



**CITY OF DAPHNE  
1705 MAIN STREET, DAPHNE, AL  
CITY COUNCIL BUSINESS MEETING AGENDA  
MONDAY, JUNE 1, 2026 at 6:00 PM  
AMENDED**

**1. CALL TO ORDER**

**A. ROLL CALL**

**B. INVOCATION** Dr. Barry Carpenter, Resurrection Church

**C. PLEDGE OF ALLEGIANCE**

**2. RECOGNITION and PUBLIC HEARING**

**A. RECOGNITION** for the Fire Station 2 Fire Hydrant Decorating Crew

**B. PUBLIC HEARING:** Official City of Daphne Zoning Map Update

**3. APPROVE MINUTES**

**A.** May 18, 2026, regular meeting

**4. REPORTS OF STANDING COMMITTEES**

**A. FINANCE COMMITTEE** - Conaway

Review the minutes from the May 18th meeting.

Treasurer's Report for April 2026: Unrestricted Fund Balance - \$33,262,956

Total Cash Balance - \$57,528,042

Sales Tax for March 2026: \$2,597,524.66; Lodging tax for March 2026: \$196,651.42

Debt Summary - April 2026: Warrants - \$26,292,087

Capital Leases: General Fund - \$590,746; Enterprise Fund - \$1,001,938

- i. **MOTION** to authorize the Mayor to enter into an agreement with Daupler for the Response Management System AI Agent 24/7

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

**C. PUBLIC SAFETY COMMITTEE** - Green

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

- i. Review the minutes from the May 4, 2026, meeting

**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** - Olen
- D. **INDUSTRIAL DEVELOPMENT BOARD** - Coleman
- 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 140 - Special Events Retail to Mancis Antique LLC located at 704 Belrose Avenue and authorize the Mayor to execute a Special Events Right of Way Use Agreement.
  - B. **MOTION** to approve the SEEDS Crawfish for the Classroom on April 3, 2027 from 4:00 - 7:00pm on the front lawn of City Hall located at 1705 Main Street, Daphne, Alabama.
  - C. **MOTION** to approve the 160 - Special Retail - More than 30 days to American Multi Cinema Inc dba Jubilee Square 12 located at 6898 US Highway 90, Daphne, Alabama.
- 11. **RESOLUTIONS**
  - A. **2026 - 36** - 2026-J-Fourth of July Fireworks Presentation
  - B. **2026 - 37** - Appropriation - Consulting Services for Bayfront Amphitheatre - DM Presents, LLC in the amount of \$30,000 from the General Fund
  - C. **2026 - 38** - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property - PD Evidence Locker to Robertsdale Police Department

- D. 2026 - 39 - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property - 2015 Chevy Tahoe to Creola Police Department**
- E. 2026 - 40 - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property - 5 Chevy Tahoes**

**12. 2nd READ ORDINANCES**

- A. 2026-12 - Ordinance to Amend the Text of the East Fish River PUD Narrative for Property Located Five Hundred Feet Northeast of the Intersection of County Road 64 and Dixon Lane**
- B. 2026-13 - Ordinance to Amend The Italian Village of Daphne PUD Narrative for Property Located Northwest of the Intersection of County Road 64 and Alabama Highway 181**
- C. 2026-14 - Ordinance to Pre-Zone Property Located Northwest of County Road 64 and Alabama Highway 181**
- D. 2026-15 - Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne**
- E. 2026-16 - Ordinance Amending Chapter 15 of the Code of Ordinances of the City of Daphne Relating to Daphne City Park Rules and Regulations**

**13. 1st READ ORDINANCES**

- A. 2026-17 - Zoning District Map - Revisions to the City of Daphne Land Use and Development Ordinance**
- B. 2026-18 - 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 I, LLC; Joseph A. Allegri Jr Properties II, LLC; Jerry and Louise Volovecky Sr. Family Limited Partnership**
- C. 2026-19 - Ordinance Amending the City of Daphne's Garbage Collection Ordinance No. 2017-59, as Codified in Chapter 12, Article III, Daphne Code of Ordinances**

**14. COUNCIL COMMENTS**

**15. ADJOURN**

**COMMUNITY DEVELOPMENT  
INTERNAL MEMORANDUM**



DATE: April 24, 2026  
TO: Office of the City Clerk  
FROM: Adrienne Jones, AICP, Director of Community Development  
SUBJECT: Official City of Daphne Zoning Map Update

A handwritten signature in blue ink, appearing to be "AJ", located to the right of the "FROM:" line.

At the April 23, 2026 regular meeting of the City of Daphne Planning Commission, seven members were present. The motion carried unanimously to set forth a favorable recommendation to approve the Official City of Daphne Zoning Map (amendments were approved between November 1, 2025 and April 30, 2026).

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

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

Thank you,  
ADJ/jv

Attachment(s)

cc: file

**Background**

This map update includes amendments which have resulted from annexation, pre-zoning and rezoning that were approved by the City Council and/or Legislative Act between the months of November 2025 and April 2026.

**Staff Recommendation:**

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

**Planning Commission Recommendation:**

On April 23, 2026, the Planning Commission unanimously voted to set forth a favorable recommendation to Council to amend the Official Zoning Map.

| Annexation by Council Action                                                                       | Council Approval Date                  | Council Action Ordinance # |                             | Property Size (Acres) |
|----------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------|-----------------------------|-----------------------|
| Joseph A. Allegri Jr Properties II, LLC, Jerry and Louise Volovecky Sr. Family Limited Partnership | 4/6/26                                 | 2026-08                    |                             | 27.39                 |
|                                                                                                    |                                        |                            |                             | Sum=27.39             |
| Annexation by Legislative Act                                                                      | House of Representatives Approval Date | Senate Approval Date       | Gubernatorial Approval Date | Property Size (Acres) |
| ACT #2026-102                                                                                      | 1/21/26                                | 2/12/26                    | 2/24/26                     | 144.75                |
|                                                                                                    |                                        |                            |                             | Sum=144.75            |
| Prezoning                                                                                          | Council Approval Date                  | Ordinance #                | Zoning Classification       | Property Size (Acres) |
| Louisa Marco Toler Revocable Trust                                                                 | 4/6/26                                 | 2026-06                    | R-6(G)                      | 39                    |
| Louisa Marco Toler Revocable Trust                                                                 | 4/6/26                                 | 2026-06                    | B-2(a)                      | 105                   |
| Joseph A. Allegri Jr Properties II, LLC, Jerry and Louise Volovecky Sr. Family Limited Partnership | 4/6/26                                 | 2026-07                    | PUD                         | 27.39                 |
|                                                                                                    |                                        |                            |                             | Sum=171.39            |





**May 18, 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, Oliver Roberts, Stephanie Messinger, Benjamin Hughes and Jennifer Green

**COUNCIL MEMBERS ABSENT:** Joel Coleman

**Also Present:** Patrick Dungan, City Attorney; Mayor LeJeune; Chief Gulsby, Police; Chief Tacon, Fire; Troy Strunk, City Development; Andy Bobe, City Engineer; Charlie McDavid, Recreation; Bobby Purvis, Public Works; Kelli Reid, Finance; Emmie Powell, Library; Adrienne Jones, Planning; Vickie Hinman, Human Resources; Schuyler Smith, Junior Councilmember; Cindy Beaudreau, City Clerk and Jessica Linne, Assistant City Clerk.

**INVOCATION/PLEDGE OF ALLEGIANCE:**

Invocation was given by Pastor Wesley Jenkins, Destiny Church.

**2. PROCLAMATIONS/RECOGNITIONS/PUBLIC HEARING:**

**PROCLAMATION:** Mayor LeJeune presented the National Safe Boating Week Proclamation.

**PRESENTATION:** Mayor LeJeune and Council President Hughes recognized Dr. Barry Booth and presented him a key to the City for his lifetime of service and contributions to the City of Daphne.

**PUBLIC HEARING:** Adrienne Jones presented on the East Fish River PUD Narrative Modification.

Public hearing opened at 6:28pm.

Austin Lewis, Engineering Design Group, explained the PUD narrative changes.

Councilman Hughes asked about environmental impact and Councilwoman Green asked if other neighborhoods were doing what the engineers were suggesting.

Susan Bracken, 2351 High Plains Drive, Loxley, said things haven't been provided as promised for this narrative and expressed concerns about unknowns within the subdivision.

Judy Naef, 12480 Daya Lane, said she is concerned that the PUD narrative hasn't made any changes to what was proposed previously and requested the Council deny the proposed narrative changes.

Citizen from Daya Lane said she feels concerns aren't being heard or respected. She is concerned about the environment, infrastructure and the accountability from the City.

Andy Bobe, City Engineer, shared how the City handles environmental impact and protection when there is proposed new development.

Public hearing closed at 6:46pm.

**PUBLIC HEARING:** Adrienne Jones presented on the Italian Village of Daphne PUD Narrative Modification.

Public hearing opened at 6:46pm.

Charlie Trotman, developer, gave an overview of the proposed narrative changes.

No one from the public came forward to speak.

Public hearing closed at 6:53pm.

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**DAPHNE, AL**  
**6:00 P.M.**

**PUBLIC HEARING:** Adrienne Jones presented on the Jerry Volovecky and Louise Volovecky, Sr. Limited Partnership Pre-Zoning Amendment.

Public hearing opened at 6:46pm.

Charlie Trotman, developer, gave an overview of the proposed narrative changes.

No one from the public came forward to speak.

Public hearing closed at 6:53pm.

**PUBLIC HEARING:** Adrienne Jones presented on the Jerry Volovecky and Louise Volovecky, Sr. Family Limited Partnership Annexation Petition.

Public hearing opened at 6:46pm.

Charlie Trotman, developer, gave an overview of the proposed narrative changes.

No one from the public came forward to speak.

Public hearing closed at 6:53pm.

**3. APPROVE THE MINUTES:**

The minutes from the April 20, 2026 Regular Meeting were approved.

**4. REPORT OF STANDING COMMITTEES:**

**A. FINANCE COMMITTEE**

Councilwoman Conaway said the Committee met earlier and the report will be given at the next Council meeting.

**B. BUILDINGS & PROPERTY COMMITTEE**

Councilwoman Messinger said the April new Construction and Building Report is in the packet and out of that there were 20 certificates of occupancy, 159 permits issued, 8 new residential home permits, totaling \$51,613.31. She said the minutes from the April meeting are in the packet and the next meeting is June 8<sup>th</sup> at 5:15pm.

**C. PUBLIC SAFETY COMMITTEE**

Councilwoman Green said the next meeting is June 8<sup>th</sup> at 4:30pm and the minutes from the April 13<sup>th</sup> meeting are in the packet.

**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE**

Councilman Roberts said the next meeting is June 1<sup>st</sup> at 4:30pm.

**E. PUBLIC WORKS COMMITTEE**

Councilman Coleman was absent.

|                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>MOTION by Councilwoman Messinger to authorize the Mayor to enter into an agreement with PCDA Architecture in the amount of \$900,000 for architectural services related to the additions and alterations for the Daphne Recreation and Senior Center. No second was needed.</b></p> <p><b>MOTION CARRIED UNANIMOUSLY.</b></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**A. Board of Zoning Adjustments**

Mrs. Jones said there is an open position on the BZA.



May 18, 2026  
CITY COUNCIL MEETING  
REGULAR BUSINESS MEETING  
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**B. Daphne Public School Commission**

Councilwoman Messinger said the next meeting is August 24<sup>th</sup> at 5:30pm in the Jubilee Conference Room and the minutes from the April 2026 meeting are in the packet.

**C. Downtown Redevelopment Authority**

**MOTION by Councilman Olen to reappoint Monica Kurth to the Downtown Redevelopment Authority for a six-year term (May 2026 – May 2032). Seconded by Councilwoman Messinger.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Olen to reappoint Dayna Oldham to the Downtown Redevelopment Authority for a six-year term (May 2026 – May 2032). Seconded by Councilwoman Messinger.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Olen to appoint Courtney Miller to the Downtown Redevelopment Authority Meeting for a six-year term (May 2026 – May 2032). Seconded by Councilwoman Messinger.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Olen to appoint Leah Conaway-Washington to the Downtown Redevelopment Authority Meeting for a six-year term (May 2026 – May 2032). Seconded by Councilwoman Messinger. Councilwoman Conaway abstained.**

**MOTION CARRIED UNANIMOUSLY.**

Councilman Olen said the next meeting is May 21<sup>st</sup> at 5:30pm.

**D. Industrial Development Board**

Councilman Olen said the next meeting is May 19<sup>th</sup> at 4:30pm.

**E. Library Board**

Councilman Olen said the next meeting is June 11<sup>th</sup> at 4:30pm.

**F. Planning Commission**

Councilman Olen said the next meeting is May 28<sup>th</sup> at 5:00pm.

**G. Recreation Board**

Councilwoman Green said the next meeting is July 15<sup>th</sup> at 6:00pm.

**H. Utility Board**

Councilman Coleman was absent.

**6. PUBLIC PARTICIPATION:**

Public participation opened at 7:01pm.

Victoria Phelps, Worchester Drive, commended the presentation for Dr. Booth and shared about the University of Alabama softball team.

Public participation was closed at 7:02pm.

**May 18, 2026**  
**CITY COUNCIL MEETING**  
**REGULAR BUSINESS MEETING**  
**1705 MAIN STREET**  
**DAPHNE, AL**  
**6:00 P.M.**

**7. MAYOR’S REPORT:**

Mayor LeJeune congratulated all the high school seniors and invited everyone to “Coffee with the Mayor” on June 2<sup>nd</sup> at 9am.

**8. CITY ATTORNEY REPORT:**

City Attorney said there was a matter of executive session for the end of the meeting.

**9. DEPARTMENT HEAD COMMENTS:**

Chief Tacon, Fire, said May 18 – 22 was Emergency Medical Services week.

Ange Baggett, Marketing and Tourism, updated the Council on the Alabama Semi-Quincentennial events coming up.

Bobby Purvis, Public Works, said continued sidewalk repairs are happening on Whispering Pines.

**10. CITY CLERK’S REPORT:**

**MOTION by Councilwoman Messinger to approve the Shadow Baron’s Summer Party on June 20, 2026 from 4:00 – 10:00pm with a road closure of Belrose Avenue from Main Street to the rear of the West parking lot on Belrose Avenue. Seconded by Councilwoman Green.**  
**MOTION CARRIED UNANIMOUSLY.**

**11. RESOLUTIONS:**

- A. 2026 - 30 - Resolution Ratifying and Confirming Ordinance 2026-07 (Rezoning) and Acknowledging Additional Property Owner Consent**
- B. 2026 - 31 - Acquisition of a Permanent Easement; Authorizing the Acquisition by Eminent Domain; and Authorizing the City Attorney and City Engineer to Take All Actions Necessary to Effectuate Such Proceedings**
- C. 2026 - 32 - 2026-G-Lake Forest Drainage Repair at 600 Block Ridgewood Drive**
- D. 2026 - 33 - Appropriation: Lake Forest Drainage Repair at 600 Block Ridgewood Drive in the amount of \$450,847 from the General Fund**
- E. 2026 - 34 - Acceptance of Roads and Rights-of-Way: Hope Vineyard, Phase 2**
- F. 2026 - 35 - Appropriation: Empowered Studio Production Authorization in the amount of \$29,300 from the General Fund**

May 18, 2026  
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**MOTION by Councilwoman Messinger to waive the reading of Resolutions 2026-30, 2026-31, 2026-32, 2026-33, 2026-34 and 2026-35. Seconded by Councilman Olen.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger to adopt Resolution 2026-30. Seconded by Councilwoman Conaway.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger to adopt Resolution 2026-31. Seconded by Councilwoman Conaway.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger to adopt Resolution 2026-32. Seconded by Councilman Roberts.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger to adopt Resolution 2026-33. Seconded by Councilman Roberts.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger to adopt Resolution 2026-34. Seconded by Councilman Roberts.**

**MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger to adopt Resolution 2026-35. Seconded by Councilwoman Green.**

**MOTION CARRIED UNANIMOUSLY.**

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

13. **1<sup>ST</sup> READ ORDINANCES:**

- A. **2026 - 12** - Ordinance to Amend the Text of the East Fish River PUD Narrative for Property Located Five Hundred Feet Northeast of the Intersection of County Road 64 and Dixon Lane
- B. **2026 - 13** - Ordinance to Amend the Italian Village of Daphne PUD Narrative for Property Located Northwest of the Intersection of County Road 64 and Alabama Highway 181
- C. **2026 - 14** - Ordinance to Pre-Zone Property Located Northwest of County Road 64 and Alabama Highway 181
- D. **2026 - 15** - Ordinance to Annex Property Contiguous to the Corporate Limits of the City of Daphne Located Northwest of County Road 64 and Alabama Highway 181
- E. **2026 - 16** - Ordinance Amending Chapter 15 of the Code of Ordinances of the City of Daphne Relating to Daphne City Park Rules and Regulations

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14. **COUNCIL COMMENTS**

Councilman Olen said it was great to see so many honor Dr. Booth.

Councilman Roberts echoed Dr. Booth comments and congratulated all who served on the Junior City Council.

Councilwoman Messinger reminded everyone to vote on Tuesday.

Councilwoman Green congratulated Dr. Booth on being recognized and congratulated the Junior City Council seniors.

Mayor LeJeune said it was a great turnout for Dr. Booth and invited the Council to the Public Works' luncheon on Wednesday.

Councilman Hughes reminded everyone Memorial Day is next week.

15. **EXECUTIVE SESSION**

City Attorney certified that the Council should enter into an Executive Session to discuss the consideration of real property. He said it should take 5-10 minutes and the Council should have no reason to come back out to vote on anything.

