



**CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
MONDAY, APRIL 20, 2026 at 6:00 PM**

1. CALL TO ORDER

A. ROLL CALL

B. INVOCATION Reverend Thack Dyson, St. Paul's Episcopal Church

C. PLEDGE OF ALLEGIANCE

2. PROCLAMATIONS/RECOGNITIONS

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

B. RECOGNITION: Daphne High School, Girls Wrestling Team 6A-7A State Champions

C. PROCLAMATION: Sexual Assault Awareness Month

D. PROCLAMATION: National Donate Life Month

E. PROCLAMATION: Administrative Professionals' Day

F. PRESENTATION: Environmental Advisory Committee

3. APPROVE MINUTES

A. April 6, 2026 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE - Conaway

B. BUILDINGS & PROPERTY COMMITTEE- Messinger
Review the March new Construction and Building Report.
Certificates of Occupancy: 25
Permits Issued: 190
New Residential Home Permits: 9
Total Fees: \$115,389.98

i. Review the minutes from the March meeting.

ii. **MOTION** to authorize the Mayor to enter into a Turn Lane Construction Agreement with Wise Properties, LLC.

- iii. **MOTION** to authorize the City Clerk to send an initial 20-day letter for abatement of a dangerous building located at 29049 US Hwy 98, Daphne, Alabama.
- iv. **MOTION** to authorize the City Clerk to send an initial 20-day letter for abatement of a dangerous building located at 132 Lakeview Loop, Daphne, Alabama.

C. PUBLIC SAFETY COMMITTEE - Green

- i. Review the minutes from the March meeting

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Roberts

E. PUBLIC WORKS COMMITTEE - Coleman

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS - Adrienne Jones

B. DAPHNE PUBLIC SCHOOL COMMISSION - Messinger

C. DOWNTOWN REDEVELOPMENT AUTHORITY - Conaway

D. INDUSTRIAL DEVELOPMENT BOARD - Coleman

- i. **MOTION** to appoint Ron Scott to the Industrial Development Board for a six-year term (April 2026 - April 2032).

E. LIBRARY BOARD - Olen

F. PLANNING COMMISSION - Olen

G. RECREATION BOARD - Green

H. UTILITY BOARD - Coleman

6. PUBLIC PARTICIPATION

7. MAYOR'S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK'S REPORT

- A. MOTION** to approve the 020 - Restaurant Retail Liquor to JNYS LLC dba Korea Chefs located at 1501A US Highway 98, Ste 3, Daphne, Alabama.

- B. **MOTION** to approve the LSK Lupus Awareness Walk on March 20, 2027 from 9:00am - 12:00pm on the front lawn of City Hall.

11. RESOLUTIONS

- A. **2026-25** - Appropriation: Additional Engineering - Main Street Revitalization

12. 2nd READ ORDINANCES

13. 1st READ ORDINANCES

- A. **2026-09** - Ordinance Authorizing the Conveyance and Exchange of Property Between the City of Daphne and Fred Lawrence Penry
- B. **2026-10** - Ordinance Amending the Daphne Junior City Council Ordinance
- C. **2026 - 11** - Ordinance to Amend Sections 6.5, 9.9, 9.10, 9.12 and 9.14 of the City's Employee Handbook

14. COUNCIL COMMENTS

15. EXECUTIVE SESSION

16. ADJOURN

CITY OF
DAPHNE, ALABAMA

Proclamation

WHEREAS; according to the Rape, Abuse, and Incest National Network (RAINN), every 68 seconds an American is sexually assaulted and every nine minutes that victim is a child. Only 25 out of every 1,000 perpetrators will end up in prison; and

WHEREAS; only 310 out of every 1,000 sexual assaults are reported to police, meaning that more than two out of three go unreported; and

WHEREAS; the most important thing we can do for our victims is believe them and support them; and

WHEREAS; National Sexual Assault Awareness Month seeks to raise awareness, find solutions, and foster community involvement as well as to remember survivors of sexual assault and offer tribute to all victims of sexual assault throughout American each year; and

WHEREAS; the effects of sexual assault are felt by the entire community requiring all to join together to take action to create a safer environment for everyone; and


WHEREAS; the City of Daphne commends The Lighthouse for encouraging all citizens to become more aware of sexual assault, and for remaining strong and persistent advocates toward the support of all victims of such terrible acts;

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


Sexual Assault Awareness Month

in the City of Daphne and urge all citizens, businesses and organizations to join together in raising awareness, supporting survivors, and working together to prevent sexual assault in our community.





Robin LeJeune, Mayor



Cindy Beaudreau, City Clerk

CITY OF

DAPHNE, ALABAMA

Proclamation

WHEREAS; more than 100,000 Americans and nearly 1,200 Alabamians are currently on the national transplant waiting list; and

WHEREAS; another person is added to the waiting list every eight minutes, and, on average, thirteen people die each day while waiting for a lifesaving organ transplant; and

WHEREAS; the most effective way to address this health crisis is to educate and to encourage citizens to commit to the following actions: register your decision to be an organ, eye, and tissue donor at legacyofhope.org or at your local DMV and learn more about living donation at DonateLife.net; and

WHEREAS; the Mayor LeJeune of Daphne feels that the Donate Life cause of saving and healing lives through organ, eye, and tissue donation is of such immediate and worthwhile importance that;

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

National Donate Life Month

in the City of Daphne and encourage all residents to register their decision to be an organ, eye, and tissue donor at legacyofhope.org or at your local Alabama DMV.

[Handwritten signature of Robin LeJeune]

Robin LeJeune, Mayor

[Handwritten signature of Cindy Beaudreau]

Cindy Beaudreau, City Clerk



CITY OF
DAPHNE, ALABAMA

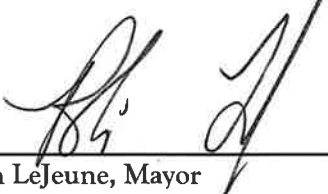
Proclamation

WHEREAS; April 20-24, 2026, has been designated Administrative Professionals' Week; and
WHEREAS; April 22, 2026, has been designated as Administrative Professionals Day; and
WHEREAS; since 1952, this occasion has been observed as a means to show gratitude and recognition for all administrative support personnel; and
WHEREAS; our administrative professionals are indispensable in the seamless coordination of daily operations throughout the city through their tireless dedication; and
WHEREAS; the work of administrative professionals is built upon specialized knowledge in a multitude of areas, encompassing customer service, computer applications, and people skills, giving them opportunities to utilize their creativity to maintain a well-run organization; and
WHEREAS; administrative professionals are valued ambassadors, and are often the first city staff member the public encounters, thus beginning an important two-way relationship between our city and the community;

NOW,
THEREFORE; I, Robin LeJeune, as the Mayor of the City of Daphne, together with the Daphne City Council, do hereby proclaim the week of April 20-24, 2026, as Administrative Professionals' Week and April 22, 2026 as

Administrative Professionals Day

in the City of Daphne and express gratitude for the vital role played by our administrative professionals in our community.



Robin LeJeune, Mayor



Cindy Beaudreau, City Clerk



ACCREDITED ARBORETUM

LEVEL I

Native Plant Trail, City of Daphne, AL

Granted February 2026 and in effect through February 2031



Jill Koski, President and CEO, The Morton Arboretum
On behalf of the ArbNet Accreditation Program

The Arboretum Accreditation Program recognizes arboreta for achieving professional standards in advancing the planting and conservation of trees



**April 6, 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, Joel Coleman, Oliver Roberts, Stephanie Messinger, Benjamin Hughes and Jennifer Green

Also Present: Jay Ross, City Attorney; Mayor LeJeune; Chief Gulsby, Police; Chief Tacon, Fire; Troy Strunk, City Development; Ben Davis, Recreation; Bobby Purvis, Public Works; Kelli Reid, Finance; Emmie Powell, Library; Adrienne Jones, Planning; Vickie Hinman, Human Resources; Izzy New, Junior Councilmember; John Wallace Simpson, Junior City Councilmember; Schuyler Smith, Junior City Councilmember; Amber Lue, Junior City Councilmember; Cindy Beaudreau, City Clerk and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Junior Councilmember John Wallace Simpson.

2. PRESENTATIONS AND RECOGNITIONS:

PRESENTATION: Zoe Doll presented her Eagle Scout Project “Paws and Pages” to the Council for consideration.

<p>MOTION by Councilman Olen to approve the Eagle Scout Project “Paws and Pages”. Seconded by Councilwoman Conaway. MOTION CARRIED UNANIMOUSLY.</p>
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PROCLAMATION: Mayor LeJeune presented the Child Abuse Prevention Month Proclamation.

PROCLAMATION: Mayor LeJeune presented the National Public Safety Telecommunicators Week Proclamation to the Daphne Police Department Dispatchers.

3. APPROVE THE MINUTES:

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

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Conaway said the minutes from the March meeting are in the packet and gave the 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 for February 2026: warrants - \$27,201,132; capital leases: general fund - \$201,793; enterprise fund - \$675,147. She said the next meeting is April 20th at 4:30pm.

B. BUILDINGS & PROPERTY COMMITTEE

Councilwoman Messinger said the next meeting is April 13th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilwoman Green said the next meeting is April 13th at 4:30pm.

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D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Roberts said the next meeting is May 4th at 4:30pm.

**MOTION by Councilman Coleman to authorize the Mayor to execute the GOMESA Grant Agreement.
No second was needed.
MOTION CARRIED UNANIMOUSLY.**

E. PUBLIC WORKS COMMITTEE

Councilman Coleman said the next meeting is May 4th at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Mrs. Jones said there is no April or May meeting.

