



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

**1. CALL TO ORDER**

**A. ROLL CALL**

**B. INVOCATION** by John Wallace Simpson, Junior City Councilmember

**C. PLEDGE OF ALLEGIANCE**

**2. PROCLAMATIONS/RECOGNITIONS**

**A. RECOGNITION:** Noah Breeland, Bayside Academy, Wrestling State Champion

**B. PRESENTATION:** Zoe Doll - Eagle Scout Project - Paws and Pages

**C. PROCLAMATION:** Child Abuse Prevention Month

**D. PROCLAMATION:** National Public Safety Telecommunicators Week

**3. APPROVE MINUTES**

**A.** March 16, 2026 regular meeting

**4. REPORTS OF STANDING COMMITTEES**

**A. FINANCE COMMITTEE - Conaway**

Review the minutes from the March 2026 meeting

Treasurer's Report for February 2026 : Unrestricted Fund Balance - \$34,412,370

Total Cash Balance - \$61,120,951

Sales Tax for January 2026: \$2,333,264.90; Lodging tax for January 2026: \$136,612.19

Debt Summary - February 2026: Warrants - \$27,201,132

Capital Leases: General Fund - \$201,793; Enterprise Fund - \$675,147

**B. BUILDINGS & PROPERTY COMMITTEE- Messinger**

**C. PUBLIC SAFETY COMMITTEE - Green**

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

**E. PUBLIC WORKS COMMITTEE - Coleman**

**i. MOTION** to authorize the Mayor to execute the GOMESA Grant Agreement.

**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 March 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 February 26, 2026 and the report of the regular meeting of March 26, 2026.

**G. RECREATION BOARD** - Green

i. Review the minutes from the January 2026 meeting.

**H. UTILITY BOARD** - Coleman

i. Review the minutes from the February 25, 2026, meeting

**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 Sainath Enterprises LLC dba Daphne Liquors located at 28691 US Highway 98, Ste E.

**B. MOTION** to approve the South Alabama Out of the Darkness Community Walk on October 11, 2026 from 1:00pm - 4:00pm on the front lawn of City Hall.

**C. MOTION** to approve the Daphne Middle School Color Run 1 mile Fun Run in Olde Towne Daphne on July 18, 2026 from 7:00 - 10:00am.

**D. MOTION** to approve the publication and set a public hearing on May 18, 2026 for the East Fish River PUD Narrative Modification located five hundred feet northeast of the intersection of County Road 64 and Dixon Lane.

**E. MOTION** to approve the publication and set a public hearing on May 18, 2026 for the Italian Village of Daphne PUD Narrative Modification located northwest of the intersection of County Road 64 and Alabama Highway 181.

- F. **MOTION** to approve the publication and set a public hearing on May 18, 2026 for the Jerry and Louise Volovecky, Sr., Family Limited Partnership Pre-Zoning Amendment located northwest of the intersection of County Road 64 and Alabama Highway 181.
- G. **MOTION** to approve the publication and set a public hearing on May 18, 2026 for the Jerry and Louise Volovecky, Sr., Family Limited Partnership Annexation Petition located northwest of the intersection of County Road 64 and Alabama Highway 181.

**11. RESOLUTIONS**

- A. **2026 - 20** - Surplus: 2008 Ford F550 Super Duty W/Dump Bed-V#1203
- B. **2026 - 21** - Resolution Authorizing the Mayor to Enter into Agreement with ALDOT for the ATRP2 Grant - Addition of Southbound Turning Lane on SR-181 at Corte Road
- C. **2026 - 22** - Appropriation: Purchase of a Chiller for City Hall - \$213,494
- D. **2026 - 23** - Resolution Authorizing a Project Development Agreement By and Between the City of Daphne and Trotman Daphne, LLC
- E. **2026 - 24** - Authorizing Resolution: FY2026 Capital Equipment Business Loan Agreement (Bryant Bank)

**12. 2nd 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 and Louise Volovecky Sr 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 and Louise Volovecky Sr Family Limited Partnership

**13. 1st READ ORDINANCES**

**14. COUNCIL COMMENTS**

**15. EXECUTIVE SESSION**

**16. ADJOURN**



# Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Zoe Doll

Please give a name to your project Paws And Pages

# Instructions for Preparing Your Proposal

## Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

- 1. It provides sufficient opportunity to meet the Eagle Scout service project requirement.** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
- 2. It appears to be feasible.** You must show the project is realistic for you to carry out.
- 3. Safety issues will be addressed.** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
- 4. Action steps for further detailed planning are included.** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
- 5. You are on the right track with a reasonable chance for a positive experience.**

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the beginnings of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

**Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.**

## Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

## Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

## Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

## Contact Information

*Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.*

### Eagle Scout Candidate

Name: Zoe Doll		Birth date: 12/14/2010	
Email Address: Zoedoll2010@gmail.com		BSA PID number:	
Address: 8147 Pecan Court	City: Daphne	State: AL	Zip: 36526
Preferred telephone(s): 251-252-9200		Life Board of Review date:	

### Current Unit Information

Check One: <input checked="" type="radio"/> Troop <input type="radio"/> Crew <input type="radio"/> Ship	Unit Number: 5082G
Name of District:	Name of Council: Mobile Area Council

### Unit Leader

Check One:  Scoutmaster  Crew Advisor  Skipper

Name: Charlene Doll	Preferred telephone(s): 619-417-4732		
Address: 8147 Pecan Court	City: Daphne	State: AL	Zip: 36526
Email Address: Charlenedoll@gmail.com			

### Unit Committee Chair

Name: Peter Lee	Preferred telephone(s): 251-422-6634		
Address:	City: Spanish Fort	State: AL	Zip:
Email Address: petervdub@outlook.com			

### Unit Advancement Coordinator

*(If your unit has one)*

Name: Ashley Zellner	Preferred telephone(s): 251-259-7471		
Address:	City:	State:	Zip:
Email Address: AshleyZellner@gmail.com			

### Project Beneficiary

*(Name of religious institution, school or community)*

Name: City of Daphne	Preferred telephone(s): 251-621-9000		
Address:	City: Daphne	State: AL	Zip: 36526
Email Address: MayorLeJeune@daphneal.com			

### Project Beneficiary Representative

*(Name of contact person for the project beneficiary)*

Name: Mayor Robin LeJeune	Preferred telephone(s): 251-621-9000		
Address:	City:	State:	Zip:
Email Address: MayorLeJeune@daphneal.com			

### Your Council Service Center

Contact Name: Mary Phillips	Preferred telephone(s): 251-476-6000		
Address: 2587 Government blvd	City: Mobile	State: AL	Zip: 36606
Email Address: Mary.Phillips@scouting.org			

### Council or District Project Approval Representative

*(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)*

Name: Joey Butler	Preferred telephone(s): 251-895-9885		
Address:	City: Daphne	State: AL	Zip: 36526
Email Address: Baldwineaglescoutboard@gmail.com			

### Project Coach

*(Your council or district project approval representative may help you learn who this will be.)*

Name: Peter Lee	Preferred telephone(s): 251-422-6634		
Address:	City: Spanish Fort	State: AL	Zip:
Email Address: petervdub@outlook.com			

## Project Description and Benefit

Briefly describe your project

My project is going to be a little library but instead of books, it'll be filled with with dog balls and toys for little pups to play with. I think it's nice to have a little spot for dog toys ans things that thye could play with would be super cute. Everyone deserves something to play with no matter where they come from or who they are.

***Include images on an additional document.***

Tell how your project will be helpful to the beneficiary. Why is it needed?

The project will benefit the dog park by having toys for the pups to play with instead of digging holes. In the box there would be sticks, balls, toys with a "Leave a toy, Take a Toy" sign.

When do you plan to begin carrying out your project?

As soon as possible

When do you think your project will be completed?

Before the end of April

## Giving Leadership

Approximately how many people will be needed to help on your project? **3-4 people**

Where will you recruit them (unit members, friends, neighbors, family, others)?

I'll try to mostly get scouts from my troop to help build the project.

What do you think will be most difficult about leading them?

I think scouts in general can be a little crazy so just keeping them focused or under control.

## Materials

*Materials are things that become part of the finished project, such as lumber, nails and paint.*

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, use basic dimensions such as 2x4 or 4x4.

1 Plywood, 3/4" Thick, Full Sheet  
4 PVC Trim or Pressured Treated wood 1x3, 96"  
2 Ceasder Picket, 1x6, 72"  
1 Board, 4x4, 48"  
1 Wooden Post 4x4 x 48"  
Base Attachment, 2" x4" x 10"  
  
1 Handle  
2 T-Hinges  
1 Magnetic catch  
1 12"x18" Plexiglass  
1 1-1/4 Exterior Pocket Screws  
1 TiteBond III Exterior Wood Glue  
1 Exterior Rate Caulk  
A bucket + Holder For the sticks  
1 Gallon Paint (talk color/colors)

## Supplies

*Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies and garbage bags.*

What types of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

First Aid Kit  
Garbage Bag  
Gloves  
Eye protection  
Drinks and Snacks  
Tarps

**Tools**

*Include tools, and also equipment, that will be borrowed, rented, or purchased.*

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Mitersaw Circular Saw Compact Drill Impact Driver Pocket Hole Jig Square Table Saw Tape Measure Clamps Nail Gun Paint brushes Painters Tape Bucket Concrete mixer Shovel		
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**Other Needs**

*Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc..*

What other needs do you think you might encounter?

Concrete Signage for the Library Permissions/ Permits Toys and Balls		
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**Permits and Permissions**

*Note that property owners should obtain and pay for permits.*

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

Permission from mayor, meeting with him 3/4/26.		
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## Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated materials, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter your estimated expenses below  
(include sales tax if applicable)

Materials:	\$200.000
Supplies:	\$100.00
Tools:	\$50.00
Other:	\$0.00
<b>Total Costs:</b>	<b>\$350.00</b>

**Fundraising:** Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

I would be asking companys to sponser my project, seeing if any of them can donate money or supplies to help me build the library and stuff it with goodies for the pups!

## Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient. If you have more than 10 phases, attach a separate page with your continued phase list.

1	Planning
2	Getting permissions
3	Fundraising
4	Preparing/ gathering supplies
5	Executing the plan
6	Documenting
7	
8	
9	
10	

## Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

I would most likely get my mom or dad to help be transport the supplies to a place where we can build, paint, and put down the final touches of the library. I would also ask before hand if anyone needs help getting to the location or if they need anything at all to make it on time.

## Safety Issues

*The Guide to Safe Scouting is an important resource in considering safety issues.*

Describe the hazards and safety concerns of which you and your helpers should be aware.

Read the "[Age Guidelines for Tool Usage](#)" at Scouting.org

The only safety issues I can see is the sawdust getting in peoples eyes. but the adults would have to handle that before hand. Another safety issue I can see is people messing around and not using the tools right, causing them to get hurt.

## Project Planning

*You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.*

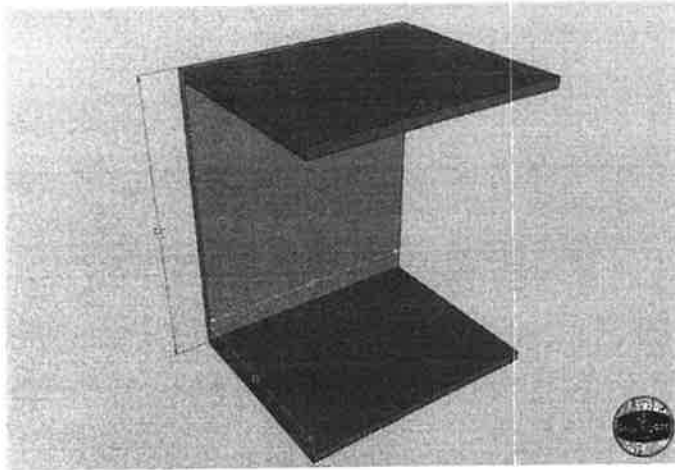
List some action steps you will take to prepare your project plan. For example, "Complete a more detailed set of drawings."

Get accurate measurements for the library, scope out the area in which the project will be put, make copies of directions for the project, and get a good understanding of what i'm doing

## Directions

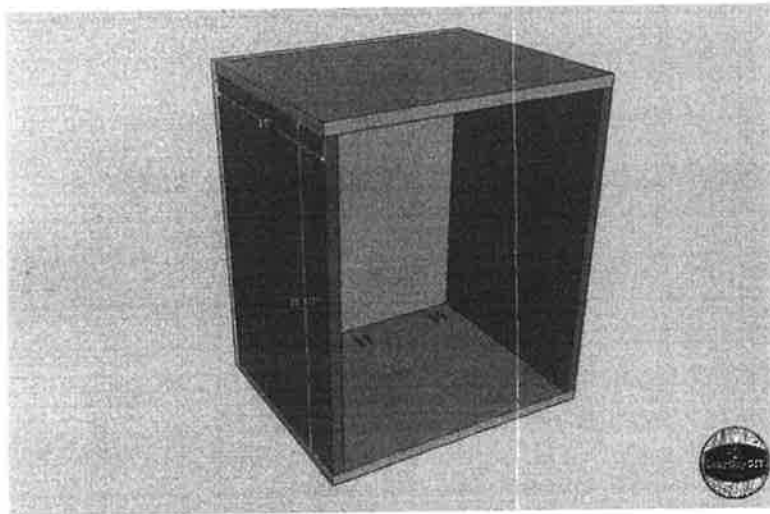
- **Frame**

Pre-drill 3/4" depth pocket holes into both 15" x 19" 3/4" plywood panels and attach to 19" x 23" back panel with wood glue and 1-1/4" exterior Blue Kote Screws.



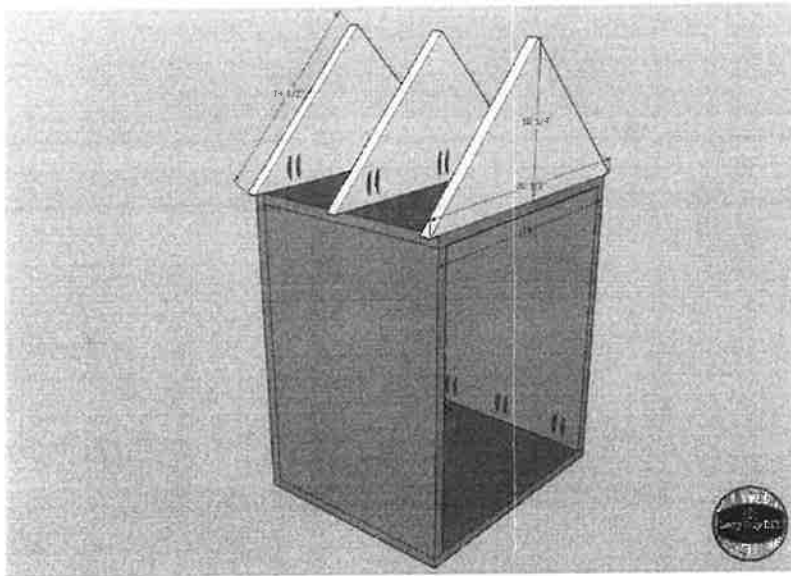
- **Side Panels**

Pre-drill both 15" x 21.50" side panels for 3/4" pocket holes, then attach with wood glue and 1-1/4" exterior pocket screws.



- **Roof Panels**

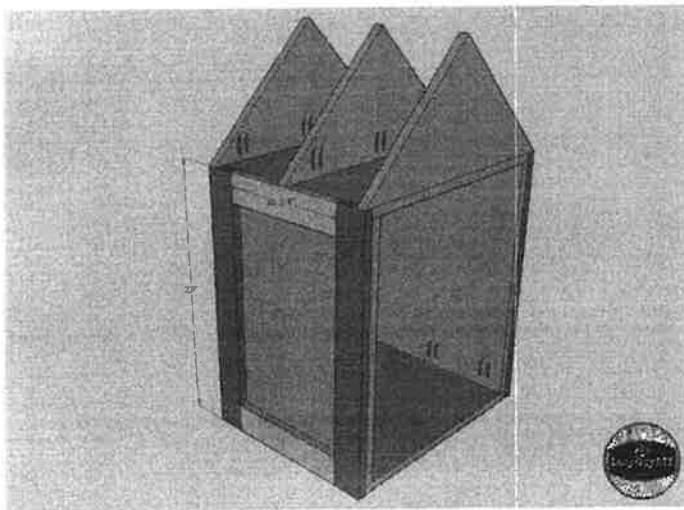
Pre-drill all three roofing panels with 3/4" pocket holes. Place the pocket holes on the inside of the panel to avoid visible holes for finishing. Attach flush to the front and back with 1-1/4" exterior Blue Kote pocket screws and center the middle panel. There should be a 3/4" overhang on each side.



- **Side Trim**

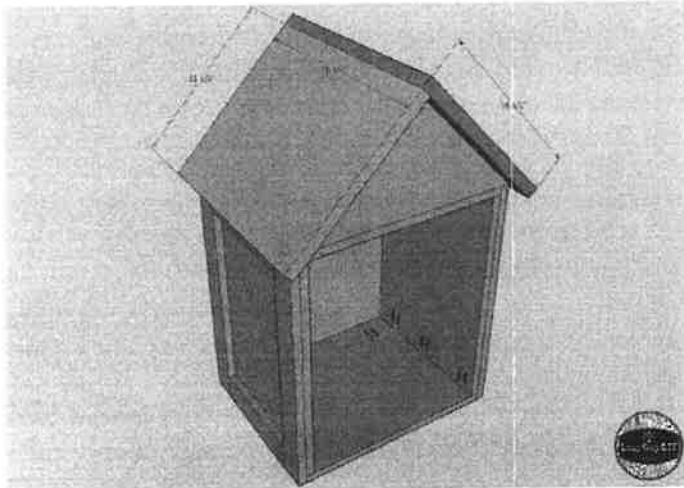
Attach 10.75" & 23" side trim with exterior rated brad nails and wood glue.

\*Note: I used PVC 1"x 3" for the trim, but you can also use 1x3 cedar or pressure treated material.



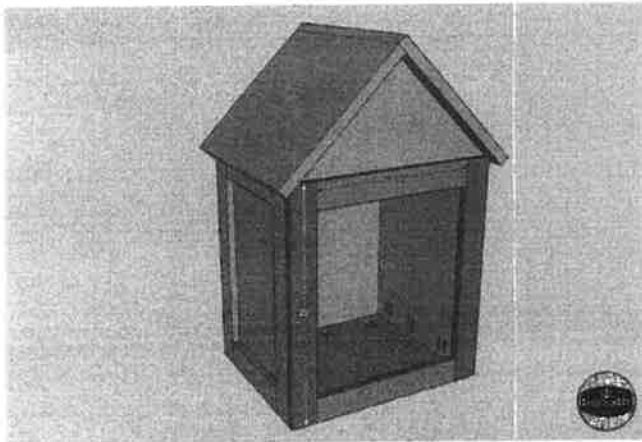
- **Roof**

Attach the roofing panels with wood glue and pre-drilled 2" wood screws. Make sure to overlap the top 16.50" panel. Allow for a 1" overhang on each side.



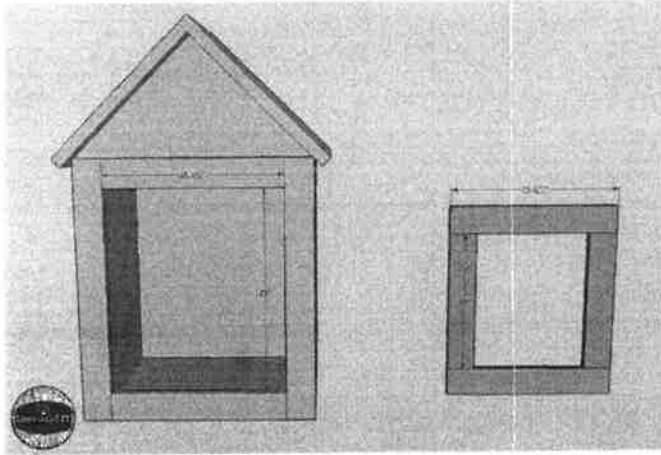
- **Front Trim**

Attach the 15.50" & 23" 1"x 3" trim pieces with wood glue and brad nails. For additional strength, I ran a piece of scrap wood on the inside behind the 15.50" to strengthen the build on both the top and bottom.



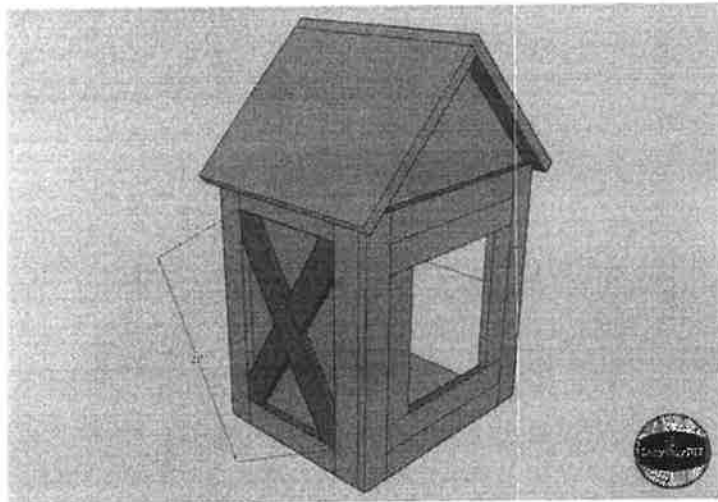
- **Door Build**

Pre-cut the same 1"x 3" material (15.50" & 13") for the door frame. Using the table saw, cut a dado groove on the inside edge of the door frame to slide the plexiglass insert into. I recommend attaching the 2 sides and bottom, slide in the plexiglass window and attach the top. You can also put a touch of silicon sealant in the groove to add to the waterproofing of the door. With the door completed, add hardware (I used rustic t-hinges and a farmhouse handle), plus a magnetic catch on the inside to hold the door shut.



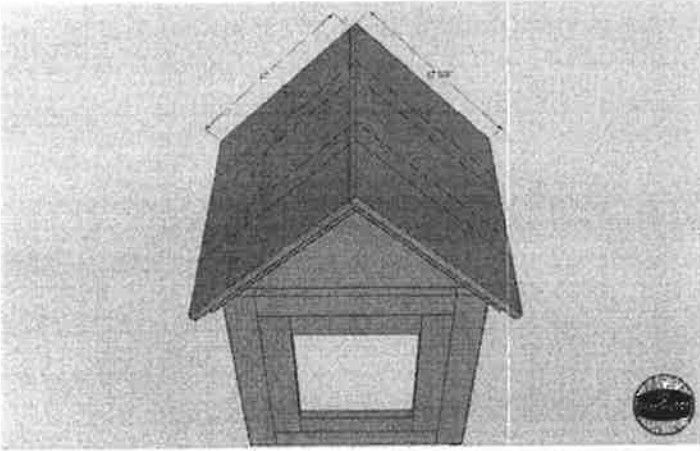
- **X Trim**

Cut and attach the 1"x 3" trim pieces with wood glue and brad nails. Caulk all edges with exterior rated caulk.



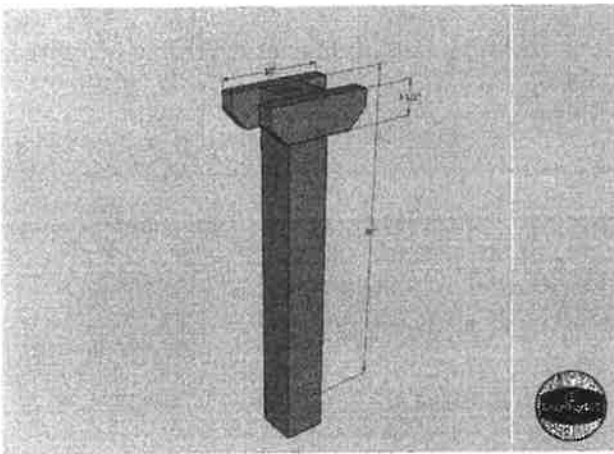
- **Roofing**

Cut four cedar planks to 17" and 17.625" each. Take one of each length and rip down two 2" by length planks (middle inserts to accommodate roof width). Attach planks with an opposite overlap from plywood roofing panels allowing for a 1" overhang on each side. Attach with wood glue and exterior rated brad nails.



- **Pole**

If attaching to a 4"x 4" base, inset the pole into the ground at least 12". Attach the 2"x 4" x 10" supports to the bottom of the library with a space wide enough for a 4"x 4". Pre-drill and attach to the 4" x 4" with 2 bolts or length wood screws.



CITY OF  
DAPHNE, ALABAMA

*Proclamation*

WHEREAS; children are our future, and the strength and prosperity of Daphne depend upon their safety, well-being, and opportunity to thrive; and

WHEREAS; all children deserve the comfort and stability of a safe, loving, and nurturing home with a family who empowers them to achieve their full potential; and

WHEREAS; prevention is possible, and through strong policies, early intervention, and intentional investments, Daphne's families and children can thrive, fostering stability, resilience, and long-term well-being; and

WHEREAS; a child's early experiences have profound and lasting psychological, emotional, and physical impacts throughout life; and

WHEREAS; protecting children from trauma requires vigilance and engagement from all community members, educators, childcare providers, medical professionals, law enforcement officials, faith leaders, business leaders, social workers, policymakers, and families; and

WHEREAS; effective prevention efforts succeed through strong partnerships among public and private agencies, community and faith-based organizations, and dedicated professionals committed to strengthening families and supporting at-risk children; and

WHEREAS; primary prevention initiatives, including early childhood visiting programs, policies that promote economic stability and mobility, and community-based child abuse prevention efforts, reduce the likelihood of abuse and neglect and help ensure children have the foundation for lifelong well-being; and

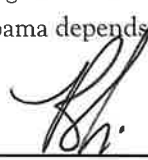
WHEREAS; child abuse and neglect are preventable.


NOW,  
THEREFORE; I, Robin LeJeune, as the Mayor of the City of Daphne, together with the Daphne City Council, do hereby proclaim April 2026 as

*Child Abuse Prevention Month*

in the City of Daphne and urge all citizens to recognize that child abuse and neglect are preventable and that a healthy and prosperous Alabama depends upon strong families and supportive communities.



