

**CITY OF DAPHNE**  
**1705 MAIN STREET, DAPHNE, AL**  
**CITY COUNCIL BUSINESS MEETING AGENDA**  
**DECEMBER 19, 2016**

**1. CALL TO ORDER**

**2. ROLL CALL**

**INVOCATION** / Pastor Timothy Clark with Celebration Church  
**PLEDGE OF ALLEGIANCE**

**3. APPROVE MINUTES:** Council meeting minutes / December 5, 2016

Council Work Session Minutes / December 12, 2017

**PRESENTATION:** S.E.E.D.S. / Presentation of checks to Principals and Teachers

**PUBLIC HEARING:**

- 1. Rezoning:** John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley
- Location: Southwest Intersection of County Road 13 and U.S. Highway 90
- Present Zoning: R-3, High Density Single Family Residential District
- Requested Zoning: B-3, Professional Business, B-2, General Business District, B-2(A) General Business Alternate District, R-7(T), Townhouse District and R-7(A), Apartment District; and GC, Golf Course District
- Recommendations: Unanimous favorable recommendation to rezone from R-3 to B-2, General Business District (23.9 acres), B-2(A) General Business Alternate District (11.70 acres) and GC, Golf Course District (4.69 ac). 7 to 0 vote
- Unfavorable recommendation to rezone 0.411 acres from R-3 to B-3, Professional Business. 6 to 1 vote Favorable recommendation to rezone 12.06 acres R-7(T), Townhouse District, with a condition that there shall be a minimum seventy foot (70-ft) wide building setback along the west boundary of said R-7(T) District. 6 to 1 vote
- Favorable recommendation to rezone 24.95 acres R-7(A), Apartment District, with a condition that there shall be a minimum one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District. 6 to 1 vote
- 2. Pre-Zoning:** John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley
- Location: Southwest Intersection of County Road 13 and U.S. Highway 90
- Present Zoning: Un-zoned
- Requested Zoning: B-2, General Business District, B-2(A) General Business Alternate District, GC, Golf Course District and R-7(A), Apartment District prior to annexing into the City of Daphne

Recommendation: Unanimous favorable recommendation to pre-zone to B-2, General Business District, B-2(A) General Business Alternate District and GC, Golf Course District . 7 to 0 vote

Favorable Recommendation to pre-zone to R-7(A), Apartment District, with a condition that there shall be a minimum one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District. 6 to 1 vote

#### 4. REPORTS OF STANDING COMMITTEES:

##### A. FINANCE COMMITTEE / Rudicell

Review minutes / December 12<sup>th</sup>

##### Ordinances:

- a.) Appropriation of Funds: Emergency Repairs for City Facilities & Equipment / **Ordinance 2016-76**
- b.) Additional Appropriation of Funds for: Adaptive Utility Cost (*ALDOT CE&I Direct Overhead Cost*) for ALDOT Project: Access improvements through Signalization and Service Roads on US Highway 98 between County Road 64 and Vann Avenue – City **Match / Ordinance 2016-77**
- c.) Appropriation of Funds: FY2017 New Police Personnel Equipment / **Ordinance 2016-78**
- d.) Appropriation of Funds: Replace Police Vehicle (*Totaled*) / **Ordinance 2016-79**
- e.) Appropriation of Funds: Daphne Sports Complex Timber Removal Fees / **Ordinance 2016-80**

##### Resolutions:

- a.) Bid Award: Monitoring Services for Disaster Debris Removal / Volkert, Inc. / **Resolution 2016-93**
- b.) Bid Award: 2017-C-FD/Breathable Air Compressor / Nafeco, Inc. / **Resolution 2016-94**
- c.) SAPA: 2016-05-Cellular Telephone Service & Related Equipment / **Resolution 2016-95**

**MOTION:** To table the discussion of leasing equipment to further evaluate purchasing verses Leasing

##### Financial Reports:

- Treasurers Report / November 2016
- Sales & Use Tax Collections / October 2016
- Lodging Tax Collections / October 2016

##### B. BUILDINGS & PROPERTY COMMITTEE: LeJeune

Review minutes / December 5<sup>th</sup>

##### C. PUBLIC SAFETY COMMITTEE: Davis

Review minutes / November 21<sup>st</sup>

##### D. CODE ENFORCEMENT / ORDINANCE COMMITTEE:

##### E. PUBLIC WORKS COMMITTEE: Coleman

**5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:****A. BOARD OF ZONING ADJUSTMENTS:** Adrienne Jones**B. DOWNTOWN REDEVELOPMENT AUTHORITY:** Conaway**C. INDUSTRIAL DEVELOPMENT BOARD:** Davis

There are two (2) vacancies on the IDB

**D. LIBRARY BOARD:** Rudicell**E. PLANNING COMMISSION:** Scott**F. RECREATION BOARD:** LeJeune**G. UTILITY BOARD:** LeJeune**6. MAYOR'S REPORT****7. CITY ATTORNEY REPORT****8. DEPARTMENT HEAD REPORTS****9. CITY CLERK'S REPORT**

a.) Events Permit / Mardi Gras Parade / Shadow Barons / February 25, 2017 / Rain Date -  
February 26, 2017

b.) Council Retreat

**10. PUBLIC PARTICIPATION****11. RESOLUTIONS & ORDINANCES****RESOLUTIONS:**

a.) **2016-93.**.....Bid Award: 2017-B-Monitoring Services for Disaster Debris  
Removal / Volkert, Inc.

b.) **2016-94.**..... Bid Award: 2017-C-FD/Breathable Air Compressor

c.) **2016-95.**..... SAPA: 2016-95 Cellular Telephone Service & Related Equipment

**ORDINANCES:****NO 2<sup>ND</sup> READ ORDINANCES****1<sup>ST</sup> READ**

a.) **Ordinance 2016-76.**.....Appropriation of Funds: Emergency Repairs for City  
Facilities & Equipment

b.) **Ordinance 2016-77.**..... Additional Appropriation for Adaptive Utility Cost (*ALDOT  
CE&I Direct Overhead Cost*) for ALDOT Project: Access  
Improvements through Signalization and Service Roads on

US Highway 98 Between County Road 64 & Van Avenue / City Match

- d.) Ordinance 2016-78. .... FY 2017 New Police Personnel Equipment**
- e.) Ordinance 2016-79. .... Replace Police Vehicle**
- f.) Ordinance 2016-80. .... Appropriation of Funds: Daphne Sports Complex Timber Removal Fees**
- g.) Ordinance 2016-81. .... Rezone: Property Located at the Southwest Intersection of County Road 13 & US Highway 90 / John White-Spunner, Blacksher White Spinner, Rollins Tindell, Jr., Marl Cummings and Sean Coley**
- h.) Ordinance 2016-82. .... Pre-Zone: Property Locater at the Southwest Intersection of County Road 13 and US Highway 90 / John White-Spuner, et al**

**12. COUNCIL COMMENTS**

**13. ADJOURN**



**CITY OF DAPHNE  
CITY COUNCIL**

**ROLL CALL**

**CITY COUNCIL:**

|                                |                    |                   |
|--------------------------------|--------------------|-------------------|
| <b>COUNCILWOMAN CONAWAY</b>    | <b>PRESENT____</b> | <b>ABSENT____</b> |
| <b>COUNCILMAN RUDICELL</b>     | <b>PRESENT____</b> | <b>ABSENT____</b> |
| <b>COUNCILMAN COLEMAN</b>      | <b>PRESENT____</b> | <b>ABSENT____</b> |
| <b>COUNCILMAN GOODLIN</b>      | <b>PRESENT____</b> | <b>ABSENT____</b> |
| <b>COUNCILMAN LEJEUNE</b>      | <b>PRESENT____</b> | <b>ABSENT____</b> |
| <b>COUNCILWOMAN DAVIS</b>      | <b>PRESENT____</b> | <b>ABSENT____</b> |
| <b>COUNCIL PRESIDENT SCOTT</b> | <b>PRESENT____</b> | <b>ABSENT____</b> |

**MAYOR:**

|                      |                    |                   |
|----------------------|--------------------|-------------------|
| <b>MAYOR HAYGOOD</b> | <b>PRESENT____</b> | <b>ABSENT____</b> |
|----------------------|--------------------|-------------------|

**CITY CLERK:**

|                      |                    |                   |
|----------------------|--------------------|-------------------|
| <b>REBECCA HAYES</b> | <b>PRESENT____</b> | <b>ABSENT____</b> |
|----------------------|--------------------|-------------------|

**CITY ATTORNEY:**

|                 |                    |                   |
|-----------------|--------------------|-------------------|
| <b>JAY ROSS</b> | <b>PRESENT____</b> | <b>ABSENT____</b> |
|-----------------|--------------------|-------------------|

**1. CALL TO ORDER:**

There being a quorum present Council President Scott called the meeting to order at 6:30 p.m.

**2. ROLL CALL**

**COUNCIL MEMBERS PRESENT:** Tommie Conaway; Pat Rudicell; Joel Coleman; Doug Goodlin; Ron Scott; Robin LeJeune; Joe Davis.

**Also Present:** Mayor Haygood; Rebecca Hayes, City Clerk; Jenny White, Assistant City Clerk; Jay Ross, City Attorney; Patrick Dungan, City Attorney; James White, Fire Chief; Margaret Thigpen, Civic Center Director; Adrienne Jones, Planning Director; Kelli Kichler, Finance Director/Treasurer; David Carpenter, Police Chief; Vickie Hinman, HR Director; David McKelroy, Recreation Director; Richard Johnson, Public Works Director; Tonja Young, Library Director; Kim Sparks, Building Inspection; Al Guarisco, Village Point Foundation; Dorothy Morrison, Beautification Committee; Downtown Redevelopment Authority; Don Ouellette, Environmental Advisory Committee; Willie Robison, BZA.

Absent: Richard Merchant, Building Official.

**INVOCATION/PLEDGE OF ALLEGIANCE:**

Pastor Josh Sullivan with City Hope Church gave the invocation.

**3. APPROVE MINUTES:**

There being no corrections to the November 21, 2016 council meeting minutes they stand approved as written.

**4. REPORT OF STANDING COMMITTEES:**

**A. *FINANCE COMMITTEE* – Rudicell**

The next meeting will be Monday at 4:30 p.m.

**B. *BUILDINGS & PROPERTY COMMITTEE* – LeJeune**

The committee met today. Councilman LeJeune thanked Councilman Coleman, Councilwoman Conaway and Councilman Davis for stepping up to be on the Bayfront property team.

**C. *PUBLIC SAFETY COMMITTEE* – Davis**

The next meeting will be December 19<sup>th</sup> at 4:30 p.m.

**D. *CODE ENFORCEMENT/ORDINANCE COMMITTEE* – Goodlin**

The minutes for the November 21<sup>st</sup> meeting are in the packet, and the next meeting will be December 19<sup>th</sup> at 5:30 p.m.

**E. *PUBLIC WORKS COMMITTEE* – Coleman**

The committee met today and discussed projects that are going on in the city. The minutes for the October 3<sup>rd</sup> meeting are in the packet along with the October 5<sup>th</sup> Beautification and October 24<sup>th</sup> Environmental Advisory Committee minutes.

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

**A. *Board of Zoning Adjustments* – Adrienne Jones**

There was one application approved for Jason Malbis Blvd.

**B. *Downtown Redevelopment Authority* – Conaway**

The next meeting will be December 15<sup>th</sup> at the East Shore Café at 12:00 p.m.

**C. Industrial Development Board – Phillips**

The minutes for the November 28<sup>th</sup> meeting are in the packet. The board is moving forward with the DISC project by choosing a grant consultant firm. There are two (2) openings for members if anyone is interested send a resume to the City Clerk.

**D. Library Board – Rudicell**

No report.

**E. Planning Commission – Scott**

The October 27<sup>th</sup> minutes and the staff report for the November 15<sup>th</sup> meeting are in the packet.

**MOTION BY Councilman LeJeune to set a Public Hearing for January 3, 2017 and approve advertising to consider:**

- 1. Pre-zoning:** Bertolla Properties, LLC  
**Location:** Northwest Corner of Alabama State Highway 181 and Milton Jones Road  
**Present Zoning:** B-2, Neighborhood Business District  
**Requested Zoning:** B-3, Professional Business District prior to annexing into the City of Daphne  
**Recommendation:** Unanimous Favorable / to pre-zone to B-3, Professional Business District  
7/0 vote
- 2. Annexation:** Bertolla Properties, LLC  
**Location:** Northwest Corner of Alabama State Highway 181 and Milton Jones Road  
**Recommendation:** Unanimous Favorable / 7/0 vote
- 3. Annexation:** John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley  
**Location:** Southwest Intersection of County Road 13 and U.S. Highway 90  
**Recommendation:** Unanimous Favorable / 7/0 vote
- 4. Amend the Land Use and Development Ordinance / Olde Towne District / Article 14-11 Signage, adding Menu-Type Signs.**  
**Recommendation:** Unanimous Favorable / 7/0 vote

**Seconded by Councilman Davis.**

**MOTION CARRIED UNANIMOUSLY**

**F. RECREATION - LeJeune**

The Park Planning Team minutes for November 9<sup>th</sup> are in the packet. There is an ordinance regarding the project under ordinances.

**G. Utility Board – LeJeune**

The October 26<sup>th</sup> minutes are in the packet. Councilman LeJeune reported that at the meeting the board gave special thanks to Randy Fry for his service on the board. There will not be a meeting in December.

**6. MAYOR'S REPORT**

Mayor Haygood reported that the Christmas tree lighting was a great event, and he thanked all the employees for their part in making it a success.

**7. CITY ATTORNEY REPORT:**

Mr. Ross requested that council call an Executive Session at the end of the meeting.

**8. DEPARTMENT HEAD COMMENTS:**

**James White – Fire Chief** – reported that the Governor lifted the Burn Ban.

**David Carpenter – Police Chief** – reminded everyone that because of the holidays to make sure to put all packages in the trunk of their cars.

**David McKelroy – Recreation Director** – reported that there will be a movie and snow at Lott Park on the 16<sup>th</sup>, and he gave the sports report.

**Tonja Young – Library Director** – reported that the Christmas tree is up at the Library. She said that everyone can purchase a brick for the porch addition. She said that they have raised \$10,000 of the needed \$50,000.

**Richard Johnson – Public Works Director** - reported that the White's home has been demolished and will finish the grading tomorrow and plant the grass.

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

No report.

**10. PUBLIC PARTICIPATION**

**Mrs. Ruth Seawell – 810 Pinewood Court** – spoke regarding the city guaranteeing the loan for the Daphne Strike Club to purchase the property next to Trione Sports Complex.

**Mr. Jaehne – Bellaton** – spoke regarding the adoption of Ordinance 2016-62 at the last council meeting. He is concerned about the process being flawed, and not taking into consideration the concerns of the citizens in the community and needs to be fixed. He asked how do they become connected to the city, and would like to work together to make the city safe.

**Mr. John Lake – 110 Paige Circle** – spoke regarding adding items to the work session agenda when they were not on the agenda, and that council needs to let people speak when they are affected by decisions made by the council.

**11. RESOLUTIONS & ORDINANCES:**

**RESOLUTIONS:**

- a.) **2016-91.....** Authorize the Application for the State of Alabama's Fiscal Year 2017 Transportation Alternative Program Grant for Park Drive & Pollard Road Sidewalks
- b.) **2016-92.....** Acceptance of Streets and Drainage Located in the Caroline Woods Subdivision, Phase Two C & Two D

- a.) **Resolution 2016-91.** . . . . . Authorize the Application for the State of AL Fiscal Year 2017 Transportation Alternative Program Grant for Park Drive & Pollard Road Sidewalks
- b.) **Resolution 2016-92.** . . . . . Acceptance of Streets & Drainage Located in the Caroline Woods Subdivision, Phase Two C & Two D

**MOTION BY Council Rudicell to waive the reading of Resolutions 2016-91. *Seconded by Councilwoman Conaway.***

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilman Rudicell to adopt Resolution 2016-91. *Seconded by Councilwoman Conaway.***

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilman Rudicell to waive the reading of Resolution 2016-92. *Seconded by Councilwoman Conaway.***

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilman Rudicell to adopt Resolution 2016-92. *Seconded by Councilwoman Conaway.***

**MOTION CARRIED UNANIMOUSLY**

**ORDINANCES:**

**2<sup>ND</sup> READ**

- a.) **Ordinance 2016-71** . . . . .2016 Community Development Block Grant (CDBG) for: Sewer Hookups in the Whispering Pines & Pollard Road Community
- b.) **Ordinance 2016-72** . . . . .Federal Emergency Management Agency (FEMA): Hazard Mitigation Grant Program (HMGP) Disaster Assistance: Teri Lynn Platt c/o Teri Lynn Dyess, 118 Lakeview Loop, Lot 8 – Unit 21 Lake Forest
- c.) **Ordinance 2016-73.** . . . . .One-Time Lump Sum Pay Adjustment
- d.) **Ordinance 2016-74.** . . . . .Mowing Vehicle Replacement Appropriation
- e.) **Ordinance 2016-75.** . . . . .Appropriation for Supplemental Landscape & Architecture Aesthetics for the Recreational Facilities

- a.) **Ordinance 2016-71** . . . . . 2016 Community Development Block Grant (CDBG) for: Sewer Hookups in the Whispering Pines & Pollard Road Community
- b.) **Ordinance 2016-72** . . . . . Federal Emergency Management Agency (FEMA): Hazard Mitigation Grant Program (HMGP) Disaster Assistance: Teri Lynn Platt c/o Teri Lynn Dyess, 118 Lakeview Loop, Lot 8 – Unit 21 Lake Forest
- c.) **Ordinance 2016-73** . . . . . One-Time Lump Sum Pay Adjustment
- d.) **Ordinance 2016-74** . . . . . Mowing Vehicle Replacement Appropriation
- e.) **Ordinance 2016-75** . . . . . Appropriation for Supplemental Landscape & Architecture Aesthetics for the Recreational Facilities

**MOTION BY Councilwoman Conaway to waive the reading of Ordinance 2016-71. Seconded by Councilman Rudicell.**

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilwoman Conaway to adopt Ordinance 2016-71. Seconded by Councilman Rudicell.**

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilwoman Conaway to waive the reading of Ordinance 2016-72. Seconded by Councilman LeJeune.**

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilwoman Conaway to adopt Ordinance 2016-72. Seconded by Councilman LeJeune.**

**MOTION BY Councilman Rudicell to amend Ordinance 2016-72 to read “not to exceed \$12,000 in kind labor provided by the city”. Seconded by Councilman Goodlin.**

**AYE Conaway, Rudicell, Coleman, Goodlin, LeJeune, Scott**

**NAY Davis**

**MOTION CARRIED**

**VOTE ON ORIGINAL MOTION AS AMENDED**

**AYE Conaway, Rudicell, Coleman, Goodlin, LeJeune, Scott**

**NAY Davis**

**MOTION CARRIED**

**MOTION BY Councilman LeJeune to waive the reading of Ordinance 2016-73. Seconded by Councilman Rudicell.**

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilman Rudicell to adopt Ordinance 2016-73. Seconded by Councilman Davis.**

**MOTION BY Councilman Rudicell to waive the reading of Ordinance 2016-74 and Ordinance 2016-75. Seconded by Councilwoman Conaway.**

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilman LeJeune to adopt Ordinance 2016-74. Seconded by Councilman Rudicell.**

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilman LeJeune to adopt Ordinance 2016-75. Seconded by Councilman Coleman.**

**MOTION CARRIED UNANIMOUSLY**

## **1<sup>ST</sup> READ**

### ***NO FIRST READ ORDINANCES***

#### **12. COUNCIL COMMENTS**

**Mayor Haygood** – wished everyone a merry Christmas, and to reflect on community, and work on embracing everyone in the city. He welcomed Mr. Willy Robison back to the meetings.

**Councilwoman Conaway** – commended the Beautification Committee and Public Works for the beautiful decorations, and reminded everyone that the Christmas parade is Friday.

**Councilman Coleman** – – thanked everyone for the Christmas decorations in the city, and is looking forward to the Christmas parade.

**Councilman Goodlin** – said the city did a wonderful job on the decorations, and the Christmas tree lighting was a great event. He said that they need to work with Bellaton residents to make the community safer.

**Councilman LeJeune** – said spoke regarding a municipal school system, and thinks it will help bring community to outlying areas. He enjoyed pulling the switch at the tree lighting.

**Councilman Davis** – said that the city was going to grow east and west, and need help from the community. He appreciates all the comments, and they need to utilize them more completely. He and his wife enjoyed pulling the switch at the tree lighting. He asked that everyone remember Pearl Harbor as it is the 75<sup>th</sup> anniversary.

**Council President Scott** – said that when areas have concerns the council is concerned. He said that the tree lighting gives a sense of community, and mentioned that there was property annexed into the city tonight for a fire station.

**MOTION BY Councilman Rudicell to go into Executive Session to discuss the buying and selling of real estate, and the meeting will last for 15 minutes. *Seconded by Councilman Davis.***

**The City Attorney certified that the above stated reason for going into Executive Session is according to the Alabama Open Meetings Act.**

**ROLL CALL VOTE**

|          |     |         |     |
|----------|-----|---------|-----|
| Conaway  | Aye | LeJeune | Aye |
| Rudicell | Aye | Davis   | Aye |
| Coleman  | Aye | Scott   | Aye |
| Goodlin  | Aye |         |     |

**MOTION CARRIED UNANIMOUSLY**

Council entered into Executive Session at 7:30 p.m.

Council returned from Executive Session at 7:42 p.m.

**MOTION BY Councilman Davis to allow the Mayor and legal counsel to create the agreement between the city and Daphne Strike Club for the loan guarantee for the 10 acres adjacent to Trione Sports Complex. *Seconded by Councilman LeJeune.***

**MOTION CARRIED UNANIMOUSLY**

**13. ADJOURN:**

**MOTION BY Councilman Coleman to adjourn. *Seconded by Councilman Goodlin.***

**MOTION CARRIED UNANIMOUSLY**

**THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:42 P.M.**

Respectfully submitted by,

Certification of Presiding Officer

\_\_\_\_\_  
Rebecca A. Hayes, City Clerk

\_\_\_\_\_  
Ron Scott, Council President



**COUNCIL MEMBERS PRESENT:** Tommie Conaway; Pat Rudicell; Joel Coleman; Doug Goodlin; Ron Scott; Robin LeJeune; Joe Davis.

Also present: Mayor Haygood; Rebecca Hayes, City Clerk; Jenny White, Assistant City Clerk; Jay Ross, City Attorney; Richard Johnson, Public Works Director; Ashley Campbell, Environmental Programs Manager; Don Ouellette, Environmental Advisory Committee.

Council President Scott called the meeting to order at 6:30 p.m.

**1. PRESENTATION: ASHLEY CAMPBELL / MS4 VIDEO**

Ashley presented the MS4 video regarding stormwater and drainage control. She is required by the MS4 to show the video to the new council. She said that Daphne has a good plan and that the state recommends people to contact Ashley with any questions.

**2. MAY DAY BOAT RAMP**

Richard Johnson, Public Works Director, reported that they will start moving sand and redistributing it and re-establish the natural shoreline at May Day Park. He reported that the reason for it returning to the natural shoreline is so they can get a survey of the profile. State Lands has agreed to do a free design of a very, very simple at grade boat ramp, and the only requirement is that the city call it a Bay Access. They are trying to get the sand moved by this week, and have a surveyor out the first week of January, and get a profile. His and Ashley's recommendation is to go out for quotes the first of January for Lake Forest and May Day. State Lands is advising and recommending using a synthetic material that they have had great success using that can survive storm surges. Realistically, they think the cost will be about \$100,000, and with that the ramp alone at May Day about \$75,000 so with the \$180,000 they have with State Lands they can do both boat ramps and a pier to service the one at May Day. All this with the money they would otherwise have to return.

Ashley said that she has heard from State Lands regarding the dredging at Lake Forest, and the cost will be about \$1 million, and they said that with that amount it would wipe out their budget. So for 2017-2018 they will likely not receive any grant money for dredging, but she is moving forward with applying for the permits and getting everything in place.

**3. RETREAT**

Council discussed having a retreat the first week of February in Walton County, FL. The Mayor and Council President Scott will work out the details and get back with council.

**4. Anything Else Deemed Necessary**

Councilman Goodlin asked Council President Scott to add discussion of a municipal school system to the January agenda.

**THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:37 P.M.**

Respectfully submitted by,

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Rebecca A. Hayes,  
City Clerk

Certification of Presiding Officer:

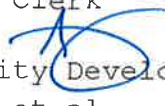
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Ron Scott,  
Council President

# **PUBLIC HEARING** **DECEMBER 19, 2016**

## **TO CONSIDER:**

- 1. Rezoning:** John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley
- Location: Southwest Intersection of County Road 13 and U.S. Highway 90
- Present Zoning: R-3, High Density Single Family Residential District
- Requested Zoning: B-3, Professional Business, B-2, General Business District, B-2(A) General Business Alternate District, R-7(T), Townhouse District and R-7(A), Apartment District; and GC, Golf Course District
- Recommendations: Unanimous favorable recommendation to rezone from R-3 to B-2, General Business District (23.9 acres), B-2(A) General Business Alternate District (11.70 acres) and GC, Golf Course District (4.69 ac). 7 to 0 vote
- Unfavorable recommendation to rezone 0.411 acres from R-3 to B-3, Professional Business. 6 to 1 vote Favorable recommendation to rezone 12.06 acres R-7(T), Townhouse District, with a condition that there shall be a minimum seventy foot (70-ft) wide building setback along the west boundary of said R-7(T) District. 6 to 1 vote
- Favorable recommendation to rezone 24.95 acres R-7(A), Apartment District, with a condition that there shall be a minimum one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District. 6 to 1 vote
- 2. Pre-Zoning:** John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley
- Location: Southwest Intersection of County Road 13 and U.S. Highway 90
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- Recommendation: Unanimous favorable recommendation to pre-zone to B-2, General Business District, B-2(A) General Business Alternate District and GC, Golf Course District . 7 to 0 vote
- Favorable Recommendation to pre-zone to R-7(A), Apartment District, with a condition that there shall be a minimum one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District. 6 to 1 vote

To: Office of the City Clerk  
From: Adrienne D. Jones,   
Director of Community Development  
Subject: John White-Spunner et al  
Zoning and Pre-Zoning Amendment  
Date: November 2, 2016

## MEMORANDUM

**PRESENT ZONING:** R-3, High Density Single Family Residential, City of Daphne, and unzoned, Baldwin County Exterritorial Planning Jurisdiction

**PROPOSED ZONING AND PRE-ZONING:** B-2, General Business, B-2(a), General Business Alternate, B-3, Professional Business, R-7(A), Apartments, R-7 (T), Townhomes, and GC, Golf Course

**LOCATION:** At the southwest intersection of County Road 13 and U. S. Highway 90

**RECOMMENDATION:** At the Thursday, October 27, 2016, regular meeting of the Daphne Planning Commission, seven members were present. The motion carried for a favorable recommendation to the City Council to rezone and pre-zone the subject property from: R-3, High Density Single Family Residential District, to B-2, General Business District, for 23.90 acres; B-2(A), General Business Alternative District, for 11.70 Acres; GC, Golf Course District, for 4.69 Acres; conditional rezoning of R-7(T), Townhouse District, for 12.06 acres with a seventy-foot setback from the west property line; conditional approval of R-7(A), Apartment District, for 24.95 acres with a one hundred foot setback from the west property line; and an unfavorable recommendation to rezone 0.41 acres from R-3, High Density Single Family Residential District, to a B-3, Professional Business District.

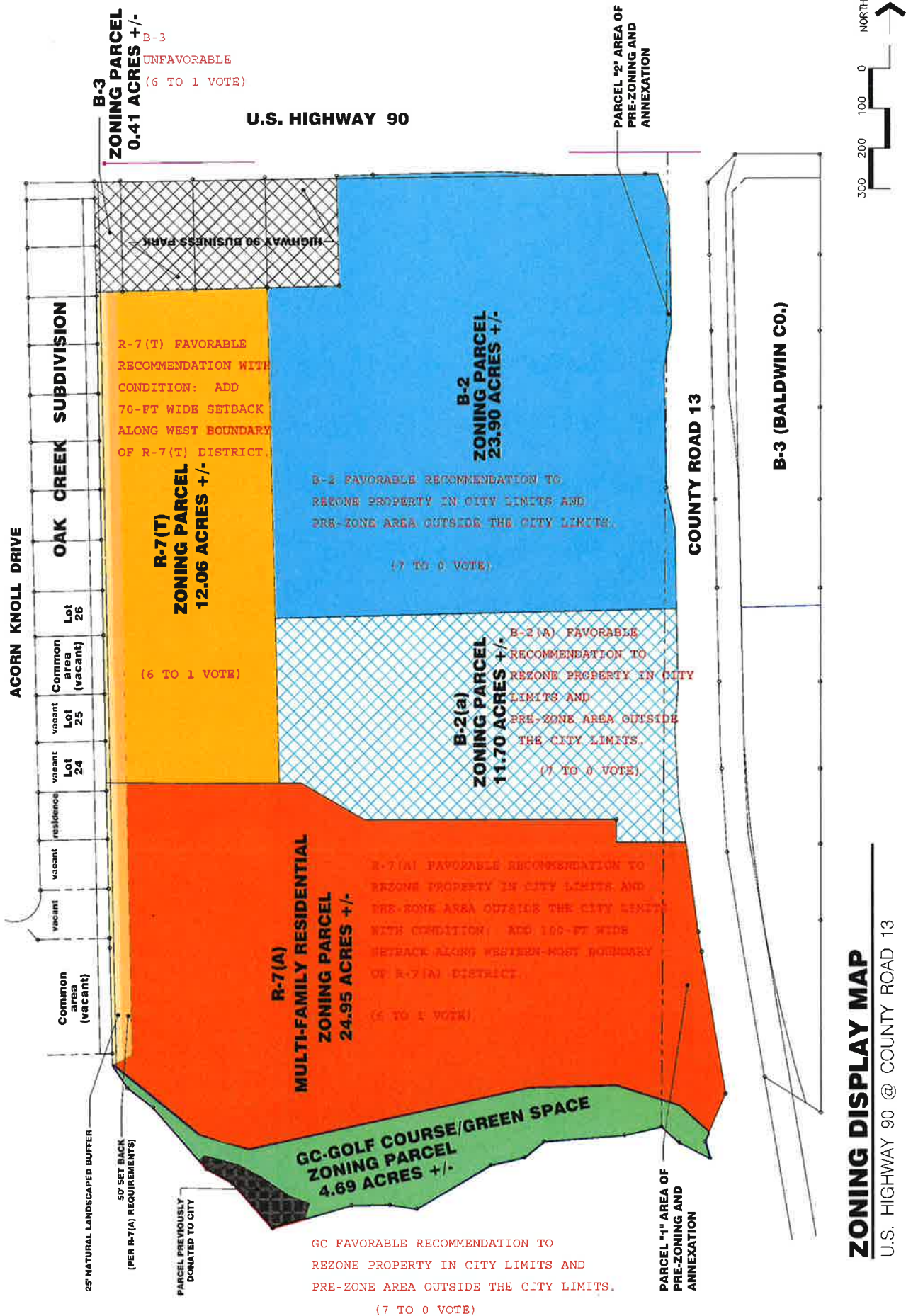
Attached please find the appropriate documentation and action of the Daphne Planning Commission.

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)

1. Staff summary of Planning Commission recommendations map
2. Rezoning and Pre-zoning Application
3. Revised Zoning Display
4. Legal Description & Boundary Maps
5. Community Development Report
6. Adjacent property owners' list
7. Citizen Comments







## REZONING OR PRE-ZONING APPLICATION

Office use only Rezone/Pre-zone Date Submitted Aug. 22, 2016  
Application Number: ZA-16-09 or PZA- Planning Commission Public  
Hearing Date: Sept. 22, 2016

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

### SITE DATA

Site Location (Address or General Proximity to RT Intersections): At the Southwest intersection of County Road 135 + U.S. Highway 90 PPIN#(s): 99372+301458  
Gross Site Area (acreage): -  
Requested Zoning or Pre-Zoning: R-7(T) R-7(A), B-2, B-2(a), B-3 + GC  
Amended Request: -  
Current Zoning Designation(s): R-3 and unzoned, B-2 Initials: - Date: -  
Current Land Use: District 15 Anticipated Land Use: MIXED USES  
VACANT/TIMBER

Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]":

SEE ATTACHED

Specify other recently approved or pending requests related to the subject property. Circle the answer(s).

Annexation

Site Plan Special Exception Variance Specify Other

### APPLICANT & AGENT INFORMATION

\*If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.

Name of Current Owner:

JOHN WHITE-SPUNNER, ETAL

Mailing Address:

P.O. BOX 16227 MOBILE, AL 36616

Phone/Fax:

E-mail:

Name of Authorized Agent:

MATT MACDONALD, John Peterson

Mailing Address:

P.O. BOX 1290 DAPHNE, AL 36526

Phone/Fax: 626-5514

E-mail:

Name of Developer\*:

WHITE-SPUNNER REALTY, INC.

Phone/Fax:

E-mail:

Other: matt white

Phone/Fax:

E-mail:

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

|                                           |                       |
|-------------------------------------------|-----------------------|
| Applicant's Signature: <u>[Signature]</u> | Date <u>8.22.2016</u> |
| Agent's Signature: <u>[Signature]</u>     | Date <u>8.22.2016</u> |

**REVERSIONARY CLAUSE  
ACKNOWLEDGEMENT**

**SKIP THIS PAGE IF REQUESTING PRE-ZONING**

Pursuant to Article 22-2 of the Land Use & Development Ordinance, zoning and rezoning may revert back to prior designation if certain conditions are not met. Said conditions are specified in Article 22 of the Land Use Ordinance. Legibly sign and print/type responses below. Indicate N/A or an "X" where item is not applicable. **Submit with rezoning request.**

**CURRENT OWNER'S ACKNOWLEDGEMENT**

I, John White Spurner, acknowledge that I am aware that this rezoning request is subject to a reversionary clause as noted in Article 22-2 of the Land Use & Development Ordinance. Date: 8-22-2016

JOHN WHITE-SPURNER  
**PRINTED NAME OF CURRENT OWNER/PETITIONER**

**DEVELOPER'S ACKNOWLEDGEMENT**

I, Matt White, acknowledge that I am aware that this rezoning request is subject to a reversionary clause as noted in Article 22-2 of the Land Use & Development Ordinance. Date: 8-22-2016

MATT WHITE  
**PRINTED NAME OF DEVELOPER**

**PROPERTY ADDRESS OR PPIN#(s):** 99372 + 301458

**Providing Transition into Residential Districts:**

Good planning practices are usually considered when transitioning from the business or commercial districts to residential districts. This is stated in the Comprehensive plan in this way. "Residential development forms a hierarchal pattern, with higher density residential uses abutting commercial areas. One intent of this pattern is to preserve the cohesiveness and stability of low density neighborhoods while allowing convenient access from major and minor arterial roads to high density residential areas." (pg. II-5, Planned Land Uses). The proposed zoning districts for this property provide for higher density residential zoning to be adjacent to commercial. This plan provides for the hierarchal development discussed in the Future Land Use section of the Comprehensive Plan.

**Summary and Conclusions:**

White-Spinner Realty is making a re-zoning request for vacant property. This request is meant to insure that the property can be developed in a manner that allows for its highest and best use. The property owner currently has no development plans and the concept plan provided only indicates possible uses and layout. Clearly, any future proposed development, large or small, will be required to meet each and every land use regulation in the City of Daphne. This rezoning is necessary to allow for the marketing of property for uses compatible with its location. Any improvement planned in the future will be required to undergo stringent review for traffic, drainage, parking, and roadway improvements prior to approval.

In considering the request, the Planning Commission is bound to review this amendment with the goals and aims of the Comprehensive Plan. This proposed re-zoning effort is shown to be consistent with the intent and purpose of the Comprehensive Plan. The proposed re-zoning is consistent with Land Use Conclusions as well as the Future Land Use Map. The plan takes into consideration the surrounding uses and zoning districts and provides for hierarchal residential development buffering from the commercial districts proposed.

In Conclusion, The re-zoning request for this property is consistent with the provisions of the Land Use and Development Code, the Comprehensive Plan, and good planning practices. The Planning Commission is therefore requested to provide a positive recommendation to the City Council for approving this request.



Daphne has not taken full advantage of its strong organized sports program and recreational opportunities to attract tourism and increase revenues. This has recently been recognized by the State of Alabama as a means to attract tourism and retirees.

The City of Daphne has spent money to provide services to an expanding commercial base at the cost of leaving buildings vacant and unused in the western portion of the city. Uncontrolled growth to the north and east will only encourage this unwise spending of revenues.

## **ISSUE: ANTICIPATING AND MEETING LAND USE NEEDS**

Land use compatibility has not been an issue until the recent past when fast development has begun to encroach on stable residential and commercial areas, bringing traffic congestion and the potential for loss of property values.

Approximately 40 percent of the land within the corporate boundaries of Daphne is as yet undeveloped. Daphne's citizens and government administration are only now becoming cognizant of this fact and of the cost of developing outside the city limits.

The City of Daphne has a need for increased moderate and high density residential resources that are located with appropriate access for a high volume of traffic. The needs of this type of residential development often include access to major arterials and to Interstate 10 for employment purposes.

For Daphne to maintain its high quality of life and attractive image, the City must be able to predict growth trends and insure that adequate land and resources are available in appropriate areas so that residents continue to find Daphne an attractive place to live and work, and so that commercial resources are available to serve the population.

Daphne is lacking in resources to promote industrial recruitment. Daphne's regional position is diminished by this lack of resources. Nor does Daphne have programs that promote the start-up of industry, such as seed money, a speculative building, or an industrial incubator.

## **LAND USE CONCLUSIONS**

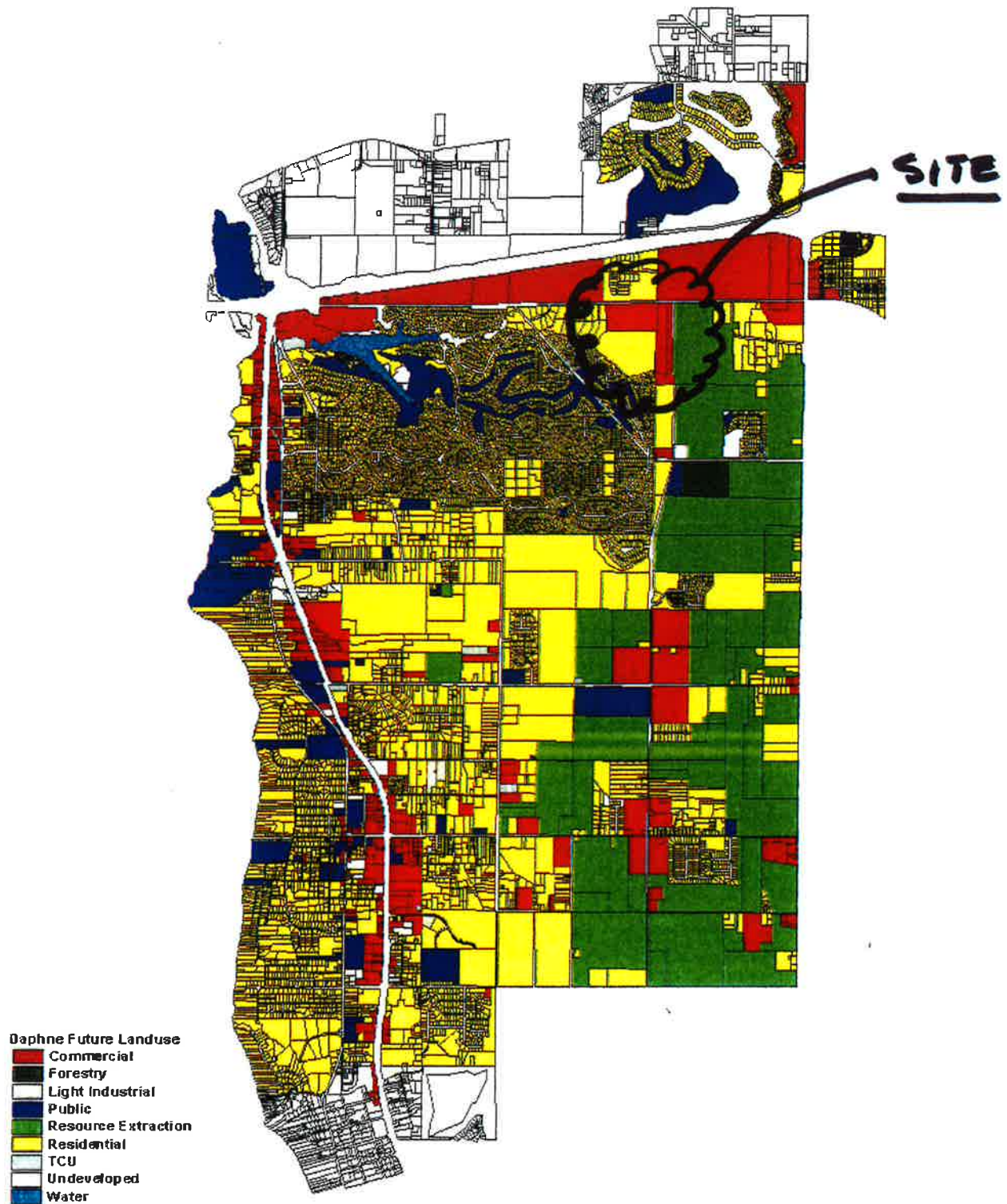
### **COMMERICAL DEVELOPMENT**

**Regional type commercial areas are proposed along U.S. Highway 90, parallel to Interstate 10, from U.S. Highway 98 to County Road 27. Regional type commercial areas will continue to develop along U.S. Highway 98. Local and convenience type commercial development occur along U.S. Highway 90 and U.S. Highway 98.** As land becomes less available and more costly along these highways local commercial developments should occur along Highway 64 from U.S. Highway 98. Local shopping areas should concentrate along Highway 64 at the intersection of Pollard Road and the intersection of County Road 13.