B. Daphne Public School Commission

Councilman Hughes said the next meeting will be April 27th at 5:30pm in the Jubilee Conference Room and the May meeting is cancelled.

C. Downtown Redevelopment Authority

Councilwoman Conaway said the next meeting is April 16th at 5:30pm and the minutes from the March meeting are in the packet.

D. Industrial Development Board

Councilman Olen said the next meeting is April 21st at 4:30pm.

E. Library Board

Councilman Olen said the next meeting is April 9th at 4:30pm.

F. Planning Commission

Councilman Olen said the next meeting is April 23rd at 5:00pm.

G. Recreation Board

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

H. Utility Board

Councilman Coleman said the next meeting is April 29th at 5:0pm and the minutes from the February meeting are in the packet.

6. PUBLIC PARTICIPATION:

Public participation opened at 6:17pm.

Steve McArthur, 464 Ridgewood Drive, said there will be a meeting in Bay Minette on Wednesday at 6:30pm to discuss the solar farm.

Wendolyn Longmire, 1100 Whispering Pines Rd, invited everyone to the National Day of Prayer Event.

Public participation was closed at 6:22pm.

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7. MAYOR’S REPORT:

Mayor LeJeune commented on the National Day of Prayer Event. He shared about the Washington, DC trip and that he would be taking the Junior Council to Montgomery on Wednesday. He invited everyone to “Evening with the Mayor” at El Rancho on April 21st at 5:30pm.

8. CITY ATTORNEY REPORT:

City Attorney said there was a matter to discuss in executive session that should take 15 – 20 minutes.

9. DEPARTMENT HEAD COMMENTS:

Chief Tacon, Fire, said they are issuing burn permits again and the Daphne Fire Department was recognized as “Most Professional Fire Department in Baldwin County” by Medstar.

Emmie Powell, Library, said the bread classes will begin this Wednesday at 4:00pm, the “Book Bash” is on April 14th and Earth Day is April 22nd.

Vickie Hinman, HR, said the Human Resources Department will be attending a career fair on Tuesday and one on April 23rd in Mobile. She shared that there are multiple individuals retiring from the City at the end of the month.

Bobby Purvis, Public Works, said the new garbage truck has arrived and the new pavilion at Joe Louis Patrick Park has been completed.

Ben Davis, Recreation, shared about multiple upcoming tournaments and an animal shelter event on April 18th.

Adrienne Jones, Planning, announced the new GIS Analyst is Mr. Adam Skeete.

Troy Strunk, Community Development, said the Milton Jones Rd Extension Project is coming along and he will let the Council know when County Road 13 is expected to be closed.

Kelli Reid, Finance, said the 2025 Financial Report is online.

Amber Lue, Junior Council, said the group helped with Tech Day at the Senior Center last Friday, April 3rd.

10. CITY CLERK’S REPORT:

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

**MOTION by Councilwoman Conaway 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. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Roberts 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. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman 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. Seconded by Councilwoman Messinger.
MOTION CARRIED UNANIMOUSLY.**

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

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

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

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)**

**MOTION by Councilwoman Conaway to waive the reading of Resolutions 2026-20, 2026-21, 2026-22, 2026-23 and 2026-24. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to adopt Resolution 2026-20. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to adopt Resolution 2026-21. Seconded by Councilman Roberts.
MOTION CARRIED UNANIMOUSLY.**

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MOTION by Councilman Coleman to adopt Resolution 2026-22. Seconded by Councilwoman Messinger.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to adopt Resolution 2026-23. Seconded by Councilwoman Messinger.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to adopt Resolution 2026-24. Seconded by Councilman Roberts.

MOTION CARRIED UNANIMOUSLY.

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**

MOTION by Councilman Coleman to waive the reading of Ordinances 2026-06, 2026-07 and 2026-08. Seconded by Councilman Olen.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to adopt Ordinance 2026-06. Seconded by Councilwoman Messinger.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to adopt Ordinance 2026-07. Seconded by Councilwoman Conaway.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Coleman to adopt Ordinance 2026-08. Seconded by Councilwoman Conaway.

MOTION CARRIED UNANIMOUSLY.

13. 1ST READ ORDINANCES:

14. COUNCIL COMMENTS

Councilwoman Conaway thanked the Telecommunicators for their work, congratulated the Fire Department on the recognition and thanked Zoe Doll for sharing her project idea.

Councilman Olen said he agreed with all of Councilwoman Conaway's comments.

Councilwoman Messinger said she is looking forward to the bread faking class at the Library and thanked the Recreation Department for the maintaining of the properties and fields.

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Mayor LeJeune reminded everyone that schools are either in or about to start spring break.

Council President Hughes thanked public safety for their service.

15. EXECUTIVE SESSION:

City Attorney certified that the Council should enter into an Executive Session to discuss pending litigation. He said it should take 20 minutes then the Council may come back out to potentially vote.

MOTION by Councilman Coleman to enter into Executive Session. Seconded by Councilwoman Messinger.	
City Clerk called roll.	
Councilwoman Conaway	Aye
Councilman Olen	Aye
Councilman Coleman	Aye
Councilman Roberts	Aye
Councilwoman Messinger	Aye
Councilwoman Green	Aye
Council President Hughes	Aye
MOTION CARRIED UNANIMOUSLY.	

Council entered into Executive Session at 6:48pm.

Council returned from Executive Session at 7:13pm.

16. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 7:13PM.

Respectfully submitted by,

Certification of Presiding Officer,

Cindy Beaudreau, City Clerk

Benjamin Hughes, Council President

City of Daphne Building Department

2022 / 2023 / 2024 / 2025 / 2026 Comparison Report

	Fee's Collected					Permit's Issued					CO's Issued				
	2022	2023	2024	2025	2026	2022	2023	2024	2025	2026	2022	2023	2024	2025	2026
Oct	\$84,303.63	\$47,086.96	\$83,607.35	\$143,569.06	\$77,524.20	308	192	223	213	189	40	28	32	17	25
Nov	\$91,672.49	\$50,279.03	\$27,758.62	\$58,210.00	\$219,396.48	351	286	166	142	216	30	36	23	12	9
Dec	\$128,605.99	\$57,070.59	\$40,344.17	\$50,271.68	\$36,647.91	296	216	181	150	245	53	36	33	25	12
Jan	\$259,810.62	\$33,804.54	\$163,953.56	\$80,404.50	\$44,321.08	350	152	295	173	120	36	33	25	20	11
Feb	\$129,315.56	\$44,081.76	\$84,412.27	\$37,199.09	\$58,004.87	292	169	229	163	168	32	31	23	20	7
Mar	\$116,358.20	\$30,603.28	\$57,825.99	\$320,154.95	\$115,389.98	431	181	240	165	190	84	44	24	16	25
Apr	\$60,816.35	\$76,873.19	\$171,191.80	\$89,713.72		324	212	348	202		42	27	15	19	
May	\$65,454.25	\$147,875.62	\$207,947.06	\$155,349.01		306	288	368	211		48	20	30	17	
June	\$147,395.66	\$234,524.02	\$58,420.91	\$143,387.48		355	308	232	230		34	25	43	21	
July	\$87,733.72	\$100,809.42	\$69,318.38	\$78,117.48		305	267	273	185		23	13	33	15	
Aug	\$61,504.63	\$60,342.37	\$181,357.78	\$65,814.58		299	192	239	182		19	4	29	11	
Sept	\$140,065.18	\$108,322.22	\$189,261.78	\$106,073.70		328	277	344	147		40	34	20	15	
Total	\$1,373,036.28	\$991,673.00	\$1,335,399.67	\$1,328,265.25	\$551,284.52	3945	2740	3138	2,163	1,128	481	331	330	208	89
Percent +/-	N/A	-27.78%	34.66%	-0.53%		N/A	-30.54%	14.53%	-31.07%		N/A	-31.19%	-0.30%	-93.64%	

March FY2026 Building Inspections-

\$115,389.98 Fee's Collected, 190 Permits issued, 25 Certificate Of Occupancies issued and 9 New Residential Homes permitted

Infirmary Health is in progress. The Croft at Daphne and Aldi have started. Downtown Development and Rich's Carwash are near completion.

Daphne Amphitheater Restrooms are now permitted. Chase Bank Demo and rebuild have started.

BUILDINGS & PROPERTY COMMITTEE MEETING

March 9, 2026 5:15 p.m.

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

MEETING MINUTES

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

MEMBERS ABSENT:

ALSO PRESENT: Jay Ross, City Attorney; Mayor LeJeune; Eric Butler, Building Inspection; Cindy Beaudreau, City Clerk; Andy Bobe, City Engineer; Bobby Purvis, Public Works; Jennifer Rulon, Senior Center; Charlie McDavid, Recreation; Kelli Reid, Finance; Emmie Powell, Library; and Ange Baggett, Marketing.

1) CALL MEETING TO ORDER / ROLL CALL

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

2) MINUTES

Councilman Messinger reviewed the minutes from the February 9, 2026 meeting.

3) PUBLIC PARTICIPATION

Curt Fonger, 1443 Randall Avenue, spoke about the Condemnation Ordinance and asked how homes were chosen. Mayor LeJeune stated that the City needs to receive a complaint with an address for Code Enforcement and the Building Department to inspect.