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

  
\_\_\_\_\_  
*Cindy Beaudreau*  
Cindy Beaudreau, City Clerk

CITY OF  
DAPHNE, ALABAMA

*Proclamation*

WHEREAS; emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS; when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS; the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Daphne communications center; and

WHEREAS; Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS; Public Safety Telecommunicators are the single, vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS; Public Safety Telecommunicators of Daphne have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and


WHEREAS; each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.


NOW,  
THEREFORE; I, Robin LeJeune, as the Mayor of the City of Daphne, together with the Daphne City Council, do hereby proclaim April 12 - 18, 2026 as

*National Public Safety Telecommunicators Week*

in the City of Daphne in honor of the men and women whose diligence and professionalism keep our city and citizens safe.



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

  
\_\_\_\_\_  
Cindy Beaudreau, City Clerk

**March 16, 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 6:00pm.

**ROLL CALL:**

**COUNCIL MEMBERS PRESENT:** Tommie Conaway, Steve Olen, Stephanie Messinger, Benjamin Hughes and Jennifer Green

**COUNCIL MEMBERS ABSENT:** Joel Coleman and Oliver Roberts

**Also Present:** Jay Ross, City Attorney; Mayor LeJeune; Captain Ardis, 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; Vickie Hinman, Human Resources; Eric Butler, Building Inspection; Dareon Maynard, Junior City Councilmember; Schuyler Smith, Junior City Councilmember; Lakyn Coggin, Junior City Councilmember; and Jessica Linne, Assistant City Clerk.

**INVOCATION/PLEDGE OF ALLEGIANCE:**

Invocation was given by Pastor Andrew Tewell, Shore Light Baptist Church.

**2. PROMOTIONS AND PUBLIC HEARINGS:**

Chief Tacon presented three Fire Department Promotions: Apparatus Engineer Thomas Elliott, Apparatus Engineer Galen Lambeth and Apparatus Engineer Christopher Drogmiller.

**PUBLIC HEARING:** Adrienne Jones presented on the pre-zoning of property located at the Northwest Intersection of County Road 64 and County Road 54 West – Louisa Marco Toler Revocable Trust Dated July 24, 2024.

Public hearing opened at 6:07pm.

Aaron Collins, Dewberry, represented the developer and said there were no changes to the master plan.

Public hearing closed at 6:09pm.

**PUBLIC HEARING:** Adrienne Jones presented on the pre-zoning of property located Northwest of County Road 64 and Alabama Highway 181 – Joseph A. Allegri Jr Properties II, LLC, Jerry and Louise Volovecky, Sr. Family Limited Partnership.

Public hearing opened at 6:09pm.

Charlie Trottmann, developer, shared the details of the proposed plan.

Andrew Tewell, 11151 Colvin Lane, said he likes the idea of a grocery store closer in the area.

Ben Schoenfeld, 9671 Pleasant Road, said he doesn't think this proposal isn't a good thing for the area and requested the Council deny the pre-zone and annexation.

Public hearing closed at 6:32pm.

**PUBLIC HEARING:** Adrienne Jones presented on the Annexation of property located Northwest of County Road 64 and Alabama Highway 181 – Joseph A. Allegri Jr Properties II, LLC, Jerry and Louise Volovecky, Sr. Family Limited Partnership.

Public hearing opened at 6:32pm. No one came forward to speak.

Public hearing closed at 6:32pm.

March 16, 2026  
CITY COUNCIL MEETING  
REGULAR BUSINESS MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:00 P.M.

**PROPOSED EXTENSION OF DEMOLITION DEADLINE HEARING:** Eric Butler, Building Inspection, presented on the request proposing extension of demolition deadline for 505 Van Avenue.

Public hearing opened at 6:33pm. No one came forward to speak.

Public hearing closed at 6:33pm.

3. **APPROVE THE MINUTES:**

The minutes from the March 2, 2026 Regular Meeting were approved.

4. **REPORT OF STANDING COMMITTEES:**

**A. FINANCE COMMITTEE**

Councilwoman Conaway said the Committee met earlier and the minutes will be in the next Council packet.

**MOTION by Councilwoman Conaway to authorize the Mayor to hire a GIS Analyst at a salary above the midpoint. No second was needed.  
MOTION CARRIED UNANIMOUSLY.**

**B. BUILDINGS & PROPERTY COMMITTEE**

Councilwoman Messinger said the February new Construction and Building Report is in the packet and out of that there were 7 certificates of occupancy, 168 permits issued, 10 new residential home permits, totaling \$58,004.87. She said the minutes from the February meeting are in the packet and the next meeting is April 13<sup>th</sup> at 5:15pm.

**C. PUBLIC SAFETY COMMITTEE**

Councilwoman Green said the next meeting is April 13<sup>th</sup> at 4:30pm and the minutes from the February meeting are in the packet.

**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE**

Councilman Hughes said the next meeting is April 6<sup>th</sup> at 4:30pm.

**E. PUBLIC WORKS COMMITTEE**

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

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

**A. Board of Zoning Adjustments**

Mrs. Jones said a daycare center was approved at the last BZA meeting.

**B. Daphne Public School Commission**

Councilman Hughes said the next meeting will be March 23<sup>rd</sup> at 5:30pm at Daphne Elementary School.

**C. Downtown Redevelopment Authority**

Councilwoman Conaway said the next meeting is March 19<sup>th</sup> at 5:30pm and the minutes from the February meeting are in the packet.

**D. Industrial Development Board**

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

**March 16, 2026  
CITY COUNCIL MEETING  
REGULAR BUSINESS MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:00 P.M.**

**E. Library Board**

Councilman Olen said the next meeting is April 9<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**

Councilwoman Green said the next meeting is May 13<sup>th</sup> at 6:00pm.

**H. Utility Board**

Councilman Coleman was absent.

**6. PUBLIC PARTICIPATION:**

Public participation opened at 6:38pm.

Andre and Laventia Lemaitre, Via De La Rosa, expressed concern about a family member who is unable to build a home due to not having an assigned 911 address. Council President suggested they speak to Mr. Strunk.

Public participation was closed at 6:41pm.

**7. MAYOR'S REPORT:**

Mayor LeJeune was absent.

**8. CITY ATTORNEY REPORT:**

City Attorney said there was no report.

**9. DEPARTMENT HEAD COMMENTS:**

Ange Baggett, Marketing, said the Sunday Concert Series begins Sunday, March 22<sup>nd</sup>, 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 the department put some new hardware on Gator Boardwalk and updated the Council about other recent projects.

Charlie McDavid, Recreation, said the first travel ball tournament was this past weekend as well as a pickleball tournament. He shared about upcoming tournaments, animal shelter events and said the splash pad opens March 27<sup>th</sup>.

Adrienne Jones, Planning, explained to the Council how an individual obtains a paved road.

Junior City Council, Dareon Maynard, shared that there are multiple members of the Junior Council in Washington, D.C.

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

**MOTION by Councilwoman Green 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. Seconded by Councilwoman Messinger.  
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger 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. Seconded by Councilwoman Green.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to approve the 020 – Restaurant Retail Liquor to Daphne IWC LLC dba Island Wing Company located at 29740 Urgent Care Drive, Ste A, Daphne, Alabama.**

**Seconded by Councilwoman Green.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Green 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. Seconded by Councilwoman Conaway.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to approve the Community Spirit Day on October 3, 2026 from 2:00 – 5:00pm at Lott Park. Seconded by Councilman Olen.**

**MOTION CARRIED UNANIMOUSLY.**

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

**MOTION by Councilman Olen to waive the reading of Resolutions 2026-18 and 2026-19. Seconded by Councilwoman Green.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Olen to adopt Resolution 2026-18. Seconded by Councilwoman Conaway.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger to adopt Resolution 2026-19. Seconded by Councilwoman Green.**

**MOTION CARRIED UNANIMOUSLY.**

12. **2<sup>ND</sup> READ ORDINANCES:**

**March 16, 2026  
CITY COUNCIL MEETING  
REGULAR BUSINESS MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:00 P.M.**

**13. 1<sup>st</sup> 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 and Louise Volovecky Sr, 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 and Louise Volovecky Sr, Family Limited Partnership

**14. COUNCIL COMMENTS**

Councilwoman Conaway reminded everyone the Lupus Walk is March 21<sup>st</sup> beginning at 9:00am.

Councilman Olen congratulated the firefighters recognized for their promotions.

Councilwoman Messinger thanked the public for their input in the proposals for pre-zoning and annexations. She encouraged everyone to consider embracing growth.

**15. ADJOURN:**

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:55PM.

Respectfully submitted by,

Certification of Presiding Officer,

\_\_\_\_\_  
Cindy Beaudreau, City Clerk

\_\_\_\_\_  
Benjamin Hughes, Council President



CITY OF DAPHNE  
FINANCE COMMITTEE MINUTES  
MONDAY, MARCH 16, 2026  
at 4:30 P.M.

**1. CALL TO ORDER/ROLL CALL**

The meeting was called to order at 4:30 p.m.

**Present were:**

Chairwoman Mrs. Tommie Conaway  
Councilman Mr. Steve Olen  
Councilman Mrs. Stephanie Messinger

Councilman Mr. Ben Hughes  
Councilwoman Mrs. Jennifer Green

**Also Present:** Finance Director Mrs. Kelli Reid, Accountant III Ms. Suzâne Henson, Human Resource Director Mrs. Vickie Hinman, Human Resources Deputy Director Jensen Carrell, Assistant City Clerk Mrs. Jessica Linne, Executive Director of City Development Mr. Troy Strunk, Fire Chief Ms. LeAnn Tacon, Director of Events and Marketing Mrs. Ange Baggett, Community Development Director Adrienne Jones, Solid Waste Manager Randy Jones, Public Works Director Mr. Bobby Purvis, City Engineer Andy Bobe, and City Attorney Mr. Patrick Dungan.

Junior City Council – Schuyler Smith, Lakyn Coggin, and Dareon Maynard.

**2. PUBLIC PARTICIPATION**

There was no public participation.

**3. APPROVE MINUTES FOR THE PREVIOUS MEETING**

The previous meeting minutes were approved.

**4. HUMAN RESOURCES BUSINESS**

**A. Update on Human Resources Department Activity**

Mrs. Vickie Hinman reviewed the Human Resources Report:

- Current Open Positions – 15

Mrs. Hinman noted that they had found someone to fill the GIS Analyst position that has been open since the first of December 2025. Mrs. Hinman explained a motion would be needed for the City to offer the applicant a salary that is above the midpoint on the salary range. Mrs. Carrell noted they felt a higher salary offer is warranted due to the experience and education the applicant possesses. Mr. Olen and Mr. Hughes asked what the differential is between the offer and the midpoint.. Mrs. Hinman noted the differential is \$4,400. Mrs. Reid noted no appropriation is needed since there have been a couple vacancies in this department.

Mrs. Hinman reviewed the monthly Safety Committee meeting topics and discussed other Human Resources projects and events. Mr. Hughes asked if the police hires were certified or would need to go through training. Mrs. Carrell noted they will need to go through training. Discussion continued on what topics are covered in the Safety meeting.

***MOTION BY Mr. Hughes to authorize the Mayor to hire a GIS analyst at a salary above the mid-point range.  
Seconded by Mr. Olen.  
MOTION CARRIED UNANIMOUSLY***

**5. BUSINESS LICENSE REPORT**

**A. Report: New Business Licenses – February, 2026**

Mrs. Reid reviewed the following reports and information:

- Total Business Licenses issued were 56 new and 1,094 renewals for a total of 1,150 in February 2026
- New Businesses with a physical location in Daphne - 18
- Code enforcement issued 129 warnings resulting in businesses becoming compliant and \$112,204.99 in revenue.
- Simplified Sellers Use Tax collections - \$302,796.62 and YTD collections - \$1,219,216.73.

Mrs. Reid discussed a bill that is going through Legislation that would change the process for calculating what contractors pay for their business license. Mr. Strunk noted the Alabama Contractors Board is promoting this bill. The League has voiced its opposition to the Bill as well as several municipalities. Mr. Strunk noted the reason this is being discussed is he

and Mrs. Reid are looking at how much estimated revenue will be lost and how the City will adjust for this loss in revenue. Discussion continued on how the business license rates are calculated.

**6. SALES & LODGING TAX REPORT**

**A. Sales and Use Taxes: January, 2026**

Ms. Henson reviewed the Sales & Use Tax Reports: \$2,333,264.90 was collected for January, 2026 which was up \$139,646.54 from January 2025's collections.

- YTD Variance over Budget - \$1,001,340.71

**B. Lodging Tax Collections, January, 2026**

Ms. Henson reviewed the Lodging Tax Collections Report and noted the collections for January, 2026 were \$136,612.19 which is up \$14,089.67 from January 2025's collections.

- YTD Variance over Budget - \$29,972.83
- Recreation balance for related purchases as of **January, 2026** - \$772,944.04
- Bayfront balance for related purchases as of **January, 2026** - \$ 1,642,783.28

**C. Monthly Occupancy Fee Tax Collections, January, 2026**

Mrs. Reid reviewed the Monthly Occupancy Fee Tax Collections Report: \$43,294.50 was collected for **January, 2026** which was up \$4,368.50 from **January 2025's** collections:

- YTD Variance under Budget - (\$2,158.50)
- Reserved balance for Occupancy Fee as of **February, 2026** - \$717,780.00

**7. FINANCIAL SCHEDULES & REPORTS**

**A. Financial Reports**

**1. Treasurer's Report: February, 2026**

Mrs. Reid reviewed the Treasurer's Report:

TREASURER'S REPORT					
As of February 28, 2026					
Account Type/Title	2/28/2026	1/31/2026	Increase (Decrease) from last Month	2/28/2025	Increase (Decrease) from Last Year
<b>GENERAL FUND &amp; ENTERPRISE FUNDS</b>	\$ 20,824,510	\$ 22,048,132	\$ (1,223,622)	\$ 25,530,004	\$ (4,705,494)
<b>INVESTMENT FUND</b>	13,587,860	11,470,687	2,117,172	10,976,053	\$ 2,611,807
<b>Total Unrestricted Cash Balance</b>	<b>34,412,370</b>	<b>33,518,819</b>	<b>893,551</b>	<b>36,506,057</b>	<b>(2,093,687)</b>
<b>SPECIAL REVENUE FUNDS</b>					
4 CENT GAS TAX	426,279	421,348	4,931	361,893	64,386
7 CENT GAS TAX	458,847	452,587	6,260	377,797	81,050
10 CENT GAS TAX	401,099	378,833	22,266	350,101	50,998
TREE & FLOWER	-	-	-	4,717	(4,717)
ANIMAL SHELTER FUND	134,695	134,695	-	242,455	(107,760)
MOBILE INFIRMARY BUILDING	133,041	98,901	34,140	117,850	15,191
FEDERAL DRUG FORFEITURES	101,664	101,664	-	272,671	(171,007)
LOCAL DRUG FORFEITURES	89,889	89,889	-	85,149	4,740
LIBRARY	97,397	87,060	10,337	69,837	27,560
COURT TRAINING & EQUIPMENT	43,338	42,739	599	42,337	1,001
COURT/CORRECTION	600,631	600,222	409	507,758	92,873
LODGING TAX	3,133,507	3,086,359	47,148	2,379,303	754,204
<b>AGENCY FUNDS</b>					
SELF INSURANCE	194,393	196,110	(1,717)	225,989	(31,596)
OPEB TRUST INVESTMENT FUND	2,325,622	2,295,344	30,278	1,895,545	430,077
	8,140,402	7,985,751	154,651	6,933,402	1,207,000
<b>CAPITAL PROJECT FUNDS</b>					
CAPITAL RESERVE	17,750,012	17,016,717	733,295	5,216,428	12,533,584
2023 CONSTRUCTION FUND	161,151	321,625	(160,474)	5,107,233	(4,946,082)
	17,911,163	17,338,342	572,821	10,323,661	7,587,502
<b>DEBT SERVICE FUNDS</b>					
DEBT SERVICE	657,016	724,537	(67,521)	631,233	25,783
<b>Total Restricted Cash Balance</b>	<b>26,708,581</b>	<b>26,048,630</b>	<b>659,951</b>	<b>17,888,296</b>	<b>8,820,285</b>
<b>Total City Cash Balance</b>	<b>\$ 61,120,951</b>	<b>\$ 59,567,449</b>	<b>\$ 1,553,502</b>	<b>\$ 54,394,353</b>	<b>\$ 6,726,598</b>
	<b>Encumbrance Total as of</b>	<b>2/28/2026</b>		<b>\$ 143,606.43</b>	

**2. Encumbrance Report**

- Encumbrance balance - \$143,606.43 as of February, 2026.

Mrs. Reid reviewed the Encumbrance Report and noted the final invoice for the PD Microwave Link should be paid soon and noted Mr. McDavid will be flying to Warsaw, Indiana to pick up the Animal Shelter van after the inside buildout has been completed.

**3. Outstanding Appropriations**

Mrs. Reid reviewed the Outstanding Appropriations. Mrs. Reid noted the final bill has been paid for the Trione Sports Complex softball field lighting and noted the largest balance remaining is for the Amphitheater. Mr. Strunk noted that progress has been made at the Bayfront Amphitheater project. He noted the bathroom is framed up and the pilings and stage are in for the amphitheater.

**4. Financial Overview: Debt Summaries & Monthly Financial Statements**

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), February, 2026
  - Outstanding Warrant Balance as of February 28, 2026: \$27,201,132
  - Outstanding Capital Lease Balance as of February 28, 2026:
    - General Fund: \$201,793
    - Enterprise Fund: \$675,147
- Overtime Report YTD
- Monthly Financial Statements, January 2026
  - General Fund YTD Budgetary Net Income: \$8,696,787 which is more \$442,592 than the prior YTD net income
  - Solid Waste Fund Transfers \$0
  - Civic Center Fund Transfers \$96,839

**Summary of Budgetary Amendments**

Mrs. Reid reviewed the General Fund budgetary amendments made to the FY2026 Budget.

- Total Appropriations Year to Date – \$200,475
- Adjusted Expenses over Revenue – (\$174,739)

**5. Unfunded Future Projects Expenditure Summary**

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary and noted the Mayor’s office is working on the Olde Towne Upgrade project. Discussion continued on the projects.

**B. Bills Paid Reports – February, 2026**

The Bills Paid Report was previously presented electronically.

**8. BIDS & APPROPRIATIONS (Resolution)**

**A. ALDOT: ATRP2 Grant - Addition of Southbound Turning Lane on SR-181 at Corte Road**

1. **Authorizing Mayor to enter into agreement with ALDOT: ATRP2 Grant - Addition of Southbound Turning Lane on SR-181 at Corte Road.**

Mrs. Reid noted a Resolution is included in the packet and is required in order to authorize the Mayor to sign the ATRIP Grant.

***MOTION BY Mrs. Messinger to recommend to Council to adopt a Resolution authorizing the Mayor to enter into an agreement with ALDOT for the ATRP2 Grant - Addition of Southbound Turning Lane on SR-181 at Corte Road. Seconded by Mrs. Green.***  
***MOTION CARRIED UNANIMOUSLY***

**2. Appropriation: ALDOT: ATRP2 Grant - Addition of Southbound Turning Lane on SR-181 at Corte Road - Engineering Fees-\$184,446**

Mrs. Reid noted an appropriation in the amount of \$184,446 is needed for this project and this was previously discussed at the Public Works meeting and will be on the Council meeting agenda for the meeting tonight.

***MOTION BY Mr. Hughes to recommend to Council to Adopt a Resolution to Appropriate \$184,446 for Engineering Fees for the ATRP2 Grant - Addition of Southbound Turning Lane on SR-181 at Corte Road. Seconded by Mrs. Green.***  
***MOTION CARRIED UNANIMOUSLY***

**B. Appropriation - Energy Efficient Grant - City Hall Chiller - \$213,494**

Mrs. Reid noted the energy efficient grant for a new City Hall chiller was discussed at the last Building and Property meeting. Mrs. Reid discussed an e-mail the City just received from the Energy Efficient Grant noting the grant requirements would not allow the City to purchase the chiller through a cooperative contract. Mrs. Reid noted the State of Alabama bid law states that equipment can be purchased off a coop contract. Mrs. Reid stated the grant is no longer an option since there are greater savings to purchase from the cooperative contract. Mrs. Reid noted additional monies will be needed since the grant monies will not be applied.

***MOTION BY Mrs. Messinger to recommend to Council to adopt a Resolution appropriating \$213,494 for the purchase of a City Hall chiller. Seconded by Mr. Olen .***  
***MOTION: AYE - Conaway, Olen, Messinger, Green. ABSTAIN - Hughes MOTION CARRIED***

**9. SURPLUS**

**A. Surplus: 2008 Ford F550 Super Duty W/Dump Bed-V#1203**

Mrs. Reid noted a 2008 Ford 550 truck is being requested to be surplused.

***MOTION BY Mr. Hughes to recommend to Council to declare certain property surplus and authorize the Mayor to dispose of the following surplus property: 2008 Ford F550 Super Duty W/Dump Bed-V#1203. Seconded by Mrs. Messinger.***  
***MOTION CARRIED UNANIMOUSLY***

**10. NEW BUSINESS**

There was no new business discussed.

**11. OLD BUSINESS**

There was no new business discussed.

**12. ADJOURN** The meeting adjourned at 5:10 p.m.

STATE OF ALABAMA )

ADCNR GRANT#: G-CDRC/25/CD

BALDWIN COUNTY )

**GOMESA GRANT AGREEMENT**

THIS GOMESA GRANT AGREEMENT, (“Agreement”) is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as “ADCNR”, and City of Daphne, hereinafter referred to as “Grantee” (ADCNR and Grantee collectively hereinafter “Parties”) to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 (“GOMESA”).

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to assist with the renovations of the Daphne Recreation Center including repaving of the parking lot, as described in the Disbursement Justification attached as Exhibit A (“Project”).
  
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
  - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
  - b. Mitigation of damage to fish, wildlife, or natural resources;
  - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
  - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
  - e. Planning assistance and the administrative costs of complying with GOMESA.
  
3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and

fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner’s signature (“Project Commencement Date”) and end May 1, 2030.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner’s signature (“Effective Date”) and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION and 00/100 (\$4,000,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:
  - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.
  - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded

by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

- c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
  - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.
10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources  
Attention: GOMESA Coordinator  
31115 Five Rivers Blvd.  
Spanish Fort, AL 36527

**11. INDEMNIFICATION AND HOLD HARMLESS:**

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which

may occur or in any way grow out of, any act or omission of Grantee or its officers, agents, and employees. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein by Grantee. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United

States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: [https://archives.alabama.gov/officials/rdas/conservation\\_rda.pdf](https://archives.alabama.gov/officials/rdas/conservation_rda.pdf)), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
  - b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to [Central.Records@Examiners.Alabama.gov](mailto:Central.Records@Examiners.Alabama.gov). Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
20. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of FIVE MILLION DOLLARS (\$5,000,000) for claims which may occur or in any way grow out of any act or omission of Grantee or its officers, agents, or employees, which is intended to provide insurance coverage for Grantee's indemnity obligations as set forth in Paragraph 11, and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.
21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
  - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
  - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
25. **NON-APPROPRIATION AND PRORATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be cancelled, and, to the extent permissible by law, the Grantee 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 Agreement. 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 Grantee is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the Grantee shall have the option, in addition to the other remedies of the Agreement, of renegotiating the Agreement to extend or change payment terms or amounts, or terminating the Agreement. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.
26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that 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.
27. **ALTERNATIVE DISPUTE RESOLUTION:** 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.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee 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 the State can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner  
Alabama Department of Conservation and Natural Resources  
64 N. Union St., Suite 468  
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Daphne  
Attention: Robin LeJeune, Mayor  
P.O. Box 400  
Daphne, AL 36526

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

- 38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
- 39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
- 41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

**ADCNR:**

**GRANTEE:**

\_\_\_\_\_  
Christopher M. Blankenship  
Commissioner

\_\_\_\_\_  
City of Daphne  
Robin LeJeune, Mayor

Date: \_\_\_\_\_

## EXHIBIT A

### State of Alabama GOMESA Disbursement Justification

#### **Background:**

GOMESA was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

#### **Project Description:**

##### Renovation of the Daphne Recreation Center – City of Daphne

In 2021, the City of Daphne was awarded funding for the acquisition of the Thomas Medical Center building (G-CDBA/21/CD), which is adjacent to Bayfront Park and Village Point Park Preserve (Figure 1). Through the development of the Comprehensive City Plan, the city envisioned a future Bayfront Park with an outdoor event space including entertainment venues, waterfront boardwalk, public restrooms, a recreation and fishing pier, designated viewing and educational areas, and waterfront boardwalks. The construction of the amphitheater, public restrooms, designated viewing and educational areas, boardwalks, and parking area are underway utilizing a 2023 GOMESA award (G-CDBP/23/CD).

With direct access to Bayfront Park and Village Point Park Preserve, the Thomas Medical Center building will be renovated to become the Daphne Recreation Center. The Recreation Center will

include a multi-purpose hub that supports year-round recreation, wellness, and civic engagement. The renovations will fully embrace the property's unique waterfront location by creating a bayfront interface that enhances public access and visual connection to Mobile Bay. The Recreation Center will include interior renovations for indoor sports and fitness activities such as basketball, pickleball, volleyball, playgrounds, and walking tracks (Figure 2). Additional renovations include offices, senior center rooms, concession areas, and parking lot repaving. With a design focused on connection to nature, the Daphne Recreation Center will offer an enhanced experience for individuals who may not otherwise frequent the city's waterfront parks by blending indoor recreation with direct access to the waterfront. The GOMESA funding will provide \$4 million to complete the engineering & design and initiate construction of the parking lot repaving and a portion of the indoor renovations. The City of Daphne will leverage an additional \$23 million to cover the remaining costs which include Permitting, Construction Engineering and Inspection, Construction/Grant Administration and the remaining construction costs for the Recreation Center renovations.

