use and Development Ordinance are incorporated with no changes:

- Article I
- Article II
- Article III
- Article IV
- Article V
- Article VI
- Article VII
- Article VIII
- Article IX
- Article X
- Article XI
- Article XII
- Article XIV
- Article XV
- Article XVII
- Article XVIII
- Article XIX
- Article XX
- Article XXI
- Article XXII
- Article XXIII
- Article XXIV
- Article XXVIII
- Article XXIX
- Article XXX \*
- Article XXXI
- Article XXXIII
- Article XXXIV
- Article XL
- Article XLI
- Article XLII
- Article XLIII
- Article XLIV
- Article XLV

(\* Except as may be modified elsewhere in the PUD Document)

These articles are fully met through the project's design, layout, and development standards.

### 10.3 Requested Modifications - Residential Component (R-7(A))

Targeted adjustments to the R-7(A) standards are requested to support the design and functionality of the multifamily community. These modifications allow for enhanced architectural quality, improved site efficiency, and a more walkable layout consistent with the PUD's goals.

**Residential Standards Table**

<b>PLANNED RESIDENTIAL</b>		
<b>Standard</b>	<b>CURRENT</b>	<b>PROPOSED</b>
<b>Minimum Acreage</b>	4 ac	4 ac
<b>Minimum Lot Width</b>	None	None
<b>Maximum Density</b>	10 Units / Acre	19 Units / Acre*
<b>Maximum Height</b>	3 Stories / 50 ft	4 Stories / 55 ft
<b>Minimum Building Setback Lines</b>	50 ft	50 ft
<b>Minimum Distance between Buildings</b>	<b><u>Facing Front to Back</u></b> 100 ft (25 ft minimum from back of curb)	<b><u>Facing Front to Back</u></b> 100 ft (25 ft minimum from back of curb)
	<b><u>Facing Back to Back</u></b> 100 ft	<b><u>Facing Back to Back</u></b> 100 ft
	<b><u>Side to Side</u></b> ½ the sum of the height of both buildings	<b><u>Side to Side</u></b> ½ the sum of the height of both buildings
<b>Maximum Lot Coverage (Impervious Surfaces) Buildings / Structures</b>	30%	30%
<b>Greenbelt Area Width** (Along Public Roadways)</b>	25 ft	25 ft
<b>Width on Remaining Project Boundary(s) (Greenbelt may be located within Setbacks)**</b>	25 ft	10 ft Only to interior PUD properties
<b>Minimum Landscaping</b>	See Article 19	See Article 19
<b>Minimum Parking Spaces per Dwelling Unit</b>	2	1 per single bedroom unit and 2 spaces per 2- and 3-bedroom unit
<b>Additional Provisions</b>	See Article 28	See Article 28

(\* The proposed density governs over any other reference to density in the City of Daphne Code of Ordinances.)

(\*\* Pedestrian ways may be included in the greenbelt.)

### Justification for Modifications

The requested adjustments are necessary to:

- Support high-quality architectural design and building articulation
- Provide adequate open space and the 5+ acre pond amenity
- Maintain walkability and internal connectivity
- Ensure efficient land use within the master plan
- Deliver a luxury residential product consistent with market expectations

These modifications do not increase impacts on surrounding properties and are mitigated through buffering, internal circulation, and high-quality design.

### 10.4 Requested Modifications - Parking Requirements

A targeted modification to Article XVI - Parking Requirements is requested for the multifamily component:

10.4.1 **Current Standard:** 2 spaces per dwelling unit

10.4.2 **Proposed Standard:**

- 10.4.2.1 1 space per one-bedroom unit
- 10.4.2.2 2 spaces per two- and three-bedroom units

### Justification for Modifications

- Reflects modern parking demand patterns
- Supports walkability and reduced vehicle dependency
- Aligns with mixed-use development best practices
- Reduces unnecessary impervious surface area

A targeted modification to Article XVI - Parking Requirements is requested for both the multifamily component as well as the commercial component:

10.4.3 **Current Standard:** Floor Area More Than Ten Thousand Square Feet (10,000 sq. ft.) require one loading space per 10,000 sq. ft

10.4.4 **Proposed Standard:** Except when determined by national use with prototypical

building footprint, the Off-Street Loading and Unloading Spaces may be provided as demonstrated by adequate Off-Street Loading and Unloading Spaces in multiple jurisdictions.

## **Justification for Modifications**

- Reflects modern loading zone demand patterns
- Aligns with mixed-use development best practices
- Reduces unnecessary impervious surface area
- Reduces criteria for loading spaces that will rarely be used
- With the presence of on-time delivery, Off-Street loading and unloading space needs have been reduced

## **10.5 Allowable Uses**

The allowable uses table listed in the City of Daphne Land Use Ordinance is to be modified according to the table shown in Appendix J of this report.

## **10.6 Consistency with the Comprehensive Plan**

The Italian Village at Daphne aligns with the City's Comprehensive Plan by:

- Supporting neighborhood-scale commercial uses
- Providing high-quality multifamily housing
- Enhancing connectivity and walkability
- Improving transportation infrastructure
- Delivering a cohesive architectural identity

## 10.7 Summary of Zoning Compliance

### The PUD:

- Complies with the intent of the zoning ordinance
- Utilizes modifications only where necessary to support the master plan
- Enhances design quality and community character
- Improves connectivity and reduces traffic impacts
- Aligns with long-term planning goals

These standards ensure that the Italian Village at Daphne is both regulatory compliant and community enhancing, delivering a development that is functional, attractive, and aligned with Daphne's vision for growth.

## 11. Architectural Review Committee

To ensure long-term consistency, quality, and adherence to the Italian Village design vision, all development within the PUD will be subject to review and approval by the Architectural Review Committee (ARC). The ARC provides a unified oversight structure that maintains architectural cohesion, reinforces material standards, and ensures that every building, landscape feature, and site improvement contributes to the overall character of the Italian Village at Daphne.

### 11.1 Committee Composition

The ARC will consist of:

- Developer/Owner Representatives
- Licensed Landscape Architect
- Licensed Architect

This multidisciplinary structure ensures that architectural, landscape, and site-planning considerations are evaluated holistically. Each member will deliver professional expertise to guide design decisions and uphold the project's aesthetic and functional goals.

### 11.2 Responsibilities & Review Scope

The ARC is responsible for reviewing all proposed improvements within the PUD to ensure compliance with the Italian Village design standards.

#### Review Responsibilities

- Architectural design review for new construction, additions, and renovations
- Evaluation of building elevations, materials, colors, and detailing
- Assessment of site design, including building placement, massing, and orientation
- Review of landscaping plans, hardscape elements, buffers, and screening
- Oversight of pedestrian ways, plazas, and public-realm features
- Signage review to ensure consistency with Italian-themed monument standards

## 11.3 Decision-Making Authority

The ARC has the authority to:

- Approve applications
- Approve with conditions
- Deny applications that do not meet the established standards
- Recommend revisions to improve compatibility and design quality

## 11.4 Preservation of Community Character

The ARC plays a critical role in preserving the long-term identity and quality of the Italian Village at Daphne.

### Character Preservation Functions

- Maintain a cohesive architectural theme across all parcels
- Protect the visual integrity of the development
- Ensure high-quality materials and craftsmanship
- Promote context-sensitive design that enhances the public realm

## 11.5 Administrative Procedures

The ARC will maintain clear and consistent administrative processes to support transparency and fairness.

### Administrative Duties

- Document decisions and findings
- Apply standards consistently across all applications
- Coordinate with planning, zoning, and building departments
- Collect review fees as applicable

## 11.6 Summary of ARC Role

**The Architectural Review Committee ensures that:**

- All development aligns with the Italian Village design vision
- Architectural and landscape quality is maintained over time
- Signage, lighting, and site improvements reinforce a unified identity
- The PUD evolves cohesively as new tenants and buildings are introduced

## **12. Appendices**

The following appendices provide supporting documentation, technical exhibits, and reference materials associated with the Italian Village at Daphne Planned Unit Development. These materials supplement the narrative and demonstrate compliance with applicable regulations, engineering standards, and procedural requirements.

Each appendix is organized for clarity and ease of review.

### **12.1 Appendix A - Adjacent Property Owners**

- Adjacent property owner list

### **12.2 Appendix B - Utility Letters**

- Water and sewer capacity confirmations
- Electric and gas service availability
- Telecommunications provider correspondence

### **12.3 Appendix C - Boundary & Topographic Survey**

- Survey exhibits and legal descriptions

### **12.4 Appendix D - Conceptual PUD / Site Plan**

- Conceptual site layout
- Internal street and access framework

### **12.5 Appendix E - Conceptual Sidewalk Plan**

- Pedestrian network diagrams
- Connectivity to adjacent areas

### **12.6 Appendix F - Conceptual Landscape Plan**

- Landscape and planting plans

## **12.7 Appendix G - Conceptual Building Elevations & Materials**

- Building elevations and massing studies
- Material palettes and architectural details

## **12.8 Appendix H - Phasing Plan**

- Development sequencing diagrams

## **12.9 Appendix I - Traffic Impact Study**

- Traffic analysis and modeling
- Recommended roadway improvements

### **Roadway Improvements:**

- Turn lane addition on AL-181
- Turn lane additions on CR-64
- Dedicated right-turn lane on CR-64 for southbound AL-181 traffic
- One new access point along AL-181
- Limited new access points on CR-64
- New traffic signal at Overton Drive and CR-64
- Modifications to improve the CR-64/Highway 13 roundabout

## **12.10 Appendix J – Permitted Uses**

- Table of permitted uses

## **12.11 Appendix K – PUD Zoning Checklist**

- City of Daphne PUD Zoning Checklist

## 12.5 Appendix E – Conceptual Sidewalk Plan

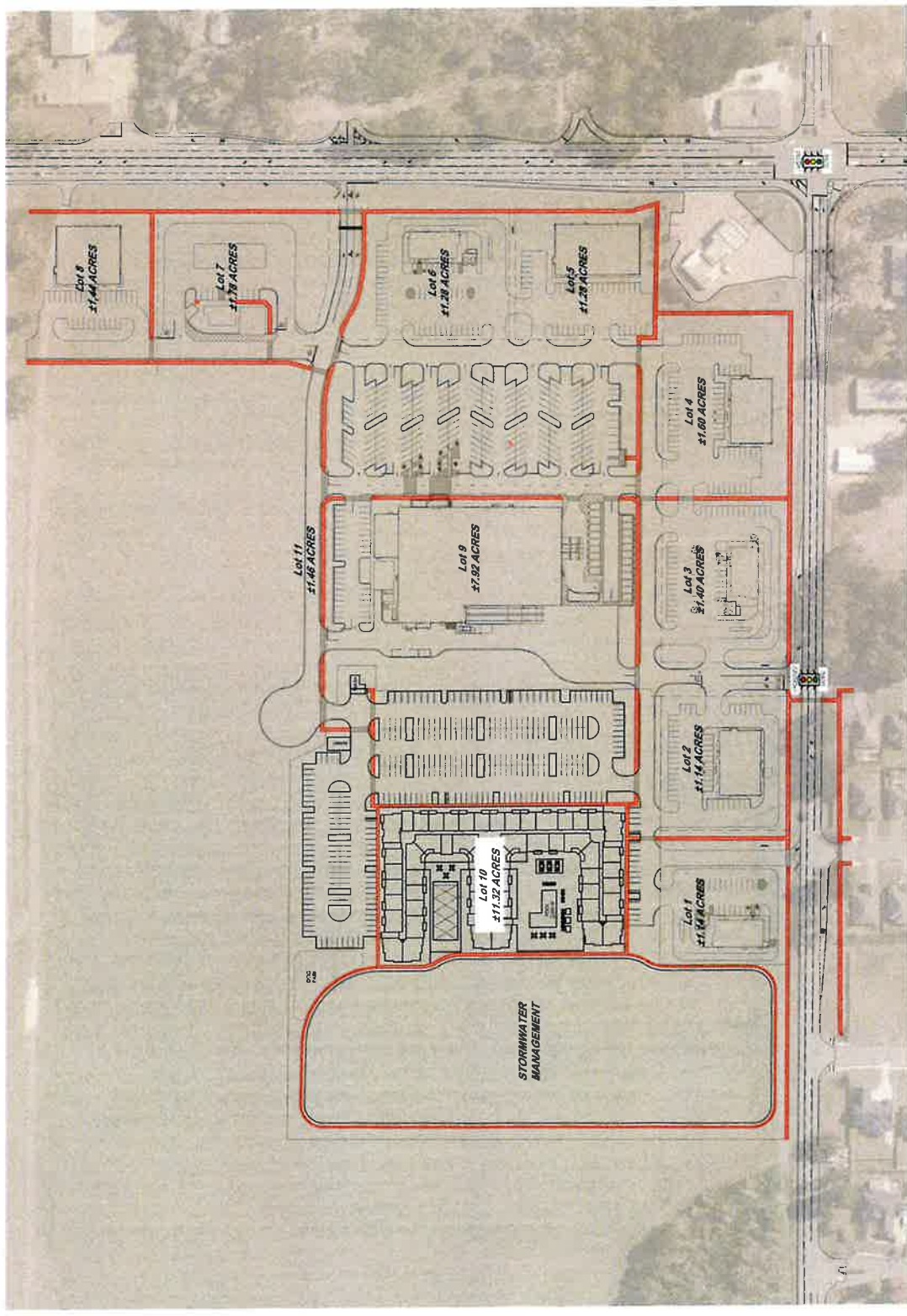
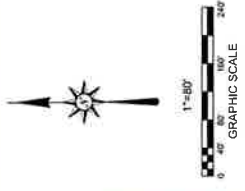
NO.	REVISION	DATE
1	ISSUED FOR PERMIT	12/12/2024
2	REVISED PER COMMENTS	01/08/2025

PUD SIDEWALK PLAN  
 ITALIAN VILLAGE AT DAPHNE  
 NW INTERSECTION OF CR 64 AND HWY 181  
 DAPHNE, AL

**GSA**  
 GONZALEZ - STRENGTH & ASSOCIATES, INC.  
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING & PLANNING  
 LANDSCAPE ARCHITECTURE - PRELIMINARY ENGINEERING & SURVEYING  
 1120 WOODS CREEK AVENUE, SUITE 200  
 HOUSTON, TEXAS 77057  
 WWW.GONZALEZ-STRENGTH.COM AN LMA company

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION,  
 RECORDING,  
 PURPOSES OR  
 IMPLEMENTATION

Appendix E  
 PROJECT  
 25-0340

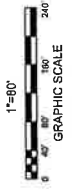


## 12.6 Appendix F – Conceptual Landscape Plan

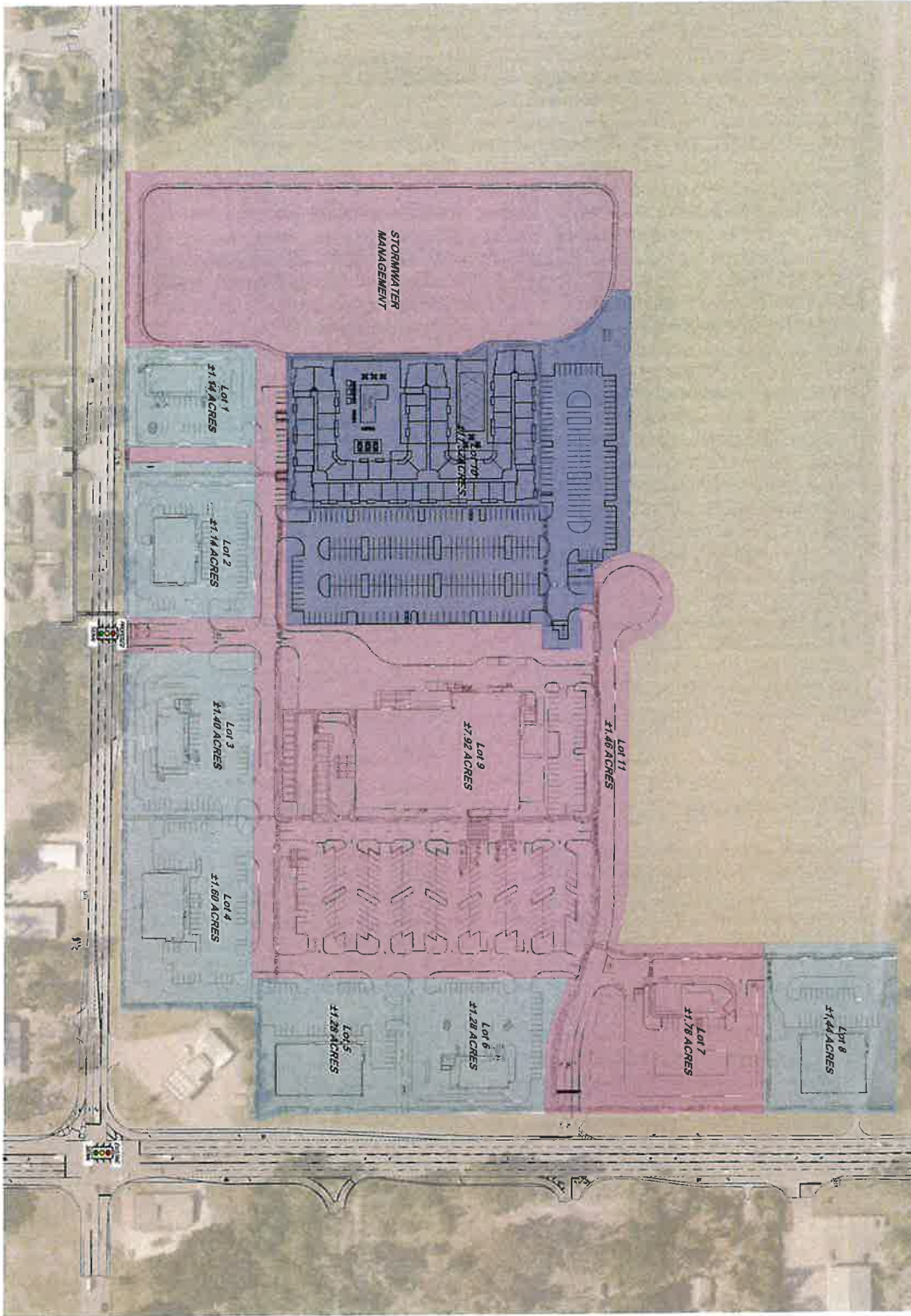


**LEGEND**

- Shade Tree
- Large Evergreen Tree
- Small Evergreen Tree
- Small Powering Tree
- Bench
- Crosswalks
- Property Line
- Stormwater



## 12.8 Appendix H – Phasing Plan



- PHASING LEGEND**
- PHASE 1
  - PHASE 2
  - PHASE 3



Appendix H  
20-049

**GSA**  
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - PIPELINE ENGINEERING & SURVEYING  
 1550 WOODS OF REVERCHASE DRIVE SUITE 200  
 HOUSTON, ALABAMA 35894  
 PHONE: (205) 942-2486  
 WWW.GONZALEZ-STRENGTH.COM **LJA** company

**PUD PHASING PLAN**  
**ITALIAN VILLAGE AT DAPHNE**  
 HWY INTERSECTION OF CR 64 & HWY 181  
 DAPHNE, AL

NO.	REVISIONS	DATE
1	REVISION #1	12/12/2020
2	REVISION #2	01/06/2021
3		
4		

## 12.10 Appendix J – Permitted Uses

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Accessory buildings and uses, when located on the same lot or parcel as the principal structure or use and customarily incidental thereto, provided the requirements in all pertinent sections of this Ordinance are met	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I C-2 GC		
Agriculture and related farming operations, including horticulture, plant nurseries, market gardening, field crops, orchards, and home gardens	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3	DELETED	GC C-2
Air conditioning sales and service	B-1 B-2 C/I		
Ambulance/EMS service	B-1 B-2 C/I		B-3
*Amusement arcade	B-2		
Kiddie land	B-2		C/I
Animal clinic/kennels for small animals; need not be enclosed within a structure	B-2 C/I		
Antique store, including repairing, restoration and refinishing	B-2 C/I		
Apparel and accessory store	B-1 B-2		
Appliance store	B-1 B-2	DELETED	

**SECTION 35-3  
PERMITTED USES &  
CONDITIONS**

	Right	Planning Commission Approval	Special Exception BZA Approval
Armory	B-1	C/I	R-4
	B-2		R-5
Art gallery or museum	B-1 B-2	DELETED	R-1
			R-2
			R-3
			R-4
			R-5
			B-3
Art sculptures, statues, monuments		B-1	R-1
		B-2	R-2
		B-3	R-3
		C/I	R-4
			R-5
Art supplies	B-1		
	B-2		
Auditoriums, stadiums, coliseums, and other such places of public assembly		B-2 C/I	R-1
			R-2
			R-3
			R-4
			R-5
Automobile Air Conditioning Sales and Service	B-2 C/I	DELETED	
Automobile Glass and Upholstery Installation	B-2 C/I		
Automobile laundry, where the primary function is washing automobiles, but not including trucks or trailers; operations shall be conducted only within a completely enclosed structure, and all wastes shall be discharged directly into the sewer	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
--	-------	---------------------------------	-----------------------------------

Automobile parts sales, except used parts	B-2 C/I	<b>DELETED</b>	
Automobile wrecking and salvage; need not be enclosed within a structure, but must be enclosed with a solid fence sufficiently high to obstruct noise and view; chain link or similar open fence may be permitted if a screen planting adequate to obstruct view is provided		B-2 C/I	
Automobile, travel trailer, camper, farm equipment and implements and mobile home sales (new and used); need not be enclosed within a structure, but any mechanical or body repair must be done entirely within a structure which shall not have any opening, other than a stationary window, within 100 feet of a residential district	B-2 C/I		
Automobile and truck laundry, including steam cleaning	C/I		
Automobile and truck repair garage, mechanical and body; must be conducted in a structure which shall not have any openings other than a stationary, within 100 feet of a residential district and which shall not store or otherwise maintain any parts or waste materials outside such structures	B-2 C/I		
Automobile and truck sales and service; but not including commercial wrecking, dismantling, or auto salvage yard; need not be enclosed within a structure provided the unenclosed part shall comply with the requirements for maintenance of off-street parking facilities	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Automobile and truck service station including minor repair, subject to the requirements listed under Special Provisions, where the primary function is retail sale of gasoline, oil, grease, tires, batteries and accessories and where services are limited to installation of the items sold, washing, polishing, tire changing, greasing and minor repairs, but not including commercial wrecking, dismantling or auto salvage yard, major mechanical overhauling or body work; fuel pumps need not be enclosed within a structure	C/I	<b>DELETED</b>	B-1 B-2
Bakery, retail	B-1 B-2		
Bakery, wholesale	B-2 C/I		
Bank, including drive-in bank	B-1 B-2 B-3		
Barber shop or beauty parlor	B-1 B-2		
Barber and beauty supplies and equipment sales	B-2 C/I		
Bed & Breakfast			R-1 R-2 R-3
Bicycle, lawnmower sales, service and repair	B-2 C/I	<b>DELETED</b>	
*Billiard or pool hall	B-2		
Boat construction, storage, service and repair, wet and dry, major; need not be enclosed within a structure	C/I		B-2
Boat dry storage; pleasure boats having lengths not greater than 31 feet	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Boat sales, accessories and service	B-2 C/I		
Boat storage, service and repair, minor; a marina for docking pleasure boats and providing services thereto and to the occupants thereof, including minor servicing and minor repair to boats while in the water, sale of fuel and supplies, and provision of lodging, food, beverages and entertainment as accessory uses, may include dry storage in an enclosed structure	B-2 C/I	<b>DELETED</b>	
Book store	B-1 B-2		
Bottling works	C/I	B-2	
Bowling Alley	B-2		
Building materials supply, provided that major storage areas are screened from view and that any machine operations are conducted entirely within an enclosed structure with no opening other than a stationary window within 100 feet of a residential district	B-2 C/I	<b>DELETED</b>	
Bus and railroad terminal facilities	B-2 C/I		
Business machines sales and service	B-2 C/I	B-1	
Business school or college		B-1 B-2 B-3	
Butane and other liquefied petroleum gas products storage and sales; need not be enclosed within a structure			B-2 C/I
Cabinet or carpenter shop; customized marble, granite, stone countertops	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Cafe, grill, lunch counter and restaurant but not including night club, bar, tavern and drive-in restaurant	B-1 B-2		
Camera and photographic supply store	B-1 B-2		
Candy, nut and confectionery store	B-1 B-2		
Canvas products manufacture	C/I	B-2	
Carling, express, crating, hauling, storage	B-2 C/I	<b>DELETED</b>	
Catering shop or service	B-1 B-2		
Cemetery, subject to requirements of the Special Provisions			R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2
Churches and related accessory buildings	B-1 B-2 B-3		R-1 R-2 R-3 R-4 R-5 C/I
City Hall, police station, fire station, courthouse, federal office building and similar public building	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I	C-2 GC	