Fleetwood Lane, 6892 Heathcroft Lane, requested a pass through from Colonial Plaza through the Daphne Justice Center parking lot to Lavender Lane. Mr. Lane sighted safety issues with drivers wanting to travel north or south on US Highway 98. Mr. Lane shared a proposal for the cost of the work required of \$50,000 and offered to pay for half.

Carl Smith, 27554 Red Eagle Drive, reiterated Mr. Lane's concern.

Manager, Colonial Self Storage, reiterated the safety issues.

4) BUILDING INSPECTION REPORT

Eric Butler reviewed the Building Inspection report.

5) CIVIC CENTER & BAYFRONT PAVILION REPORT

Ange Baggett gave the Civic Center report and reminded everyone about the Volunteer Appreciation Breakfast on April 21, 2026, at 7:30am at the Civic Center.

6) RECREATION REPORT

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

7) LIBRARY REPORT

Emmie Powell gave the Library report and reminded everyone about the Book Bash on April 14, 2026.

8) FACILITIES REPORT

Bobby Purvis gave the Facilities Report.

9) OLD BUSINESS

Councilman Coleman shared that the Industrial Development Board has a vacancy and has asked if Ron Scott can fill the open slot. There were no objections from the City Council.

10) NEW BUSINESS

Kelli Reid presented the Alabama Department of Economic and Community Affairs Grant Agreement in the amount of \$61,061 to help with replacement of the Chiller in City Hall and requested a motion to authorize the Mayor to sign the agreement.

**MOTION by Councilman Coleman to recommend to Council to authorize the Mayor to sign the Alabama Department of Economic and Community Affairs Grant Agreement in the amount of \$61,061 to replace the Chiller in City Hall. Seconded by Councilman Olen.
MOTION CARRIED UNANIMOUSLY.**

11) ANY OTHER BUILDINGS AND PROPERTY BUSINESS

Mayor LeJeune shared that Mr. Lane had approached the City many times, but this is the first time that he has offered to pay half of the estimated cost. Councilman Coleman stated that US 98 is an ALDOT road. Council discussed various options for this potential pass through.

Mayor LeJeune stated he will meet with Troy Strunk and Andy Bobe to discuss the issue and speak to ALDOT.

12) NEXT MEETING

The next meeting is scheduled for Monday, April 13, 2026 at 5:15 p.m.

13) ADJOURN

There being no further business to discuss, the Committee adjourned at 6:00pm.

TURN LANE CONSTRUCTION AGREEMENT

**WISE WAREHOUSE DEVELOPMENT
DAPHNE, ALABAMA**

This TURN LANE CONSTRUCTION AGREEMENT (this “**Agreement**”) is made and entered into this the __ day of April, 2026 (the “**Effective Date**”), by and between the City of Daphne (the “**City**”), and **Wise Properties, LLC** an Alabama limited liability company (the “**Developer**”) (City and the Developer are collectively referred to herein as the “**Parties**”). This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns with respect to the real property described herein.

RECITALS

WHEREAS, the Developer is developing Phase 1, Phase 2, and Phase 3 of the “Milton Jones Office & Warehouse development” as shown on the Site Plan attached hereto as **Appendix 1**, which is located in Baldwin County, Alabama, and obtains access to Milton Jones Road, a public roadway under the jurisdiction of the City of Daphne, Alabama (collectively, the “**Development**”); and

WHEREAS, the City exercises jurisdiction over Milton Jones Road and the related right-of-way, and may regulate access thereto; and

WHEREAS, the City requested a traffic impact analysis based upon a complete buildout of the Development, and projecting future Peak Hour Trips for basis of warranting roadway improvements such as turn lanes; and

WHEREAS, Developer obtained that certain Traffic Impact Analysis dated November 2025, prepared by ALCO Engineering Services, LLC (the “**Study**,” attached hereto as **Appendix 2**); and

WHEREAS, the Study evaluates traffic impacts based on the currently proposed Development consisting of approximately 55,050 square feet of office/warehouse space; and

WHEREAS, the Parties desire to defer construction of certain roadway improvements while establishing objective criteria under which such improvements shall be required in the future;

WHEREAS, the Developer and City wish to memorialize certain “benchmarks” or “trigger points” pertaining to the potential future need for turn lanes as referenced above; and

WHEREAS, these “trigger points” are projected based on current Institute of Transportation Engineers (ITE) and site-specific traffic generation values, implemented into the National Cooperative Highway Research Program (NCHRP) Report 457, the Engineering Study Guide for Evaluating Intersection Improvements; and

WHEREAS, the Parties acknowledge that nothing herein is intended to create a vested right or limit the City’s police power authority except as expressly stated herein.

NOW THEREFORE, the Parties hereby agree and understand as follows:

1. **Incorporation of Study.** The Study establishes projected turning movement volumes and evaluates turn lane warrants based on the Development as currently proposed. The Study is incorporated solely for purposes of identifying the trigger condition described herein and shall not be construed to limit the City’s authority except as expressly provided in this Agreement.

2. **Development Scope.** This Agreement is based upon the Development consisting of approximately 55,050 square feet of office/warehouse space as depicted on the Site Plan. Any material increase in building square footage, change in land use to a higher traffic-generating use, or modification of access configuration shall require an updated traffic impact analysis and may result in revised improvement obligations.

3. **Applicability.** This Agreement applies solely to the Development constructed on Parcel ID Nos. 379976 and 307162 (the “**Property**”) and shall run with the Property.

4. **Term.** This Agreement shall remain in effect through December 31, 2033, which corresponds to the final analysis year reflected in the Study, unless earlier terminated by written agreement of the Parties.

5. **Westbound Left-Turn Lane Obligation.**

a. Deferral at Initial Buildout. The City agrees that Developer shall not be required to construct a westbound left-turn lane on Milton Jones Road at initial buildout of the Development.

b. Trigger Condition. Developer agrees that if the AM peak hour westbound left-in turning movements serving the Development equal or exceed sixty-three (63) vehicles per hour, as determined pursuant to the methodology set forth in the Study, Developer shall, at its sole cost, design and construct a westbound left-turn lane in accordance with applicable City standards.

Upon written notice from the City that the trigger condition is believed to have been met or is being approached, Developer shall, at its expense, cause traffic counts to be performed by a traffic engineer reasonably acceptable to the City to determine whether the trigger condition has been satisfied. If the trigger condition is satisfied, Developer shall commence design of the westbound left-turn lane within ninety (90) days after written confirmation from the City that the trigger condition has been satisfied, and shall diligently pursue construction to completion in accordance with City standards.

6. **Eastbound Right-Turn Lane.** Based on the Study, an eastbound right-turn lane is not warranted by traffic generated by the Development. Developer shall have no obligation under this Agreement to construct an eastbound right-turn lane. Nothing herein shall prohibit the City from constructing such a lane at its own expense or requiring construction by another property owner or developer.

7. **Future Development.** Any additional phases, expansion, or redevelopment of the Property utilizing the same access shall be subject to additional review by the City and shall require an updated traffic impact analysis. The trigger established herein applies only to the Development as described in Section 2.

8. **No Construction Obligation if Development Abandoned.** If Developer elects not to proceed with construction of the Development, this Agreement shall impose no obligation to construct roadway improvements.

9. **Reservation of Police Power.** Except as expressly provided herein with respect to the westbound left-turn lane, nothing in this Agreement shall be construed as a waiver or limitation of the City's police power authority to regulate access, traffic control, or roadway improvements as necessary to protect public health, safety, and welfare

10. **No Vested Rights.** This Agreement is not a development agreement or vested rights agreement under Alabama law and does not guarantee approval of any permit or development application.

11. **No Partnership.** Nothing in this Agreement shall be deemed to create any joint venture, partnership, entity, or principal-agent relationship between the Parties, and none of the Parties shall act toward third parties or the public in any manner which would indicate any such relationship with the other.

12. **Binding Upon Execution.** This Agreement shall not be binding until signed by all Parties hereto. A fully executed copy of this Agreement may serve as an original Agreement.

13. **Governing Law; Venue.** This Agreement shall be governed by and performed in accordance with the laws of the State of Alabama. The Parties agree that venue concerning any dispute regarding the terms or enforcement of this Agreement shall only be in the State Courts of Alabama in Baldwin County.

14. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof and may be amended only by written instrument executed by both Parties

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

DEVELOPER:

Wise Properties, LLC,
an Alabama limited liability company

By: _____

Name: _____

Title: _____

CITY:

City of Daphne,
an Alabama municipal corporation

Robin LeJeune, Mayor

ATTEST:

Cindy Beaudreau, City Clerk

APPENDIX 1
SITE PLAN
(attached)

APPENDIX 2
TRAFFIC IMPACT ANALYSIS (STUDY)
(attached)

Abatement Proposal

DATE: 4/07/2026

PROPERTY: 29049 US HWY 98
PIN 39887
PARCEL 32-09-37-0-003-001.005

REASON: Ongoing complaints of nuisance/unsafe building

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

PICTURES:



Please contact me if you have questions.



Eric Butler, CBO

Abatement Proposal

DATE: 4/07/2026

PROPERTY: 132 Lakeview Loop
PIN 66538
PARCEL 32-09-32-0-002-019.000

REASON: Email complaint of unsafe structure

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

PICTURES:



Please contact me if you have questions.



Eric Butler, CBO

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

1. CALL TO ORDER:

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

2. ROLL CALL:

COUNCIL MEMBERS PRESENT: Councilmen Joel Coleman, Oliver Roberts, Benjamin Hughes, Steve Olen and Councilwomen Stephanie Messenger, Tommie Conaway and Jennifer Green.