The objectives of this project are consistent with GOMESA Authorized Uses including the implementation of a federally approved marine, coastal, or comprehensive conservation management plan and mitigation of impacts of outer Continental Shelf activities through the funding of the onshore infrastructure activities. The Mobile Bay National Estuary Program (MBNEP) developed an approved plan entitled "Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023." The CCMP includes Ecosystem and Restoration Planning Strategies (ERP – 5) which seeks to restore and expand human connections to nature as a mechanism for improving environmental protection. In addition, the Alabama Coastal Area Management Plan (ACAMP) – Coastal Development Policy 10 supports the continued development of public access areas to coastal lands and waters for recreational purposes and to encourage the acquisition, development, and/or improvement of properties within the Alabama Coastal Area for public access in a manner consistent with the ACAMP. This project will enhance public recreational opportunities along the Eastern Shore community. Furthermore, the Recreation Center will mitigate impacts to outer Continental Shelf activities through the funding of an onshore infrastructure project.

### **Project Duration:**

This project is expected to take approximately forty-eight (48) months from the execution of the Agreement.

**Project Costs:**

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs which includes satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement.

The second and final installment will be disbursed following submission of an invoice that includes (1) satisfactory evidence that Grantee is in compliance with insurance requirements set forth in Paragraph 20 of the Agreement; (2) satisfactory verification that construction completion of project components can be achieved through available funding; and (3) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

**Anticipated Costs:**

<b>Installment</b>	<b>Category</b>	<b>Estimated Cost</b>
1	Engineering & Design Associated with the Recreation Center	\$1,000,000
2	Construction Costs Associated with the Parking Lot Repaving and a portion of the Recreation Center	\$3,000,000
<b>Total GOMESA Funding Not to Exceed</b>		<b>\$4,000,000</b>
City of Daphne Contribution associated with Construction, Permitting, Construction Engineering and Inspection, and Construction & Grant Administration (or such amount as necessary to achieve GOMESA project completion)		\$23,000,000
Estimated Total Project Cost		\$27,000,000

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement. Grantee agrees and acknowledges that GOMESA funds cannot serve as a non-federal match for any other federal grant program.

**Nexus to Authorized Use:**

This project meets the criteria set forth in Authorized Uses: (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

\*\*\*\*\*

**Submitted and Approved By:**

\_\_\_\_\_  
Robin LeJeune, Mayor  
City of Daphne

Figure 1: Daphne Recreation Center Location



*Figure 2: Conceptual Drawings of the Indoor Renovations at the Daphne Recreation Center*



Daphne Downtown Redevelopment Authority

Thursday, March 19, 2026

Meeting Minutes

Attendees: Daphne Robinson, Chairperson; Monica Kurth, Vice Chair; Dayna Oldham, Treasurer; Adam Campbell, Member; Pamela Marks, Member; Jason Goffinet, Member; Laura Johnson, Member; Steve Olen, City Council; Tommie Conaway, City Council

A. Call to Order – 5:30p.m.

- a. Prayer/Pledge of Allegiance
- b. Member present roll Sheet / Greet Public Participants
- c. Approve minutes
  - i. Motion: Jason motions to approve minutes as submitted, Pam seconds, all in favor, motion passes unanimously

B. Public Participation

- a. Courtney Miller of Hello September, observing

C. Treasurer Report

- a. See attached below

D. City Council update

- a. Upcoming events March 20, 21: Seeds Crawfish boil, Lupus Walk, Pet adoption hosted by Bryant Bank

E. Committee Progress Reports

- a. Website and Social Media Pages: Monica Kurth
  - i. Project nearing completion, images showing the progress to be shared on our social media pages
- b. Furniture: Monica Kurth/Dayna Oldham
  - i. Storage fees have been waived for January and February, waiting on certificate of occupancy in order to move items into the VRBO
  - ii. New mirror has arrived and ready to be installed
  - iii. Scones on the first master bedroom do not have a switch on them to turn lights on and off, we may need to utilize original scones with on off switch affixed to the fixture. Monica to connect with Steve Morrison regarding electrical.
  - iv. Quote for additional hardwiring came back higher than anticipated. Motion to increase expense from \$500 to \$1,080

Motion: Monica motion to increase the amount, Dana seconds, all approve, motion passes unanimously

c. Items for VRBO: Laura Johnson / Daphne Robinson

- i. No new updates on miscellaneous items
- ii. LVP flooring for the landing is \$250 to install, it is the same flooring used throughout the property

d. Main Street Development: Daphne Robinson

- i. Adam conducted an inquiry with several general contractors to determine pricing for a “vanilla shell” of the retail space (HVAC, basic sheet rock, paint, lighting flooring), there was no substantial cost savings. Our current contractor’s bid is competitive and we have the added benefit of one contact for the totality of the buildout.
- ii. Fire alarm monthly monitoring services: \$35 Hunter, \$38 AIS, VCS did not provide a quote

F. New Business

- a. DRA has been approached by an interested long term renter for VBRO. Daphne to connect with realtor to obtain comps for furnished residential short and long term leasing options and will also explore property management with Book Montrose.
  - b. Next meeting: **March 30, 2026**
    - 1. Minutes and agenda to be emailed no later than Tuesday before the meeting
    - 2. Agenda items are due the Monday prior to scheduled meeting.
  - c. Adjourn
- Submitted Treasurer's Report

3/19/26, 1:53 PM Yahoo Mail - DRA TREASURER REPORT 03/19

DRA TREASURER REPORT 03/19

From: Dayna Oldham (daynaoldham@yahoo.com)  
To: daynaoldham@yahoo.com  
Date: Thursday, March 19, 2026 at 01:52 PM CDT

Hi Everyone,

Loan p'ment Due April 5th  
\$10,737.28

Please find the Treasurer's report below for our meeting this evening, March 19th, 2026. I will be present at the meeting and happy to address any questions at that time.

Deposits EFT (% of the lodging taxes)

**2025**

April 2025	\$6,779.77
May 2025	\$9,404.95
June 2025	\$7,728.85
July 2025	\$8,098.00
August 2025	\$8,851.36
September 2025	\$9,453.54
October 2025	\$7,072.27
November 2025	\$7,085.12
December 2025	\$7,874.64

*Average monthly \$7644.16*

*Roughly 7600*

**2026**

January 2026	\$6,315.85
February 2026	\$6,234.99
March 2026	\$6,830.61

Checking Account balance \$62,867.96 →

Construction account balance \$1,477,010.72

Construction account remaining available amount \$53,340.67

*operating capital*

*Total Cash Flow Capital*  
*\$318,484.69*

We also have 2 CD's (Both of these CD's renew on January 18th this Sunday)


CD #5524	\$140,873.60 (original amt)	\$144,470.21 (cash value)
CD #5532	\$108,379.51 (original amt)	\$111,146.52 (cash value)

*> 255,616.73*

Please let me know if you have any questions and I will be happy to address them during the meeting.

**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**



DATE: March 30, 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 February 26, 2026 and the report of the regular meeting of March 26, 2026 for placement on the April 6, 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 February 26, 2026  
Council Chamber, City Hall - 5:00 P.M.**

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**Call to Order:**

The Chairman called the regular meeting of the City of Daphne Planning Commission to order at 5:00 p.m. The number of members present constitutes a quorum.

**Call of Roll:**

**Members Present:**

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

**Staff Present:**

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

**Approval of Minutes:**

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

**The Chairman asked for input regarding the January 22, 2026 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 opened the floor for public participation. The floor was closed after no one came forward to speak.

The Chairman called for the next order of business: old business.

**Old Business:**

The Chairman stated 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 March 26, 2026.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of February 26, 2026  
Council Chamber, City Hall - 5:00 P.M.**

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**New Business:**

The Chairman called for the next order of business: Lot 6, Daphne Business Park, Unit 3, Site Plan Review.

An introductory presentation was given by the agent, Jason Wooten. He provided a summary of the site plan review as presented on the meeting agenda. He advised that plan revisions were provided with the exception of the location of the top of the creek bank and a stormwater analysis of the detention basin.

Mr. Johnson stated the property to the east is common area and asked staff to explain why a buffer would be required. Mr. Bobe stated the location of the stream bank is significant to ensure that it does not encroach onto the subject property.

Mr. Olen commented that the Environmental Programs Manager provided the following comments: a fifty-foot stream buffer must be shown on the site plan, provide a stormwater facility inspection report, and present a well head protection zone application. Mr. Bobe stated that the owner has provided the application for the well head protection zone, a stormwater inspection report is not necessary for the common detention pond because he has provided onsite detention, and the location of the stream buffer is a minor issue.

Mr. Strunk commented that revisions to the site plan will require re-verification of the landscape plan and asked that landscaping is a part of the conditional approval.

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

**A motion was made by Mr. Olen and seconded by Mr. Spriggs to approve the site plan for Lot 6, Daphne Business Park, Unit 3 with conditions as follows: 50-foot 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. There was no discussion on the motion. The motion carried unanimously.**

The Chairman called for the next order of business: Dutch Bros - Daphne Site Plan Review.

An introductory presentation was given by the agent, Evan Geerts. He provided a summary of the site plan review as presented on the meeting agenda. He advised that all staff comments have been addressed, except for a note stating that an ADEM permit must be obtained prior to the issuance of a site disturbance permit.

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

The City of Daphne  
Planning Commission Minutes  
Regular Meeting of February 26, 2026  
Council Chamber, City Hall - 5:00 P.M.

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A motion was made by Mr. Olen and seconded by Mr. Peterson to approve the site plan for Dutch Bros Daphne with conditions as follows: ADEM permit to be obtained. There was no discussion on the motion. The motion carried unanimously.

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.

None presented.

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

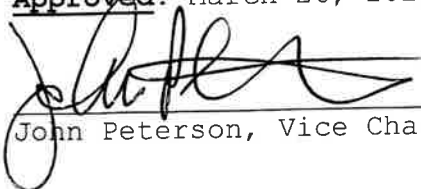
The Director stated no report. Troy Strunk, Executive Director, advised that on February 24, 2026, the City of Daphne has legislatively annexed the following: Louisa Marco Toler Revocable Trust, Circle K, The Exchange at Daphne and Coastal Church.

There being no further business, the meeting was adjourned at 5:10 p.m.

Respectfully submitted by:

  
Jan Allen, Planning Coordinator

Approved: March 26, 2026

  
John Peterson, Vice Chairman

**CITY OF DAPHNE**  
**PLANNING COMMISSION AGENDA**  
**REGULAR MEETING OF MARCH 26, 2026**  
**COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Report



1. **CALL TO ORDER:** 5:00 p.m.
2. **CALL OF ROLL:** Steve Olen, Kevin Spriggs, Bobby Purvis, Nathan Jones, Richard Johnson, Ida Ross Hicks, Lucy Watkins and John Peterson
3. **APPROVAL OF MINUTES:** Review of minutes of the regular meeting of February 26, 2026. **(Approved)**
4. **PUBLIC PARTICIPATION**
5. **OLD BUSINESS:**
  - A. **SABAL AT FISH RIVER MASTER PLAN REVIEW, EAST FISH RIVER PUD MODIFICATION, AND PLANNING COMMISSION APPROVAL OF A HYBRID SANITARY SEWER SYSTEM:**
    1. **File MPR25-04: (Approved)**

Presentation to be given by Austin Lutz, Engineering Design Group, requesting master plan review of Sabal at Fish River Subdivision.
    2. **File AP25-17: (Approved)**

Presentation to be given by Austin Lutz, Engineering Design Group, requesting an amendment to the East Fish River PUD Narrative.
    3. **File AP25-16: (Approved)**

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 April 23, 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. **THE RETREAT AT DAPHNE SITE PLAN REVIEW (ROWAN OAK PUD, FORMERLY REFERRED TO AS THE SANCTUARY):**
    1. **File SP26-04: (Tabled by the Planning Commission until the regular meeting of April 23, 2026 meeting at the request of the applicant)**

Site: The Retreat at Daphne Multi-Family Apartments

Zoning: *PUD, Planned Unit Development*

Location: Northwest of the intersection of County Road 13 and Milton Jones Road Extension

Area: 17.96 ± Acres

Developer: East Wind, LLC and Berkley Hall Construction, LLC

Owner: Red Hill Creek, LLC - James Atchison

Engineer: Hagen Engineering - Nolan Franz

**B. DAPHNE GARDENS, A PARK AT BELROSE AND 6TH STREET PLANNING COMMISSION APPROVAL AND SITE PLAN REVIEW:**

1. File AP26-06: Planning Commission approval of a park in a R-2 zone. **(Approved)**

2. File SP26-05: **(Approved)**

Site: Daphne Gardens, A Park at Belrose and 6<sup>th</sup> Street

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

Location: Southwest of the intersection of Belrose Avenue and 6<sup>th</sup> Street

Area: 0.27 ± Acres

Developer: 68 Ventures, LLC - Nathan Cox

Owner: The City of Daphne - Robin LeJeune

Engineer: Jade Consulting - Paul Marcinko

**C. JERRY AND LOUISE VOLOVECKY, SR., FAMILY LIMITED PARTNERSHIP COMPREHENSIVE PLAN AMENDMENT, PRE-ZONING AMENDMENT AND ANNEXATION PETITION:**

1. CPA26-01: **(Approved an amendment to the Comprehensive Plan and Resolution Number 2026-01)**

Presentation to be given by Charlie Trotman, The Trotman Company, requesting that the Planning Commission consider an amendment to the Envision Daphne 2042 Comprehensive Plan:

(a) Land located northwest of the intersection of County Road 64 and Alabama Highway 181 (PPIN#44044) from:

Present Placetype: Traditional Neighborhood Development

Proposed Placetype: Mixed Use Corridor

2. File PZA26-03: **(Favorable recommendation to City Council)**

Applicant: Jerry and Louise Volovecky, Sr., Family Limited Partnership

Present Zoning: *RA, Rural Agricultural, Baldwin County District 15*

Proposed Zoning: *PUD, Planned Unit Development*

Area: 2.78 Acres ±

Location: Northwest of County Road 64 and Alabama Highway 181

Owner: Jerry and Louise Volovecky, Sr., Family Limited Partnership

Agent: The Trotman Company - Charlie Trotman

3. ANX26-02: **(Favorable recommendation to City Council)**

A presentation to be given by Charlie Trotman, The Trotman Company, requesting annexation of a two-point seven eight-acre parcel owned by Jerry and Louise Volovecky, Sr., Family Limited Partnership located northeast of County Road 64 and Alabama Highway 181. The subject property is currently zoned RA, Rural Agricultural, Baldwin County District 15.

7. **ATTORNEY'S REPORT:** No report.

8. **COMMISSIONER'S COMMENTS:** None presented.

9. **DIRECTOR'S COMMENTS:** None presented.

10. **ADJOURNMENT:** 5:50 p.m.

**Daphne Recreation Board  
Minutes  
14 January 2026**

**Present**

Frank Pierce  
Charlie McDavid  
David Dueitt  
Victor LeJeune  
Betsy Smith  
Kit Smith  
Lisa O'Hara  
Cedric Yelding

**Guest**

Council Member - Jennifer Green  
Daphne HS Rep - Ms Capstraw  
Daniel Theiss

**Proceedings**

The meeting was called to order at 6:00 pm.

A motion was made by Jennifer Green to approve the minutes of 12 November 2025. Seconded by Kit Smith. Minutes approved.

Guest Daniel Theiss requested that the Board consider including a racquetball court in the plans of the new Recreation Center. In lobbying for a court, he stated that the court could be multi-purpose accommodating handball and wallyball as well. The Board agreed to take a look at the Fairhope and the USA Rec Center courts.

**Parks and Recreation Update**

Charlie McDavid reported on the many revenue/rental projects conducted by the city. A total of \$140,000 in rental fees was collected in 2025. Baseball registration is now open; as with all youth sports, anyone who signs up can play (no cap on the number of players per team). Other ongoing projects include retrofitting the lights at Trione Field, resurfacing the pickleball courts at Lott Park, and repairing damage to the basketball courts (fireworks) at Ruff Wilson.

**City Council Update**

Jennifer Green announced that the tax incentive for the new hotel was approved by the Council. Also, a two cents gasoline tax (impact fee on our city streets/roads) has been proposed, and will most likely be approved. A \$2.00 increase per month.

**Old Business**

A handout (Ordinance No.2006-60) was presented to the Board regarding member term limits. It was determined that each member shall serve a term of 5 years. When a member's term is up, the Board may vote to reappoint. Officers were elected and approved: Frank Pierce-elected Chair,

Cedric Yelding-Vice-Chair, and Betsy Smith-elected Secretary. A motion was made by Frank Pierce and seconded by David Dueitt to approve Mr. Yelding as Vice-Chair. Motion carried.

Details of the new Recreation Center are still unavailable.

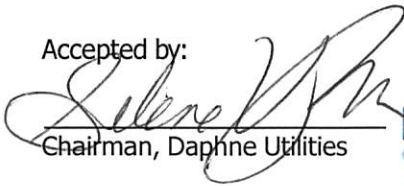
David Dueitt asked for a copy of a park map detailing all the parks within the city of Daphne.

As there was no further business brought before the Board, a motion was made by David Dueitt and seconded by Victor LeJeune to adjourn. Motion carried, and the meeting was adjourned at 7:11 pm.

Next meeting of the Board: Wednesday 11 March 2026 at 6:00 pm.

BRS

Accepted by:

  
Chairman, Daphne Utilities



# APPROVED MINUTES

## Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ February 25, 2026 ♦ 5:00 p.m.

### I. Call to Order

The regular February 2026 Board meeting for the Utilities Board of the City of Daphne was held on February 25, 2026, in the Council Chambers at Daphne City Hall and called to order at 5:00 pm by Chairwoman Selena Vaughn, followed by the Roll Call:

### II. Roll Call

**Members Present:** Selena Vaughn, Chairwoman  
Tim Patton, Vice Chairman  
Billy Mayhand, Secretary/Treasurer

**Members Absent:** Mayor Robin LeJeune, Board Member  
Councilman Joel Coleman, Board Member

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

**Others Absent:** Jerry Speegle – Board Attorney

### III. Pledge of Allegiance

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

### IV. Approval of Minutes

#### Utilities Board Meeting Minutes January 28, 2026

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of January 28, 2026.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of January 28, 2026, would stand approved.

V. OLD BUSINESS –

A. None

VI. NEW BUSINESS –

A. Introduction of 2025/2026 Leadership Academy graduates.

Due to a delayed graduate working on a water main break repair, Chairwoman Vaughn chose to move on to the bid award recommendation.

B. **Recommendation for Bid Award** – Generator Replacement at Trojan Water Treatment Plant (Volkert Project No. 408280) for a total bid amount of \$535,683.00 to Moody’s Electric, Inc. (Board Action: MOTION to Approve).

CEO/GM Scott Polk advised the Board that this is a budgeted item and the generator is needed to handle all the electrical operational equipment in case of a power failure. He also noted that the current generator had some maintenance issues.

*MOTION by Mr. Tim Patton to approve the Recommendation for Bid Award - Generator Replacement at Trojan Water Treatment Plant (Volkert Project No. 408280) for a total bid amount of \$535,683.00 to Moody’s Electric, Inc.; the Motion was seconded by Mr. Billy Mayhand.*

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

VII. BOARD ATTORNEY’S REPORT

Ms. Jennifer Holifield, sitting in for Mrs. Jerry Speegle, announced to the Board that there was nothing to add to the submitted report.

VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee reviewed for the Board: revenue for the year-to-date which was over budgeted projections, expenses for the year were slightly under projections, total net income for the year was also over budgeted projections so far, and net income for January. Ms. Carlee also highlighted miscellaneous checks for board members. She offered to answer any questions from board members.

IX. GENERAL MANAGER’S REPORT

A. GM Report

CEO/GM Scott Polk updated the Board on: the long lead times for the by-pass pumps for the GOMESA grants; notes from the follow-up workshop for the WRF Improvement Plan were included and a more recent follow-up workshop took place with notes from that meeting forthcoming; moving forward with assembling a bid package for Trojan test well; communications regarding the interconnect with Spanish Fort has been complicated with new leadership changes; acceptable water quality for a production well location was found at Johnson Road in Daphmont and discussions with the City of Daphne to consider a property trade site are in process. He also reminded the Board members of his messages apprising

them of an accident involving the Utilities' vac truck with minor injuries to our employee and insurance claim is still be processed. He gave praise to the Wastewater Collection Manager John Reed, along with Alex Godfrey and City of Daphne first responders and public works employees.

**B. Operations Report**

Chief Operations Officer Alex Godfrey reported to the Board members that W.R. Mitchell will begin work on the emergency sewer repair in Lake Forest along the power easement

Communications Officer Samantha Coppels had nothing to add to her submitted report but invited the Board members to attend the first event with the new grill trailer at Fire Station 1 for their first responders' day. She reminded the Board that she would like to take pictures with them and the Leadership Academy graduates along with the Jr. City Council representative.

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

Chairwoman Vaughn returned to the Leadership Academy graduate introduction, with Water Quality Manager Ryan Thomley speaking on behalf of the graduates, followed by pictures with the Board members.

Chief Operations Officer Alex Godfrey explained in more detail the aspects of the Leadership Academy scope.

**X. BOARD ACTION – None**

**XI. PUBLIC PARTICIPATION – At 5:17pm, Chairwoman Vaughn opened and closed Public Participation noting that there was no participation.**

**XII. BOARD COMMENTS –**

Mr. Tim Patton thanked staff for the board book information and pictures.

Mr. Billy Mayhand had no comment.

**XII. ADJOURNMENT**

With no additional comments, the Chairwoman Vaughn called for a motion to adjourn the meeting. Mr. Billy Mayhand made the Motion to Adjourn. The meeting adjourned at 5:18pm.

**Preceding minutes submitted to the Daphne Utilities Board by:**

  
\_\_\_\_\_  
Lori Wilson, Executive Assistant, Daphne Utilities



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260311162013954**



**Type License:** 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

**State:** \$1,000.00    **County:** \$0.00

**Trade Name:** DAPHNE LIQUORS

**Filing Fee:** \$50.00

**Applicant:** SAINATH ENTERPRISES LLC

**Transfer Fee:**

**Location Address:** 28691 US HIGHWAY 98; STE E    DAPHNE, AL 36526

**Mailing Address:** 28691 US HIGHWAY 98; STE E    DAPHNE, AL 36526

**County:** BALDWIN

**Tobacco sales:** YES

**Tobacco Vending Machines:** 0

**Product Type:** 03

**Type Ownership:** LLC

**Book, Page, or Document info:** 001-114-738

**Do you sell Draft Beer?:** N/A

**Date Incorporated:** 01/05/2024

**State incorporated:** AL

**County Incorporated:** MOBILE

**Date of Authority:** 01/05/2024

**Federal Tax ID:** 990555691

**Alabama State Sales Tax ID:** R012123812

<b>Name:</b>	<b>Title:</b>	<b>Date and Place of Birth:</b>	<b>Residence Address:</b>
NAGA SRILAKSHMI ANNAMDEVULA 8268780 - AL	MEMBER	01/17/1986 INDIA	8530 ROSEBUD DR N MOBILE, AL 36695
SRIDHAR SANAKA 8248304 - AL	MEMBER	12/13/1986 INDIA	8530 ROSEBUD DR N MOBILE, AL 36695

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: 20260311162013954**



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:** SRIDHAR SANAKA  
**Business Phone:** 251-635-2337  
**Fax:**

**Home Phone:** 251-635-2337  
**Cell Phone:**  
**E-mail:** SRIDHARSANAKA@GMAIL.COM

**PREVIOUS LICENSE INFORMATION:**

Trade Name:  
Applicant:

Previous Vendor Number:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
**Confirmation Number: 20260311162013954**



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

Name of Property owner/lessor and phone number: **98 AND VAN BUREN LLC 251-432-2520**

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? **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? **YES**

Building Dimensions Square Footage: **6000**

Display Square Footage: **1000**

Building seating capacity: **0**

Does Licensed premises include a patio area? **NO**

License Structure: **SHOPPING CENTER**

License covers: **OTHER**

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: 20260311162013954**



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)?

<b>Name:</b>	<b>Violation &amp; Date:</b>	<b>Arresting Agency:</b>	<b>Disposition:</b>



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**CONSUMABLE HEMP PRODUCTS APPLICATION**  
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**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): *Sridhar Sanaka*

Notary Name (print): *Regina Harris Williams*

Signature of Applicant: *Sridhar S*

Notary Signature: *Regina Harris Williams*

Commission expires: *04/12/27*

Application Taken:                      App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:              Reviewed by Supervisor:

Forwarded to Central Office:

**REGINA HARRIS WILLIAMS**  
**NOTARY PUBLIC**  
**ALABAMA STATE AT LARGE**  
**COMM. EXP. 04/12/27**



**Receipt Confirmation Page**

Receipt Confirmation Number: 20260311162013954  
 Application Payment Confirmation Number: 116728012

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: DAPHNE LIQUORS  
 Applicant Name: SAINATH ENTERPRISES LLC  
 Location Address: 28691 US HIGHWAY 98; STE E  
 DAPHNE, AL 36526  
 Mailing Address: 28691 US HIGHWAY 98; STE E  
 DAPHNE, AL 36526  
 Contact Person: SRIDHAR SANAKA  
 Contact Home Phone: 251-635-2337  
 Contact Business Phone: 251-635-2337  
 Contact Fax:  
 Contact Cell Phone:  
 Contact Email Address:  
 Contact Web Address:  
 Contact Relationship to Applicant: MEMBER

ASSESSMENT ROLLING

DATE RECEIVED BY REVENUE DIV \_\_\_\_\_ 3/16/26 CAC

DATE FORWARDED TO POLICE DEPT \_\_\_\_\_ 3/16/26 CAC

DATE RECEIVED BY POLICE DEPT \_\_\_\_\_ 3/16/2026 KRF

DATE 3/16/2026 APPROVED  DISAPPROVED \_\_\_\_\_

POLICE DEPT SIGNATURE *Shelley Heath*

DATE RETURNED TO REVENUE DIV \_\_\_\_\_ 3/16/2026 KRF

DATE FORWARDED TO CITY CLERK \_\_\_\_\_ 3/16/26 CAC

DATE RECEIVED BY CITY CLERK \_\_\_\_\_

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: American Foundation for Suicide Prevention - Alabama Chapter

APPLICANT NAME: Meesha Emmett

STREET: 1034 Main Street #319 CITY, STATE, ZIP: Gardendale, AL 35071

CONTACT PHONE: 205-778-8284 EMAIL: memmett@afsp.org

"ON SITE" CONTACT PERSON DAY OF EVENT: Meesha Emmett

CELL PHONE: 205-778-8284 EMAIL: memmett@afsp.org

## EVENT INFORMATION

EVENT NAME: South Alabama Out of the Darkness Community Walk

TYPE OF/PURPOSE OF EVENT: Fundraiser

EVENT DATE: 10/11/26 TIME (START- END): 1:00 PM - 4:00 PM

ASSEMBLY TIME: 10:00 AM # PARTICIPANTS/VEHICLES: 500+

EVENT LOCATION: In front of Daphne City Hall

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): We use approximately 30 tables and 60 chairs which have been donated in-kind by the City of Daphne each year. There will be 10x10 tents in use in addition to three portalets, a small stage and a DJ setup. Three to four barricades are brought in as well to block entrances to City Hall.