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Clay and clay products manufacture; need not be enclosed within a structure	C/I	B-2	
Clinic, dental, medical or psychiatric for humans	B-1 B-2 B-3	<b>DELETED</b>	R-1 R-2 R-3 R-4 R-5 C/I
Club or lodge, fraternal, civic, charitable or similar organization, public or private, but not including any such club, lodge or organization, the chief activity of which is a service or product customarily carried on as a business	B-1 B-2	C/I	R-1 R-2 R-3 R-4 R-5
College or university, provided that they are located on a lot fronting on an arterial street or road and that no building is located within 100 feet of any property line		B-1 B-2 B-3	R-1 R-2 R-3 R-4 R-5
College sorority or fraternity house		B-1 B-2 B-3	R-1 R-2 R-3 R-4 R-5
Communications Towers		C/I	B-2
Concrete and concrete products manufacture; need not be enclosed within a structure	C/I		
Contractor's storage yard for vehicles, equipment, materials and supplies; need not be enclosed within a structure, but must be enclosed within a solid fence to screen view; chain link or similar open fence may be permitted if a screen planting adequate to obstruct the view is provided	B-2 C/I		
Convenience Store	B-2	B-1	
Correctional, detention or penal institution			B-2 C/I

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Dairy equipment sales	B-2 C/I	<b>DELETED</b>	
Dairy products sales	B-1 B-2		
Delicatessen	B-1 B-2		
Department store	B-2		
Dog pound; need not be enclosed within a structure	C/I	B-2	
Drive-in restaurant	B-2	B-1	
Drug Store	B-1 B-2		
Dry cleaning shop, including self-service	B-1 B-2		
Dry goods or fabric store	B-1 B-2		
Dwelling, one-family	R-1 R-2 R-3 R-4		
Dwelling, two-family	R-4		
Dwelling, multi-family	R-4		
Electric power generating plant		<b>DELETED</b>	B-2 C/I
Electric power substation; need not be enclosed within a structure, but must be secured by a chain link or similar fence, or raised above ground so as to be inaccessible to unauthorized persons; requires visual screen in most districts		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Electric repair shop	B-2 C/I		
Electric Supply Store	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Elevator maintenance service	B-2 C/I		DELETED
Employee credit union office	B-1 B-2 B-3		
Exterminator service office	B-2 C/I	B-1	DELETED
Farm and garden equipment and supply store	B-2 C/I		
Farmers' markets	B-2 C/I		
Fix-it shop, including small appliance repair	B-1 B-2 C/I		DELETED
Floor covering sales and service	B-1 B-2 C/I		
Floral shop	B-1 B-2		
Food locker plant including rental of lockers for the storage of food; cutting and packaging of meats and game, but not the slaughtering of animals or fowl.	B-2 C/I		DELETED
Food products processing plant	B-2 C/I		
Food products, wholesale storage and sales	B-2 C/I		
Freight depot, railway or truck	C/I	B-2	
Fruit and produce, retail	B-1 B-2		
Funeral home, mortuary or undertaking establishment	B-1 B-2		DELETED
Furniture and home furnishing store, including office furniture and equipment	B-2 C/I		
Furniture repair, including upholstering and refinishing	B-2 C/I		DELETED

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Gas regulator station			
Gift shop	B-1 B-2		
Grocery store, retail	B-1 B-2		
Gymnasium, commercial	B-1 B-2		
Hardware store, retail, wholesale, storage and sales	B-1 B-2		
Hatchery, poultry or fish	C/I	<b>DELETED</b>	
Heating and plumbing equipment, supplies and service	B-2 C/I		
Hobby shop and supply store	B-1 B-2 C/I		
Home occupation	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3	<b>DELETED</b>	
Hospital, clinic, convalescent or nursing home, extended care facility or sanitarium for humans		B-1 B-2 B-3	R-1 R-2 R-3 R-4 R-5
Hotel	B-2	B-1	
Extended stay hotel facility	B-2		
Motel	B-2	B-1	
Ice cream parlor	B-1 B-2		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Ice plant	C/I	<b>DELETED</b>	
Industrial park	C/I		
Innovative design developments		R-4	
Institution for children or the aged, day care			R-1 R-2 R-3 R-4 R-5 B-1 B-2
Interior decorating shop	B-1 B-2		
Junk yard including storage, baling or sale of rags, paper, iron or junk; need not be enclosed within a structure but must be enclosed within a fence of sufficient height to obstruct view and noise; chain link or similar fence may be permitted if screen planting is provided.	C/I		
Kindergarten, play school or day care center, public or private, provided that all activities are carried on in an enclosed building or fenced yard and that all applicable federal, state and local requirements are met.			R-1 R-2 R-3 R-4 R-5 B-1 B-2
Laboratory, scientific	C/I		B-2
Laboratory, medical or dental	B-1 B-2 C/I		
Landscape garden sales; need not be enclosed within a structure	B-1 B-2 C/I		
Laundry, self-service	B-1 B-2	R-4	<b>DELETED</b>
Laundry, and dry cleaning pick- up station	B-1 B-2		
Laundry and dry cleaning plant	B-2 C/I		<b>DELETED</b>

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Laundry, linen supply or diaper service	B-2 C/I	<b>DELETED</b>	
Leather goods or luggage goods store	B-1 B-2		
Liquor, wine or beer sales not to be consumed on premises and meeting local and state requirements.	B-1 B-2		
Library	R-1 R-2 R-3 R-4 R-5 B-1 B-2	<b>DELETED</b>	
Loan office	B-1 B-2		
Locksmith	B-1 B-2	<b>DELETED</b>	
Lodging and tourist homes			R-4 B-1 B-2
Lumber yards and building materials; need not be enclosed within a structure	B-2 C/I		
Machine Shop	C/I	B-2	
Machinery, tools and construction equipment, sales and service	C/I		B-2
Mail order house	B-2 C/I		
<ul style="list-style-type: none"> <li>MANUFACTURING, REPAIR, OF A LIGHT INDUSTRIAL NATURE, ASSEMBLY OR INCLUDING, PROCESSING BUT NOT LIMITED ESTABLISHMENTS TO THE FOLLOWING:</li> </ul>			
Automobile assembly	C/I		
Clothing and garment manufacturing	C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Food products processing and packaging	C/I	<b>DELETED</b>	
Glass products manufacturing	C/I		
Laboratories for testing materials, chemical analysis, photographic processing.	C/I		
Metal products manufacturing	C/I		
Millwork and similar wood products manufacturing	C/I		
Musical instruments and parts manufacturing	C/I		
Paper products manufacturing	C/I		
Plastics manufacturing	C/I		
Scientific, optical and electronic equipment—assembly and manufacturing	C/I		
Shipbuilding and repair yard; need not be enclosed within a structure	C/I		
Souvenirs and novelties manufacturing	C/I		
Surgical and dental supplies manufacturing	C/I		
Toy, sporting goods and athletic goods manufacturing	C/I		
Marine stores and supplies	B-2 C/I		
Manufactured Home	R-5	R-3 R-4	<b>DELETED</b>
Mobile Home and/or Mobile Home Park	R-5		
Mobile Home Subdivision	R-5		
Motorcycle sales, service, and repair	B-2 C/I		
Music store	B-1 B-2		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Natural preservation areas including bird and wildlife sanctuaries, nature and hiking trails		R-1 R-2 R-3 R-4 R-5 B-1 B-2	
News stand	B-1 B-2		
Night club, bar, tavern and cocktail lounge when separate from a restaurant	B-1 B-2		
Office buildings, general	B-1 B-2 C/I		
Office buildings, professional	B-1 B-2 B-3		
Office equipment and supplies, retail	B-1 B-2	<b>DELETED</b>	
Oil and gas exploration and production activities			R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I C-2 GC
Optician	B-1 B-2 B-3		
Paint and wallpaper store	B-1 B-2 C/I		
Painting and decorating contractor	B-2 C/I	<b>DELETED</b>	
Paper supplies, wholesale	B-2 C/I		
Pawn Shop	B-2		B-1
Pet shop	B-2		B-1
Photographic studio and/or processing	B-1 B-2		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Picture framing and/or mirror silvering	B-2	C/I	B-1
Planned Unit Development, fixed dwelling		R-1 R-2 R-3 R-4	<b>DELETED</b>
Planned Unit Development, mobile home		R-5	
Plastic fabrication	C/I	B-2	
Plumbing shop	B-1 B-2 C/I		
Police substation, including Highway Patrol		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Post office		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Printing, blueprinting, bookbinding, photostating, lithographing and publishing establishment.	B-1 B-2 C/I		
Public utility production and maintenance buildings with proper screening		B-1 B-2 C/I	
Public utility substation with proper screening		R-1 R-2 R-3 R-4	

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
		R-5	<b>DELETED</b>
Public utility substation with proper screening (continued)		B-1 B-2 B-3 C/I	
Radio and television antenna (amateur)	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I	GC C-2	<b>DELETED</b>
Radio and television station and transmitting tower (commercial)		C/I	B-2
Racquetball or tennis courts, indoor		R-1 R-2 R-3 R-4 R-5 B-1 B-2 C/I GC C-2	
Roofing and sheet metal shop	C/I	B-2	
Rug and/or drapery cleaning service contained within a structure	C/I	B-2	<b>DELETED</b>
Sand and gravel storage yard; need not be enclosed within a structure	C/I	B-2	
Sawmill or planing mill	C/I	B-2	
Schools, public and/or private, elementary and/or secondary meeting the requirements of the education laws of the State of Alabama			R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Seafood store, retail	B-1 B-2		
Sewage disposal plant; need not be enclosed within a structure		B-2 C/I	<b>DELETED</b>
Shoe repair shop	B-1 B-2		
Shoe store, retail	B-1 B-2		
Sign shop	B-2 C/I		
Sporting goods store	B-1 B-2		
Stone monument sales, retail; may include cutting and processing merchandise sold at retail on the site; need not be enclosed within a structure	C/I	<b>DELETED</b>	B-2
Studio for dance or music	B-1 B-2		
Studio for professional work or teaching of fine arts such as photography, drama, speech and painting	B-1 B-2		
Surgical or dental supplies retail	B-2 C/I		
Tailor shop	B-1 B-2		
Taxi dispatching station	B-1 B-2	<b>DELETED</b>	
Taxi terminal, storage and repair of vehicles	B-2 C/I		
Taxidermy shop	B-1 B-2 C/I		
Teen club or youth center			R-1 R-2 R-3 R-4 R-5 B-1 B-2

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Telephone exchange			<b>DELETED</b>
		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Telephone equipment storage including shops and garage; need not be enclosed within a structure but must provide adequate screening	B-2 C/I		
Temporary uses, including revival tents, sale of Christmas trees, carnivals, sale of seasonal fruit and vegetables from roadside stands, and similar uses, for a period not to exceed four (4) weeks in any calendar year	B-1 B-2		
Theater, indoor	B-2	B-1	
Tires, batteries and other automotive accessories sales establishments	B-2 C/I		
Tobacco store	B-1 B-2		
Tourist Home			R-4 B-1 B-2
Toy Store	B-1 B-2		
Trade school or college			<b>DELETED</b>
Transit vehicle storage and servicing; need not be enclosed within a structure		B-2 C/I	
Variety Store	B-1 B-2		
Veterinary service	B-2		<b>DELETED</b>

**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2024-16**

**A RESOLUTION RATIFYING THE CITY OF DAPHNE PLANNING COMMISSION'S  
ADOPTION OF THE ENVISION 2042 COMPREHENSIVE PLAN**

**WHEREAS**, the City of Daphne Planning Commission (the "Planning Commission") has been engaged in a comprehensive planning process known as Envision Daphne 2042; and

**WHEREAS**, the Envision Daphne 2042 Comprehensive Plan has been developed through a public process that included input from citizens, businesses, and stakeholders; and

**WHEREAS**, in the preparation of the Envision Daphne 2042 Comprehensive Plan, the Planning Commission has made careful and comprehensive surveys and studies of present conditions and future growth of the City of Daphne with due regard to its relation to neighboring territory; and

**WHEREAS**, the Envision Daphne 2042 Comprehensive Plan has been prepared with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the City of Daphne and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity, and general welfare as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, the promotion of safety from fire and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds, and the adequate provision of public utilities and other public requirements; and


**WHEREAS**, the Envision Daphne 2042 Comprehensive Plan sets forth a vision for the future physical development of the City of Daphne and a plan for achieving that vision; and

**WHEREAS**, prior to adopting the Envision Daphne 2042 Comprehensive Plan, the Planning Commission held a public hearing on March 28, 2024, duly noticed to the public pursuant to Alabama Code § 11-52-10; and

**WHEREAS**, at its regular meeting of March 28, 2024, following a public hearing, the Planning Commission approved a resolution adopting the Envision Daphne 2042 Comprehensive Plan and recommending ratification of same to the City Council of the City of Daphne.

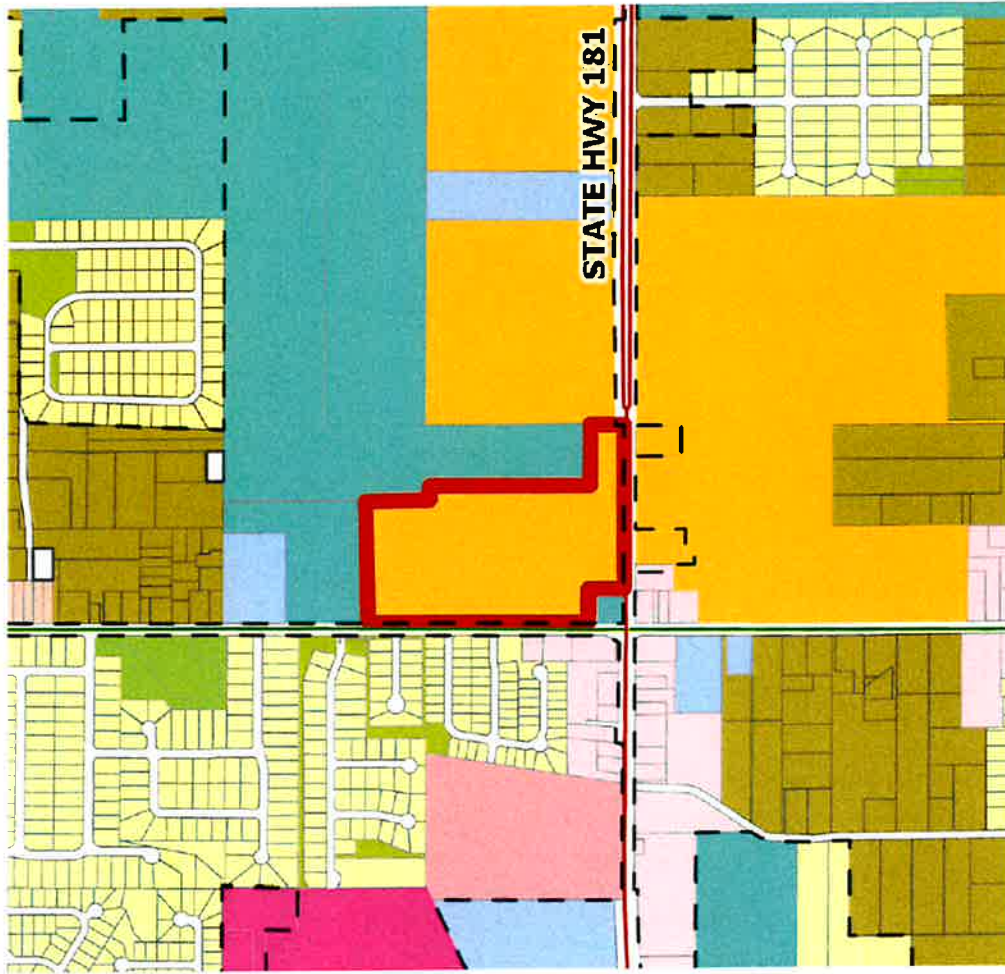
**NOW, THEREFORE, BE IT RESOLVED** that the **CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA**, hereby ratifies the Planning Commission's adoption of the Envision Daphne 2042 Comprehensive Plan, including without limitation each of the maps and descriptive matters contained therein, as presented to the Planning Commission at its regular meeting of March 28, 2024, and as shall be attached to the Minutes of said meeting.

**ADOPTED** this 6<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Robin LeJeune, Mayor

ATTEST:

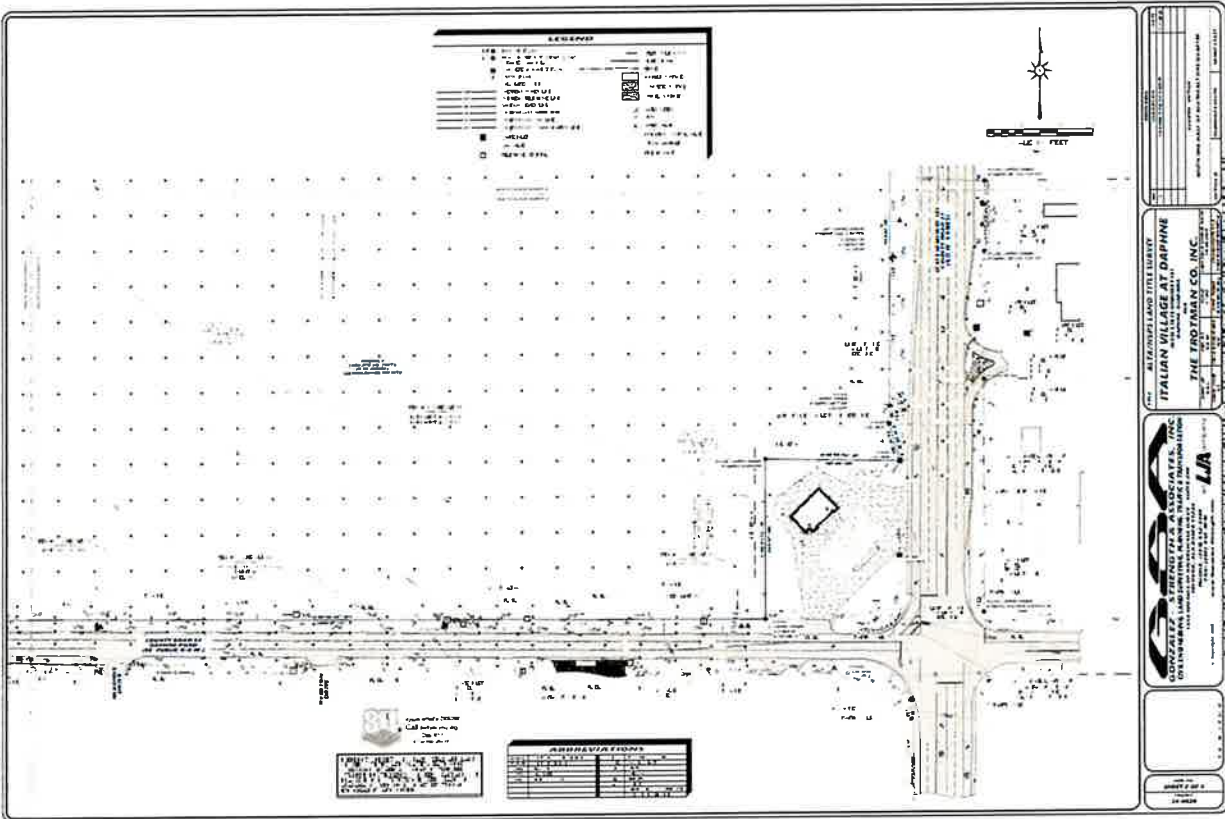
  
\_\_\_\_\_  
Candace G. Antinarella, MMC, City Clerk



Traditional Neighborhood Development to Mixed Use Corridor

PPIN #s 307152, 393, 44044





**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**



DATE: January 26, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development *AJ*  
SUBJECT: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership Annexation Petition

**PRESENT ZONING:** B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15

**LOCATION:** Northwest of County Road 64 and Alabama Highway 181

**RECOMMENDATION:** At the January 22, 2026 regular meeting of the City of Daphne Planning Commission, seven members were present and the motion carried unanimously for a favorable recommendation for the above mentioned annexation petition.

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

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

Thank you,  
ADJ/jv

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

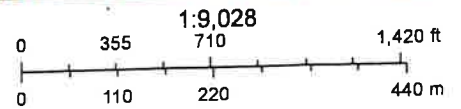
JOSEPH A. ALLEGRI, JR. PROPERTIES, II, LLC  
JERRY VOLOVECKY, SR  
LOUISE VOLOVECKY  
SE FAMILY LIMITED PARTNERSHIP

ANNEXATION PETITION

# Allegri, Volovecky, SE Family Partnership



December 4, 2025



KCS, Pictometry

Copyright 2025

---

**JOSEPH A. ALLEGRI, JR. PROPERTIES, II, LLC; JERRY VOLOVECKY, SR; LOUISE VOLOVECKY; SE FAMILY LIMITED PARTNERSHIP**

**ANNEXATION REQUEST**

The applicant proposes to annex the subject properties into the corporate limits. The site meets the contiguity requirement because it abuts two road rights-of-ways inside the Daphne corporate limits (Alabama State Route 181 (Highway 181) and County Road 64).

**RECOMMENDATION**

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. The subject property is located within Priority Expansion Area 1.

The Planning Commission and staff recommends approval of the request to annex this 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**

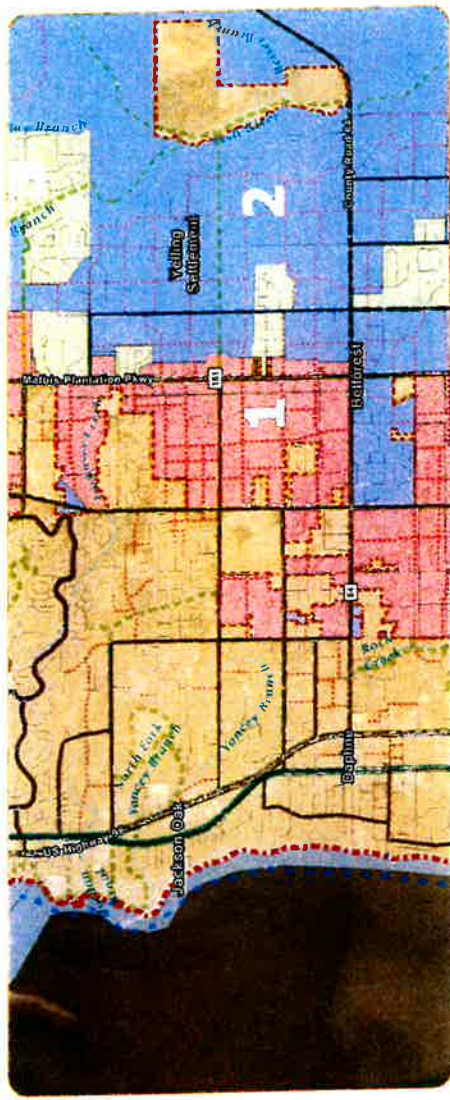
Any land annexed to the City of Daphne hereafter shall be classified as an R-1, Low Density Single Family Residential District unless otherwise recommended by the Planning Commission through the zoning amendment procedure provided in Article 22-1, Zoning Amendment Procedures. In such case, City Council 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.

# EXPANSION PRIORITIES

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

Below Right: City Limits Expansion Areas  
Opposite: Priority Expansion Areas

## Methods of Extending Municipal Corporate Limits



### Annexation Options

Growing cities must expand their boundaries to accommodate continued growth. Rapid growth in Daphne's planning area has led to a demonstrated need for expansion to achieve the purpose of Envision Daphne 2042. Alabama offers three options for annexation or incorporation: 1) direct, 2) petition, and 3) referendum. Each option has its own set of requirements and procedures. The Alabama Department of Public Safety provides details of Alabama's annexation options. The three options are summarized below:

#### 1. Annexation by Local Act of the Legislature

Section 10-11-1 through 10-11-142 of the Code of Alabama (1976) allows the extension of municipal boundaries by local act of the legislature. The Alabama Department of Public Safety provides details of this process. Proposed annexation with its legislative delegation, the city should seek approval to work with the Legislature's Service Units to prepare the annexation bill.