ABSENT: none

Also Present: Mayor LeJeune, City Attorney; Jay Ross, Troy Strunk, Fire Department; Chief LeAnn Tacon, Police Department; Chief Gulsby, City Clerk; Cindy Beaudreau, Recording Secretary; Christina Brazell.

Junior City Council present: none

3. PUBLIC PARTICIPATION:

Barbara English, Barrington Ln. Caroline Woods neighborhood.

Discussion: speeding throughout the neighborhood. Council requested a letter from HOA regarding assistance with this matter.

Chief Gulsby added area to list of neighborhoods requesting D-Run.

Victoria Phelps, Lake Forest.

Discussion: Speeding through the intersections, specifically Windsor & Ridgewood Dr. Would like to see the 2 way at this intersection be made into a 4 way stop. Lastly, the need for a crosswalk and additional signage for safety.

Kirk Fonder, 1443 Randall Ave.

Discussion: The increase in traffic due to the Pollard Rd. construction and closures. Asked for the City's plan regarding the projected increase in traffic in the area. Mayor LeJeune advised the City has already been consulting with an engineer regarding a round-a-bout or stop light possibly being installed.

Greg King, 128 Hope Dr.

Discussion: Request to the City to add a 4 way stop in Lake Forest at Windsor Dr. and Ridgewood.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from February 2026 Public Safety meeting approved as presented.

5. POLICE DEPARTMENT – Captain Smith

Old Business: None

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

New Business: (Stats provided)

Starting a new Officer 3/19. One Officer provided a resignation as of last night.

Picked up 8 new Police Interceptors from Montgomery last week.

CSI Nadia Taylor to test for a National Certification in the upcoming weeks.

Torch Run in Fairhope to take place on Friday, March 13, 2026.

Saturday, March 14, 2026 the Jubilee Smoke Team will be competing at the BBQ & Blues Event in Foley.

We have one Retirement coming up in June.

6. FIRE DEPARTMENT: - Chief Lamar Green

Old Business: None.

New Business: (Stats provided)

Ride in justifications information sheet provided by Chief Green. A ride along took place 5 times. Three out of the 5 five were due to no medic being on the ambulance.

Confirmed that according to the State Code 32-10-13, prohibits agencies from charging an insurance company responding to an accident.

One vacancy in the department, working on applications this week, Fire-Medic position.

7. OTHER BUSINESS:

Lake Forest HOA letter. Mayor and Council agreed that a new letter would need to be submitted regarding the request for assistance at the intersection of Windsor Dr. and Ridgewood Dr. No traffic study will be conducted.

Adjournment 5:02 p.m.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260330162825830



Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00

County: \$440.00

Trade Name: KOREA CHEFS

Filing Fee: \$50.00

Applicant: JNYS LLC

Transfer Fee:

Location Address: 1501A US HIGHWAY 98; STE 3 DAPHNE, AL 36526

Mailing Address: 1501A US HIGHWAY 98; STE 3 DAPHNE, AL 36526

County: BALDWIN

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-219-939

Do you sell Draft Beer?: N/A

Date Incorporated: 11/12/2025

State incorporated: AL

County Incorporated: BALDWIN

Date of Authority: 11/12/2025

Federal Tax ID: 41-2557925

Alabama State Sales Tax ID: R0127735732

Name:	Title:	Date and Place of Birth:	Residence Address:
JAE WOOK SHIN 095920632 - TN	OWNER	04/16/1970 SOUTH KOREA	998 GOLF CLUB LN E HENDERSONVILLE, TN 37075

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
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260330162825830



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: YOOMIN CHUNG
Business Phone: 615-331-9722
Fax:

Home Phone: 615-331-9722
Cell Phone:
E-mail: GLOBALCPATN1@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260330162825830



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

Name of Property owner/lessor and phone number: SPANISH TRAIL MANAGEMENT/DAPHNE SOUTHERN GATE L

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? YES

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

Does the establishment have restroom facilities? YES

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

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

Building Dimensions Square Footage: 20699

Display Square Footage:

Building seating capacity: 47

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Ncarest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260330162825830



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260330162825830**



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): Jae Wook Shin
 Signature of Applicant: [Handwritten Signature]

Notary Name (print): YOUNGMIN CHUNG
 Notary Signature: [Handwritten Signature]
 Commission expires: _____



Application Taken: _____ App. Inv. Completed: _____ Forwarded to District Office: _____ My Commission Expires: March 9, 2027
 Submitted to Local Government: _____ Received from Local Government: _____
 Received in District Office: _____ Reviewed by Supervisor: _____ Forwarded to Central Office: _____



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260330162825830**



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

Are members admitted by written application, investigation, and ballot? N/A

Has Agent verified membership applications for each member listed? N/A

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Receipt Confirmation Page

Receipt Confirmation Number: 20260330162825830

Application Payment Confirmation Number: 117190838

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

License Payment Confirmation Number:

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

Application Type

Application Type: APPLICATION

Applicant Information

- License Type 1: 020 - RESTAURANT RETAIL LIQUOR
- License Type 2:
- License 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: KOREA CHEFS

Applicant Name: JNYS LLC

Location Address: 1501A US HIGHWAY 98; STE 3
 DAPHNE, AL 36526

Mailing Address: 1501A US HIGHWAY 98; STE 3
 DAPHNE, AL 36526

Contact Person: YOOMIN CHUNG

Contact Home Phone: 615-331-9722

Contact Business Phone: 615-331-9722

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: ACCOUNTANT

CASE NO. 2026-11

ABC LICENSE RETURN

DATE RECEIVED BY REVENUE DIV _____ 4/6/26 _____ CAC

DATE FORWARDED TO POLICE DEPT _____ 4/6/26 _____ CAC

DATE RECEIVED BY POLICE DEPT _____ 4/6/2026 _____ KCF

DATE 4/6/26 APPROVED DISAPPROVED _____

POLICE DEPT SIGNATURE JMh 1142 _____

DATE RETURNED TO REVENUE DIV _____ 4/6/2026 _____ KCF

DATE FORWARDED TO CITY CLERK _____ 4/6/26 _____ 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: LSK Lupus 7d
APPLICANT NAME: Lucy King
STREET: 27337 French Settlement Dr. CITY, STATE, ZIP: Daphne, AL 36526
CONTACT PHONE: 251 753-7989 EMAIL: lking15@aol.com.
"ON SITE" CONTACT PERSON DAY OF EVENT: Kenneth King
CELL PHONE: 205 937-9811 EMAIL: _____

EVENT INFORMATION

EVENT NAME: LSK Lupus Awareness Walk
TYPE OF/PURPOSE OF EVENT: Walk + Blood Drive
EVENT DATE: March 20 2021 TIME (START- END): 9:00 - 12:00
ASSEMBLY TIME: 8:00 AM # PARTICIPANTS/VEHICLES: 75-100
EVENT LOCATION: Daphne City Hall 1705 Main Street
FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): Tables, Tents, music
Daphne Utilities Trust
LifeSouth

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: *Ruey King* DATE: 4-02-2020

INTERNAL USE ONLY

DATE REC'D: <u>4-2-2020</u>	CITY CLERK: _____
FIRE DEPT: <u>24 Tower</u>	APPROVED ROUTE: _____
POLICE DEPT: _____	ROUTE MAP ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No
PUBLIC WORKS: <u><i>Bobby Quinn</i></u>	EVENT FEE: <input type="checkbox"/> Paid \$ _____ CHK# _____
SPORTS & RECREATION: _____	<input type="checkbox"/> Waived: _____
MARKETING & EVENTS: <u><i>Angel Bayard</i></u>	PROOF OF INSURANCE REC'D: <input type="checkbox"/> Yes <input type="checkbox"/> No
** REVENUE: _____	

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2026-25**

**APPROPRIATION: ADDITIONAL ENGINEERING – MAIN STREET
REVITALIZATION**

WHEREAS, Ordinance 2025-17 approved and adopted the Fiscal Year 2026 Budget on September 15, 2025; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2026 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2026 budget; and

WHEREAS, the City has previously engaged Jade Consulting to provide professional services for the Civil Design and Construction Document Preparation for the Main Street Revitalization Project from Potters Mill Avenue to Lott Park and used occupancy fee proceeds to fund these agreements; and

WHEREAS, the City has received an additional contract proposal from Jade Consulting in the amount of \$331,650 related to professional services for the revised scope of the Main Street Revitalization project; and

WHEREAS, Ordinance 2022-56 provides for an occupancy fee to be deposited into the Lodging Tax Fund that can be appropriated by the City Council pursuant to applicable law; and

WHEREAS, the City Council wishes to use the occupancy fee proceeds to fund this agreement for professional services with Jade Consulting in the amount of \$331,650 for the aforementioned services related to the Main Street Revitalization Project; and

WHEREAS, There is \$98,850 remaining in available funds from the previous appropriations for this Project.