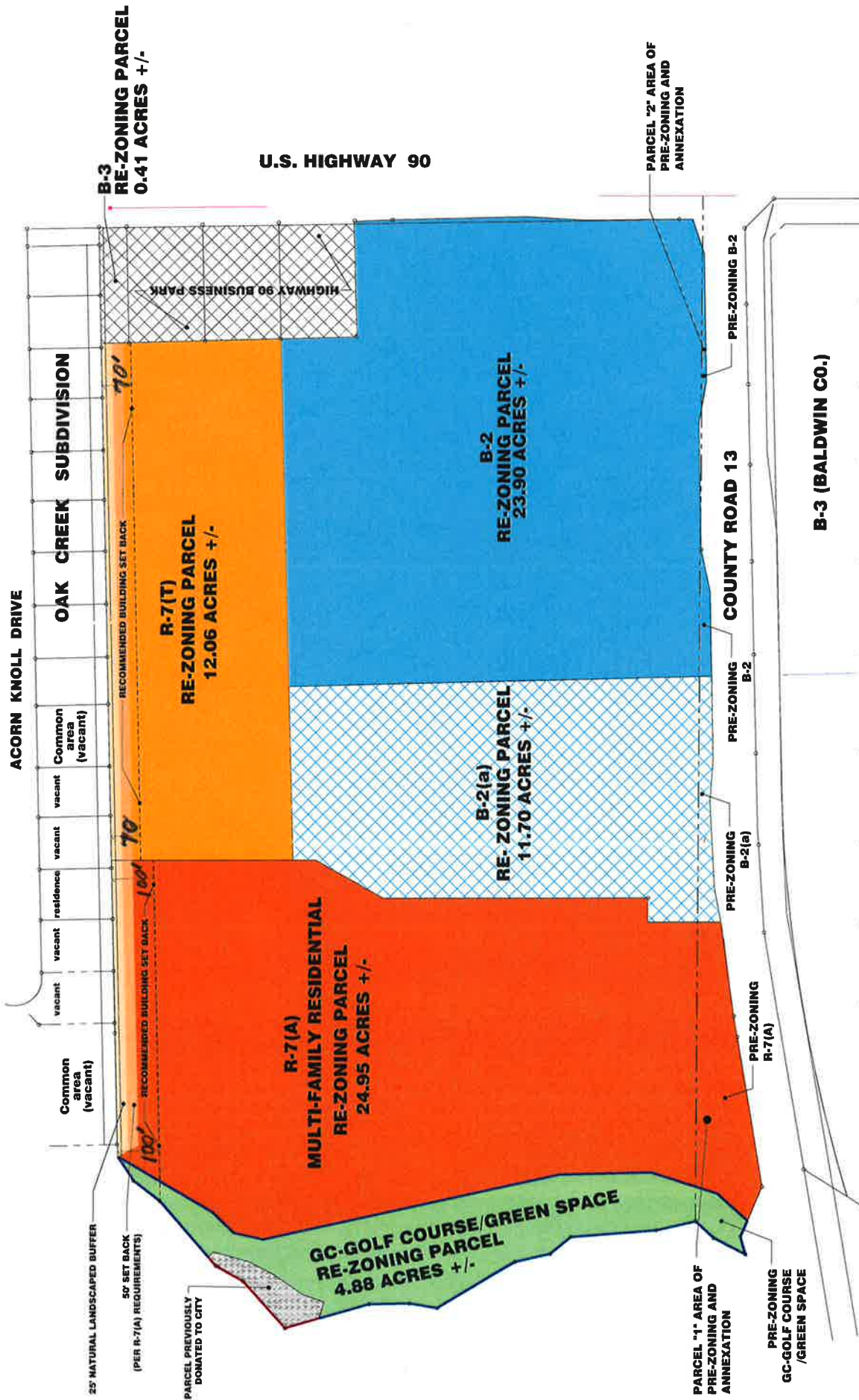
## PLANNED LAND USES

Using the image map to provide a visual form of Daphne and the recommendations of each of the plan elements, a future land use map (shown as Figure 4) was produced to guide growth and development. The land use plan for the City of Daphne is for retail commercial development to be clustered along major arterial roads and major intersections, while office-commercial uses are concentrated in the Daphne Avenue and downtown areas. Residential development forms a hierarchal pattern, with higher density residential uses abutting commercial areas. One intent of this pattern is to preserve the cohesiveness and stability of low density neighborhoods while allowing convenient access from major and minor arterial roads to high density residential areas.

**FIGURE 4  
FUTURE LAND USE MAP  
DAPHNE, ALABAMA**







## ZONING DISPLAY MAP

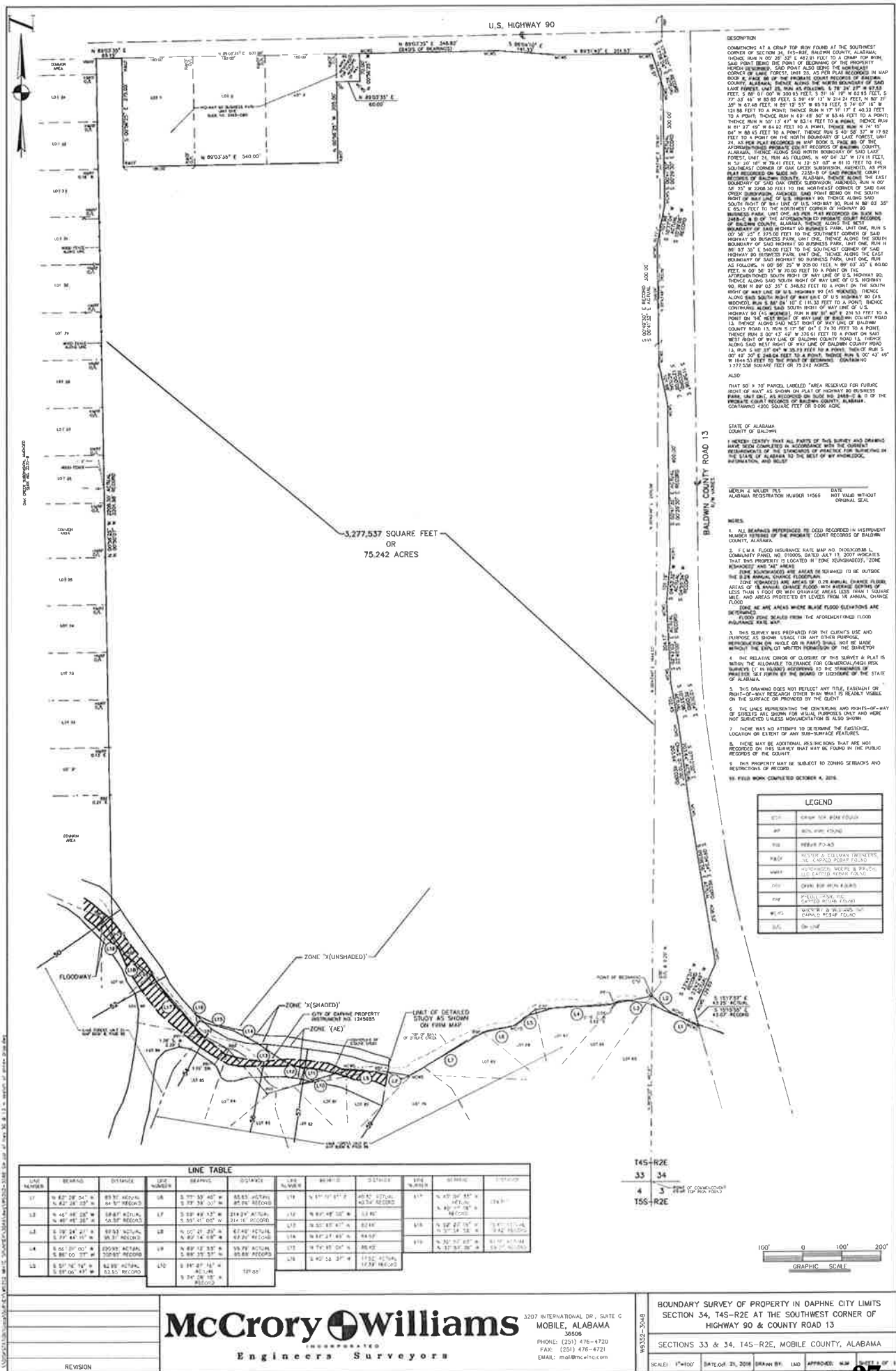
U.S. HIGHWAY 90 @ COUNTY ROAD 13

DESCRIPTION:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.11 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 2208.30 FEET TO THE NORTHEAST CORNER OF SAID OAK CREEK SUBDIVISION, AMENDED; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 65.15 FEET TO THE NORTHWEST CORNER OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN S 00° 56' 25" E 275.00 FEET TO THE SOUTHWEST CORNER OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE ALONG THE SOUTH BOUNDARY OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 89° 03' 35" E 540.00 FEET TO THE SOUTHEAST CORNER OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE ALONG THE EAST BOUNDARY OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN AS FOLLOWS: N 00° 56' 25" W 205.00 FEET, N 89° 03' 35" E 60.00 FEET, N 00° 56' 25" W 70.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 348.82 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN S 86° 04' 10" E 141.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN N 89° 51' 40" E 251.53 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 74.70 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 376.61 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 35.73 FEET TO A POINT; THENCE RUN S 00° 49' 30" E 248.04 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 1644.53 FEET TO THE POINT OF BEGINNING. CONTAINING 3,277,538 SQUARE FEET OR 75.242 ACRES.

ALSO:

THAT 60' X 70' PARCEL LABELED "AREA RESERVED FOR FUTURE RIGHT OF WAY"  
AS SHOWN ON PLAT OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS RECORDED ON  
SLIDE NO. 2468-C & D OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY,  
ALABAMA. CONTAINING 4200 SQUARE FEET OR 0.096 ACRE.



| LINE TABLE  |                 |               |             |                 |                |             |                 |               |             |                 |
|-------------|-----------------|---------------|-------------|-----------------|----------------|-------------|-----------------|---------------|-------------|-----------------|
| LINE NUMBER | BEARING         | DISTANCE      | LINE NUMBER | BEARING         | DISTANCE       | LINE NUMBER | BEARING         | DISTANCE      | LINE NUMBER |                 |
| 17          | N 82° 28' 04" W | 89.31' ACTUAL | 18          | S 77° 33' 40" W | 83.55' ACTUAL  | 19          | N 51° 17' 57" E | 40.72' ACTUAL | 20          | N 47° 04' 57" W |
| 21          | N 45° 48' 08" W | 58.87' ACTUAL | 22          | S 55° 41' 00" W | 214.80' ACTUAL | 23          | N 80° 48' 02" W | 53.80'        | 24          | N 80° 48' 02" W |
| 25          | N 29° 24' 21" W | 69.53' ACTUAL | 26          | N 00° 17' 29" W | 67.48' ACTUAL  | 27          | N 80° 48' 02" W | 53.80'        | 28          | N 80° 48' 02" W |
| 29          | N 00° 17' 29" W | 67.48' ACTUAL | 30          | N 80° 48' 02" W | 53.80' RECORD  | 31          | N 80° 48' 02" W | 53.80'        | 32          | N 80° 48' 02" W |
| 33          | N 80° 48' 02" W | 53.80' RECORD | 34          | N 80° 48' 02" W | 53.80' RECORD  | 35          | N 80° 48' 02" W | 53.80'        | 36          | N 80° 48' 02" W |
| 37          | N 80° 48' 02" W | 53.80' RECORD | 38          | N 80° 48' 02" W | 53.80' RECORD  | 39          | N 80° 48' 02" W | 53.80'        | 40          | N 80° 48' 02" W |
| 41          | N 80° 48' 02" W | 53.80' RECORD | 42          | N 80° 48' 02" W | 53.80' RECORD  | 43          | N 80° 48' 02" W | 53.80'        | 44          | N 80° 48' 02" W |
| 45          | N 80° 48' 02" W | 53.80' RECORD | 46          | N 80° 48' 02" W | 53.80' RECORD  | 47          | N 80° 48' 02" W | 53.80'        | 48          | N 80° 48' 02" W |
| 49          | N 80° 48' 02" W | 53.80' RECORD | 50          | N 80° 48' 02" W | 53.80' RECORD  | 51          | N 80° 48' 02" W | 53.80'        | 52          | N 80° 48' 02" W |
| 53          | N 80° 48' 02" W | 53.80' RECORD | 54          | N 80° 48' 02" W | 53.80' RECORD  | 55          | N 80° 48' 02" W | 53.80'        | 56          | N 80° 48' 02" W |
| 57          | N 80° 48' 02" W | 53.80' RECORD | 58          | N 80° 48' 02" W | 53.80' RECORD  | 59          | N 80° 48' 02" W | 53.80'        | 60          | N 80° 48' 02" W |
| 61          | N 80° 48' 02" W | 53.80' RECORD | 62          | N 80° 48' 02" W | 53.80' RECORD  | 63          | N 80° 48' 02" W | 53.80'        | 64          | N 80° 48' 02" W |
| 65          | N 80° 48' 02" W | 53.80' RECORD | 66          | N 80° 48' 02" W | 53.80' RECORD  | 67          | N 80° 48' 02" W | 53.80'        | 68          | N 80° 48' 02" W |
| 69          | N 80° 48' 02" W | 53.80' RECORD | 70          | N 80° 48' 02" W | 53.80' RECORD  | 71          | N 80° 48' 02" W | 53.80'        | 72          | N 80° 48' 02" W |
| 73          | N 80° 48' 02" W | 53.80' RECORD | 74          | N 80° 48' 02" W | 53.80' RECORD  | 75          | N 80° 48' 02" W | 53.80'        | 76          | N 80° 48' 02" W |
| 77          | N 80° 48' 02" W | 53.80' RECORD | 78          | N 80° 48' 02" W | 53.80' RECORD  | 79          | N 80° 48' 02" W | 53.80'        | 80          | N 80° 48' 02" W |
| 81          | N 80° 48' 02" W | 53.80' RECORD | 82          | N 80° 48' 02" W | 53.80' RECORD  | 83          | N 80° 48' 02" W | 53.80'        | 84          | N 80° 48' 02" W |
| 85          | N 80° 48' 02" W | 53.80' RECORD | 86          | N 80° 48' 02" W | 53.80' RECORD  | 87          | N 80° 48' 02" W | 53.80'        | 88          | N 80° 48' 02" W |
| 89          | N 80° 48' 02" W | 53.80' RECORD | 90          | N 80° 48' 02" W | 53.80' RECORD  | 91          | N 80° 48' 02" W | 53.80'        | 92          | N 80° 48' 02" W |
| 93          | N 80° 48' 02" W | 53.80' RECORD | 94          | N 80° 48' 02" W | 53.80' RECORD  | 95          | N 80° 48' 02" W | 53.80'        | 96          | N 80° 48' 02" W |
| 97          | N 80° 48' 02" W | 53.80' RECORD | 98          | N 80° 48' 02" W | 53.80' RECORD  | 99          | N 80° 48' 02" W | 53.80'        | 100         | N 80° 48' 02" W |

**McCrory & Williams**  
Engineers & Surveyors

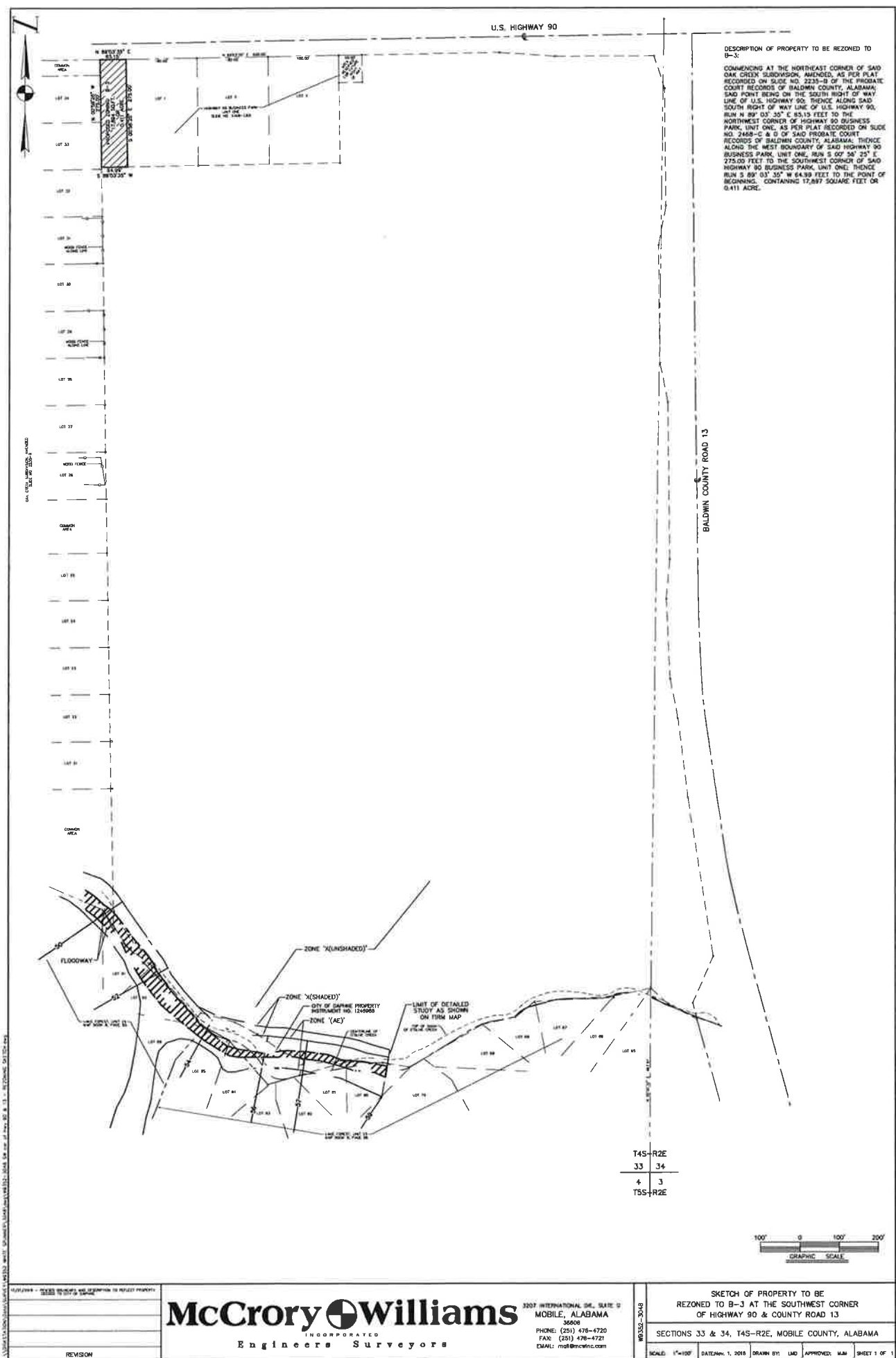
3207 INTERNATIONAL DR., SUITE C  
MOBILE, ALABAMA 36606  
PHONE: (251) 476-4720  
FAX: (251) 476-4721  
EMAIL: mail@mcwll.com

BOUNDARY SURVEY OF PROPERTY IN DAPHNE CITY LIMITS  
SECTION 34, T45-R2E AT THE SOUTHWEST CORNER OF  
HIGHWAY 90 & COUNTY ROAD 13

SECTIONS 33 & 34, T45-R2E, MOBILE COUNTY, ALABAMA

SCALE: 1"=100' DATE: 03.28.2018 DRAWN BY: LND APPROVED: NCM SHEET 1 OF 1

Map  
Overall-D.1

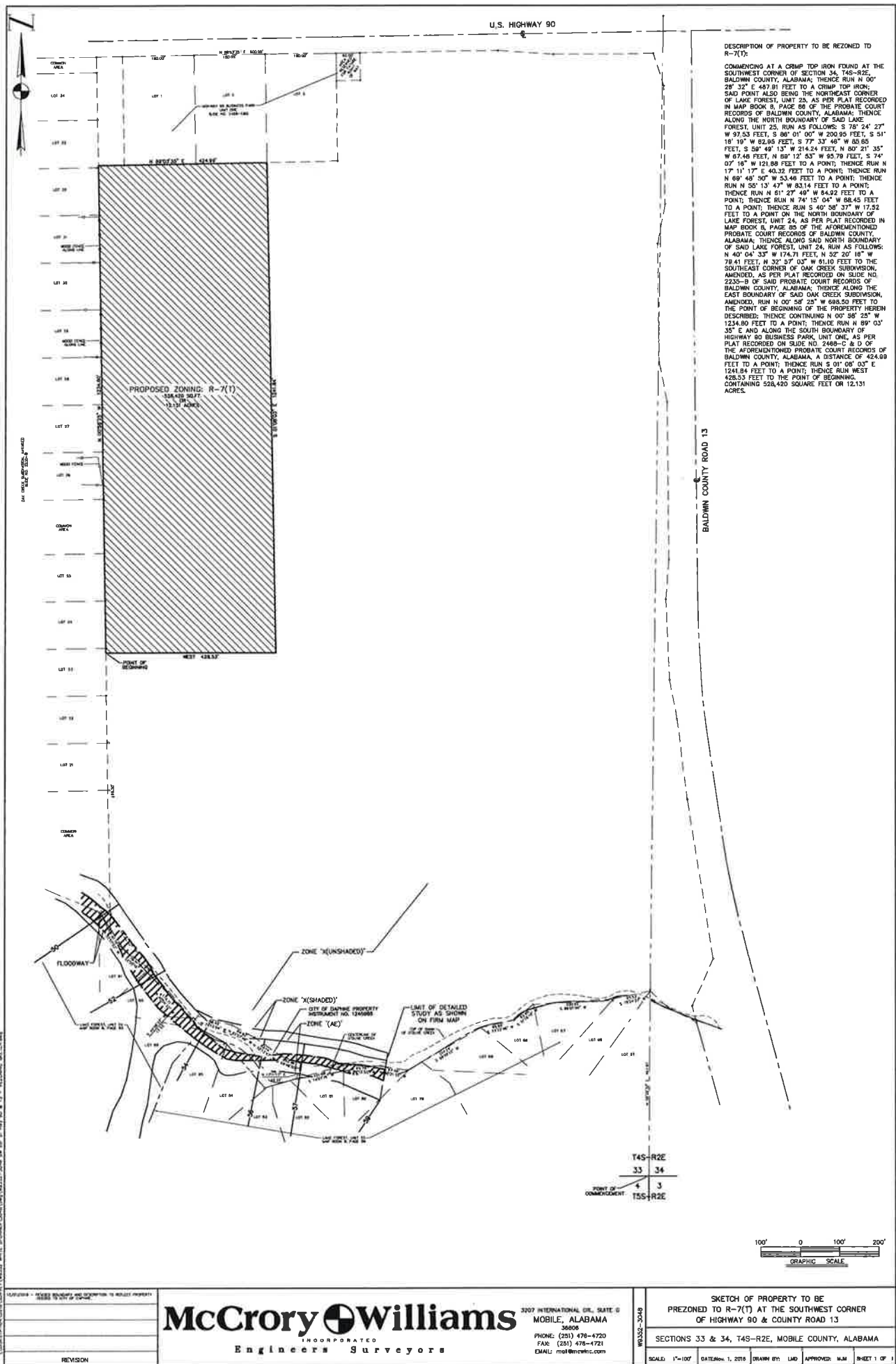


B-3 rezoning map 28



DESCRIPTION OF PROPERTY TO BE REZONED TO B-3:

BEGINNING AT THE NORTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 65.15 FEET TO THE NORTHWEST CORNER OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN S 00° 56' 25" E 275.00 FEET TO THE SOUTHWEST CORNER OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE RUN S 89° 03' 35" W 64.99 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED OAK CREEK SUBDIVISION, AMENDED; THENCE ALONG SAID EAST BOUNDARY OF OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING 17,897 SQUARE FEET OR 0.411 ACRE.



R-7(T) rezoning map

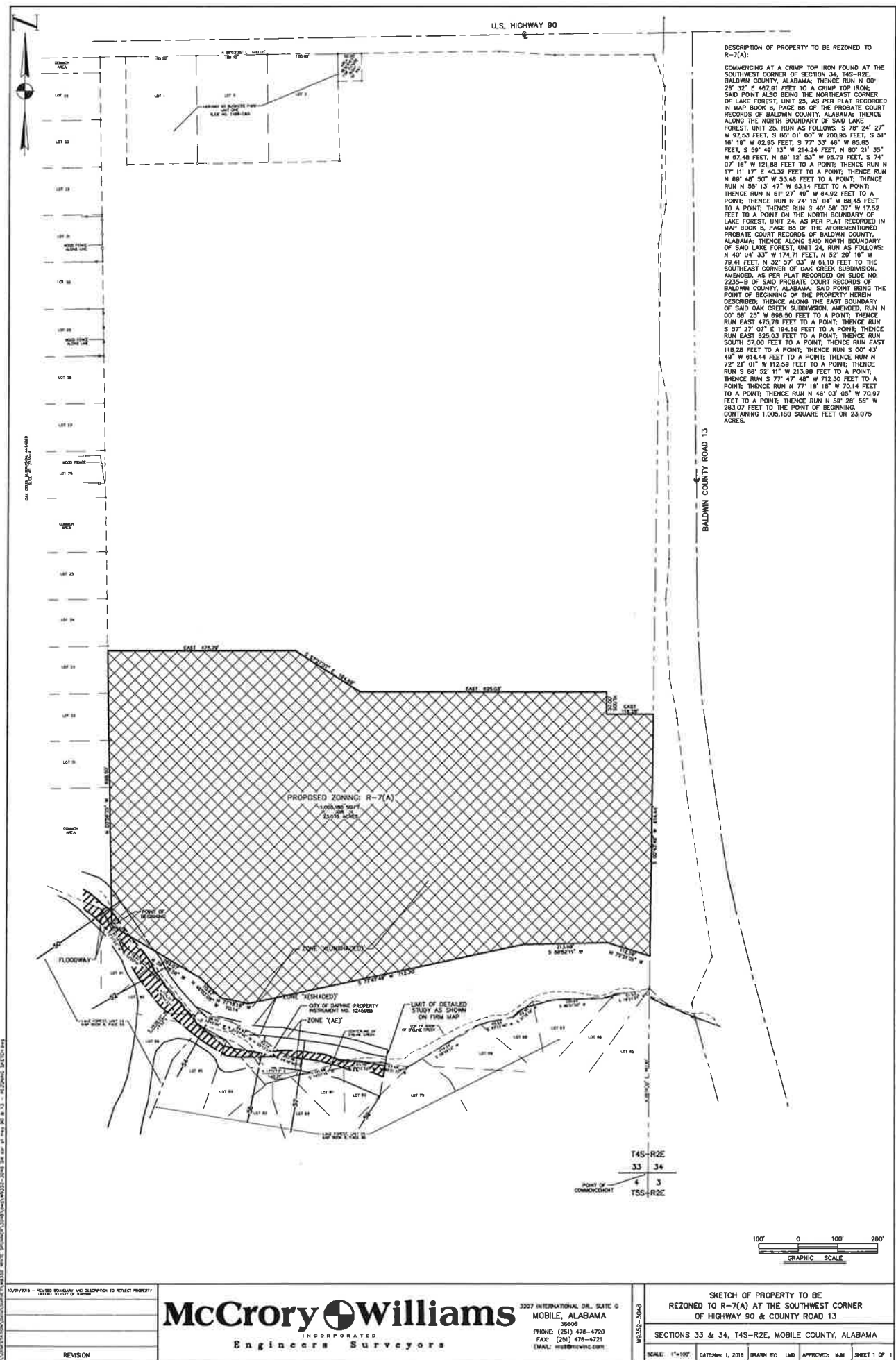
DESCRIPTION OF PROPERTY TO BE REZONED TO R-7(T):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 698.50 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 58' 25" W 1234.80 FEET TO A POINT; THENCE RUN N 89° 03' 35" E AND ALONG THE SOUTH BOUNDARY OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 424.99 FEET TO A POINT; THENCE RUN S 01° 08' 03" E 1241.84 FEET TO A POINT; THENCE RUN WEST 428.53 FEET TO THE POINT OF BEGINNING. CONTAINING 528,420 SQUARE FEET OR 12.131 ACRES.

DESCRIPTION OF PROPERTY TO BE REZONED TO R-7(A):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 698.50 FEET TO A POINT; THENCE RUN EAST 475.79 FEET TO A POINT; THENCE RUN S 57° 27' 07" E 194.69 FEET TO A POINT; THENCE RUN EAST 625.03 FEET TO A POINT; THENCE RUN SOUTH 57.00 FEET TO A POINT; THENCE RUN EAST 118.28 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 614.44 FEET TO A POINT; THENCE RUN N 72° 21' 01" W 112.59 FEET TO A POINT; THENCE RUN S 88° 52' 11" W 213.98 FEET TO A POINT; THENCE RUN S 77° 47' 48" W 712.30 FEET TO A POINT; THENCE RUN N 77° 18' 18" W 70.14 FEET TO A POINT; THENCE RUN N 46° 03' 05" W 70.97 FEET TO A POINT; THENCE RUN N 59° 26' 56" W 263.07 FEET TO THE POINT OF BEGINNING. CONTAINING 1,005,180 SQUARE FEET OR 23.075 ACRES.

R-7(A) rezoned  
32 al desc.

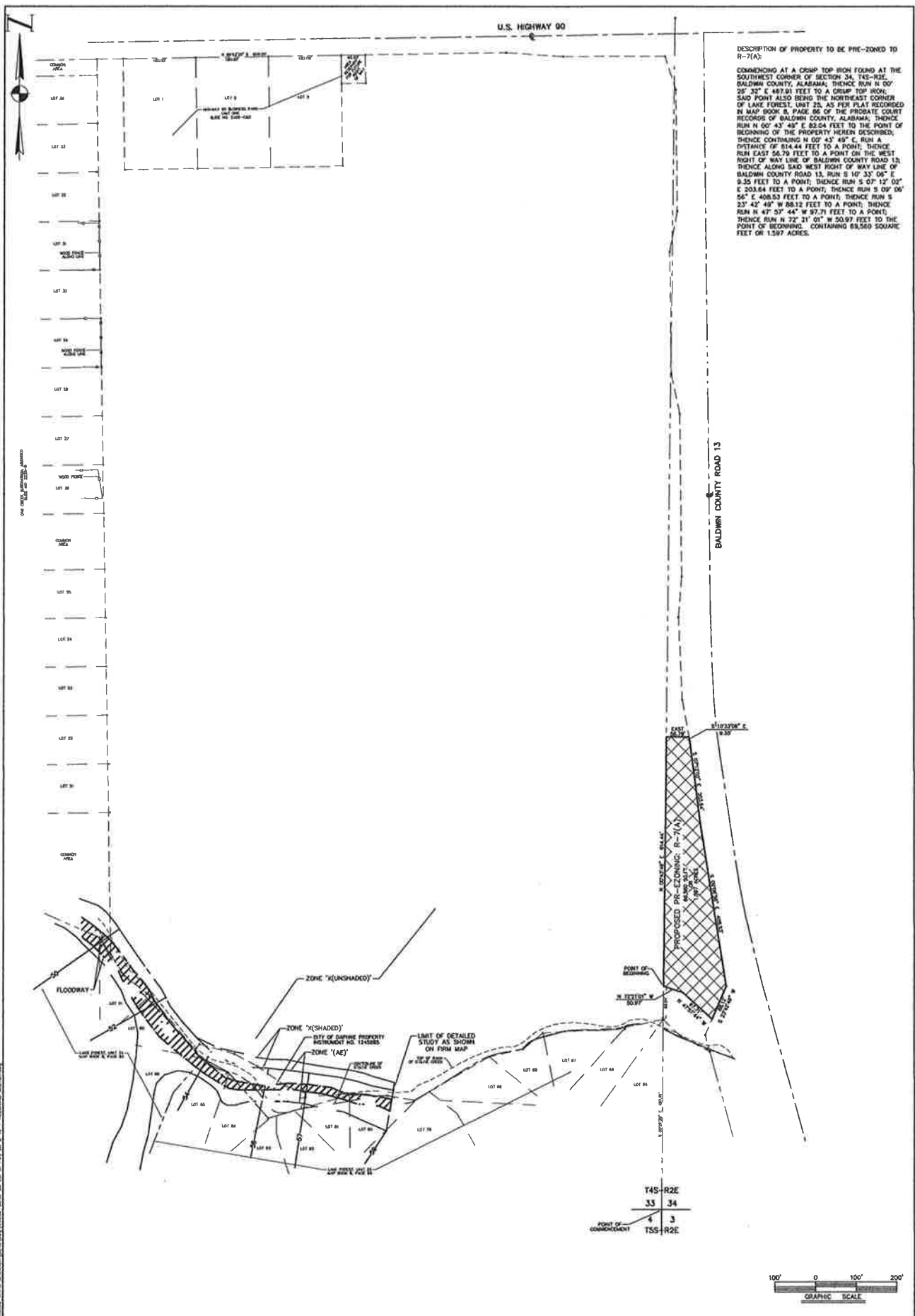


R-7(A) rezoning map

DESCRIPTION OF PROPERTY TO BE PRE-ZONED TO R-7(A):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 82.04 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E, RUN A DISTANCE OF 614.44 FEET TO A POINT; THENCE RUN EAST 56.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 33' 06" E 9.35 FEET TO A POINT; THENCE RUN S 07° 12' 02" E 203.64 FEET TO A POINT; THENCE RUN S 09° 06' 56" E 408.53 FEET TO A POINT; THENCE RUN S 23° 42' 49" W 88.12 FEET TO A POINT; THENCE RUN N 47° 57' 44" W 97.71 FEET TO A POINT; THENCE RUN N 72° 21' 01" W 50.97 FEET TO THE POINT OF BEGINNING. CONTAINING 69,560 SQUARE FEET OR 1.597 ACRES.





| REVISION | DATE | BY | DESCRIPTION |
|----------|------|----|-------------|
|          |      |    |             |
|          |      |    |             |
|          |      |    |             |

**McCrory Williams**  
INCORPORATED  
Engineers Surveyors

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EMAIL: mo@moemo.com

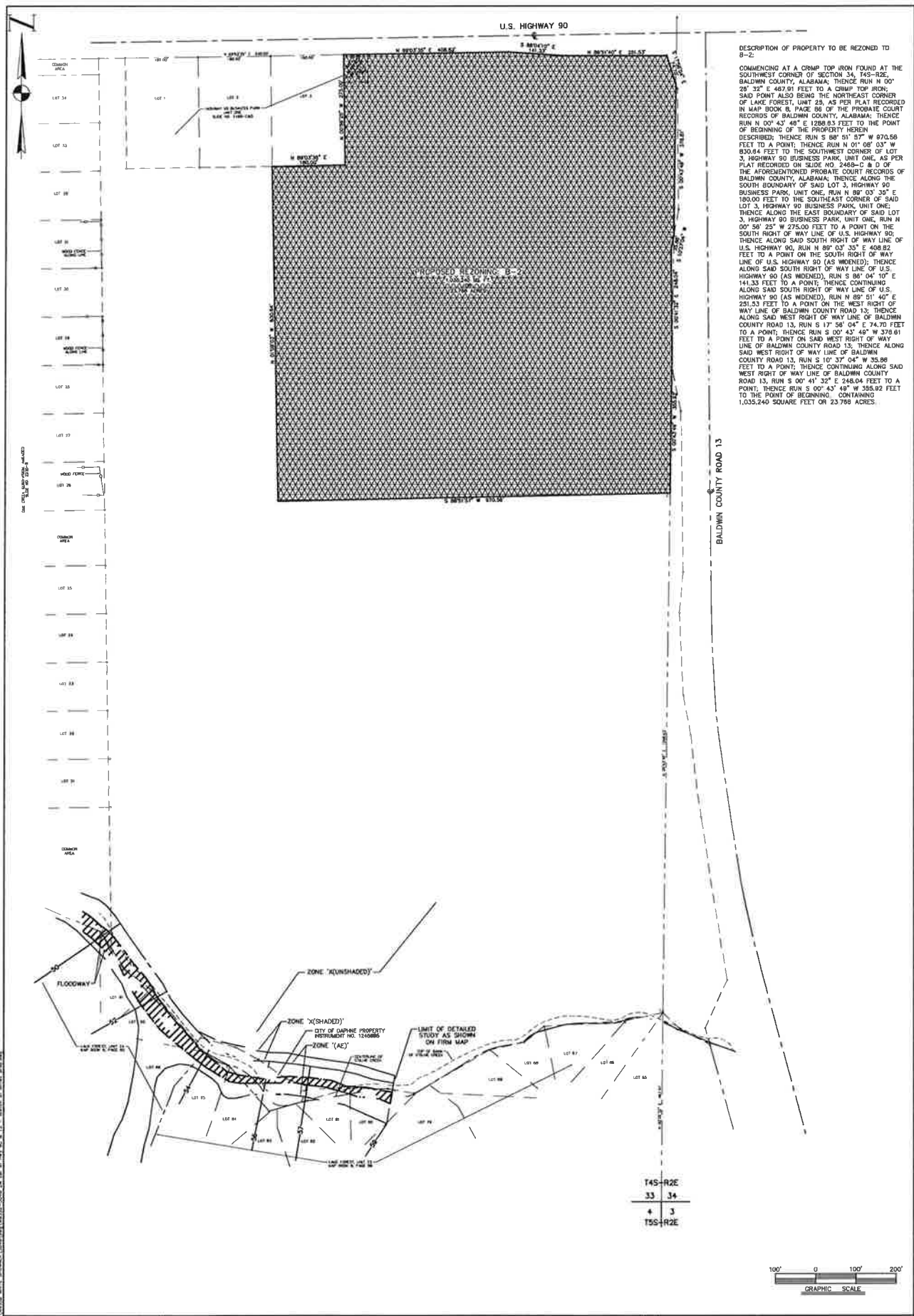
|                                                                                                    |                    |               |               |
|----------------------------------------------------------------------------------------------------|--------------------|---------------|---------------|
| SKETCH OF PROPERTY TO BE PREZONED TO R-7(A) AT THE SOUTHWEST CORNER OF HIGHWAY 90 & COUNTY ROAD 13 |                    |               |               |
| SECTIONS 33 & 34, T4S-R2E, MOBILE COUNTY, ALABAMA                                                  |                    |               |               |
| SCALE: 1"=100'                                                                                     | DATE: JAN. 1, 2018 | DRAWN BY: LMD | APPROVED: NLM |

R-7(A) prezone map 35



DESCRIPTION OF PROPERTY TO BE REZONED TO B-2:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 46" E 1288.63 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 88° 51' 57" W 970.56 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 830.64 FEET TO THE SOUTHWEST CORNER OF LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 89° 03' 35" E 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 00° 56' 25" W 275.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 408.82 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN S 86° 04' 10" E 141.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN N 89° 51' 40" E 251.53 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 74.70 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 376.61 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 35.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 248.04 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 355.92 FEET TO THE POINT OF BEGINNING. CONTAINING 1,035,240 SQUARE FEET OR 23.766 ACRES.



DESCRIPTION OF PROPERTY TO BE REZONED TO B-2:

COMMENCING AT A CRUMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 00' 30" E 480.91 FEET TO A CRUMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 28, AS PER PLAT RECORDED IN MAP BOOK B, PAGE 88 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 48" E 1288.83 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 88° 01' 57" W 870.58 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 830.84 FEET TO THE SOUTHWEST CORNER OF LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2488-C & D OF THE AFFORMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 88° 03' 35" E 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 00° 58' 25" W 275.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 88° 03' 35" E 408.82 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN S 80° 04' 10" E 141.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN N 89° 01' 40" E 231.53 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 74.70 FEET TO A POINT; THENCE RUN S 00° 43' 48" W 379.81 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 35.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 248.04 FEET TO A POINT; THENCE RUN S 00° 43' 48" W 555.92 FEET TO THE POINT OF BEGINNING, CONTAINING 1,035,240 SQUARE FEET OR 23.798 ACRES.