**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: \_\_\_\_\_

Three to four barricades are used to block entrances to City Hall.

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

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

OTHER SPECIAL ITEMS FOR RENT:

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

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

OTHER SPECIAL REQUESTS: \_\_\_\_\_

\_\_\_\_\_

**MARKETING & COMMUNICATIONS**

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

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

\* If Yes, do you wish for your event to be listed and/or shared on: www.daphneal.com?  Yes  No

Facebook.com?  Yes  No Instagram?  Yes  No LinkedIn?  Yes  No

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

NAME: \_\_\_\_\_ CONTACT PHONE: \_\_\_\_\_

OTHER MARKETING REQUESTS: \_\_\_\_\_

\_\_\_\_\_

**REVENUE/BUSINESS LICENSE**

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

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

**INDEMNITY & HOLD HARMLESS AGREEMENT**

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

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

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

APPLICANT SIGNATURE: Meesha Emmett DATE: 03/17/26

**INTERNAL USE ONLY**

DATE REC'D: <u>03/17/26</u>	CITY CLERK: _____
FIRE DEPT: <u>D.G. Tard</u>	APPROVED ROUTE: _____
POLICE DEPT: _____	ROUTE MAP ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No
PUBLIC WORKS: _____	EVENT FEE: <input type="checkbox"/> Paid \$ _____ CHK# _____
SPORTS & RECREATION: <u>Melvin</u>	<input type="checkbox"/> Waived: _____
MARKETING & EVENTS: <u>Arge Bay</u>	PROOF OF INSURANCE REC'D: <input type="checkbox"/> Yes <input type="checkbox"/> No
** REVENUE: _____	



# City of Daphne Event Permit Application

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

## APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Daphne Middle School PTO

APPLICANT NAME: Leanne Brown

STREET: 1 Jody Davis Circle CITY, STATE, ZIP: Daphne, AL 36526

CONTACT PHONE: 225-347-4300 EMAIL: Brownleanne04@gmail.com

"ON SITE" CONTACT PERSON DAY OF EVENT: Leanne Brown

CELL PHONE: 225-347-4300 EMAIL: Daphnemiddlepto@gmail.com

## EVENT INFORMATION

EVENT NAME: Daphne Middle School Color Run

TYPE OF/PURPOSE OF EVENT: To raise teacher funds for DMS. Will go towards teacher events.

EVENT DATE: 07/18/26 TIME (START- END): 7:00-10:00

ASSEMBLY TIME: 7:00 # PARTICIPANTS/VEHICLES: Unsure

EVENT LOCATION: Old Town Daphne

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): We will most likely have a few tents set up along the route.

I have never hosted a color run so I'm unsure of what all we may need. I'm hoping to get food trucks also.

### SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS:  Yes\*  No \*If Yes, please indicate which City Route is requested: fun run route

WILL YOUR EVENT REQUIRE BARRICADES:  Yes\*  No \*If Yes, please indicate quantity & location: \_\_\_\_\_

Main St, College ave, sixth st, and van avenue

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

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

OTHER SPECIAL ITEMS FOR RENT:

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

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

OTHER SPECIAL REQUESTS: We can try and get donations for tents since we are raising funds for the Middle school.

### 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: Ub

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: Possibly food trucks

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

## INDEMNITY & HOLD HARMLESS AGREEMENT

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

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

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


APPLICANT SIGNATURE: Leanne Brown DATE: 03/25/26

### INTERNAL USE ONLY

DATE REC'D: <u>3-25-2024</u>	CITY CLERK: _____
FIRE DEPT: <u>24 Two</u>	APPROVED ROUTE: _____
POLICE DEPT: <u>7</u>	ROUTE MAP ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No
PUBLIC WORKS: <u>[Signature]</u>	EVENT FEE: <input type="checkbox"/> Paid \$ _____ CHK# _____
SPORTS & RECREATION: <u>[Signature]</u>	<input type="checkbox"/> Waived: _____
MARKETING & EVENTS: <u>Amy Barr</u>	PROOF OF INSURANCE REC'D: <input type="checkbox"/> Yes <input type="checkbox"/> No
** REVENUE: _____	



**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**

DATE: March 30, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development   
SUBJECT: East Fish River PUD Narrative Modification

**PRESENT ZONING:** PUD, Planned Unit Development  
**LOCATION:** Five hundred feet northeast of the intersection of County Road 64 and Dixon Lane  
**RECOMMENDATION:** At the Thursday, March 26, 2026, regular meeting of the Daphne Planning Commission, eight members were present, and the motion carried for a favorable recommendation for the above-mentioned modification of the East Fish River PUD Narrative Modification.

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/ja

**SUBJECT:** East Fish River (EFR) Proposed PUD Narrative Amendment

- The request to amend the EFR PUD narrative was initiated in mid-2025 and has been tabled several times by the applicant/agent.
- On March 3, 2025, the City Council approved the PUD which included the following:

**Streets, Drainage and Utilities**

There will be no deviations or variances requested. The streets and drainage systems will be designed to the current standards of the City of Daphne Land Use Ordinance. Traffic calming provisions will be implemented as needed, such as stop signs and speed tables. Town of Loxley (sewer), Town of Loxley (water), and Baldwin EMC (power) will provide utilities.

- Subsequently, the agent/applicant identified obstacles which may be overcome by using Baldwin County Sewer Service in lieu of the Town of Loxley for sewer service. As such, this request, along with a request for the Planning Commission's approval of an alternate sewer disposal approach, has been submitted for consideration.
- On March 26, 2026 the Planning Commission set forth a favorable recommendation to the City Council regarding the EFR PUD narrative amendment/modification and the hybrid sewer system.



February 26, 2026

City of Daphne Community Development  
1705 Main Street  
Daphne, AL 36526

Attn: Adrienne Jones

**Re: PUD Narrative Modification**

Dear Mrs. Jones,

We request a modification to the approved PUD narrative for the Sabal at Fish River subdivision. See below for the requested modifications.

For the "Streets, Drainage and Utilities" section we propose the following change:

Current:

There will be no deviations or variances requested. The streets and drainage systems will be designed to the current standards of the City of Daphne Land Use Ordinance. Traffic calming provisions will be implemented as needed, such as stop signs and speed tables. Town of Loxley (sewer), Town of Loxley (water), and Baldwin EMC (power) will provide utilities.

Proposed:

The proposed sanitary sewer system will consist of a combination of low-pressure sewer and gravity sewer mains to serve the development. The low pressure will serve 67% of the development and gravity sewer will serve the remaining 33%. The streets and drainage systems will be designed to the current standards of the City of Daphne Land Use Ordinance. Traffic calming provisions will be implemented as needed, such as stop signs and speed tables. Baldwin County Sewer Service (sewer), Town of Loxley (water), and Baldwin EMC (power) will provide utilities.

If you have any questions please don't hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Donald J. Stovall".

Donald J. Stovall, P.E.

Engineering Design Group

SABAL AT FISH RIVER HYBRID SEWER SYSTEM  
REQUEST FOR PLANNING COMMISSION APPROVAL  
(IN LIEU OF THE APPROVED GRAVITY SEWER SYSTEM)

## COMMUNITY DEVELOPMENT



SUBJECT: Sabal Waiver Request

- This request was initiated in September of 2025. It has been tabled several times: once by the Planning Commission and the other times by the applicant/agent.
- The applicant requests to modify the PUD narrative in order to use a combined low-pressure system and a gravity flow system.
- For staff recommendation, refer to the City Engineer's Review which is located on the following page.

**CITY ENGINEER  
REVIEW MEMORANDUM**



DATE: March 11, 2026  
TO: Mrs. Adrienne Jones, AIPC  
Director of Community Development  
FROM: Andy Bobe, P.E. City Engineer  
SUBJECT: Sabal at Fish River, Sewer

A handwritten signature in blue ink, appearing to read "Andy Bobe".

I have reviewed the applicant's revised hybrid gravity / low-pressure sanitary sewer plan and the sealed engineer's certification submitted pursuant to Section 11-13(a)(2) of the LUDO. The certification evaluates gravity, low-pressure, and hybrid alternatives and explains the operational implications of extending gravity sewer service into the areas proposed for LPSS service. Based on the grading shown and the downstream connection points, extending gravity into those areas would require significantly deeper mains, increased potential for conflicts with storm drainage infrastructure, and additional lift stations. In my experience, those conditions increase long-term maintenance demands, complicate access for repairs, elevate lifecycle operating costs, and increase the likelihood of SSO when compared to the proposed hybrid configuration.

From an engineering standpoint, the current schematic plan, compared to the proposed grades, appears to use gravity service where reasonable depths and slopes can be maintained, and to limit gravity extensions in areas where additional depth and grade adjustments would materially increase long-term operational burdens on the utility provider.

Based on my high-level review, I did identify two minor items, which revolve around access to the proposed lift station and force main. I believe BCSS will require an all-weather surface access to the station, as it will need to be inspected on a regular basis, and may require a slight revision to the layout. I also believe that the routing of the force main would be preferred to follow the proposed ROW rather than run along a pond slope/bottom. Other than those two items, which can be remedied in very short order, I see no deviations from generally accepted civil engineering practice or utility design standards. The plans are internally consistent and reflect a practical response to the site's topography, while making an effort to be environmentally conservative with the sewer collection system.

The applicant's engineer has provided the written certification required by the LUDO. Whether the Planning Commission determines that the ordinance standard has been met is ultimately a policy decision for the Commission, but from an engineering standpoint, the submitted materials present a reasonable design approach.

# APPLICATION & SUPPLEMENTAL INFORMATION

## ENGINEER'S CERTIFICATION

Hybrid Gravity / Low Pressure Sanitary Sewer System  
Sabal at Fish River  
City of Daphne, Alabama

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Donald J. Stovall, P.E., being first duly sworn, state as follows:

1. I am a licensed Professional Engineer in the State of Alabama, License No. 24748. I am the project design engineer for the Sabal at Fish River development (the "Project") and am responsible for the design of the proposed sanitary sewer collection system.

2. This is being submitted pursuant to Section 11-13(a)(2) of the City of Daphne Land Use Ordinance, which states that low pressure sewer systems serving multiple customers may be approved by the Planning Commission where access for proper maintenance to sewer mains is impractical and cost prohibitive, as determined by the City or Daphne Utilities, and upon written certification from the project design engineer justifying the need for a multi-customer low pressure system.

3. I have prepared and evaluated alternative sanitary sewer concepts for the Project, including:

- a. A full gravity sanitary sewer collection system;
- b. A full low pressure sanitary sewer system (LPSS); and
- c. The hybrid gravity/LPSS system as depicted on **Exhibit "A"** attached hereto (the "Proposed Hybrid System").

4. In evaluating gravity sewer alternatives, I considered the following site-specific conditions:

- a. Existing topography and grades across the site;
- b. The presence of wetlands and environmentally sensitive areas adjacent to and within the Project, including the Fish River Watershed;
- c. Required storm drainage infrastructure and potential vertical conflicts between storm drainage systems and gravity sewer mains;
- d. Required service elevations and downstream connection points;
- e. Anticipated depth of gravity sewer mains necessary to meet required slopes;
- f. Construction feasibility, dewatering requirements, and safety considerations for deep trench installation;
- g. Long-term access and maintenance considerations for the utility provider; and
- h. The cost associated with accessing and maintaining sewer mains.

5. Based upon preliminary grading and layout analysis:

- a. Extending gravity sewer mains into the areas proposed to be served by LPSS would require significantly increased burial depths in order to maintain required slopes and avoid grade reversal.
- b. In multiple areas, gravity sewer mains would exceed depths that would require extensive trench shoring, dewatering, confined-space entry, and specialized equipment for installation and long-term maintenance.
- c. Additional gravity extensions would increase the likelihood of vertical conflicts with storm drainage infrastructure, which would in turn drive the entire system deeper, making maintenance cost prohibitive, and extremely difficult if not impossible during large rain or storm events.
- d. In my professional judgment, gravity sewer mains constructed at such increased depths would create impractical access for proper maintenance due to excavation depth, safety risks, equipment requirements, operational constraints, and create a substantial risk to the adjacent wetlands.

6. Based upon our comparative evaluation:

- a. The additional depth and associated construction requirements necessary to extend gravity sewer to the LPSS-designated areas would materially increase construction costs due to deeper excavation, shoring, dewatering, bedding, and restoration requirements.
- b. In environmentally sensitive areas, including wetlands, deeper gravity construction would increase disturbance, permitting complexity, and associated mitigation costs.
- c. Alternative gravity configurations would require approximately 5 additional lift stations (4 of which would need to be placed immediately adjacent to or into the wetlands, requiring significant disturbance and clearing of wetland trees and vegetation), and trunk lines in the wetlands, increasing both initial construction cost and long-term operational and maintenance expense, as well as, the risk of spills into Fish River.
- d. In my professional opinion, the cost required to extend gravity sewer mains is disproportionate relative to the functional benefit gained and is cost prohibitive when compared to the Proposed Hybrid System.

7. The Proposed Hybrid System has been designed to maximize gravity sewer service in areas where gravity mains can be constructed at reasonable depths that allow practical access for maintenance. The current layout includes approximately 247 gravity-served lots and 503 LPSS-served lots. Additional gravity extensions were evaluated and incorporated where feasible without creating impractical maintenance access or disproportionate cost impacts, and ensuring spill risks are minimal.

8. Based upon my evaluation of site conditions, grading constraints, environmental considerations, system hydraulics, construction feasibility, and comparative cost impacts, it is my professional opinion that:

- a. Extending gravity sewer mains into the areas designated for LPSS in the Proposed Hybrid System would create impractical access for proper maintenance of sewer mains; and

- b. Such extensions would be cost prohibitive within the meaning of the City of Daphne Land Use Ordinance when compared to the Proposed Hybrid System; and
- c. The Proposed Hybrid System represents a reasonable and necessary preliminary plan that complies with applicable engineering standards while minimizing environmental disturbance and long-term maintenance risks.

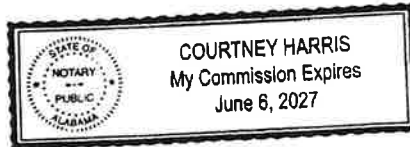
9. Accordingly, I hereby state that in my professional opinion the Proposed Hybrid Gravity / Low Pressure Sanitary Sewer System is justified under Section 11-13 of the City of Daphne Land Use Ordinance and that the use of a multi-customer low pressure system in the designated areas depicted in **Exhibit A** is necessary due to impractical maintenance access and cost-prohibitive conditions, as well as, the environmental risks and impacts associated with gravity sewer alternatives. It also uses more gravity sewer than other previously approved and similarly situated Daphne Developments such as the Reserve at Fish River (across Fish River from the subject property) and Oak Grove Estates PUD.

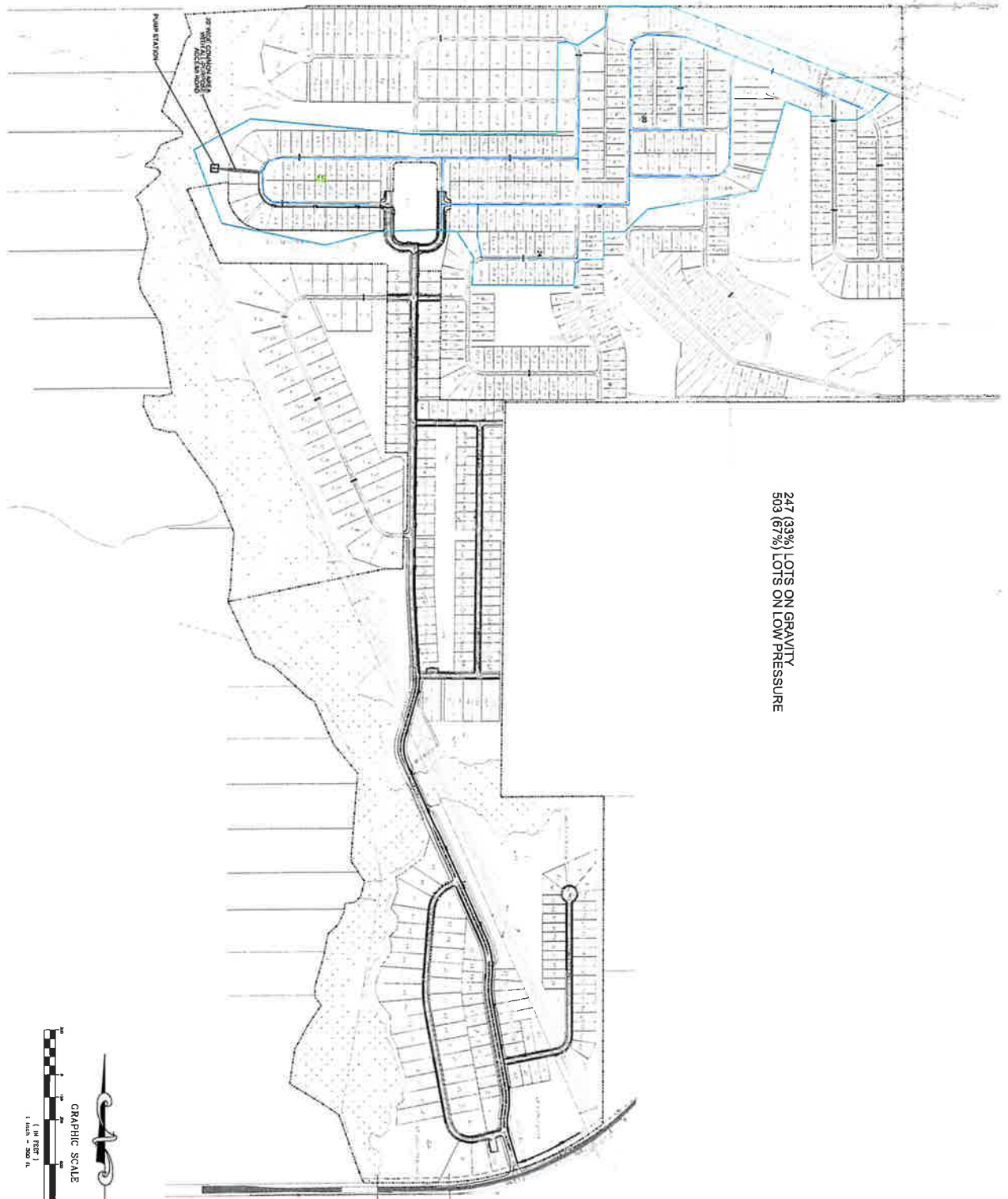
**FURTHER AFFIANT SAYETH NOT.**

  
\_\_\_\_\_, P.E.  
Alabama License No. 2448

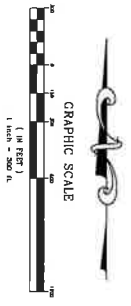
Subscribed and sworn to before me this 26 day of February, 2026.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 6-6-27

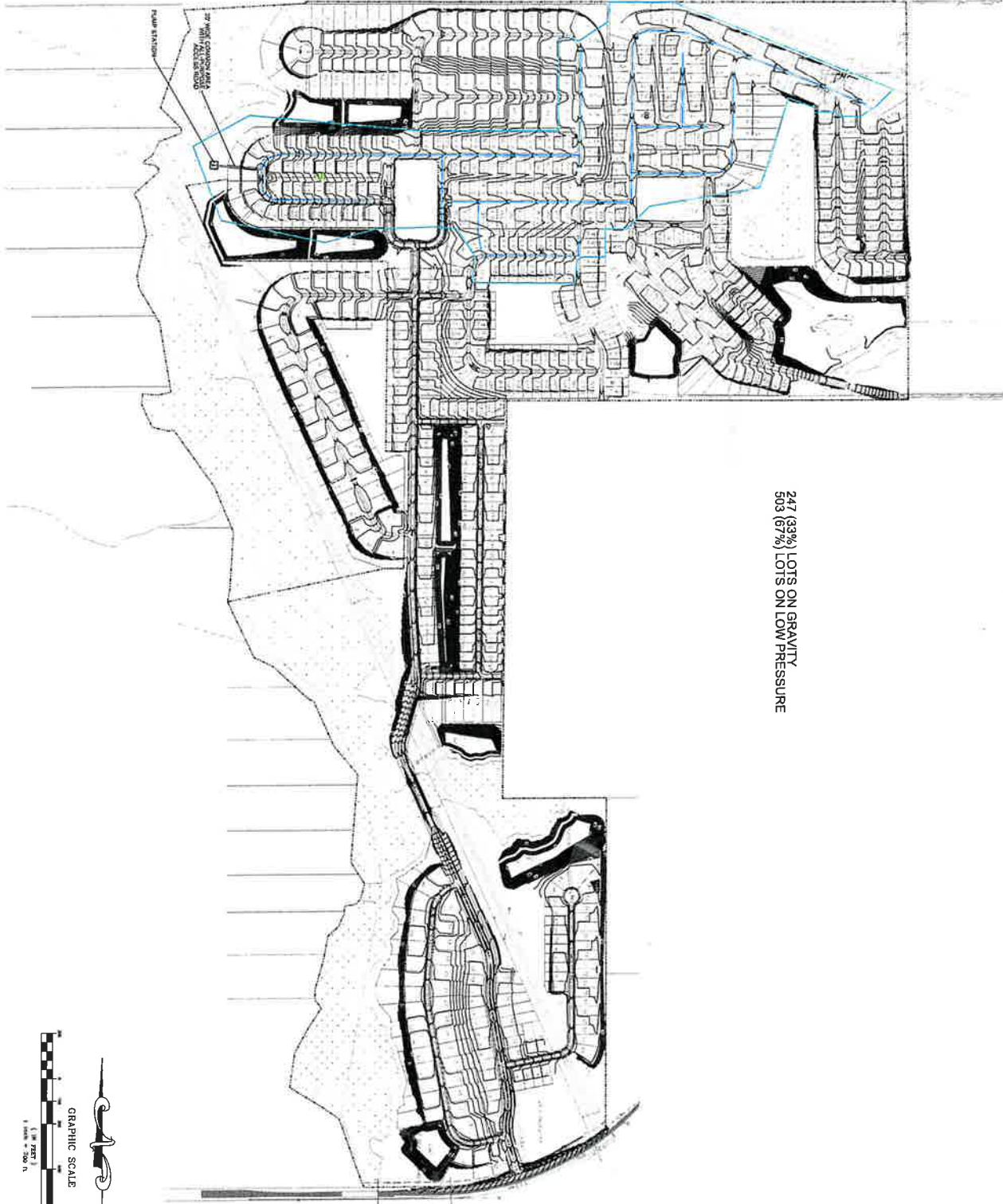




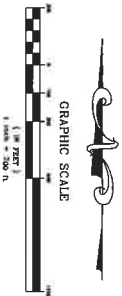
247 (33%) LOTS ON GRAVITY  
503 (67%) LOTS ON LOW PRESSURE



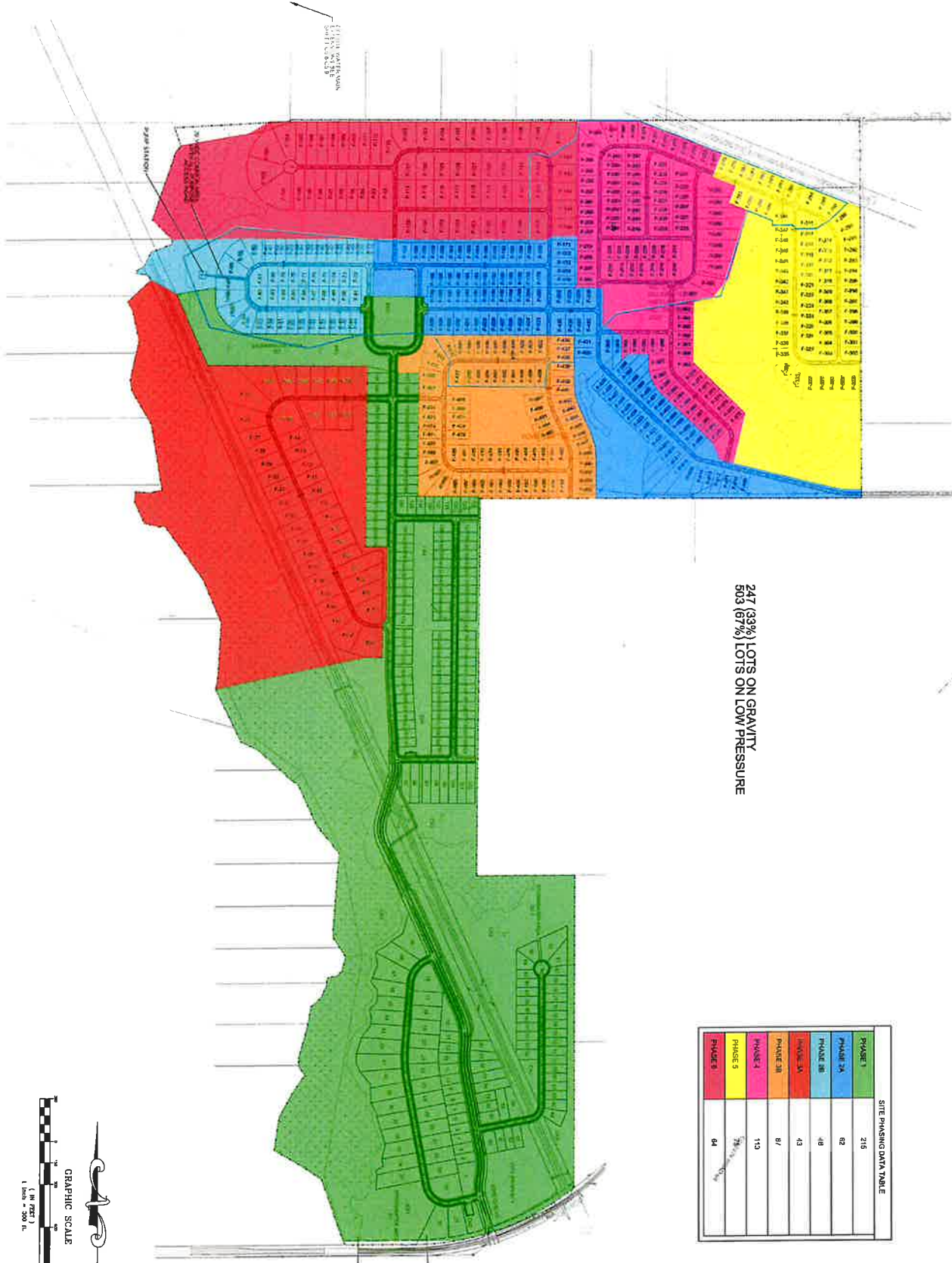
<b>C5.0</b>	<b>SABAL AT FISH RIVER PHASE 1</b>	<b>COUNTY ROAD 64 BALDWIN COUNTY, ALABAMA</b> <small>SECTIONS 7, 8, 17, 18, 19, 20, 25, 33E, SECTIONS 12 &amp; 13, 15, 58, 62E BALDWIN COUNTY, AL</small>	<b>OVERALL UTILITY PLAN OPTION 2</b>	<b>EDC</b> <small>ENGINEERING DESIGN CONSULTANTS</small>	<b>PRELIMINARY</b> <small>NOT FOR CONSTRUCTION</small>
	PROJECT NO. _____ SHEET NO. _____	PROJECT NAME: _____ CLIENT: _____ DATE: _____	PROJECT ADDRESS: _____ PROJECT NO.: _____ CLIENT: _____ DATE: _____	PROJECT NO.: _____ SHEET NO.: _____	PROJECT NO.: _____ SHEET NO.: _____