**MOTION by Councilwoman Conaway to enter into Executive Session. Seconded by Councilwoman Messinger.**

**City Clerk called roll.**

|                                 |               |
|---------------------------------|---------------|
| <b>Councilwoman Conaway</b>     | <b>Aye</b>    |
| <b>Councilman Olen</b>          | <b>Aye</b>    |
| <b>Councilman Coleman</b>       | <b>Absent</b> |
| <b>Councilman Roberts</b>       | <b>Aye</b>    |
| <b>Councilwoman Messinger</b>   | <b>Aye</b>    |
| <b>Councilwoman Green</b>       | <b>Aye</b>    |
| <b>Council President Hughes</b> | <b>Aye</b>    |

**MOTION CARRIED UNANIMOUSLY.**

16. **ADJOURN:**

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED INTO EXECUTIVE AT 7:16PM.

Respectfully submitted by,

Certification of Presiding Officer,

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

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



**CITY OF DAPHNE**  
**FINANCE COMMITTEE MINUTES**  
**MONDAY, MAY 18, 2026**  
**at 4:30 P.M.**

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

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

**Present were:**

Councilman Mr. Steve Olen

Councilman Mr. Oliver Roberts

Councilman Mrs. Stephanie Messinger

Councilman Mr. Ben Hughes

Councilwoman Mrs. Jennifer Green

**Also Present:** Mayor Robin LeJeune, Finance Director Mrs. Kelli Reid, Accountant III Ms. Suzânn Henson, Revenue Officer Mrs. Connie Champion, Human Resource Director Mrs. Vickie Hinman, Assistant City Clerk Mrs. Jessica Linne, City Clerk Mrs. Cindy Beaudreau, Executive Director of City Development Mr. Troy Strunk, Fire Chief Ms. LeAnn Tacon, Director of Events and Marketing Mrs. Ange Baggett, Public Works Director Mr. Bobby Purvis, Solid Waste Manager Randy Jones, Community Development Director Adrienne Jones, City Engineer Andy Bobe, and City Attorney Mr. Patrick Dungan.

Junior City Council – Schuyler Smith.

**2. PUBLIC PARTICIPATION**

There was no public participation.

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

The previous meeting minutes were approved.

**4. HUMAN RESOURCES BUSINESS**

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

Mrs. Vickie Hinman reviewed the Human Resources Report:

- Current Open Positions – 17

Mrs. Hinman noted there is a new posting as of today for the Planning Coordinator, so it is not on the list. Mrs. Hinman reviewed the monthly Safety Committee meeting topics and discussed other Human Resources projects and events.

**5. BUSINESS LICENSE REPORT**

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

Mrs. Champion reviewed the following reports and information:

- Total Business Licenses issued were 84 new and 103 renewals for a total of 187 in April 2026
- New Businesses with a physical location in Daphne - 13
- Code enforcement issued 16 warnings resulting in businesses becoming compliant and \$16,833.69 in revenue.
- Simplified Sellers Use Tax collections - \$216,397.16 and YTD collections - \$1,653,641.53

**6. SALES & LODGING TAX REPORT**

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

Ms. Henson reviewed the Sales & Use Tax Reports: \$2,597,524.66 was collected for March, 2026 which was up \$160,046.91 from March 2025's collections.

- YTD Variance over Budget - \$1,446,526.53

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

Ms. Henson reviewed the Lodging Tax Collections Report and noted the collections for March, 2026 were \$196,651.42 which is up \$8,552.39 from March 2025's collections.

- YTD Variance over Budget - \$89,982.16
- Recreation balance for related purchases as of April, 2026 - \$884,640.34
- Bayfront balance for related purchases as of April, 2026 - \$1,887,499.58

### C. Monthly Occupancy Fee Tax Collections, March, 2026

Mrs. Reid reviewed the Monthly Occupancy Fee Tax Collections Report: \$55,829 was collected for March, 2026 which was up \$6,653 from March 2025's collections:

- YTD Variance over Budget - \$15,689.50
- Reserved balance for Occupancy Fee as of April, 2026 - \$744,006

## 7. FINANCIAL SCHEDULES & REPORTS

### A. Financial Reports

#### 1. Treasurer's Report: April, 2026

Mrs. Reid reviewed the Treasurer's Report:

| TREASURER'S REPORT<br>As of April 30, 2026 |                                |                      |                                           |                      |                                          |
|--------------------------------------------|--------------------------------|----------------------|-------------------------------------------|----------------------|------------------------------------------|
| Account Type/Title                         | 4/30/2026                      | 3/31/2026            | Increase<br>(Decrease)<br>from last Month | 4/30/2025            | Increase<br>(Decrease) from<br>Last Year |
| <b>GENERAL FUND &amp; ENTERPRISE FUNDS</b> | \$ 19,802,133                  | \$ 19,576,695        | \$ 225,439                                | \$ 22,192,295        | \$ (2,390,162)                           |
| <b>INVESTMENT FUND</b>                     | 13,460,823                     | 13,452,512           | 8,311                                     | 11,129,661           | \$ 2,331,162                             |
| <b>Total Unrestricted Cash Balance</b>     | <b>33,262,956</b>              | <b>33,029,207</b>    | <b>233,750</b>                            | <b>33,321,956</b>    | <b>(59,000)</b>                          |
| <b>SPECIAL REVENUE FUNDS</b>               |                                |                      |                                           |                      |                                          |
| 4 CENT GAS TAX                             | 436,323                        | 431,416              | 4,907                                     | 371,898              | 64,425                                   |
| 7 CENT GAS TAX                             | 417,472                        | 411,336              | 6,136                                     | 390,311              | 27,161                                   |
| 10 CENT GAS TAX                            | 443,226                        | 422,640              | 20,585                                    | 384,889              | 58,337                                   |
| TREE & FLOWER                              | -                              | -                    | -                                         | 4,717                | (4,717)                                  |
| ANIMAL SHELTER FUND                        | 134,570                        | 134,820              | (251)                                     | 146,181              | (11,611)                                 |
| MOBILE INFIRMARY BUILDING                  | 177,589                        | 130,769              | 46,820                                    | 86,472               | 91,117                                   |
| FEDERAL DRUG FORFEITURES                   | 101,627                        | 101,664              | (37)                                      | 271,190              | (169,563)                                |
| LOCAL DRUG FORFEITURES                     | 90,842                         | 90,842               | -                                         | 85,149               | 5,693                                    |
| LIBRARY                                    | 106,653                        | 94,773               | 11,880                                    | 80,479               | 26,174                                   |
| COURT TRAINING & EQUIPMENT                 | 39,810                         | 39,285               | 525                                       | 43,643               | (3,833)                                  |
| COURT/CORRECTION                           | 498,016                        | 500,896              | (2,879)                                   | 528,641              | (30,625)                                 |
| LODGING TAX                                | 3,378,851                      | 3,279,331            | 99,519                                    | 2,605,056            | 773,795                                  |
| <b>AGENCY FUNDS</b>                        |                                |                      |                                           |                      |                                          |
| SELF INSURANCE                             | 183,956                        | 185,722              | (1,766)                                   | 219,681              | (35,725)                                 |
| OPEB TRUST INVESTMENT FUND                 | 2,263,292                      | 2,263,292            | -                                         | 1,887,720            | 375,572                                  |
|                                            | 8,272,226                      | 8,086,786            | 185,440                                   | 7,106,027            | 1,166,199                                |
| <b>CAPITAL PROJECT FUNDS</b>               |                                |                      |                                           |                      |                                          |
| CAPITAL RESERVE                            | 15,593,700                     | 16,307,489           | (713,789)                                 | 7,543,998            | 8,049,702                                |
| 2023 CONSTRUCTION FUND                     | 14,276                         | 17,728               | (3,452)                                   | 4,008,996            | (3,994,720)                              |
|                                            | 15,607,977                     | 16,325,217           | (717,241)                                 | 11,552,994           | 4,054,983                                |
| <b>DEBT SERVICE FUNDS</b>                  |                                |                      |                                           |                      |                                          |
| DEBT SERVICE                               | 384,883                        | 162,062              | 222,821                                   | 304,661              | 80,222                                   |
| <b>Total Restricted Cash Balance</b>       | <b>24,265,086</b>              | <b>24,574,066</b>    | <b>(308,980)</b>                          | <b>18,963,682</b>    | <b>5,301,404</b>                         |
| <b>Total City Cash Balance</b>             | <b>\$ 57,528,042</b>           | <b>\$ 57,603,273</b> | <b>\$ (75,230)</b>                        | <b>\$ 52,285,638</b> | <b>\$ 5,242,404</b>                      |
|                                            | <b>Encumbrance Total as of</b> |                      | <b>4/30/2026</b>                          | <b>\$ 81,820.08</b>  |                                          |

#### 2. Encumbrance Report

- Encumbrance balance - \$81,820.08 as of April, 2026.

Mrs. Reid reviewed the Encumbrance Report and noted the two largest projects on the list are the amphitheater and 2026 Street Resurfacing.

#### 3. Outstanding Appropriations

Mrs. Reid reviewed the Outstanding Appropriations report.



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

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), April, 2026
  - Outstanding Warrant Balance as of April 30, 2026: \$26,292,087
  - Outstanding Capital Lease Balance as of April 30, 2026:
    - General Fund: \$590,746
    - Enterprise Fund: \$1,001,938
- Overtime Report YTD
- Monthly Financial Statements, March 2026
  - General Fund YTD Budgetary Net Income: \$8,454,581 which is \$884,815 more than the prior YTD net income
  - Solid Waste Fund Transfers YTD - \$0
  - Civic Center Fund Transfers YTD - \$166,777

#### **5. Summary of Budgetary Amendments**

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

- Total Appropriations Year to Date – \$730,868
- Adjusted Expenses over Revenue – (\$705,132)

#### **6. Unfunded Future Projects Expenditure Summary**

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary and noted the Olde Towne Upgrades.

#### **B. Bills Paid Reports – April, 2026**

The Bills Paid Report was previously presented electronically.

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

#### **A. 2026-J-Fourth of July Firework Presentation**

Mrs. Reid reviewed the bid and noted the recommendation is to award the bid to the sole bidder Pyro Productions, Inc. Discussion continued the budget for the fireworks presentation is \$34,500.

***MOTION BY Mr. Roberts to recommend to Council to award the 2026--J-Fourth of July Firework Presentation bid to Pyro Productions, Inc. in the amount of \$34,500 as bid. Seconded by Mr. Hughes.***  
***MOTION CARRIED UNANIMOUSLY***

#### **B. Consulting Agreement - DM Presents, LLC - Planning and Implementation of Amphitheatre - \$30,000**

Mayor LeJeune reviewed the need for consulting, planning, and implementation services for the Amphitheater. Mayor LeJeune discussed research being done by Mrs. Ange Baggett on Amphitheater event management. Mayor LeJeune explained during the research of planning and operational requirements for the new amphitheater they found some initial consulting would be advantageous for planning and to help navigate the process for larger events..

***MOTION BY Mrs. Messinger to recommend to Council to adopt a Resolution amending the budget to appropriate \$30,000 for Consulting services with DM Presents, LLC for Planning and Implementation of the Amphitheatre. Seconded by Mrs. Green.***  
***MOTION CARRIED UNANIMOUSLY***

#### **C. EMPOWERED Studio Production Authorization - \$29,300**

Mayor LeJeune discussed the advertisement segment being created by EMPOWERED Studio Production on great places to live and start a business. The contract covers all script writing and production for a 3-5 minute educational segment shown on the major networks such as: Public Television Distribution (PBS), Fox Business Network, CNN, CNBC, CNN Headline, Discovery Channel. The City will also be able to use a 5-6 minute profile segment created on the City's website and other areas for Tourism advertisement.

***MOTION BY Mr. Hughes to recommend to Council to adopt a Resolution amending the budget to appropriate \$29,300 for the advertisements created by EMPOWERED Studio Production. Seconded by Mrs. Green.***  
***MOTION CARRIED UNANIMOUSLY***

## **9. SURPLUS**

### **A. Surplus: Police evidence locker – Request to donate to the City of Robertsdale**

Mrs. Reid reviewed the request from the Daphne Police Department to donate the old evidence locker to Robertsdale Police Department. Mrs. Reid noted Robertsdale plans to donate tasers to Daphne as well.

***MOTION BY Mr. Hughes to recommend to Council to declare certain property surplus and authorize the Mayor to donate the Police evidence locker to the City of Robertsdale. Seconded by Mrs. Messinger.***  
***MOTION CARRIED UNANIMOUSLY***

### **B. Surplus: 2015 Chevy Tahoe Vehicle/Equipment-V#1215 – Request to sell to the City of Creola for \$4,000.**

Mr. Reid reviewed the request to sell the 2015 Chevy Tahoe to the City of Creola for \$4,000.

***MOTION BY Mr. Hughes to recommend to Council to declare certain property surplus and authorize the Mayor to sell the 2015 Chevy Tahoe Vehicle/Equipment-V#1215 to the City of Creola. Seconded by Mrs. Green.***  
***MOTION CARRIED UNANIMOUSLY***

### **C. Surplus: 2014 Chevy Tahoe-V#214, 2014 Chevy Tahoe-V#114, 2013 Chevy Tahoe-V#413, 2013 Chevy Tahoe-V#313, 2012 Chevy Tahoe-V#212**

Mr. Reid reviewed the list of five (5) Chevy Tahoes to surplus and sell on Govdeals.

***MOTION BY Mrs. Green to recommend to Council to declare certain property surplus and authorize the Mayor to dispose of the following surplus property:***

***2014 Chevy Tahoe-V#214***

***2014 Chevy Tahoe-V#114***

***2013 Chevy Tahoe-V#413***

***2013 Chevy Tahoe-V#313***

***2012 Chevy Tahoe-V#212***

***Seconded by Mrs. Messinger. MOTION CARRIED UNANIMOUSLY***

## **10. NEW BUSINESS**

### **A. Response Management System Proposal AI Agent 24/7- Public Works**

Mr. Bobby Purvis reviewed the Response Management System proposal and noted he was familiar with this system. He explained the City would never miss a phone call because the caller can opt in to complete their work ticket electronically. He noted the system can also help locate and flag emergency areas in need of repair and prioritize calls/tickets. Mr. Purvis noted that emergency call notifications can be set to be forwarded by phone to him/City personnel. Discussion continued on the software proposal and that this would be an annual recurring cost of \$25,000. Mrs. Reid noted an appropriation is not needed for FY2026.

***MOTION BY Mr. Hughes to recommend to Council to authorize the Mayor to enter into an agreement with Daupler for the Response Management System Proposal AI Agent 24/7. Seconded by Mr. Roberts.***  
***MOTION CARRIED UNANIMOUSLY***

## **11. OLD BUSINESS**

There was no old business discussed.

## **12. ADJOURN** The meeting adjourned at 5:18 p.m.

# Proposal



## Daphne, AL

### Public Works

Created Date: 05/07/2026

Expiration Date: 05/31/2026



Bobby Purvis  
bpurvis@daphneal.com  
2512101659

8024 CONSER STREET  
OVERLAND PARK, KS 66204  
(913) 999-7903  
WWW.DAUPLER.COM

# Table of Contents

|                         |   |
|-------------------------|---|
| Introduction            | 3 |
| Pricing Overview        | 4 |
| Signature Page          | 5 |
| Implementation Approach | 6 |
| Project Timeline        | 7 |
| Contact Us              | 8 |

# Introduction

At Daupler, we believe in transforming the way communities respond to emergencies and manage their operations. Our platform is purpose-built to streamline incident response, enhance coordination, and empower teams with the tools they need to act quickly and effectively. This proposal outlines how Daupler's solutions can support your organization's unique needs, reduce operational strain, and improve service outcomes for the people you serve. We look forward to partnering with you to build a stronger, more resilient operation.

**Gracie Graham**

**Sales Executive**



[gracie@daupler.com](mailto:gracie@daupler.com)



(913) 999-7903

## Trusted & Proven

**Award-Winning  
Response Management System**



# Pricing Overview

Term Date: 10/01/2026-09/30/2029

## Annual Subscription Fees

| Product                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Price    | Quantity | Total    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|
| <b>Response Management System - AI Agent - 24/7</b><br>Daupler AI Agent: An AI-powered voice agent that naturally handles customer calls about outages or service issues—listening, asking clarifying questions, and capturing full context.<br>Daupler Callout: Call escalation, team/crew formation, problem response form automation, and arrival/departure documentation.<br>Daupler AI: AI/Classifier technology used to instantly triage inputs, escalate issues, and dispatch resources efficiently.<br>Daupler Engage: Web-based portal enables residents to track status of requests, receive real-time updates, and provide additional photos and notes for crew members, helping reduce unnecessary truck rolls.<br>Daupler Analytics: Heat mapping and crew performance tracking.<br>Daupler Events: Detects disruptions of service faster and sends real-time, event-specific updates to residents who subscribe. | \$17,000 | 1        | \$17,000 |
| <b>Dispatch Assist</b><br>Simple interface that allows internal call-takers to efficiently dispatch crews while improving customer service and documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$3,000  | 1        | \$3,000  |
| <b>Daytime Spillover</b><br>Daytime Spillover call taking handles excess calls during daytime hours, ensuring no customer inquiry is missed by providing seamless live agent support that maintains your service quality and responsiveness when call volume spikes. Max: 1,000 minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$5,000  | 1        | \$5,000  |

Annual Recurring Total \$25,000

## Professional Services

| Product                            | Price   | Quantity | Discount | Total |
|------------------------------------|---------|----------|----------|-------|
| <b>One-Time Implementation Fee</b> | \$9,999 | 1        | 100 %    | \$0   |

| Product                                                                                                                                                        | Price   | Quantity | Discount | Total |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------|-------|
| Our implementation team will guide you every step of the way to ensure a smooth, efficient, and successful setup tailored to your goals.                       |         |          |          |       |
| <b>Training &amp; Support (Standard)</b>                                                                                                                       | \$4,999 | 1        | 100 %    | \$0   |
| Includes two (2) training sessions prior to go-live for admin and crew. Also includes <b>Premier 24/7 support</b> from Daupler's utility-trained support team. |         |          |          |       |

One Time Fees \$0

**First Year Total \$25,000**

# Signature Page

## ➔ Billing Details

Billing Address: 1705 Main Street  
Daphne, AL  
36526

Billing Contact Email:

Payment Net: 30 Days

Billing Frequency: Annual

Annual recurring costs are subject to a 7% technology uplift fee.