BALDWIN COUNTY ROAD 13

LOT 34  
LOT 33  
LOT 32  
LOT 31  
LOT 30  
LOT 29  
LOT 28  
LOT 27  
LOT 26  
LOT 25  
LOT 24  
LOT 23  
LOT 22  
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LOT 11  
LOT 10  
LOT 9  
LOT 8  
LOT 7  
LOT 6  
LOT 5  
LOT 4  
LOT 3  
LOT 2  
LOT 1

DESCRIPTION OF PROPERTY TO BE PRE-ZONED TO B-2:

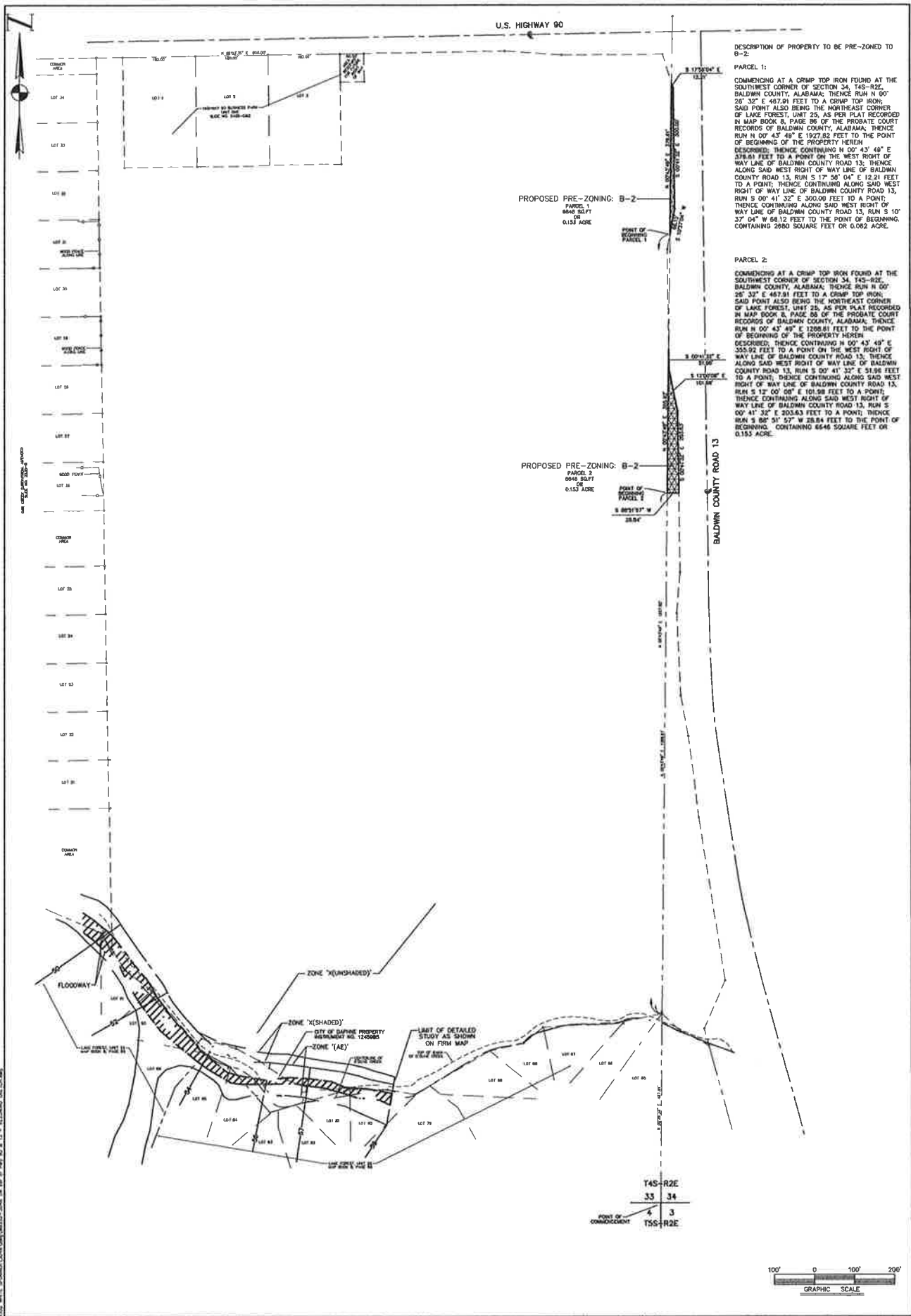
PARCEL 1:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 1927.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 376.61 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 12.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 300.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 66.12 FEET TO THE POINT OF BEGINNING. CONTAINING 2680 SQUARE FEET OR 0.062 ACRE.

PARCEL 2:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 1288.61 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 355.92 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 51.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 12° 00' 08" E 101.98 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 203.63 FEET TO A POINT; THENCE RUN S 88° 51' 57" W 28.84 FEET TO THE POINT OF BEGINNING. CONTAINING 6646 SQUARE FEET OR 0.153 ACRE.

B-2 prezone  
legal dc 38



**McCrory Williams**  
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SKETCH OF PROPERTY TO BE  
 PREZONED TO B-2 AT THE SOUTHWEST CORNER  
 OF HIGHWAY 90 & COUNTY ROAD 13  
 SECTIONS 33 & 34, T4S-R2E, MOBILE COUNTY, ALABAMA  
 SCALE: 1"=100' DATE: JAN. 1, 2015 DRAWN BY: LMD APPROVED: MAM 39  
 08-31-08-15

B-2 pre zone map



DESCRIPTION OF PROPERTY TO BE REZONED TO B-2(A):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 696.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN WEST 118.28 FEET TO A POINT; THENCE RUN NORTH 57.00 FEET TO A POINT; THENCE RUN WEST 625.03 FEET TO A POINT; THENCE RUN N 57° 27' 07" W 194.69 FEET TO A POINT; THENCE RUN WEST 47.26 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 411.20 FEET TO A POINT; THENCE RUN N 88° 51' 57" E 970.56 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 592.12 FEET TO THE POINT OF BEGINNING. CONTAINING 498,765 SQUARE FEET OR 11.450 ACRES.

B-2(A) rezoned  
10/1/10 desc.

DESCRIPTION OF PROPERTY TO BE PRE-ZONED B-2(A):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 696.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 592.12 FEET TO A POINT; THENCE RUN N 88° 51' 57" E 28.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 196.37 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 04° 53' 32" W 101.19 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 02° 42' 02" E 204.17 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 33' 06" E 93.10 FEET TO A POINT; THENCE RUN WEST 56.79 FEET TO THE POINT OF BEGINNING. CONTAINING 20,142 SQUARE FEET OR 0.462 ACRE.

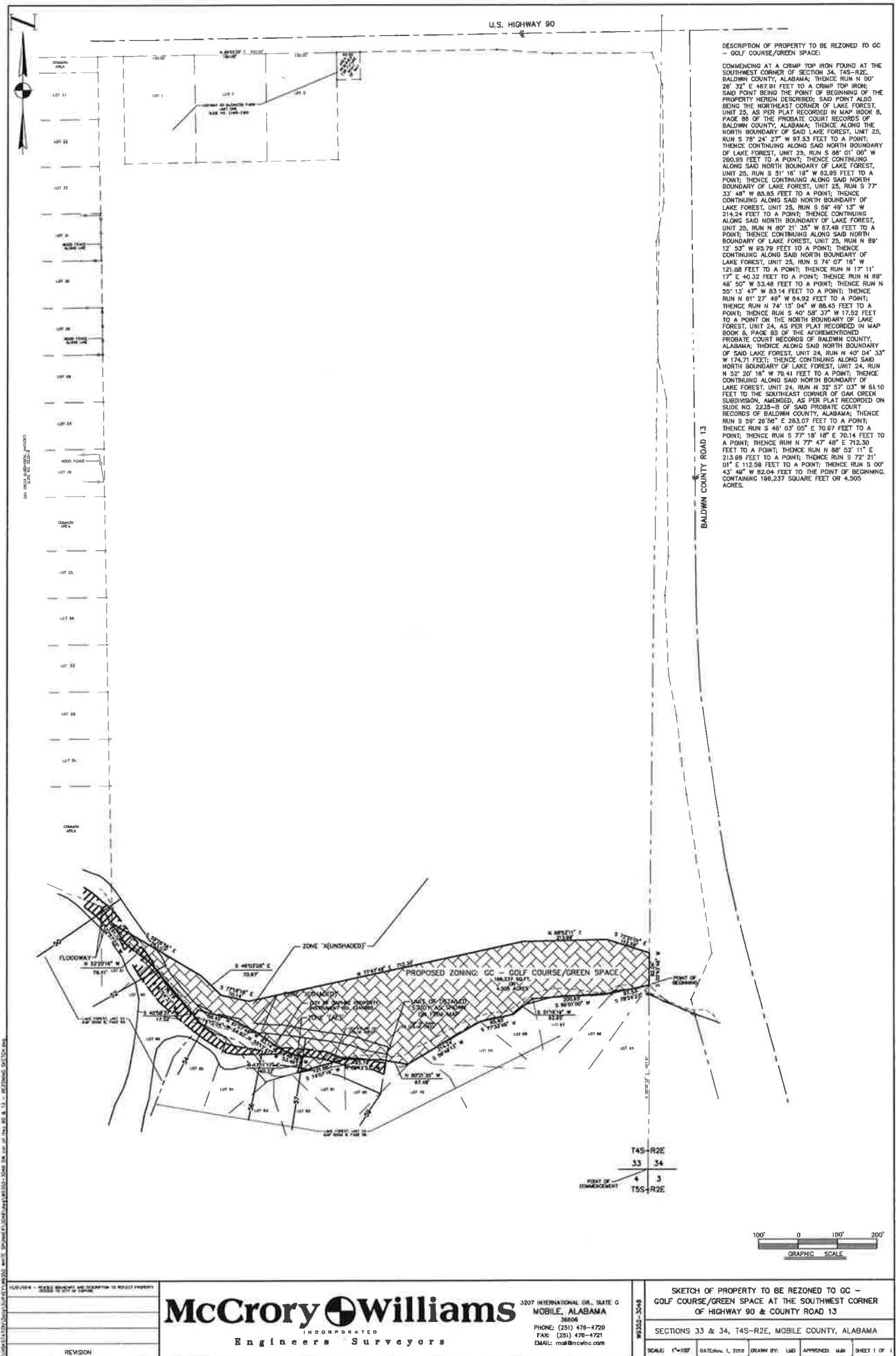
B-2(A) prezone  
legal 42





DESCRIPTION OF PROPERTY TO BE REZONED TO GC - GOLF COURSE/GREEN SPACE:

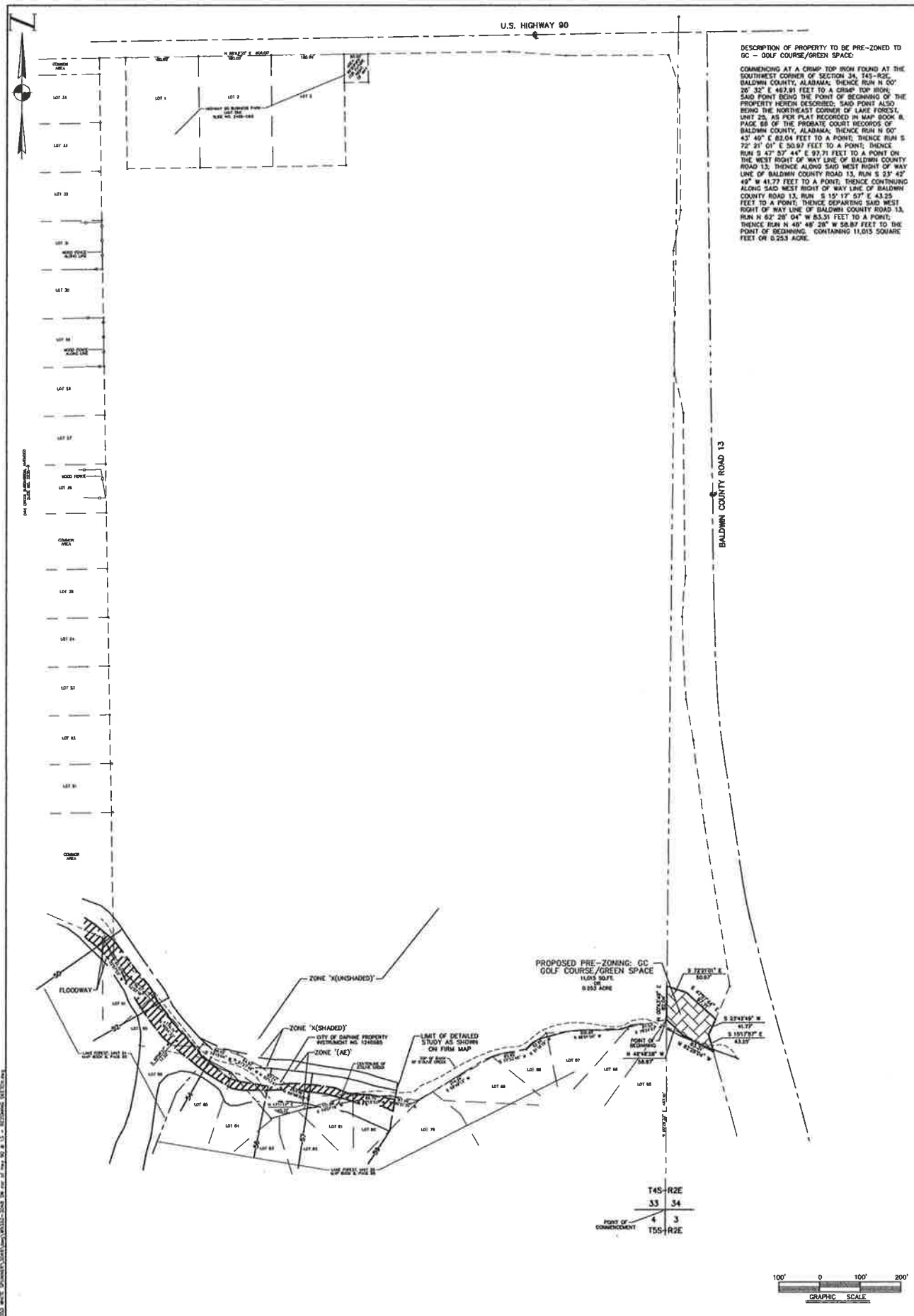
COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN S 78° 24' 27" W 97.53 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 86° 01' 00" W 200.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 51° 16' 19" W 62.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 77° 33' 46" W 85.85 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 59° 49' 13" W 214.24 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN N 80° 21' 35" W 67.48 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN N 89° 12' 53" W 95.79 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN N 40° 04' 33" W 174.71 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 24, RUN N 52° 20' 16" W 79.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 24, RUN N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 59° 26' 56" E 263.07 FEET TO A POINT; THENCE RUN S 46° 03' 05" E 70.97 FEET TO A POINT; THENCE RUN S 77° 18' 18" E 70.14 FEET TO A POINT; THENCE RUN N 77° 47' 48" E 712.30 FEET TO A POINT; THENCE RUN N 88° 52' 11" E 213.98 FEET TO A POINT; THENCE RUN S 72° 21' 01" E 112.59 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 82.04 FEET TO THE POINT OF BEGINNING. CONTAINING 196,237 SQUARE FEET OR 4.505 ACRES.



DESCRIPTION OF PROPERTY TO BE PRE-ZONED TO GC - GOLF COURSE/GREEN SPACE:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 82.04 FEET TO A POINT; THENCE RUN S 72° 21' 01" E 50.97 FEET TO A POINT; THENCE RUN S 47° 57' 44" E 97.71 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 23° 42' 49" W 41.77 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 15° 17' 57" E 43.25 FEET TO A POINT; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN N 62° 28' 04" W 83.31 FEET TO A POINT; THENCE RUN N 46° 48' 28" W 58.87 FEET TO THE POINT OF BEGINNING. CONTAINING 11,015 SQUARE FEET OR 0.253 ACRE.

GC prezone  
ky 46

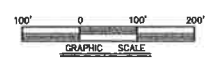


DESCRIPTION OF PROPERTY TO BE PRE-ZONED TO GC - GOLF COURSE/GREEN SPACE:

COMMENCING AT A GRAP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 20' 32" E 487.91 FEET TO A GRAP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS FOR PLAT RECORDED IN MAP BOOK 8, PAGE 68 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 45' 40" E 82.04 FEET TO A POINT; THENCE RUN S 72° 51' 01" E 50.87 FEET TO A POINT; THENCE RUN S 47° 57' 44" E 97.71 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 23° 42' 40" W 41.77 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 15° 17' 57" E 43.25 FEET TO A POINT; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN N 62° 28' 04" W 85.31 FEET TO A POINT; THENCE RUN N 48° 48' 20" W 58.87 FEET TO THE POINT OF BEGINNING. CONTAINING 11,015 SQUARE FEET OR 0.253 ACRE.

PROPOSED PRE-ZONING: GC  
GOLF COURSE/GREEN SPACE  
11,015 SQ. FT.  
OR  
0.253 ACRE

T4S-R2E  
33 34  
POINT OF COMMENCEMENT  
T5S-R2E



| REVISION | DATE | BY | DESCRIPTION |
|----------|------|----|-------------|
|          |      |    |             |
|          |      |    |             |
|          |      |    |             |

**McCrory Williams**  
INCORPORATED  
Engineers Surveyors

3207 INTERNATIONAL DR., SUITE G  
MOBILE, ALABAMA 36608  
PHONE: (251) 476-4720  
FAX: (251) 476-4721  
EMAIL: mal@mcwilliams.com

|                                                                                                                          |                |                |               |               |
|--------------------------------------------------------------------------------------------------------------------------|----------------|----------------|---------------|---------------|
| SKETCH OF PROPERTY TO BE PREZONED TO GC - GOLF COURSE/GREEN SPACE AT THE SOUTHWEST CORNER OF HIGHWAY 90 & COUNTY ROAD 13 | DATE: 09-11-08 | DRAWN BY: LAM  | APPROVED: MAN | 17 OF 1       |
| SECTIONS 33 & 34, T4S-R2E, MOBILE COUNTY, ALABAMA                                                                        | SCALE: 1"=100' | DATE: 09-11-08 | DRAWN BY: LAM | APPROVED: MAN |

*GC prezone map*

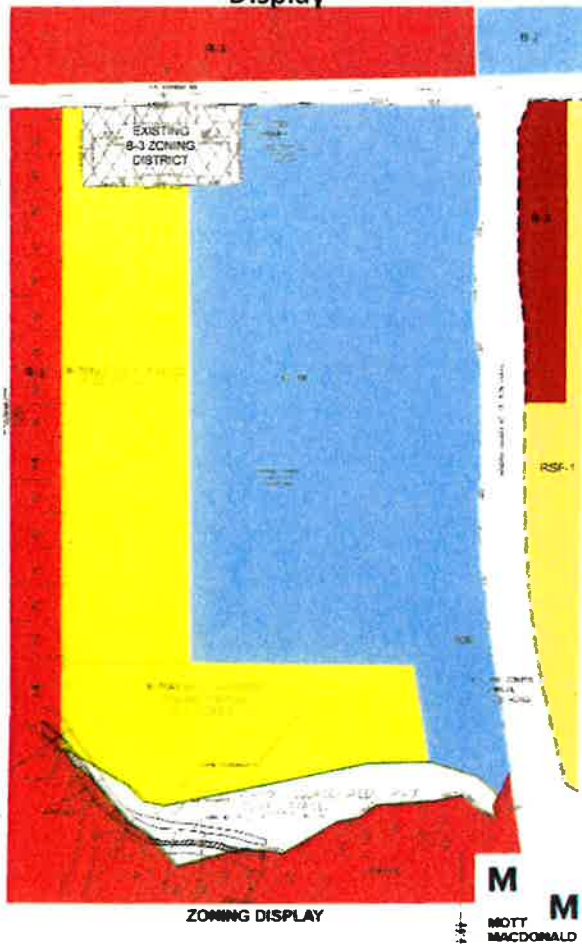
PLANNING COMMISSION  
REZONING REQUEST FOR  
JOHN WHITE-SPUNNER, ET AL



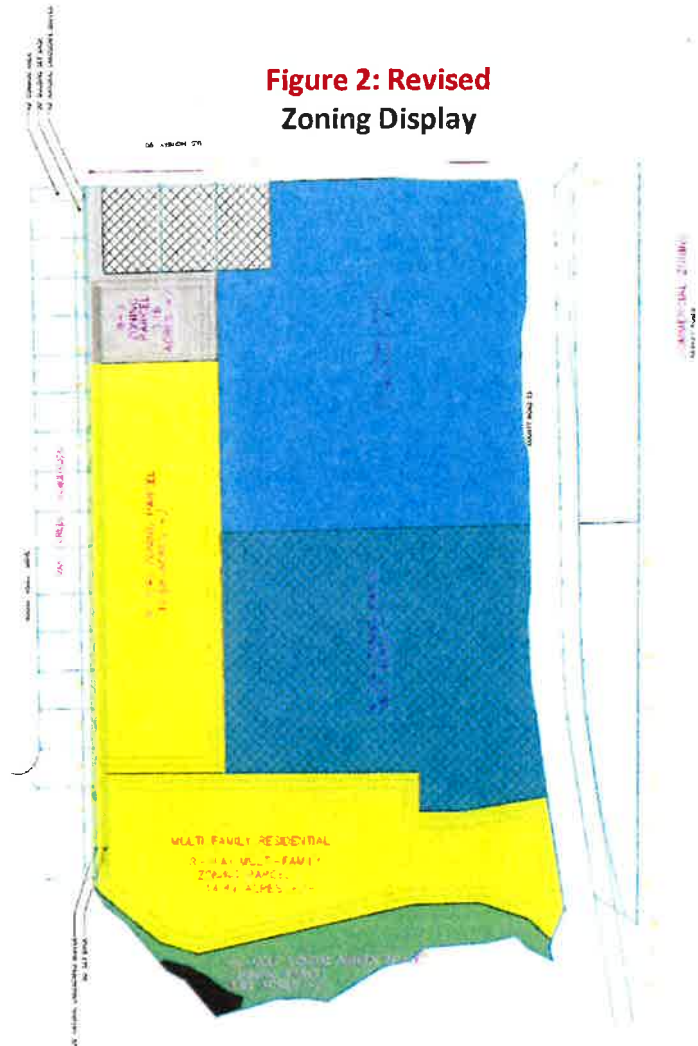


**John White-Spunner, et al**  
**ZONING AMENDMENT SECOND REVIEW**

**Comparison of Zoning Displays**  
**Figure 1: Original Zoning Display**



**Figure 2: Revised Zoning Display**



**Original Zoning Map**

|               |                     |
|---------------|---------------------|
| <b>R-7(A)</b> | 16.52+11.1=27.62 ac |
| <b>B-2</b>    | 45.48 ac            |
| <b>GC</b>     | 4.2 ac              |

**Revised Zoning Display**

|               |                       |
|---------------|-----------------------|
| <b>R-7(A)</b> | 12.68 +14.89=27.57 ac |
| <b>B-3</b>    | 3.16 ac               |
| <b>B-2</b>    | 23.90 ac              |
| <b>B-2(A)</b> | 18.63 ac              |
| <b>GC</b>     | 4.69 ac               |



**John White-Spunner, et al**  
**ZONING AMENDMENT SECOND REVIEW**

---

The original zoning proposal's configuration was--58.83% commercial; 35.72% apartments; 5.43% golf course.

The current proposed zoning configuration is—58.6% commercial; 35% apartments; 6.02% golf course.

*The applicant proposes to amend the rezoning application to also include B-3, Professional Office; B-2(A), General Business Alternate along with R-7(A), Apartments, B-2, General Business and GC, Golf Course. Staff recommendation remains the same: approval with zoning subject to the 3 year reversionary clause.* Planning Commission and Council may consider a reversionary period for each respective district, or any individual district, or for the cumulative request as a whole. If a reversion is set for the cumulative rezoning request, then the reversion clock stops at the time that construction begins on any portion of the subject property.

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***A draft of the September Planning Commission minutes is provided below.***

**-DRAFT MINUTES FROM THE SEPTEMBER 22, 2016 PC REGULAR MEETING-**

An introductory presentation was given by John Peterson, representative of Mott McDonald, of a request to rezone a seventy-seven acre parcel located at the southwest intersection of County road 13 and U.S. Highway 90 from an R-3, High Density Single Family Residential, and unzoned, Baldwin County, to a B-2, General Business, R-7(A), Apartment District, and GC, Golf Course. The conceptual plan presented consists of an established B-3, Professional Business, and R-3, High Density Single Family, zone with arterial access, with no development planned at this time. The request to rezone to commercial is consistent with the Comprehensive Plan that is adopted and for providing a transition from the commercial to the residential area. In accordance with citizen comments, the owner has provided a wider vegetative buffer to the south in the location of the golf course and NEP stream restoration project, as well as, taken into considerations alternative commercial zones.

Mr. Peterson asked to be able to respond after public comment.

Chairman asked for Commission questions or comments.

Mr. Scott stated you mentioned that a portion of this property is unzoned, Baldwin County; however, I believe it is zoned RA, Rural Agricultural, Baldwin County District 15. Ms. Jones explained that Baldwin County may have assumed that it was in the city limits, and the maps are consistent that the purple area is unincorporated.

Chairman asked for Commission questions or comments and opened the floor to public participation.

Mr. Michael Koepp, 29291 Deciduous, resident of Oak Creek Subdivision and President of the POA, spoke in opposition, expressed his concern of a significant buffer zone and depreciation of property values if this property develops as an R-7(a) zone.

Chairman commented although we appreciate the presentation of a conceptual plan, the Commission does not rely on it to determine the appropriateness of the use requested by the applicant for a recommendation for action by the City Council.

Ms. Lavada Farmer, 29242 Acorn Knoll, spoke in opposition, expressed concern regarding traffic congestion and depreciation of property values.

Ms. Victoria Phelps, 111 Worchester Drive, asked for the consideration of the establishment of a transition neighborhood zone abutting the residential subdivisions, the establishment of a vegetative buffer to the south, the implementation of the stream restoration, and commercial development on County Road 13.

Ms. Victoria Phelps asks the height and density requirements of R-7(A) and Ms. Jones responded three stories or fifty feet and ten units per acre.

Mr. Ervin Thornton, 29555 Douglas Road, resident of Douglas Subdivision and President of the POA, spoke in opposition, expressed concern that this development will have a drastic impact on our environment.

Chairman asked for Commission questions or comments and closed public participation.

Chairman asked the Environmental Programs Manager to comment on this application. Ms. Campbell stated that the Mobile Bay National Estuary Program has a draft set of plans for implementation of the stabilization and stream restoration, pending the approval of the zoning amendment.

Chairman asked for a characterization of the effect on storm water drainage of the development of the seventy-seven acres as residential or commercial. Ms. Campbell stated the effect will not be positive until the stream restoration occurs; however, Article 18, Drainage and Storm Water Management, of the Land Use Ordinance is applicable to either.

Mr. Scott commented that if there is not an immediate use for the property that he is opposed to the rezoning.

Ms. Bergin asked if it is based on the lot line or one lot. Ms. Jones stated one lot, and the request would be PUD.

Chairman stated there are three options available to the Commission: action on the present request, to recommend action on a different zoning, or to table action to allow for discussion regarding residential/commercial, traffic, and drainage and to allow for modifications to the request in accordance with land use.

Mr. Peterson, representative of Mott McDonald, requested to table action until the next regular meeting.

Chairman asked for Commission questions or comments and stated the Chair will entertain a motion.

A **Motion** was made by Mr. Scott and **Seconded** by Mr. Fenderson **to table the re-zoning and pre-zoning amendment for John White-Spunner, et al. until the regular meeting of October 27, 2016. There was no discussion on the motion. The Motion carried unanimously.**

**JOHN WHITE-SPUNNER, ET AL  
ZONING AMENDMENT REVIEW**

**Owner:** John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings and Sean Coley

**Location:** The land is located at the southwest intersection of County Road 13 and U.S. Highway 90, 850-ft south of the intersection

**Existing Conditions:** 77 acres of undeveloped land (75 acres in city limits; 2.8 acres in the ETJ)

**Existing Zoning:** R-3, High Density Single Family Residential district

**Proposed Zoning:** B-2, General Business; B-3, Professional Business, R-7(a), Apartments; and GC, Golf Course

**Surrounding Zonings/Uses:**

North-Highway 90

South- R-3, High Density Single Family Residential district (undeveloped)

Further South-Lake Forest Subdivision (residential)

East-RSF-1, Residential Single Family District and B-3, General Business (Baldwin County zoning)

West-(R-3) High Density Single Family Residential district (undeveloped)

Further West-(R-3), Residences in Oak Creek Subdivision

**Existing Utility Service Providers:**

Water– Daphne Utilities

Sewer – Daphne Utilities

Gas- Daphne Utilities

Electric—Riviera Utilities

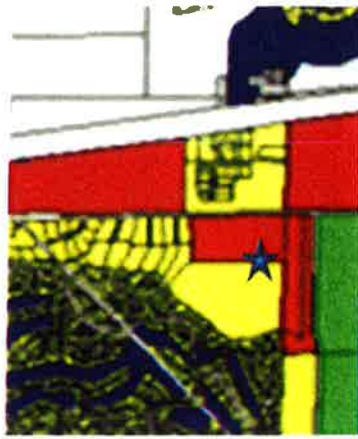
**Affected City Service Providers:**

Fire Protection-Station 3

Police Protection-Police Beat 3

Public Works

Baldwin County Schools—n/a



## Comprehensive Plan

The Future Land Use Map shows the subject property as commercial along Highway 90 and County Road 13 and residential on the remaining land that adjoins the residential subdivision to the west. The proposed zoning configuration is a variation of that: there is more commercial than residential--58.83% proposed commercial; 35.72% proposed apartments; 5.43% proposed golf course.



**Community Development Recommendation:** The petitioner proposes to rezone the subject property for business, apartment and golf course development. The proposal is consistent with the Comprehensive Plan and would be consistent with office uses along Highway 90, the closest example is the office of Stone, Granade and Crosby as well as the Medical Office and Cancer Center located northeast of the intersection of County Road 13 and Highway 90.

If there are uncertainties regarding the zoning amendment, then the zoning should be subject to the reversionary clause as provided in Article 22 of the Land Use & Development Ordinance. The previous zoning for White-Spinner was made subject to the 3 year reversion period (Ordinance 2012-27).

Recommend approval with zoning subject to the 3 year reversionary clause.

*Adjoining property owner notices have been distributed, a zoning notification sign has been posted, and the notice for a public hearing for this petition has been properly advertised in the newspaper in accordance with applicable sections of the Code of Alabama.*

**EXCERPT FROM LAND USE & DEVELOPMENT ORDINANCE**  
**22-2 REVERSIONARY CLAUSE**

(a) General:

- (1) Any parcel or parcels of land zoned or rezoned under the amendment authority of this Ordinance shall revert back to the prior zoning classification after the prescribed time period provided in *Section (b) Time Limits* from the date of City Council approval if one of the following has not occurred on site:
  - a. installation of water mains and connections as shown on approved subdivision or site development plans approved by the Planning Commission; or
  - b. installation of sanitary sewers and laterals as shown on approved subdivision or site development plans approved by the Planning Commission; or
  - c. installation of storm sewers, drainage facilities, and drainage structures as shown on approved subdivision or site development plans approved by the Planning Commission.
- (2) If the development is to be constructed in stages, one of the above-listed installations shall occur in the first phase of development to preclude reversion of the entire property to the previous zoning classification.
- (3) The Planning Commission, upon recommendation of the Director of Community Development, shall recommend to the City Council the reversion period as prescribed below.

(b) Time Limits:

Any recommendation other than as provided below shall be accompanied by a justification thereof. The justification shall be clearly stated in the public hearing and shall be made part of the motion to approve the property's zoning.

**TIME LIMITS**

| <b>ZONING DISTRICT</b>                                               | <b>2 years</b>                      | <b>3 years</b>                         |
|----------------------------------------------------------------------|-------------------------------------|----------------------------------------|
| <b>Single family residential districts</b>                           | Up to five (5) acres                | Over five (5) acres                    |
| <b>Multi-family residential-apartment, town house or condominium</b> | Up to one hundred-fifty (150) units | Over one hundred fifty-one (150) units |
| <b>B-1, B-2, B-3, MU or C/I district</b>                             | Up to three (3) acres               | Over three (3) acres                   |

Daphne Offices, LLC.  
8820 US HWY 90  
Daphne, AL 36526

MAJ, LLC.  
160 N Section St.  
Fairhope, AL 36532

Ruth Anne Partain  
121 Worchester Dr.  
Daphne, AL 36526

Oak Creek Property Owners  
Association, INC.  
29488 Acorn Knoll Dr.  
Daphne, AL 36526

Thomas and Amy Stutts  
P.O. Box 851736  
Mobile, AL 36685

Linda Grandinetti  
C/O Arthur and Lida Stickman  
22230 NE 28<sup>th</sup> St.  
Redmond, VA 98503

Cecil and Lavada Farmer  
P.O. Box 7066  
Spanish Fort, AL 36577

Sean and Lillian Travis  
29224 Acorn Knoll Dr.  
Daphne, AL 36526

Michael and Joy Johnson  
25250 Grigger Rd.  
Robertsdale, AL 36567

Lavon and Virginia Henley  
29488 Acorn Knoll Dr.  
Daphne, AL 36526

Lake Forest Lot Exchange, INC.  
C/O Stephen Callahan  
6316 Piccadilly Square Dr. #B  
Mobile, AL 36609

Marsha Coker  
105 Edgar Cir.  
Daphne AL 36526

Faye Sirmon  
P.O. Box 7978  
Spanish Fort, AL 36577

McGuire Corporation of North  
America  
C/O The Planet Mustard Seed  
P.O. Box 702 Daphne, AL 36526

Thomas Rosandich  
100 Tower Dr. #1103  
Daphne, AL 36526

Bharat and Nayna Patel  
29442 Acorn Knoll Dr.  
Daphne, AL 36526

Friday Construction, LLC.  
P.O. Box 2947  
Mobile, AL 36652

William and Ruby Gravat  
34407 Windley Circle  
Wustis, FL 32736

Paracel Custom Home Builders, INC.  
4400 Bayou Blvd., Site 46  
Pensacola, FL 32503

Lake Forest Property Owners  
Association  
P.O. Box 1087 Daphne, AL 36526

Malbis Plantation, INC.  
29470 ST HWY 181  
Daphne, AL 36526

Homer and Frances Gordon  
5329 Bay Dr.  
Orange Beach, AL 36561

Victoria Phelps  
111 Worchester Dr.  
Daphne, AL 36526

City of Daphne  
P.O. Box 400  
Daphne, AL 36526

Bobby and Patricia Creamer  
29368 Acorn Knoll Dr.  
Daphne, AL 36526

Eugene Overstreet  
44375 HWY 112  
Bay Minette, AL 36507

Jacson and Camille Long  
6884 Capitola Farm Rd.  
Flowery Branch, GA 30542



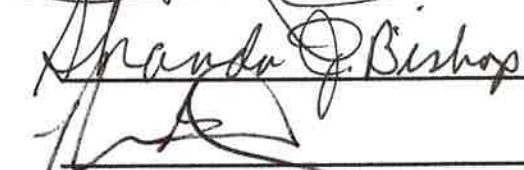
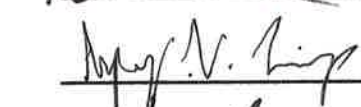
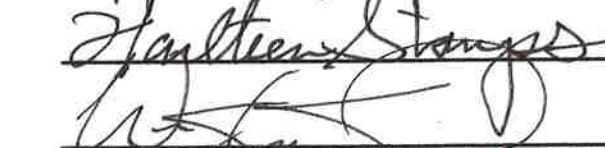
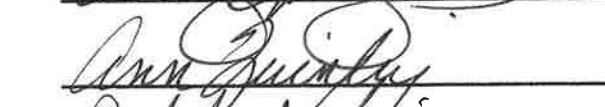
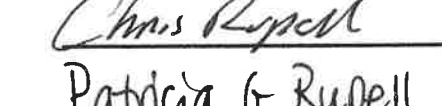
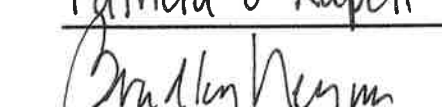
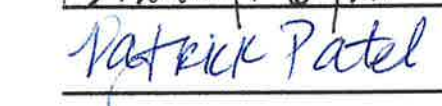
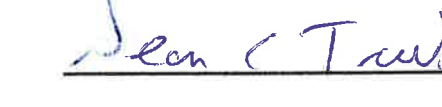
10/27/16

Citizen's  
Opposition

We, the residents of Oak Creek, Douglas Road, and Oak Stone subdivisions, agree that we do not want 120 apartments built on the 77 acre parcel on the corner of U. S. Highway 90 and County Road 13. Not only will 120 more families add to the already hectic traffic problem we already experience on U. S. Highway 90/County Road 13, but this large influx of school children will overtax our local schools. We also do not want two businesses with building setbacks only 30 feet from the rear property lines on Acorn Knoll Drive nor the designated green space extending from these businesses to U. S. Highway 90.

Signed

Address

|                                                                                                 |                                           |
|-------------------------------------------------------------------------------------------------|-------------------------------------------|
|                | 29604 Douglas Rd                          |
| 251-761-1923-  | Daphne, AL 36526                          |
| WATKINS                                                                                         | 29636 Douglas Road - Daphne, AL 36526     |
|                | 29658 Douglas Road                        |
|                                                                                                 | Daphne AL 36526                           |
|               | 29658 Douglas Road                        |
|                                                                                                 | Daphne, AL 36526                          |
|              | P.O. Box 267                              |
|              | 29695 Douglas Rd.                         |
|                                                                                                 | Daphne, AL 36526                          |
|              | 29632 Douglas Rd. Daphne                  |
|              | 36526                                     |
|              | 29605 Douglas Rd Daphne, AL 36526         |
| Patricia G Russell                                                                              | 29581 Douglas Rd Daphne AL 36526          |
|              | 29463 Acorn Knoll Dr. Daphne, AL 36526    |
| Patrick Patel                                                                                   | 29441 Acorn Knoll Drive, Daphne, AL 36526 |
|              | 29224 Acorn Knoll Rd                      |

Lucian J. Jones 29224 Acorn Knoll Dr. Daphne, AL 36526  
Gary Miller 29320 Acorn Knoll Dr. Daphne, AL 36526  
Dorothy Farmer 29320 Acorn Knoll Dr. Daphne, AL  
Home - & Grace Hester 29392 Acorn Knoll Dr., Daphne, AL  
Loy R. Simon 29464 Acorn Knoll Dr., DAPHNE, AL.  
Virginia C. Henley 29488 Acorn Knoll Dr. Daphne, AL.  
D. O. Pugh 29711 Douglas Rd Daphne, AL  
Melvin V. V. 29605 Douglas Rd Daphne AL  
Amy White 29419 Acorn Knoll Dr. Daphne AL  
Cecil + Lavada Farmer 29510 Acorn Knoll Dr. Daphne, AL  
Adam & Trisha Creamer 29368 Acorn Knoll Dr. Daphne, AL 36526  
Michael & Beverly Kopp 29291 Deciduous Ct. Daphne, AL 36526

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**13-9 MINIMUM REQUIREMENTS FOR FIXED DWELLINGS**

The following fixed dwelling minimum requirements shall apply in districts as outlined below, except in overlay districts.

| <b>Fixed Dwelling<br/>Minimum Requirements</b>                                                | <b>R-7(A)<br/>Apartments</b>                   | <b>R-7 (T)<br/>Townhouse</b>                | <b>R-7 (M)<br/>Mid Rise Condo</b>              |
|-----------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------|------------------------------------------------|
| <b>Minimum Acreage</b>                                                                        | 4 ac                                           | 4 ac                                        | 4 ac                                           |
| <b>Minimum Lot Width</b>                                                                      | None                                           | None                                        | None                                           |
| <b>Maximum Density</b>                                                                        | 10 units/acre                                  | 10 units/acre                               | 10 units/acre                                  |
| <b>Maximum Height</b>                                                                         | 50 feet or<br>3 stories                        | 35 feet or<br>2 ½ stories                   | 50 feet or<br>4 stories                        |
| <b>Minimum Building<br/>Setback Lines</b><br>Front/rear/side/corner                           | 50 feet                                        | 50 feet                                     | 50 feet                                        |
| <b>Minimum Distance between<br/>Buildings</b><br><br>-facing front to back                    | 100'<br>(25' minimum<br>from back of curb)     | 100'<br>(25' minimum from<br>back of curb)  | 100'<br>(25' minimum from<br>back of curb)     |
| -facing back to back                                                                          | 100'                                           | 100'                                        | 100'                                           |
| -side to side                                                                                 | ½ the sum of the<br>height of both<br>building | ½ the sum of the height<br>of both building | ½ the sum of the<br>height of both<br>building |
| <b>Maximum Lot Coverage</b><br>Impervious surfaces<br><b>Buildings/structures</b>             | 30%                                            | 30%                                         | 30%                                            |
| <b>Greenbelt Area Width</b><br>Along Perimeter Roadway<br>In addition to minimum setback      | 25 ft                                          | 25 ft                                       | 25 ft                                          |
| <b>Width on Remaining Project<br/>Boundary(s)</b> Greenbelt<br>may be located within setbacks | 25 ft                                          | 25 ft                                       | 25 ft                                          |
| <b>Minimum Landscaping</b><br>See Article 19                                                  |                                                |                                             |                                                |
| <b>Minimum Parking</b><br>Spaces per dwelling unit                                            | 2                                              | 2                                           | 2                                              |
| <b>Additional Provisions</b><br>See Article 28                                                |                                                |                                             |                                                |

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2017-**

**Ordinance to Rezone Property Located at the  
Southwest Intersection of County Road 13 and U.S. Highway 90  
John White-Spunner, White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley**

**WHEREAS**, John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley, as the owners of certain real property located within the City of Daphne, Alabama, has requested that said property be rezoned from R-3, High Density Single Family Residential District to B-3, Professional Business, B-2, General Business District, B-2(A) General Business Alternate District, R-7(T), Townhouse District and R-7(A), Apartment District; and GC, Golf Course District, and,

**WHEREAS**, said real property is located at the southwest intersection of County Road 13 and U.S. Highway 90, and more particularly described as follows:

**LEGAL DESCRIPTION**

B-2  
23.766 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 46" E 1288.63 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 88° 51' 57" W 970.56 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 830.64 FEET TO THE SOUTHWEST CORNER OF LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 89° 03' 35" E 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 00° 56' 25" W 275.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 408.82 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN S 86° 04' 10" E 141.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN N 89° 51' 40" E 251.53 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 74.70 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 376.61 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 35.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 248.04 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 355.92 FEET TO THE POINT OF BEGINNING. CONTAINING 1,035,240 SQUARE FEET OR 23.766 ACRES.

B-2(A)  
11.450 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 696.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN WEST 118.28 FEET TO A POINT; THENCE RUN NORTH 57.00 FEET TO A POINT; THENCE RUN WEST 625.03 FEET TO A POINT; THENCE RUN N 57° 27' 07" W 194.69 FEET TO A POINT; THENCE RUN WEST 47.26 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 411.20 FEET TO A POINT; THENCE RUN N 88° 51' 57" E

970.56 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 592.12 FEET TO THE POINT OF BEGINNING. CONTAINING 498,765 SQUARE FEET OR 11.450 ACRES.