#### 2. Annexation by Referendum

Section 11-42-20 through 11-42-24 of the Code of Alabama (1976) allows an incorporation referendum. The referendum process includes a petition of at least 7% of the registered voters or 60 voters of the area to be incorporated. After the referendum is held, the City Council must vote on the referendum. The referendum process includes a petition of at least 7% of the registered voters or 60 voters of the area to be incorporated. After the referendum is held, the City Council must vote on the referendum. The referendum process includes a petition of at least 7% of the registered voters or 60 voters of the area to be incorporated. After the referendum is held, the City Council must vote on the referendum.

#### Annexation by Petition of 100% of Property Owners

Sections 11-42-20 through 11-42-24 of the Code of Alabama (1976) allow an annexation referendum consisting of the petition of 100% of the property owners in the area. The area to be incorporated must be contiguous to the corporate limits of the municipality.

### Priority Expansion Areas

#### Priority Expansion Area 1

Priority Expansion Area 1 includes territory immediately east of the existing City Limits of Daphne. It is bounded by the intersection of sections along the Highway 121 corridor.

#### Priority Expansion Area 2

Priority Expansion Area 2 consists of land to the east of the Highway 121 corridor and land south of the Ballantyne neighborhood. The expansion area extends eastward to the limits of the planning area.

#### Priority Expansion Area 3

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

APPLICATION  
&  
SUPPLEMENTAL INFORMATION



EXHIBIT A

A parcel of land situated in the South one-half of the Southeast one-quarter of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama being more particularly described as follows:

BEGIN at a found 1/2 inch rebar marking the Southeast corner of Lot 1 according to Volovecky Split (A Baldwin Couth Family Split Exempt Subdivision) as recorded in Slide 0002586-D in the Office of the Judge of Probate, Baldwin County, Alabama and lying on the West right-of-way of State Highway 181; thence leaving said Lot 1 run South 00 degrees 21 minutes 12 seconds East along said right-of-way for a distance of 509.93 feet to a found concrete monument lying on said right-of-way; thence run South 15 degrees 48 minutes 33 seconds East along said right-of-way for a distance of 54.74 feet to a found concrete monument lying on said right-of-way; thence leaving said right-of-way run North 88 degrees 54 minutes 29 seconds West for a distance of 187.99 feet to a found capped rebar stamped Fairhope; thence run South 00 degrees 04 minutes 35 seconds West for a distance of 224.97 feet to a found capped rebar lying on the North right-of-way of County Road 64; thence run North 89 degrees 36 minutes 46 seconds West along said right-of-way for a distance of 1396.57 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on said right-of-way; thence leaving said right-of-way run North 00 degrees 23 minutes 14 seconds East for a distance of 785.49 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on the South line of said Lot 1; thence run South 89 degrees 36 minutes 02 seconds East along said South line for a distance of 1567.76 feet to the POINT OF BEGINNING. Said parcel contains 1,193,213 sq. feet or 27.39 acres, more or less.





STATE OF ALABAMA  
COUNTY OF BALDWIN

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That JOSEPH A. ALLEGRI, JR., a single man, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to him by the JOSEPH A. ALLEGRI, JR., PROPERTIES II, LLC, an Alabama limited liability company, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, viz:

The South 50 acres of the South half of the Southeast quarter of Section 15, Township 5 South, Range 2 East;

LESS and EXCEPT:

Start at the South West corner of the South West quarter of the South East quarter of Section Fifteen (15), Township Five (5) South of Range Two (2) East; thence run North 626 & 13/100 feet, thence East 417 & 42/100 feet, thence South 626 & 13/100 feet, thence West 417 & 42/100 feet to place of beginning, containing six acres, and known as the Italian Colony Cemetery;

and LESS and EXCEPT:

Commence at the Southeast corner of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama; run thence North 89-46-00 West, 440.00 feet to a point; run thence North, 40 feet to a point on the north right-of-way line of County Road 64 for the point of beginning of the property herein described; continue thence North, 300.00 feet to a point; run thence South 89-46-00 East, 350.00 feet to a point on the proposed widened west right-of-way line of State Highway 181; run thence South, along said west right-of-way line, 26.65 feet to a point (station 672+00); run thence South 15-54-07 East, along said west right-of-way line, 54.75 feet to a point (station 671+47.41); run thence South, along said west right-of-way line, 130.76 feet to a point (station 670+16.65); run thence southwestwardly, following a curve to the right having a radius of 90.00 feet, an arc distance of 141.01 feet (chord: South 45-07-00 West, 127.02 feet) to a point on the north right-of-way line of County Road 64; run thence North 89-46-00 West, 275.00 feet to the point of beginning; containing 2.4553 acres, more or less.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns,  
FOREVER.

**ADDITIONAL INFORMATION**

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

Initials: J. A. J.

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: J. A. J.

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

Initials: J. A. J.

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: J. A. J.

**SELECT ONE OF THE FOLLOWING OPTIONS**

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

Initials: J. A. J.

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 12<sup>th</sup> day of November 2025

Legal Description Attached (Exhibit A)? \_\_\_\_\_ Map or Survey Attached (Exhibit B)? \_\_\_\_\_  
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? \_\_\_\_\_ Acreage Annexed acreage: 27.39  
Subdivision Name Lot 1 of Allegri Addition to Daphne Road Lot Number(s) 1

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

Signature: Joseph A. Allegri, Jr. Signature: \_\_\_\_\_

Printed Name Joseph A. Allegri, Jr. Printed Name: \_\_\_\_\_

Mailing Address: 10032 County Road 64 Mailing Address: \_\_\_\_\_  
Daphne, AL 36526



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

The undersigned corporation, ALLEGRI, JOSEPH A JR PROPERTIES II L L C, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, Lot 1 of Allegri Addition to Daphne Road, to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of the petition:

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

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

3. **Owner:** The petitioner, ALLEGRI, JOSEPH A JR PROPERTIES II L L C, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne

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

**Requested zoning, if other than R-1:** PUD

**Any other conditions which may apply upon annexation:** Comprehensive Plan Amendment

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5 Code: This Petition is filed pursuant to the provisions of Article 21, Chapter 12, Title 11, Code of Alabama, 1975, as amended

DATED this 12<sup>th</sup> day of November, 2025

Respectfully submitted,

ALLEGRI, JOSEPH A JR PROPERTIES II L L C

Name of Corporation

By Joseph A. Allegri, Jr.  
Joseph A. Allegri, Jr.  
Its General Manager

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Mary Margaret Kinney, the undersigned Notary Public in and for said county and state, hereby certify that Joseph A. Allegri, Jr. whose name as General Manager of Joseph A. Allegri, Jr. Properties II LLC, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date

Given under my hand and official seal this the 12<sup>th</sup> day of November, 2025

Mary Margaret Kinney  
NOTARY PUBLIC

My commission expires 03-28-2026

Corporation's Address

10032 County Road 64

Daphne, AL 36526



STATE OF ALABAMA

WARRANTY DEED

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS by a document recorded in Real Property Book 85 Page 1248, et seq., in the Office of the Judge of Probate of Baldwin County, Alabama, Louise A. Volovecky, Jerry Volovecky, and Agnes Allegri granted, bargained, sold and conveyed, inter alia, unto JOSEPH A. ALLEGRI, JR., the following real property situated in Baldwin County, Alabama:

the South 50 acres of the South half of the Southeast quarter of Section 15, Township 5 South, Range 2 East; and

WHEREAS, a Scrivener's Error Affidavit dated March 1, 2007 and recorded as Instrument Number 1034935 in the Office of the Judge of Probate of Baldwin County corrected the first paragraph of the afore-described document; and

WHEREAS, by Warranty Deed dated January 21, 2008 and recorded as Instrument Number 1096096 in the Office of the Judge of Probate of Baldwin County, Alabama, the said JOSEPH A. ALLEGRI, JR, granted, bargained, sold and conveyed said real property to JOSEPH A. ALLEGRI, JR., PROPERTIES II, LLC, an Alabama limited liability company

LESS and EXCEPT:

Start at the South West corner of the South West quarter of the South East quarter of Section Fifteen (15), Township Five (5) South of Range Two (2) East; thence run North 626 & 13/100 feet, thence East 417 & 42/100 feet, thence South 626 & 13/100 feet, thence West 417 & 42/100 feet to place of beginning, containing six acres, and known as the Italian Colony Cemetery;

and LESS and EXCEPT:

Commence at the Southeast corner of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama; run thence North 89-46-00 West, 440.00 feet to a point; run thence North, 40 feet to a point on the north right-of-way line of County Road 64 for the point of beginning of the property herein described; continue thence North, 300.00 feet to a point; run thence South 89-46-00 East, 350.00 feet to a point on the proposed widened west right-of-way line of State Highway 181; run thence South, along said west right-of-way line, 26.65 feet to a point (station 672+00); run thence South 15-54-07 East, along said west right-of-way line, 54.75 feet to a point (station 671+47.41); run thence South, along said west right-of-way line, 130.76 feet to a point (station 670+16.65); run thence

1518954  
BALDWIN COUNTY, ALABAMA  
TIM RUSSELL, PROBATE JUDGE  
Filed/cert. 6/17/2015 3:28 PM  
DEED TAX \$ 347.50  
TOTAL \$ 867.50  
3 Pages

southwestwardly, following a curve to the right having a radius of 90.00 feet, an arc distance of 141.01 feet (chord: South 45-07-00 West, 127.02 feet) to a point on the north right-of-way line of County Road 64; run thence North 89-46-00 West, 275.00 feet to the point of beginning; containing 2.4553 acres, more or less; and

WHEREAS, JOSEPH A. ALLEGRI, JR., as Grantor intends to convey unto JOSEPH A. ALLEGRI, JR., PROPERTIES I, LLC, an Alabama limited liability company, a portion of said property excepted from conveyance in Instrument Number 1096096

NOW, therefore, I, JOSEPH A. ALLEGRI, JR., a single man, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to him by JOSEPH A. ALLEGRI, JR., PROPERTIES I, LLC, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, grant, bargain, sell, and convey and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, viz:

Commence at the Southeast corner of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama, thence run North 40 feet; thence run North 89° 46' West 265 feet to the point of beginning. Continue North 89° 46' West 175 feet more or less; thence run North 300 feet; thence run South 89° 46' East 440 feet more or less; thence run South 75 feet more or less; thence run North 89° 46' West 265 feet; thence run South 225 feet to point of beginning SUBJECT TO the right-of-way easement in use as part of Baldwin County Highway 27 (Alabama Highway 181) over and across the East margin of the property.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, FOREVER.

And, except for any matters set forth above and taxes hereafter falling due, the Grantor, for himself and its heirs, executors and administrators, hereby covenants and warrants with and unto the Grantee, his successors and assigns, that he is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that he has a good right to sell and convey the same as herein conveyed; that he will guarantee the peaceable possession thereof and he will and his heirs, executors and administrators shall forever warrant and defend the same unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

16 IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on this the  
day of JUNE 2015.

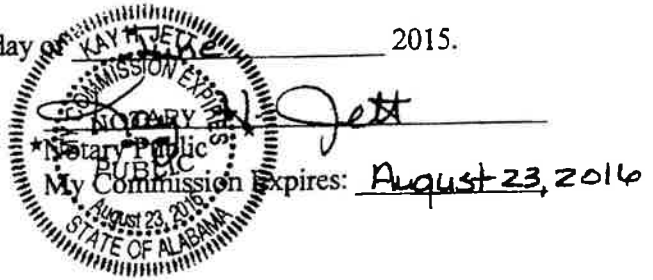
*Joseph A. Allegri, Jr.*  
JOSEPH A. ALLEGRI, JR.

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Kay H. Jett, a Notary Public, in and for said County in said State, hereby certify that JOSEPH A. ALLEGRI, JR., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 16<sup>th</sup> day of July 2015.



GRANTOR'S ADDRESS:  
10032 County Road 64  
Daphne, Alabama 36526

GRANTEE'S ADDRESS:  
10032 County Road 64  
Daphne, Alabama 36526

PROPERTY ADDRESS:  
State Highway 181  
Daphne, Alabama 36526

This instrument prepared by:

CAROLYN M. DOHN of

STONE, GRANADE & CROSBY, P.C.  
Attorneys at Law  
8820 U.S. Highway 90  
Daphne, Alabama 36526  
(251) 626-6696  
00362732

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, Jerry Volovecky, Jr., files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, Lot 1-B of Replat of Lot 1 Volovecky Split Subdivision, 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, Jerry Volovecky, Jr. for  
VOLOVECKY, JERRY SR ETAL  
VOLOVECKY, LOUI AND SE  
FAMILY LIMITED PARTNERSHIP, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne

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

**Requested zoning, if other than R-1:** PUD

**Any other conditions which may apply upon annexation:** Comprehensive Plan Amendment

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

DATED this 12<sup>th</sup> day of November 2025

Respectfully submitted by

Jerry Volovecky, Jr.

Name of Owner (Print)

Jerry Volovecky Jr.

Name of Owner (Signature)

STATE OF ALABAMA  
COUNTY OF BALDWIN

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

Given under my hand and official seal this the 12<sup>th</sup> day of November 2025

Mary Margaret Kinney

NOTARY PUBLIC

My commission expires 03/28/2026

Owner's Address

10130 VOLOVECKY DR

DAPHNE, AL 36526



**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 JVJ

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 JVJ

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

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 JVJ

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

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 12<sup>th</sup> day of November, 2025

Legal Description Attached (Exhibit A)? \_\_\_\_\_ Map or Survey Attached (Exhibit B)? \_\_\_\_\_  
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? \_\_\_\_\_ Acreage 4.37  
Subdivision Name Lot 1-B of Replat of Lot 1 Volovecky Lot Number(s) 1  
Split Subdivision

**Names and Signature of ALL property owners:**

Signature Jerry Volovecky, Jr. Signature \_\_\_\_\_  
Printed Name Jerry Volovecky, Jr. Printed Name \_\_\_\_\_  
Mailing Address 10139 VOLOVECKY DR Mailing Address \_\_\_\_\_  
DAPHNE, AL 36526



## ANNEXATION APPLICATION SUPPLEMENTAL LIST

- A. The applicant must attach deed(s) covering the entire subject property. If the applicant is not the current owner, then a signed statement allowing the applicant to act as an "authorized agent" must be provided.
- B. The applicant must provide a plat or certified survey of the subject property, including a written legal description matching the area to be annexed (Tax ID# may not be used as a legal description). The legal description must be also submitted in Word format via email or on cd. Applicant must sign a statement certifying that the submitted legal description accurately represents his/her request.
- C. The following list of supplemental information shall accompany the annexation petition at time of submittal:

- 1. **Application** signed by current property owner
- 2. **Letter of authorization** (authorization allowing the agent/representative to act on the owner's behalf)
- 3. Recorded **warranty deed** of the entire subject property as proof of ownership of the property
- 4. Copy of **current certified survey** as performed by an Alabama licensed surveyor. (As built drawings of the subject property will not be accepted in lieu of a certified survey). Appropriateness and acceptance is subject to the director's review of the survey in terms of age, improvements, etc.
- 5. **Legal description** of the area to be rezoned (provide 8½ x 11 copy and an electronic version may be submitted via e-mail) entitled "Exhibit A"
- 6. **Map** of property which illustrates present and proposed zoning (8-½ x 11, 11 x17 and 24x36 copies and a PDF) entitled "Exhibit B." The boundary survey may be used as "Exhibit B."
- 7. Optional: copies of **conceptual site layout** (8-½ x 11, 11 x17 and 24x36 copies and a PDF) entitled "Exhibit C."
- 8. A **transmittal letter** should be provided to ensure that all items have been provided

Submitted by: Charlie Tolman  
Owner or Authorized Agent

Received by: \_\_\_\_\_  
Planning Coordinator

<b>Office use only</b>	Date Submitted:	
	Date Processed:	
	Application#:	Complete at submittal: Yes / No

\_\_\_\_\_

**AUTHORIZATION LETTER**

DATE: October 1, 2025

DEAR CITY OF DAPHNE COMMUNITY DEVELOPMENT,

I, VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP  
*OWNER OF RECORD*

HEREBY AUTHORIZE Charles Trotman  
*NAME OF AUTHORIZED AGENT*

The Trotman Company, Inc.  
*(COMPANY NAME)*

TO REPRESENT ME AND TO ACT ON MY BEHALF WITH REGARD TO A REQUEST FOR  
ANNEXATION  
*TYPE OF APPLICATION OR REQUEST*

THIS AUTHORIZATION SHALL BE VALID FOR A PERIOD OF SIX MONTHS OR AS STATED BELOW:

\_\_\_\_\_  
*TIMEFRAME*

SINCERELY, \_\_\_\_\_

NAME & SIGNATURE OF ADDITIONAL OWNERS (AS NOTED ON THE RECORDED DEED)

Jerry Volovecky, Jr.  
*PRINTED NAME*

Jerry Volovecky, Jr. 11/12/2025  
*SIGNATURE* *DATE*

\_\_\_\_\_  
*PRINTED NAME*

\_\_\_\_\_  
*SIGNATURE* *DATE*

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_  
*DATE*

\_\_\_\_\_

EXHIBIT A

Lot 1-B, Replat of Volovecky Split Subdivision, according to the plat thereof, as recorded on Slide 0003046-C in the

Office of the Judge of Probate of Baldwin County, Alabama.

2233559  
 BALDWIN COUNTY, ALABAMA  
 PLAT NO. 15-000-218-000  
 SECTION 15, TOWNSHIP 15 SOUTH, RANGE 2 EAST

ADJACENT OWNERS  
 41-00-15-000-218-000 (LOT 2)  
 41-00-15-000-218-001 (LOT 3)  
 41-00-15-000-218-002 (LOT 4)  
 41-00-15-000-218-003 (LOT 5)  
 41-00-15-000-218-004 (LOT 6)  
 41-00-15-000-218-005 (LOT 7)  
 41-00-15-000-218-006 (LOT 8)  
 41-00-15-000-218-007 (LOT 9)  
 41-00-15-000-218-008 (LOT 10)  
 41-00-15-000-218-009 (LOT 11)  
 41-00-15-000-218-010 (LOT 12)  
 41-00-15-000-218-011 (LOT 13)  
 41-00-15-000-218-012 (LOT 14)  
 41-00-15-000-218-013 (LOT 15)  
 41-00-15-000-218-014 (LOT 16)  
 41-00-15-000-218-015 (LOT 17)  
 41-00-15-000-218-016 (LOT 18)  
 41-00-15-000-218-017 (LOT 19)  
 41-00-15-000-218-018 (LOT 20)

Prepared by:  
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 ENGINEERING AND SURVEYING  
 1405 WOODS OF WINDHAM DRIVE SUITE 100  
 FLORENCE, ALABAMA 36530  
 PHONE: 256-763-2229  
 FAX: 256-763-2228  
 www.gsa-inc.com

SHEET 2 OF 2  
 JOB #25-0540

**LEGEND**  
 ■ FOUND CONCRETE MONUMENT  
 ■ 8" PIPES  
 ○ UTILITY POLE 4"/6"  
 --- DRAINAGE AND UTILITY EASEMENT  
 --- PROPOSED WATER LINE  
 --- PROPOSED WASTE LINE

**CERTIFICATE OF APPROVAL BY**  
 BREWER UTILITIES  
 The undersigned, as authorized by BREWER UTILITIES hereby approves the within plat for the recording of the same in the Public Office of Baldwin County, Alabama, this day of JULY, 2025.

**CERTIFICATE OF APPROVAL BY**  
 BREWER UTILITIES  
 The undersigned, as authorized by BREWER UTILITIES hereby approves the within plat for the recording of the same in the Public Office of Baldwin County, Alabama, this day of JULY, 2025.

**CERTIFICATE OF APPROVAL BY**  
 ARRY  
 The undersigned, as authorized by ARRY hereby approves the within plat for the recording of the same in the Public Office of Baldwin County, Alabama, this day of JULY, 2025.

**CERTIFICATE OF APPROVAL BY**  
 BALDWIN COUNTY SOWER SERVICE  
 The undersigned, as authorized by BALDWIN COUNTY SOWER SERVICE hereby approves the within plat for the recording of the same in the Public Office of Baldwin County, Alabama, this day of JULY, 2025.

**CERTIFICATE OF APPROVAL BY**  
 BEHRENS WATER SYSTEM  
 The undersigned, as authorized by BEHRENS WATER SYSTEM hereby approves the within plat for the recording of the same in the Public Office of Baldwin County, Alabama, this day of JULY, 2025.

# FINAL PLAT REPLAT OF LOT 1 VOLOVECKY SPLIT SUBDIVISION

BEING A REPLAT OF LOT 1 ACCORDING TO VOLOVECKY SPLIT (A BALDWIN COUNTY FAMILY TRUST) PLAT NO. 15-000-218-000, SECTION 15, TOWNSHIP 15 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, EAST ONE-HALF OF SECTION 15, SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE ORIGINAL PLAT AND THE RECORDS OF THE PUBLIC OFFICE OF BALDWIN COUNTY, ALABAMA.

THE LOTS ARE 15 FEET WIDE AND 15 FEET DEEP, BEING 225 SQUARE FEET FROM THE CENTERLINE OF RIGHT OF WAY AT THE TIME OF RECORDING.

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

**LINE TABLE**

LINE NO.	BEARING	DISTANCE
1	S 89° 45' 00" E	15.00
2	S 00° 00' 00" E	15.00
3	S 89° 45' 00" W	15.00
4	S 00° 00' 00" W	15.00

**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
1+00.00	S 89° 45' 00" E	15.00	15.00
1+15.00	S 00° 00' 00" E	15.00	15.00
1+30.00	S 89° 45' 00" W	15.00	15.00
1+45.00	S 00° 00' 00" W	15.00	15.00

NO BUILDINGS OR OTHER STRUCTURES ARE TO BE LOCATED WITHIN THE EASEMENT AREAS.