## ➔ Signature

The undersigned agree to the Terms and Conditions and agree to the execution as of the date signed, the Effective Date:

Daupler, Inc.

Daphne, AL

Name: John Bertrand

Name:

Title: CEO

Title:

Date:

Date:

Signature

Signature



# Implementation Approach

Our implementation process is designed to set your utility up for long-term success. Each implementation is configured specifically to your workflows and business rules. Once you're live, you have full control to update schedules, crew members, escalation trees, internal notification settings, and more. Our team remains available whenever you need us, but you'll never be dependent on us to keep things running.

Daupler recognizes implementation is a critical step in the successful adoption of our software. While we have a turnkey software which can be implemented quickly, we recognize each client may have unique business requirements. We take a client-first approach to understanding needs and configuring or modifying workflows based on each organization's business rules. We do not use a third-party for any software implementation services, and a dedicated Daupler Implementation Specialist works closely with each client to ensure a smooth implementation process.

## Level of Effort Required from Staff

Staff will be asked to attend 3-4 meetings and provide inputs such as incident types and response procedures, on-call schedules, shapefiles of service region, and user lists. We handle all integration and configuration requirements. We can also set up groups and users upon request.



Understanding  
Your Operations

Process Driven

Self Service  
Tools

Continuous  
Improvement

# Project Timeline

We customize each implementation process based on the needs of the enterprise. Exact implementation schedules will depend on the scope of implementation.



## Week 1-2

Kickoff Meeting +  
Data Collection

- Introduction to Implementation and Account Management teams
- Align on timeline, scope, and deliverables



## Week 3-4

Documentation, Configuration  
& Integrations

- Identify gaps, opportunities for efficiencies, and configuration requirements
- Data exchange, API requirements, credentials for integrations



## Month 2

Development

- Establishing customer's page within Daupler
- Configuring to meet the customer's needs and processes



## Month 3

Training and Go-Live

- User & Admin Trainings
- Product Review
- Product Launch
- Go-live

While most implementations follow closely to this timeline, delays can occur through slower data collection from the customer, and delayed timelines by integration partners.

# Contact Us



**[www.daupler.com](http://www.daupler.com)**



**[gracie@daupler.com](mailto:gracie@daupler.com)**



**(913) 999-7903**

## **Standard Terms and Conditions**

Please read these Standard Terms and Conditions (this "Agreement") carefully before using the Daupler web-based Incident Response Management System and its services ("Services") located at [www.daupler.com](http://www.daupler.com) (the "Website"). By accessing or using the Website or the Services, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between Daupler, Inc. ("Daupler"), you the user ("User"), and, if you are using Services on behalf of a company or organization, such company or organization will also be considered a party to this Agreement and "User". You represent that you have the authority to bind your company to this Agreement.

### **1. Services.**

Subject to User's compliance with all of the terms and conditions of this Agreement, Daupler (i) will use commercially reasonable efforts to provide the Services to User and (ii) hereby grants User a non-exclusive, non-transferable, non-sublicensable right and license to access the Services in accordance with any documentation published on the Website. The Services will be delivered using Daupler's proprietary software, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information "Daupler Technology").

Daupler will provide error correction, workarounds and new releases in accordance with its normal practices. User may request support through Daupler's third party call answering service made available on the Website and any other support services provided in the documentation.

Each User will have unique access codes to be used to access the Services. User is responsible for maintaining (including the confidentiality of) the access codes and will be solely liable for all activities that occur under such codes or arising from User's instruction in connection with the disclosure of the codes. User shall immediately notify Daupler of any unauthorized use of any such access codes. **USER AGREES THAT ACCESS CODES MAY NOT BE SHARED AND MAY ONLY BE USED BY ONE AUTHORIZED USER.**

### **2. Payment of Fees.**

User shall pay Daupler the annual fee for the Services published on the Website or within their proposal. Annual fees and any time and materials fees are due within 45 days after receipt of invoice. To the extent applicable and utilized, User will pay Daupler for consulting, integration or other professional services. User shall make all payments in accordance with the terms set forth on the Website and herein. Fees paid hereunder are non-refundable.

Daupler may suspend User's access to the Services if User is more than 10 business days late on a payment. User shall pay a late fee on any amount that is not paid when due that shall be calculated at an interest rate of 1.5% per month on any such outstanding balance, or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection. User will be billed, and payments will be made, in U.S. dollars. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. User shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Daupler's net income.

### **3. Term and Termination.**

This Agreement is effective upon execution of the Agreement and shall continue for a period of one year thereafter. This Agreement will automatically renew for additional one year periods unless either party provides the other party with written notice of its intent not to renew within 90 days of the end of the annual term.

Either party may terminate this Agreement upon 30 days notice if the other party breaches any material term of these Terms and fails to cure such breach within 30 business days after notice of such breach. Material breach by the User includes any breach of User's payment obligations or unauthorized use by User of the Daupler Technology or Services.

Upon termination of this Agreement for any reason, any amounts owed to Daupler under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted will immediately cease to exist, and User must promptly discontinue all use of the Daupler Technology and erase all copies of the Daupler Technology.

### **4. Permitted Uses, Restrictions.**

User is solely responsible for (a) providing and maintaining the hardware and software necessary to access and use the Services and (b) making available such personnel and information as may be reasonably required, and taking such other actions as Daupler may reasonably request to provide the Services.

User shall use the Services in compliance with all applicable laws, statutes, ordinances and regulations. User shall obtain any necessary licenses, certificates, permits, approvals or other authorizations required by all laws, statutes, ordinances and regulations applicable to User's use of the Services.

User shall not use the Services for purposes other than as set forth in the Agreement. In furtherance thereof, User will not (a) resell the Services or any data received in connection therewith or otherwise disclose, disseminate, reproduce or publish any portion of the

Services in any manner or permit the same; (b) use the Services to create derivative products or other derivative works; (c) modify, translate, alter, disassemble, decompile, manipulate or reverse engineer any portion of the Services; (d) except for authorized Users, permit any third party to use the Services; (e) create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on its authorized Users' own intranets or otherwise for its own internal business purposes; (f) send spam or other duplicative or unsolicited messages in violation of applicable laws; (g) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (h) send through, store in or otherwise introduce to the Services, through its use or otherwise, a computer virus; (i) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (j) attempt to gain unauthorized access to the Services or its related systems or networks.

## **5. Ownership.**

As between the parties, Daupler alone (and its licensors, where applicable) own all right, title, and interest, in and to the Services, Daupler Technology, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Services, which are hereby assigned to Daupler. User represents and warrants that User owns or has the right to use all customer data used by the Services ("User Data") and that the use of the User Data in connection with the Services does not violate any third party rights.

Daupler acknowledges that as between the parties, User owns all right, title and interest in and to the User Data, provided, however, that User grants Daupler the right to use any and all User Data in blinded or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Services, product and service development, and other such purposes.

Except as expressly set forth herein, Daupler alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services and Daupler Technology or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Services, which are hereby assigned to Daupler. User will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under this Agreement. All rights not expressly granted to User are reserved by Daupler and its licensors.

## **6. Confidentiality.**

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information relating to the Disclosing Party’s technology or business (“Confidential Information” of the Disclosing Party).

The Receiving Party agrees: (i) not to divulge to any third person any such Confidential Information, (ii) to give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

Daupler acknowledges that, subject to the exceptions listed in this Section 5, User Data is User’s Confidential Information. User acknowledges that Daupler does not wish to receive any Confidential Information from User that is not necessary for Daupler to perform its obligations under this Agreement and will limit its disclosures accordingly.

The parties will have the right to disclose the existence but not the terms and conditions (including without limitation pricing) of this Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

## **7. Indemnification.**

Daupler shall indemnify and hold User and its officers, directors, employees, attorneys, and agents (“Indemnitees”) harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) each to the extent paid to an unaffiliated third party to the extent arising out of or in connection with such third-party’s claim alleging that the Daupler Technology directly infringes a U.S. copyright. Notwithstanding the foregoing, Daupler will have no obligation with respect to any

infringement claim based upon any modification of the Daupler Technology by User or any use of the Daupler Technology (i) not in accordance with the documentation; or (ii) in combination with other products, equipment, software, or data not supplied by Daupler.

User shall indemnify, defend and hold Daupler, its licensors and each such party's Indemnitees harmless from and against any and all costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) each to the extent paid to an unaffiliated third party arising from or in connection with such third-party's claims, demands, or allegations (i) that User violated this Agreement (ii) arising from or relating to the use of the Services or the results thereof, except claims covered by Daupler's indemnity, above.

As a condition to a party's indemnification obligations hereunder, the other party shall give the indemnifying party sole control of the defense and settlement of the claim, prompt notice of a claim, and, at the indemnifying party's expense and request, all available information and reasonable assistance in relation to such defense and settlement efforts. Neither party may compromise or settle a third-party claim that adversely affects the other party without the other party's prior written consent, which consent shall not be unreasonably withheld.

#### **8. Warranties and Warranty Disclaimer.**

Daupler represents and warrants that the Services will be provided in a professional and workmanlike manner. In the event Daupler breaches such warranty, User may, as its sole remedy, request that Daupler promptly correct any such failure of Services at no additional charge.

Except as otherwise provided herein, Daupler provides the Services to User without warranties, express or implied. Daupler and its licensors do not represent or warrant that (a) the use of the Services will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system, or data, (b) the Services will meet requirements or expectations, (c) any results or stored User Data will be accurate or reliable, (d) errors or defects will be corrected, (e) the Services or the server(s) that make the Services available are free of viruses or other harmful components; (f) the Services or results will meet any regulatory approvals or requirements. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Daupler and its licensors.

#### **9. Limitation of Liability.**



In no event shall Daupler's aggregate liability arising from or relating to this Agreement exceed the amounts actually paid by and payable by User in the twelve (12) month period immediately preceding the event giving rise to such liability. Except for a party's obligations arising under Section 6 or a party's breach of its obligations under Section 7, in no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind other than as a result of Daupler's negligence, gross negligence or willful misconduct (including direct or indirect damages for loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this agreement, including but not limited to the use or inability to use the Services, or for any content obtained from or through the Services, any interruption, inaccuracy, error or omission in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

#### **10. Privacy Policy.**

By using the Services, You consent to the information collection policies detailed in the [Privacy Policy](#). Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used.

#### **11. General Provisions.**

The parties acknowledge that this is a business relationship based on the express provisions of this Agreement and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement.

User shall not assign or transfer this Agreement or any rights or obligations under this Agreement without Daupler's prior written consent. A change in control constitutes an assignment under this Agreement. Any unauthorized assignment or transfer shall be void and constitutes ground for immediate termination of this Agreement by Daupler. This Agreement binds and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

Any waiver is only valid to the extent expressly set forth in writing. No waiver by either party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

User acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of Daupler's intellectual property rights shall be deemed a material breach of the Agreement, for which Daupler may not have adequate remedy in money or damages, and Daupler shall be entitled to injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

Except for User's obligation to pay the fees for Services provided, neither party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, accident, fire, explosion, flood, storm, earthquake, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment); provided that it notifies the other party as soon as practicable and uses commercially reasonable efforts to resume performance.

This Agreement is governed by and construed in accordance with the laws of the State of Alabama, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either party in a court of competent jurisdiction located in Baldwin County, Alabama, and each party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

This Agreement is the complete agreement between the parties and supersedes any prior or contemporaneous oral or written communications between the parties concerning the subject matter of this. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the parties. The terms and conditions of this Agreement shall control and supersede any end user license agreements, terms of use, click-through or shrinkwrap terms, purchase order terms, invoice terms, or other similar documents, in any format, including terms located on User's website or provided with its ordering documents, whether signed before or after this Agreement. Such other terms shall be void to the extent they relate to the subject matter contemplated by this Agreement.

The following sections shall survive the expiration or termination of this Agreement: 2 (Payment of Fees); 3 (Term and Termination); 4 (Permitted Uses; Restrictions); 5 (Ownership); 6 (Confidentiality); 7 (Indemnification); 8 (Warranties; Warranty Disclaimer); 9 (Limitation of Liability); 10 (Privacy Policy); and 11 (General Provisions).

## **CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING**

**May 4, 2026, 4:30 p.m.**

**City Hall, Council Chamber**

**1705 Main Street, Daphne, AL 36526**

### **MEETING MINUTES**

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

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

**ALSO PRESENT:** Patrick Dungan, City Attorney; Christina Brazell, Code Enforcement; Mayor LeJeune; Cindy Beaudreau, City Clerk; Troy Strunk, City Development; Bobby Purvis, Public Works; Chief Tacon, Fire; Kelli Reid, Finance; Connie Chapman, Revenue; Randy Jones, Solid Waste; Ben Davis, Recreation; Emma Coleman, Junior Councilmember; Lakyn Coggin, Junior City Council; and Jessica Linne, Assistant City Clerk.

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

There being a quorum present Councilman Roberts called the meeting to order at 4:31 p.m.

#### **2) APPROVE MINUTES FROM THE April 6, 2026 Meeting**

#### **3) PUBLIC PARTICIPATION**

Gilberto Colon, Havenwood Circle, proposed new stop signs in Lake Forest and will present his proposal at the Public Safety meeting.

#### **4) ORDINANCE REVIEW/DISCUSSION**

##### **A) Revisions to the Park Ordinance**

Ben Davis, Recreation, presented the revised Park Ordinance which was amended to include a new section stating that no person, firm, or entity shall conduct or engage in any commercial activity within any City park or recreational facility except with the prior written approval of the City.

**MOTION by Councilman Hughes to recommend to Council to approve the Revised Park Ordinance. Seconded by Councilwoman Green.  
MOTION CARRIED UNANIMOUSLY.**

##### **B) Business License Discussion**

Councilwoman Messinger shared an issue that was brought to her attention regarding the 24-hour grace period for unlicensed workers and suggested a cease and desist along with a ticket.

Rene Pollet, Pro One Painters, shared his experience with Code Enforcement, the removal of signs in his neighborhood and his frustration with the 24-hour grace period. Mr. Pollet offered his time to the city to help find a solution.

Discussion continued related to the varying grace periods for different types of work, protecting customers and businesses and the different types of jobs requiring permits and worker's comp.

This topic will be added to next month's meeting for further discussion.

**5) OTHER BUSINESS DEEMED NECESSARY**

**6) NEXT MEETING**

The next meeting is scheduled for Monday, June 1, 2026 at 4:30 p.m.

**7) ADJOURN**

There being no further business to discuss, the Council adjourned at 5:04pm.



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number:** 20260501142228854

**Type License:** 140 - SPECIAL EVENTS RETAIL

**State:** \$150.00

**County:** \$233.00

**Trade Name:** MANCIS ANTIQUE LLC

**Filing Fee:** \$50.00

**Applicant:** MANCIS ANTIQUE LLC

**Transfer Fee:**

**Location Address:** 704 BELROSE AVE DAPHNE, AL 36526

**Mailing Address:** 1715 MAIN STREET DAPHNE, AL 36526

**County:** BALDWIN

**Tobacco sales:** NO

**Tobacco Vending Machines:**

**Product Type:**

**Type Ownership:** LLC

**Book, Page, or Document info:** 328-653

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

**Date Incorporated:** 02/10/2015

**State incorporated:** AL

**County Incorporated:** BALDWIN

**Date of Authority:** 02/23/2015

**Federal Tax ID:** 47-3077005

**Alabama State Sales Tax ID:** R009132071

| <b>Name:</b>                            | <b>Title:</b> | <b>Date and Place of Birth:</b> | <b>Residence Address:</b>              |
|-----------------------------------------|---------------|---------------------------------|----------------------------------------|
| HARRY PATRIDGE JOHNSON<br>2769374 - AL  | MEMBER        | 12/6/1950<br>MOBILE             | 901 CAPTAIN O'NEAL<br>DAPHNE, AL 36526 |
| GARRETT PAUL DELUCA<br>7547130 - AL     | MEMBER        | 01/19/1990<br>MOBILE            | 199 RIDGEWOOD DR<br>DAPHNE, AL 36526   |
| JOHN MCDERMOTT THOMPSON<br>4671906 - AL | MEMBER        | 11/6/1962<br>MOBILE             | 261 LEVERT ST<br>MOBILE, AL 36607      |

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: 20260501142228854**

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:** GARRETT DELUCA  
**Business Phone:** 251-375-0543  
**Fax:**

**Home Phone:** 251-421-0279  
**Cell Phone:**  
**E-mail:** GARRETT.DELUCA@GMAIL.COM

**PREVIOUS LICENSE INFORMATION:**

**Trade Name:**  
**Applicant:**

**Previous Vendor Number:**



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**

**ALCOHOL LICENSE APPLICATION**

**Confirmation Number:** 20260501142228854



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

Name of Property owner/lessor and phone number: MANCI ENTERPRISES LLC 251-415-1000

What is lessors primary business? PHYSICIAN

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? NO

Does the establishment have restroom facilities? NO

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: 3900

Display Square Footage:

Building seating capacity: 16

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY LIMITS

Police protection: CITY





**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**

**Confirmation Number:** 20260501142228854



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

| <b>Name:</b>                          | <b>Violation &amp; Date:</b>          | <b>Arresting Agency:</b>              | <b>Disposition:</b>                   |
|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| N/A - OCCURRED MORE THAN 10 YEARS AGO | N/A - OCCURRED MORE THAN 10 YEARS AGO | N/A - OCCURRED MORE THAN 10 YEARS AGO | N/A - OCCURRED MORE THAN 10 YEARS AGO |
| N/A - OCCURRED MORE THAN 10 YEARS AGO | N/A - OCCURRED MORE THAN 10 YEARS AGO | N/A - OCCURRED MORE THAN 10 YEARS AGO | N/A - OCCURRED MORE THAN 10 YEARS AGO |
|                                       |                                       |                                       |                                       |



# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

## ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260501142228854



### Initial each

☐

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): **GARNETT DELUXE**

Notary Name (print): **Notachia Curry**

Signature of Applicant:

Notary Signature:

Commission expires: **11/30/2027**

Application Taken:

App. Inv. Completed:

Submitted to Local Government:

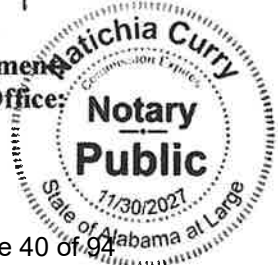
Forwarded to District Office:

Received in District Office:

Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:





**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**

**Confirmation Number:** 20260501142228854



**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: 06/20/2026

Ending Date: 06/20/2026

Special terms and conditions for special event/special retail:

BEER AND LIQUOR ONLY

**Other Explanations**

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: ALL MEMBERS ARE PARTNERS AT OTHER RESTAURANTS IN MOBILE AND BALDWIN COUNTY: MARKET BY THE BAY, CALLAGHAN'S, NIXONS

License Covers: PARKING LOT BEHIND THE BUILDING AND PORTION OF THE ROAD AT THE INTERSECTION OF BELROSE AVE AND MAIN STREET

Are there any special restrictions, instructions, and/or conditions for this license?: NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSED PREMISE. NO TO GO SALES OF ALCOHOL PERMITTED.