247 (33%) LOTS ON GRAVITY  
503 (67%) LOTS ON LOW PRESSURE



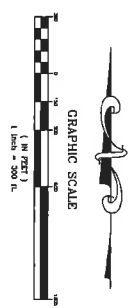
SHEET NO. <b>C5.0</b>	PROJECT NAME: <b>SABAL AT FISH RIVER          PHASE 1</b>	PROJECT ADDRESS: <b>COUNTY ROAD 64          BALDWIN COUNTY, ALABAMA</b>	EDITIONS:  		
		SHEET TITLE: <b>OVERALL UTILITY PLAN          OPTION 2</b>			



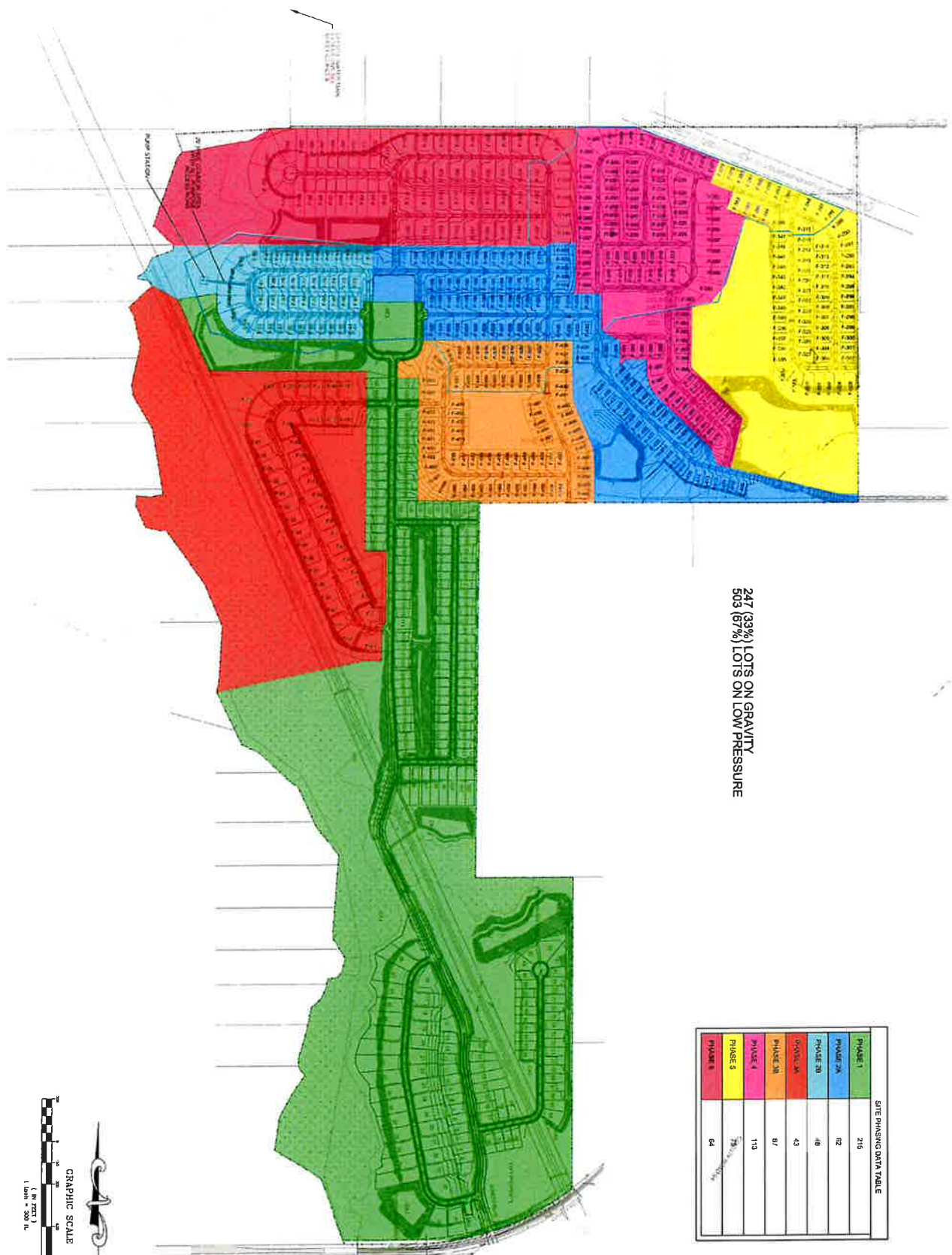
247 (33%) LOTS ON GRAVITY  
503 (67%) LOTS ON LOW PRESSURE

SITE PHASING DATA TABLE

PHASE	LOTS
PHASE 1	216
PHASE 2A	82
PHASE 2B	48
PHASE 3A	43
PHASE 3B	87
PHASE 4	113
PHASE 5	64

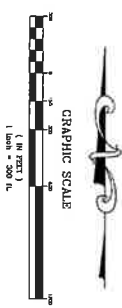


		PROJECT NAME <b>SABAL AT FISH RIVER PHASE 1</b>	PROJECT ADDRESS <b>COUNTY ROAD 64 BALDWIN COUNTY, ALABAMA</b>	REVISIONS _____ _____ _____
		PROJECT NO. <b>C5.0</b>	SECTIONS <b>SECTIONS 7, &amp; 17, 18 TO 55, R2E, SECTIONS 12 &amp; 13 TO 55, R2E BALDWIN COUNTY, AL</b>	SHEET TITLE <b>OVERALL UTILITY PLAN OPTION 2</b>



247 (93%) LOTS ON GRAVITY  
503 (67%) LOTS ON LOW PRESSURE

PHASE	LOTS
PHASE 1	215
PHASE 2A	62
PHASE 2B	48
PHASE 3A	43
PHASE 3B	87
PHASE 4	113
PHASE 5	78
PHASE 6	64



<b>EDG</b> ENGINEERING DESIGN GROUP 2500 W. STATE STREET SUITE 100 FLORENCE, AL 36505 PHONE: 256-762-1111 FAX: 256-762-1112 WWW.EDGALABAMA.COM	<b>PRELIMINARY</b> For Construction	PROJECT NAME <b>SABAL AT FISH RIVER          PHASE 1</b>	PROJECT ADDRESS <b>COUNTY ROAD 64          BALDWIN COUNTY, ALABAMA</b> SECTIONS 7, 8, 17, 18, 19, 20, 21, 22, SECTIONS 12 & 13 T5 S8, R2E BALDWIN COUNTY, AL	SHEET TITLE <b>OVERALL UTILITY PLAN          OPTION 2</b>	SHEET NO. <b>C5.0</b>
		PROJECT NO. SCHEDULED START SCHEDULED END PROJECT MANAGER DATE	DATE: 01/20/2024		



February 26, 2026

City of Daphne Community Development  
1705 Main Street  
Daphne, AL 36526

Attn: Adrienne Jones

**Re: PUD Narrative Modification**

Dear Mrs. Jones,

We request a modification to the approved PUD narrative for the Sabal at Fish River subdivision. See below for the requested modifications.

For the "Streets, Drainage and Utilities" section we propose the following change:

Current:

There will be no deviations or variances requested. The streets and drainage systems will be designed to the current standards of the City of Daphne Land Use Ordinance. Traffic calming provisions will be implemented as needed, such as stop signs and speed tables. Town of Loxley (sewer), Town of Loxley (water), and Baldwin EMC (power) will provide utilities.

Proposed:

The proposed sanitary sewer system will consist of a combination of low-pressure sewer and gravity sewer mains to serve the development. The low pressure will serve 67% of the development and gravity sewer will serve the remaining 33%. The streets and drainage systems will be designed to the current standards of the City of Daphne Land Use Ordinance. Traffic calming provisions will be implemented as needed, such as stop signs and speed tables. Baldwin County Sewer Service (sewer), Town of Loxley (water), and Baldwin EMC (power) will provide utilities.

If you have any questions please don't hesitate to contact our office.

Sincerely,


A handwritten signature in blue ink, appearing to read "Donald J. Stovall".

Donald J. Stovall, P.E.

Engineering Design Group



**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**

DATE: March 30, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development   
SUBJECT: Italian Village of Daphne PUD Narrative Modification

**PRESENT ZONING:** PUD, Planned Unit Development  
**LOCATION:** Northwest of the intersection of County Road 64 and Alabama Highway 181  
**RECOMMENDATION:** At the Thursday, March 26, 2026, regular meeting of the Daphne Planning Commission, eight members were present, and the motion carried for a favorable recommendation for the above-mentioned modification of the Italian Village of Daphne PUD Narrative Modification.

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/ja

# ITALIAN VILLAGE PUD AMENDMENT

# ITALIAN VILLAGE AT DAPHNE

## PLANNED UNIT DEVELOPMENT NARRATIVE

**34.55 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:  
March 11, 2026

# 1. Executive Summary

The Italian Village at Daphne is a **34.55-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 **5.80-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.



### 3. Site Overview & Land Use Plan

The Italian Village at Daphne encompasses **34.55-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	<b>0.95 AC</b>
Lot 2	Proposed Commercial	<b>1.29 AC</b>
Lot 3	Proposed Commercial	<b>1.30 AC</b>
Lot 4	Proposed Commercial	1.60 AC
Lot 5	Proposed Commercial	<b>1.26 AC</b>
Lot 6	Proposed Commercial	<b>1.26 AC</b>
Lot 7	Proposed Commercial	<b>1.65 AC</b>
Lot 8	Proposed Commercial	1.44 AC
Lot 9	Proposed Commercial	<b>8.05 AC</b>
Lot 10	Proposed Residential (Apartment)	<b>14.07 AC</b>
Lot 11	Designated Public R.O.W.	<b>1.68 AC</b>
<b>TOTAL</b>		<b>34.55 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.

### 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	<b>15 Units / Acre*</b>
<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.)

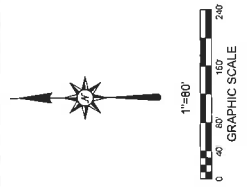
(\*\* Pedestrian ways may be included in the greenbelt.)

NO.	REVISION	DATE

CONCEPTUAL LANDSCAPE PLAN  
 ITALIAN VILLAGE AT DAPHNE  
 DAPHNE, AL  
 WASHINGTON COUNTY, MOBILE COUNTY

**Gonzalez - Strength & Associates, Inc.**  
 CIVIL & TRANSPORTATION ENGINEERING - LANDSCAPING & PLANNING  
 1500 WOODS OF BRIDGECHASE DRIVE SUITE 200  
 MOBILE, ALABAMA 36688  
 PHONE: (205) 942-4488  
 FAX: (205) 942-4488  
 WWW.GONZALEZ-STRENGTH.COM  
**LLA** company

PRELIMINARY  
 NOT FOR CONSTRUCTION,  
 RECORDING,  
 PURPOSES OR  
 IMPLEMENTATION.



**LEGEND**

	Shade Tree
	Large Evergreen Tree
	Palm Tree
	Small Evergreen Tree
	Small Flowering Tree
	Bleed
	Crosswalks
	Property Line
	Streets



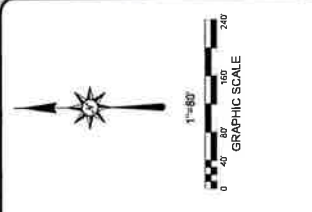


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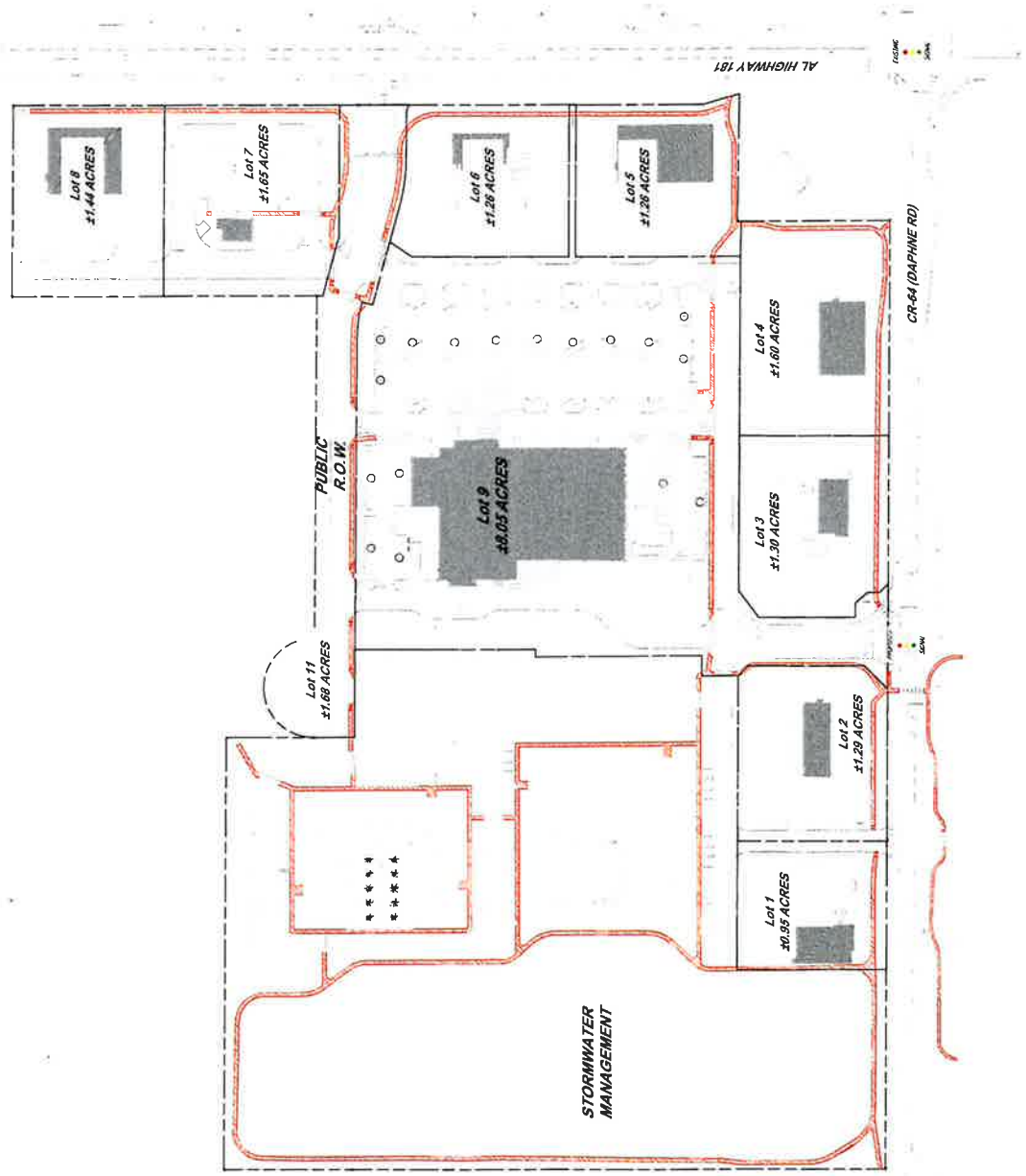
CONCEPTUAL PUD  
 ITALIAN VILLAGE AT DAPHNE  
 INVESTIGATION OF CR 64 HWY 181  
 DAPHNE, AL

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - PAVING ENGINEERING & SURVEYING  
 1500 MOODS OF INDEPENDENCE DRIVE SUITE 200  
 HOUSTON, TEXAS 77057  
 PHONE: 281.483.4248  
 WWW.GONZALEZ-STRENGTH.COM @GSA  
 LSA company

DWG. NO.  
 PROJECT  
 25-0540



**SIDEWALK LEGEND**  
 PROPOSED SIDEWALK

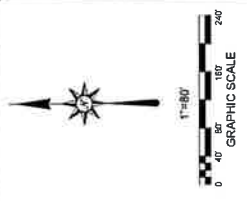


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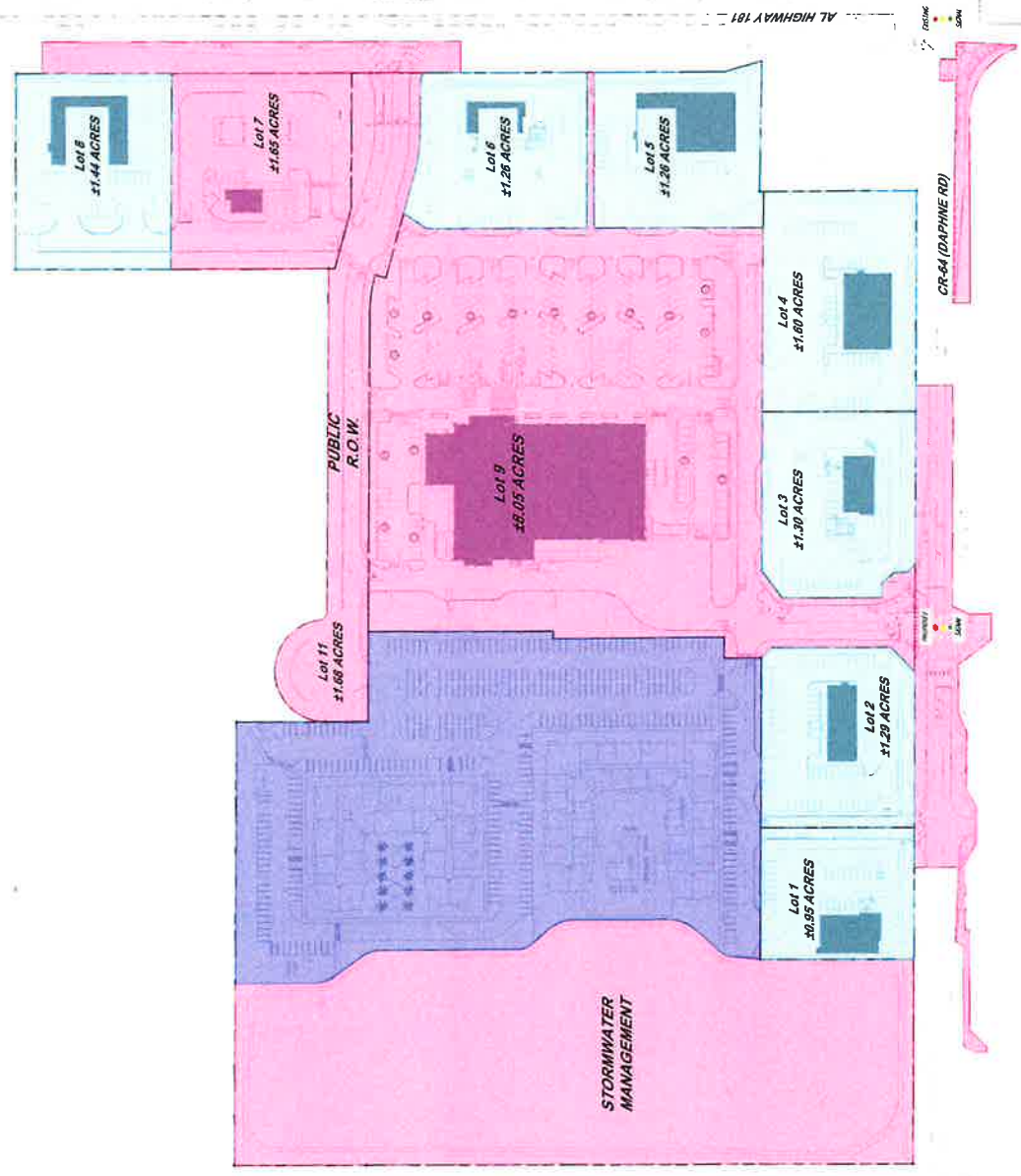
CONCEPTUAL PUD  
 ITALIAN VILLAGE AT DAPHNE  
 DAPHNE, AL  
 NW INTERSECTION OF CR 6 & HWY 101

**GONZALEZ STRENGTH & ASSOCIATES, INC.**  
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING & LAND PLANNING  
 LANDSCAPE ARCHITECTURE - PRELIM ENGINEERING & SURVEYING  
 1807 WOODS CREEK AVENUE, SUITE 200  
 MOBILE, ALABAMA 36688  
 PHONE: 251-841-8181  
 WWW.GSASOCIATES.COM  
 GSAS company

DRAWING NO. 20-000  
 PROJECT 20-000



- PHASING LEGEND**
- PHASE 1 (Pink)
  - PHASE 2 (Light Blue)
  - PHASE 3 (Dark Blue)





**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**

DATE: March 30, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development *AJ*  
SUBJECT: Jerry Volovecky and Louise Volovecky, Sr. Limited Partnership Pre-Zoning Amendment

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

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

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

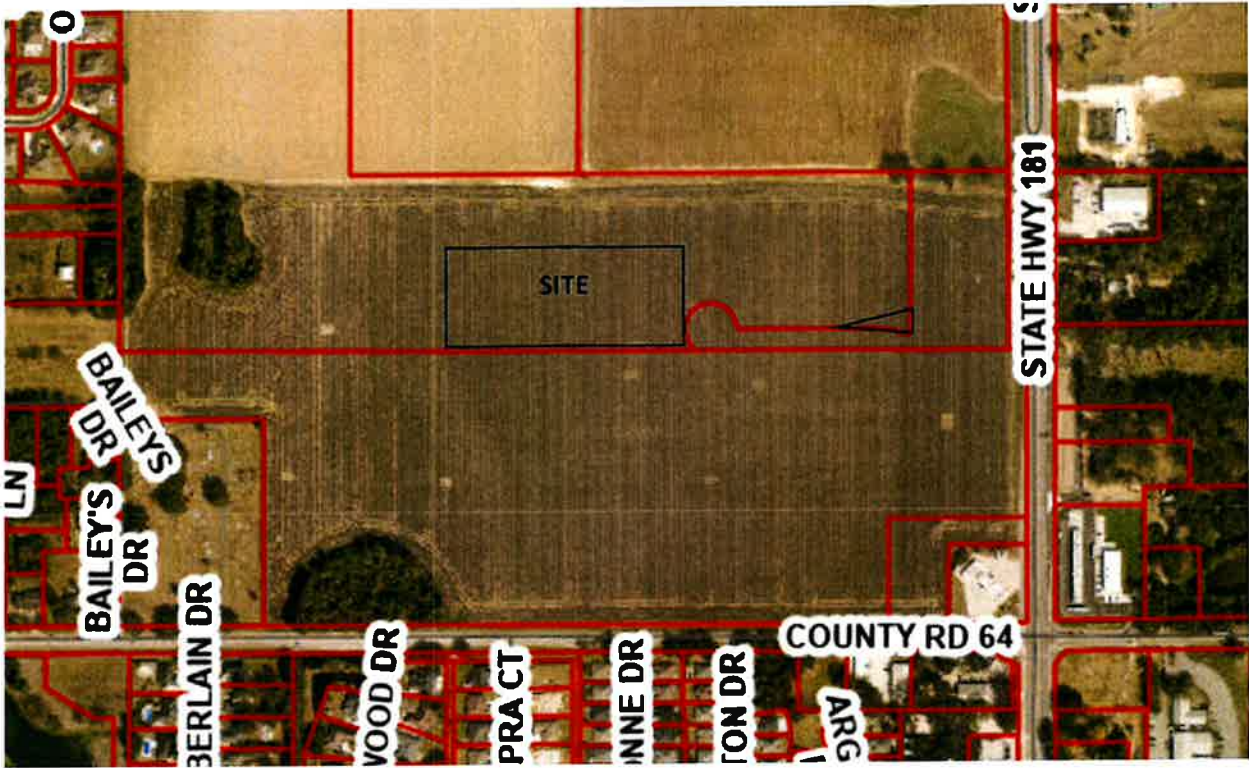
**RECOMMENDATION:** At the March 26, 2026 regular meeting of the City of Daphne Planning Commission, eight members were present, and the motion carried unanimously for a favorable recommendation for the above captioned pre-zoning amendment.