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

1. Funds in the amount of **\$232,800** from the **Lodging Tax Fund** are appropriated and made a part of the Fiscal Year 2026 budget for additional professional services related to the Main Street Revitalization Project.
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

April 7, 2026

Mayor Robin LeJeune
City of Daphne
C/O Mr. Troy Strunk, PLA
Executive Director, City Development
P.O. Box 400
Daphne, Alabama 36526

VIA EMAIL: tstrunk@daphneal.com

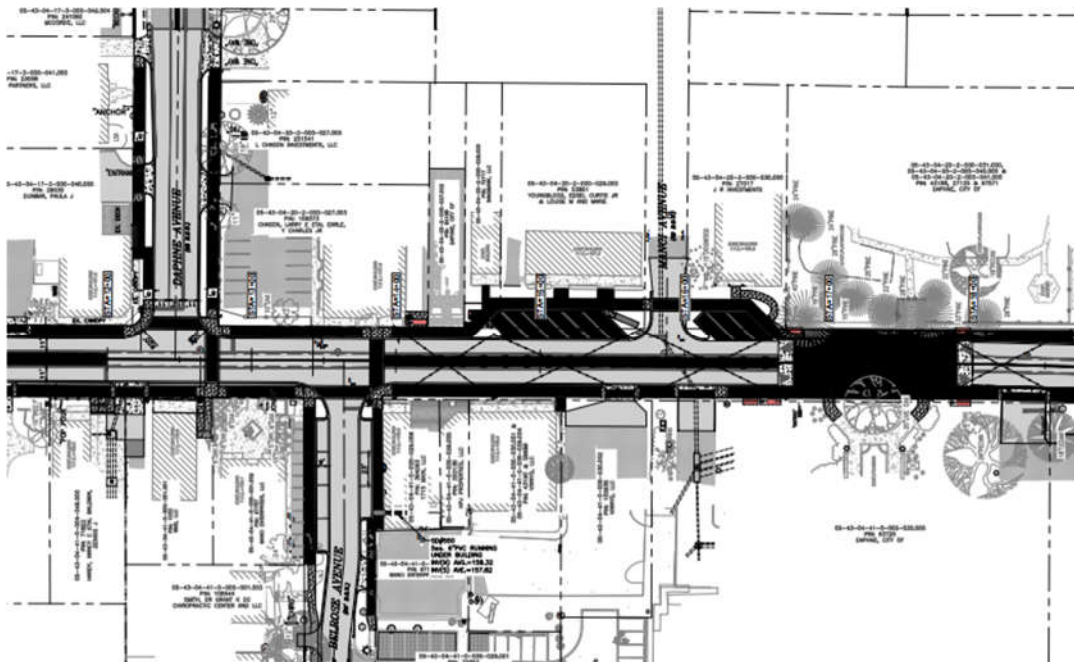
RE: Professional Services for Civil Design and Construction Document Preparation
REVISED SCOPE of Main Street Revitalization
Potters Mill Avenue to Lott Park
Daphne, AL

Dear Mr. Strunk:

We gratefully appreciate the opportunity to present the following scope of professional services that are necessary for Main Street's revitalization. Our team is honored to have been asked to continue to serve the City of Daphne with the implementation of the community's cornerstone project.

Per the City's Direction, we provided this proposal for the REVISED SCOPE for the Main Street Revitalization project. The revised scope will generally follow a similar roadway section to the street's current configuration. We have provided a Mainstreet – RESCOPE plan dated 02-25-26 that depicts this proposals scope of work.

Section of Main Street Re-Scope Plan



We will develop a full set of construction documents for 4700+/- liner feet of Main Street that runs from Potters Mill Avenue to the North edge of Lott Park. In an effort to expedite the construction schedule, we recommend that the City bid and construct this project in 3 phases as depicted on the 3-11-26 master plan. We will prepare 3 each separate sets of construction documents that correspond with these phases.

This proposal specifically **Excludes**:

- Electrical Engineering and Street Light/ Electrical Service Design (scope to be determined)
These efforts will be provided to the city at direct cost, once the scope of their required services has been defined.

Thank you for the opportunity to provide you with this proposal. Please execute the proposal by signing, dating, initialing where indicated, and returning one (1) copy to me for my files.

Best Regards,

JADE CONSULTING, LLC



Perry C. Jinright, III, P.E.

Manager

\lk

Enclosures

JADE Professional Services Agreement

AECOM Proposal

26.005

PROFESSIONAL SERVICES AGREEMENT

A. **GENERAL DESCRIPTION OF PROJECT LOCATION:**

Professional Services for Civil Design and Construction Document Preparation
 REVISED SCOPE of Main Street Revitalization
 Potters Mill Avenue to Lott Park
 Daphne, AL

B. **GENERAL**

This agreement, including attachments, are hereinafter noted, made, and entered into and between JADE Consulting, LLC and the Client identified herein, provides for the Professional services described under Section C of this Agreement.

Client: City of Daphne

Contact: Troy Strunk

Address: P.O. Box 400

City/State/Zip Code: Daphne, AL 36526

Phone No.: (251) 620-1000

Fax No: (251) 621-3185

Email: tstrunk@daphneal.com

C. **JADE CONSULTING PROFESSIONAL SERVICES** to be provided *are identified below:*

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering required to re-develop 4700 LF of Main Street. Please note the proposal is based on the general layout of structures and site development.

The fee structure for this proposal is based upon rates listed in the Manual of Procedures of the Alabama Division of Construction Management, August 2021. The previously discussed construction budget for this project, less utilities and contingency, of \$9.0 million. The corresponding fee percentage for this classification of work is 6.1%. Due to this project being a "major renovation" of Mainstreet, the manual allows for a fee increase of 25% for the added effort required to work around the existing improvements, less landscape and hardscape cost (\$2.2 million for this project). Following this procedure, we respectfully present that \$6.8 million of the project's fee be based upon 7.6% and the remaining \$2.2 million (pavers, landscape, misc.) of the budget be based upon 6.1%.

We anticipate the ability to reused some of our previous design work.

<u>Section of Project</u>	<u>Estimate % of Design Reused</u>
Phase 1- Potters Mill to North of Van Ave. (30% of project) .	60%
Phase 2- North of Van to North of Dyer Ave. (25% of total project)	50%
Phase 3- North of Dryer Ave. to Lott Park (45% of total project)	50%

This gives an estimated value of information we can reuse at 53%. The below fees include this reduction from the prescribed fee structure.

1. **Schematic Design Drawings (30% plans)**

\$61,000.00

In accordance with the approved master plan and initial cost estimate, we will begin the schematic design development of the project in accordance with the requirements of the approved MASTER PLAN. The purpose of the schematic submittal will be to vet the proposed design including:

CLIENT INITIALS: _____

- This task will include converting the previously prepared masterplan into hard design elements that will have true geometric control and be tied to the previously provided topographical survey.
- Preliminary drainage strategy and concepts.
- Preliminary utility corridor and potential improvements.
- Preparation of initial plan/profile sheets.
- Preliminary roadway profile.
- Preparation of proposed style/inspiration palette for roadway, sidewalk, landscape and hardscape materials.

This task includes a pre-design meeting, with the City of Daphne’s Staff, to work through any preliminary design criteria. We, also, anticipate walking the entire project with City Staff and community members that may be available to discuss any and all particular elements the revitalization needs to consider.

2. Neighborhood/Town Hall Meeting Representation **INCLUDED**

We propose to provide such services, between the Schematic Design phase and the Design Development phase of the construction document development. This effort is to help ensure that all respective stakeholder requirements are communicated. We will attend on your behalf, any requested neighborhood meetings.

3. Design Development Drawings (60% plans) **\$91,750.00**

In accordance with the approved schematic design, we will begin the design development phase of the construction documents. The intent of this phase is to have an actual draft set of working construction documents. The purpose of the design development submittal is to review the state of the project’s proposed improvements before the final design. This phase provides an additional moment for stakeholder comments as the project’s design progress.

- This task will include an actual set of working documents in “draft” format.
- Roadway drainage structures will be located, and preliminary pipe sizes and inverts will be established.
- Potential Utility improvements will be coordinated with the respective utility and any provided design data will be referenced in the plan set.
- Preparation of a “draft” version of working plan/profile sheets, geometric sheets, drainage, paving and signage sheets, hardscape, landscape, irrigation, and traffic control plan sheets will be established.
- Preparation of proposed materials palette for roadway, sidewalk, landscape, and hardscape items.
- Updated cost estimate based upon itemized quantity taken off of the project-to-date design plans.

This task includes a post-design meeting with the City of Daphne’s Staff for a detailed design discussion of the project. We, also, anticipate walking the entire project with the City Staff and the community members, that may be available, to discuss any and all particular elements the revitalization needs to consider.

4. Construction Document Preparation (100% plans) **\$153,000.00**

This task will include a full set of construction plans that include existing conditions/removal sheet(s), site layout sheet(s) with dimensions and control, grading and drainage sheet(s), utility sheet(s), erosion control sheet(s) and construction details sheet(s). The site grading plan will indicate the finished grades of the site and the locations of all improvements. The plans will include full design and details required sufficiently to illustrate the design intent to completely rework Main Street's roadway profile.

- This project will include a fully designed drainage system that will incorporate (LID) low-impact development practices as reasonably practicable throughout the limits of the project.
- Full landscape and irrigation plan that reflect the final design. The plan will detail the plantings that are to be used including the number, size, and species of each planting. Our Landscape Architect will coordinate with you, prior to developing the plan, to discuss the budget and the type of plantings that are desired.
- Full hardscape plans with details and specs for approved paver fields and site furnishings.
- A full sequence of construction plans that have been coordinated with the respective traffic control plan. This task will include efforts to assist the City of Daphne in communicating these impacts with area schools, churches, residents, and businesses.
- The final construction documents will be fully coordinated with all impacted utilities. These include, but are not limited to power, water, sewer, gas, and communications.

JADE Consulting, LLC will develop a final cost projection for the improvements depicted in the construction documents. This opinion of the probable development cost for the project will be in spreadsheet format.