CASE NO. 2026-12

DATE RECEIVED BY REVENUE DIV. 5/13/26 CAC

DATE FORWARDED TO POLICE DEPT. \_\_\_\_\_

DATE RECEIVED BY POLICE DEPT. 5/13/2026 ICRF

DATE 5/13/26 APPROVED gac ✓ DISAPPROVED \_\_\_\_\_

POLICE DEPT SIGNATURE [Signature]

DATE RETURNED TO REVENUE DIV. 5/13/2026 ICRF

DATE FORWARDED TO CITY CLERK 5/13/26 CAC

DATE RECEIVED BY CITY CLERK 5/13/26 JL

SCHEDULED DATE ON AGENDA \_\_\_\_\_

Council Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ TABLED

COMMENTS: \_\_\_\_\_

Rescheduled for Council Agenda Date: \_\_\_\_\_

Council Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ TABLED

COMMENTS: \_\_\_\_\_

DATE RETURNED TO REVENUE DIV.: \_\_\_\_\_

DATE RETURNED TO TAXPAYER \_\_\_\_\_  
OR TO ABC FIELD OFFICE \_\_\_\_\_ (per taxpayer request)



# 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: Supporting Educational Enrichment in Daphne Schools, Inc.

APPLICANT NAME: Beth Dunn, Executive Director

STREET: 25122 Jernigan Street

CITY, STATE, ZIP: Daphne, AL 36526

CONTACT PHONE: 251-802-5002

EMAIL: seedsindaphne@gmail.com

"ON SITE" CONTACT PERSON DAY OF EVENT: Beth Dunn

CELL PHONE: 251-802-5002

EMAIL: seedsindaphne@gmail.com

### EVENT INFORMATION

EVENT NAME: SEEDS CRAWFISH FOR THE CLASSROOM

TYPE OF/PURPOSE OF EVENT: Ticketed Crawfish Boil Fundraiser for Daphne Schools

EVENT DATE: April 3, 2027

TIME (START- END): 4-7

ASSEMBLY TIME: Set up 12 noon

# PARTICIPANTS/VEHICLES : Est. 600

EVENT LOCATION: 1705 Main Street, Daphne, AL 36526

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE):

SEEDS 's annual Crawfish Boil benefiting Daphne's Public Schools. SEEDS will rent a stage for the live band, inflatables from Eastern Shore Inflatables, the City will provide temporary outdoor restrooms. Beer will be sold for \$5 a beer limit 2 beer purchase at one time. Beer will only be available to consume inside the barracated event space. SEEDS board members will be checking ID's placing yellow armbands on 21 and over guests. SEEDS will hire two Daphne Police officers for crowd control and to enforce IDs.

### SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: ☐ Yes\* ☒ No \*If Yes, please indicate which City Route is requested.

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

30 to 40 barricades securing the entire event space providing for one entrance on the side of City Hall next to Mancini's.

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

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

OTHER SPECIAL ITEMS FOR RENT:

TENTS: 20' X 40 \_\_\_\_\_ X \$321.00 10' X 10' # 5 \_\_\_\_\_ X \$123.00/EACH

TABLES: 8' L # 20 \_\_\_\_\_ X \$45.00/EACH CHAIRS: # 100 \_\_\_\_\_ X \$12.00/EACH

OTHER SPECIAL REQUESTS: We request 15 trash cans and access to a dumpster, we will provide additional trash bags.

### MARKETING & COMMUNICATIONS

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

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

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

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

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

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

### REVENUE/BUSINESS LICENSE

WILL SALES BE GENERATED AT YOUR EVENT: ☒ Yes\*\* ☐ No \*\* If Yes, please provide your City of Daphne

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



## INDEMNITY & HOLD HARMLESS AGREEMENT

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

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

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

APPLICANT SIGNATURE: Beth Dunn DATE: 05/11/2026

## INTERNAL USE ONLY

DATE REC'D: 5-11-2026 CITY CLERK: \_\_\_\_\_

FIRE DEPT: Lee Towner APPROVED ROUTE: \_\_\_\_\_

POLICE DEPT: [Signature] ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: Beth Dunn

SPORTS & RECREATION: Mike EVENT FEE: ☐ Paid \$ \_\_\_\_\_ CHK# \_\_\_\_\_

MARKETING & EVENTS: Angie Bay ☐ Waived: \_\_\_\_\_

\*\* REVENUE: \_\_\_\_\_ PROOF OF INSURANCE REC'D: ☐ Yes ☐ No



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20260511132605081**



**Type License:** 160 - SPECIAL RETAIL - MORE THAN 30 DAYS

**State:** \$250.00

**County:** \$380.00

**Trade Name:** JUBILEE SQUARE 12

**Filing Fee:** \$50.00

**Applicant:** AMERICAN MULTI CINEMA INC

**Transfer Fee:**

**Location Address:** 6898 US HIGHWAY 90 DAPHNE, AL 36526

**Mailing Address:** 11500 ASH STREET LEADWOOD, KS 66211

**County:** BALDWIN

**Tobacco sales:** NO

**Tobacco Vending Machines:**

**Product Type:**

**Type Ownership:** CORPORATION

**Book, Page, or Document info:** 00130242

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

**Date Incorporated:** 08/22/2007

**State incorporated:** MO

**County Incorporated:** COLE

**Date of Authority:** 12/07/2012

**Federal Tax ID:** 43-0908577

**Alabama State Sales Tax ID:** R008405871

| <b>Name:</b>                                   | <b>Title:</b>               | <b>Date and Place of Birth:</b>         | <b>Residence Address:</b>                         |
|------------------------------------------------|-----------------------------|-----------------------------------------|---------------------------------------------------|
| DANIEL EUGENE ELLIS<br>K03-83-9877 - KS        | COO                         | 11/29/1968<br>KANSAS CITY               | 3000 W 69TH ST<br>MISSION HILLS, KS 66208         |
| SEAN DAVID GOODMAN<br>K04-12-5936 - KS         | EXECUTIVE VICE<br>PRESIDENT | 05/27/1965<br>JOHANNESBURG SOUTH AFRICA | 13904 HOWE DRIVE<br>LEADWOOD, KS 66224            |
| ADAM MAXIMILIAN ARON<br>A650-013-54-350-0 - FL | CEO                         | 09/30/1954<br>PHILADELPHIA              | 5133 FISHER ISLAND DRIVE<br>MIAMI BEACH, FL 33109 |

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: 20260511132605081**



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:** ASHETON SAWYER  
**Business Phone:** 251-626-7704  
**Fax:**

**Home Phone:** 251-626-7704  
**Cell Phone:**  
**E-mail:** asawyer@jbplaw.com

**PREVIOUS LICENSE INFORMATION:**

**Trade Name:**  
**Applicant:**

**Previous Vendor Number:**



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20260511132605081**



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

Name of Property owner/lessor and phone number: JUBILEE SQUARE LLC 251-341-5777

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? NO

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: 47287

Display Square Footage:

Building seating capacity: 2269

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20260511132605081**



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

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



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20260511132605081**



**Initial each**

**Signature page**

*[Handwritten initials]*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

*[Handwritten initials]*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

*[Handwritten initials]*

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.

*[Handwritten initials]*

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.

*[Handwritten initials]*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

*[Handwritten initials]*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

*[Handwritten initials]*

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.

*[Handwritten initials]*

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.

*[Handwritten initials]*

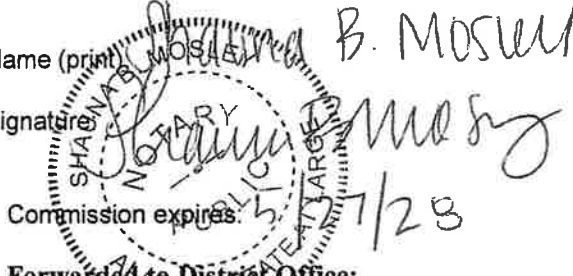
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *ASHLEY W. Sawyer*

Notary Name (print): *Shanika B. Mosley*

Signature of Applicant: *[Handwritten signature]*

Notary Signature: *[Handwritten signature]*



Application Taken:                      App. Inv. Completed:  
 Submitted to Local Government:  
 Received in District Office:          Reviewed by Supervisor:

Forwarded to District Office:  
 Received from Local Government:  
 Forwarded to Central Office:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**

**Confirmation Number:** 20260511132605081



**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? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: YES

Explanation:

MOVIE THEATRE

**Special Events / Special Retail (7 days or less)**

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

**Other Explanations**

CASE NO 2026-13

48. LICENSE RENEWAL

DATE RECEIVED BY REVENUE DIV 5/19/26 CAC

DATE FORWARDED TO POLICE DEPT 5/19/26 CAC

DATE RECEIVED BY POLICE DEPT 5/19/2026 KRF

DATE 5/19/2026 APPROVED ☒ DISAPPROVED ☐

POLICE DEPT SIGNATURE [Signature]

DATE RETURNED TO REVENUE DIV. 5/19/2026 KRF

DATE FORWARDED TO CITY CLERK 5/19/26 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, ALABAMA  
RESOLUTION NO. 2026-36  
2026-J-FOURTH OF JULY FIREWORKS PRESENTATION**

**WHEREAS,** The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$30,000; and

**WHEREAS,** The City of Daphne acknowledges that the cost for the Fourth of July Fireworks presentation will exceed this amount; and

**WHEREAS,** Staff has reviewed the bids for the Fourth of July Fireworks presentation and determined that the bid as presented is reasonable; and

**WHEREAS,** the subject bid is hereby certified contemporaneously with the passing of this resolution that the bid was let in compliance with all applicable provisions of Alabama law; and

**WHEREAS,** Staff recommends the bid for the Fourth of July Fireworks presentation be awarded to Pyro Productions Inc.

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

1. Accept the bid of Pyro Productions Inc. in the amount of **\$34,500** for a total of 469 display shells ranging from 3” – 8” as specified in BID SPECIFICATION NO. 2026-J-FOURTH OF JULY FIREWORKS PRESENTATION.
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 1<sup>st</sup> day of June, 2026.**

---

**Robin LeJeune, Mayor**

**ATTEST:**

---

**Cindy Beaudreau, City Clerk**

**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2026-37**

**APPROPRIATION – CONSULTING SERVICES FOR BAYFRONT AMPHITHEATRE –DM  
PRESENTS, LLC**

**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 part of the Fiscal Year 2026 budget; and

**WHEREAS**, the City wishes to enter into a Consulting Agreement for professional advisory services related to the planning and implementation of the 5,000-capacity outdoor amphitheater at Bayfront Park; and

**WHEREAS**, the consulting services will include design and layout advisory services; financial projections and business planning; and operations and vendor support; and

**WHEREAS**, the City has received a proposal from DM Presents, LLC for an initial term of three months at a total cost of \$30,000; and

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

- 1) Funds in the amount of **\$30,000** from the **General Fund** are appropriated and made part of the Fiscal Year 2026 budget for consulting services related to the Bayfront Amphitheatre.
- 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 1<sup>st</sup> day of June, 2026.**

---

**Robin LeJeune, Mayor**

**ATTEST:**

---

**Cindy Beaudreau, City Clerk**



**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2026 -38**

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

**WHEREAS**, the Management of the City of Daphne have determined that the item listed below is no longer required for public or municipal purposes and recommended for disposal.

**WHEREAS**, the City of Daphne supports the efforts of City of Robertsdale Police Department to provide a safe environment for their city; and

**WHEREAS**, the City of Daphne has determined the City of Robertsdale Police Department could utilize this equipment for their operations; and

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

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

| DEPT    | DESCRIPTION             |
|---------|-------------------------|
| PD-CORR | PD/Jail Evidence Locker |

2. The Mayor is authorized to donate the such personal property to City of Robertsdale Police Department; and
3. The Mayor is further authorized to sell such personal property through Govdeals.com to the highest bidder and deposit any and all proceeds to the appropriate City Fund if for any reason the donation is not needed and sign all necessary documents.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 1<sup>st</sup> day of June, 2026**

---

**Robin LeJeune, Mayor**

**ATTEST:**

---

**Cindy Beaudreau, City Clerk**

**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2026 - 39**

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

**WHEREAS**, the Management of the City of Daphne have determined that the item listed below is no longer required for public or municipal purposes and recommended for disposal.

**WHEREAS**, the City of Daphne supports the efforts of City of Creola Police Department to provide a safe environment for their city; and

**WHEREAS**, the City of Daphne has determined the City of Creola Police Department could utilize this equipment for their operations; and

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

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

| DEPT      | EQ/VEH # | DESCRIPTION      | VIN/SN            |
|-----------|----------|------------------|-------------------|
| PD-PATROL | 1215L    | 2015 CHEVY TAHOE | 1GNLC2EC9FR611160 |

2. The Mayor is authorized to sell such personal property to the City of Creola Police Department for \$4,000; and
3. The Mayor is further authorized to sell such personal property through Govdeals.com to the highest bidder and deposit any and all proceeds to the appropriate City Fund if for any reason the donation is not needed and sign all necessary documents.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 1<sup>st</sup> day of June, 2026**

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

**ATTEST:**

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

**CITY OF DAPHNE, ALABAMA  
RESOLUTION 2026 - 40**

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

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

**WHEREAS**, the items listed below are recommended for disposal.

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

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

| DEPT      | EQ/VEH # | DESCRIPTION      | VIN/SN            |
|-----------|----------|------------------|-------------------|
| PD-DET    | 214      | 2014 CHEVY TAHOE | 1GNLC2E03ER206643 |
| PD-PATROL | 114      | 2014 CHEVY TAHOE | 1GNLC2E00ER207510 |
| PD-PATROL | 413      | 2013 CHEVY TAHOE | 1GNLC2E08DR293924 |
| PD-DET    | 313      | 2013 CHEVY TAHOE | 1GNLC2E0XDR293875 |
| PD-PATROL | 212      | 2012 CHEVY TAHOE | 1GNLC2E07CR316155 |

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

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 1<sup>st</sup> day of June, 2026.**

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**ATTEST:**  
**Robin LeJeune, Mayor**

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**Cindy Beaudreau, City Clerk**

**CITY OF DAPHNE, ALABAMA**  
**ORDINANCE 2026-12**  
(Amending Ordinance 2025-05)

**AN ORDINANCE TO AMEND THE TEXT OF THE EAST FISH RIVER PUD NARRATIVE  
FOR PROPERTY LOCATED FIVE HUNDRED FEET NORTHEAST OF THE INTERSECTION  
OF COUNTY ROAD 64 AND DIXON LANE**

**WHEREAS**, the real property re-zoned and described in Ordinance 2025-05 has been assigned a zoning designation of Planned Unit Development ("PUD"); and

**WHEREAS**, said real property is located Five Hundred Feet Northeast of the intersection of County Road 64 and Dixon Lane, being more particularly described as follows:

**Legal Description for the Property:**

**PARCEL 1:**

BEGINNING AT A CAPPED REBAR MARKER IN AN OLD FENCE CORNER AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE SOUTH 89 DEGREES 44 MINUTES 55 SECONDS EAST, ALONG THE LINE OF AN OLD FENCE, 1342.93 FEET TO A CAPPED REBAR MARKER IN AN OLD FENCE CORNER; RUN THENCE SOUTH 00 DEGREES 28 MINUTES 39 SECONDS WEST, ALONG THE LINE OF AN OLD FENCE, 2647.30 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 89 DEGREES 51 MINUTES 26 SECONDS EAST, ALONG THE LINE OF AN OLD FENCE, 697.40 FEET TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 00 DEGREES 06 MINUTES 02 SECONDS EAST, ALONG THE LINE OF AN OLD FENCE 2191.34 FEET TO A CAPPED REBAR MARKER ON THE NORTH RIGHT-OF-WAY LINE OF BALDWIN COUNTY HIGHWAY NO. 64, (80 FOOT RIGHT-OF-WAY); RUN THENCE SOUTHWESTWARDLY, ALONG SAID RIGHT-OF-WAY LINE, FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 1853.82 FEET, AN ARC DISTANCE OF 1226.33 FEET (CHORD: SOUTH 70 DEGREES 54 MINUTES 35 SECONDS WEST, 1204.09 FEET) TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 89 DEGREES 49 MINUTES 59 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 470.53 FEET TO A POINT ON THE CENTERLINE OF FISH RIVER; RUN THENCE NORTHWARDLY, ALONG SAID CENTERLINE OF FISH RIVER AND FOLLOWING THE MEANDERS THEREOF, FOR A DISTANCE OF 12,236 FEET, MORE OR LESS, TO A POINT ON THE WESTWARD EXTENSION OF THE LINE OF AN OLD FENCE; RUN THENCE NORTH 87 DEGREES 10 MINUTES 45 SECONDS EAST, ALONG THE LINE OF SAID OLD FENCE, 815.97 FEET TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG THE LINE OF AN OLD FENCE 2646.66 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

COMMENCE AT THE "LOCALLY ACCEPTED" NORTHWEST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAINT STEPHENS MERIDIAN FOR THE POINT OF BEGINNING; RUN THENCE SOUTH 00 DEGREES 02 MINUTES 04 SECONDS EAST, A DISTANCE OF 675.29 FEET TO A POINT ON THE NORTH MARGIN OF BALDWIN COUNTY HIGHWAY NUMBER 64; RUN THENCE NORTH 72 DEGREES 35 MINUTES 16 SECONDS EAST, A DISTANCE OF 62.87 FEET TO A POINT ON SAID HIGHWAY #64; RUN THENCE NORTH 00 DEGREES 02 MINUTES 04 SECONDS WEST, A DISTANCE OF 656.13 FEET; THENCE RUN NORTH 89 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

THE SOUTH 60.0 FEET OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAINT STEPHENS MERIDIAN.