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

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

Thank you,  
ADJ/jv

1. Community Development Report and Supplemental Documents
2. 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



JERRY AND LOUISE VOLOVECKY, SR, FAMILY LIMITED PARTNERSHIP  
 PREZONING REQUEST

**Zoning Classification:**

RA, Rural Agricultural

**Surrounding Zonings:**

- North - RA
- South - RA
- East - RA
- West - RA

**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  
*An addition to Daphne Italian Village PUD*

**Development Concept:**

Commercial

**Council District:**

4

**Existing Conditions:**

2.78 ac

**PC Recommendation to Council:**

Favorable

**PROPOSAL:**

**An Amendment to the Original PUD Boundary and Minor Changes to the Narrative**

The applicant proposes to amend the Italian Village PUD by adding 2.78 acres to the north of the original project boundary and updating the PUD Narrative to compensate for changes to the boundary. *On 3/26/26 the Planning Commission ruled in favor of this amendment.*

**An Amendment to Envision Daphne 2042 Comprehensive Plan**

The proposed boundary changes also initiates minor amendments to the Comprehensive Plan. Similar to the original PUD submittal, the existing placetype designation should be amended to Mixed Use Corridor in lieu of Traditional Neighborhood Development. *On 3/26/26 the Planning Commission ruled in favor of this amendment.*

**Pre-Zoning**

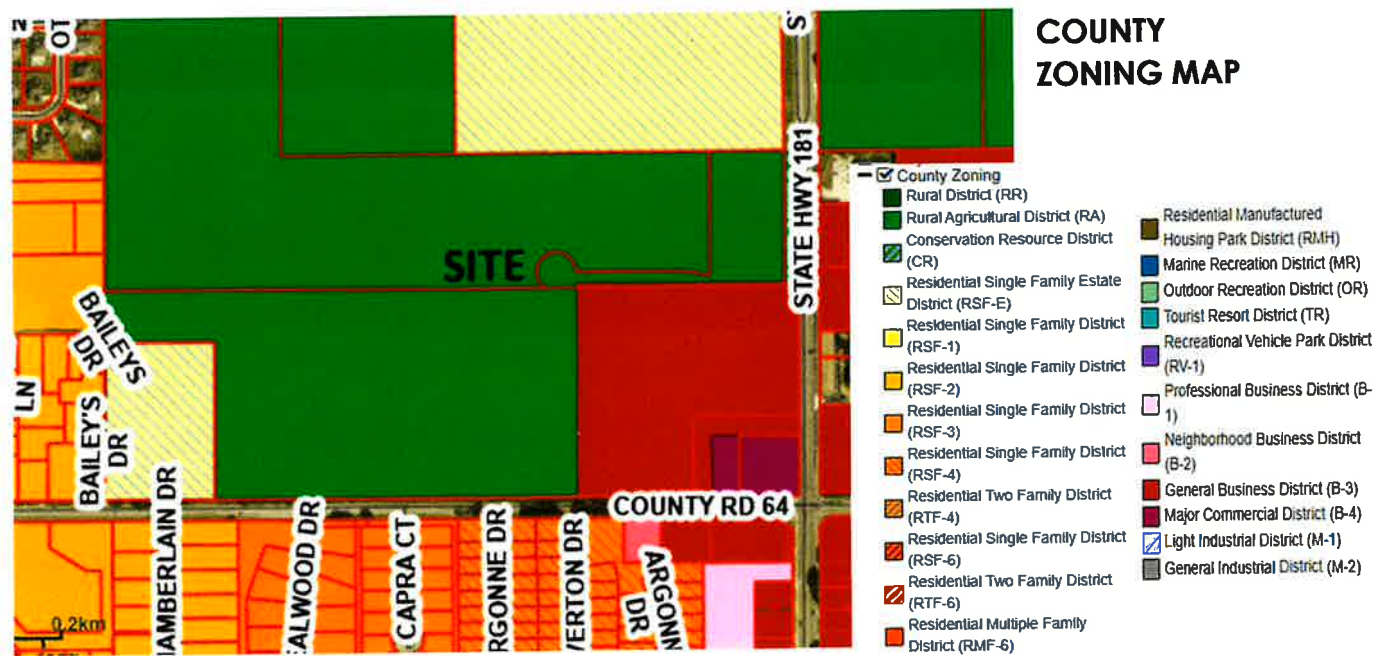
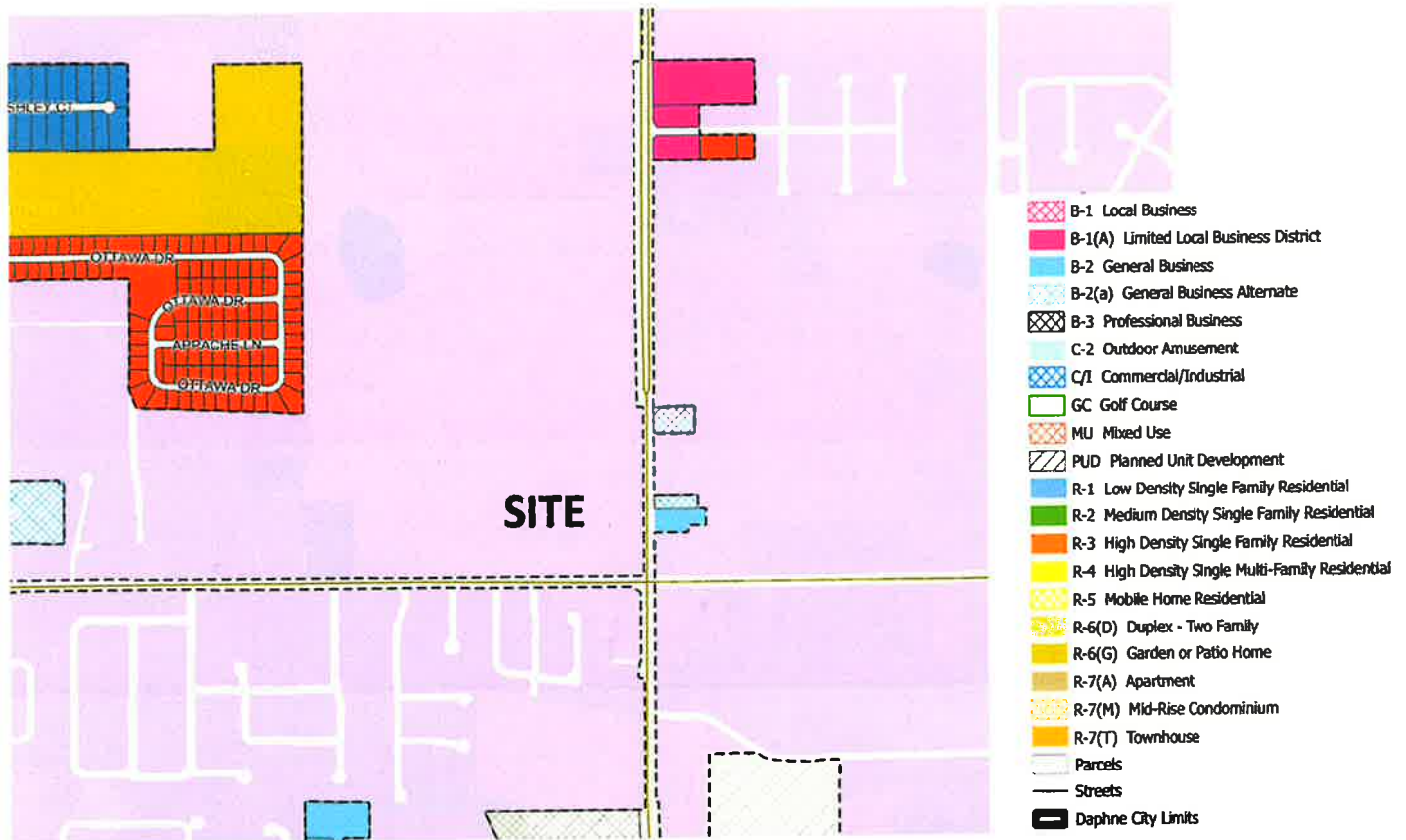
The subject property is zoned Baldwin County, RA, Rural Agriculture and proposed to be pre-zoned to PUD, as an amendment to Italian Village PUD. *On 3/26/26 the Planning Commission ruled in favor of this amendment.*

Note: City Council will hold Second Read and deliberate on the Original Italian Village pre-zoning and annexation requests on April 6, 2026.

**STAFF RECOMMENDATION:**

**Favorable**

# CITY ZONING MAP EXCERPT



**CITY OF DAPHNE, ALABAMA PLANNING COMMISSION  
RESOLUTION# 2026-01**

**A RESOLUTION AMENDING THE ENVISION 2042 COMPREHENSIVE PLAN**

**WHEREAS**, on March 28, 2024, following a public hearing, the City of Daphne Planning Commission approved Resolution No. 2024-01, adopting the Envision Daphne 2042 Comprehensive Plan (the “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

**WHEREAS**, pursuant to page 4 of the Comprehensive Plan, “the planning commission is empowered to adopt the plan in parts or in whole, and amend it at will”; and

**WHEREAS**, the Planning Commission has determined that certain amendments to the Comprehensive Plan, as set forth in Exhibit A hereto, are necessary to achieve the City of Daphne’s overall vision as set forth in the Comprehensive Plan; and

**WHEREAS**, on March 26, 2026, the Planning Commission held a public hearing on the proposed amendment to the Comprehensive Plan as agenda item CPA26-01, and

**WHEREAS**, pursuant to Ala. Code § 11-52-10, any amendment to the Comprehensive Plan “shall be by resolution of the commission carried by the affirmative votes of not less than six members of the commission.”

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Daphne hereby amends 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 26, 2026, and as previously amended, as set forth in Exhibit A hereto.

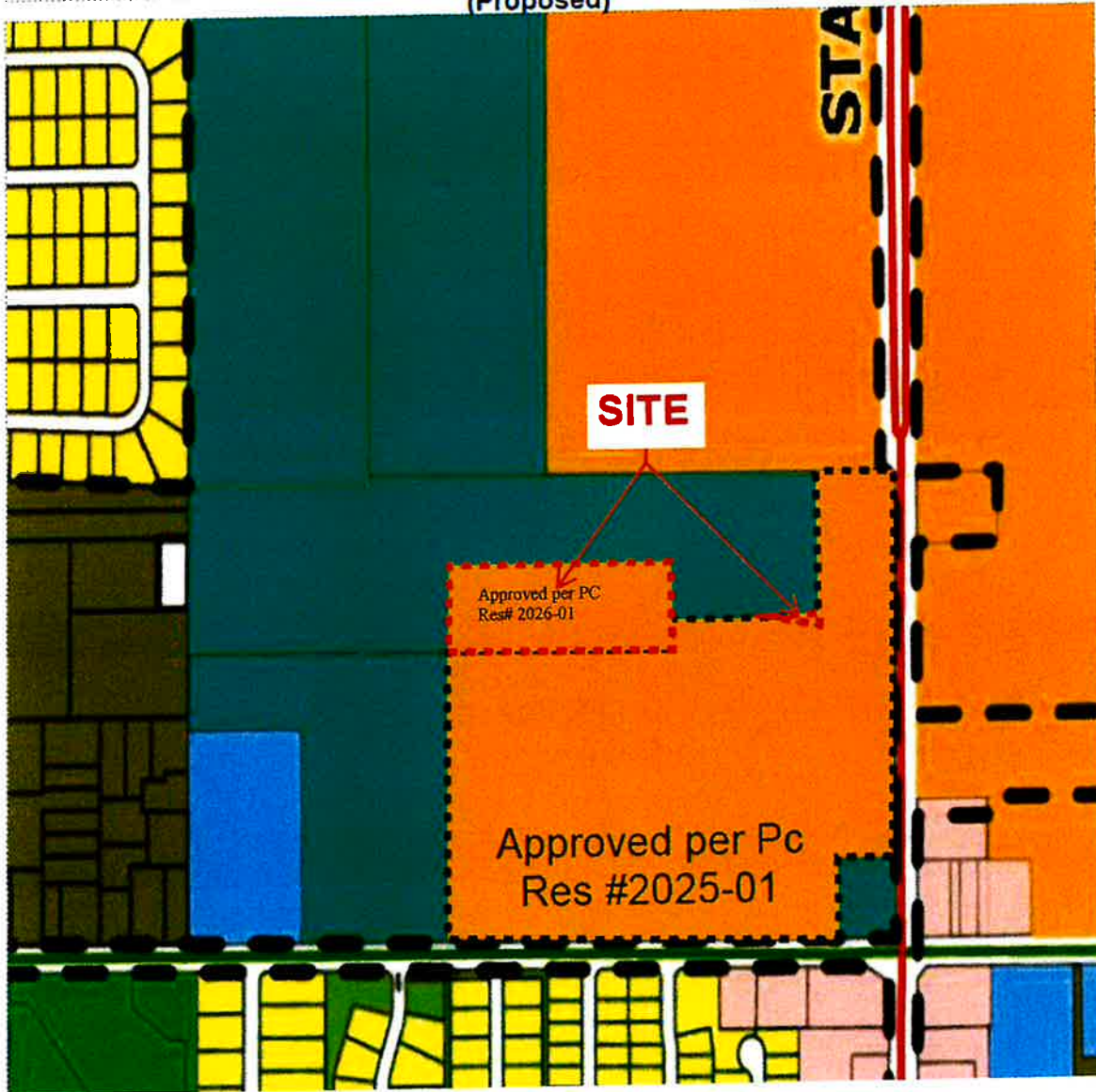
**ADOPTED** this 26th day of March 2026, by the City of Daphne Planning Commission.

  
Secretary

  
Chairperson

Exhibit A

Traditional Neighborhood Development to Mixed Use Corridor Amendment  
(Proposed)



March 2026

# ITALIAN VILLAGE AT DAPHNE

## PLANNED UNIT DEVELOPMENT NARRATIVE

**34.55 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:  
March 11, 2026



# 1. Executive Summary

The Italian Village at Daphne is a **34.55-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 **5.80-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



### 3. Site Overview & Land Use Plan

The Italian Village at Daphne encompasses **34.55-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	<b>0.95 AC</b>
Lot 2	Proposed Commercial	<b>1.29 AC</b>
Lot 3	Proposed Commercial	<b>1.30 AC</b>
Lot 4	Proposed Commercial	1.60 AC
Lot 5	Proposed Commercial	<b>1.26 AC</b>
Lot 6	Proposed Commercial	<b>1.26 AC</b>
Lot 7	Proposed Commercial	<b>1.65 AC</b>
Lot 8	Proposed Commercial	1.44 AC
Lot 9	Proposed Commercial	<b>8.05 AC</b>
Lot 10	Proposed Residential (Apartment)	<b>14.07 AC</b>
Lot 11	Designated Public R.O.W.	<b>1.68 AC</b>
<b>TOTAL</b>		<b>34.55 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.

### 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	<b>15 Units / Acre*</b>
<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.)

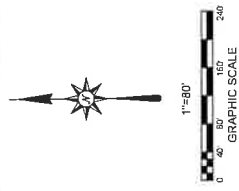
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CONCEPTUAL LANDSCAPE PLAN  
 ITALIAN VILLAGE AT DAPHNE  
 DAPHNE, AL  
 WWW.BSA.COM

**BSA**  
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING & LAND PLANNING  
 1000 MOORE DRIVE SUITE 200  
 HOOPER ALABAMA 36844  
 PHONE: 205.356.8000  
 WWW.BSA.COM

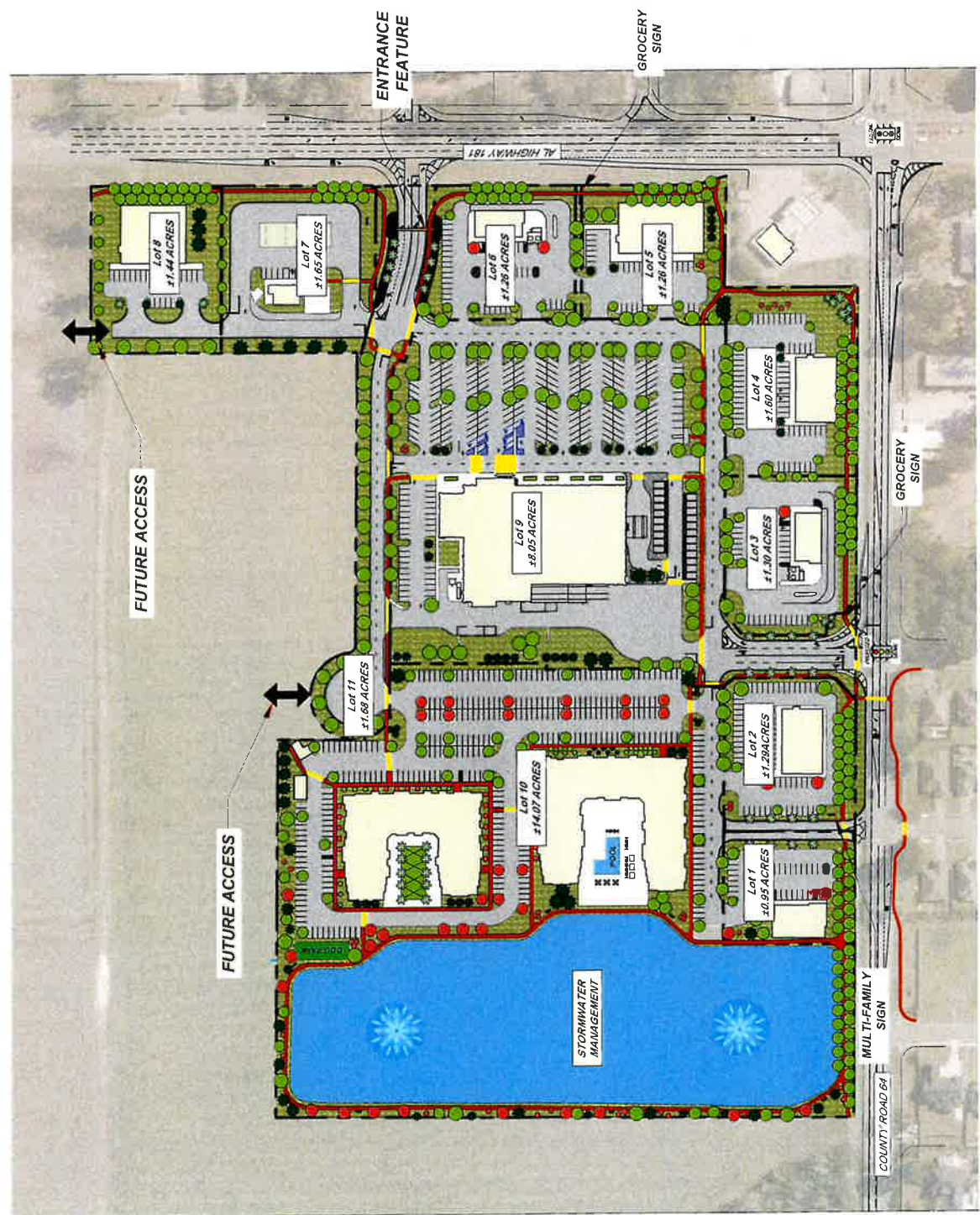
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 PURPOSES OR  
 IMPLEMENTATION

PROJECT  
 #1548



**LEGEND**

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	Large Evergreen Tree
	Palm Tree
	Small Evergreen Tree
	Small Flowering Tree
	Driveway
	Crosswalk
	Property Line
	Sidewalk

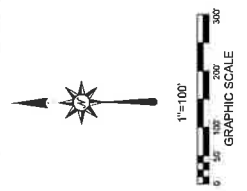


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CONCEPTUAL PUD  
 ITALIAN VILLAGE AT DAPHNE  
 INTERSECTION OF CR 64 & HWY 181  
 DAPHNE, AL

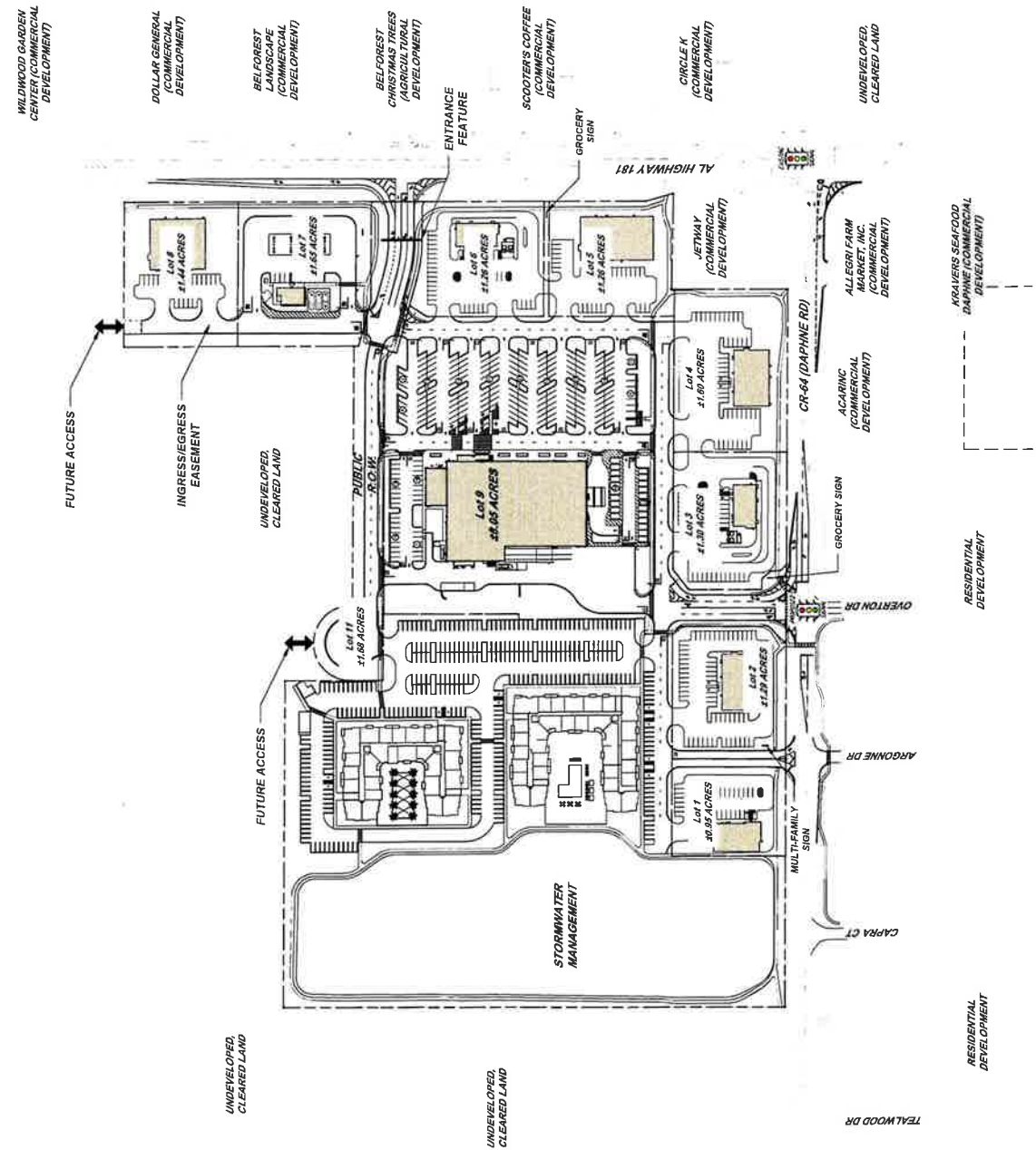
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL & TRANSPORTATION ENGINEERING, LAND SURVEYING & LAND PLANNING  
 1300 WOODS OF WINDWARD DRIVE SUITE 200  
 HOUSTON, TEXAS 77057  
 WWW.GONZALEZ-STRONG.COM  
 an LMA company

DWG NO  
 PROJECT  
 75-2540



### SITE DATA TABLE

CURRENT ZONING	SUBMIT COUNTY	MIN. ACQUISITION (A)
	LOT 1 (PROPOSED COMMERCIAL)	15.0 AC
	LOT 2 (PROPOSED COMMERCIAL)	11.7 AC
	LOT 3 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 4 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 5 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 6 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 7 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 8 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 9 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 10 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 11 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 12 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 13 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 14 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 15 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 16 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 17 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 18 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 19 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 20 (PROPOSED COMMERCIAL)	11.0 AC
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	LOT 22 (PROPOSED COMMERCIAL)	11.0 AC
	LOT 23 (PROPOSED COMMERCIAL)	11.0 AC
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	LOT 25 (PROPOSED COMMERCIAL)	11.0 AC
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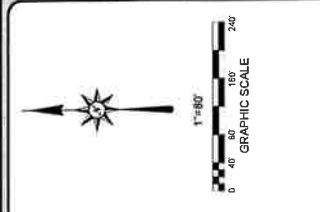


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CONCEPTUAL PUD  
**ITALIAN VILLAGE AT DAPHNE**  
 DWYER, MI  
 INTERSECTION OF CR 64 & HWY 181