The final documents delivered to the city will include a full-size set of construction documents signed and sealed by the appropriately licensed design professional, and the corresponding CAD drawings delivered on a CD or by e-mail as a download.

5. Traffic Engineering Services (Direct Cost) **\$9,000.00**

Please find enclosed a proposal from AECOM, Inc dated March 9, 2026, for the traffic engineering that will be necessary to complete a traffic study of the proposed improvements and one signalized intersection design.

6. Traffic Engineering Coordination Efforts **\$2,500.00**

This task will include all required meetings and supporting civil engineering efforts that will be required by AECOM's traffic engineering team, the City's engineering staff and any public meetings that will be needed so that we gain concurrence from all parties during the review process of the project. We propose to be involved with these services to help ensure that all respective party requirements are communicated.

7. Construction Contract Procurement **(\$4,800 Per Phase) **\$14,400.00****

After obtaining approval of the final Drawings and Specifications from the owner, we will assist the owner in procuring a construction contract for the work, prepare the advertisement for bids and distribute bid documents. We will organize and conduct any required pre-bid conference for prospective bidders. We will assist the county with the opening of the bids, and preparing a certified Tabulation of Bids.

CLIENT INITIALS: _____

D. **THE COMPENSATION TO BE PAID TO JADE CONSULTING, LLC** for providing the requested services is identified in Sections “C” & “E” herein.

E. **ADDITIONAL SERVICES (Hourly Basis)**

Services requested, but not specifically included in the scope of services, will be considered additional services. Modification to drawings, after approval by the Client, as a result of changes requested by the Client or their other Consultants will be considered additional services and billed at an hourly rate as follows:

Principal Engineer	\$300.00
Senior Project Manager/P.E.	\$240.00
Professional Engineer	\$200.00
Engineer I	\$150.00
Graduate Engineer	\$110.00
CADD Designer	\$ 90.00
Engineering Technician	\$ 85.00
Clerical	\$ 75.00
Sub-Consultant	Invoiced at Direct Cost

F. **TERMS & CONDITIONS**

1. Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual cost and shall be itemized and included in the invoice.
2. JADE Consulting, LLC services under this agreement do not include participation, whatsoever, in any litigation.
3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimates of probable construction or operating costs provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. If under this Agreement, professional services are provided during the construction phase of the project, JADE Consulting, LLC shall not be responsible for or have control over procedures, techniques, means, methods, or sequences, or for the safety precautions and programs in connection with the Work. Nor shall JADE Consulting, LLC be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents or forth the Contractor’s failure to comply with applicable laws, ordinances, rules, and/or regulations. Under no circumstances will JADE Consulting, LLC have any direct contractual relationship with the contractor, any subcontractors or materials suppliers.
5. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
6. The Client, at its expense, will provide JADE Consulting, LLC with all required site information, existing plans, reports, studies, project schedules, and similar information that are contained in its files. JADE Consulting, LLC may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with JADE Consulting, LLC by providing all information and criteria in a timely manner, reviewing documents, and making decisions on project alternatives to the

CLIENT INITIALS: _____

extent necessary to allow JADE Consulting, LLC to perform the scope of work within established schedules.


7. The Client will hold harmless and indemnify JADE Consulting, LLC for any design changes, construction changes, and/or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
8. JADE Consulting, LLC may subcontract consultants in the performance of any services described in this agreement. JADE Consulting, LLC does not act as General Contractor in any way or accept responsibility for poor craftsmanship.
9. The above-described compensation for JADE Consulting, LLC does not include the following Cost:
 - a. Photostats/Photocopying/Plotting
 - b. Binding
 - c. Printing/Reprographics
 - d. Photography/Film/Film Processing
 - e. Mylar's and Reproducible
 - f. Federal Express, Courier, and/or Delivery Fees
 - g. Mailing/Postage
 - h. Microfilming/Scanning/Digitizing
 - i. Blue Printing, Printing or Binding of Bid Sets
 - j. Mileage @ current Federal rate
 - k. Permits and/or Registration Fees
 - l. Travel Expenses outside of Baldwin County, Alabama, such as airfare and lodging
 - m. Other products and services requested by the Client and not specifically described herein
10. Either Client or JADE Consulting, LLC may terminate this contract with seven (7) days written notice. Upon termination, the Owner will be responsible for payment of all Consultant fees and reimbursable expenses through the date of termination.
11. Should the project be stopped or the work prevented or delayed for any reason, including, but not limited to, by reason of force majeure or the act or order of any governmental authority, for more than sixty (60) days, JADE Consulting, LLC reserves the right to renegotiate the Fee Schedule.
12. Invoice Schedule: Billing will be based on a percentage of service completed at the end of each month.
13. Terms: Net Thirty (30) days from invoice date. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.
14. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
15. This document sets forth all of the terms and conditions agreed by the parties hereto, and supersedes all prior oral or written agreements, representations or warranties not otherwise expressly set forth herein. This agreement may only be amended or modified by a written document executed by all parties.

CLIENT INITIALS: _____

This agreement is accepted on the later date written below:

JADE CONSULTING, LLC

CITY OF DAPHNE

SIGNED: 

SIGNED: _____

TYPED NAME: Perry C. Jinright, III, P.E.

TYPED NAME: _____

TITLE: Member

TITLE: _____

DATE: 04/07/2026

DATE: _____

CLIENT INITIALS: _____

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2026-09**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE AND EXCHANGE OF
CERTAIN REAL PROPERTY BETWEEN THE CITY OF DAPHNE AND FRED
LAWRENCE PENRY, AS TRUSTEE OF THE FRED LAWRENCE PENRY
REVOCABLE TRUST DATED MARCH 12, 2024**

WHEREAS, the City of Daphne, Alabama (the “City”), is the owner of certain real property located in Baldwin County, Alabama, as more particularly described herein; and

WHEREAS, Fred Lawrence Penry, as Trustee of the Fred Lawrence Penry Revocable Trust dated March 12, 2024 (the “Trust”), is the owner of certain real property located in Baldwin County, Alabama, as more particularly described herein; and

WHEREAS, pursuant to Ordinance No. 1979-3 adopted on July 2, 1979, the City and Fred L. Penry and Carlene Penry previously entered into an exchange of real property to facilitate the expansion of a municipal fire station; and

WHEREAS, such prior exchange was evidenced by (i) that certain Warranty Deed from the City of Daphne to Fred L. Penry and Carlene Penry recorded in Deed Book 57, Page 1649, and (ii) that certain Warranty Deed from Fred L. Penry and Carlene Penry to the City of Daphne recorded in Deed Book 58, Pages 1479–1480, in the records of the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, the City is in the process of relocating the public safety facility previously located on the property conveyed to it in 1979 and intends to convert such area to a public park; and

WHEREAS, the City Council has determined that the property proposed to be conveyed by the City is no longer needed for public or municipal purposes; and

WHEREAS, the City and the Trust desire to exchange the same respective parcels of property conveyed in 1979, effectively reversing the prior exchange; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve such exchange of property;

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

SECTION 1. AUTHORIZATION OF CONVEYANCE BY THE CITY. The Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, a deed conveying to Fred Lawrence Penry, as Trustee of the Fred Lawrence Penry Revocable Trust dated March 12, 2024, the following described real property located in Baldwin County, Alabama:

From the Southwest Corner of Lot 26 of Block 2 of the Dryer Subdivision as recorded in Map Book 1, page 98, of the Baldwin County, Alabama Probate Records; run thence N 00° 05’ 11” E, along the West line of Lot 26 of said Dryer Subdivision, 115.14 feet to an iron pipe for the Point of Beginning; thence continue N 00° 05’ 11” E, 10 feet to an iron pipe; thence run S 89° 48’ 54” E, 75

feet to an iron pipe; thence run S 00° 05' 11" W, 10 feet to an iron pipe, thence run N 89° 48' 54" W, 75 feet to the Point of Beginning, containing 750 square feet and being situated in Section 19, Township 5 South, Range 2 East.

SECTION 2. AUTHORIZATION OF ACCEPTANCE OF CONVEYANCE. The Mayor is hereby authorized and directed to accept, on behalf of the City, a deed from Fred Lawrence Penry, as Trustee of the Fred Lawrence Penry Revocable Trust dated March 12, 2024, conveying to the City the following described real property located in Baldwin County, Alabama:

From the Southwest Corner of Lot 26 of Block 2 of the Dryer Subdivision as recorded in Map Book 1, Page 98, of the Baldwin County, Alabama Probate Records; thence run South 89 degrees 55 minutes 12 seconds East, 75 feet to an iron pipe where the North right-of-way of Church Street intersects the West right-of-way of Sixth Street for the Point of Beginning; thence run North 19 degrees 36 minutes 56 seconds East, along the West right-of-way of Sixth Street, 37.11 feet to an iron pipe; thence run North 00 degrees 00 minutes 04 seconds West, along said right-of-way, 80 feet to an iron pipe; thence run North 89 degrees 48 minutes 54 seconds West, 12.28 feet to an iron pipe; thence run South 00 degrees 05 minutes 11 seconds West, 115 feet to the Point of Beginning, containing 1204 square feet and being situated in Section 19, Township 5 South, Range 2 East.

SECTION 3. EXCHANGE OF PROPERTY. The conveyances described in Sections 1 and 2 are part of a single, contemporaneous exchange of real property between the City and the Trust, and the Mayor is authorized to take such actions and execute such documents as may be necessary to effectuate the intent of this Ordinance.