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

PROPOSED FRONT AND REAR BOUNDARY LOT LINES: 15 FEET

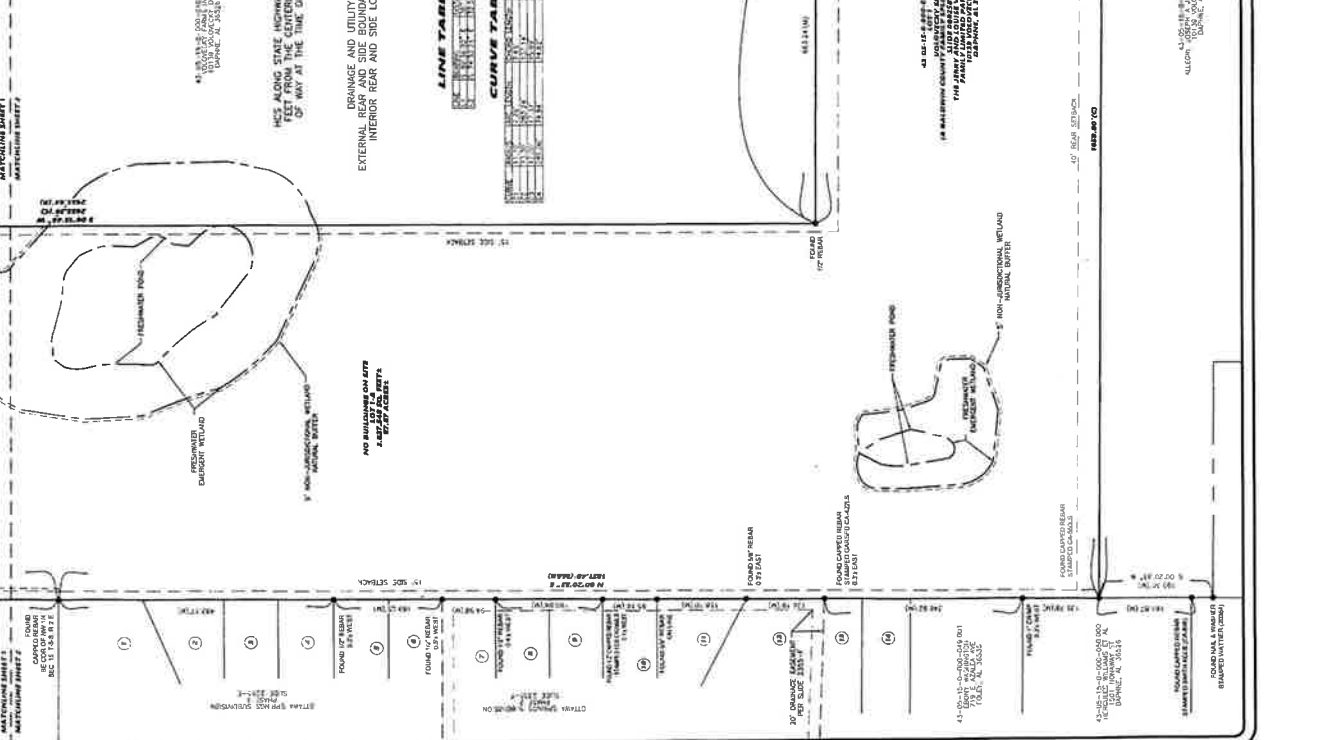
PROPOSED INTERIOR FRONT AND REAR LOT LINES: 10 FEET

PROPOSED INTERIOR FRONT AND REAR LOT LINES: 10 FEET

PROPOSED INTERIOR FRONT AND REAR LOT LINES: 10 FEET

PROPOSED INTERIOR FRONT AND REAR LOT LINES: 10 FEET

PROPOSED INTERIOR FRONT AND REAR LOT LINES: 10 FEET



ADJACENT OWNERS (continued)  
 41-00-15-000-218-019 (LOT 21)  
 41-00-15-000-218-020 (LOT 22)  
 41-00-15-000-218-021 (LOT 23)  
 41-00-15-000-218-022 (LOT 24)  
 41-00-15-000-218-023 (LOT 25)  
 41-00-15-000-218-024 (LOT 26)  
 41-00-15-000-218-025 (LOT 27)  
 41-00-15-000-218-026 (LOT 28)  
 41-00-15-000-218-027 (LOT 29)  
 41-00-15-000-218-028 (LOT 30)



QUIT CLAIM DEED

BALDWIN COUNTY, ALABAMA  
JUDGE ADRIAN T. JOHNS  
Filed/serl. 3/ 9/2009 9:52 AM  
Deed 7m \$ 250.50  
TOTAL \$ 372.50  
2 Pages

1166173



STATE OF ALABAMA:  
COUNTY OF BALDWIN:

KNOW ALL MEN BY THESE PRESENTS, that I, LOUISE VOLOVECKY, a married woman, the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, hereby acknowledged to have been paid to me by JERRY AND LOUISE VOLOVECKY, SR., FAMILY LIMITED PARTNERSHIP, the Grantee, do hereby REMISE, RELEASE, QUIT-CLAIM and CONVEY to the said Grantee all of my right, title, interest and claim in or to the following described real property, all of which is located in Baldwin County, Alabama to-wit:

North 30 acres of South half of Southeast quarter of Section 15, Township 5 South, Range 2 East;

West half of Northwest quarter of Southeast quarter of Section 15, Township 5 South, Range 2 East;

West half of Southwest quarter of Northeast quarter of Section 15, Township 5 South, Range 2 East;

West half of Northwest quarter of Northeast quarter of Section 15, Township 5 South, Range 2 East;

West half of West half of East half of Northwest quarter of Northeast quarter of Section 15, Township 5 South, Range 2 East;

West half of West half of Southwest quarter of Southeast quarter of Section 10, Township 5 South, Range 2 East.

This conveyance constitutes no part of the homestead interest of Grantor.

TO HAVE AND TO HOLD, unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, I have signed my hand and seal on this 9<sup>th</sup> day of

January, 2009.

Louise Volovecky  
LOUISE VOLOVECKY, Grantor

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public, in and for said State and County, hereby certify that **LOUISE VOLOVECKY**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and Notarial Seal on this 9<sup>th</sup> day of January, 2009.

*Debbie T. Galloway*  
NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 14, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Grantee's Address:

JERRY AND LOUISE VOLOVECKY, SR.,  
FAMILY LIMITED PARTNERSHIP  
10139 Volovecky Drive  
Daphne, AL 36526

This instrument prepared by:

Robert M. Galloway, Esq.  
**GALLOWAY, WETTERMARK, EVEREST,  
RUTENS & GAILLARD, L.L.P.**  
Post Office Box 16629  
Mobile, Alabama 36616-0629  
(251) 476-4493











# EXHIBIT C

CIVIL & TRANSPORTATION ENGINEERING • LAND SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE • PIPELINE ENGINEERING & SURVEYING

November 18, 2025

Adrienne D. Jones, AICP  
Director, Community Development  
City of Daphne  
1705 Main Street  
Daphne, AL 36526

Re: Transmittal Cover Letter – Daphne Corners Annexation

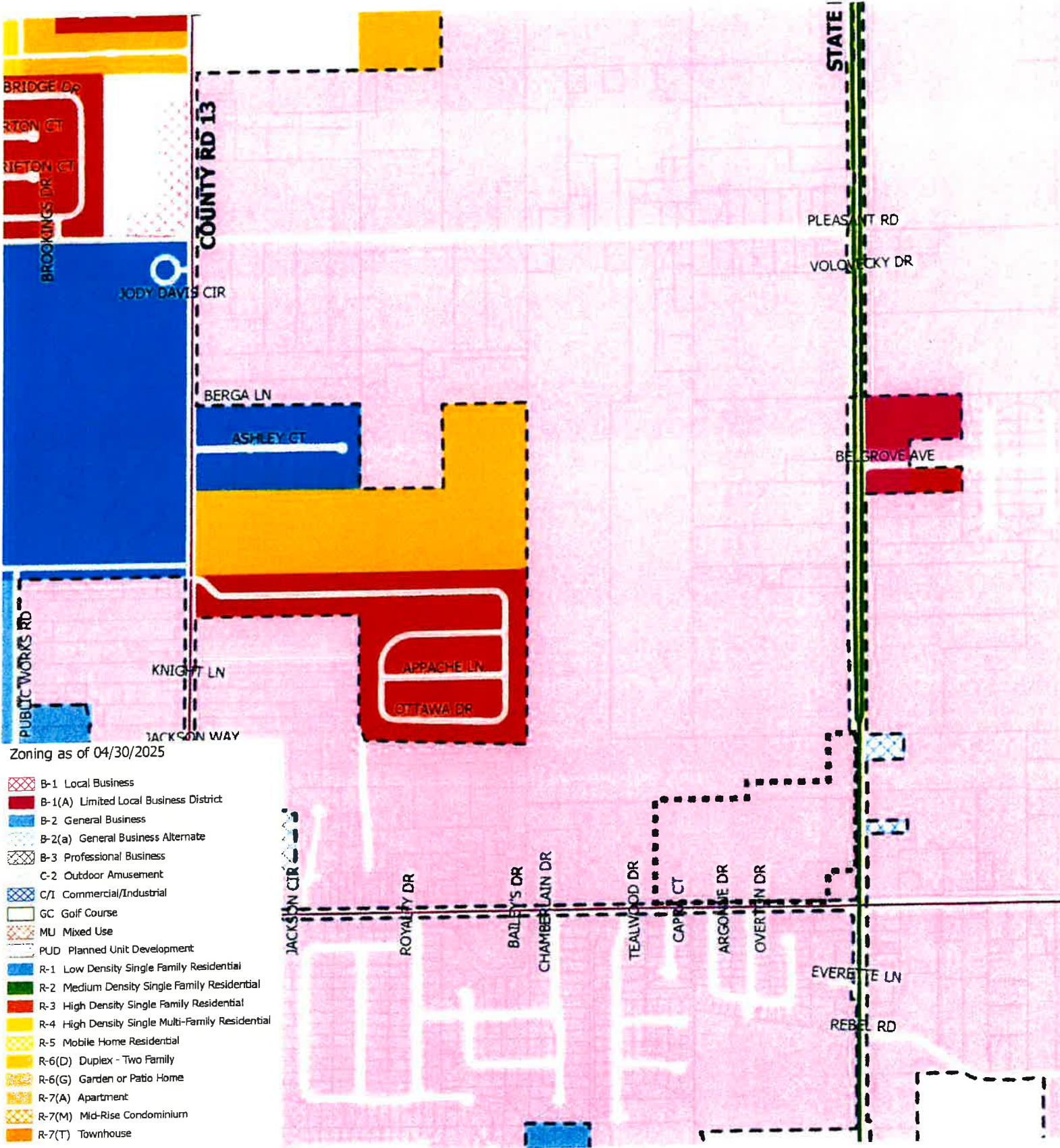
Dear Adrienne,

On behalf of Charles Trotman, Developer and Authorized Agent for Property Owners, Joseph Allegri, Jr. and Jerry Volovecky, Jr., we are submitting the applications for Comprehensive Master Plan Revision, Annexation, Rezoning and Comprehensive Plan Amendment for the upcoming December 2025 Planning Commission Public hearing. We have delivered to your department the signed application forms and all prescribed supplemental documents. The supplemental list is signed by the project manager as a testament thereof.

We appreciate the opportunity to collaborate during the review process. Please do not hesitate to contact us should any questions arise or if further clarification is needed. Thank you for your time and consideration.

Sincerely,  
Mark Gonzalez, P.E.  
President of Engineering  
For Gonzalez-Strength & Associates, Inc.

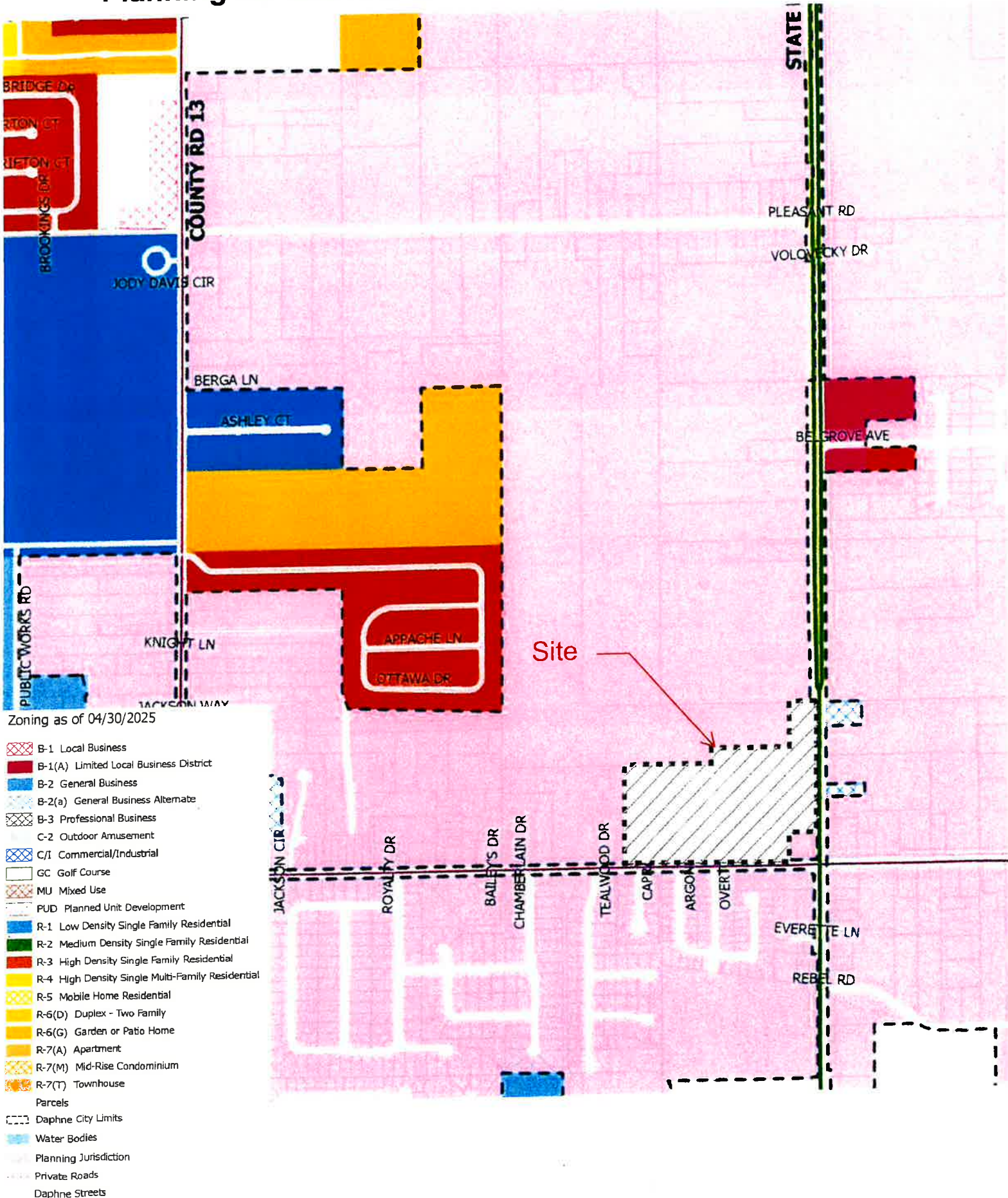
# Current Zoning Map



Zoning as of 04/30/2025

- B-1 Local Business
- B-1(A) Limited Local Business District
- B-2 General Business
- B-2(a) General Business Alternate
- B-3 Professional Business
- C-2 Outdoor Amusement
- C/I Commercial/Industrial
- GC Golf Course
- MU Mixed Use
- PUD Planned Unit Development
- R-1 Low Density Single Family Residential
- R-2 Medium Density Single Family Residential
- R-3 High Density Single Family Residential
- R-4 High Density Single Multi-Family Residential
- R-5 Mobile Home Residential
- R-6(D) Duplex - Two Family
- R-6(G) Garden or Patio Home
- R-7(A) Apartment
- R-7(M) Mid-Rise Condominium
- R-7(T) Townhouse
- Parcels
- Daphne City Limits
- Water Bodies
- Planning Jurisdiction
- Private Roads
- Daphne Streets

# Proposed Zoning Map Planning Jurisdiction to Planned Unit Development (PUD)



**BUILDING INSPECTION**



March 5, 2026

**REPORT TO THE CITY COUNCIL  
Pursuant to Section 9(e), Ordinance No. 2024-17**

To: Daphne City Council  
From: Eric Butler, Building Official (Appropriate Municipal Official)

**Re: 505 Van Avenue (Parcel ID No. 43-04-41-0-005-110.000) – Report  
Requesting Extension of Demolition Deadline (Resolution 2025-77)**

Council Members:

Pursuant to Section 9(e) of Ordinance No. 2024-17, I submit this report to advise the Council that the demolition ordered by Resolution 2025-77 for the unsafe structures located at **505 Van Avenue, Daphne, Alabama (Parcel ID No. 43-04-41-0-005-110.000)** cannot be accomplished within ninety (90) days of the passage of Resolution 2025-77, or by April 1, 2026, as previously extended by Resolution 2026-12.

Although the structure remains unsafe and subject to demolition as previously ordered by the Council, demolition cannot presently proceed due to pending injunctive proceedings in the Circuit Court of Baldwin County and the filing of civil litigation challenging the Council’s demolition order. The City’s authority to proceed is currently subject to the Court’s consideration of temporary and/or further injunctive relief, and this request for extension is made solely to allow the judicial process to run its course without altering the Council’s prior determination that the structure constitutes a public nuisance.

Proceeding with demolition prior to resolution of the pending court proceedings would be inconsistent with the court’s order and could subject the City to unnecessary legal risk. Accordingly, additional time is required to allow the City to comply with the court’s directives while preserving the Council’s prior nuisance determination and demolition order.

For these reasons, I recommend that the Council grant an extension of the demolition deadline through **May 1, 2026**. This requested extension is intended solely to accommodate the pendency of litigation and court-ordered restraint and does not constitute a waiver, reconsideration, or modification of the Council’s prior findings that the structure constitutes a public nuisance requiring demolition.

Respectfully submitted,

**Eric Butler**  
Building Official / Appropriate Municipal Official  
City of Daphne, Alabama



**Attorneys at Law**  
**Alabama**  
 Colorado  
 Florida  
 Georgia  
 Louisiana  
 Mississippi  
 North Carolina  
 South Carolina  
 Tennessee  
 Texas  
 Washington, DC

March 5, 2026

**Notice of Council Hearing**  
**Resolution to Extend Demolition Deadline (505 Van Ave.)**

**A. Patrick Dungan**  
 Partner  
 Admitted in Alabama  
 Direct: 251.650.0845  
 E-Fax: 251-706-3401  
 patrick.dungan@arlaw.com

Mayor, Council Members, and Interested Parties,

Attached please find (1) a report from the City’s Building Official requesting a second extension of the demolition deadline for the unsafe structure located at 505 Van Avenue, and (2) a draft resolution for consideration by the Daphne City Council.

The City Council will hold a hearing on the proposed resolution during its regularly scheduled meeting at **6:00 p.m. on Monday, March 16, 2026**, in the **Council Chambers at Daphne City Hall**. The purpose of the hearing is to consider whether to extend the current demolition deadline in light of the pending civil litigation and related injunctive proceedings in the Circuit Court of Baldwin County.

All interested persons will have an opportunity to be heard at that time.

If you have any questions in advance of the meeting, please feel free to contact me.

Sincerely,

**ADAMS & REESE LLP**

A. PATRICK DUNGAN

APD/pd

Enclosures

A copy of the foregoing notice and its enclosures shall be delivered to the Mayor and Councilmembers via email, and to the following Interested Persons via certified mail on March 5, 2026:

**JAMES KENDALL STALLINGS JR. REVOCABLE TRUST  
SALLY LOUISE STALLINGS REVOCABLE TRUST  
P.O. BOX 336, DAPHNE, ALABAMA 36526**

**JAMES KENDALL STALLINGS JR.  
8160 COUNTY ROAD 64  
DAPHNE, AL 36526**

**GREGG STALLINGS  
505 VAN AVE  
DAPHNE, AL 36526**

**STEVEN D. HAZELWOOD, ESQ.  
HAZELWOOD FIRM LLC  
82 PLANTATION POINTE #215  
FAIRHOPE, AL 36532**

With separate courtesy copies via email as follows:

**Steven Hazelwood** ([shazelwood@hazelwoodfirm.com](mailto:shazelwood@hazelwoodfirm.com))  
**Gregg Stallings** ([448@nym.hush.com](mailto:448@nym.hush.com))

**March 2, 2026  
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 Benjamin Hughes called the meeting to order at 6:02pm.

**ROLL CALL:**

**COUNCIL MEMBERS PRESENT:** Tommie Conaway, Steve Olen, Joel Coleman, Oliver Roberts and Benjamin Hughes

**COUNCIL MEMBERS ABSENT:** Jennifer Green and Stephanie Messinger

**Also Present:** Patrick Dungan, City Attorney; Mayor LeJeune; Chief Gulsby, Police; Chief Tacon, Fire; Troy Strunk, City Development; Andy Bobe, City Engineer; Charlie McDavid, Recreation; Bobby Purvis, Public Works; Kelli Reid, Finance; Emmie Powell, Library; Adrienne Jones, Planning; Ange Baggett, Events and Marketing; Emery Capstraw, Junior City Councilmember; Amber Lue, Junior City Councilmember; Lakyn Coggin, Junior City Councilmember; John Wallace Simpson, Junior City Councilmember; Isabella New, Junior City Councilmember; Cindy Beaudreau, City Clerk and Jessica Linne, Assistant City Clerk.

**INVOCATION/PLEDGE OF ALLEGIANCE:**

Invocation was given by John Wallace Simpson, Junior City Councilmember.

**2. APPROVE THE MINUTES:**

The minutes from the February 16, 2026 Regular Meeting were approved.

**3. REPORT OF STANDING COMMITTEES:**

**A. FINANCE COMMITTEE**

Councilwoman Conaway said the minutes from the February meeting are in the packet and gave the treasurer's report for January 2026: unrestricted fund balance - \$33,518,819; total cash balance - \$59,567,449; sales tax for December 2025 - \$2,751,184.20; lodging tax for December 2025 - \$124,699,82; debt summary for January 2026: warrants - \$27,561,132; capital leases: general fund - \$201,793; enterprise fund - \$745,844. She said the next meeting is March 16<sup>th</sup> at 4:30pm.

**B. BUILDINGS & PROPERTY COMMITTEE**

Councilwoman Messinger was absent. Council President Hughes said the next meeting is March 9<sup>th</sup> at 5:15pm.

**C. PUBLIC SAFETY COMMITTEE**

Councilwoman Green was absent. Council President Hughes said the next meeting is March 9<sup>th</sup> at 4:30pm.

**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE**

Councilman Roberts said the next meeting is April 6<sup>th</sup> at 4:30pm and the minutes from the February meeting are in the packet.

**E. PUBLIC WORKS COMMITTEE**

Councilman Coleman said the next meeting is April 6<sup>th</sup> at 5:15pm.

**MOTION by Councilman Coleman to reappoint Catherine Barnette to the Environmental Advisory Committee for a two-year term (March 2026 - March 2028). No second was needed.  
MOTION CARRIED UNANIMOUSLY.**

March 2, 2026  
CITY COUNCIL MEETING  
REGULAR BUSINESS MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:00 P.M.

**MOTION by Councilman Coleman to reappoint Justice Manning to the Environmental Advisory Committee for a two-year term (March 2026 - March 2028). No second was needed.  
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to reappoint R. Elliott Riser to the Environmental Advisory Committee for a two-year term (March 2026 - March 2028). No second was needed.  
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to appoint Victoria Phelps to the Environmental Advisory Committee for a two-year term (March 2026 - March 2028). No second was needed.  
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to appoint Stephen McArthur to the Environmental Advisory Committee for a two-year term (March 2026 - March 2028). No second was needed.  
MOTION CARRIED UNANIMOUSLY.**

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

**A. Board of Zoning Adjustments**

Mrs. Jones said the next meeting is March 5<sup>th</sup> at 6pm.

**B. Daphne Public School Commission**

**MOTION by Councilwoman Conaway to appoint Stephanie Messinger to the Daphne Public School Commission for a three-year term (March 2026 - March 2029). Seconded by Councilman Coleman.  
MOTION CARRIED UNANIMOUSLY.**

Council President Hughes said the next meeting will be March 23<sup>rd</sup> at 5:30pm at Daphne Elementary School and the minutes from the January meeting are in the packet.

**C. Downtown Redevelopment Authority**

Councilwoman Conaway said a Special Meeting will be held on March 4<sup>th</sup> at 5:30pm.

**D. Industrial Development Board**

Councilman Coleman said the next meeting is March 17<sup>th</sup> at 4:30pm.

**E. Library Board**

Councilman Olen said the next meeting is March 12<sup>th</sup> at 4:30pm.

**F. Planning Commission**

Councilman Olen said the next meeting is March 26<sup>th</sup> at 5:00pm.

**G. Recreation Board**

No report.

**March 2, 2026  
CITY COUNCIL MEETING  
REGULAR BUSINESS MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:00 P.M.**

**H. Utility Board**

Councilman Coleman said the next meeting is March 25<sup>th</sup> at 5:00pm.

**5. PUBLIC PARTICIPATION:**

Public participation opened at 6:09pm.

Liz Roberts, 6379 Jackson Oak, shared about the upcoming Eastern Shore Chamber of Commerce Jubilee Festival and asked the Council to consider closing a section of Main Street during the festival.

Victoria Phelps, Worchester Drive, shared her appreciation for the Police Department, Fire Department and Public Works for a great Mardi Gras season.

Public participation was closed at 6:11pm.

**6. MAYOR'S REPORT:**

Mayor LeJeune said that he is headed to Washington, DC from March 14-18, 2026 for the National League of Cities and to meet with Congressman Moore and others to discuss happenings in Daphne.

He thanked Fire Department, Police Department and Daphne Utilities for the First Responders Community Day.

He invited everyone to the upcoming Seeds Crawfish Boil on the evening of March 21<sup>st</sup> and the Daphne PD Pickleball Tournament on March 28<sup>th</sup>.

**7. CITY ATTORNEY REPORT:**

City Attorney said there was no report.