**PARCEL 4:**

A STRIP OF LAND 60-FEET WIDE, WITHIN THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 3 EAST, EXTENDING FROM THE END OF THE COUNTY MAINTAINED PURSLEY ROAD, WESTWARDLY TO THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 3 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA. SAID STRIP OF LAND BEING 60-FEET WIDE AND APPROXIMATELY 40- FEET LONG, MORE OR LESS.

**PARCEL 5:**

THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 3 EAST.

**PARCEL 6:**

COMMENCE AT THE "LOCALLY ACCEPTED" SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAINT STEPHENS MERIDIAN FOR THE POINT OF BEGINNING; RUN THENCE SOUTH 89 DEGREES 39 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 60.0 FEET; RUN THENCE NORTH 44 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 84.85 FEET; RUN THENCE SOUTH 00 DEGREES 02 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING.

**PARCEL 7:**

COMMENCE AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAINT STEPHENS MERIDIAN FOR THE POINT OF BEGINNING; RUN THENCE SOUTH 00 DEGREES 02 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 25.25 FEET; RUN THENCE NORTH 44 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 35.70 FEET; RUN THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 30.0 FEET TO THE POINT OF BEGINNING.

**WHEREAS**, the PUD pre-zoning approval adopted through Ordinance 2025-05 included a PUD Narrative and Conceptual Plan governing development standards for the Property; and

**WHEREAS**, the owner has submitted an Amended PUD Narrative for review and approval, reflecting certain modifications to the previously approved PUD Narrative; and

**WHEREAS**, at its regular meeting of March 26, 2026, the Planning Commission considered the proposed amendments and issued a favorable recommendation to the City Council subject to the following regarding the streets, drainage and utilities: the proposed sanitary sewer system will consist of a combination of low-pressure sewer and gravity sewer mains to serve the development; the low pressure will serve 67% of the development and gravity sewer will serve the remaining 33%; the streets and drainage systems will be designed to the current standards of the City of Daphne Land Use Ordinance; traffic calming provisions will be implemented as needed, such as stop signs and speed tables; Baldwin County Sewer Service (sewer), Town of Loxley (water), and Baldwin EMC (power) will provide utilities; and

**WHEREAS**, due notice of said proposed rezoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on \_\_\_\_\_, 2026; and

**WHEREAS**, the City Council finds that the amendments to the PUD Narrative are appropriate, remain consistent with the intent and purpose of the PUD zoning district, and promote the public health, safety, and welfare.

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

**SECTION I. AMENDMENT TO EXISTING PUD.** The PUD Narrative approved by Ordinance 2025-05 is hereby amended to replace the previously adopted PUD Narrative with the Amended PUD Narrative, which is attached hereto as **Exhibit A** and incorporated herein by reference.

This exhibit shall constitute the governing development narrative for the PUD and shall amend the prior PUD Narrative approved as part of Ordinance 2025-05.

All development of the subject property shall comply with the Amended PUD Narrative adopted herein and shall be further subject to the following conditions regarding streets, drainage and utilities: the proposed sanitary sewer system will consist of a combination of low-pressure sewer and gravity sewer mains to serve the development; the low pressure will serve 67% of the development and gravity sewer will serve the remaining 33%; the streets and drainage systems will be designed to the current standards of the City of Daphne Land Use Ordinance; traffic calming provisions will be implemented as needed, such as stop signs and speed tables; Baldwin County Sewer Service (sewer), Town of Loxley (water), and Baldwin EMC (power) will provide utilities.

**SECTION II. REPEALER.** All ordinances, resolutions, or parts thereof in conflict with this Ordinance, to the extent of such conflict, are hereby repealed.

**SECTION III. SEVERABILITY.** The provisions of this Ordinance are severable. If any section, clause, or provision is declared invalid or unconstitutional, such ruling shall not affect the remaining portions, which shall remain in full force and effect.

**SECTION IV. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption 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**  
Amended PUD Narrative

(attached)

## COMMUNITY DEVELOPMENT



February 26, 2026

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

Attn: Adrienne Jones

**Re: PUD Narrative Modification**

Dear Mrs. Jones,

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

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

Current:

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

Proposed:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Donald J. Stovall", is written over a light blue horizontal line.

Donald J. Stovall, P.E.

Engineering Design Group

---

1000 E Laurel Ave, Foley, ALABAMA 36535 • 251-943-8960 • FAX: 205-403-9175



**CITY OF DAPHNE, ALABAMA**  
**ORDINANCE 2026-13**  
(Amending Ordinance 2026-07)

**AN ORDINANCE TO AMEND THE ITALIAN VILLAGE OF DAPHNE PUD  
NARRATIVE FOR PROPERTY LOCATED NORTHWEST OF THE INTERSECTION  
OF COUNTY ROAD 64 AND ALABAMA HIGHWAY 181**

**WHEREAS**, the real property pre-zoned and described in Ordinance 2026-07 has been annexed into the corporate limits of the City of Daphne and assigned a zoning designation of Planned Unit Development (“PUD”) upon annexation; and

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

**Legal Description for the Original PUD Property:**

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

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

Lot 1-B, Replat of Volovecky Split Subdivision, according to the plat thereof, as recorded on Slide 0003046-C in the Office of the Judge of Probate of Baldwin County, Alabama.

**Legal Description for the Additional PUD Property:**

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

**WHEREAS**, the PUD pre-zoning approval adopted through Ordinance 2026-07 included a PUD Narrative and Conceptual Plan governing development standards for the Property; and

**WHEREAS**, the owner has submitted an Amended PUD Narrative for review and approval, reflecting certain modifications to the previously approved PUD Narrative; and

**WHEREAS**, at its regular meeting of March 26, 2026, the Planning Commission considered the proposed amendments and issued a favorable recommendation to the City Council subject to the following regarding the additional of 2.78 acres to the north of the original project boundary and updating the PUD Narrative to compensate for changes to the boundary; and

**WHEREAS**, due notice of said proposed rezoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on \_\_\_\_\_, 2026; and

**WHEREAS**, the City Council finds that the amendments to the PUD Narrative are appropriate, remain consistent with the intent and purpose of the PUD zoning district, and promote the public health, safety, and welfare.

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

**SECTION I. AMENDMENT TO EXISTING PUD.** The PUD Narrative approved by Ordinance 2026-07 is hereby amended to replace the previously adopted PUD Narrative with the Amended PUD Narrative and expand the boundaries of the PUD, an additional 2.78 acres, which is attached hereto as **Exhibit A** and incorporated herein by reference.

This exhibit shall constitute the governing development narrative for the PUD and shall supersede in full the prior PUD Narrative approved as part of Ordinance 2026-07.

All development of the subject property shall comply with the Amended PUD Narrative adopted herein and shall be further subject to the following conditions regarding the additional of 2.78 acres to the north of the original project boundary and updating the PUD Narrative to compensate for changes to the boundary.

**SECTION II. REPEALER.** All ordinances, resolutions, or parts thereof in conflict with this Ordinance, to the extent of such conflict, are hereby repealed.

**SECTION III. SEVERABILITY.** The provisions of this Ordinance are severable. If any section, clause, or provision is declared invalid or unconstitutional, such ruling shall not affect the remaining portions, which shall remain in full force and effect.

**SECTION IV. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption 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**  
Amended PUD Narrative  
(attached)

# ITALIAN VILLAGE AT DAPHNE

## PLANNED UNIT DEVELOPMENT NARRATIVE

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



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

Planning Commission Recommended Version:  
March 11, 2026

# 1. Executive Summary

The Italian Village at Daphne is a **34.55-acre** master planned, mixed-use community located at the northwest corner of AL-181 and County Road 64. Designed as a distinctive, walkable destination, the development blends neighborhood-scale commercial uses, a luxury multifamily community, and a cohesive Italian architectural theme that establishes a unique sense of place within the City of Daphne.

The project is anchored by a neighborhood grocery store with fueling station, supported by eight commercial outparcels, and complemented by an upscale residential community organized around a signature **5.80-acre** pond amenity. Together, these uses create a balanced, connected environment that supports daily needs, encourages walkability, and enhances the surrounding area.

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

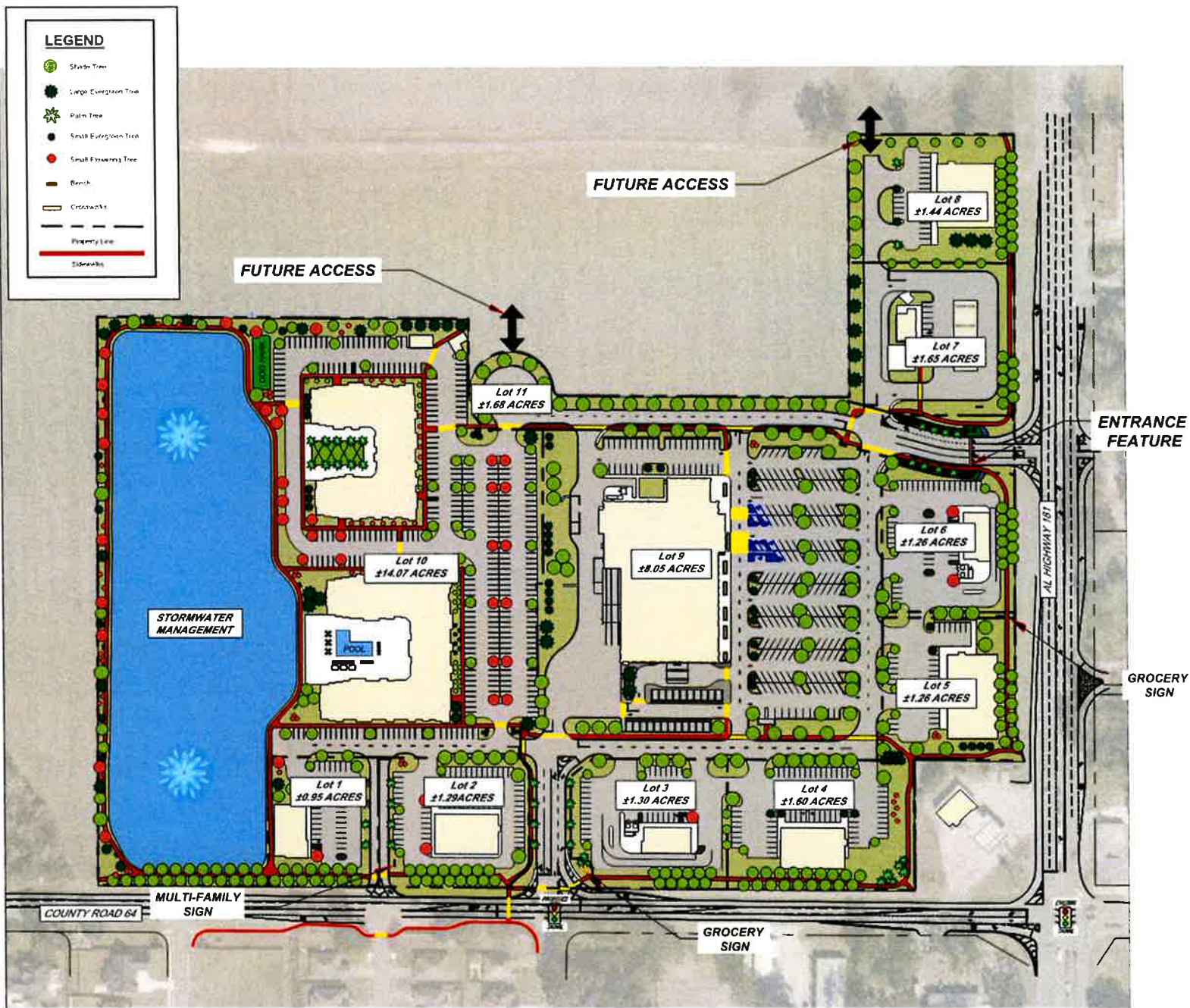
## **Key elements of the Italian Village at Daphne include:**

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

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



## 1.1 Conceptual Landscape Plan



### 3. Site Overview & Land Use Plan

The Italian Village at Daphne encompasses **34.55-acres** at the northwest corner of AL-181 and County Road 64. The master plan organizes the property into a cohesive mixed-use layout that balances commercial activity, residential living, and high-quality open space.

#### 3.1 Land Use Summary Table

|              |                                  |                 |
|--------------|----------------------------------|-----------------|
| Lot 1        | Proposed Commercial              | <b>0.95 AC</b>  |
| Lot 2        | Proposed Commercial              | <b>1.29 AC</b>  |
| Lot 3        | Proposed Commercial              | <b>1.30 AC</b>  |
| Lot 4        | Proposed Commercial              | 1.60 AC         |
| Lot 5        | Proposed Commercial              | <b>1.26 AC</b>  |
| Lot 6        | Proposed Commercial              | <b>1.26 AC</b>  |
| Lot 7        | Proposed Commercial              | <b>1.65 AC</b>  |
| Lot 8        | Proposed Commercial              | 1.44 AC         |
| Lot 9        | Proposed Commercial              | <b>8.05 AC</b>  |
| Lot 10       | Proposed Residential (Apartment) | <b>14.07 AC</b> |
| Lot 11       | Designated Public R.O.W.         | <b>1.68 AC</b>  |
| <b>TOTAL</b> |                                  | <b>34.55 AC</b> |

#### 3.2 Site Organization

##### Commercial District

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



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

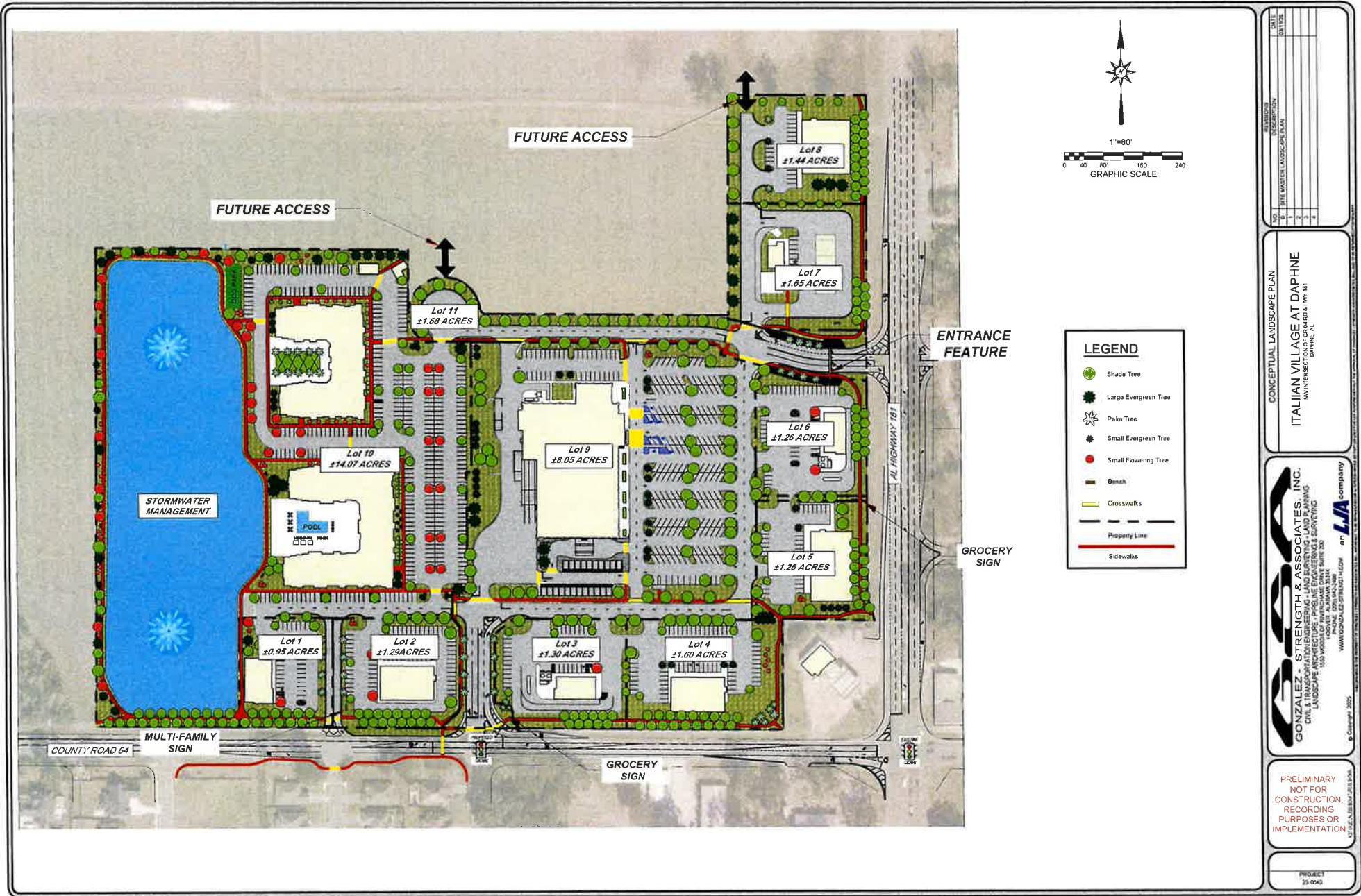
Targeted adjustments to the R-7(A) standards are requested to support the design and functionality of the multifamily community. These modifications allow for enhanced architectural quality, improved site efficiency, and a more walkable layout consistent with the PUD's goals.