SECTION 4. PUBLIC PURPOSE. The City Council hereby finds and determines that the property conveyed by the City pursuant to this Ordinance is not needed for public or municipal purposes and that the exchange authorized herein is in the best interest of the City and serves a valid public purpose.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this the 20th day of April, 2026.

Robin LeJeune, Mayor

ATTEST:

Cindy Beaudreau, City Clerk

**STATE OF ALABAMA
COUNTY OF BALDWIN**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CITY OF DAPHNE, an Alabama municipal corporation (“Grantor”), for and in consideration of the sum of TEN AND NO/100 (\$10.00) and other good and valuable consideration to said Grantor in hand paid by FRED LAWRENCE PENRY, as Trustee of the FRED LAWRENCE PENRY REVOCABLE TRUST DATED MARCH 12, 2024 (“Grantee”), the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to all matters of record affecting the Property, grant, bargain, sell and convey unto Grantee, that certain real property situated, lying and being in the County of Baldwin, State of Alabama, as is more particularly described to-wit (the “Property”):

From the Southwest Corner of Lot 26 of Block 2 of the Dryer Subdivision as recorded in Map Book 1, page 98, of the Baldwin County, Alabama Probate Records; run thence N 00° 05’ 11” E, along the West line of Lot 26 of said Dryer Subdivision, 115.14 feet to an iron pipe for the Point of Beginning; thence continue N 00° 05’ 11” E, 10 feet to an iron pipe; thence run S 89° 48’ 54” E, 75 feet to an iron pipe; thence run S 00° 05’ 11” W, 10 feet to an iron pipe, thence run N 89° 48’ 54” W, 75 feet to the Point of Beginning, containing 750 square feet and being situated in Section 19, Township 5 South, Range 2 East.

TOGETHER with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD unto Grantee, and to its successors and assigns forever.

And except as for taxes hereinafter falling due, the Grantor, and for itself, and its successors and assigns covenants with the said Grantee, its successors and assigns, that it is seized in fee simple of said premises; that the same is free of all encumbrances and that it has a good right to

sell and convey the same as aforesaid, and that it, its successors and assigns, shall forever warrant and defend the same unto the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

This conveyance is made as part of an exchange of real property between Grantor and Grantee intended to reverse a prior exchange of property between the City of Daphne and Fred L. Penry and Carlene Penry pursuant to Ordinance No. 1979-3 adopted July 2, 1979, and as evidenced by that certain Warranty Deed from the City of Daphne to Fred L. Penry and Carlene Penry recorded in Real Property Book 57, Page 1649, and that certain Warranty Deed from Fred L. Penry and Carlene Penry to the City of Daphne recorded in Real Property Book 58, Page 1479, in the records of the Office of the Judge of Probate of Baldwin County, Alabama.

This conveyance is authorized pursuant to an ordinance duly adopted by the City Council of the City of Daphne, Alabama.

This conveyance is delivered contemporaneously with a corresponding conveyance from Grantee to Grantor and is part of a single integrated transaction.

The following information is given in lieu of an RT-1:

PROPERTY ADDRESS: Portion of PIN 9740 Vacant land off of Sixth St. Daphne, AL 36526	GRANTEE'S ADDRESS: 607 Church Avenue Daphne, AL 36526	GRANTORS' ADDRESS: City of Daphne Office of City Clerk Post Office Box 400 Daphne, AL 36526
Tax-Assessed Value: \$5,479		

(Signatures on following page)

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the _____ day of _____, 2026.

**THE CITY OF DAPHNE, ALABAMA
an Alabama municipal corporation**

By: _____
Robin LeJeune, its Mayor

Attest: _____

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that on this day, before me personally appeared **Robin LeJeune**, as Mayor of the City of Daphne, an Alabama municipal corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed and delivered the same voluntarily and on behalf of said municipal corporation on the day the same bears date.

Given under my hand and official seal on this the ____ day of _____, 2026.

NOTARY PUBLIC
My Commission Expires: _____

This conveyance was prepared without the benefit of a title examination.

THIS INSTRUMENT PREPARED BY:

Adams and Reese LLP
11 North Water Street
Ste. 23200
Mobile, AL 36602

**STATE OF ALABAMA
COUNTY OF BALDWIN**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, FRED LAWRENCE PENRY, as Trustee of the FRED LAWRENCE PENRY REVOCABLE TRUST DATED MARCH 12, 2024 (“Grantor”), and being duly authorized to convey the Property pursuant to the terms of said trust, for and in consideration of the sum of TEN AND NO/100 (\$10.00) and other good and valuable consideration to said Grantor in hand paid by THE CITY OF DAPHNE, an Alabama municipal corporation, (“Grantee”), the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to all matters of record affecting the Property, grant, bargain, sell and convey unto Grantee, that certain real property situated, lying and being in the County of Baldwin, State of Alabama, as is more particularly described to-wit (the “Property”):

From the Southwest Corner of Lot 26 of Block 2 of the Dryer Subdivision as recorded in Map Book 1, Page 98, of the Baldwin County, Alabama Probate Records; thence run South 89 degrees 55 minutes 12 seconds East, 75 feet to an iron pipe where the North right-of-way of Church Street intersects the West right-of-way of Sixth Street for the Point of Beginning; thence run North 19 degrees 36 minutes 56 seconds East, along the West right-of-way of Sixth Street, 37.11 feet to an iron pipe; thence run North 00 degrees 00 minutes 04 seconds West, along said right-of-way, 80 feet to an iron pipe; thence run North 89 degrees 48 minutes 54 seconds West, 12.28 feet to an iron pipe; thence run South 00 degrees 05 minutes 11 seconds West, 115 feet to the Point of Beginning, containing 1204 square feet and being situated in Section 19, Township 5 South, Range 2 East.

TOGETHER with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD unto Grantee, and to its successors and assigns forever.

And except as for taxes hereinafter falling due, the Grantor, and for itself, and its successors and assigns covenants with the said Grantee, its successors and assigns, that it is seized in fee simple of said premises; that the same is free of all encumbrances and that it has a good right to sell and convey the same as aforesaid, and that it, its successors and assigns, shall forever warrant and defend the same unto the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

This conveyance is made as part of an exchange of real property between Grantor and Grantee intended to reverse a prior exchange of property between the City of Daphne and Fred L. Penry and Carlene Penry pursuant to Ordinance No. 1979-3 adopted July 2, 1979, and as evidenced by that certain Warranty Deed from the City of Daphne to Fred L. Penry and Carlene Penry recorded in Real Property Book 57, Page 1649, and that certain Warranty Deed from Fred L. Penry and Carlene Penry to the City of Daphne recorded in Real Property Book 58, Page 1479, in the records of the Office of the Judge of Probate of Baldwin County, Alabama.

This conveyance is authorized pursuant to an ordinance duly adopted by the City Council of the City of Daphne, Alabama.

This conveyance is delivered contemporaneously with a corresponding conveyance from Grantee to Grantor and is part of a single integrated transaction.

The following information is given in lieu of an RT-1:

PROPERTY ADDRESS: A portion of PIN 33386 Vacant land off of 607 Church Ave. Daphne, AL 36526	GRANTEE'S ADDRESS: City of Daphne Office of City Clerk Post Office Box 400 Daphne, AL 36526	GRANTORS' ADDRESS: 607 Church Avenue Daphne, AL 36526
Tax-Assessed Value: \$19,253		

(Signatures on following page)

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the _____ day of _____, 2026.

FRED LAWRENCE PENRY REVOCABLE TRUST DATED MARCH 12, 2024

By: _____
Fred Lawrence Penry, its Trustee

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that on this day, before me personally appeared **Fred Lawrence Penry**, as Trustee of the Fred Lawrence Penry Revocable Trust dated March 12, 2024, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed and delivered the same voluntarily and on behalf of said trust on the day the same bears date.

Given under my hand and official seal on this the ____ day of _____, 2026.

NOTARY PUBLIC
My Commission Expires: _____

This conveyance was prepared without the benefit of a title examination.

THIS INSTRUMENT PREPARED BY:

Adams and Reese LLP
11 North Water Street
Ste. 23200
Mobile, AL 36602

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**CITY OF DAPHNE, ALABAMA
ORDINANCE 2026-10**

**AN ORDINANCE AMENDING THE
DAPHNE JUNIOR CITY COUNCIL ORDINANCE**

WHEREAS, the City Council has reviewed the eligibility requirements for membership on the Junior City Council and has determined that limiting participation to students in the 11th and 12th grades will better serve the purposes of the program.

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

SECTION 1. AMENDMENT TO SECTION 2-91: CREATION OF DAPHNE JUNIOR CITY COUNCIL

Section 2-91 of the City of Daphne Code of Ordinances (adopted as Section I of Ordinance 2021-50) is hereby amended to read as follows:

Sec. 2-91. – Creation of junior city council.

There is hereby created a board to be known as the Daphne Junior City Council, which shall consist of nine (9) members from Daphne area high schools. Eight (8) members will be city residents who are actively enrolled in public, private or home schooling in grades eleven (11) or twelve (12.) The members shall be appointed by the Daphne City Council and each member will serve a term of one (1) academic year (August through May). One (1) member, who may live outside city limits and attend Daphne schools, shall be appointed by the mayor.

SECTION 2. EFFECTIVE DATE

This Ordinance shall become effective immediately and be in full force after final passage and publication as required by law.