**8. DEPARTMENT HEAD COMMENTS:**

Chief Gulsby, Police, stated that Jubilee Smoke is participating in the Blues and BBQ festival and shared that the Code Enforcement and Traffic Divisions have moved to the precinct near Home Depot. He also shared that Lt Andrews will graduate the FBI Academy in the next few weeks.

Chief Tacon, Fire, spoke about the First Responders Community Day, shared that the driver testing is complete and there will be three promotions announced at the March 16<sup>th</sup> City Council meeting.

Ange Baggett, Marketing, shared that she will be attending the Alabama Legislative Tourism Bash. She said the Sunset Concert Series will begin March 22<sup>nd</sup> from 5:30pm-7pm, the Easter Egg Dash is on March 28<sup>th</sup> from 9am-12pm and the Arbor Day event is March 28<sup>th</sup> at 8am.

Bobby Purvis, Public Works, shared that his employees will be helping with all of the events on March 28<sup>th</sup> and that they had cleaned and painted the bollards at City Hall.

Charlie McDavid, Recreation, thanked employees who worked at the Animal Shelter last Saturday and shared that there will be animal adoptions on March 20<sup>th</sup> at Bryant Bank and on March 28<sup>th</sup> at the Easter Egg Dash.

**9. CITY CLERK'S REPORT:**

**MOTION by Councilman Coleman to designate Stephanie Messinger as the Voting Delegate at the Annual Convention of the Alabama League of Municipalities being held April 28-May 1, 2026, in Montgomery. Seconded by Councilwoman Conaway.  
MOTION CARRIED UNANIMOUSLY.**

March 2, 2026  
CITY COUNCIL MEETING  
REGULAR BUSINESS MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:00 P.M.

**MOTION by Councilman Coleman to approve the 38<sup>th</sup> Jubilee Festival of Arts on October 17-18, 2026, from 1:00am – 5:00pm with a road closure of Main Street from Magnolia Avenue to Randall Avenue. Seconded by Councilman Roberts.  
MOTION CARRIED UNANIMOUSLY.**

10. **RESOLUTIONS:**

- A. **2026 - 14** - Surplus: Old field lights-Softball Fields #1 & #4 - Trione Sports Complex
- B. **2026 - 15** - Finance (8) Police Ford Interceptors with Bryant Bank-\$485,000
- C. **2026 - 16** - Request to Reclassify Stanton Road to Minor Collector
- D. **2026 - 17** - Request to Reclassify Pollard/Jonesboro Road to Minor Collector

**MOTION by Councilman Coleman to waive the reading of Resolutions 2026-14, 2026-15, 2026-16 and 2026-17. Seconded by Councilman Olen.  
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Resolution 2026-14. Seconded by Councilman Olen.  
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Resolution 2026-15. Seconded by Councilman Olen.  
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Resolution 2026-16. Seconded by Councilman Olen.  
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Resolution 2026-17. Seconded by Councilman Olen.  
MOTION CARRIED UNANIMOUSLY.**

11. **2<sup>ND</sup> READ ORDINANCES:**

12. **1<sup>ST</sup> READ ORDINANCES:**

13. **COUNCIL COMMENTS**

Councilman Olen thanked the Fire Department and the Police Department for the First Responders Event and thanked City staff for their help at the Animal Shelter event.

Councilman Coleman thanked City staff for their help at the Animal Shelter event.

**March 2, 2026**  
**CITY COUNCIL MEETING**  
**REGULAR BUSINESS MEETING**  
**1705 MAIN STREET**  
**DAPHNE, AL**  
**6:00 P.M.**

Councilman Roberts thanked Victoria Phelps and Stephen McArthur for volunteering to serve on the Environmental Advisory Committee.

**16. ADJOURN:**

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:25PM.

Respectfully submitted by,

Certification of Presiding Officer,

---

Cindy Beaudreau, City Clerk

---

Benjamin Hughes, Council President

# City of Daphne Building Department

## 2022 / 2023 / 2024 / 2025 / 2026 Comparison Report

	Fee's Collected					Permit's Issued					CO's Issued				
	2022	2023	2024	2025	2026	2022	2023	2024	2025	2026	2022	2023	2024	2025	2026
Oct	\$84,303.63	\$47,086.96	\$83,607.35	\$143,569.06	\$77,524.20	308	192	223	213	189	40	28	32	17	25
Nov	\$91,672.49	\$50,279.03	\$27,758.62	\$58,210.00	\$219,396.48	351	286	166	142	216	30	36	23	12	9
Dec	\$128,605.99	\$57,070.59	\$40,344.17	\$50,271.68	\$36,647.91	296	216	181	150	245	53	36	33	25	12
Jan	\$259,810.62	\$33,804.54	\$163,953.56	\$80,404.50	\$44,321.08	350	152	295	173	120	36	33	25	20	11
Feb	\$129,315.56	\$44,081.76	\$84,412.27	\$37,199.09	<b>\$58,004.87</b>	292	169	229	163	<b>168</b>	32	31	23	20	<b>7</b>
Mar	\$116,358.20	\$30,603.28	\$57,825.99	\$320,154.95		431	181	240	165		84	44	24	16	
Apr	\$60,816.35	\$76,873.19	\$171,191.80	\$89,713.72		324	212	348	202		42	27	15	19	
May	\$65,454.25	\$147,875.62	\$207,947.06	\$155,349.01		306	288	368	211		48	20	30	17	
June	\$147,395.66	\$234,524.02	\$58,420.91	\$143,387.48		355	308	232	230		34	25	43	21	
July	\$87,733.72	\$100,809.42	\$69,318.38	\$78,117.48		305	267	273	185		23	13	33	15	
Aug	\$61,504.63	\$60,342.37	\$181,357.78	\$65,814.58		299	192	239	182		19	4	29	11	
Sept	\$140,065.18	\$108,322.22	\$189,261.78	\$106,073.70		328	<b>277</b>	344	147		40	34	20	15	
<b>Total</b>	<b>\$1,373,036.28</b>	<b>\$991,673.00</b>	<b>\$1,335,399.67</b>	<b>\$1,328,265.25</b>	<b>\$435,894.54</b>	<b>3945</b>	<b>2740</b>	<b>3138</b>	<b>2,163</b>	<b>938</b>	<b>481</b>	<b>331</b>	<b>330</b>	<b>208</b>	<b>64</b>
Percent +/-	<b>N/A</b>	<b>-27.78%</b>	<b>34.66%</b>	<b>-0.53%</b>		<b>N/A</b>	<b>-30.54%</b>	<b>14.53%</b>	<b>-31.07%</b>		<b>N/A</b>	<b>-31.19%</b>	<b>-0.30%</b>	<b>-93.64%</b>	

February FY2026 Building Inspections-

\$58004.87 Fee's Collected, 168 Permits issued, 7 Certificate Of Occupancies issued and 10 New Residential Homes permitted

Infirmary Health is in progress. The Croft at Daphne and Aldi are getting started.

**BUILDINGS & PROPERTY COMMITTEE MEETING**

**February 9, 2026 5:15 p.m.**

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

**MEETING MINUTES**

**MEMBERS PRESENT:** Councilman Hughes, Councilman Olen, Councilwoman Messinger, Councilwoman Green, and Councilman Coleman

**MEMBERS ABSENT:** Councilman Roberts and Councilwoman Conaway

**ALSO PRESENT:** Patrick Dungan, City Attorney; Troy Strunk, City Development; Mayor LeJeune; Eric Butler, Building Inspection; Jessica Linne, Interim City Clerk; Andy Bobe, City Engineer; Bobby Purvis, Public Works; Jennifer Rulon, Library; Charlie McDavid, Recreation; Kelli Reid, Finance; Emmie Powell, Library; and Ange Baggett, Marketing.

**1) CALL MEETING TO ORDER / ROLL CALL**

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

**2) MINUTES**

Councilman Messinger reviewed the minutes from the January 12, 2026 meeting.

**3) PUBLIC PARTICIPATION**

**4) BUILDING INSPECTION REPORT**

Eric Butler reviewed the Building Inspection report.

**5) CIVIC CENTER & BAYFRONT PAVILION REPORT**

Ange Baggett gave the Civic Center report.

**6) RECREATION REPORT**

Charlie McDavid gave the Recreation report. Jennifer Rulon gave the Senior Center report.

**7) LIBRARY REPORT**

Emmie Powell gave the Library report.

**8) FACILITIES REPORT**

Bobby Purvis gave the Facilities Report.

**9) OLD BUSINESS**

**10) NEW BUSINESS**

Troy Strunk and Patrick Dungan presented on the Infirmary TMC Lease Amendment.

**MOTION by Councilman Hughes to recommend to Council to authorize the Mayor to execute the First Amendment to Lease and Property Management Agreement with Gulf Health Hospitals, Inc. Seconded by Councilman Coleman.  
MOTION CARRIED UNANIMOUSLY.**

**11) ANY OTHER BUILDINGS AND PROPERTY BUSINESS**

Mayor LeJeune and Ange Baggett presented on the Centennial Committee.

**12) NEXT MEETING**

The next meeting is scheduled for Monday, March 9, 2026 at 5:15 p.m.

**13) ADJOURN**

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



# Equipment Proposal

(Pricing Valid for 30 days)

**Project Name:** City Hall Daphne  
**Prepared For:** Interested Bidders  
**Price Based On:** No plans or specs provided  
**Payment Terms:** Daikin Applied's Terms & Conditions of Sale; Factory; Freight included to first US Destination;  
 100% of Payment is due within 30 days of invoice date (no retainage allowed). Taxes not included.

**Proposal Date:** February 13, 2026  
**Mechanical Engineer:** N/A

HD

We are pleased to provide equipment pricing for your favorable consideration and review regarding the above referenced project in accordance with the standard terms and condition of sale attached to this document.



OMNIA Certified Proposal Number: R240901-AL- 379230

City of Daphne Membership ID: 4000071

Proposal is in accordance with Region 4 ESC contract# R240901  
available via OMNIA Partners

### LIST OF EQUIPMENT INCLUDED IN THIS PROPOSAL:

Qty	Equipment Item	Tag(s)
1	AGZ010F - Air-Cooled Scroll Chiller	CH-1
<p><b>Equipment Overview:</b></p> <ul style="list-style-type: none"> <li>• 157 Ton Scroll Chiller</li> <li>• 208/3 voltage</li> <li>• AC Fan Motors &amp; DC</li> <li>• Across-the-line starter</li> <li>• Single layer evaporator insulation (3/4" per layer)</li> <li>• Condenser Coil Louvers and Base Frame Wire Grilles</li> <li>• Epoxy coated Microchannel condenser coil</li> <li>• Factory freeze protection</li> <li>• Hot Gas Bypass</li> <li>• Single point power</li> <li>• Non-fused disconnect</li> <li>• HSCCR 65kA short circuit rating</li> <li>• Phase &amp; under/over voltage protection with LED indicators</li> <li>• BACnet communication interface kit</li> <li>• Thermal dispersion flow indicator</li> <li>• Factory installed strainer</li> <li>• Rapidrestore</li> </ul>		<p><b>Warranty / Startup:</b></p> <ul style="list-style-type: none"> <li>• (1) year entire unit parts and labor warranty</li> <li>• (5) year compressor parts warranty</li> <li>• Factory Startup Included</li> </ul> <p><b>Exclusions (not provided):</b></p> <ul style="list-style-type: none"> <li>• Rigging, piping and wiring</li> <li>• No refrigerant warranty</li> <li>• Pump package</li> <li>• Vibration isolation kits</li> <li>• Low sound package</li> <li>• Suction and discharge service valves</li> <li>• All other items not specifically mentioned in scope</li> </ul>

PRICING SUMMARY:	PRICE (EXCLUDING TAXES):
Base Bid	\$ 133,505.15

**Due to the current market situation, this price is valid for 30 days. All items must be approved & released for construction with a valid Purchase Order within this timeframe. If a longer timeframe is needed, please contact your Sales Representative.**

Thank you for your consideration of Daikin Applied for this project. If you have any questions, or if I can be of further assistance, please do not hesitate to contact me. I can be reached by phone or email as shown below.

Sincerely,

Cost = \$213,494.15  
 Grant = <61,061.00>  
 152,433.15

Materials 133,505.15  
 Labor 64,989.00  
 Contingency 15,000.00  
 \$213,494.15



Hayden Dudley  
Field Sales Engineer  
Cell: 251-752-7955  
Email: [hayden.dudley@daikinapplied.com](mailto:hayden.dudley@daikinapplied.com)  
Daikin Applied - Direct Sales Office – Gulf Coast

**DAIKIN APPLIED AMERICAS INC.**  
**Terms & Conditions of Sale (United States & Canada)**

**Governance Clause for National Cooperative Contract Proposals**  
**OMNIA**

This proposal for the sale of Daikin Applied's services, parts, and/or equipment, including the pricing and scope of work as described herein, is subject to the terms and conditions of and will be governed exclusively by Region 4 ESC Contract # R240901 ("OMNIA"), incorporated herein by reference. Any other terms and conditions, including those that may be contained in customer's Purchase Order or other customer documents, will have no force or effect unless mutually agreed to by the Parties. The OMNIA contract is available through OMNIA Partners at:

OFFICE OF THE GOVERNOR

**KAY IVEY**  
GOVERNOR



ALABAMA DEPARTMENT OF ECONOMIC  
AND COMMUNITY AFFAIRS

**KENNETH W. BOSWELL**  
DIRECTOR

**STATE OF ALABAMA**

February 17, 2026

The Honorable Robin LeJeune, Mayor  
City of Daphne  
PO Box 400  
Daphne, AL 36526

Dear Mayor LeJeune:

**RE: Energy Efficiency and Conservation Block Grant Program  
Subaward Agreement No. 3EECBG DOE02**

I am pleased to enclose the above-referenced subaward agreement. This agreement provides funding of **\$61,061.00** for your Energy-Efficient Retrofits of Local Governments project. Please sign, make a copy for your records, and return the original to the Energy Division of the Alabama Department of Economic and Community Affairs (ADECA).

Please contact your Program Manager, Paxton Brothers, at 334-353-5951 or [paxton.brothers@adeca.alabama.gov](mailto:paxton.brothers@adeca.alabama.gov) should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "K. W. Boswell".

Kenneth W. Boswell  
Director

Enclosure

cc: Kelli Reid, Finance Director

**SUBAWARD AGREEMENT  
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM**

THIS SUBAWARD AGREEMENT (“Agreement”) is effective as of this **1st** day of **January, 2026** by and between the **City of Daphne** (“Subrecipient”) and the Alabama Department of Economic and Community Affairs (“ADECA” or “Department”).

**Subrecipient Name:** City of Daphne

**Subrecipient UEI Number:** LDHSFAMW4L68

**Federal Award Identification Number (“FAIN”):** DE-SE0000297

**Federal Award Date:** October 1, 2023

**Subaward Period of Performance Start and End Date:** January 1, 2026 - September 30, 2026

**Subaward Budget Start and End Date:** January 1, 2026 - September 30, 2026

**Amount of Federal Funds Obligated by This Action:** \$61,061.00

**Total Amount of Federal Funds Obligated to the Subrecipient:** \$61,061.00

**Total Amount of Federal Award:** \$61,061.00

**Federal Award Project description:** Energy-Efficient Retrofits of Local Governments

**Name of Federal Awarding Agency:** Department of Energy

**Pass-through Entity:** Alabama Department of Economic and Community Affairs

**Contact Information for Awarding Official:** Kenneth W. Boswell, Director

**Identification of Whether the Award is Research and Development:** No

**Indirect Cost Rate for the Federal Award:** 0.00%

**AL Number and Name:** 81.128 - Energy Efficiency and Conservation Block Grant Program

**A. OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS**

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Requirements; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

## **B. REQUIRED TERMS UNDER 2 C.F.R. § 200.327**

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

### **1. TERMINATION**

A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

**Termination for Convenience.** This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

**Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient, and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

### **2. HEARING ON APPEAL**

The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then the Subrecipient shall have no further right of appeal.

A hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter provided by the Department to the Subrecipient.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, contractors, during the performance of this Agreement, hereby agree as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

### **3. DAVIS-BACON ACT and COPELAND “ANTI-KICKBACK” ACT**

In the event this Agreement or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the Contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141–48, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland “Anti-Kickback” Act, the Department shall report such violation to the Federal awarding agency.

### **4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event this Agreement or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701–08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

### **5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **6. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT**

In the event this Agreement or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. § 1251–1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

## **7. DEBARMENT AND SUSPENSION**

The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See 2 C.F.R. § 180.300). The Excluded Parties List System is available for access from the System for Award Management website at <https://www.sam.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any subcontractor becomes debarred or suspended, and shall, at the Department’s request, take all steps required by the Department to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

## **8. BYRD ANTI-LOBBYING AMENDMENT**

In the event this Agreement or grant award is for an amount exceeding \$100,000, Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **9. PROCUREMENT OF RECOVERED MATERIALS**

The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a

manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

#### **10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES**

- (a) Subrecipients are prohibited from obligating or expending grant funds to:
- (1) Procure or obtain covered telecommunications equipment or services;
  - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in Section 889 of Pub. L. No. 115-232, “covered telecommunications equipment or services” means any of the following:
- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
  - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- (d) When a subrecipient accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

## **11. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (1) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **C. OTHER CLAUSES**

In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

### **1. WHISTLEBLOWER PROTECTIONS**

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

### **2. TOBACCO SMOKE**

Pub. L. No. 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083), prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.

### **3. DRUG-FREE WORKPLACE REQUIREMENTS**

In accordance with provisions of Title V, Subtitle D of Pub. L. No. 100-690 or No. 111-350 (41 U.S.C. § 8101 *et seq.*), the Drug-Free Workplace Act of 1988, all subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

### **4. TRANSPARENCY ACT**

Awards under Federal programs are included under the provisions of Pub. L. No. 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subawards, contracts and subcontracts in excess of \$30,000 through the System for Award Management (<https://www.SAM.gov>) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

### **5. POLITICAL ACTIVITY**

The Subrecipient shall comply with the Hatch Act (5 U.S.C. § 1501 *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

### **6. HUMAN TRAFFICKING PROVISIONS**

This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

### **7. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

As stated in Section 507 of Pub. L. No. 103-333, it is the sense of Congress that, to the extent practicable, all equipment and product purchases with funds from this Agreement should be American-made.

### **8. MANDATORY DISCLOSURES**

Pursuant to 2 C.F.R. § 200.113, the Subrecipient must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.

## **9. NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

## **10. CONFLICTING PROVISION**

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

## **11. IMMUNITY AND DISPUTE RESOLUTION**

The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

## **12. DISCLAIMER**

ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death,

arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

### **13. ACCESS TO RECORDS**

The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period but shall last as long as the records are retained.

### **14. ASSIGNABILITY**

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto; provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

### **15. CONTINGENCY CLAUSE**

It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal funds, the amount of this Grant Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

### **16. CONFLICT OF INTEREST**

A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual or a board member of the firm or organization, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subawards.

## **17. INDIRECT COST**

In accordance with 2 C.F.R. § 200.332(b)(4) and § 200.414, Subrecipients of Federal awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will accept a Federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the Subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same Subrecipient, or the 15% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients can allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal award. Once chosen, the method must be used consistently for all Federal awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

## **18. AUDIT REQUIREMENTS**

All subrecipients of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Subrecipients that expend \$1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov

Alabama Department of Economic and Community Affairs  
ATTENTION: Chief Auditor  
401 Adams Avenue  
P.O. Box 5690  
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov

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

**19. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS**

The Subrecipient certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

**20. SUSPENSION OF PAYMENTS**

Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

**21. DISCLOSURE STATEMENT**

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to the Department for all grant proposals in excess of \$25,000.00 and all proposed contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 of the Alabama Code or any law requiring formal solicitation procedures for public contracts.

**22. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 *et seq.*; Ala. Code § 41-4-110 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Ala. Code § 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing this Agreement, the parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation

of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

By signing the contract, the Subrecipient affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

### **23. RECORD RETENTION**

Records shall be kept for a period of six (6) years from the submittal of the final financial report or receipt of final payment with the exception of the following qualification, whichever is the latest: If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The Subrecipient will provide the Department, the Comptroller General of the United States, or any of their authorized representatives access to any pertinent books, documents, papers or other records in order to make audits, examinations, excerpts and transcripts. NOTE: Property/equipment records should be kept for six (6) years from date of disposition. Retention of records involving competitive bids should comply with Ala. Code § 41-16-54(e), as applicable, which requires a retention period of at least seven (7) years.

### **24. REPORTING REQUIREMENTS**

The Subrecipient shall submit to the Department periodic reports of programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by the Department. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement.

### **25. FIDELITY BONDING**

Subrecipients shall be required to carry fidelity bonds for individuals in positions of fiscal responsibility in the amount of \$250,000.00 or the highest cash advance.

### **26. CHANGES**

ADECA or Subrecipient may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon between ADECA and Subrecipient, must be incorporated in written Amendments to this Agreement and approved by ADECA prior to implementation and require the Subrecipient to submit revised Work Programs and Budget Revisions.

### **27. COVENANT AGAINST CONTINGENT FEES**

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, ADECA shall have the right to annul this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

## **28. PROJECT PROSPOSAL AND ATTACHMENTS**

The Subrecipient agrees to implement the project described in the Energy Efficiency and Conservation Block Grant (EECBG) Program proposal entitled “Energy-Efficient Retrofits of Local Governments,” which is hereby incorporated by reference as part of this Agreement. The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are Attachment A: Scope of Work, and Attachment B: Budget.

## **29. PROPERTY MANAGEMENT**

No equipment may be purchased with the funds provided by ADECA under this Agreement without the prior written approval of ADECA. Equipment is defined by 2 C.F.R. § 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000.

ADECA shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by ADECA.

The Subrecipient shall comply with Property Acquisition and Management Standards of 2 C.F.R. Part 200, as implemented by DOE Rules of Financial Assistance (2 C.F.R. Part 910).

## **30. HISTORIC PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. To fulfill the requirements of Section 106, the Subrecipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 C.F.R. Part 800.

SHPO contact information is available at the following link:

<https://www.nps.gov/subjects/nationalregister/state-historic-preservation-offices.htm>

THPO contact information is available at the following link: <http://www.nathpo.org/thpo-search/>

Section 110(k) of the NHPA applies to DOE funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the DOE Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. The Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

### **31. USE OF PROGRAM INCOME**

If the Subrecipient earns program income during the project period as a result of this Award, the Subrecipient must add the program income to the funds committed to the Award and use it to further eligible project objectives. All unexpended program income funds shall be returned to the Department as soon as possible after the end of the performance period.

### **32. UNEXPENDED FUNDS**

No funds advanced or reimbursed to the Subrecipient under the terms of this Agreement shall be obligated after the termination or the performance end date of the Agreement. For the purpose of clarification, this shall be either the performance end date set forth in this Agreement or in subsequent amendments; an earlier date mutually agreed upon by the two parties; or a termination date set forth by the Department for non-compliance with provisions of this Agreement. In any event, the Subrecipient shall be allowed thirty (30) days after the expiration or termination of this Agreement for the settlement of all claims and obligations incurred in the performance of the agreement, provided such claims and obligations are not made after performance end date of this Agreement. All unexpended funds shall be returned to the Department as soon as possible after the expiration or termination thereof, but not to exceed thirty (30) days from the date of the expiration or termination of this Agreement.

### **33. LOBBYING RESTRICTIONS**

By accepting funds under this award, the Subrecipient agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913 and 45 C.F.R. Part 93. This restriction is in addition to those prescribed elsewhere in statute and regulation. The Subrecipient shall also comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) as described on page 6 of this Agreement.

### **34. AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED**

The Subrecipient shall comply with all applicable requirement of the Americans with Disabilities Act of 1990, amended by the ADA Amendments Act of 2008 (Public Law 110-325), which became effective January 1, 2009.

### **35. CONSTRUCTION PROHIBITIONS**

Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.

### **36. NATIONAL ENVIRONMENTAL POLICY ACT**

The Subrecipient is restricted from taking any action using Federal Funds for projects under this award that would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to the U.S. Department of Energy providing a final National Environmental Policy Act (NEPA) determination regarding these projects.

IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**Alabama Department of Economic and Community Affairs**


**City of Daphne**

  
\_\_\_\_\_  
Kenneth W. Boswell                      2/3/2026  
Director    Date

\_\_\_\_\_  
Authorized Official    Date

\_\_\_\_\_  
Title

*This Agreement has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.*

  
\_\_\_\_\_  
Richard L. DeWeese                      1/20/26  
General Counsel    Date

**Subrecipient Name: City of Daphne**  
**Subaward Agreement No. 3EECBG DOE02**

**ATTACHMENT A**  
**SCOPE OF WORK**  
**JANUARY 1, 2026**

The Subrecipient shall perform the following tasks:

- A. Replace existing chiller system with an updated energy-efficient chiller system.
- B. Receive EECBG Subrecipient training from the Energy Division.
- C. Prepare and submit invoice(s), Program Status Reports (PSRs), and a Final Narrative Report.
- D. Any and all provisions contained in the application as submitted, or negotiated, and not specifically referenced by this Scope of Work.

Subrecipient Name: City of Daphne  
 Subaward Agreement No. 3EECBG DOE02

**ATTACHMENT B  
 PROJECT BUDGET  
 JANUARY 1, 2026**

<u>Cost Categories</u>	<u>Award Amount</u>	<u>Matching Contribution</u>	<u>Total Project Amount</u>
Personnel	\$ -	\$ -	\$ -
Fringe	\$ -	\$ -	\$ -
Supplies & Materials	\$ -		\$ -
Contractual	\$ -	\$ 27,830.00	\$ 27,830.00
Travel	\$ -	\$ -	\$ -
Equipment	\$ 61,061.00	\$ 159,648.00	\$ 220,709.00
Other	\$ -	\$ -	\$ -
Indirect Cost (0.00%)	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b><u>\$ 61,061.00</u></b>	<b><u>\$ 187,478.00</u></b>	<b><u>\$ 248,539.00</u></b>

**February 9, 2026**  
**PUBLIC SAFETY MEETING MINUTES**  
**1705 MAIN STREET**  
**DAPHNE, AL**  
**4:30 P.M.**

**1. CALL TO ORDER:**

There being a quorum present, the meeting was called to order at 4:30 p.m. by Councilwoman Green.

**2. ROLL CALL:**

**COUNCIL MEMBERS PRESENT:** Councilmen Joel Coleman, Benjamin Hughes, Steve Olen and Councilwomen Stephanie Messenger and Jennifer Green.

**ABSENT:** Councilman Oliver Roberts and Councilwoman Tommie Conaway.

**Also Present:** Mayor LeJeune, City Attorney; Patrick Dungan, Troy Strunk, Fire Department; Chief Lamar Green, Police Department; Captain Smith, Interim City Clerk; Jessica Linne, Recording Secretary; Christina Brazell.

**Junior City Council present:** Lakyn Coggin and Isabella New

**3. PUBLIC PARTICIPATION:**

None

**4. APPROVAL OF MINUTES FROM PREVIOUS MEETING**

Minutes from January 2026 Public Safety meeting approved as presented.

**5. POLICE DEPARTMENT – Captain Smith**

**Old Business:** None

**New Business: (Stats provided)**

AML Parade – no issues to report, one arrest made regarding an incident that began at Buffalo Wild Wings and ended in the parking lot of the Civic Center.

CID- all evidence from Justice Center transported to Annex this week.

Doug Lewis Case – sentenced to life.

Staffing – Police applications reviewed, out of the 25, 2 candidates are moving forward with background checks.

Crossing Guard position – 2 applications as of today. Discussion to have HR and Marketing to look at the pay and possibly adjusting to Thirty dollars an hour.

Discussion about traffic signals at crosswalks near the schools.

**February 9, 2026  
PUBLIC SAFETY MEETING MINUTES  
1705 MAIN STREET  
DAPHNE, AL  
4:30 P.M.**

**6. FIRE DEPARTMENT: - Chief Lamar Green**

**Old Business:** None.

**New Business: (Stats provided)**

Ride in justifications information sheet provided by Chief Green.

Chief Tacon attending Fire Chief's Conference this week.

Priority Dispatch explained to new Council members.

Fire Department training discussed. (Hazmat & ACLS)

Staffing – lost one employee to Orange Beach recently.

Mutual Aid Discussion. Billing Discussion to be added to next month's Agenda.

**7. OTHER BUSINESS:**

At Coffee with the Mayor, crosswalk issues were discussed. Residents of the Ottawa Springs neighborhood requested flashing lights at the crosswalk for safety.

**Adjournment 5:10 p.m.**

Daphne Downtown Redevelopment Authority

Thursday, February 19, 2026

5:30 p.m.

Attendees: Daphne Robinson, Chairperson; Monica Kurth, Vice Chair; Dayna Oldham, Treasurer; Jason Goffinet, Member; Laura Johnson, Member; Steve Olen, City Council; Jessica Linne, Asst. City Clerk; Cindy Beaudreau, City Clerk

Absent: Adam Campbell, Member; Pamela Marks, Member; Tommie Conaway, City Council

A. Call to Order:

- a. Prayer/Pledge of Allegiance
- b. Member present roll Sheet / Greet Public Participants
- c. Approve minutes
  - i. Minutes unanimously approved as submitted

B. Public Participation

- a. Maddie Barnes, Daphne H.S. student, observer
- b. Troy Strunk, Executive Director of City Development, provided clarification on building site sidewalk requirements for ADA compliance at the beginning of the meeting

C. Treasurer Report

- a. See addendum

D. City Council Update

- a. New City Clerk, Cindy Beaudreau, has started in her official capacity as of Monday, February 16, 2026
- b. Road re-paving project of CR 64 began Monday, February 9, 2026

E. Committee Progress Reports

- a. Main Street Development/ Sidewalk: Daphne Robinson / Troy Strunk
  - i. Adjustments need to be made to the existing sidewalk in order to make it wheelchair accessible and pedestrian safe. Existing walkway will be cut out, ramp sloped down making it a handicap ramp while allowing the side walk to be flush and usable. The projected cost is \$2,854.00 to pull up the sidewalk, repour concrete so that it is flush and wheelchair accessible.

Motion: Dayna motions to approve \$3,000 to remove and replace existing sidewalk with alterations to include an ADA ramp. Laura seconds, all in favor, motion passes unanimously.

b. Items for VRBO: Laura Johnson

- i. Detailed items list submitted to DRA February 11, 2026 at 1:40 p.m.
- ii. DRA committee agrees to have Book Montrose switch out temperature controls allowing them to regulate remotely via mobile application.
- iii. Clarification on 4 wall mounted TVs, Roku brand, as opposed to free standing for the 2 bedrooms and 2 living rooms

c. Furniture Committee: Monica Kurth/Dayna Oldham

- i. Bathroom fixtures and mirror order arrived with one mirror damaged in shipping. Replacement mirror already received and installed.
- ii. Request to obtain a conditional certificate of occupancy in order to facilitate moving in furniture that has been ordered and available for delivery. Moving in the ordered furniture will eliminate storage fees.

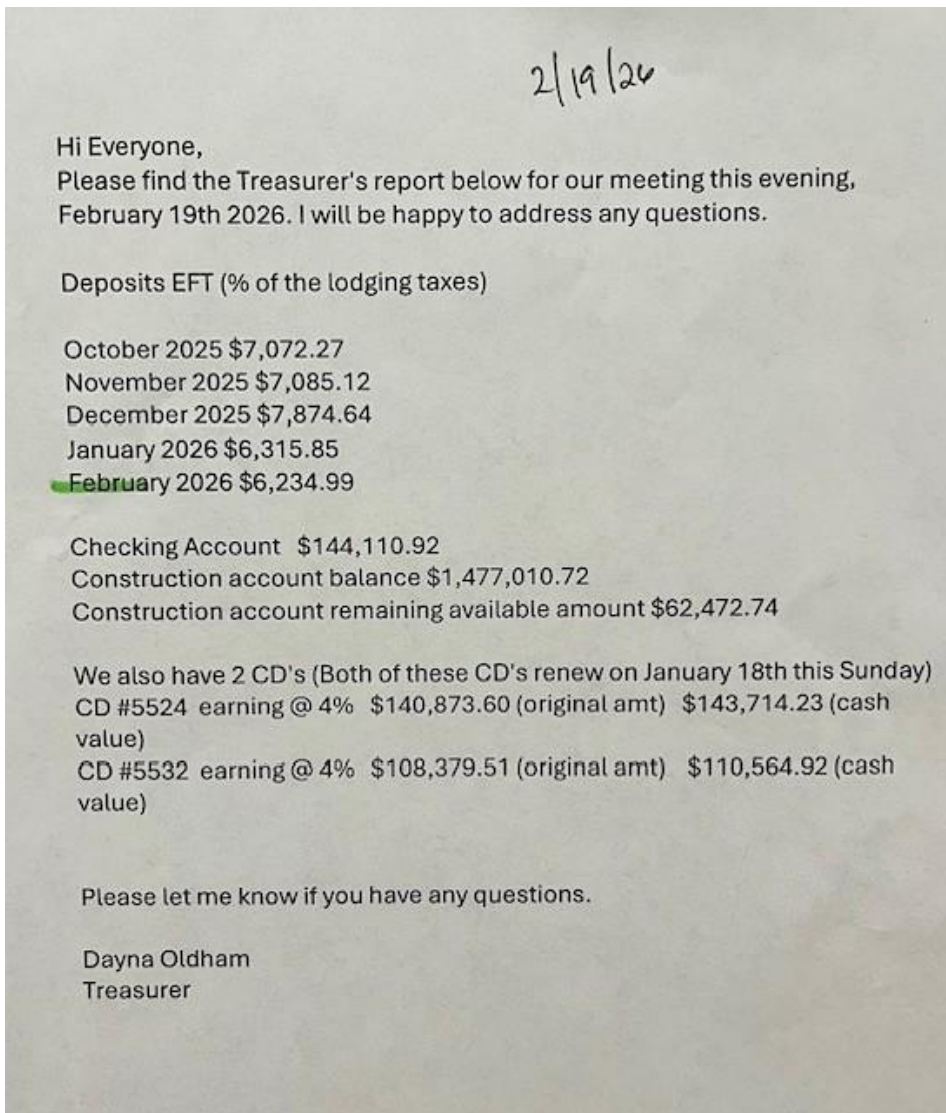
- iii. Built in bunk beds still open as an option
- iv. Recommendation to purchase home furnishings from local furniture store, Serenité Home on HWY 98 in Daphne ([www.serenitehome.net](http://www.serenitehome.net))
- d. Main Street Development: Daphne Robinson
  - i. Change order for the smoke detectors in place. The cost of the change is greater than \$10,000
  - ii. Pest control, termites: Mosquito Joe quote is \$575 to install termite stations, \$400 annual maintenance fee. Daphne to clarify if this will be a repair bond or something else. Arrow stated they are unable to quote until C/O is obtained.
  - iii. Building insurance for entire edifice: Robertson agency quote of \$10,633.43 and Luckie Insurance Agency quote of \$8,600 which does not include general liability coverage
  - iv. Gates to be installed as specified by the architectural design drawings
  - v. Punch list: e-mail any items that need repair to Daphne by Monday February 23, 2026

F. New Business

- a. Next meeting: **March 4, 2026 at 5:30 p.m.**
- b. Adjourn


\*\*\*\*\*

Addendum:



**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**



DATE: March 4, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development   
SUBJECT: Planning Commission Minutes and Report

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of the January 22, 2026 and the report of the regular meeting of February 26, 2026 for placement on the March 16, 2026 City Council agenda for review.

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

ADJ/jv

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

**Call to Order:**

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

**Call of Roll:**

**Members Present:**

Kevin Spriggs, Secretary  
Bobby Purvis  
John Peterson, Vice Chairman  
Andrew Prescott, Chairman  
Richard Johnson  
Steve Olen  
Nathan Jones

**Staff Present:**

Adrienne Jones, AICP, Director of Community Development  
Jan Vallecillo, Planning Coordinator  
Patrick Dungan, Attorney  
Troy Strunk, Executive Director, City Development  
Andy Bobe, City Engineer

**New Business:**

**Approval of Minutes:**

The Chairman called for the first order of business: approval of minutes.

**The Chairman asked for input regarding the December 18, 2025 regular meeting minutes presented by staff. There being none, minutes stand approved as submitted.**

**Public Participation:**

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

The Chairman stated public participation will be opened shortly. He advised that The Sabal at Fish River, Phase 1 and associated agenda items have been tabled at the request of the applicant to the regular meeting of February 26, 2026.

If a public hearing is required, please hold your comments until that agenda item is heard. Otherwise, please feel free to come forward and speak during public participation.

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

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

**Rearranged Agenda Item:**

The Chairman called for the next order of business: Patch Place, Phases I and II Street Acceptance.

An introductory presentation was given by the agent, Jackson Berkbigler. He summarized the street acceptance as presented and noted that because Parker Lane, a previously owned Baldwin County right-of-way, was recently annexed, we are ready to move forward with our request to accept the internal rights-of-ways of Patch Place Subdivision, Phases I and II.

Chairman asked for staff comments. Mr. Bobe stated no comment.

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

**A motion was made by Mr. Olen and seconded by Mr. Jones to set forth a favorable recommendation to the City Council to accept the streets in Patch Place Subdivision, Phase I and II. There was no discussion. The motion carried unanimously.**

**Old Business:**

**Approval of Minutes:**

The Chairman called for the next order of business: approval of minutes.

**The Chairman asked for input regarding the November 20, 2025 regular meeting minutes presented by staff. There being none, minutes stand approved as submitted.**

The Chairman stated that The Sable at Fish River, Phase 1 and associated agenda items have been tabled at the request of the applicant to the regular meeting of March 26, 2026.

The Chairman called for the next order of business: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership Comprehensive Plan Amendment, Pre-Zoning Amendment and Annexation Petition.

An introductory presentation was given by the agent, Charlie Trotman. He summarized the pre-zoning request as presented on the agenda and noted the following: the proposed PUD development requires an amendment to the Comprehensive Plan changing the placetype from Traditional Neighborhood to Mixed-Use Corridor; the proposed development consists of a retail grocery store, retail and mixed uses, with multi-story buildings designed to provide convenient and safe vehicle access, pedestrian ways, compact development patterns where the buildings are located near the sidewalks to enhance the pedestrian environment.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

Mr. Trotman described the development as a mixed-use planned development for residential, commercial and service oriented uses consisting of approximately thirty-one point seven six acres located at the intersection of Alabama Highway 181 and County Road 64 with a the plan providing for an upscale, village-type environment, with outparcels offset to allow for rear parking with outparcel buildings to be placed in front of the apartment complex for an appealing look and visibility. Sidewalks will allow for a walkable community, green space, greenbelt, parks, and there will be limited access to Alabama Highway 181; an additional right turn lane at the intersection of Alabama Highway 181 and County Road 64; a traffic signal on County Road 64 aligning with Overton Subdivision; roundabout improvements at County Road 13; a grocery store with a pharmacy; a five or more acre detention facility for drainage; a comprehensive landscape plan with walkways and pedestrian crossings; multi-family residential with enhanced architectural designs with amenities such as fountains, dog park, club house and seating areas. He noted that the overall design is that of an Italian village with a blend of commercial uses, a luxury multi-family, anchored by a Walmart neighborhood grocery store with an entrance feature, monument signs and an Italian architectural theme set throughout the development.

Mr. Olen stated that staff is not in favor of the proposed increased size of the fuel sign and questioned whether that would be an issue.

Mr. Trotman stated we can live with that.

Mr. Olen stated that he was opposed to this development, but in consideration of the recent enhancements, it would be in best interest of the citizens to have this property annexed into the city.

Mr. Johnson noted there are three applications including a modification to the Comprehensive Plan, pre-zoning application and a request for annexation. He posed a question to staff asking whether the key points given in the presentation are satisfactorily included in the PUD narrative.

Mrs. Jones deferred to Mr. Strunk and thanked Mr. Trotman for the concession regarding the signage.

Mr. Strunk stated confirmed and commented that he is looking forward to the conceptual plan coming to fruition.

Mr. Johnson asked about an operation and maintenance plan and the improvements at County Road 64 and 13.

Mr. Trotman advised there will be an architectural review board to regulate, manage and/or oversee maintenance of the development; the traffic engineer and staff are designing the improvements to that intersection. He noted County Road 64 will have turn lanes and signalization at the intersection of Highway 181.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

---

Mr. Spriggs asked about the adjacent property located to the north and the city's stance on a future connection to the subject property.

Mr. Strunk referred to the Comprehensive Plan's goals regarding connectivity however at this time there is no requirement for a connection because that property is in the county and subject to county regulations.

Mrs. Jones cited the city's recent requirement for interconnectivity within recently approved Planned Unit Developments located on Highway 181 and on County Road 13.

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

**A motion was made by Mr. Johnson and seconded by Mr. Prescott to approve an amendment to the Comprehensive Plan and Resolution Number 2025-01. There was no discussion on the motion. The Motion carried unanimously.**

**A motion was made by Mr. Olen and seconded by Mr. Peterson to set forth a favorable recommendation to the City Council to pre-zone the subject property for Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership to a PUD, contingent upon modifications to the proposed PUD narrative as follows: modify section 6.1 to Roadway Improvements bullet point 5 to state, "Modifications to improve the CR-64/Highway 13 roundabout, as approved by staff; and, to strike section 10.5. There was no discussion on the motion. The Motion carried unanimously.**

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

**New Business:**

The Chairman called for the next order of business: The Church of the Highlands Belforest Water Tank #4 Planning Commission Approval and Site Plan Review.

An introductory presentation was given by the agent, John Byrd. He provided a summary of the site plan as presented on the meeting agenda and stated the placement of a water storage tank in a B-2(a) zoning district requires Planning Commission Approval.

The Chairman commented that Planning Commission Approval requires a public hearing and noted that the proposed water tower is an improvement to the entire Belforest Water System.

The Chairman for staff comments. Mr. Strunk commented that revisions to the plans require remediation and replacements of the trees located within utility easement and staff would like conditional approval.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

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

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

**A motion was made by Mr. Spriggs and seconded by Mr. Jones to grant Planning Commission Approval to The Church of the Highlands Belforest Water Tank #4. There was no discussion. The motion carried unanimously.**

**A motion was made by Mr. Jones and seconded by Mr. Prescott to approve the site plan for The Church of the Highlands Belforest Water Tank #4 landscape revisions, to include tree removal and replacement within the easement, must be submitted and approved by staff. There was no discussion. The motion carried unanimously.**

The Chairman called for the next order of business: Faulkner's Place at Rowan Oak, Phase Four Preliminary Subdivision Plat Review.

An introductory presentation was given by the agent, Chloe Kelly. She provided a summary of the preliminary subdivision plat review as presented on the meeting agenda and noted this is a part of the single-family portion of Rowan Oak PUD that was modified for the development of fee simple detached townhomes.

The Chairman asked for staff comments. Staff advised that comments have been addressed.

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

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

**A motion was made by Mr. Johnson and seconded by Mr. Jones to approve the preliminary subdivision plat for Faulkner's Place at Rowan Oak, Phase Four. There was no discussion on the motion. The Motion carried unanimously.**

The Chairman called for the next order of business: Faulkner's Place at Rowan Oak, Phase Five Preliminary Subdivision Plat Review.

An introductory presentation was given by the agent, Chloe Kelly. She provided a summary of the preliminary subdivision plat review as presented on the meeting agenda and noted this is a part of the single-family portion of Rowan Oak PUD that was modified for the development of fee simple detached townhomes.

The Chairman asked for staff comments. Staff advised that comments have been addressed.

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

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

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

**A motion was made by Mr. Peterson and seconded by Mr. Jones to approve the preliminary subdivision plat for Faulkner's Place at Rowan Oak, Phase Five. There was no discussion on the motion. The Motion carried unanimously.**

Chairman called for the next order of business: Louisa Marco Toler Revocable Trust Dated: July 24, 2024 Pre-Zoning Amendment.

An introductory presentation was given by the agent, Cathy Barnette. She summarized the pre-zoning request as presented on the agenda and noted that the zoning requested is consistent with the comprehensive plan and that the petition for annexation was not presented to the legislature in 2025 and that the associated pre-zoning application, previously approved by City Council, expired.

Mr. Strunk stated that Senator Elliott indicated that the bill will be signed and then placed on the Governor's desk the following week.

The Chairman questioned what happens if the legislative annexation occurs prior to the approval of the City Council.

Mr. Strunk stated that the effective date of the legislation is set so that the pre-zoning will occur before the annexation is final.

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

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

**A motion was made by Mr. Olen and seconded by Mr. Jones to set forth a favorable recommendation to the City Council to pre-zone the subject property to R-6(G), Garden or Patio Home, and B-2(a), General Business Alternate as presented for Louisa Marco Toler Revocable Trust Dated: July 24, 2024. There was no discussion. The motion carried. Mr. Johnson dissented.**

The Chairman called for the next order of business: Obama, LLC Zoning Amendment.

An introductory presentation was given by the agent, Chris Lieb. He summarized the rezoning request as presented on the meeting agenda and provided a proposed sketch for consideration.

The Chairman questioned whether the developer proposes to restrict some of the allowable uses in a B-1(a) zone.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

Mr. Lieb stated there are some. Some uses are allowed by right in B-1(a) that are not ones that the residents of Olde Towne or the City of Daphne would want on Main Street next door to Whit's.

Mrs. Jones commented that the restrictions would have to be in writing and recorded to be enforceable.

Mr. Dungan stated the Commission would have to make a favorable recommendation to the City Council subject to the applicant providing acceptable proof of recorded covenants to run with the land in order to restrict certain uses.

Mr. Johnson commented that a PUD document would specify the number of buildings, location, layout, address the concerns, and maximize the use of the property because professional office space may not be the highest and best use of the land.

Mr. Olen asked what uses are allowed in B-3.

Mr. Dungan read from the Land Use ordinance the uses allowed in a B-3 zone by right.

Mr. Johnson questioned whether residential is allowed in a B-3 zone.

Mrs. Jones stated any property zoned commercial can have a residential component.

Mr. Johnson commented if you can have mixed use in a commercial zone, then the best use of the property would be B-3.

Mr. Olen stated to say that some of the uses are wholly inconsistent is not strong enough, are not at all what the residents of Olde Towne Daphne want, the parking situation would be compounded exponentially so the property should remain B-3.

Mr. Spriggs stated we talk about planning and building communities, communities need community businesses. He stated that the marketplace will decide if a business is beneficial or not. He also agreed that the applicant should present a PUD with more details and define the type of development proposed.

The Chairman opened the floor for public hearing.

Jim Ayers, 897 Main Street, spoke in opposition, to express concerns about traffic.

Cathy Barnette, 612 Van Avenue, spoke in opposition, to express concerns about parking and traffic.

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

Mr. Lieb advised that the applicant understands the concerns that the community and is willing to record covenants that go with the land to restrict the property.

Mr. Olen stated that he would not vote for the rezoning unless the restrictions are provided in writing.

**A motion was made by Mr. Spriggs and seconded by Mr. Prescott set forth a favorable recommendation to City Council to rezone Obama, LLC. There was no discussion.**

Upon roll call vote,

Mr. Spriggs	Aye
Mr. Purvis	Nay
Mr. Peterson	Nay
Mr. Prescott	Aye
Mr. Johnson	Nay
Mr. Olen	Nay
Mr. Jones	Aye

The motion failed.

**A motion was made by Mr. Peterson and seconded by Mr. Olen set forth an unfavorable recommendation to City Council to rezone Obama, LLC. There was no discussion.**

Upon roll call vote,

Mr. Spriggs	Nay
Mr. Purvis	Aye
Mr. Peterson	Aye
Mr. Prescott	Nay
Mr. Johnson	Aye
Mr. Olen	Aye
Mr. Jones	Nay

The motion failed.

Mr. Lieb, the agent, requested to withdraw the application.

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

Mr. Dungan stated no report.

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

Mr. Spriggs commented about the implementation of planning in the Belforest area through interconnectivity between traditional zoning in Baldwin County, and PUD zoning in the City of Daphne, and advised that the marketplace should determine planning actions.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of January 22, 2026  
Council Chamber, City Hall - 5:00 P.M.**

---

---

Mr. Johnson commented about the Comprehensive Plan's projection of change and growth of local commercial businesses and restaurants in Olde Towne which is defined as a commercial urban core.

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

Director presented the upcoming meeting dates. Site Preview is February 18<sup>th</sup> and the Regular Meeting is February 26, 2026.