**Residential Standards Table**

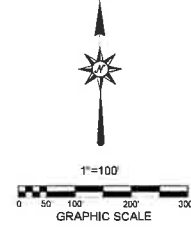
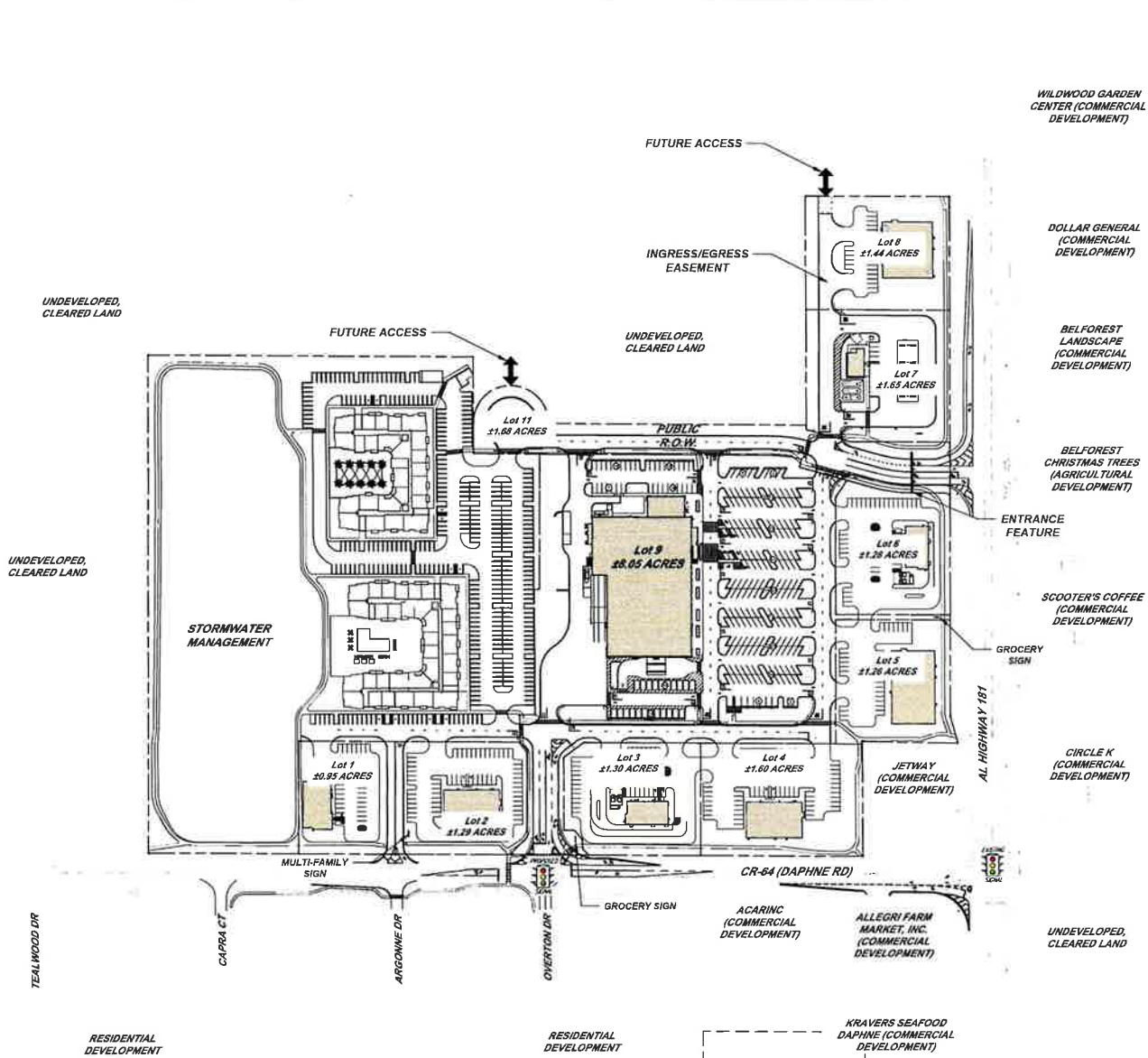
| <b>PLANNED RESIDENTIAL</b>                                                                    |                                                                                |                                                                                |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Standard                                                                                      | CURRENT                                                                        | PROPOSED                                                                       |
| <b>Minimum Acreage</b>                                                                        | 4 ac                                                                           | 4 ac                                                                           |
| <b>Minimum Lot Width</b>                                                                      | None                                                                           | None                                                                           |
| <b>Maximum Density</b>                                                                        | 10 Units / Acre                                                                | <b>15 Units / Acre*</b>                                                        |
| <b>Maximum Height</b>                                                                         | 3 Stories / 50 ft                                                              | 4 Stories / 55 ft                                                              |
| <b>Minimum Building Setback Lines</b>                                                         | 50 ft                                                                          | 50 ft                                                                          |
| <b>Minimum Distance between Buildings</b>                                                     | <b><u>Facing Front to Back</u></b><br>100 ft (25 ft minimum from back of curb) | <b><u>Facing Front to Back</u></b><br>100 ft (25 ft minimum from back of curb) |
|                                                                                               | <b><u>Facing Back to Back</u></b><br>100 ft                                    | <b><u>Facing Back to Back</u></b><br>100 ft                                    |
|                                                                                               | <b><u>Side to Side</u></b><br>½ the sum of the height of both buildings        | <b><u>Side to Side</u></b><br>½ the sum of the height of both buildings        |
| <b>Maximum Lot Coverage</b><br>(Impervious Surfaces)<br><b>Buildings / Structures</b>         | 30%                                                                            | 30%                                                                            |
| <b>Greenbelt Area Width**</b><br>(Along Public Roadways)                                      | 25 ft                                                                          | 25 ft                                                                          |
| <b>Width on Remaining Project Boundary(s)</b><br>(Greenbelt may be located within Setbacks)** | 25 ft                                                                          | 10 ft<br>Only to interior PUD properties                                       |
| <b>Minimum Landscaping</b>                                                                    | See Article 19                                                                 | See Article 19                                                                 |
| <b>Minimum Parking</b><br>Spaces per Dwelling Unit                                            | 2                                                                              | 1 per single bedroom unit and<br>2 spaces per 2- and 3-bedroom unit            |
| <b>Additional Provisions</b>                                                                  | See Article 28                                                                 | See Article 28                                                                 |

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

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







| SITE DATA TABLE                                          |                                            |                                               |
|----------------------------------------------------------|--------------------------------------------|-----------------------------------------------|
| CURRENT ZONING                                           | SALVARY COUNTRY                            | AUTUAL AGRICULTURE (RA)                       |
| LOT SIZE                                                 | LOT 1 (PROPOSED COMMERCIAL)                | 12.85 AC                                      |
|                                                          | LOT 2 (PROPOSED COMMERCIAL)                | 17.50 AC                                      |
|                                                          | LOT 3 (PROPOSED COMMERCIAL)                | 17.50 AC                                      |
|                                                          | LOT 4 (PROPOSED COMMERCIAL)                | 17.80 AC                                      |
|                                                          | LOT 5 (PROPOSED COMMERCIAL)                | 11.25 AC                                      |
|                                                          | LOT 6 (PROPOSED COMMERCIAL)                | 11.10 AC                                      |
|                                                          | LOT 7 (PROPOSED COMMERCIAL)                | 11.41 AC                                      |
|                                                          | LOT 8 (PROPOSED COMMERCIAL)                | 18.85 AC                                      |
|                                                          | LOT 9 (PROPOSED RESIDENTIAL)               | 108.07 AC                                     |
| TOTAL                                                    | LOT 11 (PUBLIC HIGHWAY)                    | 11.50 AC                                      |
|                                                          | TOTAL                                      | 324.35 AC                                     |
| PROPOSED BUILDING HEIGHT                                 | LOT 1-8 (COMMERCIAL)                       | 1 STORY                                       |
|                                                          | LOT 9 (RESIDENTIAL APARTMENT)              | 4 STORIES + 50 FT                             |
| PROPOSED # OF DWELLING UNITS PER ACRE                    | LOT 9 (RESIDENTIAL APARTMENT)              | 75B UNITS                                     |
| PROPOSED # OF DWELLING UNITS PER ACRE                    | LOT 9 (RESIDENTIAL APARTMENT)              | 75 UNITS / ACRE                               |
| PROPOSED IMPROVED COVERAGE                               | LOT 1-8 (COMMERCIAL)                       | MAX 65%                                       |
|                                                          | LOT 9 (RESIDENTIAL APARTMENT)              | REFER TO ARTICLE 18                           |
| PROPOSED YARD SETBACKS                                   | LOT 1-8 (COMMERCIAL)                       | REFER TO ARTICLE 15                           |
|                                                          | LOT 9 (RESIDENTIAL APARTMENT)              | REFER TO ARTICLE 15                           |
| PROPOSED BUILDING COVERAGE                               | LOT 1-8 (COMMERCIAL)                       | MAX 50%                                       |
|                                                          | LOT 9 (RESIDENTIAL APARTMENT)              | MAX 30%                                       |
| PROPOSED LANDSCAPE AREA                                  | LOT 1-8 (COMMERCIAL) & LOT 9 (RESIDENTIAL) | SEE ARTICLE 18                                |
| PROPOSED # OF PARKING SPACES (INCLUDING HANDICAP SPACES) | LOT 1-8 (COMMERCIAL)                       | REFER TO ARTICLE 18                           |
|                                                          | LOT 9 (RESIDENTIAL APARTMENT)              | 1 SPACE PER 500 UNIT AND 1 SPACE PER 1.5 UNIT |
| PROPOSED # OF HANDICAP PARKING SPACES                    | LOT 1-8 (COMMERCIAL) & LOT 9 (RESIDENTIAL) | REFER TO GOVERNMENTAL ADA REGULATIONS         |

| NO | REVERSE    | DATE |
|----|------------|------|
| 1  | 2002081000 |      |
| 2  |            |      |
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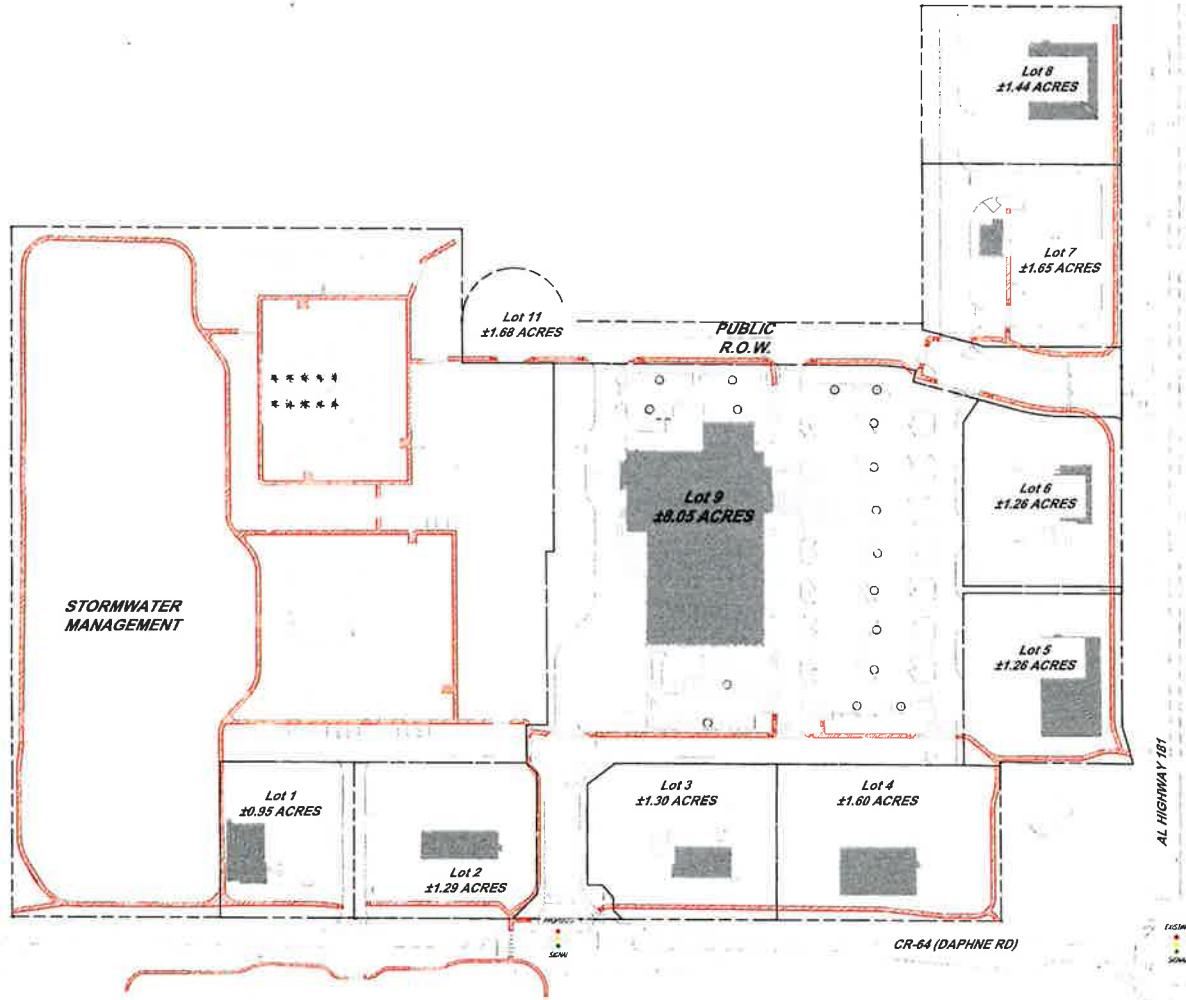
CONCEPTUAL PUD

ITALIAN VILLAGE AT DAPHNE

NW INTERSECTION OF CR 54 & HWY 181  
DAPHNE AL

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
CIVIL & TRANSPORTATION ENGINEERING • LAND SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE • PIPELINE ENGINEERING & SURVEYING  
1500 WOODS OF RIVERMADE DRIVE SUITE 200  
HOUSTON, TEXAS 77057  
PHONE: (281) 942-2344  
WWW.GONZALEZ-STRONG.COM • E-MAIL: [info@gonzalez-stra.com](mailto:info@gonzalez-stra.com)

PROJECT  
25-0540



| NO. | REVISIONS | DATE |
|-----|-----------|------|
|     |           |      |
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**CONCEPTUAL PUD**

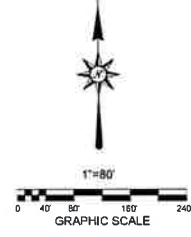
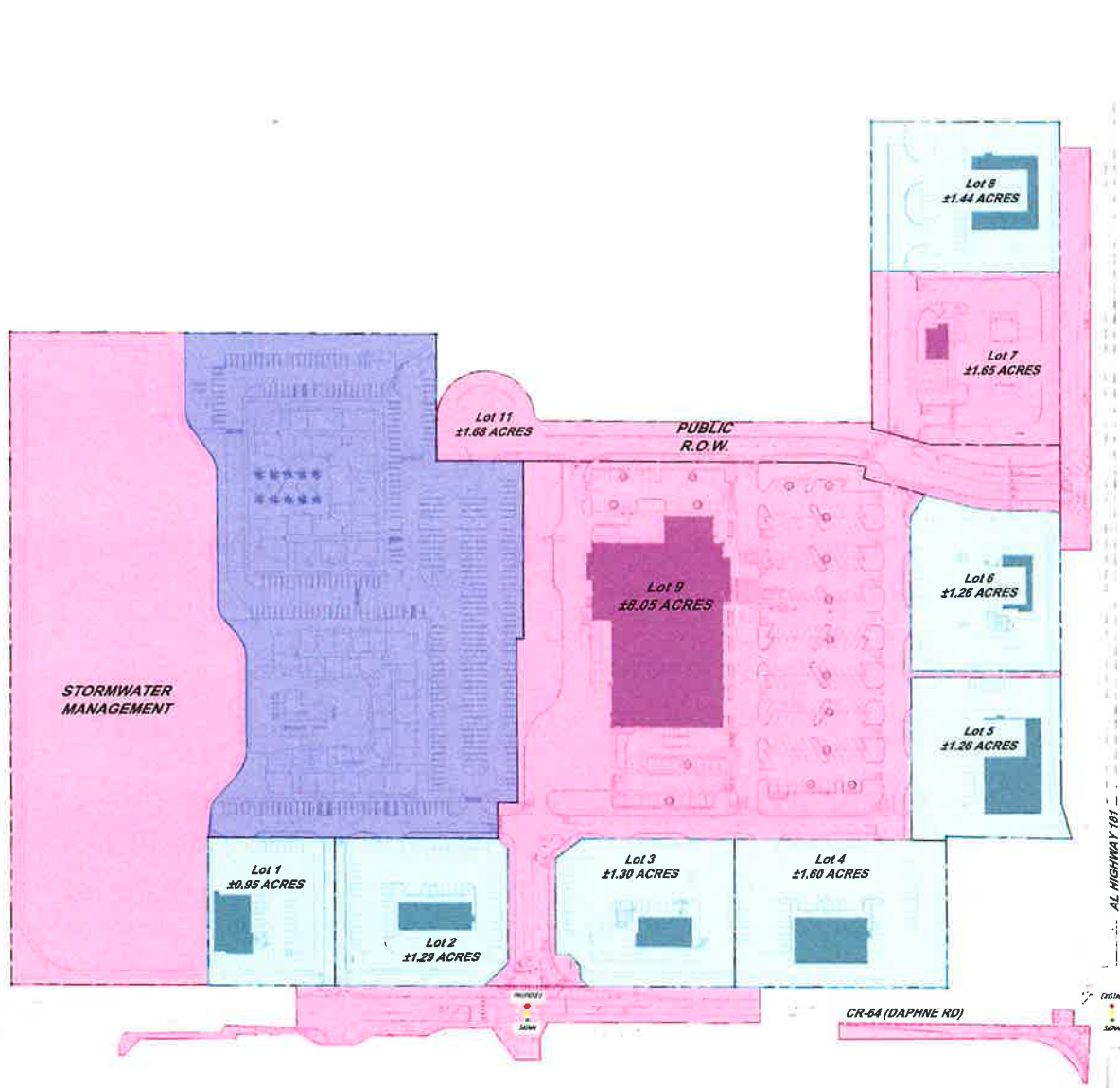
**ITALIAN VILLAGE AT DAPHNE**  
 MUNICIPALITY OF DAPHNE, ALABAMA