GC

4.505 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN S 78° 24' 27" W 97.53 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 86° 01' 00" W 200.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 51° 16' 19" W 62.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 77° 33' 46" W 85.85 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 59° 49' 13" W 214.24 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN N 80° 21' 35" W 67.48 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN N 89° 12' 53" W 95.79 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN N 40° 04' 33" W 174.71 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 24, RUN N 52° 20' 16" W 79.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 24, RUN N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 59° 26' 56" E 263.07 FEET TO A POINT; THENCE RUN S 46° 03' 05" E 70.97 FEET TO A POINT; THENCE RUN S 77° 18' 18" E 70.14 FEET TO A POINT; THENCE RUN N 77° 47' 48" E 712.30 FEET TO A POINT; THENCE RUN N 88° 52' 11" E 213.98 FEET TO A POINT; THENCE RUN S 72° 21' 01" E 112.59 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 82.04 FEET TO THE POINT OF BEGINNING. CONTAINING 196,237 SQUARE FEET OR 4.505 ACRES.

B-3

0.411 AC

BEGINNING AT THE NORTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 65.15 FEET TO THE NORTHWEST CORNER OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN S 00° 56' 25" E 275.00 FEET TO THE SOUTHWEST CORNER OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE RUN S 89° 03' 35" W 64.99 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED OAK CREEK SUBDIVISION, AMENDED; THENCE ALONG SAID EAST BOUNDARY OF OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING 17,897 SQUARE FEET OR 0.411 ACRE.

R-7(T)

12.131 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF



BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 698.50 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 58' 25" W 1234.80 FEET TO A POINT; THENCE RUN N 89° 03' 35" E AND ALONG THE SOUTH BOUNDARY OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 424.99 FEET TO A POINT; THENCE RUN S 01° 08' 03" E 1241.84 FEET TO A POINT; THENCE RUN WEST 428.53 FEET TO THE POINT OF BEGINNING. CONTAINING 528,420 SQUARE FEET OR 12.131 ACRES.

R-7(A)  
23.075 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 698.50 FEET TO A POINT; THENCE RUN EAST 475.79 FEET TO A POINT; THENCE RUN S 57° 27' 07" E 194.69 FEET TO A POINT; THENCE RUN EAST 625.03 FEET TO A POINT; THENCE RUN SOUTH 57.00 FEET TO A POINT; THENCE RUN EAST 118.28 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 614.44 FEET TO A POINT; THENCE RUN N 72° 21' 01" W 112.59 FEET TO A POINT; THENCE RUN S 88° 52' 11" W 213.98 FEET TO A POINT; THENCE RUN S 77° 47' 48" W 712.30 FEET TO A POINT; THENCE RUN N 77° 18' 18" W 70.14 FEET TO A POINT; THENCE RUN N 46° 03' 05" W 70.97 FEET TO A POINT; THENCE RUN N 59° 26' 56" W 263.07 FEET TO THE POINT OF BEGINNING. CONTAINING 1,005,180 SQUARE FEET OR 23.075 ACRES.

**WHEREAS**, at the City of Daphne Planning Commission meeting on October 27, 2016 the Commission considered said request and in a 6 to 1 vote set forth an unfavorable recommendation regarding the rezoning of 0.411 acres from R-3 to B-3, Professional Business.

**WHEREAS**, at the City of Daphne Planning Commission meeting on October 27, 2016 the Commission considered said request and set forth a unanimous favorable recommendation to the City Council of the City of Daphne that said property be rezoned B-2, General Business, and B-

2(A), General Business Alternate and GC, Golf Course, respectively; and,

**WHEREAS**, at the regular Planning Commission meeting on October 27, 2016, the Commission considered said request and in a 6 to 1 vote set forth a favorable recommendation to rezone 12.06 acres R-7(T), Townhouse District, with a condition that there shall be a minimum seventy foot (70-ft) wide building setback along the west boundary of said R-7(T) District; and,

**WHEREAS**, at the regular Planning Commission meeting on October 27, 2016, the Commission also considered said request and in a 6 to 1 vote set forth a favorable recommendation to rezone 24.95 acres R-7(A), Apartment District, with a condition that there shall be a minimum of one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District; and,

**WHEREAS**, due notice of said proposed rezoning has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public hearing was held before the City Council on December 19, 2016; and,

**WHEREAS**, the City Council of the City of Daphne after due consideration and upon consideration of the recommendation of the Planning Commission, and the public hearing deemed that said application for rezoning of the above described real property is proper and in the best interest of the health, safety and welfare of the citizens of the City of Daphne, Alabama.

**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 rezoned from R-3, High Density Single Family Residential District to B-2, General Business District, B-2(A) General Business Alternate District, and GC, Golf Course District and that the zoning ordinance and zoning map be amended to reflect the said zoning change; and,

That above described real property is hereby rezoned from R-3, High Density Single Family Residential District to R-7(T), Townhouse District with a minimum seventy foot (70-ft) wide building setback along the west boundary of the R-7(T) District; and that the zoning ordinance and zoning map be amended to reflect the said zoning change; and,

That above described real property is hereby rezoned from R-3, High Density Single Family Residential District to R-7(A), Apartment District with a condition that there shall be a minimum one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change; and,

That above described real property is not hereby rezoned from R-3, High Density Single Family Residential District to B-3, Professional District. Said request to rezone 0.41 acres to B-3 is hereby denied and shall remain zoned R-3, High Density Single Family Residential.



**SECTION III: 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 IV: 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 V: EFFECTIVE DATE.**

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

\_\_\_\_\_  
**Dane Haygood,**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2017-\_\_**

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**Ordinance to Prezone Property Located at the  
Southwest Intersection of County Road 13 and U.S. Highway 90  
John White-Spunner et al**

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**WHEREAS**, John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley, as the owners of certain real property located within the unincorporated area of Baldwin County, Alabama, have requested that said property that is currently unzoned in Baldwin County, in the extraterritorial planning jurisdiction of the City of Daphne, to be pre-zoned as B-2, General Business District, B-2(A) General Business Alternate District, GC, Golf Course District and R-7(A), Apartment District; prior to annexing into the City of Daphne; and

**WHEREAS**, said real property is at the southwest intersection of County Road 13 and U.S. Highway 90, and more particularly described as follows:

**Legal Description for Pre-zone:**

**B-2  
0.773 AC**

**PARCEL 1:**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 1927.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 376.61 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 12.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 300.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 66.12 FEET TO THE POINT OF BEGINNING. CONTAINING 2680 SQUARE FEET OR 0.062 ACRE.

**PARCEL 2:**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY,

ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF

BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 1288.61 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 355.92 FEET TO A POINT ON THE WEST RIGHT OF WAY

LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 51.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 12° 00' 08" E 101.98 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 203.63 FEET TO A POINT; THENCE RUN S 88° 51' 57" W 28.84 FEET TO THE POINT OF BEGINNING. CONTAINING 6646 SQUARE FEET OR 0.153 ACRE.

**B-2(A)**  
**0.462 AC**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 696.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 592.12 FEET TO A POINT; THENCE RUN N 88° 51' 57" E 28.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 196.37 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 04° 53' 32" W 101.19 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 02° 42' 02" E 204.17 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 33' 06" E 93.10 FEET TO A POINT; THENCE RUN WEST 56.79 FEET TO THE POINT OF BEGINNING. CONTAINING 20,142 SQUARE FEET OR 0.462 ACRE.

**GC**  
**0.253 AC**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 82.04 FEET TO A POINT; THENCE RUN S 72° 21' 01" E 50.97 FEET TO A POINT; THENCE RUN S 47° 57' 44" E 97.71 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 23° 42' 49" W 41.77 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 15° 17' 57" E 43.25 FEET TO A POINT; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN N 62° 28' 04" W 83.31 FEET TO A POINT; THENCE RUN N 46° 48' 28" W 58.87 FEET TO THE POINT OF BEGINNING. CONTAINING 11,015 SQUARE FEET OR 0.253 ACRE.

**R-7(A)**  
**1.597 AC**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE

86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 82.04 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E, RUN A DISTANCE OF 614.44 FEET TO A POINT; THENCE RUN EAST 56.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 33' 06" E 9.35 FEET TO A POINT; THENCE RUN S 07° 12' 02" E 203.64 FEET TO A POINT; THENCE RUN S 09° 06' 56" E 408.53 FEET TO A POINT; THENCE RUN S 23° 42' 49" W 88.12 FEET TO A POINT; THENCE RUN N 47° 57' 44" W 97.71 FEET TO A POINT; THENCE RUN N 72° 21' 01" W 50.97 FEET TO THE POINT OF BEGINNING. CONTAINING 69,560 SQUARE FEET OR 1.597 ACRES.

**WHEREAS**, at the regular Planning Commission meeting on October 27, 2016, the Commission considered said request and set forth a unanimous favorable recommendation to the City Council to pre-zone the property B-2, General Business and B-2(A), General Business Alternate and GC, Golf Course, respectively ; and,

**WHEREAS**, at the regular Planning Commission meeting on October 27, 2016, the Commission considered said request and set forth a favorable recommendation to pre-zone certain areas of the property R-7(A), Apartment District, with a condition that there shall be a minimum one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District.

**WHEREAS**, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public hearing was held before the City Council on December 19, 2016; and,

**WHEREAS**, the City Council of the City of Daphne after due consideration and upon consideration of the notes of the Planning Commission, deemed that said application for pre-zoning of the above described real property is proper and in the best interest of the health, safety and welfare of the citizens of the City of Daphne, Alabama; and

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

## **SECTION I: ZONING**

That above described real property is hereby pre-zoned to B-2, General Business District, B-2(A) General Business Alternate District, GC, Golf Course District, and R-7(A), Apartment District 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 be amended to reflect the said zoning. Should annexation not occur prior to the expiration of this pre-zoning as set forth in Section IV, this pre-zoning shall have no effect and the designation of a zoning district for the property shall be set forth in the annexation ordinance.

Until such time as the property is annexed to 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 "un-zoned".

**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, and in particular the pre-zoning 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 property, shall become effective upon the date the territory is annexed into the corporate limits. If any portion of the territory is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law then 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 \_\_\_\_\_, 2017.**

\_\_\_\_\_  
**Dane Haygood,**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes,**  
**City Clerk**

**CITY OF DAPHNE**  
**FINANCE COMMITTEE MINUTES**  
**December 12, 2016**  
**4:30 P.M.**

**I. CALL TO ORDER/ROLL CALL**

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

**Present were:** Councilwoman Mrs. Conaway, Councilman Pat Rudicell, Councilman Joel Coleman, Councilman Doug Goodland, Councilman Ron Scott, Councilman Robin LeJeune, Councilman Joe Davis, Finance Director Kelli Kichler, Senior Accountant Suzânn Henson, Human Resource Director Vickie Hinman, Revenue Officer Jamie Smith, Mayor Dane Haygood, and City Attorney Patrick Dungan.

**Also Present:** Public Works Director Richard Johnson, Civic Center Director Margaret Thigpen, City Clerk Rebecca Hayes, Police Captain Jud Beedy, Environmental Program Manager Ashley Campbell, and Community Development Director Adrienne Jones.

**I. PUBLIC PARTICIPATION**

There was no public participation.

**II. HUMAN RESOURCES BUSINESS**

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

Mrs. Vickie Hinman reviewed the Human Resource Report including open position status.

**Positions**

School Crossing Guard  
Building Maintenance Tech.  
Communications Officer  
Corrections Officer  
PSW, Sr. – Street  
Fire Fighter  
Volunteer Coordinator  
Building Maintenance Supervisor

**Status**

Posted until filled  
Posted until filled  
Posted until 12/5/16  
Posted until 12/5/16  
Reviewing applications  
Reviewing applications  
Open  
Open

**Safety Committee**

The committee meeting will be held on December 7, 2016. The committee will discuss injuries and property damage throughout the City. Also, the Loss Prevention audit report will be discussed with committee members.

**Next Safety Committee meeting:** January 25 @ 10:00 a.m.

**Other HR projects/meetings/events:**

- Munis ESS upgrade ongoing
- Loss Control audit Nov. 16
- Revised I-9 training Dec. 12

Mr. Scott asked how long some of the positions had been open. Mr. Scott stated that there is a problem if a position is not filled within six months then the reason the position is not filled or the position itself needs to be re-evaluated. Mr. Scott asked about the Building Maintenance Supervisor. Mr. Johnson discussed this position has not been allowed to be advertised. Discussion continued on how long each position had been open.

Mrs. Hinman reviewed the Loss Control Audit and the inspection made by the insurance agent. Mrs. Hinman stated they visited several facilities and Fire Station #2 was visited. Mrs. Hinman noted she advised the employees were moving into the mobile unit on the property until renovations were complete at Fire Station #2. Discussion was made concerning the elevator not operating at City Hall. Ms. Kichler noted the Mayor had negotiated the cost down for the elevator repairs. The Mayor stated that the part is on order and will take a couple weeks to build the part. Discussion continued on

evaluating the maintenance contract and determining if other parts are obsolete and need to be replaced before another breakdown occurs. Mrs. Hinman noted that the insurance inspector also noted the City needs the playgrounds inspected by someone certified. Discussion continued that the Recreation Director David McKelroy was no longer certified as his certification had lapsed.

Mrs. Hinman stated she wanted to bring up Fair Labor Standards Act (FLSA) was set to become effective in December but 9 days before it became effective the Act was put on hold until probably February. Discussion continued on the changes the City had made. Ms. Kichler stated we upgraded positions for four employees which needed to be re-classed anyway. Ms. Kichler stated that some employees were moved from salary to hourly and according to the final decision on the Act some of the positions may be required to change back to salary. Mrs. Hinman stated she would bring information back once a decision is made.

### **III. BUSINESS LICENSE REPORT**

#### **A. Report: New Business Licenses – November, 2016**

| <b>BUSINESS LICENSE COUNT through 11/30/2016</b>   |              |
|----------------------------------------------------|--------------|
| Issued THIS MONTH:                                 |              |
| NEW Licenses                                       | <b>47</b>    |
| RENEWAL Licenses (2016)                            | 22           |
| PRIOR YEAR Licenses (2015 and Prior)               | 6            |
| <b>Total Issued THIS MONTH</b>                     | <b>75</b>    |
| Total Issued THIS MONTH - PREVIOUS YEAR            | 68           |
| <b>Net Gain/-Loss Current VS Previous Yr MONTH</b> | <b>+ 7</b>   |
| <b>Total Issued YTD 2016</b>                       | <b>4,777</b> |
| <b>Total Issued YTD - PREVIOUS YEAR</b>            | <b>4,591</b> |
| <b>Net Gain/-Loss Current VS Previous Yr YTD</b>   | <b>+ 186</b> |

Code enforcement issued 5 warnings resulting in businesses becoming compliant and \$383 in revenue.

Mrs. Smith reviewed the following reports and information:

- New Businesses with a physical location in Daphne - 11
- Total collections for November 2016 were \$11,605
- YTD collections are up \$5,159.39 from the previous year.

Mrs. Smith noted that she will include the Delinquency report again in March after annual business license renewals process is complete.

### **IV. CURRENT BUSINESS**

#### **A. Approve previous months minutes**

The previous minutes were approved.

***MOTION BY Mr. LeJeune to approve the November Finance Committee minutes. Seconded by Mr. Goodlin . MOTION CARRIED UNANIMOUSLY***

#### **B. Financial Reports**

##### **1. Treasurer's Report: November, 2016**

Mrs. Henson reviewed the Treasurer's Report:



| Account Type/Title              | Bank / Brokerage | 11/30/2016              | 10/31/2016    | Increase (Decrease)<br>from last Month | 11/30/215     | Increase<br>(Decrease) from<br>Last Year |
|---------------------------------|------------------|-------------------------|---------------|----------------------------------------|---------------|------------------------------------------|
| Total Unrestricted Cash Balance |                  | 12,475,648              | 12,602,155    | (126,507)                              | \$ 10,771,967 | \$ 1,703,681                             |
| Total Restricted Cash Balance   |                  | 9,259,424               | 9,171,549     | 87,875                                 | 8,808,158     | 451,266                                  |
| Total City Cash Balance         |                  | \$ 21,735,073           | \$ 21,773,704 | \$ (38,631)                            | \$ 19,580,125 | \$ 2,154,948                             |
|                                 |                  | Encumbrance Total as of | 11/30/2016    |                                        | \$607,284     |                                          |

Discussion was made that the Four Cent and Seven Cent would soon be moved to Bryant Bank. Mr. Rudicell asked about the \$2 million discussed being used for the Recreation facilities. Ms. Kichler stated that \$500,000 was transferred to Capital Reserve and \$800,000 out of Lodging Tax and these funds are being used for the Recreation projects. Ms. Kichler stated that the \$1.5 million still in General Fund Reserve and will need an ordinance approved to transfer those monies for use.

Mrs. Henson noted that the encumbrance list is included in the packet and there was a motion at the Building and Properties meeting to obtain quotes for the Civic Center sign to use those funds. Mrs. Henson stated that no action is needed by the Finance Committee to use these funds since they are available as encumbered funds.

***The Treasurer's Report as of November, 2016 Total Unrestricted Cash Balance - \$12,475,648 and Total City Cash Balance - \$21,735,073 was presented to be filed for audit.***

## **2. Sales and Use Taxes: October, 2016**

Mrs. Henson reviewed the Sales & Use Tax Reports and Graphs: \$1,194,791 was collected for October, 2016:

- YTD Variance over Budget - \$ 16,759

## **3. Lodging Tax Collections, October, 2016**

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for October, 2016 were \$83,846 which is up \$3,158 from October 2015's collections of \$82,326.

- YTD Variance over Budget: \$ 3,158

## **4. Lodging Tax Fund: Statement of Rev over Exp, November, 2016**

Mrs. Henson reviewed the Lodging Tax Statement of Revenues over Expenditure report for November, 2016.

- Unreserved balance for Bayfront related purchases - \$1,378,667
- Recreation related purchases - \$421,571

Ms. Kichler noted that recent expenditures for Lake Forest Marina (\$150,000) are reflected in the report.

## **5. Correction/Court Fund Report, October, 2016**

Mrs. Henson reviewed the Correction/ Court Fund Report and reported that no transfers have been required to date this year.

- Court balance - \$215,122
- Corrections balance - \$5,968
- No transfers to date from the court portion of the fund to the corrections for the purchase of inmate meals

Ms. Kichler asked the committee if they wanted this report to continue to be included in the packet since there were no more transfers required from Court to the corrections account for inmate meals. Discussion continued that this report would continue to be prepared internally but was not did not need to be in the packet monthly.

Ms. Kichler stated the financial reports are not included this month since Finance department is working on the audit and the auditors will be present at the January meeting to review the audited financial statements. Mr. Scott asked if he could review the statistical section of the CAFR since he had found several errors in it. Ms. Kichler stated she would send that to him to review and she had fixed some this year.

## **19. Bills Paid Reports – November, 2016**

The Bills Paid Report was presented in the packet.

### **C. Appropriation Request: (Ordinance)**

#### **1. Emergency Repairs: Building & Equipment - \$50,000**

Ms. Kichler reviewed the need to have appropriated monies for emergency repairs to City buildings/facilities. Ms. Kichler stated the elevator repair at City Hall is an example of the type of repair the monies would be used for. Discussion continued on the elevator repair. Ms. Kichler stated the monies would only be available upon approval from the Mayor and accessible by the Finance Director. Mrs. Henson noted there had been emergency repair monies budgeted before in a previous year and the process worked well to expedite the repairs.

***MOTION BY Mr. Scott to recommend to Council to adopt the Ordinance amending the budget to appropriate \$50,000 from the General Fund for Emergency Building/Equipment Repairs. Seconded by Mr. Davis.***

***MOTION CARRIED UNANIMOUSLY***

#### **2. Adaptive ITS Utility cost-ALDOT CE&E and Direct Overhead - \$6,400**

Mr. Johnson reviewed the project and noted that additional monies are needed for the adaptive utility cost and CE & I (engineering) cost related to the project. Mr. Johnson noted that Ordinance 2016-34 appropriated \$33,119 for the City's 20% local match. Mr. Johnson stated he negotiated the amount down from ALDOT's original request of over \$10,000 and noted on the next project he would request the CE&I be added on the initial request. Discussion continued that the project was expected to be bid in January 2017.

***MOTION BY Conaway to adopt an ordinance appropriating an additional \$6,400 out of the Seven Cent Gas Tax Fund for the Adaptive ITS Utility and CE&I for the ALDOT Signalization project. Seconded by Goodlin.***

***MOTION CARRIED UNANIMOUSLY***

#### **3. Replacement Police vehicle that was totaled by insurance company (New cost-\$38,102 LESS Insurance settlement-\$2,565 = \$35,537 appropriation needed.**

Captain Jud Beedy requested an appropriation to replace vehicle #307 (2007 Ford Crown Vic) that was totaled. Discussion continued on the number of replacement vehicles needed each year for the Police Department and whether the vehicles should be purchased instead of leased.

***MOTION BY Mr. Scott to recommend to Council to adopt the Ordinance amending the budget to appropriate \$35,538 from the General Fund for a police vehicle to replace vehicle #307 (2007 Ford Crown Vic) that was totaled. Seconded by Mr. Davis.***

***MOTION CARRIED UNANIMOUSLY***

#### **4. Police New Hire Training/Uniform cost - \$11,000**

Captain Jud Beedy reviewed the request for an appropriation to outfit new personnel. Captain Beedy explained that a grant was pending to outfit the fourth new personnel position but the City was not awarded the grant. Captain Beedy also noted that additional monies were needed to complete the outfitting of the third new position approved in the FY2017 budget. Discussion continued on the equipment required to outfit new personnel: uniform, leather gear, bullet proof vest..etc.

***MOTION BY Mr. LeJeune to recommend to Council to adopt the Ordinance amending the budget to appropriate \$11,000 from the General Fund to provide equipment to outfit new personnel approved in the FY2017 budget. Seconded by Mr. Scott.***

***MOTION CARRIED UNANIMOUSLY***

**5. Timber removal Invoices (Daphne Sports Complex) : *Malone Forestry Inc. -\$16,027 and Southeastern Natural Resources, Inc. - \$14,817***

Ms. Kichler stated that appropriating monies for the timber removal was discussed at the Public Work Committee meeting and forwarded back to the Finance Committee. Ms. Kichler noted that the previous Resolution 2016-53 and the Timber Sale contract are included in the handout.

Ms. Kichler noted that Resolution 2016-53 states .. *Whereas, Southeastern Natural Resources, Inc. (Art Dyas), Forestry Product Broker, has evaluated the property and determined that the brush (woody vegetation) can be removed at no cost to the City and the Timber can be harvested and sold at fair market value...and Whereas, any net proceeds from the sale of timber for the property can be applied to the project construction* and the Timber Sale Agreement states: ..*Purchaser (Mobile Forest Products, Inc.) agrees to cut and remove all timber and brush at no cost to the Seller (City of Daphne).*

Ms. Kichler stated that Southeastern Natural Resources has obtained a business license but Malone Forestry does not have a business license. Ms. Kichler stated she believed there was some miscommunication on this project and that the City attorney needs to advise if Resolution 2016-53 needs to be amended for payment to be made and that Malone Forestry Inc. does not need to be paid until they obtain a City of Daphne Business License. Mr. Johnson discussed the how the process went but Mobile Forestry did provide a service to the City. Mr. Johnson stated he was advised from Art Dyas, Southeastern Natural Resources, Inc. that the total value of the timber removed was around \$25,000 and the value of the services performed was around \$100,000-150,000.

Mr. Scott discussed that Council approved the contract and the invoice should be paid. Discussion continued that the contract was with Mobile Forest Products, Inc. and the invoice amounts due are from Southeastern Natural Resources, Inc. and Malone Forestry, Inc.

Ms. Kichler requested that if a process can be set up so that in the future if all projects can be vetted by departments that need to participate in the process because before it goes to Committees and Council. Ms. Kichler stated this project was rushed through which caused these issues. The Mayor discussed that the City is getting invoices from vendors that do not have a contract with the City. Mr. LeJeune discussed putting the contract discussion on the Ordinance Committee agenda. Discussion continued that Malone Forestry, Inc. payment will be held until the City of Daphne Business License is obtained.

***MOTION BY Mr. Scott to pay the invoices for services related to the Timber removal at the new Daphne Sports Complex as presented:***

***1. Malone Forestry Inc. -\$16,027***

***2. Southeastern Natural Resources, Inc. - \$14,817.***

***Seconded by Mr. LeJeune.***

***MOTION CARRIED UNANIMOUSLY***

**D. Bids: (Resolution)**

**1. 2017-B-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL**

Mr. Johnson noted that Mr. William Eringman, PW Deputy Director had reviewed the bid submittals received at the November Finance Committee meeting and noted that the City attorney was reviewing the exceptions taken by Volkert Inc. (low bidder) concerning the Davis Bacon Act. City attorney noted at last month's meeting that he was researching the Davis-Bacon Act requirement. Further legal clarification and advisement was received and the decision was that the Davis Bacon Act is not required. Mrs. Henson stated that the contract in the packet included amendments made for the removal of the Davis Bacon act and a clarification in the indemnity verbiage. Mrs. Henson noted that Volkert had reviewed the amended contract and did not have any issues with it. Mrs. Henson noted that Mr. Kirby McCrary with Volkert, Inc. was present at the meeting if anyone had any questions.

***MOTION BY Mrs. Conaway to recommend to Council to award the 2017-B-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL for hourly rates as bid to Volkert, Inc.. Seconded by Mr. Davis.***

***MOTION CARRIED UNANIMOUSLY***

## **2. 2017-C-FD/BREATHABLE AIR COMPRESSOR**

Mrs. Henson reviewed that the Breathable Air Compressor equipment would be purchased with grant monies and that the City's match had been encumbered from FY2016 Budget monies. Chief White noted he had submitted a recommendation letter to award to the only bidder, NAFECO, Inc..

***MOTION BY Mr. Scott to recommend to Council to award the 2017-C-FD/BREATHABLE AIR COMPRESSOR for a unit cost of \$49,646 as bid to NAFECO, Inc.. Seconded by Mr. Davis.***  
***MOTION CARRIED UNANIMOUSLY***

## **3. SAPA-RFB-2016-05 Cellular-Telephone Service & Related Equipment–Opened 11-18-16**

Mrs. Henson stated that the City was currently utilizing the SAPA Cell Phone bid. Mrs. Henson noted a new SAPA Cellular Service bid was opened on November 18, 2016 and was recommended by SAPA members to be awarded to Verizon. Discussion continued on the City's cell phone usage. Mrs. Henson noted there are generally several contract forms to sign for this bid so she wanted to prepare a Resolution to authorize the Mayor to sign related contracts.

***MOTION BY Mr. Scott to recommend to Council for the City to utilize the SAPA-RFB-2016-05 Cellular-Telephone Service & Related Equipment and to authorize the Mayor to execute associated contract.***  
***Seconded by Mrs. Conaway.***  
***MOTION CARRIED UNANIMOUSLY***

## **E. Approve Resolution for FY17 Capital Lease purchases – Hancock Bank**

Mrs. Henson stated that a Resolution needs to be adopted to authorize obtaining the lease agreements for equipment approved for lease in the FY2017 Budget. Mrs. Henson stated that quotes from Banks had been obtained and Hancock had the lowest interest rate (2.29-2.7% according to lease date). Discussion continued on leasing versus purchasing the equipment. Mr. Rudicell and Mr. LeJeune discussed that the annual cost of leased equipment lowers the operating funds available and purchasing the equipment should be considered. Discussion continued on tabling the approval of leasing the equipment to allow time to evaluate which method of purchasing is in the City's best interest.

***MOTION BY Mr. Scott to table the discussion of leasing equipment to further evaluate purchasing verses leasing. Seconded by Mr. LeJeune.***  
***MOTION CARRIED UNANIMOUSLY***

## **V. OLD BUSINESS**

### **A. 2016 Community Development Block Grant (CDBG)-Sewer Hookups in the Whispering Pines & Pollard Road community-Grant Administration: RFP not required**

Mrs. Henson noted that the City's Grant Administrator had advised her that ADECA did not require an RFP for the Grant Administration since the City had already contracted with Grant Management L.L.C.. Mrs. Henson noted she wanted to bring that to Council's attention since they had adopted a Resolution approving the advertising for the Grant Management and Engineering services. Mrs. Henson noted the Engineering RFQ is being advertised now.

## **VI. ADJOURN      The meeting adjourned at 6:16 p.m.**

**TREASURER'S REPORT**

As of November 30, 2016

| Account Type/Title                         | Bank / Brokerage  | 11/30/2016           | 10/31/2016           | increase<br>(Decrease) from<br>last Month | 11/30/2015           | increase<br>(Decrease)<br>from Last Year |
|--------------------------------------------|-------------------|----------------------|----------------------|-------------------------------------------|----------------------|------------------------------------------|
| <b>GENERAL FUND &amp; ENTERPRISE FUNDS</b> | Compass Bank1     | \$ 6,911,684         | \$ 7,030,944         | \$ (119,260)                              | \$ 5,360,006         | \$ 1,551,678                             |
| <b>INVESTMENT FUND</b>                     | Raymond James     | 5,454,088            | 5,454,088            | 0                                         | \$ 5,320,574         | \$ 133,514                               |
| <b>CREDIT CARD ACCOUNT</b>                 | Compass Bank3     | 4,898                | 6,767                | (1,869)                                   | \$ 484               | \$ 4,414                                 |
| <b>MUNICIPAL COURT</b>                     | Compass Bank2     | 104,979              | 110,356              | (5,378)                                   | \$ 90,903            | \$ 14,075                                |
| <b>Total Unrestricted Cash Balance</b>     |                   | <b>12,475,648</b>    | <b>12,602,155</b>    | <b>(126,507)</b>                          | <b>\$ 10,771,967</b> | <b>\$ 1,703,681</b>                      |
| <b>SPECIAL REVENUE FUNDS</b>               |                   |                      |                      |                                           |                      |                                          |
| 4 CENT GAS TAX                             | PNC Bank1         | 222,227              | 217,683              | 4,544                                     | 163,921              | 58,306                                   |
| 7 CENT GAS TAX                             | PNC Bank2         | 388,250              | 386,573              | 1,677                                     | 450,851              | (62,601)                                 |
| TREE & FLOWER                              | Compass Bank1     | 18,926               | 18,926               | (0)                                       | 16,666               | 2,260                                    |
| SAIL SITE                                  | PNC3/Compass1     | (1,516)              | 1,778                | (3,294)                                   | (356)                | (1,160)                                  |
| NON-MAJOR STORMS                           | Compass Bank1     | (13,962)             | (13,962)             | 0                                         | (752,178)            | 738,216                                  |
| BP OIL SPILL                               | Compass Bank1     | -                    | -                    | -                                         | 426,768              | (426,768)                                |
| FEDERAL DRUG FORFEITURES                   | Compass Bank1     | 180,452              | 184,560              | (4,108)                                   | 242,263              | (61,811)                                 |
| LOCAL DRUG FORFEITURES                     | Compass Bank1     | 4,804                | 4,804                | (0)                                       | 23,547               | (18,743)                                 |
| LIBRARY                                    | Compass Bank1     | 14,540               | 13,010               | 1,530                                     | 7,643                | 6,897                                    |
| COURT TRAINING & EQUIPMENT                 | Compass Bank2     | 34,707               | 35,428               | (721)                                     | 34,095               | 612                                      |
| COURT JUDICIAL ADMINISTRATIVE              | Compass Bank2     | 116,888              | 113,556              | 3,332                                     | 138,173              | (21,285)                                 |
| COURT CORRECTION                           | Compass Bank2     | 222,499              | 217,901              | 4,598                                     | 192,887              | 29,612                                   |
| LODGING TAX                                | Compass Bank1     | 1,740,293            | 1,783,670            | (43,377)                                  | 2,860,403            | (1,120,110)                              |
| <b>AGENCY FUNDS</b>                        |                   |                      |                      |                                           |                      |                                          |
| SELF INSURANCE                             | Compass Bank1     | 109,886              | 111,371              | (1,485)                                   | 75,891               | 33,995                                   |
| FLEX SPENDING                              | Compass Bank1     | (3,465)              | 98                   | (3,563)                                   | (5,849)              | 2,384                                    |
|                                            |                   | <b>3,034,528</b>     | <b>3,075,396</b>     | <b>(40,868)</b>                           | <b>3,874,725</b>     | <b>(840,197)</b>                         |
| <b>CAPITAL PROJECT FUNDS</b>               |                   |                      |                      |                                           |                      |                                          |
| CAPITAL RESERVE                            | Wells Fargo Bank1 | 2,465,829            | 2,544,987            | (79,158)                                  | 1,565,005            | 900,824                                  |
| 2014 CAPITAL IMPROVEMENTS                  | Compass Bank      | 418,130              | 418,116              | 14                                        | 782,290              | (364,160)                                |
| 2016 CAPITAL IMPROVEMENTS                  | Compass Bank      | 845,211              | 845,207              | 4                                         | -                    | 845,211                                  |
|                                            |                   | <b>3,729,170</b>     | <b>3,808,310</b>     | <b>(79,140)</b>                           | <b>2,347,295</b>     | <b>1,381,875</b>                         |
| <b>DEBT SERVICE FUNDS</b>                  |                   |                      |                      |                                           |                      |                                          |
| DEBT SERVICE                               | Wells Fargo Bank2 | 2,495,727            | 2,287,843            | 207,884                                   | 2,586,138            | (90,411)                                 |
| <b>Total Restricted Cash Balance</b>       |                   | <b>9,269,424</b>     | <b>9,171,549</b>     | <b>87,875</b>                             | <b>8,808,158</b>     | <b>451,266</b>                           |
| <b>Total City Cash Balance</b>             |                   | <b>\$ 21,735,073</b> | <b>\$ 21,773,704</b> | <b>\$ (38,631)</b>                        | <b>\$ 19,580,125</b> | <b>\$ 2,154,948</b>                      |
| <b>Encumbrance Total as of 11/30/2016</b>  |                   |                      |                      | <b>\$607,284</b>                          |                      |                                          |

# SALES & USE TAXES

\*Adjusted to accrued collections

## ACTUAL COLLECTIONS

## FY 2017 BUDGET vs ACTUAL

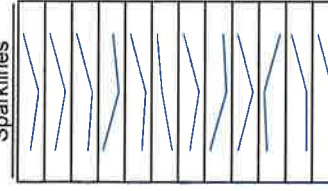
|               | 2013                 | 2014                 | 2015                 | 2016                 | 2017                | 7/18 Year Sparklines                                                               | Budget               | Monthly Variance | YTD Variance | % Over / (Under) Monthly Budget |
|---------------|----------------------|----------------------|----------------------|----------------------|---------------------|------------------------------------------------------------------------------------|----------------------|------------------|--------------|---------------------------------|
| October       | 1,019,065.37         | 1,062,861.14         | 1,073,290.88         | 1,154,933.34         | 1,194,790.73        |  | 1,178,032.01         | 16,758.72        | 16,758.72    | 1.4%                            |
| November      | 1,011,813.96         | 1,061,121.86         | 1,092,961.96         | 1,157,742.46         |                     |  | 1,180,897.31         |                  |              |                                 |
| December      | 1,266,051.50         | 1,299,075.20         | 1,312,012.89         | 1,411,946.31         |                     |  | 1,440,185.24         |                  |              |                                 |
| January       | 895,717.19           | 974,224.69           | 1,023,171.34         | 1,089,869.73         |                     |  | 1,111,667.12         |                  |              |                                 |
| February      | 1,004,349.50         | 1,051,602.29         | 1,056,996.02         | 1,250,035.09         |                     |  | 1,275,035.79         |                  |              |                                 |
| March         | 1,181,007.55         | 1,205,342.67         | 1,256,397.38         | 1,322,579.37         |                     |  | 1,349,030.96         |                  |              |                                 |
| April         | 1,039,769.87         | 1,110,085.05         | 1,144,698.61         | 1,252,906.65         |                     |  | 1,277,964.78         |                  |              |                                 |
| May           | 1,098,548.05         | 1,218,956.40         | 1,198,226.99         | 1,209,149.30         |                     |  | 1,233,332.29         |                  |              |                                 |
| June          | 1,097,507.32         | 1,202,126.66         | 1,252,030.17         | 1,376,077.74         |                     |  | 1,277,070.77         |                  |              |                                 |
| July          | 1,065,215.02         | 1,139,120.72         | 1,222,993.95         | 1,287,651.05         |                     |  | 1,247,453.83         |                  |              |                                 |
| August        | 1,110,126.44         | 1,129,483.17         | 1,148,890.48         | 1,215,286.39         |                     |  | 1,171,868.29         |                  |              |                                 |
| September     | 1,058,958.43         | 1,104,411.74         | 1,138,473.73         | 1,246,713.97         |                     |  | 1,161,243.20         |                  |              |                                 |
| <b>Totals</b> | <b>12,848,130.20</b> | <b>13,558,411.59</b> | <b>13,920,144.40</b> | <b>14,974,891.40</b> | <b>1,194,790.73</b> |  | <b>14,903,781.59</b> | <b>16,758.72</b> |              |                                 |

|                                                           |          |
|-----------------------------------------------------------|----------|
| Budgeted Dollar Increase (Actual) FY16 vs (Budgeted) FY17 | (71,110) |
| Budgeted Percent Increase FY16 vs FY17                    | -0.5%    |

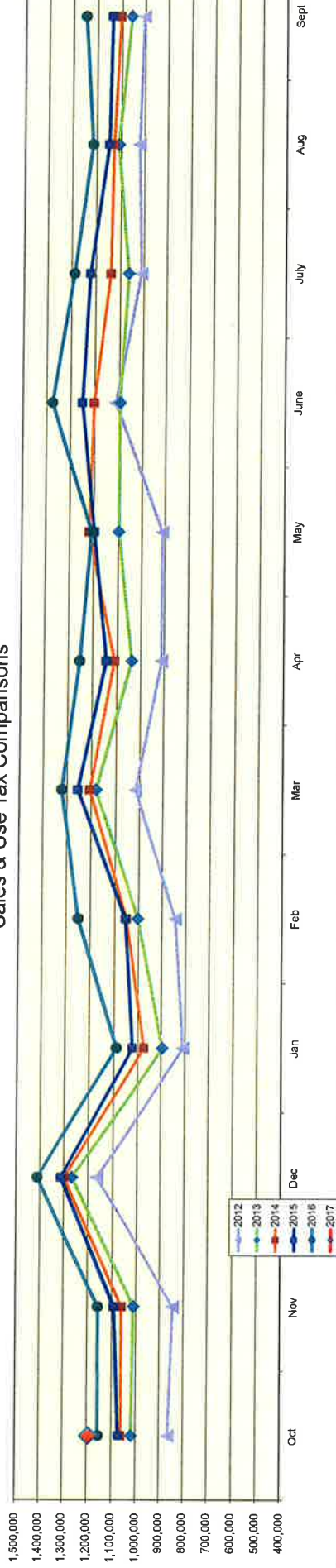
## Fiscal Year Changes Year Over Year

|                        | \$ Change         |                   | Percent Change      |                  |
|------------------------|-------------------|-------------------|---------------------|------------------|
|                        | 2013-2014         | 2014-2015         | 2015-2016           | 2016-2017        |
| October                | 43,795.77         | 10,429.74         | 81,642.46           | 39,857.39        |
| November               | 49,307.90         | 31,840.10         | 64,780.50           |                  |
| December               | 33,023.70         | 12,937.69         | 99,933.42           |                  |
| January                | 78,507.50         | 48,946.65         | 66,698.39           |                  |
| February               | 47,252.79         | 5,393.73          | 193,039.07          |                  |
| March                  | 24,335.12         | 51,054.71         | 66,181.99           |                  |
| April                  | 70,315.18         | 34,613.56         | 108,208.04          |                  |
| May                    | 120,408.35        | (20,729.41)       | 10,922.31           |                  |
| June                   | 104,619.34        | 49,903.51         | 124,047.57          |                  |
| July                   | 73,905.70         | 83,873.23         | 64,657.10           |                  |
| August                 | 19,356.73         | 19,407.31         | 66,395.91           |                  |
| September              | 45,453.31         | 34,061.99         | 108,240.24          |                  |
| <b>Annual Total</b>    | <b>710,281.39</b> | <b>361,732.81</b> | <b>1,054,747.00</b> | <b>39,857.39</b> |
| <b>Annual % Change</b> |                   |                   |                     | <b>5.5%</b>      |
| <b>Annual % Change</b> |                   |                   |                     | <b>7.6%</b>      |

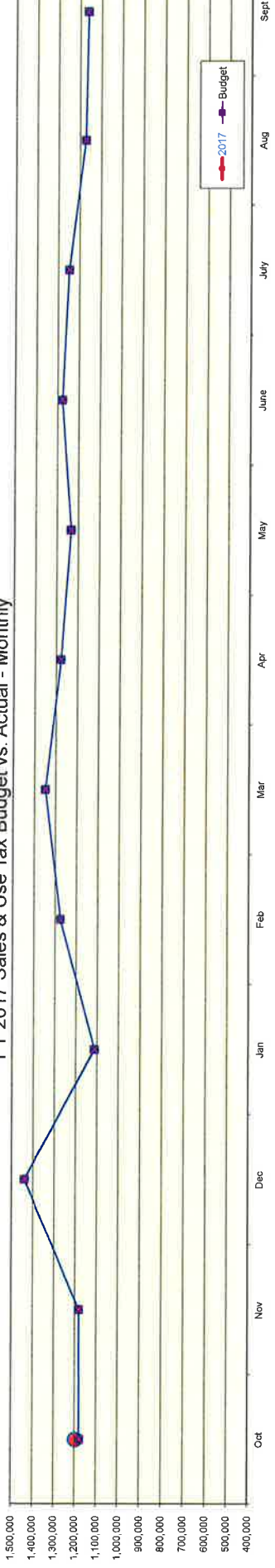
6/7 Year Sparklines



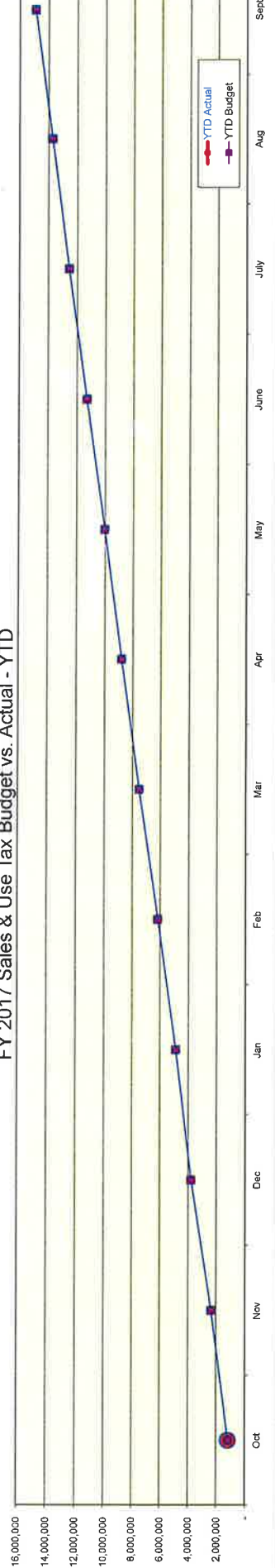
# Sales & Use Tax Comparisons



## FY 2017 Sales & Use Tax Budget vs. Actual - Monthly



## FY 2017 Sales & Use Tax Budget vs. Actual - YTD

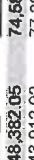
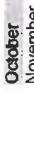
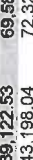
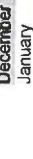