**There being no further business, the meeting was adjourned at 6:25 p.m.**

**Respectfully submitted by:**



Jan Allen, Planning Coordinator

**Approved:** February 26, 2026



Andrew Prescott, Chairman

**CITY OF DAPHNE  
PLANNING COMMISSION AGENDA  
REGULAR MEETING OF FEBRUARY 26, 2026  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Report



1. **CALL TO ORDER:** 5:00 p.m.
2. **CALL OF ROLL:** Andrew Prescott, Steve Olen, Kevin Spriggs, Bobby Purvis, Nathan Jones, Richard Johnson, Ida Ross Hicks and John Peterson
3. **APPROVAL OF MINUTES:** Review of minutes of the regular meeting of January 22, 2026. (**Approved**)
4. **PUBLIC PARTICIPATION:** None presented.
5. **OLD BUSINESS:**

A. **SABAL AT FISH RIVER MASTER PLAN REVIEW, EAST FISH RIVER PUD MODIFICATION, PLANNING COMMISSION APPROVAL AND SABAL AT FISH RIVER, PHASE 1 PRELIMINARY SUBDIVISION PLAT REVIEW:**

1. File MPR25-04: (**Tabled by the applicant to the regular meeting of March 26, 2026**)

Presentation to be given by Austin Lutz, Engineering Design Group, requesting master plan review of Sabal at Fish River Subdivision.

2. File AP25-17: (**Tabled by the applicant to the regular meeting of March 26, 2026**)

Presentation to be given by Austin Lutz, representative of Engineering Design Group, requesting an amendment to the East Fish River PUD Narrative.

3. File AP25-16: (**Tabled by the applicant to the regular meeting of March 26, 2026**)

Presentation to be given by Austin Lutz, Engineering Design Group, to request Planning Commission approval of a hybrid sewer system in lieu of the approved gravity sewer system. Reference LUDO Section 11-13(a) (2).

4. File SDP25-12: (**Tabled by the applicant to the regular meeting of March 26, 2026**)

**Subdivision:** Sabal at Fish River, Phase 1

**Zoning:** *PUD, Planned Unit Development*

**Location:** Five hundred feet northeast of the intersection of County Road 64 and Dixon Lane

**Area:** 190.78 Acres ±, 215 lots

**Owner:** East Fish River, LLC - Richard Inge

**Surveyor:** Engineering Design Group - Craig Johnson

**Engineer:** Engineering Design Group - Austin Lutz

6. **NEW BUSINESS:**

A. **LOT 6, DAPHNE BUSINESS PARK, UNIT THREE SITE PLAN REVIEW:**

1. File SP26-02: (**Approved with conditions as follows: 50-ft stream buffer to be shown on the site plan; storm water facility inspection report to be submitted; and, revised landscape plan to be reviewed and approved by staff**)

**Site:** Lot 6, Daphne Business Park, Unit 3

**Zoning:** *C/I, Commercial/Industrial*

**Location:** Northeast of Stanton Road and Profit Drive

**Area:** 0.60 Acres ±

**Owner:** Thomas Investment Holdings, L.L.C. - Trey Davis

**Engineer:** Wooten Engineering - Jason Wooten

**CITY OF DAPHNE**  
**PLANNING COMMISSION AGENDA**  
**REGULAR MEETING OF FEBRUARY 26, 2026**  
**COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Report

---

**B. DUTCH BROS SITE PLAN REVIEW:**

1. File SP26-03: **(Approved with conditions as follows: ADEM permit to be obtained)**

Site: Dutch Bros - Daphne

Zoning: *B-2, General Business*

Location: Southwest of Highway 31 and Alabama Highway 181, Lot 1AC, TimberCreek Village, Phase 2, Resubdivision of Lots 1 & 2

Area: 0.49 ± Acres

Owner: Baldwin AL Development, LLC - Vince Cave

Developer: DPG Single Tenant, LLC - Garrett Baker

Engineer: Duplantis Design Group - Evan Geerts

7. **ATTORNEY'S REPORT:** No report.

8. **COMMISSIONER'S COMMENTS:** None presented.

9. **DIRECTOR'S COMMENTS:** Director stated no report. Troy Strunk, Executive Director, advised that on February 24, 2026, the City of Daphne has legislatively annexed the following: Louisa Marco Toler Revocable Trust, Circle K, The Exchange and Coastal Church.

10. **ADJOURNMENT:** 5:10 p.m.



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260225154929979**



**Type License:** 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

**State:** \$1,000.00

**County:** \$0.00

**Trade Name:** LEGACY SPIRITS

**Filing Fee:** \$50.00

**Applicant:** SAI BLESSINGS LLC

**Transfer Fee:**

**Location Address:** 9475 US HIGHWAY 90; STE 110 DAPHNE, AL 36526

**Mailing Address:** 7343 SAYBROOK BLVD MOBILE, AL 36619

**County:** BALDWIN

**Tobacco sales:** YES

**Tobacco Vending Machines:** 0

**Product Type:**

**Type Ownership:** LLC

**Book, Page, or Document info:** 2019026841

**Do you sell Draft Beer?:** N/A

**Date Incorporated:** 05/15/2019

**State incorporated:** AL

**County Incorporated:** MOBILE

**Date of Authority:** 05/15/2019

**Federal Tax ID:** 84-1773954

**Alabama State Sales Tax ID:** R010474521

<b>Name:</b>	<b>Title:</b>	<b>Date and Place of Birth:</b>	<b>Residence Address:</b>
DIVYESH PATEL 9562545 - AL	OWNER	12/22/1974 INDIA	6168 CHARLESTON CT SARALAND, AL 36571
YOGESHWARIBEN HASMUKHBHAI 8787936 - AL	MEMBER	01/31/1984 INDIA	7343 SAYBROOK BLVD MOBILE, AL 36619

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

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

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

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

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



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260225154929979**



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

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

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

**Contact Person:** YOGESHWARIBEN PATEL  
**Business Phone:** 251-706-8886  
**Fax:**

**Home Phone:** 251-513-0484  
**Cell Phone:** 404-314-9611  
**E-mail:** divpatel29@gmail.com

**PREVIOUS LICENSE INFORMATION:**  
**Trade Name:**  
**Applicant:**

**Previous Vendor Number:**



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260225154929979**



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

Name of Property owner/lessor and phone number: REDSOUTH LLC 251-463-2888

What is lessors primary business? REAL ESTATE

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

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 1950

Display Square Footage: 1500

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school: 1 blocks

Nearest church: 1 blocks

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260225154929979**



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**



**Confirmation Number: 20260225154929979**

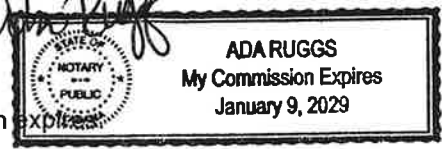
**Initial each**

**Signature page**

- YP** In reference to law violations, I attest to the truthfulness of the responses given within the application.
- YP** In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- YP** In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- YP** In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- YP** In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- YP** In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- YP** In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- YP** The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.  
 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
- YP** I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **YOGESHWARIBEN PATEL**  
 Signature of Applicant: **Y. H. PATEL**

Notary Name (print): **Ada Ruggs**  
 Notary Signature: *Ada Ruggs*



Application Taken:                      App. Inv. Completed:                      Forwarded to District Office:  
 Submitted to Local Government:                      Received from Local Government:  
 Received in District Office:                      Reviewed by Supervisor:                      Forwarded to Central Office:



**STATE OF ALABAMA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**CONSUMABLE HEMP PRODUCTS APPLICATION**

**Confirmation Number: 20260225154929979**



**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**

Does the club charge and collect dues from elected members? N/A

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

Are members admitted by written application, investigation, and ballot? N/A

Has Agent verified membership applications for each member listed? N/A

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

Agent's Initials:

For what purpose is the club organized?

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

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

**Special Retail**

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

**Special Events / Special Retail (7 days or less)**

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

**Other Explanations**

**Receipt Confirmation Page**

**Receipt Confirmation Number:** 20260225154929979  
**Application Payment Confirmation Number:** 116415762

Payment Summary	
Payment Item	Fee
Application Fee for License License 700	\$50.00
<b>Total Amount to be Charged</b>	<b>\$50.00</b>

**License Payment Confirmation Number:**

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS	\$0.00	\$1,000.00	\$1,000.00
<b>Total Amount to be Charged</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>

**Application Type**

Application Type: APPLICATION

**Applicant Information**

License Type 1: 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

License Type 2:

License Type 3:

License Type 4:

License Type 5:

License Type 6:

License Type 7:

License Type 8:

License Type 9:

License Type 10:

License County: BALDWIN

Business Type: LLC

Trade Name: LEGACY SPIRITS

Applicant Name: SAI BLESSINGS LLC

Location Address: 9475 US HIGHWAY 90; STE 110

DAPHNE, AL 36526

Mailing Address: 7343 SAYBROOK BLVD

MOBILE, AL 36619

Contact Person: YOGESHWARIBEN PATEL

Contact Home Phone: 251-513-0484

Contact Business Phone: 251-706-8886

Contact Fax:

Contact Cell Phone: 404-314-9611

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: OWNER

List of Current Members

The following individuals are the only members of: SAI BLESSINGS LLC

NAME: YOGESHWARDIBEN PATEL TITLE: MEMBER

NAME: DIMESH PATEL TITLE: MEMBER

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

YOGESHWARDIBEN PATEL  
PRINTED NAME OF MEMBER

M. H. PATEL  
SIGNATURE OF MEMBER

03-25-2026  
DATE





**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260225131711820**



**Type License:** 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

**State:** \$1,000.00

**County:** \$0.00

**Trade Name:** TOP SHELF LIQUOR

**Filing Fee:** \$50.00

**Applicant:** SAI SHARNAM LLC

**Transfer Fee:**

**Location Address:** 2200 US HIGHWAY 98; STE 7 DAPHNE, AL 36526

**Mailing Address:** 2200 US HIGHWAY 98; STE 7 DAPHNE, AL 36526

**County:** BALDWIN

**Tobacco sales:** YES

**Tobacco Vending Machines:** 0

**Product Type:** 03

**Type Ownership:** LLC

**Book, Page, or Document info:** 001-036-612 DLL

**Do you sell Draft Beer?:** N/A

**Date Incorporated:** 8/25/2022

**State incorporated:** AL

**County Incorporated:** BALDWIN

**Date of Authority:** 08/25/2022

**Federal Tax ID:** 88-3883636

**Alabama State Sales Tax ID:** R011575860

<b>Name:</b>	<b>Title:</b>	<b>Date and Place of Birth:</b>	<b>Residence Address:</b>
RITESH PATEL 9675519 - AL	MEMBER	2/14/1982 INDIA	7343 SAYBROOK BLVD MOBILE, AL 36619

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

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

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

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

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



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260225131711820**



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

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

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

**Contact Person:** RITESH PATEL  
**Business Phone:** 251-513-0484  
**Fax:**

**Home Phone:** 251-513-0484  
**Cell Phone:**  
**E-mail:** RITESH14FEB@GMAIL.COM

**PREVIOUS LICENSE INFORMATION:**

Trade Name:  
Applicant:

Previous Vendor Number:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260225131711820**



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

Name of Property owner/lessor and phone number: DAPHNE SQUARE INVESTORS LLC 251-476-0808

What is lessors primary business? SHOPPING CENTER RENTAL

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

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 2400

Display Square Footage: 1500

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
Confirmation Number: 20260225131711820



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260225131711820**



**Initial each**

**Signature page**

RP  
 RP

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

RP

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

RP

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

RP

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

RP

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

RP

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

RP

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

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

RP

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

Applicant Name (print): *Ritesh Patel*

Signature of Applicant: *Ritesh Patel*

Notary Name (print): *Dorothy Watson Carbell*

Notary Signature: *Dorothy Watson Carbell*

Commission expires: *10/23/28*

Application Taken:                      App. Inv. Completed:  
 Submitted to Local Government:  
 Received in District Office:          Reviewed by Supervisor:

Forwarded to District Office:  
 Received from Local Government:  
 Forwarded to Central Office:



**Receipt Confirmation Page**

**Receipt Confirmation Number:** 20260225131711820  
**Application Payment Confirmation Number:** 116410726

Payment Summary	
Payment Item	Fee
Application Fee for License License 700	\$50.00
<b>Total Amount to be Charged</b>	<b>\$50.00</b>

**License Payment Confirmation Number:**

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS	\$0.00	\$1,000.00	\$1,000.00
<b>Total Amount to be Charged</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>

**Application Type**

Application Type: APPLICATION

**Applicant Information**

License Type 1: 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS  
 License Type 2:  
 License Type 3:  
 License Type 4:  
 License Type 5:  
 License Type 6:  
 License Type 7:  
 License Type 8:  
 License Type 9:  
 License Type 10:  
 License County: BALDWIN  
 Business Type: LLC  
 Trade Name: TOP SHELF LIQUOR  
 Applicant Name: SAI SHARNAM LLC  
 Location Address: 2200 US HIGHWAY 98; STE 7  
 DAPHNE, AL 36526  
 Mailing Address: 2200 US HIGHWAY 98; STE 7  
 DAPHNE, AL 36526  
 Contact Person: RITESH PATEL  
 Contact Home Phone: 251-513-0484  
 Contact Business Phone: 251-513-0484  
 Contact Fax:  
 Contact Cell Phone:  
 Contact Email Address:  
 Contact Web Address:  
 Contact Relationship to Applicant: OWNER

ABE LWC

March 16<sup>th</sup> agenda

2026-6

DATE RECEIVED BY REVENUE DIV \_\_\_\_\_

2/26/26

CAC

DATE FORWARDED TO POLICE DEPT \_\_\_\_\_

2/26/26

CAC

DATE RECEIVED BY POLICE DEPT \_\_\_\_\_

2/26/2026

ICRF

DATE 2/26/2026 APPROVED

DISAPPROVED \_\_\_\_\_

POLICE DEPT SIGNATURE \_\_\_\_\_

DATE RETURNED TO REVENUE DIV \_\_\_\_\_

2/26/2026

ICRF

DATE FORWARDED TO CITY CLERK \_\_\_\_\_

2/26/26

CAC

DATE RECEIVED BY CITY CLERK \_\_\_\_\_

2/26/26

JL

SCHEDULED DATE ON AGENDA \_\_\_\_\_

Council Action:

APPROVED

DISAPPROVED

TABLED

COMMENTS: \_\_\_\_\_

Rescheduled for Council Agenda Date: \_\_\_\_\_

Council Action:

APPROVED

DISAPPROVED

TABLED

COMMENTS: \_\_\_\_\_

DATE RETURNED TO REVENUE DIV.: \_\_\_\_\_

DATE RETURNED TO TAXPAYER \_\_\_\_\_

OR TO ABC FIELD OFFICE \_\_\_\_\_ (per taxpayer request)



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20251202103648052**

Type License: **020 - RESTAURANT RETAIL LIQUOR** State: County:  
 Type License: State: County:  
 Trade Name: **ISLAND WING COMPANY** Filing Fee:  
 Applicant: **DAPHNE IWC LLC** Transfer Fee: **\$50.00**  
 Location Address: **29740 URGENT CARE DR STE A DAPHNE, AL 36526**  
 Mailing Address: **29740 URGENT CARE DR STE A DAPHNE, AL 36526**  
 County: **BALDWIN** Tobacco sales: **NO** Tobacco Vending Machines:  
 Product Type: Type Ownership: **LLC**  
 Book, Page, or Document info: **590-372**  
 Do you sell Draft Beer?:  
 Date Incorporated: **10/18/2019** State incorporated: **AL** County Incorporated: **HOUSTON**  
 Date of Authority: **10/18/2019**  
 Federal Tax ID: **84-3457175** Alabama State Sales Tax ID: **R010448535**

Name:	Title:	Date and Place of Birth:	Residence Address:
JASON SCOTT HOLLOWOM V343818293 - OK	MEMBER	01/06/1977 ARKANSAS	2613 EVERGREEN LN BILOXI, MS 39532

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**  
 Does ABC have any actions pending against the current licensee? **NO**  
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**  
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**  
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**  
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**  
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**  
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

**Contact Person:** GIL OSTERLOH **Home Phone:** 850-259-3541  
**Business Phone:** 850-837-9954 **Cell Phone:**  
**Fax:** **E-mail:** GIL@BEVERAGE-LAW.COM

**PREVIOUS LICENSE INFORMATION:** Previous License Number(s)  
 Trade Name: ISLAND WING COMPANY License 1: 011925502  
 Applicant: RJNR2 LLC License 2:



**STATE OF ALABAMA  
ALCOHOLIC BEVERAGE CONTROL BOARD  
ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20251202103648052**

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**  
 Name of Property owner/lessor and phone number: **AETOS LLC 251-454-9696**  
 What is lessors primary business? **COMMERCIAL REAL ESTATE**  
 Is lessor involved in any way with the alcoholic beverage business? **NO**  
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**  
 Does the premise have a fully equipped kitchen? **YES**  
 Is the business used to habitually and principally provide food to the public? **YES**  
 Does the establishment have restroom facilities? **YES**  
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**  
 Building Dimensions Square Footage: **5726** Display Square Footage:  
 Building seating capacity: **160** Does Licensed premises include a patio area? **YES**  
 License Structure: **SINGLE STRUCTURE** License covers: **OTHER**  
 Number of licenses in the vicinity: **1** Nearest: **1**  
 Nearest school: Nearest church: Nearest residence: **1 blocks**  
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

<b>Name:</b>	<b>Violation &amp; Date:</b>	<b>Arresting Agency:</b>	<b>Disposition:</b>



# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



**Confirmation Number: 20251202103648052**

**Initial each**

**Signature page**

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

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

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

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

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

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

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

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

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

**Applicant Name (print):** GIL OSTERLOH FOR DAPHNE IWC LLC

**Signature of Applicant:**

**Notary Name (print):** ALYSSA HOFFMAN

**Notary Signature:**



**Commission expires:** 11/07/2029

**Application Taken:** **App. Inv. Completed:**  
**Submitted to Local Government:**  
**Received in District Office:** **Reviewed by Supervisor:**

**Forwarded to District Office:**  
**Received from Local Government:**  
**Forwarded to Central Office:**



**STATE OF ALABAMA  
ALCOHOLIC BEVERAGE CONTROL BOARD  
ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20251202103648052**

**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

**Special Retail**

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

**Special Events / Special Retail (7 days or less)**

Starting Date:                      Ending Date:

Special terms and conditions for special event/special retail:

**Other Explanations**

License Covers: STE A



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
 Confirmation Number: 20251202103648052



**NOTICE OF TRANSFER OF ABC LICENSED BUSINESS**

**NOTE: A Copy of Operating Agreement Must be Attached To Application**

CURRENT LICENSEE:  
 RJNR2 LLC  
 Address: 29740 URGENT CARE DR STE A  
           DAPHNE, AL 36526  
 Telephone: 575-706-7277

NEW APPLICANT:  
 DAPHNE IWC LLC  
 Address: 29740 URGENT CARE DR STE A  
           DAPHNE, AL 36526  
 Telephone: 850-837-9954

Current License No: 011925502

LICENSED PREMISES ADDRESS: 29740 URGENT CARE DR STE A DAPHNE, AL 36526

**THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.**

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

**THE CURRENT LICENSE WILL NOT BE RENEWED.**

WITNESS our hands and seals on this the 7th day of JANUARY, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Raj Patel  
 Print Name: RAJ PATEL  
 Title: AMBR

Gil Osterloh  
 Print Name: GIL OSTERLOH  
 Title: AUTHORIZED REPRESENTATIVE

WITNESS: (By ABC Enforcement) \_\_\_\_\_  
 Revised 9/08

Receipt Confirmation Page

Receipt Confirmation Number: **20251202103648052**  
Application Payment Confirmation Number: 114505778

Payment Summary	
Payment Item	Fee
Transfer Fee for License 020	\$50.00
<b>Total Amount to be Charged</b>	<b>\$50.00</b>

**Application Type**

Application Type: TRANSFER

**Applicant Information**

License Type 1: 020 - RESTAURANT RETAIL LIQUOR  
License Type 2:  
License County: BALDWIN  
Business Type: LLC  
Trade Name: **ISLAND WING COMPANY**  
Applicant Name: **DAPHNE IWC LLC**  
Location Address: 29740 URGENT CARE DR STE A  
DAPHNE, AL 36526  
Mailing Address: 29740 URGENT CARE DR STE A  
DAPHNE, AL 36526  
Contact Person: GIL OSTERLOH  
Contact Home Phone: 850-259-3541  
Contact Business Phone: 850-837-9954  
Contact Fax:  
Contact Cell Phone:  
Contact Email Address:  
Contact Web Address:



**Alabama Alcoholic Beverage Control Board  
Licensing Division**

**Memorandum of Understanding for Restaurant Retail Liquor License**

Restaurant Retail Liquor Licenses shall be issued only to reputable persons for locations which are “**habitually and principally**” used for the purpose of preparing and serving meals for the public to consume on the licensed premises during normal and reasonable dining hours. Only those locations whose customary and primary business is preparing and serving meals to the public will be issued a Restaurant Retail Liquor License.

Restaurant Retail Liquor Licenses applicants shall comply with all pertinent and related requirements of State, County, and where applicable, Municipal health departments prior to licensing and shall remain in compliance thereafter for as long as said license shall remain valid.

All Restaurant Retail Liquor Licensees shall have a fully equipped and operational kitchen on the licensed premises. The Licensee shall maintain and operate said kitchen and shall, upon order of a customer, prepare and serve all food items shown on its menu during normal and reasonable dining hours. Exceptions shall be made where there is a known and provable shortage or temporary unavailable supply of a food item.

Any applicant or Licensee shall, upon request, provide to the ABC Board, any records, books, ledgers, menus, receipts, or other documentation necessary to demonstrate compliance with this regulation.

In addition to the above Rule and Regulation, Title 28-3-1(23) defines a meal as a “diversified selection of food some of which is not susceptible of being consumed in the absence of at least some articles of tableware and which cannot be conveniently consumed while one is standing or walking about”.

Additionally, Title 28-3A-13 states that a Restaurant Retail License is “for on premise consumption” and does not allow sales for off-premises consumption with the exception of re-corked wine conforming to 28-3A-20.1.

By signing this memorandum of understanding, the Licensee agrees and understands the requirements of obtaining and maintaining a Restaurant Retail Liquor License. Any deviation from these requirements will prohibit the ABC Board from issuing this type of License. Furthermore, failing to follow these requirements after obtaining a Restaurant Retail Liquor License could result in the protest of the renewal of this type license.