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - ENVIRONMENTAL ENGINEERING & SURVEYING  
 1000 PACIFIC AVENUE, SUITE 200  
 HOUSTON, ALABAMA 35894  
 WWW.GONZALEZ-STRONG.COM 800 LJA COMPANY

6/25/2019 2:05 PM

DWG. NO. 75-0648

PROJECT 75-0648



PHASING LEGEND

- PHASE 1
- PHASE 2
- PHASE 3

|                                                                                                                                |                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CONCEPTUAL PUD</b></p> <p><b>ITALIAN VILLAGE AT DAPHNE</b><br/>NW INTERSECTION OF CR 64 &amp; HWY 181<br/>DAPHNE, AL</p> | <p><b>GONZALEZ STRENGTH &amp; ASSOCIATES, INC.</b><br/>CIVIL &amp; TRANSPORTATION ENGINEERING - LAND SURVEYING - LAND PLANNING<br/>LANDSCAPE ARCHITECTURE - PRELIMINARY ENGINEERING &amp; SURVEYING<br/>1550 WOODBRIDGE DRIVE, SUITE 200<br/>ALBUQUERQUE, ALABAMA 35004<br/>WWW.GONZALEZSTRENGTH.COM<br/>an LIA company</p> |
| <p>DWG. NO.<br/>PROJECT<br/>25-0540</p>                                                                                        | <p>DATE<br/>REVISIONS<br/>DESCRIPTION<br/>BY<br/>CHKD<br/>APP'D</p>                                                                                                                                                                                                                                                         |

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2026-14**

**Ordinance to Pre-Zone Property Located Northwest of County Road 64 and  
Alabama Highway 181  
Jerry Volovecky and Louise Volovecky, Sr. Family Limited Partnership**

**WHEREAS**, Jerry Volovecky and Louise Volovecky, Sr. Family Limited Partnership, as the owners of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property currently zoned RA, Rural Agricultural in Baldwin County District 15, be pre-zoned as PUD, Planned United Development, district prior to annexation into the City of Daphne; and,

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

**Legal Description for Property to be Pre-Zoned:**

Lot 1-B according to the Amended and Restated Final Plat Replat of Lot 1 Volovecky Split Subdivision as recorded in Slide 2242340 in the Office of the Judge of Probate, Baldwin County, Alabama.

**WHEREAS**, at the regular Planning Commission meeting on March 26, 2026, the Commission considered said request and voted to set forth a favorable recommendation to the City Council to pre-zone the property PUD, Planned Unit Development, district; and,

**WHEREAS**, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on \_\_\_\_\_, 2026; and,

**WHEREAS**, the City Council of the City of Daphne, after due consideration and upon consideration of the recommendation and notes of the Planning Commission, deemed that said application for pre-zoning of the above described real property and as set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit "A" is proper and in the best interest of the health, safety, and welfare of the citizens of the City of Daphne, Alabama; and,

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

**SECTION I: ZONING**

That above described real property is hereby pre-zoned PUD, Planned Unit Development, district in the City of Daphne. Upon annexation of the property prior to the expiration of the pre-zoning as set forth in Section IV, the property shall be assigned the zoning district in accordance with the pre-zoning, and the zoning ordinance and zoning map shall be amended to reflect said zoning change. Should annexation not occur prior to the expiration of this pre-zoning as set forth in Section IV, this pre-zoning shall have no effect and the designation of a zoning district for the property shall be set forth in the annexation ordinance.

Until such time as the property is annexed into the City of Daphne, the property shall remain in the unincorporated area of Baldwin County and zoned in accordance with the Baldwin County Commission's zoning plan. The County's zoning for the property at the time the request for pre-zoning was submitted was RA, Rural Agricultural, Baldwin County District 15 Planning District.

## **SECTION II: REPEALER.**

All other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed.

## **SECTION III: SEVERABILITY.**

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence, or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of said Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence, and part thereof separately and independently of each other.

## **SECTION IV: EFFECTIVE AND EXPIRATION DATE.**

This Ordinance shall take effect after the date of its approval by the City Council of the City of Daphne and publication as required by law. Pursuant to Code of Alabama (1975) Section 11-52-85, the zoning of the subject property shall become effective upon the date the territory is annexed into the corporate limits. If any portion of the subject property is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law, this pre-zoning shall be null and void. Should the pre-zoning become null and void, the applicant may reapply for pre-zoning at any time as long as an annexation petition is pending.

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

---

**Robin LeJeune, Mayor**

**ATTEST:**

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**Cindy Beaudreau, City Clerk**



# **FINAL PLAT** **LOT 1-A AND LOT 1-B** **VOLOVECKY SPLIT SUBDIVISION** **COMMON LOT LINE SWAP** **EXEMPTION PLAT**

BEING A COMMON LOT LINE SWAP EXEMPTION PLAT FOR LOTS 1-A AND 1-B ACCORDING TO THE REPLAT OF LOT 1 VOLOVECKY SPLIT SUBDIVISION AS RECORDED IN SLIDE 000048-C IN THE OFFICE OF PROBATE BALDWIN COUNTY, ALABAMA AND BEING LOCATED IN THE EAST ONE-HALF OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

HCS ALONG STATE HIGHWAY 181 IS 66.5 FEET FROM THE CENTERLINE OF RIGHT OF WAY AT THE TIME OF RECORDING.

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

| LINK | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 89°23'00" W | 110.00   |

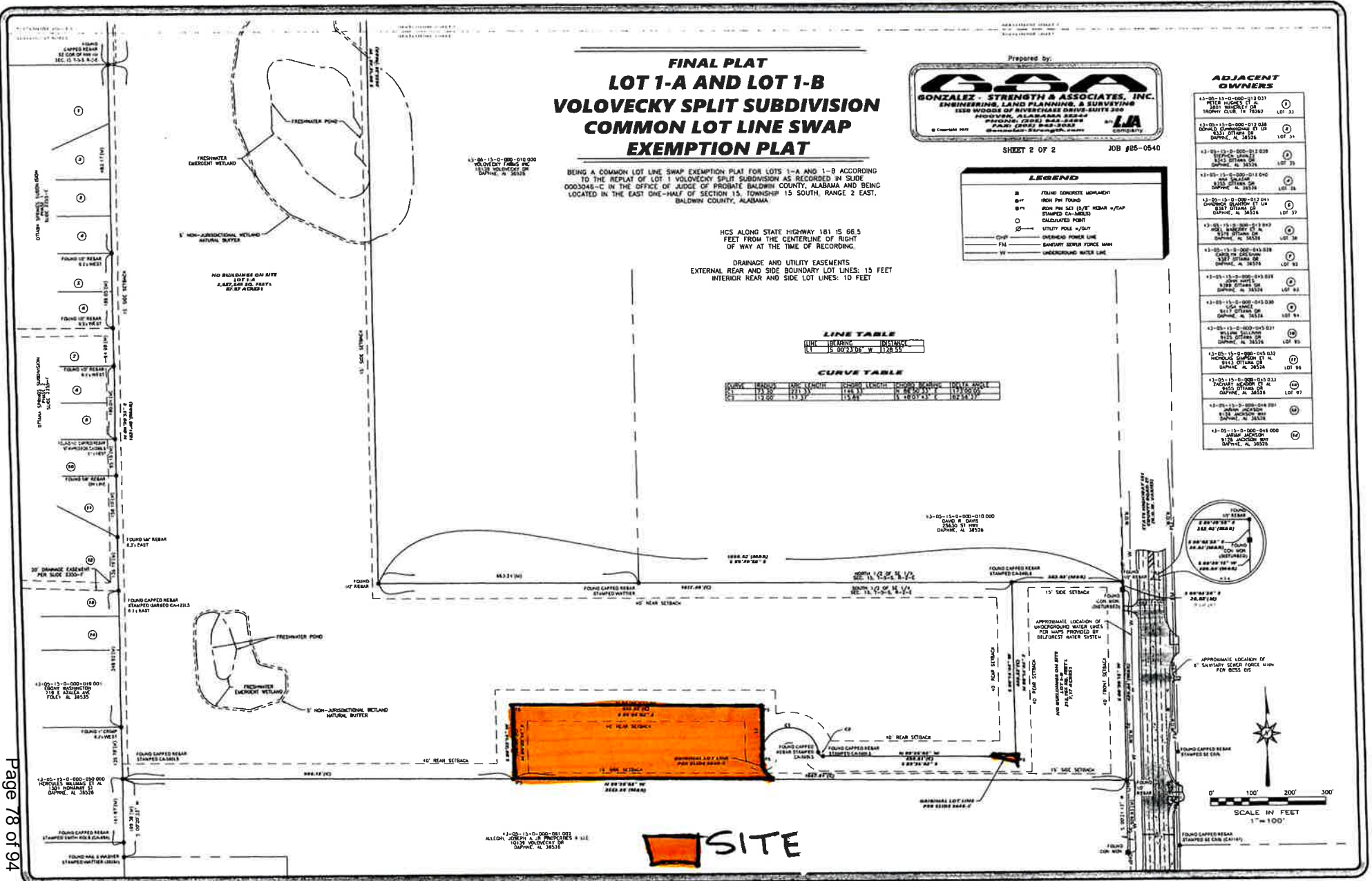
| CURVE | BEARING       | CHORD  | CHORD BEARING | CHORD DISTANCE | CHORD BEARING | CHORD DISTANCE |
|-------|---------------|--------|---------------|----------------|---------------|----------------|
| 1     | S 89°23'00" W | 110.00 | S 89°23'00" W | 110.00         | S 89°23'00" W | 110.00         |
| 2     | S 89°23'00" W | 110.00 | S 89°23'00" W | 110.00         | S 89°23'00" W | 110.00         |
| 3     | S 89°23'00" W | 110.00 | S 89°23'00" W | 110.00         | S 89°23'00" W | 110.00         |



SHEET 2 OF 2 JOB #25-0540

| SYMBOL | DESCRIPTION                        |
|--------|------------------------------------|
| —      | FOUND CONCRETE FOUNDATION          |
| —      | IRON PIPE FOUND                    |
| —      | IRON PIPE 30" (4" X 8" HCS) W/ CAP |
| —      | STAMPED CA-MARKS                   |
| —      | STANDARD POINT                     |
| —      | UTILITY POLE W/OUT                 |
| —      | OVERHEAD POWER LINE                |
| —      | SAFETY SLOPE FORCE MAIN            |
| —      | UNDERGROUND WATER LINE             |

| ADJACENT OWNERS                                                                   | LOT    |
|-----------------------------------------------------------------------------------|--------|
| 13-05-15-0-000-010 001<br>PETER WOLFE, JR.<br>1501 WILSON ST.<br>DAPHNE, AL 36526 | LOT 31 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 32 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 33 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 34 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 35 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 36 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 37 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 38 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 39 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 40 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 41 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 42 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 43 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 44 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 45 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 46 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 47 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 48 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 49 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA<br>1501 WILSON ST.<br>DAPHNE, AL 36526  | LOT 50 |



**SITE**



**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2026-15**

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

**Northwest of County Road 64 and  
Alabama Highway 181  
Jerry Volovecky and Louise Volovecky, Sr. Family Limited Partnership**

**WHEREAS**, on the 26<sup>th</sup> day of February, 2026, Jerry Volovecky and Louise Volovecky, Sr. Family Limited Partnership as the owners of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the “City”); and,

**WHEREAS**, said petition did contain an accurate description of the property to be annexed together with a map of the said territory showing its relationship to the corporate limits of the City of Daphne, Alabama, and the signatures of all owners of the property described; and,

**WHEREAS**, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on March 26, 2026, and the Commission set forth a favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and,

**WHEREAS**, after proper publication, a public hearing was held by the City Council on \_\_\_\_\_, 2026, concerning the petition for annexation.

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

**SECTION ONE:       ANNEXATION**

The City Council of the City of Daphne finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City and the citizens of the affected area to bring the property described in Section Three of this Ordinance into the corporate limits of the City, and has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *et seq.*, Code of Alabama (1975); effective on publication as required by Section 11-42-21, Code of Alabama (1975), as amended.

**SECTION TWO:       ZONING**

At the \_\_\_\_\_, 2026, regularly scheduled City Council meeting, Ordinance 2026 - \_\_\_\_ was adopted pre-zoning the said property as PUD, Planned Unit Development, district, with the apportionment of said zoning district to the subject property described therein.

### **SECTION THREE: DESCRIPTION OF TERRITORY**

The boundary lines of the City of Daphne are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Daphne and, in addition thereto, the following described property, to-wit:

#### **Legal Description for Annexation:**

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

### **SECTION FOUR: MAP OF PROPERTY**

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

### **SECTION FIVE: EFFECTIVE DATE AND PUBLICATION**

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

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

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

**ATTEST:**

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

# **FINAL PLAT** **LOT 1-A AND LOT 1-B** **VOLOVECKY SPLIT SUBDIVISION** **COMMON LOT LINE SWAP** **EXEMPTION PLAT**

BEING A COMMON LOT LINE SWAP EXEMPTION PLAT FOR LOTS 1-A AND 1-B ACCORDING TO THE REPLAT OF LOT 1 VOLOVECKY SPLIT SUBDIVISION AS RECORDED IN SLIDE 000048-C IN THE OFFICE OF PROBATE BALDWIN COUNTY, ALABAMA AND BEING LOCATED IN THE EAST ONE-HALF OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

HCS ALONG STATE HIGHWAY 181 IS 66.5 FEET FROM THE CENTERLINE OF RIGHT OF WAY AT THE TIME OF RECORDING.

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

| LINK | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | S 89°23'00" W | 110.00   |

| CURVE | BEARING       | CHORD  | CHORD BEARING | CHORD DISTANCE | CHORD BEARING | CHORD DISTANCE |
|-------|---------------|--------|---------------|----------------|---------------|----------------|
| 1     | S 89°23'00" W | 110.00 | S 89°23'00" W | 110.00         | S 89°23'00" W | 110.00         |
| 2     | S 89°23'00" W | 110.00 | S 89°23'00" W | 110.00         | S 89°23'00" W | 110.00         |
| 3     | S 89°23'00" W | 110.00 | S 89°23'00" W | 110.00         | S 89°23'00" W | 110.00         |



SHEET 2 OF 2 JOB #25-0540

| SYMBOL | DESCRIPTION                      |
|--------|----------------------------------|
| —      | FOUND CONCRETE FOUNDATION        |
| —      | IRON PIPE FOUND                  |
| —      | IRON PIPE 30" (4" E" HOLE) FOUND |
| —      | STAMPED CA-MARKS                 |
| —      | STAMPED POINT                    |
| —      | UTILITY POLE / TOWER             |
| —      | OVERHEAD POWER LINE              |
| —      | SAFETY SLOPE FORCE MAIN          |
| —      | UNDERGROUND WATER LINE           |

| ADJACENT OWNERS                                                                         | LOT    |
|-----------------------------------------------------------------------------------------|--------|
| 13-05-15-0-000-010 001<br>PETER WOLFEY, JR.<br>10000 CLUB, 14 75282<br>DAPHNE, AL 36526 | LOT 31 |
| 13-05-15-0-000-012 008<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 34 |
| 13-05-15-0-000-012 028<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 35 |
| 13-05-15-0-000-012 040<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 36 |
| 13-05-15-0-000-012 041<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 37 |
| 13-05-15-0-000-012 043<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 38 |
| 13-05-15-0-000-012 044<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 39 |
| 13-05-15-0-000-012 045<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 40 |
| 13-05-15-0-000-012 046<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 41 |
| 13-05-15-0-000-012 047<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 42 |
| 13-05-15-0-000-012 048<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 43 |
| 13-05-15-0-000-012 049<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 44 |
| 13-05-15-0-000-012 050<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 45 |
| 13-05-15-0-000-012 051<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 46 |
| 13-05-15-0-000-012 052<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 47 |
| 13-05-15-0-000-012 053<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 48 |
| 13-05-15-0-000-012 054<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 49 |
| 13-05-15-0-000-012 055<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 50 |
| 13-05-15-0-000-012 056<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 51 |
| 13-05-15-0-000-012 057<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 52 |
| 13-05-15-0-000-012 058<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 53 |
| 13-05-15-0-000-012 059<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 54 |
| 13-05-15-0-000-012 060<br>DANIELA CORREIA, JR.<br>6331 27TH AVE. SE<br>DAPHNE, AL 36526 | LOT 55 |

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2026-16**

**AN ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF  
THE CITY OF DAPHNE RELATING TO DAPHNE CITY PARK RULES AND  
REGULATIONS**

**WHEREAS**, the City of Daphne owns and maintains public parks and recreational facilities for the use and enjoyment of the public; and

**WHEREAS**, the City has an interest in ensuring that such facilities are used in a manner that protects public safety, preserves park resources, and accommodates recreational programming and other authorized uses; and

**WHEREAS**, from time to time, individuals and businesses seek to conduct commercial activities within City parks and recreational facilities; and

**WHEREAS**, Section 220 of the Constitution of Alabama of 1901 provides that no person or entity shall be permitted to use the streets or public places of a municipality for the operation of any private enterprise without first obtaining the consent of the proper municipal authorities; and

**WHEREAS**, the City Council finds that such commercial activities should occur only with prior approval of the City and in accordance with conditions established by the City to ensure compatibility with other uses of park facilities; and

**WHEREAS**, the City Council desires to amend Section 15-10(a) of the Code of Ordinances to clarify that unauthorized commercial activity, and failure to comply with City-imposed conditions on approved activities, constitutes a violation of the Code.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Daphne, Alabama, as follows:

**SECTION 1.            AMENDMENT TO SECTION 15-10(a)**

Section 15-10(a) of the Code of Ordinances of the City of Daphne, Alabama, is hereby amended to read as follows, with a new subsection (30):

*(a) General park rules.*

- (1) City parks will open at sunrise and close at sunset, with the exception of parks which have lighting specifically designed for night activities and not merely parking.
- (2) No alcoholic beverages are allowed in any parks.
- (3) No tobacco or electronic smoking devices are allowed in any park. Tobacco products include but are not limited to cigarettes, cigars, e-cigarettes, smokeless tobacco, chewing tobacco, snuff or vaping.