# MONTHLY LODGING TAX COLLECTIONS

\*Based on Accrue \*Based on Accrued Collections

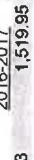
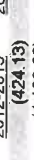
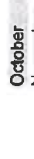
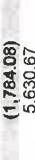
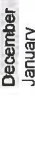
## ACTUAL COLLECTIONS

|           | FY 13      | FY 14      | FY 15        | FY 16        | FY 17     | 10 Year Spark Line                                                                  |
|-----------|------------|------------|--------------|--------------|-----------|-------------------------------------------------------------------------------------|
| October   | 51,578.40  | 48,382.05  | 74,581.63    | 82,326.38    | 83,846.33 |  |
| November  | 43,453.48  | 43,912.92  | 77,289.64    | 77,075.08    |           |  |
| December  | 40,495.14  | 39,122.53  | 69,585.61    | 67,742.93    |           |  |
| January   | 47,548.01  | 43,198.04  | 72,323.09    | 69,451.25    |           |  |
| February  | 64,207.03  | 49,784.71  | 92,153.01    | 84,997.02    |           |  |
| March     | 64,325.47  | 71,954.97  | 112,752.43   | 104,422.79   |           |  |
| April     | 47,434.55  | 86,245.34  | 101,196.07   | 95,497.23    |           |  |
| May       | 68,448.49  | 107,155.55 | 108,715.74   | 104,483.34   |           |  |
| June      | 71,090.69  | 127,920.37 | 111,337.21   | 126,568.77   |           |  |
| July      | 94,310.47  | 139,397.37 | 140,897.70   | 148,367.00   |           |  |
| August    | 52,427.99  | 93,733.35  | 90,758.34    | 79,694.02    |           |  |
| September | 45,148.35  | 71,790.24  | 84,931.51    | 72,524.28    |           |  |
| Total     | 680,474.07 | 922,597.44 | 1,136,521.98 | 1,113,150.09 | 83,846.33 |  |

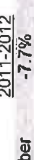
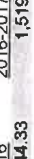
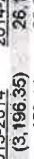
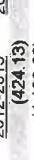
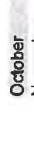
## FY 2016 BUDGET vs. ACTUAL

|           | Budget       | Monthly Variance | YTD Variance | % Over / (Under) Monthly Budget |
|-----------|--------------|------------------|--------------|---------------------------------|
| October   | \$80,688.09  |                  |              |                                 |
| November  | \$75,541.29  |                  |              |                                 |
| December  | \$68,394.85  |                  |              |                                 |
| January   | \$68,069.17  |                  |              |                                 |
| February  | \$83,305.58  |                  |              |                                 |
| March     | \$102,344.78 |                  |              |                                 |
| April     | \$93,598.84  |                  |              |                                 |
| May       | \$102,404.12 |                  |              |                                 |
| June      | \$109,121.63 |                  |              |                                 |
| July      | \$138,093.84 |                  |              |                                 |
| August    | \$88,952.25  |                  |              |                                 |
| September | \$83,241.37  |                  |              |                                 |
| Total     | 1,091,753.79 | 3,158.24         | 3,158.24     | 3.9%                            |

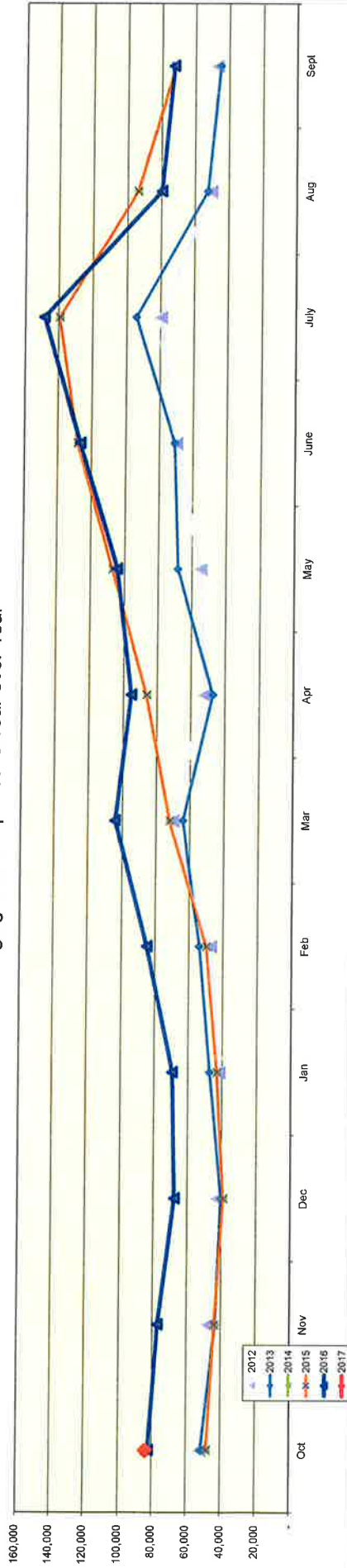
## CHANGE IN DOLLARS

|           | 2012-2013  | 2013-2014  | 2014-2015   | 2015-2016   | 2016-2017 | 9 Year Spark Line                                                                   |
|-----------|------------|------------|-------------|-------------|-----------|-------------------------------------------------------------------------------------|
| October   | (424.13)   | (3,196.35) | 26,199.58   | 33,944.33   | 1,519.95  |  |
| November  | (4,108.60) | 453.44     | 33,376.72   | 33,162.16   |           |  |
| December  | (1,784.08) | (1,372.61) | 30,453.08   | 28,620.40   |           |  |
| January   | 5,630.67   | (4,349.97) | 29,125.05   | 26,253.21   |           |  |
| February  | 6,860.53   | (4,422.32) | 42,368.30   | 35,212.31   |           |  |
| March     | (5,732.86) | 7,629.50   | 40,797.46   | 32,467.82   |           |  |
| April     | (4,504.51) | 38,810.79  | 14,950.73   | 9,251.89    |           |  |
| May       | 13,708.04  | 38,707.06  | 1,560.19    | (2,672.21)  |           |  |
| June      | 1,267.78   | 56,829.68  | (16,583.16) | (1,351.60)  |           |  |
| July      | 14,892.67  | 45,086.90  | 1,500.33    | 8,969.63    |           |  |
| August    | 2,010.26   | 41,305.36  | (2,975.01)  | (14,039.33) |           |  |
| September | (1,820.54) | 26,641.89  | 13,141.27   | 734.04      |           |  |
| Total     | 25,995.23  | 242,123.37 | 213,924.54  | 190,552.65  | 1,519.95  |  |

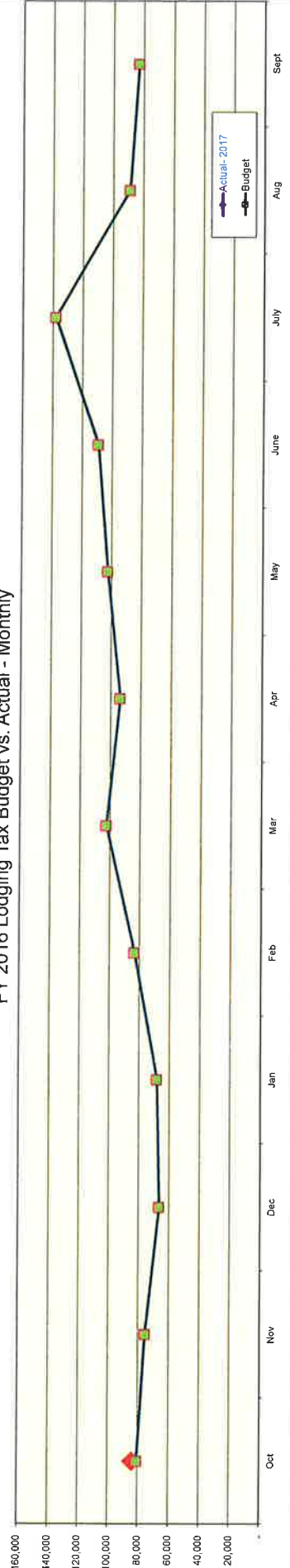
## CHANGE IN PERCENTAGE

|           | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 | 9 Year Spark Line                                                                   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------------------------------------------------------------------------------|
| October   | -7.7%     | -0.8%     | -6.6%     | 35.1%     | 41.2%     | 1.8%      |     |
| November  | -1.6%     | -9.5%     | 1.0%      | 43.2%     | 43.0%     |           |    |
| December  | -11.7%    | -4.4%     | -3.5%     | 43.8%     | 42.2%     |           |    |
| January   | -16.9%    | 11.8%     | -10.1%    | 40.3%     | 37.8%     |           |    |
| February  | 9.1%      | 12.7%     | -8.9%     | 46.0%     | 41.4%     |           |    |
| March     | 3.8%      | -8.9%     | 10.6%     | 36.2%     | 31.1%     |           |    |
| April     | 6.6%      | -9.5%     | 45.0%     | 14.8%     | 9.7%      |           |   |
| May       | -5.7%     | 20.0%     | 36.1%     | 1.4%      | -2.6%     |           |  |
| June      | 3.3%      | 1.8%      | 44.4%     | -14.9%    | -1.1%     |           |  |
| July      | 3.5%      | 15.8%     | 32.3%     | 1.1%      | 6.0%      |           |  |
| August    | -4.8%     | 3.8%      | 44.1%     | -3.3%     | -17.6%    |           |  |
| September | 3.7%      | -4.0%     | 37.1%     | 15.5%     | 1.0%      |           |  |
| % Change  | 2.4%      | -0.8%     | 3.8%      | 18.8%     | 17.1%     | 1.8%      |  |

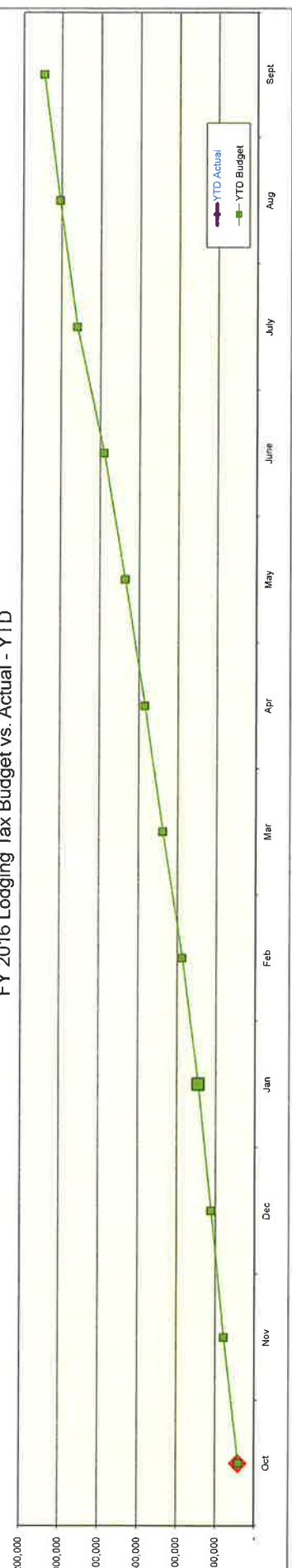
Lodging Tax Comparisons Year over Year



FY 2016 Lodging Tax Budget vs. Actual - Monthly



FY 2016 Lodging Tax Budget vs. Actual - YTD



**Buildings & Property Committee Meeting**  
**Monday, December 5, 2016, 4:30 p.m.**  
**City Hall, Executive Conference Room,**  
**1705 Main Street, Daphne, AL 36526**

**Committee Minutes:**

**Council Present:** Chair Councilman Robin LeJeune; Councilwoman Tommie Conaway; Councilman Pat Rudicell; Councilman Joel Coleman; Councilman Doug Goodlin; Councilman Ron Scott; and Councilman Joe Davis

**Also Present:** Jay Ross, City Attorney; Rebecca Hayes, City Clerk; Jenny White, Assistant City Clerk (Recording Secretary); Richard Johnson, Director Public Works; BJ Enringman, Deputy Director Public Works; Adrienne Jones, Planning Director; Suzanne Henson, Senior Accountant; Margaret Thigpen, Civic Center Director; Vickie Hinman, Human Resources Director; Kim Sparks, Building Inspection; Kelli Kichler, Finance Director; Dorothy Morrison, Beautification Committee and member of the Downtown Redevelopment Authority; Patrick Dungan; Al Guarisco, Village Point Foundation; Ken Balme, Daphne Museum; and Tim Patton, Volkert, Inc.

**Absent:** Mayor Dane Haygood; Ashley Campbell, Environmental Programs Manager; David McKelroy, Recreation Director; Richard Merchant, Floodplain Manager, Building Inspection; Rick Whitehead, IT Coordinator, Tonja Young, Library Director; and Selena Vaughn, Village Point Foundation, Chair;

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

There being a quorum present Chair Councilman Robin LeJeune called meeting to order at 4:30 pm.

**2. APPROVAL OF MINUTES: November 7, 2016**

There were no amendments to the November 7, 2016 minutes. The minutes stand as written.

**3. DAPHNE CENTRAL PARK REPORT: Richard Johnson**

Richard Johnson reported they're going out for quotes on paving of north trail on east side of park.

Richard commented a third party disc golf group used park last month for a tournament. They were very complementary of facility.

**4) SURPLUS PROPERTY: Suzanne Henson**

Suzanne Henson had no surplus property to report. Suzanne commented they do have property pending sale.

**5) CIVIC CENTER & BAYFRONT PAVILION REPORT: Margaret Thigpen**

Margaret Thigpen gave report on Civic Center & Bayfront Pavilion.

**Civic Center Report:**

- November 2016 revenue for the Civic Center totaled \$14,020.00 / Increase from November 2015
- FY 2016-2017 YTD Projected Year End Revenue / \$135,294.00
- November 2016 Deposits / \$14,890.50
- FY 2016-2017 YTD Deposits / \$31,224.50

**Bayfront Park Pavilion Report:**

- November 2016 Revenue / \$6,781.00 / Decrease from November 2015
- FY 2016-2017 YTD Projected Year End Revenue / \$44,426.00
- November 2016 Deposits / \$6,285.00
- FY 2016-2017 YTD Deposits / \$18,068.00

**Daphne Convention & Visitor's Bureau**

- DiscoverDaphne.org
- Facebook – featuring an attraction every other week or so
- Alabama Coasting - ads and article – quarterly distribution, 2,000 condo rooms, 70+hotels

**Upcoming Public Events / Consumer Shows**

- The Little Mermaid, Jr. – December 8-11, 2016 – Presented by Center Stage Performance
- Baldwin Pops Holiday Concert - December 13, 2016
- Tourism/Hotel Meeting – January 5, 2017
- Eastern Shore Chamber of Commerce Tourism Council – January 19, 2017

Councilman Robin LeJeune asked Margaret Thigpen to review the past years revenue for the month of November. Margaret Thigpen commented she would review. Margaret said weddings can offset revenue.

Councilman Joe Davis asked do we have the ability to legally sale advertising space in our public buildings. Chair Councilman Robin LeJeune commented we would need to review ordinance. Patrick Dungan will review legal.

Councilman Doug Goodlin asked about criteria for discounts. Margaret Thigpen commented the discounts are written into ordinance. Margaret noted the discounts at Civic Center/Bayfront:

- ½ Business Rate = ½ off of the base rental only. This applies only Monday thru Wednesday between the hours of 7 a.m. thru 5 p.m. This excludes all ticketed events, Mardi Gras Balls, fundraisers, etc. All other fees apply.
- 501c-3 rate = waiver of base rental only. Must provide documentation that proves 501c-3 status. Applies only Monday thru Wednesday between the hours of 8 a.m. thru 10 p.m. This excludes all ticketed events, Mardi Gras Balls, fundraisers, etc. All other fees apply.

- In order to get any waiver a letter must be written to the Director. City departments receive the 501c-3 rate. Should a group not meet the above criteria already spelled out in the ordinance and is asking for a waiver over and above set criteria, a letter is sent to the director and the director will put together the proper paperwork including his/her recommendation and submit to the mayor for approval. The city reserves the right to deny any waiver no matter if it meets criteria already designated in the ordinance.

#### **6) BUILDING INSPECTION MONTHLY REPORT : KIM SPARKS**

Kim Sparks gave the Building Inspection Monthly Report for November.

- Total Building Permits / 157
- Total Permit Building Permit Fees / \$55,200.88
- New Home Permits / 301
- CO's / 15

#### **7) RECREATION REPORT: David McKelroy**

David McKelroy not present at meeting. No report for recreation.

#### **8) LIBRARY REPORT: – Tonja Young**

Tonja Young not present at meeting. No report for library.

#### **9) VILLAGE POINT BAYFRONT PROPERTIES: Selena Vaughn**

Selena Vaughn not present at meeting.

Al Guarisco reported they're working on grants to extend walkways and boardwalks.

Councilman Robin LeJeune discussed Selena Vaughan and Randy Fry had been working on the Bay Front Parks Planning Committee. Chair Councilman Robin LeJeune commented there is a vacancy of one or more members on committee.

Councilman Pat Rudicell expressed interest if no one else stepped up. Councilwoman Tommie Conaway, Councilman Joel Coleman, and Councilman Joe Davis expressed they had interest on Parks Planning Committee. Chair Councilman Robin LeJeune suggested adding Margaret Thigpen to committee for her expertise on bay front improvements.

Councilman Pat Rudicell suggested discussion of lodging tax for pier extensions at a public hearing to get input from citizens. Chair Councilman Robin LeJeune suggested discussion first at Parks Planning Committee. Councilman Pat Rudicell commented the Parks Planning Committee could report back after meetings to a work session.

Chair Councilman Robin LeJeune asked Richard Johnson to notify Selena Vaughan of new committee members. Richard will prompt Andy Bobe with Dewberry Preble Rish LLC the design firm

to move forward with setup of meeting of master plan and to notify everyone by email. Chair Councilman Robin LeJeune thanked committee members for stepping up to the Parks Planning Committee.

## **10) OLD BUSINESS**

### **(a) Strike Team Building at Trione, Land Use Requirements**

Adrienne Jones, Planning Director shared that the property under consideration is in Baldwin County. Current zoning is RSF2 Single Family Residential. A ball field can be approved thru county by conditional approval. If city is going to assist with funding the City of Daphne should be required to annex property. Zoning would be C2 Outdoor Amusement. Chair Councilman Robin LeJeune asked whether zoning would cover actual structure and not just a field. Adrienne Jones noted zoning would cover usage whether building or field.

Councilman Joe Davis asked if we had a written agreement with Strike. Chair Councilman Robin LeJeune commented there is no written agreement with Strike at this time and noted funds are in budget to bring in consultant to setup standards at the first of the year. Chair Councilman Robin LeJeune noted the Recreation Board is a State Board. Chair Councilman Robin LeJeune noted the council would go into Executive Session this evening for further discussion.

### **(b) City of Daphne, Alabama and Lake Forest Property Owners Association (LFPOA) Ground Lease Lake Forest Marina**

Richard Johnson commented agreement has been executed. State lands at no cost to city have engineering design plans for us to go to bid for ramp and new pier. Costs are way less than the \$180,000 we would have to reimburse. Ashley Campbell and I have asked the mayor if we could recommend bid as a standalone project.

Richard commented there are ongoing meetings with the Army Corp as well with HMR who are in preparation of dredge permits. We're working on getting package prepared. This will advance permit to corp. to approve dredging and make application to state lands for funding on considerable part of dredging. Ramp and pier need to be addressed quickly. We're awaiting conceptual plans for site on parking, restrooms, landscaping, and etc.

Richard commented Lake Forest will have to decommission fuel system. We need this to happen in a timely manner. Advertising for new bids should go out at first of year. Proposition on ramp and pier estimated at \$100,000. Reimbursement is due by June/July 2017 if not expended.

Kelli Kichler commented a check was issued to Lake Forest Property Owners Association (LFPOA) in the amount of \$150,000.00 last week.

Richard Johnson will make contact with (LFPOA) to have them proceed with decommissioning fuel system.

**(c) Ordinance 2016-12, May Day Boat Ramp, Final Resolution on Sand**

Richard Johnson commented ramp has been removed. We're mobilizing this week to remove sand at point where boat ramp was located. We have executed right of entry for property owners. We're finishing the lot at the existing White's house. State lands are interested in designing ramp. They need a profile to design ramp. This would be a 20 ft. slide in slab labeled as bay access to use at your own risk.

Councilman Joel Coleman asked the time line on Corp. of Engineers permitting process. Richard Johnson commented there are prior permits with option to renew.

**(d) Welcome Center in Daphne Occupied by Eastern Shore Chamber of Commerce**

Chair Councilman Robin LeJeune asked of new information on Welcome Center occupied by Eastern Shore Chamber of Commerce. Different views were shared on whether the Eastern Shore Chamber of Commerce was moving from the Welcome Center in Daphne. Councilman Joe Davis suggested we need dialogue from the Eastern Shore Chamber of Commerce on their plan of occupancy at Welcome Center.

Richard Johnson noted BRATS interest in a Daphne facility. Richard asked BRATS to put interest in writing and address to council.

Margaret Thigpen commented hotels have asked if they should pick up their flyers at Welcome Center. Chair Councilman Robin LeJeune asked Margaret to communicate with hotels we're working with the Eastern Shore Chamber of Commerce.

Chair Councilman Robin LeJeune suggested we work with Eastern Shore Chamber of Commerce on their intent of the Welcome Center in Daphne.

**11) NEW BUSINESS**

**(a) Encumbered \$30,000 for Digital Sign in front of Civic Center**

**MOTION BY: Councilman Pat Rudicell to utilize \$30,000 for investigative study and ensure compliance of existing civic sign in integrated setting. Seconded by Councilwoman Tommie Conaway. All in favor, AYE.**

**MOTION CARRIED UNANIMOUSLY**

**(b) Hart Lending Library Donation of Site**

Ms. Rosemary Hart gave recap of the Hart Lending Library as discussed at work session. Ms. Hart would donate the structure and books. Ms. Hart inquired on location at Ryan or other sites available. Ms. Hart commented on prior question addressed of who would manage the library after she was no longer able to maintain. Ms. Hart noted she had no one at this time set up to manage. Chair Councilman Robin LeJeune suggested Tonja Young, Library Director and Friends of the library review and give input on Hart Lending Library.

Richard Johnson suggested a location on the backside of Eastern Shore Trail for optional site with parking.

Councilman Pat Rudicell commented donation to city would have encumbered responsibilities.



Chair Councilman Robin LeJeune would like further discussion at the next Building and Properties Meeting on January 3, 2017 to discuss optional sites. Councilman Pat Rudicell suggested drafting an ordinance. Chair Councilman Robin LeJeune asked legal to review and draft ordinance.

**12) ANY OTHER BUILDINGS & PROPERTY BUSINESS**

No further business discussed on other buildings and property business.

**13) PUBLIC PARTICIPATION:**

No public participation.

**14) NEXT MEETING**

Next meeting scheduled for January 3, 2017.

**15) ADJOURN**

|                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>MOTION BY Councilwoman Tommie Conaway to adjourn meeting at 5:25 p.m. Seconded by Councilman Joe Davis. All in favor, AYE.</b></p> <p><b>MOTION CARRIED UNANIMOUSLY</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Public Safety Committee**

*Monday, November 21, 2016*

Councilman Pat Rudicell  
Councilman Doug Goodlin  
Councilman Robin LeJeune  
Councilman Ron Scott  
Fire Chief James White  
Public Works Director, Richard Johnson

Police Chief David Carpenter  
Captain Scott Taylor  
Tracy Bishop - Secretary  
Councilwoman Tommie Conaway  
Councilman Joe Davis  
Councilman Joel Coleman

### **Committee Members Attending:**

Councilman Joe Davis, Councilwoman Tommie Conaway, Councilman Pat Rudicell, Councilman Ron Scott, Councilman Joel Coleman, Councilman Robin LeJeune, Councilman Doug Goodlin, Chief David Carpenter, Lt. Kenny Hempfleng, Chief James White, Code Enforcement Officer Billy Kennedy

### **CALL TO ORDER**

Councilman Joe Davis **convened** the meeting at 4:30 p.m.

**PUBLIC PARTICIPATION** – Speed bump was requested on Randall Avenue by a Richard Peak but he was not in attendance.

### **APPROVAL OF MINUTES FROM PREVIOUS MEETING**

Minutes from October 2016 were adopted after a correction was made that on the pay scale at last month's meeting showed firefighters and police officers. Motion was made and passed.

### **POLICE DEPARTMENT**

- A. New Business** - Chief went over the stats. Councilman Davis mentioned that the golf pro at Timbercreek was renting out golf carts at Halloween for trick or treating purposes. He thinks there were about 8 rented out. It's an accident waiting to happen in his opinion. Lt. Hempfleng stated that the golf carts must have everything like a vehicle does; lights, seatbelts, tag, etc. Councilman Scott said the city can pass a municipal ordinance to allow golf carts on city streets if correctly equipped. Councilman Rudicell spoke that they would need to be able to go the posted speed limit if allowed on the roadways. This would have to go before the ordinance committee.

Chief went over what "D" runs were for the new councilmembers. Councilman Goodlin asked about the types of D-run's and Samantha explained. Councilman LeJeune asked for last year's stats so he can compare numbers. Chief mentioned that the PD was working a Robbery at BB&T bank currently. He also stated that they are working on the wrecker service aspect for ordinance committee. There are some concerns with the price. Lt. Hempfleng explained the price statistics for wrecker services. Councilman Scott mentioned that there is a difference....they are going to get paid when I call, but when someone is arrested they may or may not get paid. Lt. Hempfleng stated that he has contacted all of the other agencies in the area about their wrecker ordinances. The city attorneys' spoke about the current costs and what we are proposing. Proposed increase to \$105 and increase the light duty tow to \$130. Lt. Hempfleng stated the frustration and concerns that the public have. They think the city is making a profit when in reality we get none of this money. Chief is concerned that us as a city would be overpricing this service. Councilman LeJeune suggested taking

out the mile rate increase. Councilman Davis voiced his concern of the wrecker companies getting stiffed and not paid by the people. Councilman LeJeune said they should not charge travel time, time needs to start once they are on site. Hempfleng explained how he visits each tow company each year to hand them the contracts. Councilman Goodlin spoke about the “additional materials” (\$150) fee they are requesting. If that were the case it would have to be requested by a police officer on scene. The fire department is not certified or able to clean up any hazardous material. Councilman Davis said they would follow up on all of this in the ordinance committee meeting. Jay Ross spoke about meeting with the tow companies last week and negotiating a price.

Councilwoman Conaway asked Lt. Hempfleng about speeding on Daphmont Drive and it was going. Hempfleng stated he had done D-Runs and used the speed trailer and drivers seemed to be abiding by the speed limit. Councilman LeJeune asked about the gas station (Variety Store). Hempfleng said all is going good; officers steadily stop in and buy a drink or snack.

Councilman Scott asked about the orange bicycles placed around the city. Samantha explained the concept of what the orange bicycles mean – Orange Theory Fitness coming to Daphne.

## **FIRE DEPARTMENT**

- A: New Business** – Chief White went over his stats. He spoke about the number of stats and that there have been zero injuries for fire and civilian personnel and that is a blessing. Chief White spoke of a young girl that contacted him to ask if they could partner with her doing something for awareness of childhood cancer. Her mother came by and they are going to do something to help her achieve her awareness goal.

AMIC had a big issue with the mold at Fire Station 2 during their inspection. Chief mentioned his issue with Mediacom connecting up the trailer at Station 2 for phone and internet. They said it may be a month. Chief feels that they feel no sense of urgency. The council will bring up the issue with the mayor about this and trying to get it accelerated. Kelly Kichler sent an email about an issue with liability of our Public Works employees doing demolition on Fire Station 2. She is concerned that they have no training in demolition. Councilman LeJeune asked Chief White to look into demolition bids from Buildings and Properties and Finance. Councilman Coleman said he has a connection with Mediacom and said he will speak with them if everyone is okay with it. Councilman LeJeune asked how the PD handles situations with bullying in schools like the incident that was videotaped in Mobile County. Chief said the School Resource Officer would handle with the help of the Juvenile Detective. Councilman Scott asked where we were in the hiring process of the new SRO's. Chief responded that we can't do anything until the spring when we can hire. Councilman Goodlin asked Jay Ross the status of the new Public Safety Building and the land being donated. Ross stated that Planning has approved it and all is moving well.

**Old Business** –

## **OTHER BUSINESS:**

## **ADJOURN**

There being no further business to discuss, Councilman LeJeune made a motion to adjourn the meeting at 5:15 p.m. seconded by Councilman Goodlin. The next meeting will be Monday, January 17, 2017 at 4:30 p.m. at City Hall Council Chambers.

Respectfully submitted,

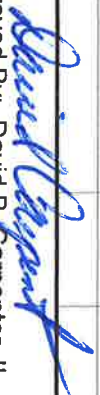


Amy Bishop

Daphne Public Safety Committee

Monthly Report September  
2016

| Patrol Division               |       | Detective Division:          |     | JAIL:                                 |          | Animal Control              |                           | Crimes Reported This Month: |                              |    |
|-------------------------------|-------|------------------------------|-----|---------------------------------------|----------|-----------------------------|---------------------------|-----------------------------|------------------------------|----|
| (Capt. Beedy/Lt. Hempfleng)   |       | (Capt. Beedy/Lt. Gulsby )    |     | (Capt. Taylor/Lt. Yelding)            |          | (Capt. Taylor/ Lt. Yelding) |                           |                             |                              |    |
| # Complaints                  | 1,291 | # New Cases Received:        | 62  | Total Arrestees Received & Processed: | 202      | 2,065                       | #Complaints               | 43                          | Arson                        | 0  |
| Accidents, Private Property   | 17    | # Previous Unsolved Cases:   | 95  | Arrestees by Agency:                  |          |                             | #Follow-ups               | 30                          | Burglary – Commercial        | 0  |
| Accidents, Roadway            | 61    | # Cases Solved:              | 54  | Daphne PD                             | 155      | 1,441                       | #Citations                | 6                           | Burglary – Residence         | 5  |
| Accidents, Traffic Homicide   | 0     | Resulting in Total Arrests:  | 12  | BCSO                                  | 9        | 124                         | #Warnings                 | 15                          | Burglary - Vehicle           | 5  |
| Arrest, Controlled Substance  | 3     | Felonies:                    | 8   | Spanish Fort PD                       | 26       | 382                         | #Fines Captured           | 31                          | Criminal Mischief            | 4  |
| Arrest, Drug Paraphernalia    | 8     | Misdemeanors:                | 4   | Silverhill PD                         | 12       | 104                         | #Canines Captured         | 13                          | Disorderly Conduct           | 1  |
| Arrest, Felony Marijuana      | 0     | Houses Searched              |     | Troopers                              | 0        | 11                          | #Other Captured           | 8                           | Domestic Disturbance         | 17 |
| Arrest, Misdemeanor Marijuana | 4     |                              |     | Other Agencies                        | 0        | 3                           | #Returned to Owner        | 8                           | False Info to Police         | 3  |
| Arrest, Alias Warrant         | 49    |                              |     |                                       |          |                             | #Adopted Out              | 11                          | Felony Assault               | 0  |
| Arrest, DUI                   | 15    | Warrants:                    |     |                                       |          |                             | #Euthanized - Adoptable   | 0                           | Felony Theft                 | 17 |
| Arrest, Felony                | 4     | Served                       | 32  |                                       |          |                             | #Euthanized - Unadoptable | 0                           | Harassment                   | 9  |
| Arrest, Misdemeanor           | 102   | Agency Assists               | 2   | Highest                               | 28       |                             |                           |                             | Identity Theft               | 0  |
| Assists, Motorist / Citizen   | 147   | Recalls (Pd Fines)           | 26  | Lowest                                | 26       |                             |                           |                             | Indecent Exposure            | 0  |
| Citations                     | 299   | Total Warrants Served        | 60  |                                       |          |                             |                           |                             | Kidnaping                    | 0  |
| Drug Report                   | 13    |                              |     | Meals Served                          | 1,581    | 20,208                      |                           |                             | Menacing                     | 1  |
| Foot Patrols                  | 670   | Sex Offender:                |     | Medical Cost                          | \$929.50 | \$27,590.16                 |                           |                             | Misdemeanor Assault          | 1  |
| Searches, Vehicle             | 40    | New Registration:            | 0   | Worker Inmate Hours                   | 197      | 2,148                       |                           |                             | Misdemeanor Theft            | 16 |
| Security Checks               | 969   | Contact Verification         | 5   |                                       |          |                             |                           |                             | Murder                       | 0  |
| Warnings                      | 251   | Total # registered in Daphne | 5   |                                       |          |                             |                           |                             | Other Death Investigations   | 0  |
|                               |       | DARE:                        |     |                                       |          |                             |                           |                             | Public Intoxication          | 1  |
|                               |       | # Hours Report Writing:      | 1   |                                       |          |                             |                           |                             | Public Lewdness              | 0  |
|                               |       | # Students Instructed SRO    | 500 |                                       |          |                             |                           |                             | Receiving Stolen Property    | 0  |
| Drugs Seized:                 | 8     | # Students Instructed DARE   | 0   |                                       |          |                             |                           |                             | Reckless Endangerment        | 1  |
| Money Seized:                 | 0     | # Police Reports by SRO      | 1   |                                       |          |                             |                           |                             | Resisting Arrest             | 2  |
| Vehicles Seized:              | 0     | # Arrest by SRO              | 0   |                                       |          |                             |                           |                             | Robbery                      | 1  |
|                               |       |                              |     |                                       |          |                             |                           |                             | Sex Crime Investigations     | 0  |
|                               |       | CODE ENFORCEMENT:            |     |                                       |          |                             |                           |                             | Suicide                      | 0  |
|                               |       | Warnings:                    | 75  |                                       |          |                             |                           |                             | Suicide, attempted           | 0  |
| CMV Inspections / CMV OOS     | 65    | Citations                    | 23  |                                       |          |                             |                           |                             | Theft of Services            | 0  |
|                               |       | Warning Compliance           | 94  |                                       |          |                             |                           |                             | Unauthorized Use of Services | 0  |
|                               |       | Follow – Up                  | 0   |                                       |          |                             |                           |                             | Weapon Offenses              | 0  |
|                               |       | Business License/Enforcement | 18  |                                       |          |                             |                           |                             | White Collar Crimes          | 3  |

Approved By:  David B. Carpenter, II  
Chief of Police

**CITY OF DAPHNE**  
**FIRE DEPARTMENT MONTHLY REPORT**  
**Report Period September 2016**

|                                                                  | Current:   | FY to Date: |
|------------------------------------------------------------------|------------|-------------|
| <b>Suppression:</b>                                              |            |             |
| <b>1-Fire/Explosion:</b>                                         | -          | -           |
| 10-Fire, Other                                                   | 1          | 16          |
| 11-Structure Fire/Commercial                                     | 0          | 1           |
| 11-Structure Fire/Residential                                    | 2          | 23          |
| 12-Fire in Mobile Property used as fixed structure               | 0          | 0           |
| 13-Mobile Property (vehicle) Fire                                | 1          | 12          |
| 14-Natural Vegetation Fire                                       | 3          | 8           |
| 15-Outside Rubbish Fire                                          | 2          | 3           |
| 16-Special Outside Fire                                          | 2          | 4           |
| 17-Cultivated Vegetable Crop Fire                                | 0          | 0           |
| <b>2-Overpressure Rupture:</b>                                   | 0          | 0           |
| <b>3-Rescue Call and Emergency Medical Service Incidents:</b>    | 205        | 1753        |
| <b>4-Hazardous Conditions (No fire):</b>                         | 6          | 32          |
| <b>5-Service Call:</b>                                           | 10         | 156         |
| <b>6-Good Intent Call:</b>                                       | 18         | 153         |
| <b>7-False Alarm &amp; False Call:</b>                           | 19         | 161         |
| <b>8-Severe Weather &amp; Natural Disaster:</b>                  | 0          | 2           |
| <b>9-Other Situation:</b>                                        | 0          | 5           |
| <b>Total Emergency Calls:</b>                                    | 258        | 227         |
| <b>Monthly Total Calls:</b>                                      | 269        | 2046        |
| <b>Highest:</b>                                                  |            |             |
|                                                                  | 12:00      | 12:00       |
| <b>Lowest:</b>                                                   |            |             |
|                                                                  | <1:00      | <1:00       |
| <b>Average (Minutes/Seconds) :</b>                               |            |             |
|                                                                  | 4:52       | <4:52       |
| <b>Training Hours</b>                                            |            |             |
|                                                                  | 197.00     | 7948.75     |
| <b>Property Loss - \$</b>                                        |            |             |
|                                                                  | 166,050.00 | 505,002.00  |
| <b>Fire Personnel Injuries by Fire/Civilian Injuries by Fire</b> |            |             |
|                                                                  | 0          | 0           |
| <b>Advance Life Support Rescues</b>                              |            |             |
|                                                                  |            |             |
| <b>Number of Patients Treated</b>                                |            |             |
|                                                                  |            |             |
| <b>Child Passenger Safety Seat Inspections/Installations</b>     |            |             |
|                                                                  | 16         | 105         |
| <b>Pre-Plans</b>                                                 |            |             |
|                                                                  | 0          | 377         |
| <b>Classes</b>                                                   |            |             |
|                                                                  | 28         | 209         |
| <b>Persons Attending</b>                                         |            |             |
|                                                                  | 303        | 2456        |
| <b>Plan Reviews</b>                                              |            |             |
|                                                                  | 4          | 24          |
| <b>Final/Certificate of Occupancy</b>                            |            |             |
|                                                                  | 1          | 12          |
| <b>General/Annual Inspections</b>                                |            |             |
|                                                                  | 10         | 550         |
| <b>General/Re-Inspections (Violation Follow-up - Annual)</b>     |            |             |
|                                                                  | 0          | 221         |
| <b>Business Licenses</b>                                         |            |             |
|                                                                  | 1          | 67          |
| <b>All Other/Misc. Activities</b>                                |            |             |
|                                                                  | 4          | 41          |
| <b>Total Activities:</b>                                         | 20         | 915         |

Authorized by:

*James White*



# City of Daphne Event Permit Application

Date of Application: December 2, 2016 Permit Requested: ☐ Event/Fundraiser ☒ Parade/Run ☐ Band

## Contact Information

Organization Name: Shadow Barons

Contact Name: Damon Henderson

E-mail Address: damondamon@bellsouth.net

Address: P.O. Box 2770 Daphne, AL 36526

Primary Phone Number: 251-5336-4263

Secondary: \_\_\_\_\_

## Event Information

Event Name: Shadow Barons Parade

Raindate: February 26, 2017

Event Date: February 25, 2017

Event Location: Civic Center to Old Towne Daphne

# Participants/Vehicles: 600 /25 Units

Start Time: 6:45 p.m.

Stop Time: 8:00 p.m.

Assembly Time: 4:30 p.m.

Special Requests: \_\_\_\_\_

Road Closures Requested: ☒ Yes ☐ No

## Special Instructions

## Approval: Internal Use Only

Date Routed: December 7, 2016

Fire Dept: \_\_\_\_\_

Police Dept: \_\_\_\_\_

Richard D.

Public Works: Johnson, PE

Parks & Recreation: \_\_\_\_\_

N/A

For Special Event/Band Permits:

Council Member: \_\_\_\_\_

For Parade/Run Permits & Use of City Grounds:

City Council: \_\_\_\_\_

## Parade/Run Permits ONLY

Fee Paid: \$ 1,750

☐ N/A

☐ Waived

Insurance Filed

☐ N/A

Route Selection: ☐ 1

☐ 2

☐ 3

☐ 4



## Resolution 2016-93

### RESOLUTION: 2017-B-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL

**WHEREAS**, the City of Daphne is required under section 39-1-1(E) of the Code of Alabama to secure competitive bids for public works contracts in excess of \$ 50,000; and

**WHEREAS**, the City of Daphne acknowledges that in the event of a natural disaster the cost for the MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL is anticipated to exceed \$ 50,000; and

**WHEREAS**, the City of Daphne did receive and review bids for the MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL and has determined that the bid as presented is reasonable and City attorney has advised on FEMA requirements and indemnity language required in the bid specifications; and

**WHEREAS**, the City of Daphne acknowledges that in the event of a declared emergency disaster that FEMA Eligibility requirements will have to be met to receive any type of reimbursement and these requirements must be followed by the City and the awarded Contractor and his subcontractors; and

**WHEREAS**, staff recommends the bid for MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL DISPOSAL be awarded to Volkert, Inc..

**NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE**, hereby

1. accept the bid of Volkert, Inc. for unit cost as listed below as included in the Bid Submittal for BID NO. 2017-B-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL:

| <u>Description</u>      | <u>Volkert, Inc.</u>          |
|-------------------------|-------------------------------|
|                         | <u>Unit Price (Hrly Rate)</u> |
| Project Manager         | 75.00                         |
| Clerical Supervisor     | 40.00                         |
| Clerical Staff          | 30.00                         |
| Data Manager            | 65.00                         |
| GIS/Mapping Analyst     | 85.00                         |
| Field Debris Monitoring | 32.00                         |
| Fixed Site Monitoring   | 32.00                         |
| Field Supervisor        | 65.00                         |

2. The Mayor is hereby authorized to sign and execute any documents required by the bid contract for Monitoring Services for Disaster Debris Removal.

**APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama**, this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Dane Haygood, Mayor

**ATTEST:**

---

Rebecca A. Hayes, City Clerk

## CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Daphne City Council, on behalf of City of Daphne, Alabama, hereinafter called the Owner, Party of the First Party, and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of Alabama, a Partnership consisting of \_\_\_\_\_ of the City of \_\_\_\_\_ in the State of \_\_\_\_\_, an individual hereinafter called the Contractor, Party of the Second Part,

WITNESSETH: That the parties hereto do mutually agree as follows:  
The Contractor shall furnish the materials and perform the work for the:

### 2017-B-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL

and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's Bid Proposal for the various items of work and in strict and entire conformity with the provisions of the Contract, and the advertisement and proposal, and the plans and specifications (including special provisions, if any) prepared (or approved) and submitted by the Owner (such as changes to meet FEMA Eligibility requirements), copies of which are hereto attached, and which said plans and specifications and the advertisement and the proposal are hereby made a part of this agreement as fully and to the same effect as if the same has been set forth at length in the body of this Agreement.

**FEDERAL PROCUREMENT STANDARDS:** Contractors are required to comply with all Federal procurement standards as applicable to Monitoring Services for Disaster Debris Removal performed for the City of Daphne and any other terms applicable in the bid contract. Any changes or updates in these standards will be applicable to these services and contract. Should the relevant Federal Agencies require changes remedies, changed conditions, access or records retention, or suspension of work then said conditions will be immediately incorporated into this contract.

The work shall be commenced within \_\_\_\_\_ days of the date specified in a work order to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within \_\_\_\_\_ working days from and after the commencement date stipulated in said work order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Owner, as liquidated damages, the amount specified in Section 108 of the State of Alabama Standard Specifications for Highway construction, for each working day beyond the required date of completion.

#### AMENDMENT #1 TO THE BID SPECIFICATIONS:

**INDEMNITY PROVISIONS:** *The Contractor shall indemnify and hold harmless the Owner, State of Alabama, Federal Government, including FEMA, and its employees from and against any and all losses, liabilities, expenses, payments, recoveries and judgments, expenses including attorneys' fees, and all claims for damage relating to or arising out of any negligent action or failure to act by Contractor, its subcontractors, officers, agents, and employees of any of the obligations under this Agreement.*

#### AMENDMENT #2 TO THE BID SPECIFICATIONS:

*The City of Daphne acknowledges the Davis-Bacon Act (relating to prevailing wage rates) does not apply to this contract as referenced in the FEMA guidance PROCUREMENT GUIDANCE FOR RECIPIENTS AND SUBRECIPIENTS, dated June 21, 2016, UNDER 2 C.F.R PART 200 (UNIFORM RULES) SUPPLEMENT TO THE PUBLIC ASSISTANCE PROCUREMENT DISASTER ASSISTANCE TEAM (PDAT) FIELD MANUAL which states that Davis-Bacon is not applicable when work is performed under FEMA's Public Assistance Grant Program.*

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF DAPHNE,  
DAPHNE, ALABAMA

\_\_\_\_\_  
Mayor

ATTEST

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

Contractor Name: \_\_\_\_\_

BY: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of the corporation named as Contractor herein: that \_\_\_\_\_, who signed this Contract behalf of the Contractor, was then \_\_\_\_\_ of said corporation: that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

(CORPORATE SEAL)

(CORPORATION)  
STATE OF ALABAMA )  
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that whose name as \_\_\_\_\_ of \_\_\_\_\_, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, ALABAMA

MY COMMISSION EXPIRES: \_\_\_\_\_

*The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and/or all events but not to exceed \$500,000 : within 10 days of receiving the Notice to Proceed. The cost of said bond premiums will not be an additional cost to the City. Any changes in maximum amount will be approved by the City. The contractor shall immediately furnish a Certificate of Insurance listing the City of Daphne as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.*

Dane Haygood  
Mayor

Rebecca Hayes  
City Clerk

Kelli Kickler, CPA  
Finance Director/Treasurer

Richard Johnson, P. E.  
Director of Public Works



Tommie Conaway  
District 1

Pat Rudicell  
District 2

Joel Coleman  
District 3

Doug Goodlin  
District 4

Ronald Scott  
District 5

Robin Lejeune  
District 6

Joe Davis  
District 7

To: Suzanne Henson, Senior Accountant

From: William Eringman, P. E.  
Deputy Public Works Director

Date: December 7, 2016

Re: 2017-B-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL

The purpose of this bid is to establish a pre-event contract to monitor the removal of all hazards to life and property resulting from an emergency/hurricane/tornado/disaster affecting the City of Daphne. The bid opening was on November 7, 2016 at 11:30 a.m. in the Council Chamber. Bid submissions were received from Volkert, Inc. and HDR/ICA.

We have reviewed the bids for completeness and made evaluations according to bid requirements. After evaluation, we have determined that Volkert is the most qualified, responsible bidder. Volkert noted 2 (two) exceptions to the original bid documents in their submission: Davis-Bacon Act requirements and indemnity language. Following heavy vetting of these two items by both parties, we have come to agree on new indemnity language and that the Davis-Bacon Act (relating to prevailing wage rates) does not apply in this instance.

Contingent upon an executed amendment to the original bid documents concerning these two items, we recommend awarding the disaster debris removal monitoring services to Volkert, Inc.

## CITY OF DAPHNE

BID OPENING MINUTES  
BID DOCUMENT NO: 2016-P-MONITORING SERVICES FOR DISASTER DEBRIS REMOVALSeptember 9, 2016  
11:30 A.M.  
City Hall

Those present were as follows:

|                      |                    |
|----------------------|--------------------|
| Ms. Suzanne Henson   | Sr. Accountant     |
| Mr. William Eringman | PW Deputy Director |

2 bid invitations were mailed/picked up , 10 sealed bids were received.

Mr. Eringman opened the bids presented and the bids were read aloud as follows:

| Item | Description             | Units | Infrastructure Corp of America |  | Volkert, Inc.          |        |
|------|-------------------------|-------|--------------------------------|--|------------------------|--------|
|      |                         |       | Unit Price (Hrly Rate)         |  | Unit Price (Hrly Rate) |        |
|      | <u>Bid Bond</u>         |       | YES                            |  | YES                    |        |
| 1    | Project Manager         | HR    | 120.00                         |  |                        | 75.00  |
| 2    | Clerical Supervisor     | HR    | 49.00                          |  |                        | 40.00  |
| 3    | Clerical Staff          | HR    | 37.00                          |  |                        | 30.00  |
| 4    | Data Manager            | HR    | 85.00                          |  |                        | 65.00  |
| 5    | GIS/Mapping Analyst     | HR    | 79.00                          |  |                        | 85.00  |
| 6    | Field Debris Monitoring | HR    | 39.00                          |  |                        | 32.00  |
| 7    | Fixed Site Monitoring   | HR    | 39.00                          |  |                        | 32.00  |
|      | Field Supervisor        | HR    | 49.00                          |  |                        | 65.00  |
|      |                         |       | 497.00                         |  |                        | 424.00 |



Suzanne Henson, Sr. Accountant

## **RESOLUTION NO. 2016 – 94**

### **BID AWARD: 2017-C-FD/BREATHABLE AIR COMPRESSOR**

**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 \$15,000; and

**WHEREAS**, The City of Daphne acknowledges that the cost for the BREATHABLE AIR COMPRESSOR will exceed this amount; and

**WHEREAS**, The City of Daphne was awarded the Assistance in Firefighters Grant in the amount of \$45,364 and the monies for the City's match has been encumbered from the FY2016 budget in the amount of \$4,536; and

**WHEREAS**, Staff has reviewed the bids for the FD/BREATHABLE AIR COMPRESSOR and determined that the bid as presented is reasonable; and

**WHEREAS**, Staff recommends the bid for the FD/BREATHABLE AIR COMPRESSOR be awarded to NAFECO, Inc.

**NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE**, hereby accept the bid of NAFECO, Inc. for unit cost of \$49,646 as specified in BID SPECIFICATION NO: 2017-C-FD/BREATHABLE AIR COMPRESSOR.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2016

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**Dane Haygood, Mayor**

**ATTEST:**

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**Rebecca A. Hayes, City Clerk**

## City of Daphne Fire Department MEMORANDUM

**Date:** December 9, 2016

**To:** Suzanne Henson

**From:** Chief J. White



**Subject:** Fire Department Breathable Air Compressor Bid

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After reviewing the only submitted bid, that of NAFECO Inc., we have determined that they have met all advertised bid specifications. We request that this bid be accepted at the bid price of \$49,646.

Grant monies are available for this purchase and Fire Department encumbered monies are available for the required City match.



## CITY OF DAPHNE

### BID OPENING MINUTES

BID DOCUMENT NO: 2017-C-FD/BREATHABLE AIR COMPRESSOR

DECEMBER 5, 2016

11:30 A.M.

Those present were as follows:

Mrs. Suzanne Henson                      Senior Accountant  
Battalion Chief Kenny Hanak      Fire Department

8 bid invitations were mailed/picked up , 1 sealed bids were received.

Lamar Green opened the bids presented and the bids were read aloud as follows:

| <u>VENDOR</u>                         | <u>AMOUNT</u> |
|---------------------------------------|---------------|
| North Alabama Fire Equipment (NAFECO) | \$49,646.00   |

*\*Will be purchased with Grant monies*

  
\_\_\_\_\_  
Suzanne Henson, Sr. Accountant

## **RESOLUTION 2016-95**

### **SAPA: 2016-05-CELLULAR TELEPHONE SERVICE & RELATED EQUIPMENT**

**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 \$15,000; and

**WHEREAS**, The City of Daphne acknowledges that the cost for the CELLULAR TELEPHONE & RELATED EQUIPMENT will exceed this amount; and

**WHEREAS**, Staff has reviewed the bids for the SAPA 2016-05 CELLULAR TELEPHONE SERVICE & RELATED EQUIPMENT and determined that the bid as presented is reasonable; and

**WHEREAS**, Staff recommends the City of Daphne utilize the SAPA 2016-05 CELLULAR TELEPHONE SERVICE & RELATED EQUIPMENT contract awarded to Verizon as allowed by State bid law; and

**WHEREAS**, contract documents will be required to be signed by the Mayor for the City to utilize the SAPA: 2016-05-CELLULAR TELEPHONE SERVICE & RELATED EQUIPMENT.

**NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE**, hereby

1. accept the bid of Verizon in order that the City may select a plan by department/employee and retain the same benefits throughout the term of the contract (through December 1, 2019) as specified in SAPA: 2016-05-CELLULAR TELEPHONE SERVICE & RELATED EQUIPMENT bid contract.
2. the Mayor is hereby authorized to execute any documents required in order for the City of Daphne to participate in the SAPA: 2016-05-CELLULAR TELEPHONE SERVICE & RELATED EQUIPMENT bid contract.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_ day of \_\_\_\_\_, 2016**

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**Dane Haygood, Mayor**

**ATTEST:**

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**Rebecca A. Hayes, City Clerk**

# **SOUTH ALABAMA PURCHASING ASSOCIATION**

110 Beauregard Street  
Mobile, Alabama 36633

## **BID TABULATION**

**FOR RFB SAPA 2016-05**

*Cellular Telephone Service  
and Related Equipment*

**Bid Opening Conducted:**

**FRIDAY, OCTOBER 28, 2016 at 11:00 a.m. LOCAL TIME**

# SAPA (SOUTH ALABAMA PURCHASING ASSOCIATION)

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#### Target Sheet

#### Section 1: Cellular Minute Plans and Pricing

| MINUTES INCLUDED     | 2016-VERIZON PRICE                                                                                                                                          | 2013-VERIZON PRICE                                                                                                                                             |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 100                  | 23.06 monthly access charge<br>(pooled minutes)                                                                                                             |                                                                                                                                                                |
| 200                  | \$26.24 monthly access charge<br>(non-pooled minutes)<br>Overage Rate \$0.25 minute                                                                         | N/A                                                                                                                                                            |
| 300                  | N/A                                                                                                                                                         | N/A                                                                                                                                                            |
| 400                  | \$26.91 monthly access charge<br>(non-pooled minutes)<br>\$28.84 monthly access charge<br>(pooled minutes)                                                  | \$46.15 monthly access charge<br>(non-pooled minutes)<br>\$48.07 monthly access charge<br>(pooled minutes)                                                     |
| 600                  | \$39.41 monthly access charge<br>(non-pooled minutes)<br>\$41.34 Monthly access charge<br>(pooled minutes)                                                  | \$58.64 monthly access charge<br>(non-pooled minutes)<br>\$60.57 Monthly access charge<br>(pooled minutes)                                                     |
| 1000                 | \$52.88 Monthly access charge<br>(pooled minutes)                                                                                                           | \$70.19 monthly access charge<br>(non-pooled minutes)<br>\$72.11 Monthly access charge<br>(pooled minutes)                                                     |
| Nationwide Unlimited | \$52.49 Unlimited Domestic Anytime voice<br>minutes, unlmt domestic Nights & Weekends,<br>Unlmt Domestic Mobile to Mobile, and 200<br>Domestic TXT/PIX/FLIX | \$52.49 Unlimited Domestic<br>Anytime voice minutes, unlmt<br>domestic Nights & Weekends,<br>Unlmt Domestic Mobile to Mobile,<br>and 200 Domestic TXT/PIX/FLIX |

#### Verizon

- Domestic Nights & Weekends Minutes – Unlimited
- Domestic Mobile to Mobile Minutes – Unlimited
- Included Domestic Text/PIX/FLIX – 200 per month
- Domestic Long Distance – Included
- Unlimited Domestic Push-to-talk Plus - \$2.00 additional per user, per month
- Domestic Voice/Data Bundle Min Monthly access charge (non-pooled min) 400 min - \$46.15; 600 min - \$58.64; 1000 min-\$70.19
- Domestic Voice/Data Bundle Minutes Monthly access charge (pooled minutes) 400 min - \$48.07; 600 min - \$60.57; 1000 min -\$72.11
- Overage Rate - \$0.25 per min

#### Section 3: Air Card Rate Plan or other plans available

| AIR CARD PLAN             |         |
|---------------------------|---------|
| VERIZON                   | PRICE   |
| Vzw Jetpack 4G LTE Mobile | \$0.00  |
| Hotspot MiFi              | \$29.99 |
| 6620L                     | \$29.99 |
| Ellipsis Jetpack MHS800L  | \$0.00  |
| 4G LTE Ellipsis Jetpack   | \$0.00  |
| MHS815L 4G LTE            |         |
| MiFi Global USB Modem     |         |
| 620L 4G LTE               |         |
| Vzw Jetpack 4G LTE Mobile |         |
| Hotspot                   |         |
| AC79IL                    |         |

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## SECTION IV – PRICING

### A. Service

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Federal Supply Service GSA Contract #GS-35F-0119P. For additional information on the GSA Federal Supply Schedule, please visit [www.gsadvantage.gov](http://www.gsadvantage.gov). Prices do not reflect Federal Universal Service Fee and Regulatory Fees, charges or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for more information. Promotional price plans may be available at time of activation. Please contact your sales representative for additional information.

### Service Plans

| Calling Plan                                                                            | Number of Lines | Number of Minutes                                                                                                                                                                                              | Monthly Charge Per User (ea.) | Total Base Monthly Charge* | Total Base Charge for One Year* |
|-----------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------|---------------------------------|
| America's Choice <sup>SM</sup> for Government Voice Plans                               | 1               | 0 (Minutes can Share with Voice and/or Voice & Data Bundle Plans, Unlimited Domestic Night & Weekend Minutes; Unlimited Mobile-to-Mobile Minutes; 100 Domestic TEXT/PIX/FLIX)                                  | \$14.99                       | \$14.99                    | \$179.88                        |
| America's Choice <sup>SM</sup> for Government Additional Line Voice & Push to Talk Plan | 1               | 0 (Minutes can Share with Voice and/or Voice & Data Bundle Plans, Unlimited Domestic Night & Weekend Minutes; Unlimited Mobile-to-Mobile Minutes; 100 Domestic TEXT/PIX/FLIX, Unlimited Domestic Push-to-Talk) | \$17.99                       | \$17.99                    | \$215.88                        |
| America's Choice for Government Voice Calling Plans 100 with Pooled Minutes             | 1               | 100 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TEXT/PIX/FLIX                                                      | \$23.06                       | \$23.06                    | \$276.72                        |
| America's Choice for Government Voice Calling Plans 200 with Pooled Minutes             | 1               | 200 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TEXT/PIX/FLIX                                                      | \$26.24                       | \$26.24                    | \$314.88                        |
| America's Choice for Government Voice Calling Plans 400 with Pooled Minutes             | 1               | 400 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TEXT/PIX/FLIX                                                      | \$28.84                       | \$28.84                    | \$346.08                        |
| America's Choice for Government Voice Calling Plans 600 with Pooled Minutes             | 1               | 600 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TEXT/PIX/FLIX                                                      | \$41.34                       | \$41.34                    | \$496.08                        |
| America's Choice for Government Voice Calling Plans 1000 with                           | 1               | 1000 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited                                                                                                                      | \$52.88                       | \$52.88                    | \$634.56                        |

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| Pooled Minutes                                                                         |   | Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX                                                                                                                                                                            |         |         |          |
|----------------------------------------------------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|----------|
| Domestic America's Choice for Government Voice and Data Plans 400 with Pooled Minutes  | 1 | 400 Pooled Domestic Voice Minutes, Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes, Unlimited Domestic Push to Talk, Unlimited Domestic Data Allowance for Email, and Unlimited Domestic TXT/PIX/FLIX  | \$48.07 | \$48.07 | \$576.84 |
| Domestic America's Choice for Government Voice and Data Plans 600 with Pooled Minutes  | 1 | 600 Pooled Domestic Voice Minutes, Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes, Unlimited Domestic Push to Talk, Unlimited Domestic Data Allowance for Email, and Unlimited Domestic TXT/PIX/FLIX  | \$60.57 | \$60.57 | \$726.84 |
| Domestic America's Choice for Government Voice and Data Plans 1000 with Pooled Minutes | 1 | 1000 Pooled Domestic Voice Minutes, Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes, Unlimited Domestic Push to Talk, Unlimited Domestic Data Allowance for Email, and Unlimited Domestic TXT/PIX/FLIX | \$72.11 | \$72.11 | \$865.32 |
| Nationwide Unlimited Calling Plan                                                      | 1 | Unlimited Domestic Anytime Voice Minutes, Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes, and 200 Domestic TXT/PIX/FLIX                                                                               | \$52.49 | \$52.49 | \$629.88 |

*\*Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.*

*All quotes contained in this proposal are subject to the terms and conditions of the GSA-FSS Contract. Your account must be in good-standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved Federal contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.*

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### Equipment (Open Market)

| Equipment                                                  | Quantity | Full Retail Price (ea.) | Discounted Price (ea.)* | Promotional Offer                        | Discounted Price (ea.) after additional promotional offer | Total Discounted Price |
|------------------------------------------------------------|----------|-------------------------|-------------------------|------------------------------------------|-----------------------------------------------------------|------------------------|
| Kyocera DuraXV/Kyocera Dura XV+                            | 1        | \$192.00                | \$99.99                 | \$99.99 Instant Credit**                 | \$0.00                                                    | \$0.00                 |
| Samsung Convoy 4                                           | 1        | \$192.00                | \$99.99                 | \$99.99 Instant Credit**                 | \$0.00                                                    | \$0.00                 |
| Apple iPhone SE 16GB<br>(Device quantities may be limited) | 1        | \$399.99                | \$99.99                 | \$99.99 off with a Voice and Data Plan** | \$0.00                                                    | \$0.00                 |
| Apple iPhone SE 64GB                                       | 1        | \$449.99                | \$99.99                 | N/A                                      | \$0.99                                                    | \$0.99                 |
| Apple iPhone 6S 4G LTE 32GB                                | 1        | \$549.99                | \$99.99                 | \$99.99 off with a Voice and Data Plan** | \$0.00                                                    | \$0.00                 |
| Apple iPhone 6S 4G LTE 128GB                               | 1        | \$649.99                | \$199.99                | N/A                                      | \$199.99                                                  | \$199.99               |
| Apple iPhone 7 32GB                                        | 1        | \$649.99                | \$199.99                | N/A                                      | \$199.99                                                  | \$199.99               |
| Apple iPhone 7 128GB                                       | 1        | \$749.99                | \$299.99                | N/A                                      | \$299.99                                                  | \$299.99               |
| Apple iPhone 7 256GB                                       | 1        | \$849.99                | \$399.99                | N/A                                      | \$399.99                                                  | \$399.99               |
| Apple iPhone 7 Plus 32GB                                   | 1        | \$769.99                | \$319.99                | N/A                                      | \$319.99                                                  | \$319.99               |
| Apple iPhone 7 Plus 128GB                                  | 1        | \$869.99                | \$419.99                | N/A                                      | \$419.99                                                  | \$419.99               |
| Apple iPhone 7 Plus 256GB                                  | 1        | \$969.99                | \$519.99                | N/A                                      | \$519.99                                                  | \$519.99               |
| Samsung Galaxy S5 4G LTE 16GB                              | 1        | \$552.00                | \$99.99                 | \$99.99 off with a Voice and Data Plan** | \$0.00                                                    | \$0.00                 |
| Samsung Galaxy S6 4G LTE 32GB                              | 1        | \$576.00                | \$199.99                | \$150 off with a Voice and Data Plan**   | \$49.99                                                   | \$49.99                |
| Samsung Galaxy S7 4G LTE 32GB                              | 1        | \$672.00                | \$199.99                | \$100 off with a Voice and Data Plan**   | \$99.99                                                   | \$99.99                |
| Motorola DROID Turbo 2 4G LTE                              | 1        | \$528.00                | \$99.99                 | \$99.99 off with a Voice and Data Plan** | \$0.00                                                    | \$0.00                 |
| Motorola Moto Z Droid                                      | 1        | \$624.00                | \$199.99                | \$100 off with a Voice and Data Plan**   | \$99.99                                                   | \$99.99                |
| Kyocera Brigadier 4G LTE                                   | 1        | \$399.99                | \$99.99                 | \$99.99 off with a Voice and Data        | \$0.00                                                    | \$0.00                 |



|                                 |   |            |            | Plan** |            |            |
|---------------------------------|---|------------|------------|--------|------------|------------|
| Apple iPad Air 2 32GB           | 1 | \$529.99   | \$429.99   | N/A    | \$429.99   | \$429.99   |
| Apple iPad Mini 4 32GB          | 1 | \$529.99   | \$429.99   | N/A    | \$429.99   | \$429.99   |
| Apple iPad Pro 4G LTE 128GB     | 1 | \$1,079.99 | \$979.99   | N/A    | \$979.99   | \$979.99   |
| Apple iPad Pro 4G LTE 128GB     | 1 | \$1,229.99 | \$1,129.99 | N/A    | \$1,129.99 | \$1,129.99 |
| Apple iPad Pro 9.7 4G LTE 128GB | 1 | \$879.99   | \$779.99   | N/A    | \$779.99   | \$779.99   |
| Apple iPad Pro 9.7 4G LTE 256GB | 1 | \$1,029.99 | \$929.99   | N/A    | \$929.99   | \$929.99   |

*\*All applicable discounts have already been applied. None of the listed equipment are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders).*

**\*\*Applies to new activation of service or eligible upgrades on a primary voice of \$15.00 or higher with a required data bolt-on feature or a primary voice and data bundle plan with monthly access fee of \$39.99 or higher. Data only Blackberry/Smartphone plans are not eligible. Voice and Data Add-A-Line share plans are eligible provided they meet the minimum access requirement. Promotional offer expires December 31, 2016.**

Verizon Wireless is pleased to offer the following incentive credits:

\$100 for new line activations on a 4G Smartphone device with a rate plan of \$34.99 or higher. This offer expires 12/31/16.

The credits will be applied to your bill after the equipment purchase is processed (generally 2-3 bill cycles). This offer applies to new line activations on 4G Smartphones. This offer requires the purchase of a wireless device. Customer Provided Equipment (CPE) service-only activations are not eligible. The lines of service activated cannot be suspended or changed to a non-qualifying rate plan after activation. This offer cannot be combined with any other credit offers. In order to be eligible for any or all of these credits the associated task order must have a minimum period of performance of 12 months.

To the extent that Verizon Wireless provides wireless products to your agency, such products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.



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# 1. Voice and Data Service Plans

Activation Fees and Early Termination Fees are waived for Government-liable Subscribers

## a. Voice Service Pricing Plans

| <b>America's Choice<sup>SM</sup> for Government Voice Flat Rate Plan: GSA-FSS Subscribers Only</b>                       |                   |
|--------------------------------------------------------------------------------------------------------------------------|-------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                       |                   |
| <b>America's Choice<sup>SM</sup> for Government Voice Flat Rate Plan</b>                                                 |                   |
| Monthly Access Charge                                                                                                    | \$11.99           |
| Domestic Anytime Voice Minutes Per Month                                                                                 | 0 Minutes.        |
| Voice Per Minute Rate                                                                                                    | \$0.25 per minute |
| Domestic Long Distance                                                                                                   | Included          |
| NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. |                   |

| America's Choice <sup>SM</sup> for Government Voice Calling Plans                                                        |                                       |                   |                   |                                                   |                    |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------|-------------------|---------------------------------------------------|--------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                       |                                       |                   |                   |                                                   |                    |
| AC for Government Voice Calling Plans:                                                                                   | 100 Voice Minutes                     | 200 Voice Minutes | 400 Voice Minutes | 600 Voice Minutes                                 | 1000 Voice Minutes |
| Domestic Anytime Voice Minutes Per Month                                                                                 | 100                                   | 200               | 400               | 600                                               | 1000               |
| Monthly Access Charge (non-pooled minutes)                                                                               | NA                                    | NA                | \$26.91           | \$39.41                                           | \$50.96            |
| Monthly Access Charge (pooled minutes)                                                                                   | \$23.06                               | \$26.24           | \$28.84           | \$41.34                                           | \$52.88            |
| Friends & Family for Government                                                                                          | NA                                    |                   |                   | Up to 10 numbers for entire account, not per user |                    |
| Overage Rate                                                                                                             | \$0.25 per minute                     |                   |                   |                                                   |                    |
| Domestic Night & Weekend Minutes                                                                                         | Unlimited                             |                   |                   |                                                   |                    |
| Domestic Mobile to Mobile Minutes                                                                                        | Unlimited                             |                   |                   |                                                   |                    |
| Included Domestic Text/PIX/FLIX Messages                                                                                 | 200 per month                         |                   |                   |                                                   |                    |
| Domestic Long Distance                                                                                                   | Included                              |                   |                   |                                                   |                    |
| Unlimited Domestic Push-to-Talk Plus                                                                                     | \$2.00 additional per user, per month |                   |                   |                                                   |                    |
| NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. |                                       |                   |                   |                                                   |                    |

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| America's Choice <sup>SM</sup> for Business II Calling Plans                                                             |                                       |           |            |            |            |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------|------------|------------|------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                       |                                       |           |            |            |            |
| AC for Business Voice Calling Plans                                                                                      | 450 Voice                             | 900 Voice | 1350 Voice | 2000 Voice | 4000 Voice |
| Domestic Anytime Minutes Per Month                                                                                       | 450                                   | 900       | 1350       | 2000       | 4000       |
| Domestic Monthly Access Charge (non-pooled minutes)                                                                      | \$29.99                               | \$44.99   | \$59.99    | \$74.99    | \$112.49   |
| Domestic Monthly Access Charge (pooled minutes)                                                                          | \$33.74                               | \$48.74   | \$63.74    | \$78.74    | \$116.24   |
| Overage Rate                                                                                                             | \$0.25 per minute                     |           |            |            |            |
| Domestic Night & Weekend Minutes                                                                                         | Unlimited                             |           |            |            |            |
| Domestic Mobile to Mobile Minutes                                                                                        | Unlimited                             |           |            |            |            |
| Domestic Long Distance Rate                                                                                              | Included                              |           |            |            |            |
| Unlimited Push to Talk Plus                                                                                              | \$2.00 additional per user, per month |           |            |            |            |
| NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. |                                       |           |            |            |            |

| <b>Nationwide Unlimited Calling Plan</b>                                                                                   |                             |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                         |                             |
| <b>America's Choice<sup>SM</sup> for Government Voice Flat Rate Plan</b>                                                   |                             |
| Monthly Access Charge                                                                                                      | \$52.49                     |
| Domestic Anytime Voice Minutes Per Month                                                                                   | Unlimited                   |
| Domestic Night & Weekend Minutes Per Month                                                                                 | Unlimited                   |
| Domestic Mobile to Mobile Minutes Per Month                                                                                | Unlimited                   |
| Included Domestic Text/PIX/FLIX Messages                                                                                   | 200 per month               |
| Domestic Long Distance                                                                                                     | Included                    |
| Data Sent & Received**                                                                                                     | \$1.99/ MB per data package |
| NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.** |                             |

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| <b>America's Choice<sup>SM</sup> for Government Voice Plans</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                     |
| <b>America's Choice<sup>SM</sup> for Government Additional Line Voice Plan</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                     |
| Monthly Access Charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$14.99                                                                             |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0 Minutes.<br>Minutes can share minutes from voice and/or voice & data bundle plans |
| Domestic Night & Weekend Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Unlimited                                                                           |
| Domestic Mobile to Mobile Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Unlimited                                                                           |
| Included Domestic Text/PIX/FLIX Messages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 100 per month                                                                       |
| Voice Per Minute Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.25 per minute                                                                   |
| Domestic Long Distance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Included                                                                            |
| <b>America's Choice<sup>SM</sup> for Government Additional Line Voice &amp; Push to Talk Plan</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                     |
| Monthly Access Charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$17.99                                                                             |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0 Minutes.<br>Minutes can share minutes from voice and/or voice & data bundle plans |
| Domestic Unlimited Push to Talk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Included                                                                            |
| Domestic Night & Weekend Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Unlimited                                                                           |
| Domestic Mobile to Mobile Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Unlimited                                                                           |
| Included Domestic Text/PIX/FLIX Messages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 100 per month                                                                       |
| Voice Per Minute Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.25 per minute                                                                   |
| Domestic Long Distance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Included                                                                            |
| NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. No more than 50% of plans on a single account can be placed on the Additional Line Voice or Additional Line Voice & Push to Talk plans if sharing minutes (the 50% requirement does not apply to lines using the \$17.99 plan as a PTT only plan with the voice block feature). Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle. |                                                                                     |

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b. Voice and Data Bundles

| <b>(Domestic) America's Choice<sup>SM</sup> for Government Voice &amp; Data Plans</b>                                                                                                                                                                                                                                                                                                           |                                                   |                                     |                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------|--------------------------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                                                                                                                                                                                                                                                                                              |                                                   |                                     |                                      |
| <b>Domestic AC for Government Voice &amp; Data Plans:</b>                                                                                                                                                                                                                                                                                                                                       | <b>400 Minute Voice/Data Bundle</b>               | <b>600 Minute Voice/Data Bundle</b> | <b>1000 Minute Voice/Data Bundle</b> |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                                                                                                                                        | 400                                               | 600                                 | 1000                                 |
| Monthly Access Charge (non-pooled minutes)                                                                                                                                                                                                                                                                                                                                                      | \$46.15                                           | \$58.64                             | \$70.19                              |
| Monthly Access Charge (pooled minutes)                                                                                                                                                                                                                                                                                                                                                          | \$48.07                                           | \$60.57                             | \$72.11                              |
| Overage Rate                                                                                                                                                                                                                                                                                                                                                                                    | \$0.25 per minute                                 |                                     |                                      |
| Domestic Data Allowance for Email                                                                                                                                                                                                                                                                                                                                                               | Unlimited                                         |                                     |                                      |
| Domestic Night & Weekend Minutes                                                                                                                                                                                                                                                                                                                                                                | Unlimited                                         |                                     |                                      |
| Domestic Mobile to Mobile Minutes                                                                                                                                                                                                                                                                                                                                                               | Unlimited                                         |                                     |                                      |
| Friends & Family for Government                                                                                                                                                                                                                                                                                                                                                                 | Up to 10 numbers For Entire Account, Not Per User |                                     |                                      |
| Domestic Text/PIX/FLIX Messages                                                                                                                                                                                                                                                                                                                                                                 | Unlimited                                         |                                     |                                      |
| National Access Roaming                                                                                                                                                                                                                                                                                                                                                                         | \$0.002 per Kilobyte                              |                                     |                                      |
| Unlimited Domestic Push to Talk Plus                                                                                                                                                                                                                                                                                                                                                            | Included (device dependant)                       |                                     |                                      |
| Domestic Long Distance                                                                                                                                                                                                                                                                                                                                                                          | Included                                          |                                     |                                      |
| NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle. |                                                   |                                     |                                      |

| America's Choice <sup>SM</sup> for Government Choice Voice & Data Plans                                                                                                                                                                                                                                                                                                                         |                              |                               |                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------|-------------------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                                                                                                                                                                                                                                                                                              |                              |                               |                               |
| AC for Government Choice Voice & Data Plans:                                                                                                                                                                                                                                                                                                                                                    | 450 Minute Voice/Data Bundle | 1350 Minute Voice/Data Bundle | 4000 Minute Voice/Data Bundle |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                                                                                                                                        | 450                          | 1350                          | 4000                          |
| Monthly Access Charge (non-pooled minutes)                                                                                                                                                                                                                                                                                                                                                      | \$59.99                      | \$82.49                       | \$127.49                      |
| Monthly Access Charge (pooled minutes)                                                                                                                                                                                                                                                                                                                                                          | \$63.74                      | \$86.24                       | \$131.24                      |
| Overage Rate                                                                                                                                                                                                                                                                                                                                                                                    | \$0.25 per minute            |                               |                               |
| Domestic Data Allowance for Email                                                                                                                                                                                                                                                                                                                                                               | Unlimited                    |                               |                               |
| Domestic Night & Weekend Minutes                                                                                                                                                                                                                                                                                                                                                                | Unlimited                    |                               |                               |
| Domestic Mobile to Mobile Minutes                                                                                                                                                                                                                                                                                                                                                               | Unlimited                    |                               |                               |
| National Access Roaming                                                                                                                                                                                                                                                                                                                                                                         | \$0.002 per Kilobyte         |                               |                               |
| Unlimited Domestic Push to Talk Plus                                                                                                                                                                                                                                                                                                                                                            | Included (device dependant)  |                               |                               |
| Domestic Long Distance                                                                                                                                                                                                                                                                                                                                                                          | Included                     |                               |                               |
| NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle. |                              |                               |                               |

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| <b>(Global) America's Choice<sup>SM</sup> for Government Voice &amp; Global Data Plans</b>                                                                                                                                                                                                                                                                                                      |                                                   |                                            |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------|---------------------------------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                                                                                                                                                                                                                                                                                              |                                                   |                                            |                                             |
| <b>AC for Government Voice &amp; Global Data Plans:</b>                                                                                                                                                                                                                                                                                                                                         | <b>400 Minute Voice/Global Data Bundle</b>        | <b>600 Minute Voice/Global Data Bundle</b> | <b>1000 Minute Voice/Global Data Bundle</b> |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                                                                                                                                        | 400                                               | 600                                        | 1000                                        |
| Monthly Access Charge (non-pooled minutes)                                                                                                                                                                                                                                                                                                                                                      | \$63.03                                           | \$74.03                                    | \$85.57                                     |
| Monthly Access Charge (pooled minutes)                                                                                                                                                                                                                                                                                                                                                          | \$63.45                                           | \$75.95                                    | \$87.49                                     |
| Overage Rate                                                                                                                                                                                                                                                                                                                                                                                    | \$0.25 per minute                                 |                                            |                                             |
| Domestic & Global Data Allowance for Email                                                                                                                                                                                                                                                                                                                                                      | Unlimited                                         |                                            |                                             |
| Domestic Night & Weekend Minutes                                                                                                                                                                                                                                                                                                                                                                | Unlimited                                         |                                            |                                             |
| Domestic Mobile to Mobile Minutes                                                                                                                                                                                                                                                                                                                                                               | Unlimited                                         |                                            |                                             |
| Friends & Family for Government                                                                                                                                                                                                                                                                                                                                                                 | Up to 10 numbers For Entire Account, Not Per User |                                            |                                             |
| Domestic Text/PIX/FLIX Messages                                                                                                                                                                                                                                                                                                                                                                 | Unlimited                                         |                                            |                                             |
| National Access Roaming                                                                                                                                                                                                                                                                                                                                                                         | \$0.002 per Kilobyte                              |                                            |                                             |
| Unlimited Domestic Push to Talk Plus                                                                                                                                                                                                                                                                                                                                                            | Included (device dependant)                       |                                            |                                             |
| Domestic Long Distance                                                                                                                                                                                                                                                                                                                                                                          | Included                                          |                                            |                                             |
| NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle. |                                                   |                                            |                                             |

c. Wireless Data Service Pricing Plans

| <b>Mobile BroadbandAccess Calling Plan</b>                                                                                                                                                                                                                                  |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| A discount has been applied and this plan is not eligible for any further discounts.                                                                                                                                                                                        |                      |
| <b>Mobile Broadband Access Only</b>                                                                                                                                                                                                                                         |                      |
| Discounted Monthly Access Fee                                                                                                                                                                                                                                               | \$39.99              |
| Domestic Data Allowance for Email and Internet/Intranet Browsing                                                                                                                                                                                                            | Unlimited            |
| Overage Rate Per KB                                                                                                                                                                                                                                                         | NA                   |
| National Access Roaming                                                                                                                                                                                                                                                     | \$0.002 per Kilobyte |
| Domestic Long Distance <sup>1</sup>                                                                                                                                                                                                                                         | Included             |
| NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle. |                      |



South Alabama Purchasing Association



| (Domestic) Mobile Broadband Data Only Plans                                                                                                                                                                                                                                              |                               |                               |                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|--------------------------------------|
| A discount has been applied and this plan is not eligible for any further discounts.                                                                                                                                                                                                     |                               |                               |                                      |
|                                                                                                                                                                                                                                                                                          | Data-Only Plan                |                               |                                      |
| Monthly Access Charge                                                                                                                                                                                                                                                                    | \$30.00                       | \$39.99                       |                                      |
| Domestic Data Allowance for Email                                                                                                                                                                                                                                                        | 500MB                         | 5GB Pooled                    |                                      |
| Overage Rate Per MB                                                                                                                                                                                                                                                                      | \$0.05                        | \$0.05                        |                                      |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                                 | 0 Minutes                     |                               |                                      |
| Domestic Voice Overage Rate                                                                                                                                                                                                                                                              | \$0.25 per minute             |                               |                                      |
| National-Access Roaming (International)                                                                                                                                                                                                                                                  | \$0.002 per kilobyte (Canada) | \$0.005 per kilobyte (Mexico) | \$0.020 per kilobyte (rest-of-world) |
| Domestic Long Distance                                                                                                                                                                                                                                                                   | Included                      |                               |                                      |
| NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle. |                               |                               |                                      |

| <b>(Domestic) BlackBerry/Smartphone (No Voice Minutes) Data Plan</b>                                                                                                                                                                                                         |                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                                                                                                                                                                           |                             |
| <b>BlackBerry/Smartphone Data-Only Plan</b>                                                                                                                                                                                                                                  |                             |
| Monthly Access Charge                                                                                                                                                                                                                                                        | \$33.65                     |
| Domestic Data Allowance for Email                                                                                                                                                                                                                                            | Unlimited                   |
| Domestic Mobile to Mobile Minutes                                                                                                                                                                                                                                            | Unlimited                   |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                     | 0 Minutes                   |
| Overage Rate                                                                                                                                                                                                                                                                 | \$0.12 per minute           |
| Domestic Text/PIX/FLIX Messages                                                                                                                                                                                                                                              | Unlimited                   |
| National Access Roaming                                                                                                                                                                                                                                                      | \$0.002 per Kilobyte        |
| Unlimited Domestic Push to Talk Plus                                                                                                                                                                                                                                         | Included (device dependant) |
| Domestic Long Distance                                                                                                                                                                                                                                                       | Included                    |
| NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle. |                             |

## South Alabama Purchasing Association



| <b>(Domestic) BlackBerry/Smartphone (Shared Minutes) Data Plan</b>                                                                                                                                                                                                                                                                                                                        |                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| The calling plans below reflect the monthly access charge discount. No additional discounts apply.                                                                                                                                                                                                                                                                                        |                                                                          |
| <b>BlackBerry/Smartphone Shared Minute Data Plan</b>                                                                                                                                                                                                                                                                                                                                      |                                                                          |
| Monthly Access Charge                                                                                                                                                                                                                                                                                                                                                                     | \$34.99                                                                  |
| Domestic Data Allowance for Email                                                                                                                                                                                                                                                                                                                                                         | Unlimited                                                                |
| Domestic Mobile to Mobile Minutes                                                                                                                                                                                                                                                                                                                                                         | Unlimited                                                                |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                                                                                                                                  | 0 Minutes. Minutes can share from voice and/or voice & data bundle plans |
| Overage Rate                                                                                                                                                                                                                                                                                                                                                                              | \$0.25 per minute                                                        |
| Domestic Text/PIX/FLIX Messages                                                                                                                                                                                                                                                                                                                                                           | Unlimited                                                                |
| National Access Roaming                                                                                                                                                                                                                                                                                                                                                                   | \$0.002 per Kilobyte                                                     |
| Unlimited Domestic Push to Talk Plus                                                                                                                                                                                                                                                                                                                                                      | Included (device dependant)                                              |
| Domestic Long Distance                                                                                                                                                                                                                                                                                                                                                                    | Included                                                                 |
| NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. No more than 50% of plans on a single account can be placed on the BlackBerry/Smartphone Shared Minute plan. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle. |                                                                          |

| (Domestic) Smartphone Data-Add On Features                                                                                                                                                                                                                                                |                               |         |                               |            |                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------|-------------------------------|------------|--------------------------------------|
| A discount has been applied and this plan is not eligible for any further discounts.                                                                                                                                                                                                      |                               |         |                               |            |                                      |
|                                                                                                                                                                                                                                                                                           | Smartphone Solution           |         |                               |            |                                      |
| Feature Access Fee:                                                                                                                                                                                                                                                                       | \$20.00                       | \$17.00 | \$19.00                       | \$20.00    | \$25.00                              |
| MB Allowance                                                                                                                                                                                                                                                                              | Metered                       | 50MB    | 500MB                         | 5GB Pooled | Unlimited                            |
| Overage Rate Per MB                                                                                                                                                                                                                                                                       | \$0.05                        | \$0.05  | \$0.05                        | \$0.05     | n/a                                  |
| Wireless Sync or BlackBerry Solution                                                                                                                                                                                                                                                      | Included                      |         |                               |            |                                      |
| National-Access Roaming (International)                                                                                                                                                                                                                                                   | \$0.002 per kilobyte (Canada) |         | \$0.005 per kilobyte (Mexico) |            | \$0.020 per kilobyte (rest-of-world) |
| NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle. |                               |         |                               |            |                                      |

South Alabama Purchasing Association



| <b>(Domestic) Smartphone Data Only Plans</b>                                                                                                                                                                                                                                             |                               |                               |                                      |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|--------------------------------------|------------|
| A discount has been applied and this plan is not eligible for any further discounts.                                                                                                                                                                                                     |                               |                               |                                      |            |
|                                                                                                                                                                                                                                                                                          | Smartphone Data-Only Plans    |                               |                                      |            |
| Monthly Access Charge                                                                                                                                                                                                                                                                    | \$30.00                       | \$25.00                       | \$30.00                              | \$32.00    |
| MB Allowance                                                                                                                                                                                                                                                                             | Metered                       | 50MB                          | 500MB                                | 5GB Pooled |
| Overage Rate Per MB                                                                                                                                                                                                                                                                      | \$0.05                        | \$0.05                        | \$0.05                               | \$0.05     |
| Domestic Anytime Voice Minutes Per Month                                                                                                                                                                                                                                                 | 0 Minutes                     |                               |                                      |            |
| Domestic Voice Overage Rate                                                                                                                                                                                                                                                              | \$0.25 per minute             |                               |                                      |            |
| Included Domestic Text/PIX/FLIX Messages                                                                                                                                                                                                                                                 | Unlimited                     |                               |                                      |            |
| National-Access Roaming (International)                                                                                                                                                                                                                                                  | \$0.002 per kilobyte (Canada) | \$0.005 per kilobyte (Mexico) | \$0.020 per kilobyte (rest-of-world) |            |
| Domestic Long Distance                                                                                                                                                                                                                                                                   | Included                      |                               |                                      |            |
| NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle. |                               |                               |                                      |            |

| Mobile BroadbandAccess Connect/Hot Spot Feature Plans                                                                                                                                                                                                                       |                                |                |                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------|----------------------------|
| Discount has already been applied as indicated herein and is not eligible for any further discount.                                                                                                                                                                         |                                |                |                            |
|                                                                                                                                                                                                                                                                             | Optional Feature<br>Access Fee | Data Allowance | National Access<br>Roaming |
| For Unlimited VZEmail Optional Feature<br>Subscribers (with a voice & unlimited data<br>plan)                                                                                                                                                                               | \$10.00                        | Unlimited      | \$0.002 per Kilobyte       |
| For Unlimited VZEmail Calling Plan<br>Subscribers<br>(with an unlimited data-only plan)                                                                                                                                                                                     | \$15.00                        |                |                            |
| NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle. |                                |                |                            |



South Arkansas Purchasing Association



### (Global) BlackBerry/Smartphone (No Voice Minutes) Data Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

#### Global BlackBerry/Smartphone Data Only Plan

|                                          |                             |
|------------------------------------------|-----------------------------|
| Monthly Access Charge                    | \$49.03                     |
| Global Data Allowance for Email          | Unlimited                   |
| Domestic Data Allowance for Email        | Unlimited                   |
| Domestic Mobile to Mobile Minutes        | Unlimited                   |
| Domestic Anytime Voice Minutes Per Month | 0 Minutes.                  |
| Domestic Voice Rate                      | \$0.12 per minute           |
| Domestic Text Messages                   | Unlimited                   |
| NationalAccess Roaming                   | \$0.002 per Kilobyte        |
| Unlimited Domestic Push to Talk Plus     | Included (device dependant) |
| Domestic Long Distance                   | Included                    |

NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 25GB of data be used within a given bill cycle.