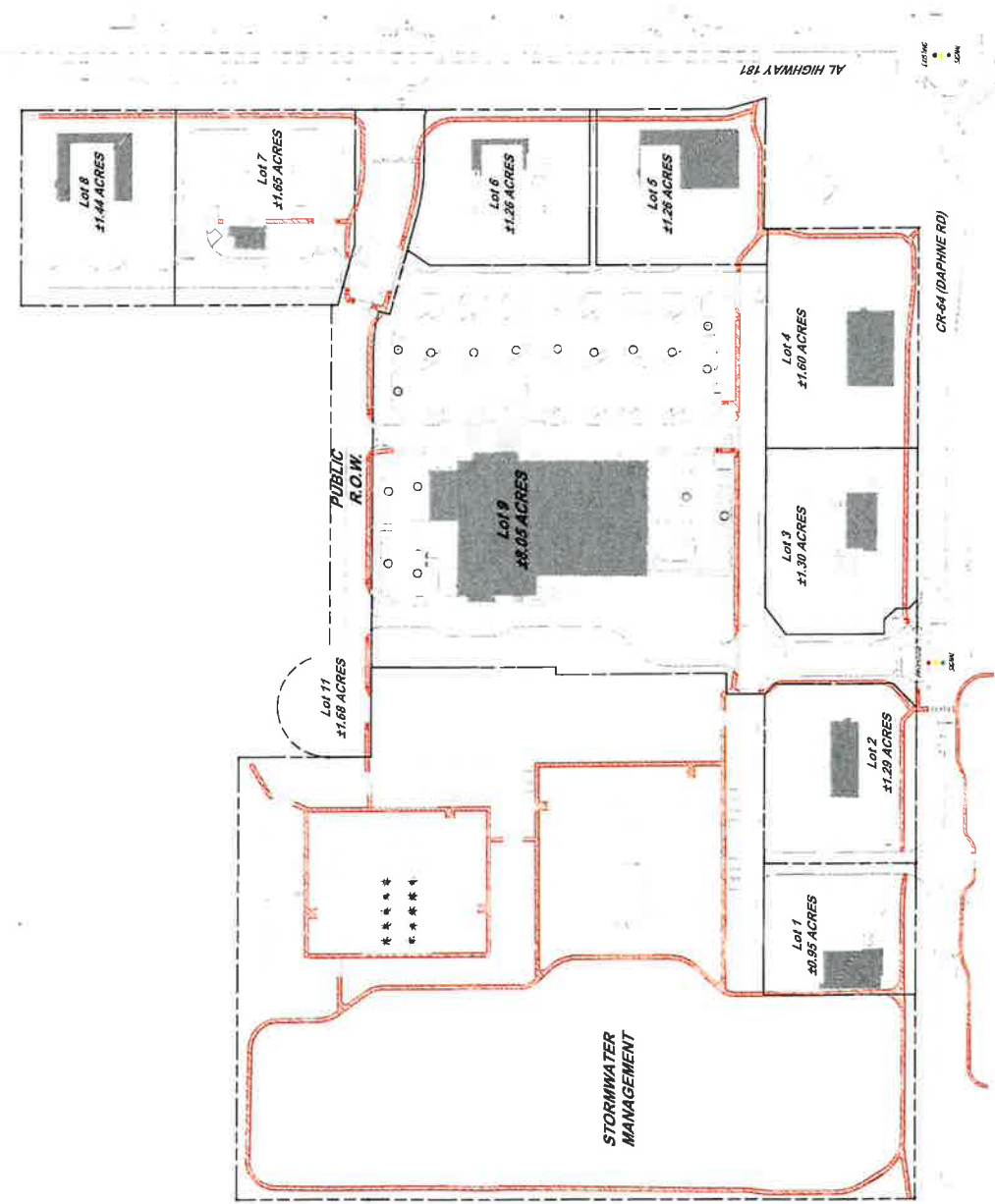
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - PRELIMINARY ENGINEERING & SURVEYING  
 180 WOODS OF BENCHMARKE DRIVE SUITE 200  
 HOUSTON, TEXAS 77058  
 PHONE: 281.423.2111  
 WWW.GONZALEZ-STRENGTH.COM  
 AN LMA company

DWYER, MI  
 PROJECT  
 2-0540



**SIDEWALK LEGEND**  

**PROPOSED SIDEWALK**

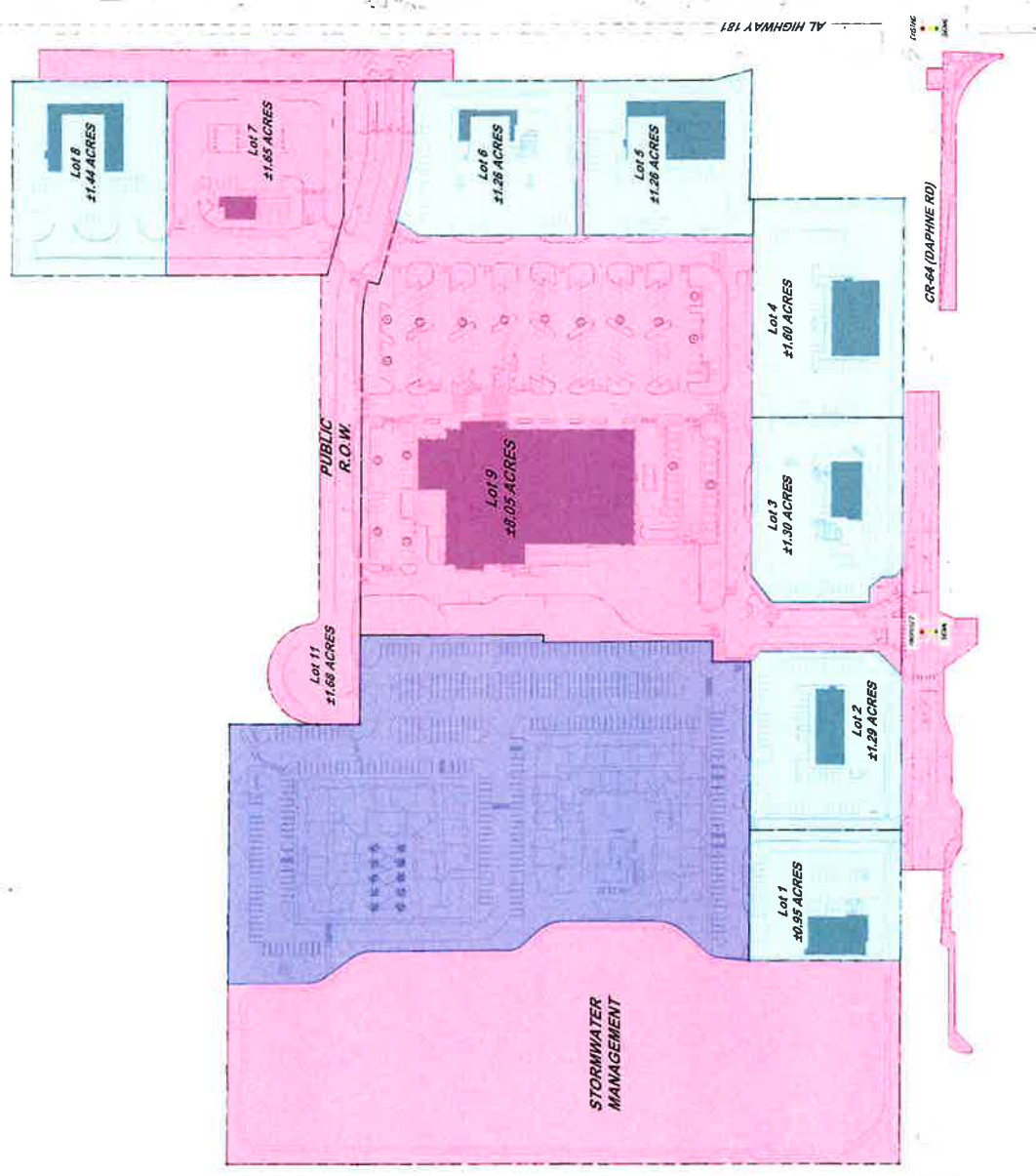
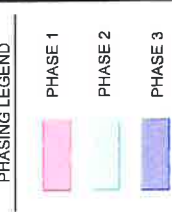
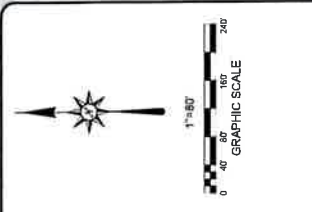


NO.	DESCRIPTION	DATE

CONCEPTUAL PUD  
**ITALIAN VILLAGE AT DAPHNE**  
 INTERSECTION OF CR 64 & HWY 181  
 DAPHNE, AL  
 WWW.DONALDZ-STRENGTH.COM

**CONCEAL**  
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - PRELIMINARY ENGINEERING & SURVEYING  
 1500 WOODS OF BIRMINGHAM DRIVE SUITE 200  
 HOUSTON, TEXAS 77056  
 PHONE: 281-474-7474  
 WWW.DONALDZ-STRENGTH.COM  
 an LMA company

DWG NO.  
 PROJECT  
 25-5640



## COMMUNITY DEVELOPMENT



March 13, 2026

Dear Sir/Ma'am,

### NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Jerry Volovecky Sr, Louise Volvecky, and SE Family Limited Partnership containing 2.72 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. The Planning Commission will also consider a Resolution to amend the Envision Daphne 2042 Comprehensive Plan to change the placetype from Traditional Neighborhood Development to Mixed Use Corridor.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, March 18, 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, March 26, 2026 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, or by representation.

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

Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership Pre-Zoning Amendment & Comprehensive Plan Amendment

# APPLICATION & SUPPLEMENTAL INFORMATION








Lot 1-B according to the Amended and Restated Final Plat Replat of Lot 1 Volovecky Split Subdivision as recorded in Slide 3053-D&E in the Office of the Judge of Probate, Baldwin County, Alabama.

# Adjacent Properties Owners

Parcel Number	Pin	Owner Name	Address	City	State	Zip
05-43-05-15-0-000-045.029	296208	HAYES, JOHN B	9399 OTTAWA DR	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
05-43-05-15-0-000-061.002	307152	ALLEGRI, JOSEPH A JR PROPERTIES II L L C	10139 VOLVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-046.001	86527	JACKSON, JARIAN	9126 JACKSON WAY	DAPHNE	AL	36526
05-43-05-15-0-000-005.040	264437	JUBILEE BAPTIST CHURCH INC	9264 PLEASANT RD	DAPHNE	AL	36526
05-43-02-10-0-000-014.001	57223	VOLOVECKY CHARLES MARK AND VOLOVECKY LUCINDA D	9527 PLEASANT RD	DAPHNE	AL	36526
05-43-05-15-0-000-012.040	286183	SALAZAR, ANA E	9355 OTTAWA DR	DAPHNE	AL	36526
05-43-02-10-0-000-015.002	111901	DEAN SAMUEL E AND DEAN SUSAN E	9539 PLEASANT RD	DAPHNE	AL	36526
05-43-05-15-0-000-045.030	296209	VANCE LISA C	9417 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-004.003	637914	VOLOVECKY, JERRY SR AND VOLOVECKY, LOUISE FAMILY LIMITED PARTNERSHIP	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-045.033	296212	MEADOR ZACHARY AND MEADOR KRISTEN B	9455 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
05-43-05-15-0-000-005.003	50292	CROWLEY, TODD J ETAL CROWLEY, LAINE G	9355 BERGA LN	DAPHNE	AL	36526
05-43-05-15-0-000-004.000	44044	VOLOVECKY, JERRY SR AND VOLOVECKY, LOUISE FAMILY LIMITED PARTNERSHIP	10139 VOLOVECKY DR	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
05-43-05-15-0-000-012.041	286184	BLANTON, CHADWICK L ETUX SHANNON D	9367 OTTAWA 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
05-43-05-15-0-000-004.001	316024	CALDERONE, SILVANA ETVIR DOMINIC	9500 PLEASANT RD	DAPHNE	AL	36526
05-43-05-15-0-000-049.001	351488	WASHINGTON, EBONY MILTON	719 E AZALEA AVE	FOLEY	AL	36535
05-43-05-15-0-000-046.000	29598	JACKSON, JARIAN	9126 JACKSON WAY	DAPHNE	AL	36526
05-43-05-15-0-000-010.000	10132	DAVIS R DAVID	25630 ST HWY 181 (MA)	DAPHNE	AL	36526
05-43-05-15-0-000-006.000	44042	VOLOVECKY FARMS INC	10139 VOLOVECKY 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
05-43-05-15-0-000-012.037	286180	HUGHES, PETER MICHAEL ETAL HUGHES, SAMAN AND THA M	2801 WAVERLEY DR	TROPHY CLUB	TX	76262
05-43-05-15-0-000-012.038	286181	CUNNINGHAM, DONALD J ETUX MARY MARGARET	9331 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-005.002	48469	LOYLE, LINDA MCLEAN	9325 BERGA LN	DAPHNE	AL	36526
05-43-02-10-0-000-015.005	202982	ROULSTON NATHAN H	9599 PLEASANT RD	DAPHNE	AL	36526
05-43-02-10-0-000-015.006	216476	ADAMS STEPHEN AND ADAMS BRANDY	9577 PLEASANT RD	DAPHNE	AL	36526
05-43-05-15-0-000-045.031	296210	SULLIVAN, WILLIAM B	9425 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.039	286182	LAVALLEE STEPHEN ALFRED	9343 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-045.032	296211	SIMPSON NICHOLAS ROBERT AND SIMPSON KAYLEIGH	9443 OTTAWA DR	DAPHNE	AL	36526

**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**



DATE: March 30, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development   
SUBJECT: Jerry Volovecky and Louise Volovecky, Sr. Family Limited Partnership Annexation Petition

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

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

**RECOMMENDATION:** At the March 26, 2026 regular meeting of the City of Daphne Planning Commission, eight members were present and the motion carried unanimously for a favorable recommendation for the above mentioned annexation petition.

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

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

Thank you,  
ADJ/jv

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

JERRY AND LOUISE VOLOVECKY, SR,  
FAMILY LIMITED PARTNERSHIP

ANNEXATION PETITION

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.

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## **JERRY & LOUISE VOLOVECKY, SR, FAMILY LIMITED PARTNERSHIP**

### **ANNEXATION REQUEST**

The applicant proposes to annex the subject property into the corporate limits as an addition to the Italian Village at Daphne Planned Unit Development (the Planning Commission on January 22, 2026 set forth a unanimous favorable recommendation regarding annexation to the City Council). The City Council public hearing and first read is set for March 16, 2026. Second read is set for April 6, 2026.

### **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.

Staff recommends approval of the request to annex this property. Upon Council's approval of the Italian Village at Daphne Planned Unit Development the subject site will then meet the contiguity requirement necessary to qualify for annexation into the city.

***On 3/26/26 the Planning Commission ruled in favor of this annexation petition.***



# APPLICATION & SUPPLEMENTAL INFORMATION

STATE OF ALABAMA  
COUNTY OF BALDWIN

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

( \_\_\_\_\_ )

The undersigned, 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, \_\_\_\_\_, 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.

08/14/14

DATED this 24<sup>th</sup> day of February, 2026

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 24<sup>th</sup> day of February, 2026

Mary Margaret Kinney  
NOTARY PUBLIC

My commission expires: 03/28/2028

Owner's Address

10139 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: JV

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: JV

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

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: JV

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: JV

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 24 day of February 2026.

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 \_\_\_\_\_

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 DAPHNE, AL 36526 Mailing Address: \_\_\_\_\_

Lot 1-B according to the Amended and Restated Final Plat Replat of Lot 1 Volovecky Split Subdivision as recorded in Slide 3053-D&E in the Office of the Judge of Probate, Baldwin County, Alabama.





**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2026 - 20**

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND  
AUTHORIZING THE MAYOR TO DISPOSE OF SUCH PROPERTY**

**WHEREAS**, the management of the City of Daphne has determined that the item listed below is no longer required for public or municipal purposes; and

**WHEREAS**, the item listed below is recommended for disposal.

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

1. The property listed below is hereby declared to be surplus property; and

DEPT	EQ/VEH #	DESCRIPTION	VIN/SN
STREET	1203	2008 FORD F550 TRUCK	1FDAF56R88EA61970

2. The Mayor is authorized to advertise and accept bids through Govdeals.com/Liquidity Services Operations LLC as contracted for the sale of such personal property; and
3. The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the appropriate City fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder and sign all necessary documents.

**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  
RESOLUTION 2026 - 21**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR THE ADDITION OF A SOUTHBOUND TURNING LANE AND EXTENDING A NORTH BOUND TURNING LANE ON SR-181 AT CORTE ROAD**

**WHEREAS**, that the City of Daphne enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Addition of a south bound turn lane and extending a north bound turn lane on SR-181 at Corte Rd.; Project # ATRP2-02-2026-171; CMPS Ref# 1000813416 and 100081618.**

**WHEREAS**, which agreement is before this Council, and the agreement will be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

**BE IT FURTHER RESOLVED**, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

**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**

I, the undersigned qualified and acting Clerk of the City of Daphne, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, and that such resolution is on file in the City Clerk’s Office.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**City Clerk**

**(AFFIX SEAL)**

**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2026 - 22**

**APPROPRIATION: REPLACEMENT OF CITY HALL CHILLER SYSTEM**

**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 Hall chiller system needs immediate significant repairs and the City desires to replace the existing chiller system at City Hall with an updated energy-efficient chiller system; and

**WHEREAS**, the City has determined the total cost of the project will be \$213,494 (Chiller Unit - \$133,505; Labor - \$64,989; Contingency - \$15,000).

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

1. Funds in the amount of **\$213,494 from the General Fund** are appropriated and made a part of the Fiscal Year 2026 budget for the replacement of the chiller system at City Hall.
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  
RESOLUTION 2026-23**

**A RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT AGREEMENT BY  
AND BETWEEN THE CITY OF DAPHNE AND TROTMAN DAPHNE, LLC.**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Daphne, Alabama (the “City”), as follows:

**SECTION 1.** The City Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Trotman Daphne, LLC, an Alabama limited liability company (the “Developer”), have agreed to the terms of that certain Project Development Agreement to be dated the date of delivery (the “Agreement”), in the form attached hereto and incorporated herein as **Exhibit A**, for the purposes referenced therein.

(b) The Developer intends to develop a master planned mixed-use development to be known as “Italian Village at Daphne,” which will consist of approximately 31.76 acres anchored by a neighborhood grocery store with fueling station, supported by eight commercial outparcels, and complemented by an upscale residential community organized around a five (5) acre pond, to be located at the northwest corner of Alabama Highway 181 and County Road 64 within the corporate limits of the City (the “Project”).

(c) As part of the Project, it is expected that the Developer will invest approximately Eighty-One Million Five Hundred Thousand Dollars (\$81,500,000.00) in capital expenditures in connection with the acquisition, development, construction, and equipping of the Project.

(d) In reliance on the Developer’s representations regarding capital investment, job creation, and development of the Project, and in consideration of the economic impact, the anticipated increase in sales tax revenues, the expansion of the City’s tax base, and other public benefits to be received by the City and its citizens, the City has agreed to make available to the Developer certain economic development incentives in the manner described in the Agreement.

(e) Pursuant to the Agreement, the City will make available to the Developer up to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the “Incentive”) in the form of special-source incentive payments payable solely from a portion of the non-educational sales tax revenue actually generated at the Project Site and actually received by the City, subject to an annual cap and a four (4) year reimbursement term as further described in the Agreement.

(f) The Incentive shall be payable solely from Project Sales Tax Revenue (as defined in the Agreement) actually received by the City and shall not constitute a pledge of the City’s general funds or taxing power, nor shall the Agreement constitute a general obligation or debt of the City within the meaning of any constitutional or statutory limitation.

(g) The City is authorized to undertake the actions described herein pursuant to Section 94.01 of the Constitution of Alabama of 1901, as amended (“Section 94.01” or “Amendment 772”).

(h) The City is authorized under Section 94.01 to grant public funds or things of value to or in aid of any private entity for the purpose of promoting the economic development of the City.

(i) Pursuant to and for the purposes of Section 94.01, it is necessary, desirable, and in the public interest for the City to enter into the Agreement and to provide the Incentive to the Developer as set forth therein.

(j) The provision of the Incentive to the Developer for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(k) (1) On March 27, 2026, the City caused to be published in *The Baldwin Times*, a newspaper in circulation in the City, the notice required by Section 94.01(d)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

**SECTION 2.** The City Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the City set forth in the Agreement; and

(b) the terms and provisions of the Agreement, in substantially the form submitted to the City Council.

**SECTION 3.** The Mayor is hereby authorized and directed to execute and deliver the Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Agreement and to attest the same.

**SECTION 4.** The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Agreement and to duly and punctually observe and perform all agreements and obligations of the City under the Agreement.

**SECTION 5.** All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby approved, or in connection with the preparation of the Agreement and the terms and provisions thereof, are hereby approved, ratified, and confirmed.

**SECTION 6.** All resolutions, orders, or parts of any thereof, of the City Council in conflict or inconsistent with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

**SECTION 7.** This Resolution shall take effect immediately.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
DAPHNE, ALABAMA ON THIS, THE \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

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

ATTEST:

\_\_\_\_\_  
**Cindy Beaudreau, City Clerk**

**EXHIBIT A**  
**Form of Project Development Agreement**

(attached)

# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 251-345-6805

RECEIVED

MAR 3 4 2026

## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

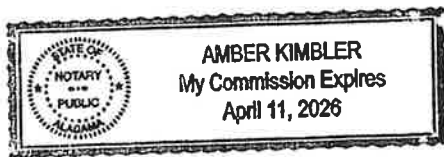
03/27/2026

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry  
April M. Perry, Legal Ad Representative

X Amber Kimbler  
Amber Kimbler, Notary Public  
Baldwin County, Alabama  
My commission expires April 11, 2026



Sworn and subscribed to on 03/27/2026.

CITY OF DAPHNE, LEGAL ACCOUNT  
Acct#: 983508  
Ad#: 367186  
Italian Village/Amendment 750/772  
Amount of Ad: \$287.48  
Legal File# Italian Village

### Italian Village at Daphne Project Agreement — Amendment 750/772

Legal Notice  
Publication Date:  
March 27, 2026

In accordance with, and respecting the parameters set forth by, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama of 1901, please be informed that the City Council of the City of Daphne, Alabama (the "City") will consider at its regular meeting on April 6, 2026, the adoption of a Resolution of the City of Daphne which will authorize the execution and delivery of a Project Development Agreement by and between TROTMAN DAPHNE, LLC, an Alabama limited liability company (the "Developer"), and the City, as more particularly described hereinbelow (the "Project Agreement"), for the purpose of promoting the economic development of the City.

The April 6, 2026 regular meeting of the City begins at 6:00 p.m. in the City Council Chambers in Daphne City Hall located at 1705 Main Street, Daphne, Alabama 36526.

The Developer intends to acquire, develop, construct, and operate a master planned mixed-use development to be known as "Italian Village at Daphne" on approximately 31.76 acres located at the northwest corner of Alabama Highway 181 and County Road 64 within the corporate limits of the City (the "Project Site"). The Project is expected to include a neighborhood grocery store with fueling station, eight commercial outparcels, and an upscale residential community organized around a five (5) acre pond, with a total estimated capital investment of approximately Eighty-One Million Five Hundred Thousand Dollars (\$81,500,000.00) (the "Project"), subject to certain payment and performance obligations of the Developer as provided in the Project Agreement. The Developer will be a direct beneficiary of the Project Agreement.

Pursuant to Amendment No. 750 and/or Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the Project Agreement, for the purpose of promoting the economic development of the City, the City will provide to the Developer certain economic development incentives in an amount not to exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), payable solely from a portion of the City's

non-educational sales tax revenue actually generated at the Project Site and actually received by the City, subject to an annual cap and a reimbursement term of four (4) successive Project Years, all as more particularly described in the Project Agreement. Such incentive payments shall be limited obligations payable solely from Project Sales Tax Revenue (as defined in the Project Agreement) and shall not constitute a pledge of the City's general funds or taxing power.

The City seeks to achieve, by undertaking its obligations pursuant to the Project Agreement, to (i) advance the economic development of the City, (ii) promote the convenience, order, propriety, and welfare of its citizens, (iii) provide a direct benefit to the City and its residents as a result of increased sales tax revenues, increased property values, and additional economic activity in the City surrounding the Project, (iv) create new jobs, and (v) increase the tax and revenue base of the City. The increased tax revenues, additional economic activity, creation of new jobs, and other benefits described herein will directly benefit the City and serve a valid and sufficient public purpose. The City proposes to grant public funds to the Developer for the benefit of the Developer.

The City expects to determine at its public meeting, or any continuance or holdover thereof, that the grant of funds in connection with the transaction described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Developer, its affiliates, or any other private entity or entities.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Cindy Beaudreau, City Clerk, at (251) 620-1100 or cityclerk@daphneal.com.

March 27, 2026

## PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this “Agreement”) is hereby made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF DAPHNE, ALABAMA**, a municipal corporation organized and existing under the laws of the State of Alabama (the “City”), and **TROTMAN DAPHNE, LLC**, an Alabama limited liability company (“Developer”).

### RECITALS:

WHEREAS, the City enthusiastically supports and encourages economic development within the City in order to develop a solid and diverse local economy, to increase employment opportunities in the City, to broaden the City’s tax base, to increase revenues and to provide necessary and improved services to the citizens of the City, thereby improving the quality of life of its citizens; and

WHEREAS, Amendment Nos. 750 and 772 to the Constitution of Alabama of 1901 (Section 94.01(a)(3) of the Constitution of Alabama of 2022 and hereinafter referred to as “Amendment No. 772”) authorize the City to lend its credit to or grant public funds and things of value in aid of or to any business entity for the purpose of promoting the economic development of the City; and

WHEREAS, Developer is under contract to acquire certain property located at the northwest corner of Alabama Highway 181 and County Road 64 within the corporate limits of the City, as more particularly described on **Exhibit A** attached hereto (the “Project Site”); and

WHEREAS, Developer has proposed to undertake a project to develop and construct a 31.76-acre master planned, mixed-use development to be known as “Italian Village at Daphne” (the “Project”), anchored by a neighborhood grocery store with fueling station, supported by eight commercial outparcels, and complemented by an upscale residential community organized around a 5-acre pond on the Project Site, with an estimated capital expenditure, including, but not limited to, land acquisition, site preparatory work, construction costs, and public infrastructure improvements of approximately \$81,500,000.00; and

WHEREAS, Developer’s implementation of the Project is expected to result in the creation of at least 250 new jobs in the City; and

WHEREAS, to induce Developer to develop the Project on the Project Site, the City has agreed to provide certain financial incentives to Developer in the form of the City Assistance, as defined herein; and

WHEREAS, as a result of the City’s inducements to be provided in the form of the City Assistance, Developer is willing to undertake the Project at the Project Site; and

WHEREAS, the City does hereby ascertain, determine, declare and find that development and implementation of the Project with the City Assistance is in the best interest of the City and will serve a public purpose and further enhance the public benefit and welfare by, among other

things: (i) promoting local economic development and stimulating the local economy; (ii) increasing employment opportunities in the City; (iii) increasing the City's tax base, resulting in additional tax revenues for the City; and (iv) promoting the development of new business enterprises and retail business in the City, all of which inure to the economic health of the City and constitute important public benefits to the City and its citizens; and

WHEREAS, the City finds that it is necessary, proper and in the public interest, in accordance with Amendment No. 772, that the City should enter this Agreement with Developer pursuant to which Developer will undertake the Project and the City will provide certain incentives in the form of the City Assistance in connection with the Project, and that providing the City Assistance in accordance with the terms and conditions of this Agreement will promote the economic development of the City and, accordingly, is for a public purpose and is authorized by, consistent with, and in furtherance of the objectives of Amendment No. 772.