- (4) No person shall possess a weapon or discharge any weapon or explosive in a park or into a park from beyond the park boundaries to the maximum extent allowable by law.
- (5) No person shall deposit, drop or abandon garbage, rubbish, waste or any other kind of litter in or upon any waters or land within a park.
- (6) It shall be unlawful for any person to bring into, use or discard any glass beverage container, including any soft drink, beer, water bottles, drinking glasses or drinking cups made of glass and any and all similar beverage containers in any park.
- (7) Fires are allowed in cooking grills in designated areas only. Open “camp” fires, outside grills and personal grills are prohibited.
- (8) No person shall distribute or disseminate leaflets, pamphlets or other printed material or promotional materials, through the use of any mechanical device in a park for soliciting or advertising, except upon prior written consent of the city. No person shall carry on or conduct any business or service within a park without the prior written approval of the city.
- (9) All camping activities shall be confined to designated areas in a park with prior city approval.
- (10) Small tents are permitted, but must be secured to the ground. The use of stakes to secure a tent is prohibited.
- (11) Hitting golf balls at any city park is strictly prohibited.
- (12) No person shall launch, land or leave unattended any boat, canoe, raft or other watercraft upon any water, bay, lagoon, lake or pond within a park except at locations and times designated for that purpose. No person shall operate any watercraft in a designated swimming area or other prohibited area or in violation of Alabama State Law.
- (13) No person shall use any marine areas or marine facilities, including, but not limited to, boat launches, docks, piers, wharfs, landings, moorings, floats, or shorelines within the limits of a park for commercial purposes or for commercial watercraft. For purposes of this section, “commercial watercraft” shall mean and include any and all boats, houseboats, motorboats, yachts, cruisers, inflatables, barges, vessels, canoes, rafts, jet skis, wet bikes and/or any other watercraft that is self-propelled or designed to be propelled by the use of internal combustion engines or electric motors.
- (14) No person shall wade or swim within a park except at beaches designated for that purpose and then only between sunrise and sunset or at such hours as may be designated by the city.
- (15) No person shall be allowed to use and/or add bubbles or soap products to any splash pad. Balloons and animals are strictly prohibited at all splash pads.
- (16) No person shall fish in a park in violation of Alabama State Law or in any area designated as “no fishing”.

- (17) No person shall operate a bicycle except on designated bikeways and roadways in a park.
- (18) No person shall operate any motorized vehicle within a park except on roadways, parking areas, or other designated locations. The speed limit shall be fifteen (15) mph within the parks. For purposes of this rule, “motorized vehicle” shall mean and include any and all automobiles, motorcycles, all-terrain vehicles, whether two (2), three (3) or four (4) wheel; mobile trailers; trucks; truck tractors; semitrailers; trailers; and/or any other device that is self-propelled or drawn in, upon, or by which any person or property is or may be transported or drawn upon any trail, path, road, or highway.
- (19) No person shall launch, operate, or land within or upon any city park any remote-control airplane, unmanned aircraft system (i.e. “drone” or “quad-copter”), or other unmanned aerial device (excluding kites) unless authorized by prior written consent of the city, except that certain areas may be designated appropriate landing places for law enforcement or official government aviation equipment. Exempted from the restrictions of this provision are:
  - a. Any sports field located at Al Trione Sports Complex that is not otherwise occupied or in use; and
  - b. Any other fields (and the airspace immediately above such fields) approved for such purposes by the Daphne City Council.
- (20) Any person who obtains a special event permit may use a drone to photograph their special event in the park during the course of the event. For hobby or recreational use, unmanned aircraft, including but not limited to drones, quad-copters, and remote-control planes, may only occur on fields located at Al Trione Sports Complex that are not otherwise occupied or in use and any other fields approved for such purposes by the Daphne City Council. Operation of any unmanned aircraft must be done so as to not be flown within one hundred (100) feet of people, power lines, buildings, or light fixtures.
- (21) No person shall intentionally kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any species of wildlife within a park, except that fishing will be permitted in designated areas.
- (22) No person shall remove, leave or deposit any animal, living or dead, in a park, and any animal so taken or left will be considered contraband and subject to seizure and confiscation.
- (23) No person shall intentionally feed any species of wildlife within a park.
- (24) No person shall bring a dog, cat or other pet into a park unless caged or kept on a leash not more than six (6) feet in length. All dogs must be under the control and within sight of owners/custodians at all times. All owners/custodians are legally and financially responsible for their dog’s behavior. All users of the park do so at their own risk and assume all liability.

- (25) It shall be unlawful for any person to allow any dog, cat or other pet under his or her ownership, care, custody, or control to defecate in a park without removing the defecation to a proper trash receptacle.
- (26) No person shall allow any dog, cat or other pet under his or her ownership, care, custody, or control to disturb, annoy or harass any patrons of the park, wildlife, or other pets.
- (27) No person shall tether any animal to a tree or other plant. No person shall bring a dog, cat, or other pet into a park designated as an unauthorized area (playgrounds, athletic event parks).
- (28) Any person operating a food truck at any city park must do so in compliance with City Ordinance 2022-21, as it may be amended from time to time.
- (29) The following items are strictly prohibited at all city parks:
  - a. Any inflatable devices, including but not limited to bounce houses and water slides.
  - b. Metal detectors.
  - c. Any glass bottle or glass container.
- (30) No person, firm, or entity shall conduct or engage in any commercial activity within any City park or recreational facility except with the prior written approval of the City. Any approved commercial activity shall be subject to all conditions imposed by the City, including but not limited to restrictions on location, scheduling, and manner of use. Failure to obtain such approval, or failure to comply with any conditions imposed by the City, shall constitute a violation of this section.

## **SECTION 2.            INCORPORATION IN THE CODE OF ORDINANCES.**

The provisions of this Ordinance shall be included in and incorporated in the Code of Ordinances of Daphne, Alabama, as an addition or amendment thereto, and shall be renumbered, if appropriate, to conform to the uniform numbering system of the Code.

## **SECTION 3.            SEVERABILITY.**

The provisions, sections, paragraphs, sentences, clauses, phrases, and parts thereof of this Ordinance are severable, and if any provision, section, paragraph, sentence, clause, phrase, or part thereof of this Ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, then such ruling shall not affect any other provision, section, paragraph, sentence, clause, phrase, or part thereof, since the same would have been enacted by the Council without the incorporation of any such unconstitutional or invalid provision, section, paragraph, sentence, clause, phrase, or part thereof.

## **SECTION 4.            EFFECTIVE DATE.**

This Ordinance shall become effective upon its adoption and publication as provided by law.

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

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

**ATTEST:**

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



**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2026-17**

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

**WHEREAS**, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on April 23, 2026, favorably recommended to the City Council of the City of Daphne certain amendments to the Daphne Land Use and Development Ordinance / Zoning District Map approved and adopted by Ordinance No. 2011-54, referenced in Appendix H “Exhibit A” thereof, and amended by Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12, Ordinance 2020-28, Ordinance 2022-20, Ordinance 2022-51, Ordinance 2023-44, Ordinance 2024-18, Ordinance 2024-42, Ordinance 2025-12;. Ordinance 2026-01 and

**WHEREAS**, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance No. 2026-01; and

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

**WHEREAS**, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on June 15, 2026; and

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

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

**SECTION I: ZONING DISTRICT MAP**

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

**SECTION II: REPEALER**

Ordinance No. 2011-54, Appendix H “Exhibit A”, Ordinance No. 2016-69, Ordinance No. 2017-49, Ordinance No. 2018-02, Ordinance 2018-27, Ordinance 2019-19, Ordinance 2020-12, Ordinance 2020-28, Ordinance 2022-20, Ordinance 2022-51, Ordinance 2023-44, Ordinance 2024-18, Ordinance 2024-18 and Ordinance 2025-12, Ordinance 2026-01 are hereby repealed, and any Ordinance(s), parts of Ordinance(s) or Resolution(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

**SECTION III: EFFECTIVE DATE**

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

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

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

**ATTEST:**

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

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2026 - 18**

**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 I, LLC; Joseph A. Allegri Jr Properties II, LLC; Jerry  
and Louise Volovecky Sr. Family Limited Partnership**

**WHEREAS**, on the 18<sup>th</sup> day of November, 2025, Joseph A. Allegri Jr Properties II, LLC, Jerry and Louise Volovecky Sr. Family Limited Partnership as the owners of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the “City”); and

**WHEREAS**, said petition did contain an accurate description of the property to be annexed together with a map of the said territory showing its relationship to the corporate limits of the City of Daphne, Alabama, and the signatures of the owners of the property described; and

**WHEREAS**, subsequent to the filing of said petition, an additional record owner of a portion of the property, Joseph A. Allegri Jr Properties I, LLC, has executed a Joinder and Ratification of the petition for annexation, which is on file with the City Clerk; and

**WHEREAS**, the City Council previously considered and adopted an annexation ordinance for the Property, which was not recorded, and the City Council now desires to re-adopt the annexation to ensure full compliance with applicable law; and

**WHEREAS**, after proper publication, a public hearing was held by the City Council on \_\_\_\_\_, 2026, concerning the petition for annexation.

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

**SECTION ONE:     ANNEXATION**

The City Council of the City of Daphne finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City and the citizens of the affected area to bring the property described in Section Three of this Ordinance into the corporate limits of the City, and has further determined that all legal requirements for annexing said real property have been satisfied, including the consent of all record owners, pursuant to Sections 11-42-20 through 11-42-24, *et seq.*, Code of Alabama (1975); effective on publication as required by Section 11-42-21, Code of Alabama (1975), as amended. The Joinder and Ratification executed by Joseph A. Allegri Jr Properties I, LLC is incorporated herein by reference and made a part of the record of this annexation.

## **SECTION TWO: ZONING**

At its April 6, 2026 meeting, the City Council adopted Ordinance 2026-07 pre-zoning the property described herein as PUD (Planned Unit Development).

## **SECTION THREE: DESCRIPTION OF TERRITORY**

The boundary lines of the City of Daphne are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Daphne and, in addition thereto, the following described property, to-wit:

### **Legal Description for Annexation:**

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

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

Lot 1-B, Replat of Volovecky Split Subdivision, according to the plat thereof, as recorded on Slide 0003046-C in the Office of the Judge of Probate of Baldwin County, Alabama.

## **SECTION FOUR: MAP OF PROPERTY**

The property hereby annexed into the City of Daphne, Alabama, as described in Section Three of

this Ordinance, is set forth on a map of the property attached hereto and made a part of this Ordinance as **Exhibit A** showing its relationship to the corporate limits of the City of Daphne.

#### **SECTION FIVE: EFFECTIVE DATE AND PUBLICATION**

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

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

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

**ATTEST:**

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

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2026-19**

**AN ORDINANCE AMENDING THE CITY OF DAPHNE’S  
GARBAGE COLLECTION ORDINANCE NO. 2017-59, AS CODIFIED IN CHAPTER  
12, ARTICLE III, DAPHNE CODE OF ORDINANCES**

**WHEREAS**, Ordinance 2017-59 established regulations governing the collection of garbage in the City of Daphne (the “City”), and those regulations are codified in Article III of Chapter 12 of the Daphne Code of Ordinances, as previously amended; and

**WHEREAS**, the City Council finds that the orderly and efficient collection of garbage is necessary to protect the public health, safety, and welfare of the residents of the City of Daphne; and

**WHEREAS**, the City desires to update its garbage collection regulations to reflect current solid waste collection practices, including the use of City-approved semi-automated receptacles and related placement requirements; and

**WHEREAS**, the City Council further finds that clarification of the City’s garbage receptacle requirements, collection placement deadlines, and related operational rules will assist residents, City staff, and collection personnel in the consistent administration and enforcement of the Garbage Collection Ordinance; and

**WHEREAS**, the City Council therefore finds it necessary and appropriate to amend Division 1, Article III, Chapter 12 of the Daphne Code of Ordinances, commonly referred to as the City’s Garbage Collection Ordinance, to promote efficient garbage collection and continued protection of public health and safety.

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

**SECTION 1.            AMENDMENT TO ORDINANCE 2017-59, SECTION II  
(CHAPTER 12, ARTICLE III, DIVISION 1, SEC. 12-31) –  
DEFINITIONS**

Section I of Ordinance 2017-59, as codified at Section 12-31 of Division 1, Article III, Chapter 12 of the Daphne Code of Ordinances, is hereby amended by repealing and replacing the definition of “Garbage receptacle” in its entirety with the following:

*Garbage receptacle.* The term “garbage receptacle” shall mean a container provided by the City of Daphne and approved for use as a garbage container, consisting of either (a) a sixty-four (64) gallon semi-automated receptacle, or (b) a ninety-six (96) gallon semi-automated receptacle.

**SECTION 2.**                    **AMENDMENT TO ORDINANCE 2017-59, SECTION III  
(CHAPTER 12, ARTICLE III, DIVISION 1, SEC. 12-33) –  
REQUIREMENTS FOR GARBAGE REMOVAL**

Section III of Ordinance 2017-59, as codified at Section 12-33 of Division 1, Article III, Chapter 12 of the Daphne Code of Ordinances, is hereby amended by repealing and replacing subsections (a) and (d) in their entirety with the following:

- (a) *Residential*. All residents and occupants of residential units in Daphne, Alabama, shall be required to have accumulations of garbage removed and disposed of by: (1) the City of Daphne Solid Waste Department or a contractor to whom the City of Daphne has granted a franchise, (2) transporting to approved bulk containers or approved disposal sites, or (3) obtaining a permit from the health department to transport to a landfill. The City of Daphne will provide an initial ninety-six (96) gallon semi-automated or sixty-four (64) gallon semi-automated garbage receptacle.
- (b) ...
- (c) ...
- (d) *Placement*. All garbage must be placed at the curbside within six (6) feet of the street no later than midnight preceding the scheduled collection day. No garbage shall be placed at the curbside more than twenty-four (24) hours prior to the day scheduled for pick up. If trash and garbage are scheduled for collection on the same day, materials should be neatly placed in separate areas of the curbside. Containers shall be removed from the curbside within twelve (12) hours after collection has occurred. Any garbage receptacle placed that does not follow these guidelines may not be collected. Please note that your collection time may vary from day to day.

**SECTION 3.**                    **AMENDMENT TO ORDINANCE 2017-59, SECTION IV  
(CHAPTER 12, ARTICLE III, DIVISION 1, SEC. 12-34) –  
PREPARATION AND RECEPTACLE REQUIREMENTS**

Section IV of Ordinance 2017-59, as codified at Section 12-34 of Division 1, Article III, Chapter 12 of the Daphne Code of Ordinances, is hereby amended by repealing and replacing subsections (b) and (c) in their entirety with the following:

- (a) ...
- (b) *Location of receptacles; residential*. Garbage receptacles shall be placed at ground level, within six (6) feet from the roadway on the property of the residential unit or commercial establishment which has accumulated the garbage, and shall not be kept upon city, county, or public property or neighboring property not in the ownership or tenancy of the person by whom the garbage is accumulated, whether such neighboring property be vacant or improved except that it may be kept on the city right-of-way. In the case of multiple garbage receptacles, each garbage receptacle shall be placed at least four (4) feet from any other garbage receptacle. Such placement of garbage receptacles shall be easily accessible to the code enforcement officer for inspection and to employees of the contractor for collection.
  - (1) Garbage shall be neatly placed so as to allow convenient passage of persons and vehicles on the roadway. At no time shall a receptacle or garbage be placed in a street, drainage ditch, storm drain, or gutter, nor should it be placed near trees, power lines, street signs, or near utility, cable, or telephone equipment. If garbage

is placed near service equipment and damage occurs to said equipment due to collection efforts, the property owner shall be responsible for all necessary repairs or replacements.

- (2) Ownership of and responsibility for garbage material shall remain with the producer until collected.

(c) *Minimum receptacle specifications.*

- (1) *Receptacles required.* All garbage must be placed in bags and the bags placed in garbage receptacles as defined herein. Such receptacles shall be in sufficient number to hold all garbage produced between regular collections.
- (2) *Commercial receptacle exceptions.* Garbage from commercial establishments may be stored or collected in a container designed for mechanical pickup provided that such container and the location of such container have been approved by the code enforcement officer.
- (3) *Improper receptacles.* Any container used for the collection or storage of garbage failing to meet the requirements of this section shall be clearly marked or identified by a code enforcement officer, which marking or identification shall legibly specify in what manner the container fails to meet the requirements of garbage receptacles. Any container so tagged must be replaced with an acceptable garbage receptacle within five (5) days after notification by the code enforcement officer. The City will not be responsible for collecting garbage that is not properly prepared and placed in approved garbage receptacles.

(d) ...

**SECTION 4. 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 5. SURVIVAL AND REPEALER**

All other provisions of Ordinance 2017-59 not amended or repealed by this Ordinance remain in full effect. All other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed to the extent of such conflict.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall be effective upon its due adoption by the City Council and publication as required by law.

**ADOPTED AND APPROVED on this \_\_\_\_ day of \_\_\_\_\_, 2026.**

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

**ATTEST:**

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