### VZAccess Calling Plans

#### (NationalAccess/BroadbandAccess and GlobalAccess)

A discount has been applied and this plan is not eligible for any further discounts.

#### GlobalAccess\*

|                                                 |                                                |
|-------------------------------------------------|------------------------------------------------|
| Monthly Access Fee                              | \$97.49                                        |
| Domestic MB Allowance                           | Unlimited (U.S. and Canada)                    |
| Global MB Allowance – Tier 1                    | 100 MB in Tier 1 countries                     |
| Data Overage – Tier 1                           | \$0.005 per kilobyte (in Tier 1 countries)     |
| NationalAccess Roaming (International) – Tier 2 | \$0.020 per kilobyte (beyond Tier 1 countries) |
| Home Airtime Rate†                              | \$0.25 per minute                              |
| Domestic Long Distance                          | Included                                       |

Notes: Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. \*GlobalAccess unlimited MB allowance applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. \*\*Subscribers to NationalAccess and BroadbandAccess Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

North Carolina Purchasing Association

verizon<sup>✓</sup>**Global Mobile Broadband Connect/Hot Spot Feature Plans**

The plans below reflect the monthly access charge discount. No additional discounts apply.

| Monthly Access Charge | Monthly Allowance | Rate After Allowance (Canada) | Rate After Allowance (Mexico & Rest of the World) |
|-----------------------|-------------------|-------------------------------|---------------------------------------------------|
| \$22.50               | 50 Megabyte       | \$2.00 Per MB                 | \$5.00 Per MB                                     |
| \$52.50               | 150 Megabyte      | \$2.00 Per MB                 | \$5.00 Per MB                                     |
| \$93.75               | 300 Megabyte      | \$2.00 Per MB                 | \$5.00 Per MB                                     |

**Note:** Current National Access, and Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Verizon Wireless Calling Plan and Features Details apply. Government Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans. **Sharing:** Sharing is available only among Government Subscribers to these Custom Telemetry Megabyte Share Plans. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Units. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period.

**Global Data Package Feature**

The feature below reflects the monthly access charge discount. No additional discounts apply.

| Monthly Line Access | Data Allowance (non-share) | Data Coverage      |
|---------------------|----------------------------|--------------------|
| \$18.75 per device  | 100 MB                     | \$25.00 per 100 MB |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico, and originating from Canada to the U.S. Prevailing rates apply to all other messages. Text Messages originating from Mexico are \$0.50 per message sent (per recipient) and \$0.05 per message received. Voice Sharing (Canada and Mexico only, if selected): At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need. Calling plan changes may not take effect until the next billing cycle following the request. Global Data Package. Not available in all countries. \$0.02 per KB for countries not included in the global allowance

**GLOBAL SERVICES DESTINATION LIST  
FOR GLOBAL DATA 100MB FEATURE**

|                |                   |             |                        |
|----------------|-------------------|-------------|------------------------|
| Åland Islands  | Albania           | Andorra     | Anguilla               |
| Antigua        | Argentina         | Armenia     | Aruba                  |
| Australia      | Austria           | Azerbaijan  | Bahamas                |
| Barbados       | Barbuda           | Belarus     | Belgium                |
| Bermuda        | Bolivia           | Bonaire     | Bosnia and Herzegovina |
| Brazil         | Bulgaria          | Canada      | Cayman Islands         |
| Chatham Island | Chile             | China       | Christmas Island       |
| Colombia       | Croatia           | Curaçao     | Cyprus                 |
| Czech Republic | Denmark           | Dominica    | Dominican Republic     |
| Ecuador        | Egypt             | England     | Estonia                |
| Faroe Islands  | Finland           | France      | French Guiana          |
| Georgia        | Germany           | Gibraltar   | Grand Bahamas          |
| Greece         | Greenland         | Grenada     | Guadeloupe             |
| Guam           | Guernsey          | Guyana      | Haiti                  |
| Hong Kong      | Hungary           | Iceland     | India                  |
| Ireland        | Ireland, Northern | Isle of Man | Israel                 |
| Italy          | Jamaica           | Japan       | Jersey                 |
| Kazakhstan     | Korea, South      | Latvia      | Liechtenstein          |
| Lithuania      | Luxembourg        | Macao       | Macedonia              |

## **ORDINANCE 2016 - 76**

### **Appropriation: Emergency Repairs for City Facilities & Equipment**

**WHEREAS**, Ordinance 2016-56 approved and adopted the Fiscal Year 2017 Budget on September 19, 2016; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2017 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2017 budget; and

**WHEREAS**, Emergency repairs are required on occasion for City facilities and equipment in order to keep City facilities and equipment functional for daily operations and activities, and

**WHEREAS**, the City of Daphne desires to keep the facilities and equipment operational in order to protect the existing buildings and equipment.

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that

1. Funds in the amount of \$50,000 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2017 budget for Emergency repairs of City facilities and equipment.
2. The Mayor is hereby authorized to sign and execute all documents associated with the described Emergency repairs.

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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**Dane Haygood, Mayor**

**ATTEST:**

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**Rebecca A. Hayes, City Clerk**

**ADDITIONAL APPROPRIATION FOR ADAPTIVE UTILITY COST (ALDOT CE&I & DIRECT OVERHEAD COST) for ALDOT Project: Access Improvements through Signalization and Service Roads on U.S. Highway 98 between County Road 64 and Vann Avenue**

**WHEREAS**, Ordinance 2016-56 approved and adopted the Fiscal Year 2017 Budget on September 19, 2016; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2017 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2017 budget; and

**WHEREAS**, the City of Daphne has taken an active role in transportation planning and improvements along the U.S. Highway 98 corridor and in conjunction with the Alabama Department of Transportation (ALDOT) has worked jointly to improve the intersections of U.S. Highway 98 and the north service road, Whispering Pines, County Road 64 and Johnson Road; and

**WHEREAS**, the City of Daphne and ALDOT recognizes that the key to safe, efficient and maximized roadway capacity along the U.S. Highway 98 corridor is Access Management; and

**WHEREAS**, the City of Daphne and ALDOT has been working with business leaders, developers, engineers, elected officials, city and state employees and has established a "working group" to identify and study access issues along U.S. Highway 98 between County Road 64 and Vann Avenue; and

**WHEREAS**, Ordinance 2016-34 appropriated the City of Daphne's 20% share (\$33,119) for the Transportation Impact Study (TIS) (\$14,950) and preliminary engineering (\$28,500) to design the proposed improvements; and

**WHEREAS**, additional cost for the adaptive ITS utility cost were incurred for the project and the City of Daphne's share is \$6,400.

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

1. the Fiscal Year 2017 Budget is hereby amended to include an appropriation in the amount of **\$6,400** from the **Seven Cent Gas Tax Fund** for the additional cost for the Transportation Impact Study, Survey and Engineering for signalization of Lavender Lane with U.S. Highway 98; construction of a new service road on the east side of U.S. Highway 98 north of Lavender Lane; combining the access of Halls Lane and the south end of the western service road with U.S. Highway 98; and improvements to the north access of the western service road, and
2. the Mayor is hereby authorized to execute any documents required in order for the City of Daphne to participate in such access improvement project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS**  
**\_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

\_\_\_\_\_  
**Dane Haygood, Mayor**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

## **ORDINANCE 2016-78**

### **Appropriation of Funds: FY 2017 New Police Personnel Equipment**

**WHEREAS**, Ordinance 2016-56 approved and adopted the Fiscal Year 2017 Budget on September 19, 2016; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2017 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2017 budget; and

**WHEREAS**, monies were appropriated for four (4) new Police personnel positions and equipment/operating requirements for three (3) positions; and

**WHEREAS**, grant monies for the fourth personnel position's equipment/operating requirements were applied for but not awarded to the City of Daphne; and

**WHEREAS**, such appropriations totaling \$11,000 are needed for certain new Police department personnel related equipment/operating requirements.

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2017 Budget is hereby amended to include appropriations in the amount of \$11,000 for new Police department personnel and the related equipment/operating requirements:

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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**Dane Haygood, Mayor**

**ATTEST:**

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**Rebecca A. Hayes, City Clerk**

**ORDINANCE 2016 - 79**

**Appropriation of Funds: Police Vehicle Replacement Appropriation**

**WHEREAS**, Ordinance 2016-56 approved and adopted the Fiscal Year 2017 Budget on September 19, 2016; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2017 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2017 budget; and

**WHEREAS**, Police vehicle #307 was involved in an accident; and

**WHEREAS**, the City's insurance carrier has deemed the 2007 Ford Crown Victoria vehicle to be "totaled" as a result of such collision; and

**WHEREAS** such vehicle is required in order to meet public safety requirements.

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2017 Budget is hereby amended to include a General Fund appropriation in the amount of **\$35,538** for the replacement of the 2007 Ford Crown Victoria.

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

**ORDINANCE 2016 – 80**

**APPROPRIATION OF FUNDS: DAPHNE SPORTS COMPLEX TIMBER  
REMOVAL FEES**

**WHEREAS**, Ordinance 2016-56 approved adopted the Fiscal Year 2017 Budget on September 19, 2016; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2017 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2017 budget; and

**WHEREAS**, Ordinance 2012-48 sets forth an allocation of Lodging Tax proceeds that may be used for certain recreational grounds capital items; and

**WHEREAS**, additional unexpected fees have been incurred for the removal of the timber on the Daphne Sports Complex property; and

**WHEREAS**, the Daphne Sports Complex Timber Removal fees meets such recreational grounds capital criteria; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2017 Budget is hereby amended to include an appropriation from the Lodging Tax Fund in the amount of \$30,844 for the Daphne Sports Complex Timber Removal associated fees as follows:

1. Malone Forestry Inc. - \$16,027
2. Southeastern Natural Resources - \$14,817

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

**Dane Haygood, Mayor**

**Attest:**

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**Rebecca A. Hayes, City Clerk**



## TIMBER SALE AGREEMENT

THIS TIMBER SALE AGREEMENT ("Contract") is entered into as of this 22<sup>nd</sup> day of, July, 2016, ("Effective Date") by and between The City of Daphne, ("SELLER"), and Mobile Forest Products, Inc. ("PURCHASER").

WHEREAS, SELLER has the rights to certain standing timber; and PURCHASER has inspected and desires to harvest the timber.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and PURCHASER agree as follows:

1. **Definitions.**

(a) "Land" or "Lands" means the area of approximately 116 (+/-) acres of real property located in Baldwin County, Alabama, depicted and/or described on Exhibit "A" attached hereto and incorporated herein by this reference.

(b) "Designated Timber" means all trees, logs or parts of logs standing or lying upon the Lands designated or marked by SELLER to be harvested .

2. **License Grants.**

(a) **Designated Timber.** SELLER grants the exclusive license and right to cut all Designated Timber on the Lands and agrees to sell (if applicable) such Designated Timber to PURCHASER, and PURCHASER agrees to sever, purchase (if applicable), and remove the Designated Timber on the Lands according to the terms in this Contract.

(b) **Access.** SELLER grants to PURCHASER access to the Lands at any and all times during the Term and further grants permission to use all roads owned or controlled by SELLER or that SELLER has the right to grant PURCHASER the use of within the Lands or adjacent thereto, when such roads are necessary for ingress and egress, and, with SELLER's prior written permission, the right to construct new roadways on the Lands or erect temporary structures upon the Lands (i.e. bridges), all only to the extent necessary for performance under this Contract.

(c) **Seller's Rights.** SELLER and its representative and assigns shall have the right to go upon the Lands and to perform any acts or operations thereon that will not unreasonably interfere with the rights of the PURCHASER under this Contract; and SELLER shall continue to have the full right to use, occupy, sell, lease or otherwise enjoy or dispose of any said Lands or any other timber or forest products thereon (other than the Designated Timber). PURCHASER, in the exercise of the rights herein granted, shall not in any way interfere with the use by SELLER of said Lands. This Contract is subject to any rights previously granted or hereafter granted by SELLER to lessees, contractors or agents of SELLER, other than rights granted in the

Designated Timber, and to any easements which now as may exist over, upon or across the Lands, all of which PURCHASER shall not interfere with.

3. **Title.** Title and risk of loss to the Designated Timber passes to PURCHASER upon severance of the Designated Timber. Prior to severance, all risk of loss to the Designated Timber remains with SELLER.

4. **Advance Payment.** N/A

5. **Price.** PURCHASER agrees to cut and remove all timber and brush at no cost to Seller. Seller will receive no payment for the woody vegetation removed by Purchaser.

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Timber to be cut will be designated by SELLER'S representative, S. E. Natural Resources, Inc.

6. **Payment; Scale Tickets.** N/A

7. **Purchaser Obligations.**

(a) **Permits.** PURCHASER shall prepare, apply for, obtain and maintain in good standing any and all permits required from applicable governmental bodies for PURCHASER'S performance under this Contract and shall provide a copy of all permits to SELLER. SELLER shall provide any reasonable assistance needed to obtain any permits on the Lands.

(b) **Trespass.** PURCHASER, its employees, contractors and subcontractors, shall not commit any trespass outside of the Lands. PURCHASER shall not damage the Lands or cause damage to any other real property adjacent to the Lands. PURCHASER shall assume full responsibility and liability for any and all costs and losses associated with timber trespass, theft, and damage to property of SELLER, its affiliates or any third party.

(c) **Compliance.** PURCHASER shall during the Term comply with all applicable laws, ordinances, orders, directives, rules, regulations, permits and other requirements ("Laws") of any Federal, State or local governmental authority or agency, whether in force at the commencement of this Contract or enacted during the term of this Contract, including but not limited to, Laws relating to logging, forestry, fire prevention, hydrology, safety, environmental protection, threatened and endangered species and requirements for licensing or certification of

equipment or operations.

(d) Compliance with BMPs. PURCHASER agrees that cutting, skidding, loading and hauling shall in all respects comply with all Best Management Practices ("BMPs") promulgated by the forestry commission or agency for the State of Alabama.

8. Purchaser Performance.

(a) Time is of the Essence. PURCHASER shall cut and remove all Designated Timber as defined herein. Time is of the essence in the performance of this Contract. Any and all Designated Timber not severed by the Expiration Date or any extensions granted by SELLER'S representative, shall be and remain the property of SELLER.

(b) Equipment. PURCHASER may bring onto the Lands and use such tools, wagons, carts, trucks, and equipment as are necessary for the performance of its obligations hereunder. Trucks, tractors and other equipment shall be parked to the side of the roads to allow through traffic at all times.

9. Term. The term of this Contract shall commence on the Effective Date and continue until October 1, 2016 ("Term"), unless earlier terminated as set forth herein or extended due to a Force Majeure (as defined below) with the consent of SELLER's timber agent, Southeastern Natural Resources, Inc.

10. Termination/Expiration. In addition to any other right of termination in this Contract, termination may occur:

(a) if either PURCHASER or SELLER commits a material breach of this Contract and has not cured such breach within ten (10) days after notice of the breach; provided that SELLER shall have the right to immediately terminate this Contract if PURCHASER fails to make any payment required under this Contract within the time allowed for such payment; or

(b) immediately in the event of PURCHASER's bankruptcy/insolvency, if PURCHASER (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days, or (iv) makes an assignment for the benefit of creditors.

The date that this Contract expires or is terminated under this Section 10 or otherwise is the "Expiration Date". Any right of PURCHASER to enter the Lands or to cut or remove any Designated Timber, shall terminate effective on the Expiration Date, unless a time extension has been granted by SELLER; and all right, title and interest in and to the standing Designated Timber shall remain vested in SELLER. PURCHASER agrees to remove all equipment from the Lands within thirty (30) days of the Expiration Date. In the event PURCHASER does not remove its equipment within the time specified, SELLER shall have the right to treat the equipment remaining on its property as abandoned property, remove it from the Lands, and sell the equipment on commercially reasonable terms. The proceeds of any sale of the equipment

shall be applied first to the cost of removal and sale of the equipment, then any balance remaining will be paid to PURCHASER.

11. **Representations and Warranties.** SELLER hereby represents and warrants to PURCHASER as set forth in the following subsections:

(a) **Authority.** SELLER has the power and authority to execute, deliver and perform this Contract and the transactions contemplated herein in accordance with the terms hereof.

(b) **Validity; Consents.** The execution and delivery by SELLER of this Contract and the due consummation of the transactions contemplated herein have been duly and validly authorized by all necessary actions on the part of SELLER and this Contract constitutes a valid and legally binding agreement of SELLER. Neither the execution and delivery of this Contract by SELLER nor the consummation by SELLER of the transactions contemplated herein result in the breach of, or the imposition of any lien on any assets of SELLER pursuant to, or constitute a default under, any indenture or bank loan or credit agreement, or other agreement or instrument to which SELLER is a party or by which it or any of its properties may be bound or affected. No consent, approval, authorization or action by any governmental authority or any person having legal rights against or jurisdiction over SELLER is required in connection with the execution and delivery by SELLER of this Contract or for consummation by SELLER of the transactions contemplated herein.

(c) **Title.** Seller owns marketable fee-simple title to the Lands and Designated Timber, subject only to matters of record which do not affect SELLER's rights to convey the Designated Timber and other rights granted hereunder.

(d) **Environmental Notices.** SELLER is not aware of and has not received any notice of any environmental laws, regulations, restrictions, orders or agreements that would prohibit PURCHASER from harvesting the Designated Timber from the Lands in compliance with BMPs and the terms hereunder. The presence of gopher tortoises on the Land (as described in Section 12(b) below) does not prohibit PURCHASER from harvesting the Designated Timber from the Lands in compliance with BMPs and the terms hereunder.

(e) **Access.** SELLER either (i) has legal access to all parcels of the Land or (ii) will obtain access agreements from third parties allowing PURCHASER to access any parcel or parcels of the Land which do not currently have legal access if those parcels are needed to satisfy the depletion of the Advance Payment.

12. **Environmental Conditions.**

(a) In the event that, cutting or removal of part or all of the Designated Timber is prevented by federal, state or local laws or regulations, including but not limited to, the Endangered Species Act, and if such restriction is not due to any act or omission on the part of PURCHASER, its agents or contractors, PURCHASER shall have no obligation to harvest the Designated Timber so restricted. Provided, however, that if such restriction is removed at such time as to allow PURCHASER to cut and remove the Designated Timber in a commercially

reasonable fashion prior to the Expiration Date, PURCHASER shall be obligated to timely sever the Designated Timber.

(b) At the time of the execution of this Contract, SELLER and PURCHASER are aware of the presence on the Lands of the following plant or animal species listed by the U.S. Fish and Wildlife Service as threatened or endangered under the Endangered Species Act: Gopher Tortoise (not listed in Baldwin County). If SELLER or PURCHASER discovers any other such listed threatened or endangered species on the Lands during the Term, it is agreed that actions to protect such species will be taken

13. **Felling and Bucking.** PURCHASER shall conduct all operations under this Contract in a workmanlike manner, and shall not unnecessarily damage trees not included as Designated Timber. For Designated Timber less than or equal to 12" in diameter at stump height, PURCHASER shall fell such Designated Timber at a point not more than 6" above the adjacent ground level, and for Designated Timber greater than 12" in diameter at stump height, PURCHASER shall fell such Designated Timber at a point above the adjacent ground level of not more than one-half the diameter at stump height. Butt rot or other stump defects may be left on the stump. The workmanlike manner more specifically shall include but not be limited to:

(a) Directional felling-insofar as possible, Designated Timber should be felled with the direction of the skid so as to prevent unnecessary turning of the logs.

(b) Skid trails and logging ramps shall be kept to a minimum number necessary for removal of Designated Timber.

14. **Roads.** PURCHASER, in all phases of construction and logging operations shall protect to the maximum extent all roads, bridges, trails, telephone lines, ditches, fences and other improvements, and if any such improvements are damaged by PURCHASER's operations under this Contract, PURCHASER shall restore the improvement immediately to a condition satisfactory to SELLER and without expense to SELLER. Existing roads used by PURCHASER shall be left in the same or improved condition following the harvesting operations or before the termination of this Contract, whichever is sooner. PURCHASER shall remove all tops and other logging debris from or in all ditches, roads and streams. PURCHASER is authorized to use roads, structures and improvements necessary in the operations hereunder, upon the Lands and upon other SELLER lands in the vicinity thereof, all at its own risk and provided that all such roads, structures and improvements shall be located, maintained and operated subject to the regulations of SELLER and all applicable laws and regulations. Such roads, structures and improvements on SELLER's lands shall become the sole property of SELLER at the termination of this Contract. All merchantable timber used in construction of bridges, roads and landings necessary to the cutting and removal of Designated Timber shall be cut and removed as provided for designated trees herein and paid for at the unit set forth in this Contract. SELLER makes no representations or warranties that any roads, bridges or other improvements on the Lands or any other property are safe or suitable for use by PURCHASER or those acting for or under PURCHASER, and all such parties may use any such roads, bridges or other improvements only at their own risk. No new logging roads shall be cut or opened by PURCHASER without the prior approval of the SELLER or its representative. No rubbish shall be left in the woods.

15. **Property Protection.**

(a) PURCHASER agrees to cut only the Designated Timber and to refrain from damaging, destroying or injuring timber or trees not to be cut and removed by PURCHASER. Boundaries of the cutting areas from which the Designated Timber is to be harvested will be marked or designated by SELLER'S representative and will be shown by SELLER to PURCHASER's representative having responsibility for harvesting operations.

(b) All trees not included in the Designated Timber which are unnecessarily damaged in the course of PURCHASER's operations shall be marked by SELLER or its representative, removed and paid for at the following rates which are considered to be fair compensation for the stumpage value, expense incurred on account of damage and future growth loss of the damaged trees: \$40.00 per standard cord for Pine Pulpwood; \$500.00 per MBF Doyle for Pine Sawtimber; \$50.00 per standard cord for Hardwood Pulpwood; and \$350.00 per MBF Doyle for Hardwood Sawtimber; \$800 per MBF Doyle for Pine Poles. Unnecessary damage will be considered as breakage to the main stem, uprooting or any abrasion, which results in damage to one-third or more of the circumference of the main stem, which could have been avoided in the course of logging operation.

(c) If any trees not included in the Designated Timber should be cut by PURCHASER, its contractors, employees or other representatives, PURCHASER shall be obligated to pay to SELLER liquidated damages for each of the undesignated trees at the following rates which are considered to be fair compensation for the stumpage value, expense incurred on account of the damage and future growth loss of the damaged trees: \$50.00 for each tree 11" and under in diameter; \$150.00 for each tree 12" to 17" in diameter; \$300.00 for each tree 18" to 25" in diameter; and \$400.00 for each tree greater than 25" in diameter. All diameters mentioned in this Section 15, refer to measurements at top of stump and include bark. SELLER in SELLER's sole discretion may waive such damages if SELLER shall deem that this cutting was necessary to the operation hereunder. PURCHASER shall pay SELLER damages for: (a) property corners moved or knocked out - \$1,000.00 and (b) witness trees cut - \$350.00 each.

(d) During the harvesting and removal of Designated Timber hereunder PURCHASER, its employees, contractors and subcontractors, shall at all times conduct its operations in a manner to prevent fire on the Lands. PURCHASER, its employees, contractors and representatives, shall make every reasonable effort to suppress fire on the Lands. PURCHASER shall comply with all federal, state and local laws and regulations pertaining to fire protection and suppression.

16. **Force Majeure.**

(a) Neither party shall be liable for any delay or failure to perform its obligations under this Contract due to an act of God, public enemy or act of nature, including but not limited to, war; prohibition by any governmental entity having a direct impact upon the timely performance of the work; aberrant weather conditions, abnormal rainfall, hurricane, flooding, or

ice storm; strikes by laborers at manufacturing mills or plants that PURCHASER is acquiring trees for re-sale and delivery; or strikes by workers engaged in tree harvesting, or strikes by railroad workers; restraint or enjoinder of PURCHASER by SELLER or a governmental agency in its operations of harvesting and removing Designated Timber from the Lands (collectively, "Force Majeure"). Such Force Majeure event shall not include changes in the fuel prices, market for timber or wood products or other economic conditions, or the financial condition of PURCHASER or any of its employees, contractors or subcontractors. No other events shall be considered Force Majeure.

(b) A party delayed by a Force Majeure event shall provide written notice to the other party within five (5) days, and shall include the nature, cause, and anticipated duration of the delay. The party affected by a Force Majeure event will make all reasonable efforts to restart performance as soon as possible. In the event the Force Majeure event continues for more than thirty (30) days following the written notice of same, the other party may terminate this Contract hereunder effective upon the date of the giving of such notice of termination and PURCHASER shall thereafter have no claim or demand whatsoever against SELLER in respect to the unperformed period.

17. **Indemnification.** Except to the extent caused by the negligence of an Indemnitee (as defined below), PURCHASER agrees to defend, indemnify and hold harmless SELLER, its officers, agents and employees (the "Indemnitees") from and against any and all claims, suits, actions, loss, damage, cost, expense (including attorneys' fees), or liability, of every character whatsoever, including but not limited to, any real or personal property damage or personal injury or death, arising out of or relating to (a) the negligent, willful or unauthorized acts of PURCHASER, its employees, contractors or subcontractors, (b) PURCHASER's obligations, or breach thereof, under this Contract, (c) any violations of or noncompliance with any laws, regulations, ordinances or permits; (d) any trespass outside of the Lands; or (e) fire or other hazard caused by PURCHASER, its employees, contractors or subcontractors. PURCHASER shall further indemnify and hold harmless SELLER from and against any lien of mechanics, materialmen, or laborers, arising out of or related to PURCHASER's performance of this Contract under the applicable lien laws of the State of Alabama.

18. **Taxes.** PURCHASER shall pay all severance taxes and all other taxes, licenses, and excises required by law to be paid on account of the timber felling and logging operations hereunder.

19. **Liens.** PURCHASER shall pay or cause to be paid promptly when due all just claims, debts and charges against PURCHASER or its contractors or subcontractors that might become a lien against the Lands and PURCHASER shall not suffer or permit any lien or encumbrance of any kind to be filed against or upon the Lands irrespective of whether the basis of the lien is a claim against PURCHASER or its contractor or subcontractor.

20. **Insurance.** During the Term, PURCHASER, at its own expense shall carry public liability insurance of not less than \$2,000,000.00 for the death or injury of one person, \$500,000.00 for the death or injury of each additional person in the same occurrence and \$500,000.00 for damage to property. Prior to commencement of any operations on the Lands,

and continuously during the Term, PURCHASER shall place on file with SELLER certificates of such insurance acceptable to SELLER. Such certifications shall contain provisions that the coverage afforded will not be cancelled or materially changed until at least 10 days prior written notice has been given to SELLER by insurer. PURCHASER will also maintain insurance that will protect it from claims under workman's compensation laws, disability benefit laws or other similar employer benefit laws.

21. **Independent Contractor.** PURCHASER is acting in the capacity of an independent contractor. The relationship of the parties under this Contract will not constitute a partnership or joint venture. Nothing herein shall be construed to create the relationship of employer and employee or principal and agent. PURCHASER will have no right, power or authority to act for SELLER or to represent or bind SELLER as to any matters. PURCHASER will not attempt to enter into any agreements, commitments, or incur any debt or liability of any nature in the name of or on behalf of SELLER. PURCHASER shall be solely responsible for the selection and supervision of its employees and the compensation, benefits, contributions and taxes, if any, of itself, its employees, contractors and subcontractors. PURCHASER agrees to furnish at its own expense all machinery, tools and equipment. PURCHASER agrees that it is solely responsible for all harvesting and delivery operations and reserves the right to conduct such operations in any manner it deems expedient. SELLER has no right or control over the hours PURCHASER works or the method or means by which PURCHASER accomplishes the work to be performed hereunder.

22. **Notice.** Any notice, request, demand, statement, approval or other communication under this Contract shall be in writing and shall be effective when actually delivered by hand delivery or email transmission or two (2) business days after being deposited in the United States mails, certified, return receipt requested. If directed to the other party to this Contract, such a notice shall be addressed to the addresses (and, in the case of an email transmission, the email addresses) set forth below, or to such other address (or email address) as one party may indicate by written notice to the other party:

For SELLER:                   The City of Daphne  
                                  Attn: Dane Haygood, Mayor  
                                  P.O. Box 400  
                                  Daphne, AL 36526

Copy to:                   Southeastern Natural Resources, Inc.  
                                  Attn: Art Dyas  
                                  P.O. Box 650  
                                  Montrose, Alabama 36559  
                                  Email: [adyas@msn.com](mailto:adyas@msn.com)

For PURCHASER:           Mobile Forest Products, Inc.  
                                  Attn: Robert Zukley  
                                  1820 Hand Ave.  
                                  Whistler, Alabama 36612  
                                  Email: [rzukley@mobileforest.net](mailto:rzukley@mobileforest.net)



In the absence of a written acknowledgment of receipt by the recipient, all notices given by email transmission shall also be given by mail or personal delivery as provided.

23. **Dispute Resolution.**

(a) Except as otherwise provided herein, the parties will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Contract promptly by negotiation between designated representatives of the respective parties with authority to agree to a resolution. Either party may give the other party written notice invoking this dispute resolution section ("Notice of Dispute"). The representatives shall meet at a mutually acceptable time and place within twenty (20) days of the date of delivery of the Notice of Dispute, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(b) If the dispute has not been resolved within thirty (30) days of the initial meeting of the representatives (which may be extended by mutual written agreement), or if either party will not participate in such procedure, then either party may by written notice (the "Arbitration Notice") require that the dispute be resolved by binding arbitration. Any matter to be resolved by arbitration shall be resolved by a single arbitrator to be appointed for that purpose as follows:

(i) Within ten (10) days after delivery of the Arbitration Notice by either party to the other, the parties shall agree on an arbitrator.

(ii) If the parties fail to agree on an arbitrator within the time specified, the arbitrator shall be promptly appointed upon application of either party to the Arbitration Committee of the American Arbitration Association office in or for the city and state specified in subsection (iii) of this Section 23(b). The party making such application shall give the other party to this Contract written notice of the application.

(iii) The arbitrator shall proceed with due dispatch to define the problem, accept evidence, and reach a resolution. The proceedings shall be conducted in accordance with laws of the State of Alabama, and the American Arbitration Association Commercial Arbitration Rules, and each party shall be entitled to discovery to the same extent permitted under the Federal Rules of Civil Procedure. The arbitration proceeding(s) shall be held in Mobile, Alabama, or such other place as the parties may agree. The arbitrator, in issuing the award, shall be limited to accepting the position of either PURCHASER or SELLER only (straight choice/pendulum) and may not, pursuant to the terms of this Contract, issue any award which may be viewed as a compromise of or settlement between the positions set forth by each of the parties to the arbitration proceedings. The decision of the arbitrator shall be binding, final, and conclusive on the parties to this Contract. The award shall be in writing and delivered to the parties, and shall be in such form that a petition may be filed to confirm the award in any court or public records wherein a judgment may be sought to be enforced.

(iv) The expense of any arbitration shall be borne as the arbitrator may direct, in the arbitrator's judgment giving due weight in allocating expenses to the merit or lack thereof, in the claims and/or defenses presented.

(v) The arbitrator shall have no power to change any of the provisions of this Contract in any respect, nor shall (s)he have the power to make an award of reformation. The arbitrator is not empowered to award damages in excess of actual damage incurred. In no event shall any award include punitive, incidental or consequential damages, unless otherwise specifically contemplated in this Contract.

(c) The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Contract; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Section. All applicable statutes of limitation shall be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling.

24. **Recordation.** The parties agree that this Timber Contract shall NOT be recorded in the public records; however, the parties agree that if requested by either party a memorandum notice of this Contract shall be prepared by the requesting party, executed by SELLER and recorded.

25. **General Terms.**

(a) **Assignment.** Neither this Contract, nor any rights or obligations hereunder, shall be assigned by PURCHASER without the express written consent of SELLER, which consent may be granted or withheld in SELLER's reasonable discretion. This Contract shall inure to the benefit of and bind all permitted successors and assigns of the parties hereto.

(b) **Governing Law.** The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the State of Alabama.

(c) **Severability.** Each Section, clause, paragraph and provision of this Contract is entirely independent and severable from every other Section, clause, paragraph and provision. If any arbitrator, judicial authority or state or federal regulatory agency or authority determines that any portion of this Contract is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Contract which will remain and continue in full force and effect. In all other respects, all provisions of this Contract will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

(d) **Counterparts.** This Contract may be executed in any number of counterparts or by facsimile copies, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Contract by signing any such counterpart.

(e) **Complete Contract.** This Contract, including all exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior

communications of every kind between the parties. In the event of inconsistencies between this Contract and any exhibits, the terms and conditions of this Contract shall prevail. This Contract may not be modified except by a written amendment to this Contract and signed by both parties. All consents required must be in writing. The headings are for convenience purposes only and shall not be used in the construction or interpretation of this Contract.

[Signatures on following page]

The parties have executed this agreement the day and year first above written.

SELLER:

The City of Daphne

By:   
Name: Dane Hygood  
Its: Mayor

PURCHASER:

Mobile Forest Products, Inc.

By:   
Name: Hunter A. Smith  
Its: Timber Buyer

Exhibit "A"  
Lands

TOWNSHIP 5 SOUTH, RANGE 2 EAST

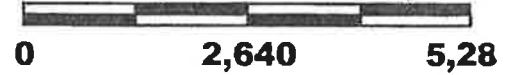
Portion of Sections 7 & 8 (see plat)

# TWP.5S-RNG.2E - NORTHWEST

BALDWIN COUNTY, ALABAMA (LOCATOR 43)

Scale 1:27,000

1 Inch = 2,250 US Survey Feet



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**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2016-81**

**Ordinance to Rezone Property Located at the  
Southwest Intersection of County Road 13 and U.S. Highway 90  
John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and  
Sean Coley**

**WHEREAS**, John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley, as the owners of certain real property located within the City of Daphne, Alabama, has requested that said property be rezoned from R-3, High Density Single Family Residential District to B-3, Professional Business, B-2, General Business District, B-2(A) General Business Alternate District, R-7(T), Townhouse District and R-7(A), Apartment District; and GC, Golf Course District, and,

**WHEREAS**, said real property is located at the southwest intersection of County Road 13 and U.S. Highway 90, and more particularly described as follows:

**LEGAL DESCRIPTION**

B-2  
23.766 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 46" E 1288.63 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 88° 51' 57" W 970.56 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 830.64 FEET TO THE SOUTHWEST CORNER OF LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 89° 03' 35" E 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 00° 56' 25" W 275.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 408.82 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN S 86° 04' 10" E 141.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN N 89° 51' 40" E 251.53 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 74.70 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 376.61 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 35.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 248.04 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 355.92 FEET TO THE POINT OF BEGINNING. CONTAINING 1,035,240 SQUARE FEET OR 23.766 ACRES.

B-2(A)  
11.450 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 696.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN WEST 118.28 FEET TO A POINT; THENCE RUN NORTH 57.00 FEET TO A POINT; THENCE RUN WEST 625.03 FEET TO A POINT; THENCE RUN N 57° 27' 07" W 194.69 FEET TO A POINT; THENCE RUN WEST 47.26 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 411.20 FEET TO A POINT; THENCE RUN N 88° 51' 57" E 970.56 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 592.12 FEET TO THE POINT OF BEGINNING. CONTAINING 498,765 SQUARE FEET OR 11.450 ACRES.

GC  
4.505 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN S 78° 24' 27" W 97.53 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 86° 01' 00" W 200.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 51° 16' 19" W 62.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 77° 33' 46" W 85.85 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 59° 49' 13" W 214.24 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN N 80° 21' 35" W 67.48 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN N 89° 12' 53" W 95.79 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN N 40° 04' 33" W 174.71 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 24, RUN N 52° 20' 16" W 79.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 24, RUN N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 59° 26' 56" E 263.07 FEET TO A POINT; THENCE RUN S 46° 03' 05" E 70.97 FEET TO A POINT; THENCE RUN S 77° 18' 18" E 70.14 FEET TO A POINT; THENCE RUN N 77° 47' 48" E 712.30 FEET TO A POINT; THENCE RUN N 88° 52' 11" E 213.98 FEET TO A POINT; THENCE RUN S 72° 21' 01" E 112.59 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 82.04 FEET TO THE POINT OF BEGINNING. CONTAINING 196,237 SQUARE FEET OR 4.505 ACRES.

B-3  
0.411 AC

BEGINNING AT THE NORTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 65.15 FEET TO THE NORTHWEST CORNER OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN S 00° 56' 25" E 275.00 FEET TO THE



SOUTHWEST CORNER OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE RUN S 89° 03' 35" W 64.99 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED OAK CREEK SUBDIVISION, AMENDED; THENCE ALONG SAID EAST BOUNDARY OF OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING 17,897 SQUARE FEET OR 0.411 ACRE.

R-7(T)  
12.131 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 698.50 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 58' 25" W 1234.80 FEET TO A POINT; THENCE RUN N 89° 03' 35" E AND ALONG THE SOUTH BOUNDARY OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 424.99 FEET TO A POINT; THENCE RUN S 01° 08' 03" E 1241.84 FEET TO A POINT; THENCE RUN WEST 428.53 FEET TO THE POINT OF BEGINNING. CONTAINING 528,420 SQUARE FEET OR 12.131 ACRES.