## **AGREEMENT**

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I** **DEFINITIONS**

- 1.1 “Agreement” shall have the meaning set forth in the Preamble of this Agreement.
- 1.2 “Amendment No. 772” shall have the meaning set forth in the second paragraph of the Recitals above.
- 1.3 “Annual Cap” means, with respect to each Project Year during the Reimbursement Term, an amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000) in Incentive Payments for such Project Year.
- 1.4 “Capital Costs” shall mean all costs and expenses incurred by Developer in connection with the acquisition, development, construction, and equipping of the Project at the Project Site.
- 1.5 “City” shall have the meaning set forth in the Preamble of this Agreement.
- 1.6 “City Assistance” shall have the meaning set forth in Section 2.2(a) below.
- 1.7 “Commence Operations” or “Commencement of Operations” means the date the grocery anchor opens to the general public for the regular retail sale of goods (excluding soft openings or limited preview events) under all required permits.
- 1.8 “Completion Date” shall have the meaning set forth in Section 2.2(b)(i) below.
- 1.9 “Change of Control” shall have the meaning set forth in Section 3.4 below.

- 1.10 “Developer” shall have the meaning set forth in the Preamble of this Agreement.
- 1.11 “Effective Date” shall have the meaning set forth in Section 3.1 below.
- 1.12 “Force Majeure Event” shall have the meaning set forth in Section 3.6 below.
- 1.13 “Incentive Payment” means the amount payable by the City for a Project Month, equal to the Project Sales Tax Revenue actually received by the City for such Project Month, subject to the Annual Cap and the Maximum Incentive Amount.
- 1.14 “Legal Proceeding” means an action, litigation, arbitration, administrative proceeding, claim and other legal or equitable proceeding of any kind.
- 1.15 “Maximum Incentive Amount” means an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) in the aggregate, inclusive of all Incentive Payments made during the Reimbursement Term.
- 1.16 “Payment Date” means fifteen (15) days after the City’s receipt of Project Sales Tax Revenue for the applicable Project Month.
- 1.17 “Project” shall have the meaning set forth in the fourth paragraph of the Recitals above.
- 1.18 “Project Business” means any person or entity that operates a business at the Project Site and generates taxable retail sales physically occurring at the Project Site that are included in the calculation of Project Sales Tax Revenue, whether as an owner, tenant, subtenant, licensee, or operator, but excluding the Developer solely in its capacity as owner or developer of the Project Site.
- 1.19 “Project Month” means each month during a Project Year, beginning on the first day of the first Project Year.
- 1.20 “Project Sales Tax Revenue” means the total amount of the City’s non-educational sales tax at the rate in effect from time to time (currently 2.5%) legally sourced and attributable to taxable retail sales physically occurring at the Project Site and actually received by the City, exclusive of penalties, interest, audit recoveries relating to periods before the Reimbursement Term, sales tax holidays, and any amounts legally required to be remitted to third parties. For the avoidance of doubt, Project Sales Tax Revenue shall include only sales taxes generated by Project Businesses and actually received by the City during the Reimbursement Term.
- 1.21 “Project Site” shall have the meaning set forth in the third paragraph of the Recitals above.
- 1.22 “Project Year” means a twelve-month period during the Reimbursement Term. The first Project Year shall commence on the first day of the next month following the Completion Date.

1.23 “Public Infrastructure Improvements” means those public or publicly dedicated infrastructure components of the Project to be designed, constructed, installed, or funded by Developer in connection with the Project, including, without limitation: the new public roadway; turn lane additions on Alabama Highway 181 and County Road 64; the dedicated right-turn lane on County Road 64 for southbound Alabama Highway 181 traffic; the new traffic signal at Overton Drive and County Road 64; modifications approved by the City to the County Road 64 and Highway 13 roundabout; internal sidewalk and pedestrian networks connecting uses within the Project; and the rear access drive for future northern development, in each case as shown on City-approved plans and specifications and to be accepted for public maintenance by the City where applicable.

1.24 “Reimbursement Term” means the period of four (4) successive Project Years, commencing with the first Project Year following the Completion Date and expiring on the Payment Date which occurs following the fourth (4<sup>th</sup>) Project Year.

## **ARTICLE II** **PROJECT DEVELOPMENT AND INCENTIVES**

### 2.1 Obligations of Developer.

(a) Developer commits to undertake the Project in accordance with the requirements of this Agreement. Developer proposes to design the Project consistent with current zoning and other legal requirements and pursuant to a development plan to be provided to the City for review and approval prior to the commencement of construction of the Project. The design work for the Project shall be performed by Developer at its sole expense. Developer agrees to obtain all necessary approvals and permits for the Project. Developer agrees to use diligent, continuous efforts to achieve Commenced Operations for the grocery anchor on or before the date that is thirty (30) months after the Effective Date, subject to force majeure as provided herein. Failure to achieve Commenced Operations by such date, after a 90-day notice and cure period, shall permit the City to terminate the City Assistance.

(b) In connection with its obligation to undertake the Project, Developer has represented to the City that it has obtained, or will use good faith efforts to obtain, sufficient financial resources to complete the Project.

(c) Within ninety (90) days after the Completion Date, Developer shall deliver to the City a certificate, executed by an authorized officer of Developer, stating the aggregate Capital Costs incurred by Developer in connection with the Project, expressed in high-level categories, for City informational and record-keeping purposes only.

### 2.2 City Assistance.

(a) In consideration of Developer’s agreement to undertake the Project at the Project Site, the City hereby agrees to reimburse Developer for a portion of the Capital Costs by making monthly Incentive Payments to Developer from the Project Sales Tax Revenue, as provided in Section 2.2(b) below (the “City Assistance”). Developer acknowledges and agrees that (i) Developer shall bear the initial cost of such Capital Costs to be subsequently reimbursed through the City Assistance, (ii) any expense for the Capital Costs in excess of the amount of the

City Assistance shall be borne solely by Developer, (iii) the City Assistance shall be limited to reimbursement of Capital Costs and in no event shall exceed the Maximum Incentive Amount, and (iv) Developer shall be responsible for all other expenses required to undertake the Project.

(b) The City agrees to reimburse Developer for a portion of the Capital Costs through the payment of the City Assistance as provided in this Section 2.2(b).

(i) Upon the date on which Developer has Commenced Operations at the Project Site, the Project shall be deemed completed for purposes of this Agreement as of the date of such issuance (the "Completion Date").

(ii) Beginning on the first Payment Date after the Completion Date, and continuing on each Payment Date during the Reimbursement Term, subject to the Annual Cap and Maximum Incentive Amount, the City shall pay to Developer the Incentive Payment corresponding to the applicable Project Month so long as all conditions in Section 2.2(b)(iii) are satisfied. Incentive Payments shall be calculated by the City based on Project Sales Tax Revenue actually received by the City. Notwithstanding anything to the contrary, in no event shall Incentive Payments for any Project Year exceed the Annual Cap, and in no event shall aggregate Incentive Payments exceed the Maximum Incentive Amount. Any Project Sales Tax Revenue received for a Project Month in excess of the Annual Cap or after the Maximum Incentive Amount has been reached shall not be carried forward or otherwise paid.

(iii) Developer acknowledges and agrees that the City's payment of the City Assistance depends on the timely filing of sales tax returns and payment of sales taxes by Project Businesses. Developer understands that the timely submission of such tax returns and payment of such taxes is necessary for the City to verify the amount of the Project Sales Tax Revenue for the preceding Project Month and, accordingly, shall be a condition precedent to the City's payments of the City Assistance.

(iv) In the event that a Project Business, at any time, receives a refund with respect to any sales taxes used in the calculation of the Project Sales Tax Revenue, the Incentive Payment for the corresponding Project Month(s) will be re-calculated, exclusive of any interest refunded, and Developer promptly will repay to the City the difference between the re-calculated Incentive Payment and the actual Incentive Payment for the Project Month(s) with respect to which the corresponding Incentive Payment was paid. In the event that a Project Business pays tax owed during a particular Project Month after such Incentive Payment with respect to such Project Month has been calculated and paid to Developer, the Incentive Payment for the corresponding Project Month(s) will be re-calculated, exclusive of any interest paid, and the City promptly will pay to Developer the difference between the re-calculated Incentive Payment and the actual Incentive Payment for the Project Month(s) with respect to which the corresponding Incentive Payment was paid, but provided, however, that the City shall have no obligation to make such additional payment with respect to Project Sales Tax Revenue received after the end of the Reimbursement Term.

(v) Developer acknowledges that Incentive Payments are special-source, limited obligations payable solely from Project Sales Tax Revenue actually received, and the City has no obligation to appropriate or pledge other funds; shortfalls shall not accrue and are not payable after the Reimbursement Term.

(vi) Notwithstanding anything in this Agreement to the contrary, the aggregate amount of City Assistance payable to Developer under this Agreement shall not exceed the Maximum Incentive Amount. Upon the City's payment of Incentive Payments totaling Two Million, Five Hundred Thousand Dollars (\$2,500,000.00), the City shall have no further obligation to make any additional Incentive Payments, and the Reimbursement Term shall automatically terminate as of the date such Maximum Incentive Amount is reached. If the Maximum Incentive Amount is not reached prior to the expiration of the four (4) Project Years comprising the Reimbursement Term, the Reimbursement Term shall expire by its own terms and shall not be extended, and no Incentive Payments shall be due after such expiration.

### 2.3 Conditions Precedent; Public Improvements.

(a) Conditions Precedent to First Incentive Payment: (i) PUD approval and all permits in effect; (ii) executed easements/ROW documents; (iii) evidence of completion and City acceptance of the Public Infrastructure Improvements in subsection (b), or, for items that by their nature must be installed later, a City-approved bonded obligation; and (iv) certificate of occupancy or other evidence of Commenced Operations for the grocery anchor.

(b) Public Infrastructure Improvements. Developer shall design, construct, install, and complete the Public Infrastructure Improvements in accordance with City-approved plans and specifications and applicable law. The Public Infrastructure Improvements shall be completed in a good and workmanlike manner and, where applicable, shall be dedicated to and accepted by the City for public maintenance. To the extent any portion of the Public Infrastructure Improvements, by its nature, must be completed after Commenced Operations, Developer shall provide a City-approved bonded obligation or other security acceptable to the City to secure completion of such remaining items.

(c) Ongoing Covenant. Developer shall maintain compliance with PUD conditions, including architectural standards, signage, pedestrian connectivity, and buffering, as applicable to commercial areas for which Incentive Payments are being claimed.

2.4 Reconciliation and True-Up. Amounts paid as Incentive Payments are subject to reconciliation based on actual Project Sales Tax Revenue received. Overpayments shall be repaid within thirty (30) days after notice; underpayments shall be paid on the next Payment Date, subject to the Reimbursement Term, Annual Cap, and Maximum Incentive Amount.

### 2.5 Clawback; Suspension; Termination

(a) Clawback. If (i) Incentive Payments are later determined to have been paid based on incorrect or overstated Project Sales Tax Revenue, (ii) a Project Business fails to file or pay required sales taxes resulting in a refund or reversal of Project Sales Tax Revenue, or (iii) a

Project Business commits fraud or willful misconduct in reporting, then the City may demand repayment of the overage, plus interest at the lesser of 6% per annum or the maximum rate permitted by law, within thirty (30) days.

(b) Suspension. The City may suspend Incentive Payments upon written notice during any period of: (i) an uncured Event of Default; or (ii) failure to maintain required insurance, licenses, or compliance with law. Payments resume only after cure.

(c) Termination. The City may terminate the City Assistance upon: (i) abandonment of the Project; (ii) failure to achieve Commenced Operations by thirty (30) months after the Effective Date (subject to force majeure); (iii) failure to complete and open the grocery anchor; or (iv) Developer's failure to complete the Public Infrastructure Improvements described in Section 2.3(b) by the deadline (subject to limited cure).

#### 2.6 Use and PUD Compliance for Incentive Eligibility.

(a) Incentive eligibility is conditioned upon the Project's continuous compliance with the PUD approvals, including permitted uses, architectural standards, signage, and pedestrian connectivity. Incentive Payments shall be suspended during any period of material noncompliance that is not cured within sixty (60) days after notice (or such longer period as reasonably necessary to cure if commenced promptly and diligently pursued).

### **ARTICLE III** **GENERAL TERMS**

3.1 Effective Date. This Agreement shall become effective on the date upon which it is executed by the last party to sign (the "Effective Date").

3.2 Public Purpose. The City does hereby ascertain, determine, declare and find that the development and implementation of the Project with the City Assistance is in the best interest of the City and will serve the public purposes set forth in the Recitals above.

#### 3.3 Counterparts.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

#### 3.4 Assignment; Change of Control.

(a) Developer shall not assign this Agreement or any right to receive Incentive Payments, in whole or in part, nor effect any Change of Control of Developer, without the City's prior written consent, not to be unreasonably withheld, conditioned, or delayed, provided the proposed assignee assumes all obligations herein. Any unconsented assignment is void. "Change of Control" means any transfer (by equity, merger, or otherwise) resulting in a new Person having, directly or indirectly, the power to direct management or policies of Developer.

### 3.5 Default and Termination.

(a) For purposes of this Agreement, an event of default shall be defined as: (i) Developer's breach or violation of any term or condition of this Agreement which is not cured within thirty (30) days after written notice from the City; provided that such cure period shall be extended for as long as Developer is using reasonable efforts to cure such breach or violation; (ii) any material representation made by Developer in this Agreement, or in any certificate, notice, or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement shall prove to be untrue or incorrect in any material respect as of the date made; (iii) the entry of a decree or order for relief by a court having jurisdiction concerning Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, trustee (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; (iv) the commencement by Developer of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; (v) the consent by Developer to the appointment of or taking possession by a receiver, liquidator, trustee (or other similar official) of Developer or of any substantial part of Developer's property; or (vi) the making by Developer of any assignment for the benefit of creditors.

(b) Upon the occurrence of an event of default by Developer which is not cured within the applicable time periods set forth above, the City may, in its discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided for in this Agreement:

- (i) seek and obtain injunctive relief or declaratory relief; or
- (ii) terminate this Agreement.

(c) Anything herein to the contrary notwithstanding, neither the City nor Developer shall in any event be responsible or liable for consequential, exemplary or punitive damages as a result of any act or omission in connection with this Agreement.

(d) Notwithstanding any other provision of this Agreement, prior to the Completion Date, the City may terminate this Agreement immediately upon the City's receipt of written notice from Developer that Developer no longer has the intent of undertaking the Project at the Project Site. Upon delivery of such notice of termination, this Agreement shall be terminated, and neither Developer nor the City shall have any further rights or obligations under this Agreement.

### 3.6 Force Majeure.

(a) For purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party, including acts of God, flood, hurricane, tornado, fire, explosion, war, terrorism, civil unrest, labor strikes or shortages not limited to the affected party, supply chain disruptions, epidemics or pandemics,

governmental orders or moratoria, delays in permitting not caused by the affected party, or the failure or delay of utility providers or governmental authorities.

(b) If a party's performance of any obligation or compliance with any deadline under this Agreement is delayed or prevented by a Force Majeure Event, the time for performance of such obligation or compliance with such deadline shall be extended for the period of delay caused by the Force Majeure Event, provided that the affected party gives prompt written notice to the other party and uses commercially reasonable efforts to resume performance as soon as practicable.

(c) A Force Majeure Event shall not excuse any obligation to make payments when due if the funds necessary to make such payments are otherwise available.

3.7 Indemnification. To the fullest extent permitted by law, Developer shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the design, construction, installation, or completion of the Public Infrastructure Improvements, except to the extent caused by the gross negligence or willful misconduct of the City. This obligation shall survive completion of the Public Infrastructure Improvements and any termination of this Agreement.

3.8 No Waiver. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

3.9 Public Records. Developer acknowledges that the City is subject to the Alabama Open Records Act and other applicable public records laws, and that documents and information provided to the City in connection with this Agreement may be subject to public disclosure unless exempt under applicable law. Nothing in this Agreement shall be construed to require the City to withhold disclosure of any record required to be disclosed by law.

3.10 Governing Law. This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, Developer consents to the jurisdiction and venue of the courts of Baldwin County, Alabama with respect to any matter arising hereunder.

3.11 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

3.12 Notices. All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To the City: City of Daphne  
P.O. Box 400  
Daphne, AL 36526  
Attention: City Clerk

with a copy to: Adams & Reese, L.L.P.  
11 North Water Street  
Suite 23200  
Mobile, AL 36602  
Attention: Patrick Dungan

To Developer: Trotman Daphne, LLC  
7505 Halcyon Pointe Drive  
Montgomery, AL 36117  
Attention: Charlie Trotman

or to such other address as the parties shall designate from time to time by written notice.

3.13 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

3.14 Representations and Warranties. Developer makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) Developer is a duly organized and existing Alabama limited liability company, in good standing and qualified to do business in the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of Developer's undersigned representative have been duly authorized by a resolution duly adopted by Developer's members and by all other necessary actions.

(c) All actions and proceedings required to be taken by or on behalf of Developer to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of Developer hereunder, have been or will be duly taken.

(d) There are no approvals, authorizations, consents or other actions by or filings with any person which are required to be obtained or completed by Developer in connection with the execution and delivery of this Agreement or in connection with any other action required to be taken by Developer hereunder. Developer is not and will not be required to give any notice to or obtain any consent from any person or entity in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

(e) Developer has received no notice of any pending or impending civil or criminal investigation, audit, proceeding, action, or litigation or any nature from any federal,

state or local board, commission or agency, which would prevent the construction or operation of the Project.

(f) There are no outstanding judgments, orders, writs, injunctions, or decrees of any government entity, no pending Legal Proceedings or material threats of Legal Proceedings, against or affecting Developer before or by any court, board, commission or agency whatsoever which would have a material effect on Developer's performance of its obligations under this Agreement.

3.15 Relationship of Parties. The City and Developer agree that nothing contained in this Agreement, or any act of Developer or of the City, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Developer and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer, and shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Developer, nor shall Developer at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

3.16 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the City and Developer, and no other person or entity shall have any right, benefit, or remedy under or by reason of this Agreement.

3.17 Compliance with Laws. Developer shall comply, and shall endeavor by its business practices to cause its officers, agents, and employees to comply, with all applicable federal, state and local statutes, regulations, rules, ordinances and other laws which are applicable to the development of the Project. Developer shall obtain all licenses and permits required by law, including, but not limited to, all business licenses required by the City. Material noncompliance that remains uncured for thirty (30) days after notice shall render Developer ineligible to receive Incentive Payments during the period of noncompliance.

3.18 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Developer and its successors and assigns and shall be binding upon and shall inure to the benefit of the City and its successors and assigns.

3.19 Entire Agreement; Amendment. This Agreement constitutes one entire and complete agreement, and neither of the parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the City and Developer. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications hereto shall be valid between the parties. This Agreement may be amended only by a written instrument executed by both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

**TROTMAN DAPHNE, LLC**

By: \_\_\_\_\_  
Charles R. Trotman

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF DAPHNE, ALABAMA**

By: \_\_\_\_\_  
Cindy Beaudreau, City Clerk

By: \_\_\_\_\_  
Robin LeJeune, Mayor

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROJECT SITE**

**RESOLUTION 2026-24**  
**AUTHORIZING RESOLUTION: FY2026 CAPITAL EQUIPMENT**  
**BUSINESS LOAN AGREEMENT**  
**(BRYANT BANK)**

A RESOLUTION OF THE CITY COUNCIL, THE GOVERNING BODY (“THE COUNCIL”) OF CITY OF DAPHNE, ALABAMA (THE “PAYEE”), FINDING IT NECESSARY TO ACQUIRE CERTAIN EQUIPMENT FOR GOVERNMENTAL PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A BUSINESS LOAN AGREEMENT, THE CITY OF DAPHNE WILL ACQUIRE SUCH EQUIPMENT AND BE REIMBURSED FOR THE COST OF SUCH EQUIPMENT. FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE PAYEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICER (AS HEREINAFTER DEFINED) TO EXECUTE A BUSINESS LOAN AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO BRYANT BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND FINANCED FOR THE PAYEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH AGREEMENT.

**WHEREAS**, the Council has determined that it is necessary to acquire the following items of Equipment (the “Equipment”) for use by the Payee for purposes authorized by law: Heil DP Python Automated Side Loader 33YD; and

**WHEREAS**, the Equipment shall be financed pursuant to a Business Loan Agreement executed by the Mayor (the “Agreement”); and

**WHEREAS**, the Council has determined that it would be in the public interest to acquire such Equipment through the Agreement as provided under Section 41-16A-1 *et seq.* of the Code of Alabama, 1975; and

**WHEREAS**, to the best knowledge and belief of the Council, the Agreement qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986; and

**WHEREAS**, BRYANT BANK has proposed to offer the City a Business Loan to acquire the equipment at the offered price at the rate of 4.42% per annum; and

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

**SECTION 1:** The Mayor (hereinafter the “Authorized Officer”) is hereby authorized and directed to execute a Business Loan Agreement, and all attachments thereto. Such Agreement shall be in substantially the form attached hereto as **Exhibit A**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Authorized Officer executing the Agreement, such consent being evidenced by their signatures.

**SECTION 2:** Upon delivery and acceptance by the Payee of the Equipment, the Authorized Officer is authorized and directed to execute a Certificate of Acceptance of such Equipment, and the term shall commence on the date of acceptance.

**SECTION 3:** The Authorized Officer is further authorized and directed to execute on behalf of the Payee a Financing Statement and all other documents as provided for in the Agreement to establish and maintain the security interest of BRYANT BANK in such Equipment.

**SECTION 4:** The Payee and the Council acknowledge that the Agreement contains certain provisions regarding insurance, and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**CITY OF DAPHNE, ALABAMA**

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

**ATTEST:**

\_\_\_\_\_  
**Cindy Beaudreau, City Clerk**

**EXHIBIT A**

**Business Loan Agreement and Attachments**

(attached)

**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 and Louise Volovecky Sr. Family Limited  
Partnership**

**WHEREAS**, Joseph A. Allegri Jr Properties II, LLC, Jerry and Louise Volovecky Sr. 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 March 16, 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.

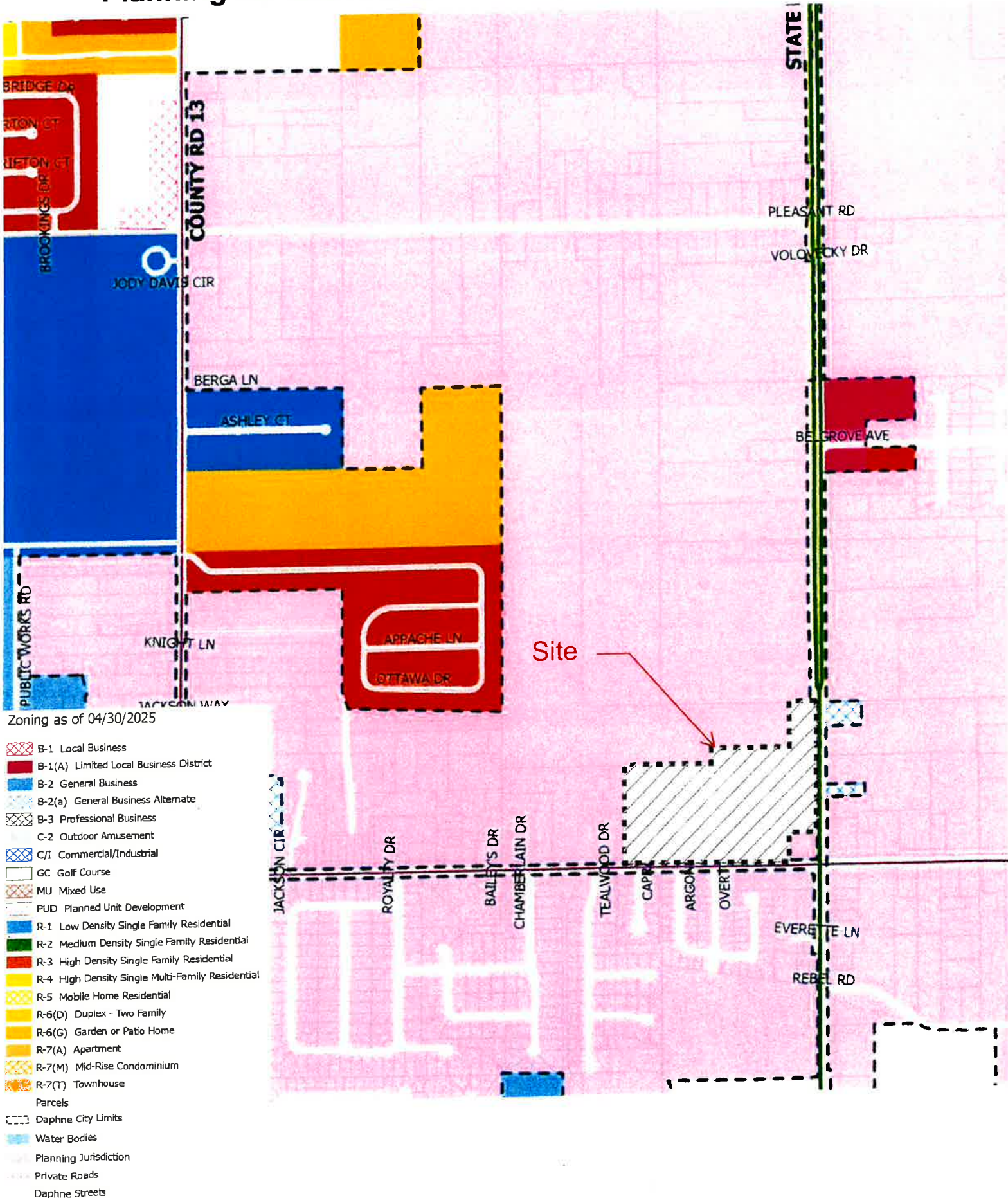
**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_ day of \_\_\_\_\_, 2026.**

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

**ATTEST:**

\_\_\_\_\_  
**Cindy Beaudreau, City Clerk**

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



**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 and Louise Volovecky Sr. Family  
Limited Partnership**

**WHEREAS**, on the 18<sup>th</sup> day of November, 2025, Joseph A. Allegri Jr Properties II, LLC, Jerry and Louise Volovecky Sr. 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 16, 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 April 6, 2026, regularly scheduled City Council meeting, Ordinance 2026 - 07 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**

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