Signature *Gil Osterloh*

Date 01/07/2026

Print Name GIL OSTERLOH

Position Held AUTHORIZED REPRESENTATIVE



020 – Restaurant Retail Liquor

**\*\*It is MANDATORY that the applicant name and physical location match ALL documentation in the file\*\***  
**\*\*All documents should be color copies and provided as required by ABC Rules and Regulations 20-X-5-.01\*\***

Applicant Name: DAPHNE IWC LLC Trade Name: ISLAND WING COMPANY  
Location Address: 29740 URGENT CARE DR STE A  New License  
Division: A  Location Transfer  
 Owner Transfer

- | Yes                                 | No                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Confirmation of license payment  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Power of attorney, if applicable (copy of Driver's License)  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | If a transfer, signed Transfer Agreement   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | If a transfer, copy of current licensee's identification   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | If a transfer, copy of current licensee's insurance  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | If a transfer, copy of current licensee's license  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Copy of all corporate paperwork  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Existence from the AL Secretary of State (only required if original corporation/LLC paperwork was not filed in Alabama)                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Valid Driver's License or State-Issued ID from state of legal residency for every person with 10% or more profit/proprietary interest in the applicant |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Verification of Citizenship for every person with 10% or more profit/proprietary interest in the applicant   |
|                                     | <input checked="" type="checkbox"/> | US Passport or US Birth Certificate  |
|                                     | <input type="checkbox"/>            | Certificate of Naturalization, Permanent Resident Card, or other acceptable document   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | SAVE for every person with 10% or more profit/proprietary interest in the applicant – required if no US Passport or US Birth Certificate               |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Criminal Background for every person with 10% or more profit/proprietary interest in the applicant, if not publicly traded                             |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Less than 10% Ownership Affidavit confirming tier compliance and all individuals are 21 years or older, if applicable                                  |

- | Yes                                 | No                       |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | USPS or E911 Address Verification   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documents showing control of property (lease, deed, use agreement)  |
|                                     | <input type="checkbox"/> | Name(s) on the document matches applicant name exactly  |
|                                     | <input type="checkbox"/> | Address on the document matches location address on application exactly                                     |
|                                     | <input type="checkbox"/> | If a lease, the document has a valid, reasonable term of at least one year                                  |
|                                     | <input type="checkbox"/> | If a lease, use property limitations (if listed)  |
|                                     | <input type="checkbox"/> | If a lease, document is signed by the applicant and the lessor  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Approval from local governing authority   |
|                                     | <input type="checkbox"/> | Name(s) on the document matches applicant name exactly  |
|                                     | <input type="checkbox"/> | Physical location address matches location address on application exactly                                   |
|                                     | <input type="checkbox"/> | License type matches application exactly  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Liquor Liability Insurance   |
|                                     | <input type="checkbox"/> | Name(s) on the document matches applicant name exactly  |
|                                     | <input type="checkbox"/> | Physical location address matches location address on application exactly                                   |
|                                     | <input type="checkbox"/> | States a minimum of \$100,000 in Liquor Liability   |
|                                     | <input type="checkbox"/> | Coverage dates are valid  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Alabama Department of Revenue Sales Tax ID  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Federal Tax ID  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Health Permit   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Photos of location, interior and exterior (include seating for at least 16, sanitizing area, and restrooms) |
| <input type="checkbox"/>            | <input type="checkbox"/> | Sketch of interior, signed by ABC Inspector   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Menu  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Memorandum Understanding of Restaurant Requirements, signed   |

Notes:

CASE NO. 2026-9

ABC DEFENSE ROUTING

DATE RECEIVED BY REVENUE DIV. 3/6/26 CMC

DATE FORWARDED TO POLICE DEPT \_\_\_\_\_

DATE RECEIVED BY POLICE DEPT 3/6/2026 ICRF

DATE 3/10/26 APPROVED  DISAPPROVED \_\_\_\_\_

POLICE DEPT SIGNATURE CMC 1142

DATE RETURNED TO REVENUE DIV. 3/10/2026 ICRF

DATE FORWARDED TO CITY CLERK 3/10/26 CMC

DATE RECEIVED BY CITY CLERK 03/10/26 CB

SCHEDULED DATE ON AGENDA \_\_\_\_\_

Council Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ TABLED

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

Rescheduled for Council Agenda Date: \_\_\_\_\_

Council Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ TABLED

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

DATE RETURNED TO REVENUE DIV.: \_\_\_\_\_

DATE RETURNED TO TAXPAYER \_\_\_\_\_  
OR TO ABC FIELD OFFICE \_\_\_\_\_ (per taxpayer request)





**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20260303133036817**



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

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

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

**Contact Person:** JOEL POE  
**Business Phone:** 251-465-0191  
**Fax:**

**Home Phone:** 512-375-0011  
**Cell Phone:**  
**E-mail:** ACCOUNTING@VEXXILENERGY.COM

**PREVIOUS LICENSE INFORMATION:**  
Trade Name: MALBIS CHEVRON  
Applicant: HOVEN OIL COMPANY INC

Previous Vendor Number: 124625



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20260303133036817**



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

Name of Property owner/lessor and phone number: VEP MALBIS 2025 LLC 251-465-0191

What is lessors primary business? PROFESSIONAL SERVICES

Is lessor involved in any way with the alcoholic beverage business? YES

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

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

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

Building Dimensions Square Footage: 3000

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
ALCOHOL LICENSE APPLICATION  
Confirmation Number: 20260303133036817



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION  
Confirmation Number: 20260303133036817

**Initial each**

**Signature page**

*JP*  
 *JP*  
 *JP*  
 *JP*  
 *JP*  
 *JP*  
 *JP*  
 *JP*  
 *JP*

In reference to law violations, I attest to the truthfulness of the responses given within the application.  
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.  
In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.  
In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.  
In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.  
In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.  
In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.  
The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

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

*JP*

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

Applicant Name (print): *JOEL A. FOLE*

Notary Name (print): *Cheryl L. Moore*

Signature of Applicant: *Joel A. Fole*

Notary Signature: *Cheryl L. Moore*

Commission expires: *3/29/2027*

Application Taken: **App. Inv. Completed:**  
Submitted to Local Government:  
Received in District Office: **Reviewed by Supervisor:**

**Forwarded to District Office:**  
**Received from Local Government:**  
**Forwarded to Central Office:**





**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
 Confirmation Number: 20260303133036817



**NOTICE OF TRANSFER OF ABC LICENSED BUSINESS**

**NOTE: A Copy of Operating Agreement Must be Attached To Application**

CURRENT LICENSEE:  
 HOVEN OIL COMPANY INC  
 Address: 29805 HIGHWAY 181  
           DAPHNE, AL 36526  
 Telephone: 251-591-1204

NEW APPLICANT:  
 VEXXIL RETAIL OPERATIONS LLC  
 Address: 704 BELROSE AVE  
           DAPHNE, AL 36526  
 Telephone: 251-465-0191

Current License No: 124625

LICENSED PREMISES ADDRESS: 29805 STATE HIGHWAY 181 DAPHNE, AL 36526

**THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.**

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will at all times, act as the AGENT for the Current (Named) Licensee and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement


**THE CURRENT LICENSE WILL NOT BE RENEWED.**

WITNESS our hands and seals on this the 3 day of March, 2026

CURRENT LICENSEE (NAMED ON LICENSE)

  
 Print Name: Michael C Hoven  
 Title: President

NEW LICENSEE (APPLICANT)

  
 Print Name: JOELLA A. POE  
 Title: CEO + President

WITNESS: (By ABC Enforcement) \_\_\_\_\_  
Revised 9/09

*Cheryl L Moore*  
*Cheryl R Moore*



CASE NO. 2026-7

LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV. \_\_\_\_\_ 3/5/26 CAE

DATE FORWARDED TO POLICE DEPT. \_\_\_\_\_

DATE RECEIVED BY POLICE DEPT. \_\_\_\_\_ 3/6/2026 ICRF

DATE 3/10/26 APPROVED  DISAPPROVED \_\_\_\_\_

POLICE DEPT SIGNATURE [Signature] 1142 \_\_\_\_\_

DATE RETURNED TO REVENUE DIV. \_\_\_\_\_ 3/10/2026 ICRF

DATE FORWARDED TO CITY CLERK \_\_\_\_\_ 3/10/26 CAE

DATE RECEIVED BY CITY CLERK \_\_\_\_\_ 03/10/26 CB

SCHEDULED DATE ON AGENDA \_\_\_\_\_

Council Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ TABLED

COMMENTS: \_\_\_\_\_

Rescheduled for Council Agenda Date: \_\_\_\_\_

Council Action. \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ TABLED

COMMENTS: \_\_\_\_\_

DATE RETURNED TO REVENUE DIV.: \_\_\_\_\_

DATE RETURNED TO TAXPAYER \_\_\_\_\_  
OR TO ABC FIELD OFFICE \_\_\_\_\_ (per taxpayer request)



# City of Daphne Event Permit Application

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

## APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Community Spirit Day

APPLICANT NAME: Sandy Robinson

STREET: 1500 Main Street CITY, STATE, ZIP: 36526

CONTACT PHONE: 251/709-5476 EMAIL: sandyjo.robinson@gmail.com

"ON SITE" CONTACT PERSON DAY OF EVENT: Sandy Robinson/Jewel Lawson

CELL PHONE: 251/709-5476 or 251/421-3525 EMAIL: Above, or jblldaphne@aol.com

## EVENT INFORMATION

EVENT NAME: Community Spirit Day

TYPE OF/PURPOSE OF EVENT: Promote friendship & unity between Daphmont and Old Town Daphne

EVENT DATE: October 3, 2026 TIME (START- END): 2:00-5:00 pm

ASSEMBLY TIME: 8:00 am set-up # PARTICIPANTS/VEHICLES: Approx 300

EVENT LOCATION: Lott Park

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): Food & drinks will be served; we will provide a DJ and activities

### SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS:  Yes\*  No \*If Yes, please indicate which City Route is requested: \_\_\_\_\_

WILL YOUR EVENT REQUIRE BARRICADES:  Yes\*  No \*If Yes, please indicate quantity & location: \_\_\_\_\_

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

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

OTHER SPECIAL ITEMS FOR RENT:

TENTS: 20' X 40' # 1 X \$321.00 10' X 10' # 1 X \$123.00/EACH

TABLES: 8' L # 25 X \$45.00/EACH CHAIRS: # 100 X \$12.00/EACH

OTHER SPECIAL REQUESTS: In addition to above, several trash cans, Daphne banner, 4 barricades, 10 cones

### MARKETING & COMMUNICATIONS

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

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

\* If Yes, do you wish for your event to be listed and/or shared on: www.daphneal.com?  Yes  No  
Facebook.com?  Yes  No Instagram?  Yes  No LinkedIn?  Yes  No

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

NAME: \_\_\_\_\_ CONTACT PHONE: \_\_\_\_\_

OTHER MARKETING REQUESTS: \_\_\_\_\_

### REVENUE/BUSINESS LICENSE

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

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



**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2026-18**

**A RESOLUTION EXTENDING THE TIME FOR DEMOLITION OF A CERTAIN UNSAFE STRUCTURE LOCATED AT 505 VAN AVENUE, DAPHNE, ALABAMA, PARCEL ID NO. 43-04-41-0-005-110.000, PURSUANT TO SECTION 9(e) OF ORDINANCE NO. 2024-17; AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, on December 1, 2025, the City Council of the City of Daphne adopted Resolution 2025-77 finding that the building and structure located at 505 Van Avenue, Parcel ID No. 43-04-41-0-005-110.000, is unsafe to the extent of constituting a public nuisance and ordering that such structure be demolished in accordance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16 of the Code of Alabama (1975), as amended, and Ordinance No. 2024-17 of the City of Daphne; and

**WHEREAS**, Section 9(d) of Ordinance No. 2024-17 provides that failure to accomplish a demolition within ninety (90) days of the passage of a demolition resolution constitutes an abdication of the Council’s order unless one or more specified conditions are satisfied or unless further action is taken by the Council as authorized by Ordinance No. 2024-17; and

**WHEREAS**, Section 9(e) of Ordinance No. 2024-17 expressly authorizes the Council, following notice and a public hearing, to adopt a resolution extending the time for demolition to be accomplished for such period of time as the Council deems necessary when an ordered demolition cannot be completed within the prescribed time period; and

**WHEREAS**, the Appropriate Municipal Official has reported to the Council that, although the structure remains unsafe and is due to be demolished, additional time is warranted before demolition is carried out due to the entry of a Temporary Restraining Order or other injunctive relief entered by the Circuit Court and the filing of civil litigation challenging the demolition order; and

**WHEREAS**, on February 16, 2026, the Daphne City Council adopted Resolution No. 2026-12, which extended the deadline for demolition of the structure located at 505 Van Avenue to April 1, 2026, while expressly preserving the Council’s prior findings and enforcement authority under Resolution No. 2025-77; and

**WHEREAS**, the City’s authority to proceed with demolition remains the subject of pending injunctive proceedings in the Circuit Court of Baldwin County, and the purpose of this extension is to preserve the City’s enforcement authority while the litigation proceeds, without altering or reconsidering the Council’s prior determination that the structure constitutes a public nuisance; and

**WHEREAS**, the Council finds that granting an additional limited extension of time for demolition under these circumstances is consistent with the intent of Ordinance No. 2024-17, protects the public interest, and constitutes “further action” by the Council as contemplated by Section 9(d)(5) and Section 9(e) of that Ordinance;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Daphne, Alabama, while in regular session, as follows:

**Section 1.** Pursuant to Section 9(e) of Ordinance No. 2024-17, the time for demolition of the unsafe building and structure located at 505 Van Avenue, Parcel ID No. 43-04-41-0-005-110.000, as ordered by Resolution 2025-77 adopted December 1, 2025, is hereby extended through **May 1, 2026.**

**Section 2.** This extension is granted for the limited purpose of allowing additional time due to the pendency of litigation and a Temporary Restraining Order or other injunctive relief entered by the Circuit Court, and does not constitute a waiver, modification, reconsideration, or abandonment of the City Council's prior findings that the structure is unsafe and constitutes a public nuisance, or any defenses, jurisdictional arguments, or positions asserted by the City in the pending litigation.

**Section 3.** All findings, determinations, directives, and authorizations contained in Resolution 2025-77 remain in full force and effect except as expressly modified by this Resolution.

**Section 4.** The City Council finds and determines that the notice and public hearing requirements of Section 9(e) of Ordinance No. 2024-17 have been satisfied prior to the adoption of this Resolution, and that this Resolution constitutes the "further action" of the Council authorizing an extension of time for demolition as contemplated in Section 9(d)(5) thereof.

**Section 5.** The Appropriate Municipal Official is authorized to take all actions necessary to effectuate the demolition upon expiration of the extended deadline if demolition has not otherwise been completed.

**ADOPTED this, the 16th day of March, 2026.**

\_\_\_\_\_  
Robin LeJeune, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Beaudreau, City Clerk

**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2026- 19**

**APPROPRIATION: ALDOT PROJECT #ATRP2 02-2026-171: ADDITION OF A SOUTH BOUND TURN LANE AND EXTENSION OF THE NORTH BOUND TURN LANE ON SR-181 AND CORTE RD.**

**WHEREAS**, Ordinance 2025-17 approved and adopted the Fiscal Year 2026 Budget on September 15, 2025; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2026 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2026 budget; and

**WHEREAS**, the City has received an Alabama Transportation Rehabilitation and Improvements Program II (ATRIP II) grant from the Alabama Department of Transportation (ALDOT) in the amount of \$1,156,807 to assist with the addition of a south bound turn lane and extension of the north bound turn lane on SR-181 at Corte Rd.; and

**WHEREAS**, the City has agreed to provide a local funding match for the preliminary engineering design and utility relocations; and

**WHEREAS**, the City has obtained a proposal from Mott MacDonald Alabama, LLC for preliminary design work on the ATRIP-II Corte Road turn lane project in the amount of \$164,446 and ALDOT has a \$20,000 fee for the preliminary engineering review.

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

1. Funds in the amount of **\$184,446 from the General Fund and transferred to the Capital Reserve Fund** are appropriated and made a part of the Fiscal Year 2026 budget for the City's portion of the addition of a south bound turn lane and extension of the north bound turn lane on SR-181 at Corte Rd.
2. The Mayor is hereby authorized and directed to do or perform or cause to be done or performed in the name of and behalf of the City such other acts, and to execute, deliver, file and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**Robin LeJeune, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cindy Beaudreau, City Clerk**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2026-06**

**Ordinance to Pre-Zone Property Located at the  
Northwest intersection of County Road 64 and County Road 54 West  
Louisa Marco Toler Revocable Trust Dated July 24, 2024**

**WHEREAS**, Louisa Marco Toler Revocable Trust Dated July 24, 2024 as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property currently zoned RA, Rural Agricultural, in Baldwin County District 15, be pre-zoned as R-6(G), Garden or Patio Home and B-2(a), General Business Alternate, prior to annexation into the City of Daphne; and

**WHEREAS**, said real property is located at the Northwest intersection of County Road 64 and County Road 54 West, being more particularly described as follows:

**Legal Description for Property to be Pre-Zoned:**

**R-6(G) DESCRIPTION**

BEGIN AT THE SOUTHEAST CORNER OF SAINT AUGUSTINE PHASE 5, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2894-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 54 W; THENCE RUN SOUTH, ALONG SAID WEST RIGHT-OF WAY, A DISTANCE OF 1,320 FEET, MORE OR LESS; THENCE RUN WEST, DEPARTING SAID WEST RIGHT-OF-WAY OF COUNTY ROAD 54 W, A DISTANCE OF 1,290 FEET, MORE OR LESS; THENCE RUN NORTH, A DISTANCE OF 1,320 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAINT AUGUSTINE PHASE 1A, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDES 2451-A, B AND C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG SAID SOUTH LINE AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT CONTAINING 39 ACRES, MORE OR LESS, AND LIES IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

**B-2A DESCRIPTION**

COMMENCING AT THE SOUTHEAST CORNER OF SAINT AUGUSTINE PHASE 5, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2894-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 54 W; THENCE RUN SOUTH, ALONG SAID WEST RIGHT-OF WAY, A DISTANCE OF 1,320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH, ALONG SAID WEST RIGHT-OF WAY, A DISTANCE OF 1,260 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64; THENCE RUN WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY OF RIGSBY ROAD; THENCE RUN NORTH, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2,260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARKER SUBDIVISION, AS SHOWN IN MAP OR

PLAT THEREOF RECORDED IN SLIDE 2540-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG THE SOUTH LINE OF SAID PARKER SUBDIVISION AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO L.B. WOODRUFF, III AND JAIMIE WOODRUFF, RECORDED AT INSTRUMENT 2023051, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH, A DISTANCE OF 990 FEET, MORE OR LESS; THENCE RUN EAST, A DISTANCE OF 1,290 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

TRACT CONTAINING 105 ACRES, MORE OR LESS, AND LIES IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

**WHEREAS**, at the regular Planning Commission meeting held on January 22, 2026, the Commission considered said request and voted to set forth a favorable recommendation to the City Council to pre-zone the property R-6(G), Garden or Patio Home, district, and B-2(a), General Business Alternate, district; and,

**WHEREAS**, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on March \_\_\_\_, 2026; and,

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

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

**SECTION I: ZONING**

That above described real property is hereby pre-zoned R-6(G), Garden or Patio Home, district and B-2(a), General Business Alternate, district in the City of Daphne. Upon annexation of the property prior to the expiration of the pre-zoning as set forth in Section IV, the property shall be assigned the zoning district in accordance with the pre-zoning and the zoning ordinance and zoning map shall be amended to reflect said zoning. Should annexation not occur prior to the expiration of this pre-zoning as set forth in Section IV, this pre-zoning shall have no effect and the designation of a zoning district for the property shall be set forth in the annexation ordinance.

Until such time as the property is annexed into the City of Daphne, the property shall remain in the unincorporated area of Baldwin County and zoned in accordance with the Baldwin County Commission’s zoning plan. The County’s zoning for the property at the time the request for pre-zoning was submitted was as RA, Rural Agricultural, Baldwin County District 15 Planning District.

**SECTION II: REPEALER.**

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

**SECTION III: SEVERABILITY.**

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

**SECTION IV: EFFECTIVE AND EXPIRATION DATE.**

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**Robin LeJeune, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cindy Beaudreau, City Clerk**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2026 - 07**

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

**Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family  
Limited Partnership**

**WHEREAS**, Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership, as the owners of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property currently zoned B-3, General Business, and RA, Rural Agricultural in Baldwin County District 15, be pre-zoned as PUD, Planned United Development, district prior to annexation into the City of Daphne; and,

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

**Legal Description for Property to be Pre-Zoned:**

A parcel of land situated in the South one-half of the Southeast one-quarter of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama being more particularly described as follows:

BEGIN at a found 1/2 inch rebar marking the Southeast corner of Lot 1-B according to the Replat of Lot 1 Volovecky Split Subdivision as recorded in Slide 0003046-C in the Office of the Judge of Probate, Baldwin County, Alabama and lying on the West right-of-way of State Highway 181; thence leaving said Lot 1-B run South 00 degrees 21 minutes 12 seconds East along said right-of-way for a distance of 509.93 feet to a found concrete monument lying on said right-of-way; thence run South 15 degrees 48 minutes 33 seconds East along said right-of-way for a distance of 54.74 feet to a found concrete monument lying on said right-of-way; thence leaving said right-of-way run North 88 degrees 54 minutes 29 seconds West for a distance of 187.99 feet to a found capped rebar stamped Fairhope; thence run South 00 degrees 04 minutes 35 seconds West for a distance of 224.97 feet to a found capped rebar lying on the North right-of-way of County Road 64; thence run North 89 degrees 36 minutes 46 seconds West along said right-of-way for a distance of 1396.57 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on said right-of-way; thence leaving said right-of-way run North 00 degrees 23 minutes 14 seconds East for a distance of 785.49 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on the South line of said Lot 1-A of the aforementioned subdivision; thence run South 89 degrees 36 minutes 02 seconds East along said the South line of said Lot 1-A for a distance of 663.67 feet to a set 5/8 inch capped rebar stamped CA-560LS marking a corner on the South line of said Lot 1-A and marking the Southwest corner of said Lot 1-B; thence leaving said Lot 1-A continue along the previously described call and the South line of said Lot 1-B for a distance of 904.08 feet to the POINT OF BEGINNING. Said parcel contains 1,193,213 square feet or 27.39 acres, more or less.

Lot 1-B, Replat of Volovecky Split Subdivision, according to the plat thereof, as recorded on Slide 0003046-C in the Office of the Judge of Probate of Baldwin County, Alabama.

**WHEREAS**, at the regular Planning Commission meeting on January 22, 2026, the Commission considered said request and voted to set forth a favorable recommendation to the City Council to pre-zone the property PUD, Planned Unit Development, district; and,

**WHEREAS**, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on \_\_\_\_\_, 2026; and,

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

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

**SECTION I: ZONING**

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

Until such time as the property is annexed into the City of Daphne, the property shall remain in the unincorporated area of Baldwin County and zoned in accordance with the Baldwin County Commission’s zoning plan. The County’s zoning for the property at the time the request for pre-zoning was submitted was B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15 Planning District.

**SECTION II: REPEALER.**

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

**SECTION III: SEVERABILITY.**

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

**SECTION IV: EFFECTIVE AND EXPIRATION DATE.**

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_ day of \_\_\_\_\_, 2026.**

---

**Robin LeJeune, Mayor**

**ATTEST:**

---

**Cindy Beaudreau, City Clerk**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2026 - 08**

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

**Northwest of County Road 64 and  
Alabama Highway 181  
Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE  
Family Limited Partnership**

**WHEREAS**, on the 18<sup>th</sup> day of November, 2025, Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership as the owners 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 January 22, 2026, 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 March \_\_\_\_, 2026, 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 March \_\_\_\_, 2026, regularly scheduled City Council meeting, Ordinance 2026 - was adopted pre-zoning the said property as PUD, Planned Unit Development, district, with the apportionment of said zoning district 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:**

A parcel of land situated in the South one-half of the Southeast one-quarter of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama being more particularly described as follows:

BEGIN at a found 1/2 inch rebar marking the Southeast corner of Lot 1-B according to the Replat of Lot 1 Volovecky Split Subdivision as recorded in Slide 0003046-C in the Office of the Judge of Probate, Baldwin County, Alabama and lying on the West right-of-way of State Highway 181; thence leaving said Lot 1-B run South 00 degrees 21 minutes 12 seconds East along said right-of-way for a distance of 509.93 feet to a found concrete monument lying on said right-of-way; thence run South 15 degrees 48 minutes 33 seconds East along said right-of-way for a distance of 54.74 feet to a found concrete monument lying on said right-of-way; thence leaving said right-of-way run North 88 degrees 54 minutes 29 seconds West for a distance of 187.99 feet to a found capped rebar stamped Fairhope; thence run South 00 degrees 04 minutes 35 seconds West for a distance of 224.97 feet to a found capped rebar lying on the North right-of-way of County Road 64; thence run North 89 degrees 36 minutes 46 seconds West along said right-of-way for a distance of 1396.57 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on said right-of-way; thence leaving said right-of-way run North 00 degrees 23 minutes 14 seconds East for a distance of 785.49 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on the South line of said Lot 1-A of the aforementioned subdivision; thence run South 89 degrees 36 minutes 02 seconds East along said the South line of said Lot 1-A for a distance of 663.67 feet to a set 5/8 inch capped rebar stamped CA-560LS marking a corner on the South line of said Lot 1-A and marking the Southwest corner of said Lot 1-B; thence leaving said Lot 1-A continue along the previously described call and the South line of said Lot 1-B for a distance of 904.08 feet to the POINT OF BEGINNING. Said parcel contains 1,193,213 square feet or 27.39 acres, more or less.

Lot 1-B, Replat of Volovecky Split Subdivision, according to the plat thereof, as recorded on Slide 0003046-C in the Office of the Judge of Probate of 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 "A" 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 \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**Robin LeJeune, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cindy Beaudreau, City Clerk**