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
ORDINANCE 2026-11**

AN ORDINANCE TO AMEND SECTIONS 6.5, 9.9, 9.10, 9.12 & 9.14
OF THE CITY'S EMPLOYEE HANDBOOK

WHEREAS, the City Council of the City of Daphne, after due consideration, believes it appropriate to amend Sections 6.5, 9.9, 9.10, 9.12, and 9.14 of the City's Employee Handbook;

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

SECTION I:

The City amends Section 6.5 (Incapacity) of the Employee Handbook, with the specific revisions set forth in Exhibit A to this Ordinance.

The City amends Section 9.9 (Paid Vacation) of the Employee Handbook, with the specific revisions set forth in Exhibit B to this Ordinance.

The City amends Section 9.10 (Paid Sick Leave) of the Employee Handbook, with the specific revisions set forth in Exhibit C to this Ordinance.

The City amends Section 9.12 (Leave Without Pay) of the Employee Handbook, with the specific revisions set forth in Exhibit D to this Ordinance.

The City amends Section 9.14 (Family And Medical Leaves Of Absence) of the Employee Handbook, with the specific revisions set forth in Exhibit E to this Ordinance.

SECTION II: REPEALER

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

SECTION III: SEVERABILITY

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

SECTION IV: EFFECTIVE DATE

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ DAY OF _____, 2026.

Robin LeJeune, Mayor

ATTEST:

Cindy Beaudreau, City Clerk

EXHIBIT A

AMENDMENT OF SECTION 6.5

As Revised:

6.5. INCAPACITY

The City may administratively separate an employee who cannot substantially perform the essential functions of the job because of a substantially limiting physical or mental impairment even with a reasonable accommodation. The City expects employees to follow the procedures of Section 1.4 *Accommodation of Religion and Medical Conditions* to determine whether there is a reasonable accommodation that does not pose an undue hardship to the City or pose a threat to the health or safety of the individual, co-workers, or others in the workplace. An employee who is eligible for retirement will be entitled to retire and receive retirement benefits in accordance with the City's retirement program in lieu of administrative separation.

EXHIBIT B

AMENDMENT OF SECTION 9.9

As Revised:

Eligibility. Unclassified and classified employees are eligible to earn and use vacation pay subject to the provisions of this Section 9.9 as well as Sections 9.12, 9.13, and 9.14. Part-time and temporary employees will not earn or be granted vacation pay.

Use of Vacation Pay. The use of vacation pay will be approved at the discretion of an employee's Department Head, or the Department Head's designated representative. Normally, vacation pay will be approved in advance of each absence, except in unusual circumstances. Failure to comply with this requirement may result in an absence being treated as an unauthorized absence. The employee will be placed in a leave without pay status, and disciplinary action will be taken. All requests for vacation pay will be made as far in advance as possible of the time the employee desires the leave. Before the start of each leave year all eligible employees will be afforded an opportunity by their Department Head to schedule their projected leave days for the coming year. The order of selection will be based on each employee's continuous years of eligible service with the City and will be made in accordance with guidelines to be established by the Department Head. Subsequent requests for vacation pay after this period will be approved on a first come/first serve basis and the needs of the City. Vacation pay may be taken in one (1) hour increments, as approved by the employee's Department Head. If an employee is absent for reasons that otherwise qualify for using paid sick leave, but the employee has exhausted paid sick leave, the City usually will charge the employee's available unused paid vacation balance for the absence. To pay insurance premiums for which the employee is responsible, if an employee is absent from work due to an occupational injury or illness and receiving workers' compensation benefits, the City usually will charge the employee's paid vacation balance (if the employee's paid sick leave is exhausted) up to 10% of the employee's regularly-scheduled hours per applicable pay period.

EXHIBIT C

AMENDMENT OF SECTION 9.10

As Revised:

Requirements for Extended Use. For a period of absence in excess of two (2) consecutive working days, or anytime at the request of the employee's Department Head, the Human Resources Director, or the Mayor, an employee may be required to submit a medical report signed by a licensed doctor. The medical report should state that the employee has been incapacitated for work for the period of absence and when it is anticipated the employee will again be able to return to work and perform job duties. The City has discretion to require an employee returning to work after a sickness or injury to undergo a medical examination to ensure the ability to return to work. Such examination, when required will be conducted by a medical authority designated by the Human Resources Director. If an employee is absent for reasons that otherwise qualify for using paid sick leave, but the employee has exhausted paid sick leave, the City usually will charge the employee's available unused paid vacation balance for the absence. To pay insurance premiums for which the employee is responsible, if an employee is absent from work due to an occupational injury or illness and receiving workers' compensation benefits, the City usually will charge the employee's paid sick leave balance up to 10% of the employee's regularly scheduled hours per pay period. As more fully provided in any short-term disability insurance plan provided by the City, employees must use available paid sick leave (and available paid vacation if paid sick leave is exhausted) during the elimination period before short-term disability insurance benefits commence.

Paid Sick Leave Donation. Paid sick leave may not be donated to an employee who is in an employment category that does not otherwise accrue paid sick leave. If an employee has short-term disability insurance coverage, the employee is eligible for receiving donations of paid sick leave only during the elimination period. Once the elimination period ends and the employee is receiving disability benefits, the employee is no longer eligible for sick leave donation unless or until the disability benefits are exhausted.

EXHIBIT D

AMENDMENT OF SECTION 9.12

As Revised:

9.12. LEAVE WITHOUT PAY

Eligibility. Unclassified and classified employees may be eligible for unpaid leave in certain situations as described below. In general, the employee must have exhausted paid vacation pay and/or paid sick leave before being considered for unpaid leave.

Requirements for Approval. All leaves without pay must be approved by the Mayor. The following guidelines apply to the approval of any leave without pay: (i) the leave must be for a justifiable reason; (ii) the leave will not cause an undue hardship on the City; (iii) the employee understands the City may require the employee to return to work before the leave expires; and (iv) the employee understands that failure to report for duty promptly when requested or at the end of approved leave will be considered a voluntary quit.

Non-FMLA Medical Leave. Leave may be available when an employee is unable to work due to the employee's own health condition but is not eligible for a Medical Leave under Section 9.14 (*Family and Medical Leaves of Absence (FMLA) Policy*), or the medical reason for the absence does not qualify for FMLA leave, or the employee has exhausted the amount of available FMLA Medical Leave and has requested or needs additional medical leave. The purpose of non-FMLA medical leave under this policy must be to allow the employee a reasonable amount of time off to enable the employee to resume essential job functions in the near future. Medical leave must not create an undue hardship for the City and must be reasonable under the circumstances. The City cannot and does not offer indefinite medical leaves or allow indefinite extensions of medical leave. Employees may be administratively separated if unable to return from reasonable period of medical leave.

Personal Unpaid Leave. Within the Mayor's discretion, the City may grant an unpaid leave of absence to an employee for personal reasons unrelated to the employee's own medical or health conditions. Personal leave will be limited to 30 days or less.

Benefits While in Leave Without Pay Status. An employee who is granted leave without pay will be placed in a non-pay status. The City does not pay any holidays to employees on unpaid leave of absence. No authorized paid benefits (such as vacation and sick leaves, insurance premiums) will be provided to an employee for any pay period in which the employee is in a leave without pay status for more than ten (10) working days during a month. An employee who is in a leave without pay status for more than ten (10) working days during the month will be required to reimburse the City for any benefit costs paid by the City on the employee's behalf for such period. Any unused vacation and/or sick leave days an employee has accrued at the time of placement in a general leave without pay status will be made available upon return to work. If the employee does not return to work, these days will be forfeited. An employee in a leave without pay status will accrue credit toward longevity and across-the-board pay increases. If any non-FMLA leave granted lasts longer than one month, the employee's eligibility for health insurance will lapse. The employee may elect continuation coverage to maintain health insurance.

No Outside Employment During Leave. Unless previously authorized in writing, employees may not engage in employment with another employer and may not actively engage in self-employment

while on an unpaid leave of absence. If the employee does so, the City will consider the employee to have voluntarily quit.

Conversion to Other Leave. If an employee is on unpaid leave of absence, and an event occurs (e.g., another injury or illness or a call to military duty involving the employee or a family member) that could qualify the employee to take another type of leave, the employee must contact the Human Resources Department, provide details about the circumstances, and follow requirements of the other applicable leave of absence policies.

Return-to-Work Certification. If an employee is on unpaid leave due to the employee's own medical or health conditions, including any occupational or non-occupational illness, injury, or other physical or mental impairment, including pregnancy or childbirth complications or other related medical conditions, before the City will allow the employee to return to work, the employee must present a statement from the employee's healthcare provider(s) stating whether the employee is able to return to work and describing restrictions (if any) on the employee's ability to perform essential job duties on return. Failure to provide the return-to-work certification may result in delay of the employee's return to work until the certification is provided, or possible disciplinary action.

Position After Unpaid Leave. The City does not guarantee reinstatement when a worker returns from unpaid leave. Even if a job is available at the end of a leave of absence, the job may not be the same job or have the same pay and benefits as the job the worker previously held.

EXHIBIT E

AMENDMENT OF SECTION 9.14

As Revised:

D. PAY AND BENEFITS

Use of Available Paid Leave. Unless the employee's absence is related to an on-the-job injury covered by workers compensation insurance for which the employee receives workers' compensation benefit payments, during a FMLA leave covered by this policy, an employee must first use available unused paid sick leave and then use vacation leave, in that order. After the employee exhausts all available paid leave, the remainder of the leave, if any, will be unpaid. The maximum periods of leave available under this policy may not be extended by adding any paid leave to the FMLA leave period.