R-7(A)  
23.075 AC

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 698.50 FEET TO A POINT; THENCE RUN EAST 475.79 FEET TO A POINT; THENCE RUN S 57° 27' 07" E 194.69 FEET TO A POINT; THENCE RUN EAST 625.03 FEET TO A POINT; THENCE RUN SOUTH 57.00

FEET TO A POINT; THENCE RUN EAST 118.28 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 614.44 FEET TO A POINT; THENCE RUN N 72° 21' 01" W 112.59 FEET TO A POINT; THENCE RUN S 88° 52' 11" W 213.98 FEET TO A POINT; THENCE RUN S 77° 47' 48" W 712.30 FEET TO A POINT; THENCE RUN N 77° 18' 18" W 70.14 FEET TO A POINT; THENCE RUN N 46° 03' 05" W 70.97 FEET TO A POINT; THENCE RUN N 59° 26' 56" W 263.07 FEET TO THE POINT OF BEGINNING. CONTAINING 1,005,180 SQUARE FEET OR 23.075 ACRES.

**WHEREAS**, at the City of Daphne Planning Commission meeting on October 27, 2016 the Commission considered said request and in a 6 to 1 vote set forth an unfavorable recommendation regarding the rezoning of 0.411 acres from R-3 to B-3, Professional Business.

**WHEREAS**, at the City of Daphne Planning Commission meeting on October 27, 2016 the Commission considered said request and set forth a unanimous favorable recommendation to the City Council of the City of Daphne that said property be rezoned B-2, General Business, and B-2(A), General Business Alternate and GC, Golf Course, respectively; and,

**WHEREAS**, at the regular Planning Commission meeting on October 27, 2016, the Commission considered said request and in a 6 to 1 vote set forth a favorable recommendation to rezone 12.06 acres R-7(T), Townhouse District, with a condition that there shall be a minimum seventy foot (70-ft) wide building setback along the west boundary of said R-7(T) District; and,

**WHEREAS**, at the regular Planning Commission meeting on October 27, 2016, the Commission also considered said request and in a 6 to 1 vote set forth a favorable recommendation to rezone 24.95 acres R-7(A), Apartment District, with a condition that there shall be a minimum of one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District; and,

**WHEREAS**, due notice of said proposed rezoning has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public hearing was held before the City Council on December 19, 2016; and,

**WHEREAS**, the City Council of the City of Daphne after due consideration and upon consideration of the recommendation of the Planning Commission, and the public hearing deemed that said application for rezoning of the above described real property is proper and in the best interest of the health, safety and welfare of the citizens of the City of Daphne, Alabama.

**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 rezoned from R-3, High Density Single Family Residential District to B-2, General Business District, B-2(A) General Business Alternate District, and GC, Golf Course District and that the zoning ordinance and zoning map be amended to reflect the said zoning change; and,

That above described real property is hereby rezoned from R-3, High Density Single

Family Residential District to R-7(T), Townhouse District with a minimum seventy foot (70-ft) wide building setback along the west boundary of the R-7(T) District; and that the zoning ordinance and zoning map be amended to reflect the said zoning change; and,

That above described real property is hereby rezoned from R-3, High Density Single Family Residential District to R-7(A), Apartment District with a condition that there shall be a minimum one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change; and,

That above described real property is not hereby rezoned from R-3, High Density Single Family Residential District to B-3, Professional District. Said request to rezone 0.41 acres to B-3 is hereby denied and shall remain zoned R-3, High Density Single Family Residential.

### **SECTION III: 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 IV: 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 V: EFFECTIVE DATE.**

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

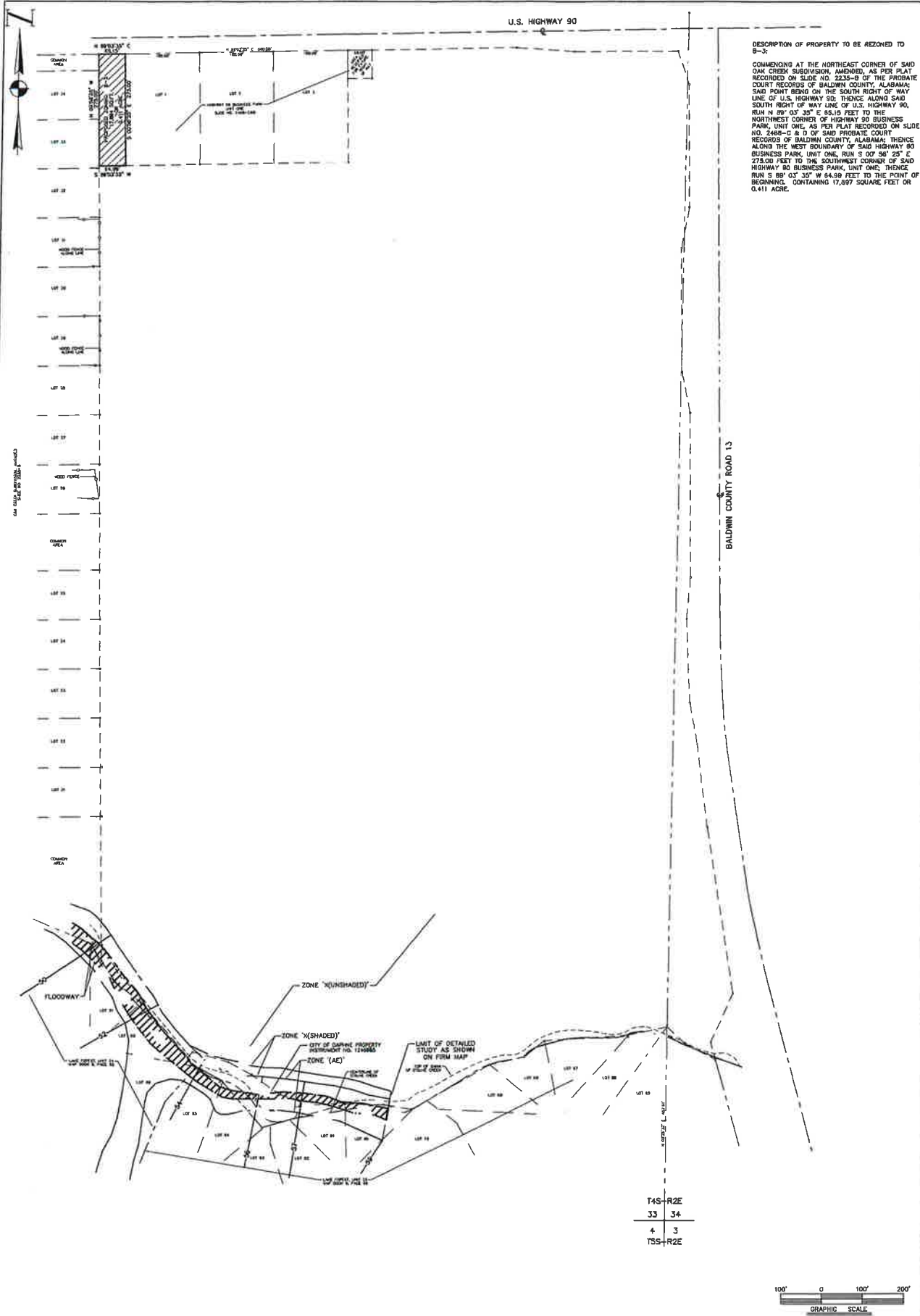
**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

**Dane Haygood,  
Mayor**

**ATTEST:  
Rebecca A. Hayes, City Clerk**

DESCRIPTION OF PROPERTY TO BE REZONED TO B-3:

BEGINNING AT THE NORTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 65.15 FEET TO THE NORTHWEST CORNER OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN S 00° 56' 25" E 275.00 FEET TO THE SOUTHWEST CORNER OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE RUN S 89° 03' 35" W 64.99 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED OAK CREEK SUBDIVISION, AMENDED; THENCE ALONG SAID EAST BOUNDARY OF OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING 17,897 SQUARE FEET OR 0.411 ACRE.



DESCRIPTION OF PROPERTY TO BE REZONED TO B-3:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID OAK CREEK SUBDIVISION, IMPROVED, AS PER PLAT RECORDED ON SLIDE NO. 2238-B OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 85.15 FEET TO THE NORTHEAST CORNER OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2488-C & D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN S 07° 54' 25" E 275.00 FEET TO THE SOUTHWEST CORNER OF SAID HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE, RUN S 89° 03' 35" W 84.39 FEET TO THE POINT OF BEGINNING, CONTAINING 17,897 SQUARE FEET OR 0.411 ACRE.

T4S-R2E  
 33 34  
 4 3  
 T5S-R2E



| REVISION | DATE | BY | DESCRIPTION |
|----------|------|----|-------------|
|          |      |    |             |
|          |      |    |             |
|          |      |    |             |

**McCrory Williams**  
 INCORPORATED  
 Engineers Surveyors

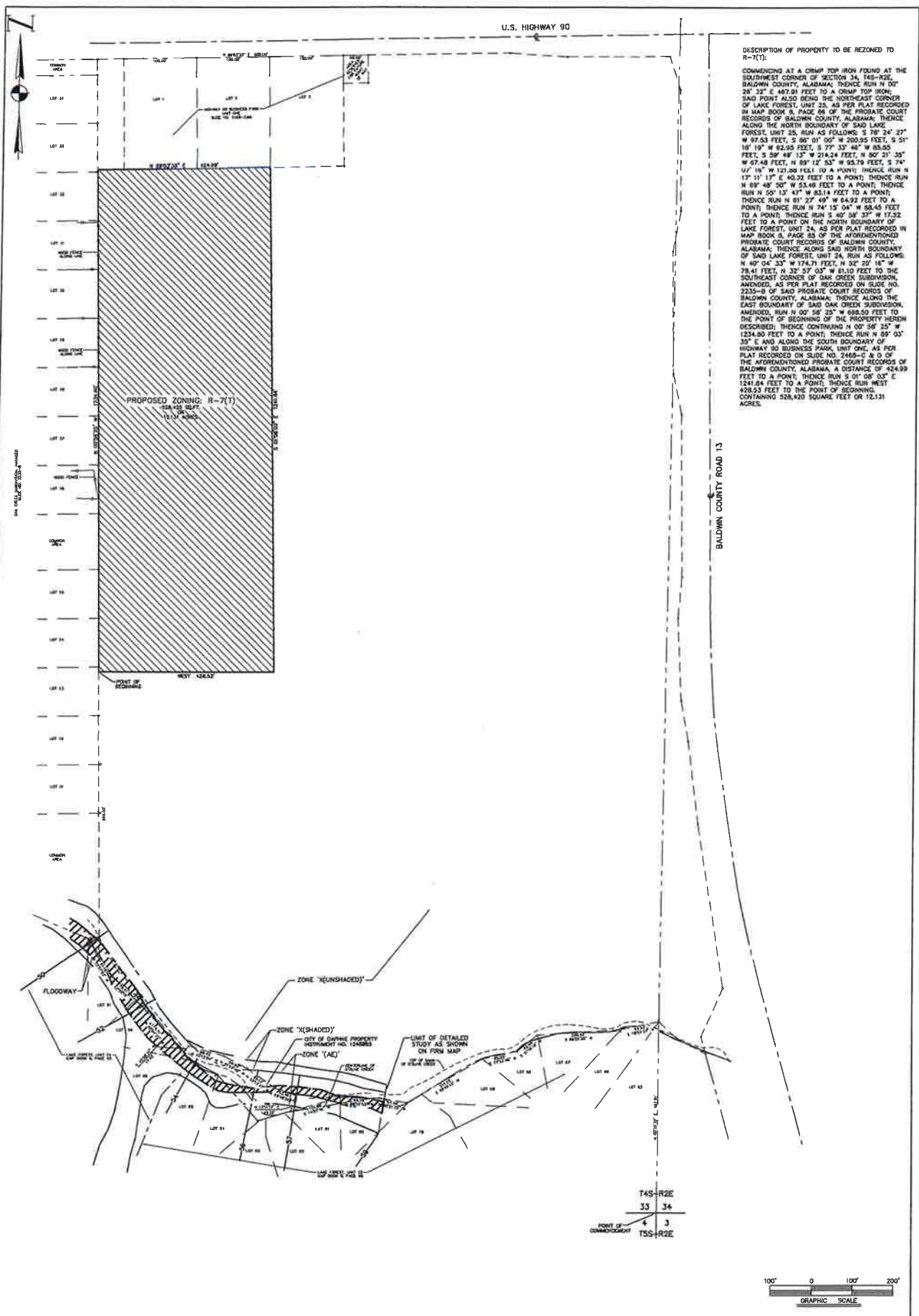
2207 INTERNATIONAL DR., SUITE 0  
 MOBILE, ALABAMA 36608  
 PHONE: (251) 476-4720  
 FAX: (251) 476-4721  
 EMAIL: mcf@mcwinc.com

|                                                                                                |                    |                         |                |
|------------------------------------------------------------------------------------------------|--------------------|-------------------------|----------------|
| SKETCH OF PROPERTY TO BE REZONED TO B-3 AT THE SOUTHWEST CORNER OF HIGHWAY 90 & COUNTY ROAD 13 |                    |                         |                |
| SECTIONS 33 & 34, T4S-R2E, MOBILE COUNTY, ALABAMA                                              |                    |                         |                |
| SCALE: 1"=100'                                                                                 | DATE: Nov. 5, 2018 | DRAWN BY: LMD           | APPROVED: M.M. |
| SHEET 1 OF 1                                                                                   |                    | 05-12-08-13-0-00-018-01 |                |

B-3 rezoned 142

DESCRIPTION OF PROPERTY TO BE REZONED TO R-7(T):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 698.50 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 58' 25" W 1234.80 FEET TO A POINT; THENCE RUN N 89° 03' 35" E AND ALONG THE SOUTH BOUNDARY OF HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 424.99 FEET TO A POINT; THENCE RUN S 01° 08' 03" E 1241.84 FEET TO A POINT; THENCE RUN WEST 428.53 FEET TO THE POINT OF BEGINNING. CONTAINING 528,420 SQUARE FEET OR 12.131 ACRES.



|                                                                                                                                                                |  |                                                                                                                                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------|--|
| <b>McCrory Williams</b><br>INCORPORATED<br>Engineers Surveyors                                                                                                 |  | 3207 INTERNATIONAL DR., SUITE G<br>MOBILE, ALABAMA 36608<br>PHONE: (251) 478-4720<br>FAX: (251) 478-4721<br>EMAIL: m@mcwinc.com |  |
| SKETCH OF PROPERTY TO BE<br>PREZONED TO R-7(T) AT THE SOUTHWEST CORNER<br>OF HIGHWAY 90 & COUNTY ROAD 13<br>SECTIONS 33 & 34, T4S-R2E, BALDWIN COUNTY, ALABAMA |  | SCALE: 1"=100' DATE: Nov. 1, 2018 DRAWN BY: LMD APPROVED: MAM SHEET 1 OF 1                                                      |  |

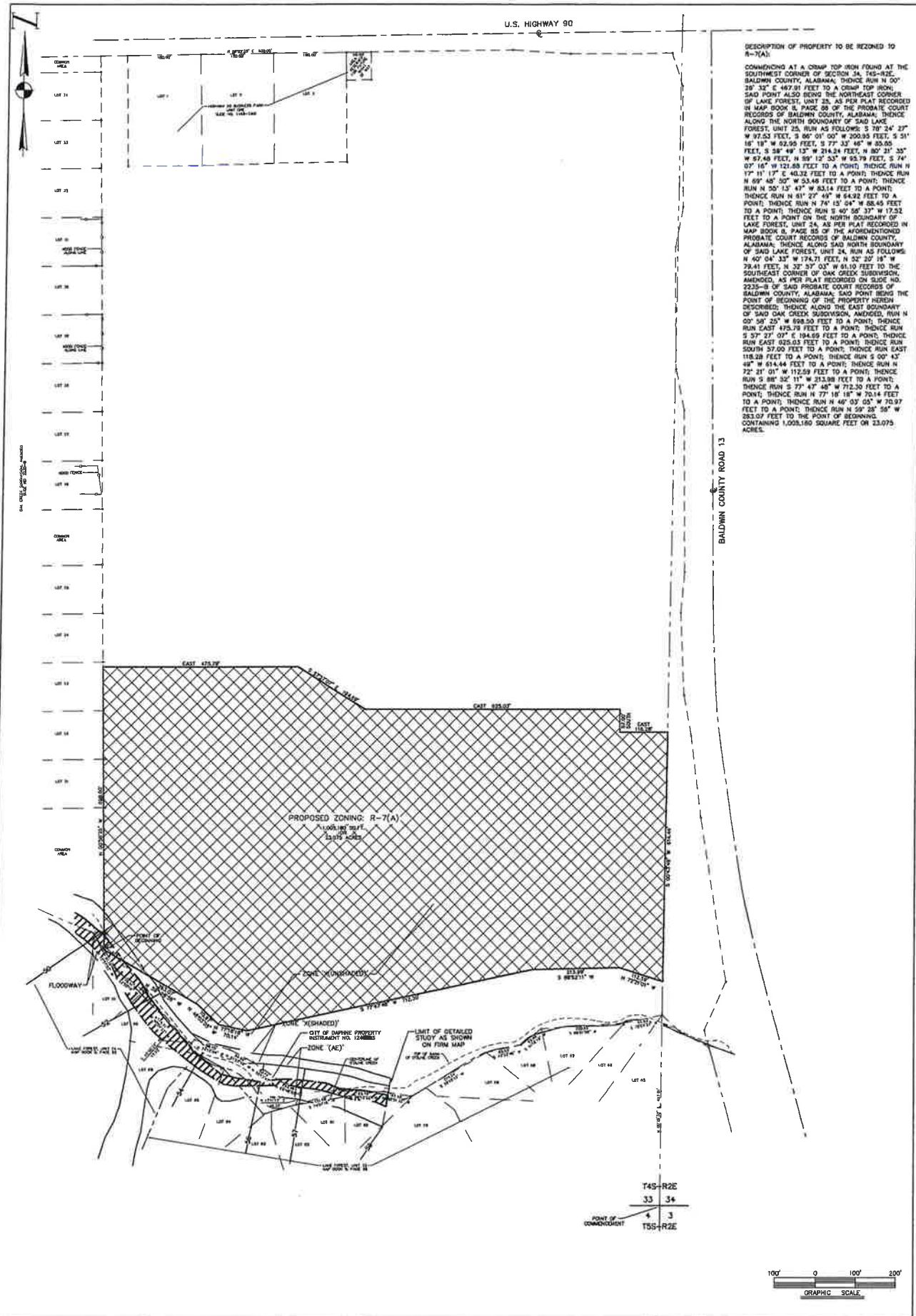
R-7(T) rezoned  
144



DESCRIPTION OF PROPERTY TO BE REZONED TO R-7(A) :

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 86° 01' 00" W 200.95 FEET, S 51° 16' 19" W 62.95 FEET, S 77° 33' 46" W 85.85 FEET, S 59° 49' 13" W 214.24 FEET, N 80° 21' 35" W 67.48 FEET, N 89° 12' 53" W 95.79 FEET, S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 16" W 79.41 FEET, N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 698.50 FEET TO A POINT; THENCE RUN EAST 475.79 FEET TO A POINT; THENCE RUN S 57° 27' 07" E 194.69 FEET TO A POINT; THENCE RUN EAST 625.03 FEET TO A POINT; THENCE RUN SOUTH 57.00 FEET TO A POINT; THENCE RUN EAST 118.28 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 614.44 FEET TO A POINT; THENCE RUN N 72° 21' 01" W 112.59 FEET TO A POINT; THENCE RUN S 88° 52' 11" W 213.98 FEET TO A POINT; THENCE RUN S 77° 47' 48" W 712.30 FEET TO A POINT; THENCE RUN N 77° 18' 18" W 70.14 FEET TO A POINT; THENCE RUN N 46° 03' 05" W 70.97 FEET TO A POINT; THENCE RUN N 59° 26' 56" W 263.07 FEET TO THE POINT OF BEGINNING. CONTAINING 1,005,180 SQUARE FEET OR 23.075 ACRES.





DESCRIPTION OF PROPERTY TO BE REZONED TO R-7(A):

COMMENCING AT A CRAMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA, THENCE RUN N 20° 32' 32" E 467.91 FEET TO A CRAMP TOP IRON, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 88 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN AS FOLLOWS: S 78° 24' 27" W 97.53 FEET, S 80° 01' 00" W 200.35 FEET, S 51° 18' 18" W 52.55 FEET, S 77° 33' 48" W 55.05 FEET, S 58° 48' 13" W 214.24 FEET, N 80° 21' 33" W 97.48 FEET, N 80° 12' 33" W 55.78 FEET, S 74° 07' 16" W 121.89 FEET TO A POINT, THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT, THENCE RUN N 69° 48' 50" W 53.45 FEET TO A POINT, THENCE RUN N 55° 13' 43" W 83.14 FEET TO A POINT, THENCE RUN N 61° 27' 49" W 64.32 FEET TO A POINT, THENCE RUN N 74° 15' 54" W 58.45 FEET TO A POINT, THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN AS FOLLOWS: N 40° 04' 33" W 174.71 FEET, N 52° 20' 18" W 78.41 FEET, N 22° 37' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, THENCE ALONG THE EAST BOUNDARY OF SAID OAK CREEK SUBDIVISION, AMENDED, RUN N 00° 58' 25" W 508.50 FEET TO A POINT, THENCE RUN EAST 455.19 FEET TO A POINT, THENCE RUN S 57° 27' 02" E 194.69 FEET TO A POINT, THENCE RUN EAST 825.53 FEET TO A POINT, THENCE RUN SOUTH 37.00 FEET TO A POINT, THENCE RUN EAST 115.28 FEET TO A POINT, THENCE RUN S 00° 43' 48" W 614.44 FEET TO A POINT, THENCE RUN N 72° 21' 01" W 112.59 FEET TO A POINT, THENCE RUN S 88° 52' 11" W 213.98 FEET TO A POINT, THENCE RUN S 77° 47' 48" W 712.50 FEET TO A POINT, THENCE RUN N 77° 18' 18" W 70.14 FEET TO A POINT, THENCE RUN N 40° 03' 03" W 70.97 FEET TO A POINT, THENCE RUN N 59° 28' 54" W 283.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1,008.160 SQUARE FEET OR 23.075 ACRES.

**McCrory Williams**  
INCORPORATED  
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SKETCH OF PROPERTY TO BE  
REZONED TO R-7(A) AT THE SOUTHWEST CORNER  
OF HIGHWAY 90 & COUNTY ROAD 13

SECTIONS 33 & 34, T4S-R2E, BALDWIN COUNTY, ALABAMA

SCALE: 1"=100' DATE: 1/1/2018 DRAWN BY: LMD APPROVED: MWM SHEET 1 OF 1

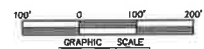
R-7(A) rezoned  
146

DESCRIPTION OF PROPERTY TO BE REZONED TO B-2:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 46" E 1288.63 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 88° 51' 57" W 970.56 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 830.64 FEET TO THE SOUTHWEST CORNER OF LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, AS PER PLAT RECORDED ON SLIDE NO. 2468-C & D OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 89° 03' 35" E 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 3, HIGHWAY 90 BUSINESS PARK, UNIT ONE, RUN N 00° 56' 25" W 275.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90, RUN N 89° 03' 35" E 408.82 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN S 86° 04' 10" E 141.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 90 (AS WIDENED), RUN N 89° 51' 40" E 251.53 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 74.70 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 376.61 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 35.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 248.04 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 355.92 FEET TO THE POINT OF BEGINNING. CONTAINING 1,035,240 SQUARE FEET OR 23.766 ACRES.

[illegible]

|         |    |
|---------|----|
| T4S-R2E |    |
| 33      | 34 |
| 6       | 3  |
| T5S-R2E |    |



MOBILE, ALABAMA  
36606  
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SKETCH OF PROPERTY TO BE  
REZONED TO B-2 AT THE SOUTHWEST CORNER  
OF HIGHWAY 90 & COUNTY ROAD 13

SECTIONS 33 & 34, T4S-R2E, MOBILE COUNTY, ALABAMA

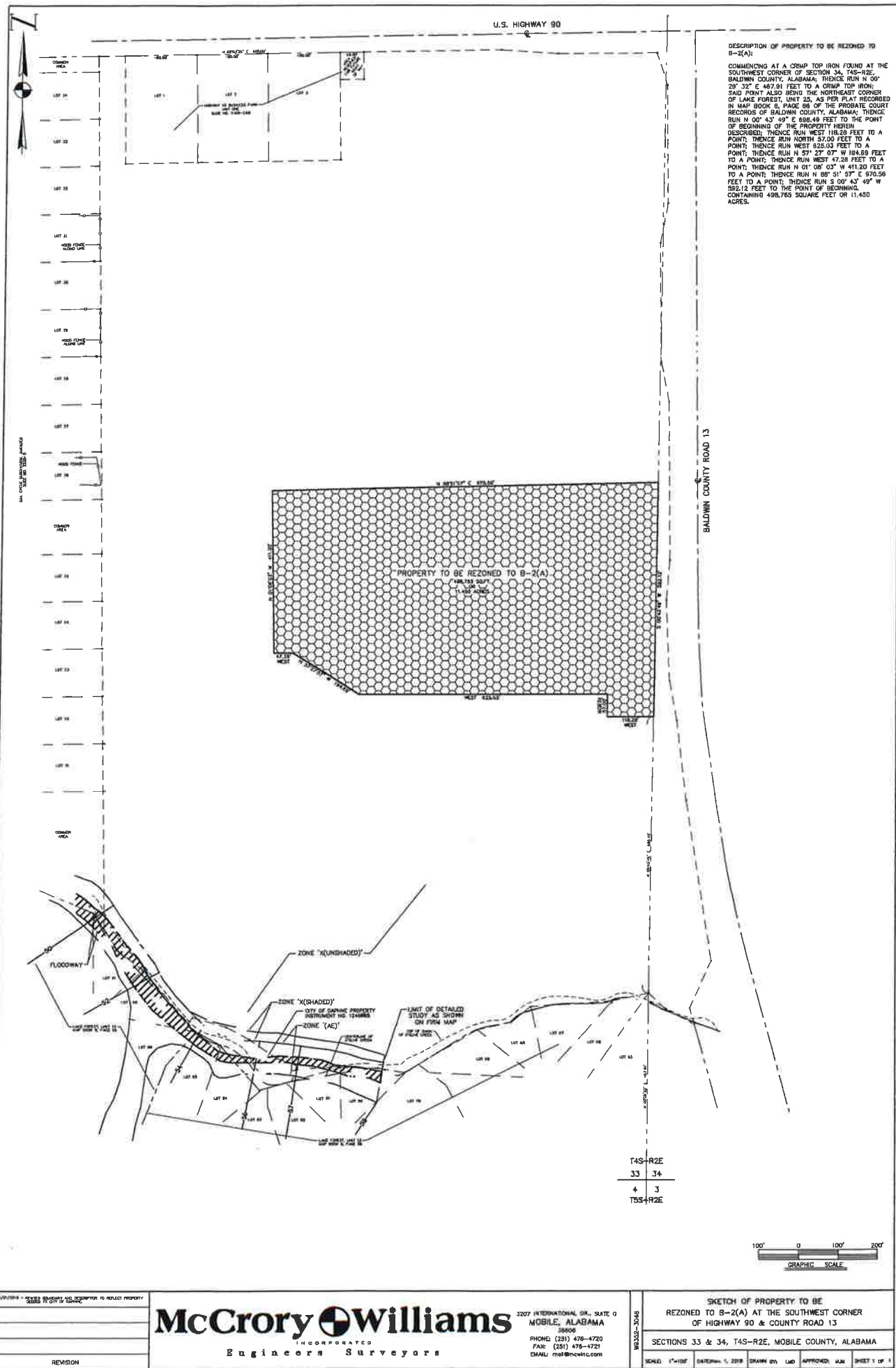
|                |                    |               |               |              |
|----------------|--------------------|---------------|---------------|--------------|
| SCALE: 1"=100' | DATE: Nov. 1, 2018 | DRAWN BY: UMD | APPROVED: MUM | SHEET 1 OF 1 |
|----------------|--------------------|---------------|---------------|--------------|

B-2 rework map 148

DESCRIPTION OF PROPERTY TO BE REZONED TO B-2(A):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 696.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN WEST 118.28 FEET TO A POINT; THENCE RUN NORTH 57.00 FEET TO A POINT; THENCE RUN WEST 625.03 FEET TO A POINT; THENCE RUN N 57° 27' 07" W 194.69 FEET TO A POINT; THENCE RUN WEST 47.26 FEET TO A POINT; THENCE RUN N 01° 08' 03" W 411.20 FEET TO A POINT; THENCE RUN N 88° 51' 57" E 970.56 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 592.12 FEET TO THE POINT OF BEGINNING. CONTAINING 498,765 SQUARE FEET OR 11.450 ACRES.

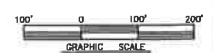




DESCRIPTION OF PROPERTY TO BE REZONED TO B-2(A):

COMMENCING AT A CRUMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 29' 32" E 492.91 FEET TO A CRUMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 22, AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 606.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN WEST 118.28 FEET TO A POINT; THENCE RUN NORTH 57.00 FEET TO A POINT; THENCE RUN WEST 825.03 FEET TO A POINT; THENCE RUN N 57° 27' 07" W 118.89 FEET TO A POINT; THENCE RUN WEST 47.28 FEET TO A POINT; THENCE RUN N 01° 06' 03" W 411.20 FEET TO A POINT; THENCE RUN N 88° 51' 57" E 576.56 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 552.12 FEET TO THE POINT OF BEGINNING. CONTAINING 498,765 SQUARE FEET OR 11.450 ACRES.

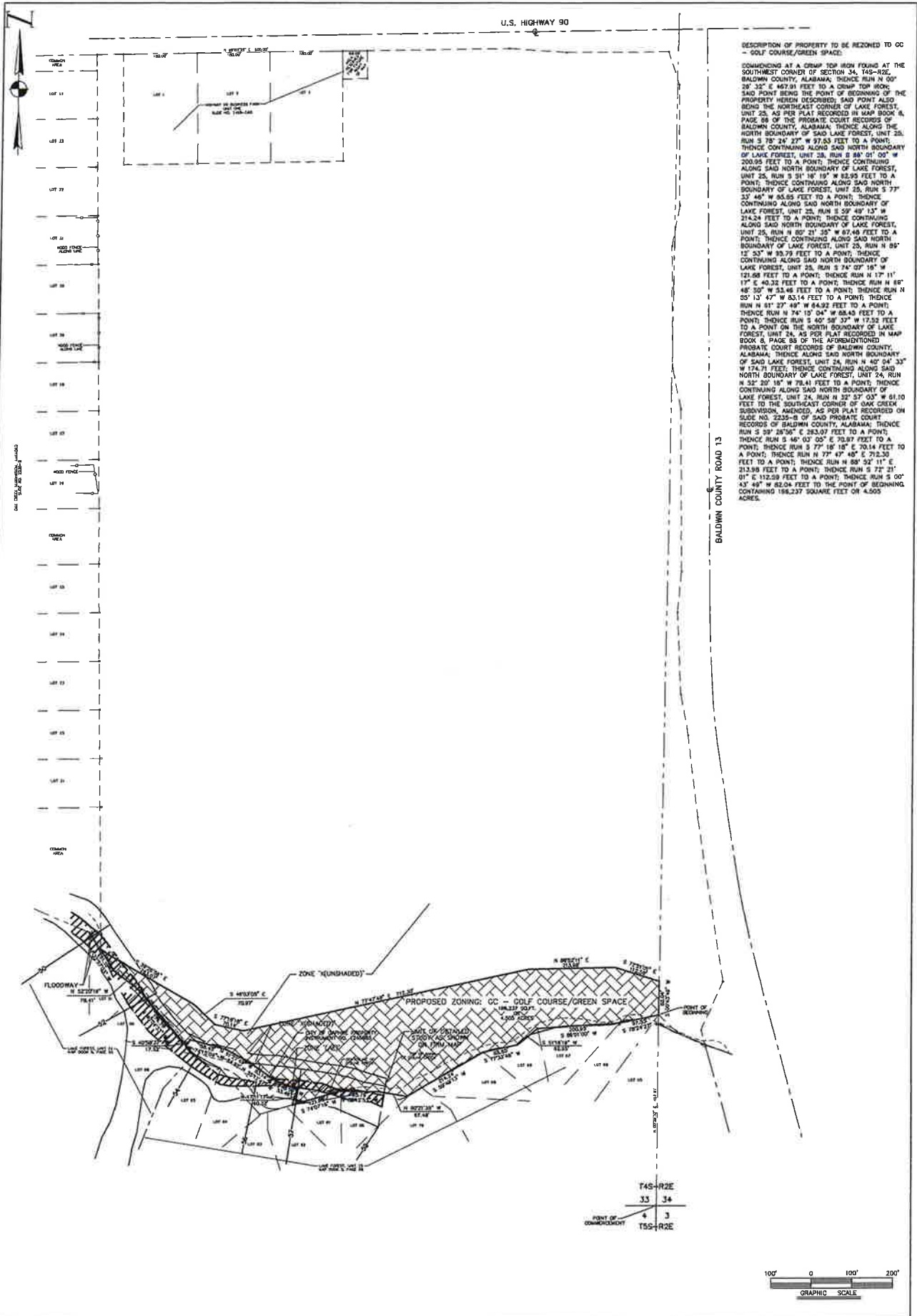
T4S-R2E  
33 34  
4 3  
T5S-R2E



DESCRIPTION OF PROPERTY TO BE REZONED TO GC - GOLF COURSE/GREEN SPACE:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 25, RUN S 78° 24' 27" W 97.53 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 86° 01' 00" W 200.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 51° 16' 19" W 62.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 77° 33' 46" W 85.85 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 59° 49' 13" W 214.24 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN N 80° 21' 35" W 67.48 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN N 89° 12' 53" W 95.79 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 25, RUN S 74° 07' 16" W 121.88 FEET TO A POINT; THENCE RUN N 17° 11' 17" E 40.32 FEET TO A POINT; THENCE RUN N 69° 48' 50" W 53.46 FEET TO A POINT; THENCE RUN N 55° 13' 47" W 83.14 FEET TO A POINT; THENCE RUN N 61° 27' 49" W 64.92 FEET TO A POINT; THENCE RUN N 74° 15' 04" W 88.45 FEET TO A POINT; THENCE RUN S 40° 58' 37" W 17.52 FEET TO A POINT ON THE NORTH BOUNDARY OF LAKE FOREST, UNIT 24, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 85 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF SAID LAKE FOREST, UNIT 24, RUN N 40° 04' 33" W 174.71 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 24, RUN N 52° 20' 16" W 79.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LAKE FOREST, UNIT 24, RUN N 32° 57' 03" W 61.10 FEET TO THE SOUTHEAST CORNER OF OAK CREEK SUBDIVISION, AMENDED, AS PER PLAT RECORDED ON SLIDE NO. 2235-B OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 59° 26' 56" E 263.07 FEET TO A POINT; THENCE RUN S 46° 03' 05" E 70.97 FEET TO A POINT; THENCE RUN S 77° 18' 18" E 70.14 FEET TO A POINT; THENCE RUN N 77° 47' 48" E 712.30 FEET TO A POINT; THENCE RUN N 88° 52' 11" E 213.98 FEET TO A POINT; THENCE RUN S 72° 21' 01" E 112.59 FEET TO A POINT; THENCE RUN S 00° 43' 49" W 82.04 FEET TO THE POINT OF BEGINNING. CONTAINING 196,237 SQUARE FEET OR 4.505 ACRES.

*GC. rezone legal desc.*



**McCrory Williams**  
Engineers Surveyors

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SKETCH OF PROPERTY TO BE REZONED TO CC - GOLF COURSE/GREEN SPACE AT THE SOUTHWEST CORNER OF HIGHWAY 90 & COUNTY ROAD 13  
SECTIONS 33 & 34, T4S-R2E, MOBILE COUNTY, ALABAMA  
SCALE: 1"=100' DATE: JAN. 1, 2018 DRAWN BY: LMO APPROVED: HAN SHEET 1 OF 1

GC rezoned 152 ap

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2016-82**

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**Ordinance to Pre-zone Property Located at the  
Southwest Intersection of County Road 13 and U.S. Highway 90  
John White-Spunner et al**

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**WHEREAS**, John White-Spunner, Blacksher White-Spunner, Rollins Tindell, Jr., Marl Cummings, and Sean Coley, as the owners of certain real property located within the unincorporated area of Baldwin County, Alabama, have requested that said property that is currently unzoned in Baldwin County, in the extraterritorial planning jurisdiction of the City of Daphne, to be pre-zoned as B-2, General Business District, B-2(A) General Business Alternate District, GC, Golf Course District and R-7(A), Apartment District; prior to annexing into the City of Daphne; and

**WHEREAS**, said real property is at the southwest intersection of County Road 13 and U.S. Highway 90, and more particularly described as follows:

**Legal Description for Pre-zone:**

**B-2  
0.773 AC**

**PARCEL 1:**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 1927.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 376.61 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 12.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 300.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 66.12 FEET TO THE POINT OF BEGINNING. CONTAINING 2680 SQUARE FEET OR 0.062 ACRE.

**PARCEL 2:**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY,

ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF

BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 1288.61 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 355.92 FEET TO A POINT ON THE WEST RIGHT OF WAY



LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 51.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 12° 00' 08" E 101.98 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 203.63 FEET TO A POINT; THENCE RUN S 88° 51' 57" W 28.84 FEET TO THE POINT OF BEGINNING. CONTAINING 6646 SQUARE FEET OR 0.153 ACRE.

**B-2(A)**  
**0.462 AC**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 696.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 592.12 FEET TO A POINT; THENCE RUN N 88° 51' 57" E 28.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 196.37 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 04° 53' 32" W 101.19 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 02° 42' 02" E 204.17 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 33' 06" E 93.10 FEET TO A POINT; THENCE RUN WEST 56.79 FEET TO THE POINT OF BEGINNING. CONTAINING 20,142 SQUARE FEET OR 0.462 ACRE.

**GC**  
**0.253 AC**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 82.04 FEET TO A POINT; THENCE RUN S 72° 21' 01" E 50.97 FEET TO A POINT; THENCE RUN S 47° 57' 44" E 97.71 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 23° 42' 49" W 41.77 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 15° 17' 57" E 43.25 FEET TO A POINT; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN N 62° 28' 04" W 83.31 FEET TO A POINT; THENCE RUN N 46° 48' 28" W 58.87 FEET TO THE POINT OF BEGINNING. CONTAINING 11,015 SQUARE FEET OR 0.253 ACRE.

**R-7(A)**  
**1.597 AC**

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE

86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 82.04 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E, RUN A DISTANCE OF 614.44 FEET TO A POINT; THENCE RUN EAST 56.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 33' 06" E 9.35 FEET TO A POINT; THENCE RUN S 07° 12' 02" E 203.64 FEET TO A POINT; THENCE RUN S 09° 06' 56" E 408.53 FEET TO A POINT; THENCE RUN S 23° 42' 49" W 88.12 FEET TO A POINT; THENCE RUN N 47° 57' 44" W 97.71 FEET TO A POINT; THENCE RUN N 72° 21' 01" W 50.97 FEET TO THE POINT OF BEGINNING. CONTAINING 69,560 SQUARE FEET OR 1.597 ACRES.

**WHEREAS**, at the regular Planning Commission meeting on October 27, 2016, the Commission considered said request and set forth a unanimous favorable recommendation to the City Council to pre-zone the property B-2, General Business and B-2(A), General Business Alternate and GC, Golf Course, respectively ; and,

**WHEREAS**, at the regular Planning Commission meeting on October 27, 2016, the Commission considered said request and set forth a favorable recommendation to pre-zone certain areas of the property R-7(A), Apartment District, with a condition that there shall be a minimum one hundred foot (100-ft) wide building setback along the west boundary of said R-7(A) District.

**WHEREAS**, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public hearing was held before the City Council on December 19, 2016; and,

**WHEREAS**, the City Council of the City of Daphne after due consideration and upon consideration of the notes of the Planning Commission, deemed that said application for pre-zoning of the above described real property is proper and in the best interest of the health, safety and welfare of the citizens of the City of Daphne, Alabama; and

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

## **SECTION I: ZONING**

That above described real property is hereby pre-zoned to B-2, General Business District, B-2(A) General Business Alternate District, GC, Golf Course District, and R-7(A), Apartment District 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 be amended to reflect the said zoning. Should annexation not occur prior to the expiration of this pre-zoning as set forth in Section IV, this pre-zoning shall have no effect and the designation of a zoning district for the property shall be set forth in the annexation ordinance.

Until such time as the property is annexed to 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 "un-zoned".

## **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, and in particular the pre-zoning 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 property, shall become effective upon the date the territory is annexed into the corporate limits. If any portion of the territory is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law then 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 \_\_\_\_\_, 2017.**

\_\_\_\_\_  
**Dane Haygood,**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes,**  
**City Clerk**

DESCRIPTION OF PROPERTY TO BE PRE-ZONED TO R-7(A):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 82.04 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E, RUN A DISTANCE OF 614.44 FEET TO A POINT; THENCE RUN EAST 56.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 33' 06" E 9.35 FEET TO A POINT; THENCE RUN S 07° 12' 02" E 203.64 FEET TO A POINT; THENCE RUN S 09° 06' 56" E 408.53 FEET TO A POINT; THENCE RUN S 23° 42' 49" W 88.12 FEET TO A POINT; THENCE RUN N 47° 57' 44" W 97.71 FEET TO A POINT; THENCE RUN N 72° 21' 01" W 50.97 FEET TO THE POINT OF BEGINNING. CONTAINING 69,560 SQUARE FEET OR 1.597 ACRES.



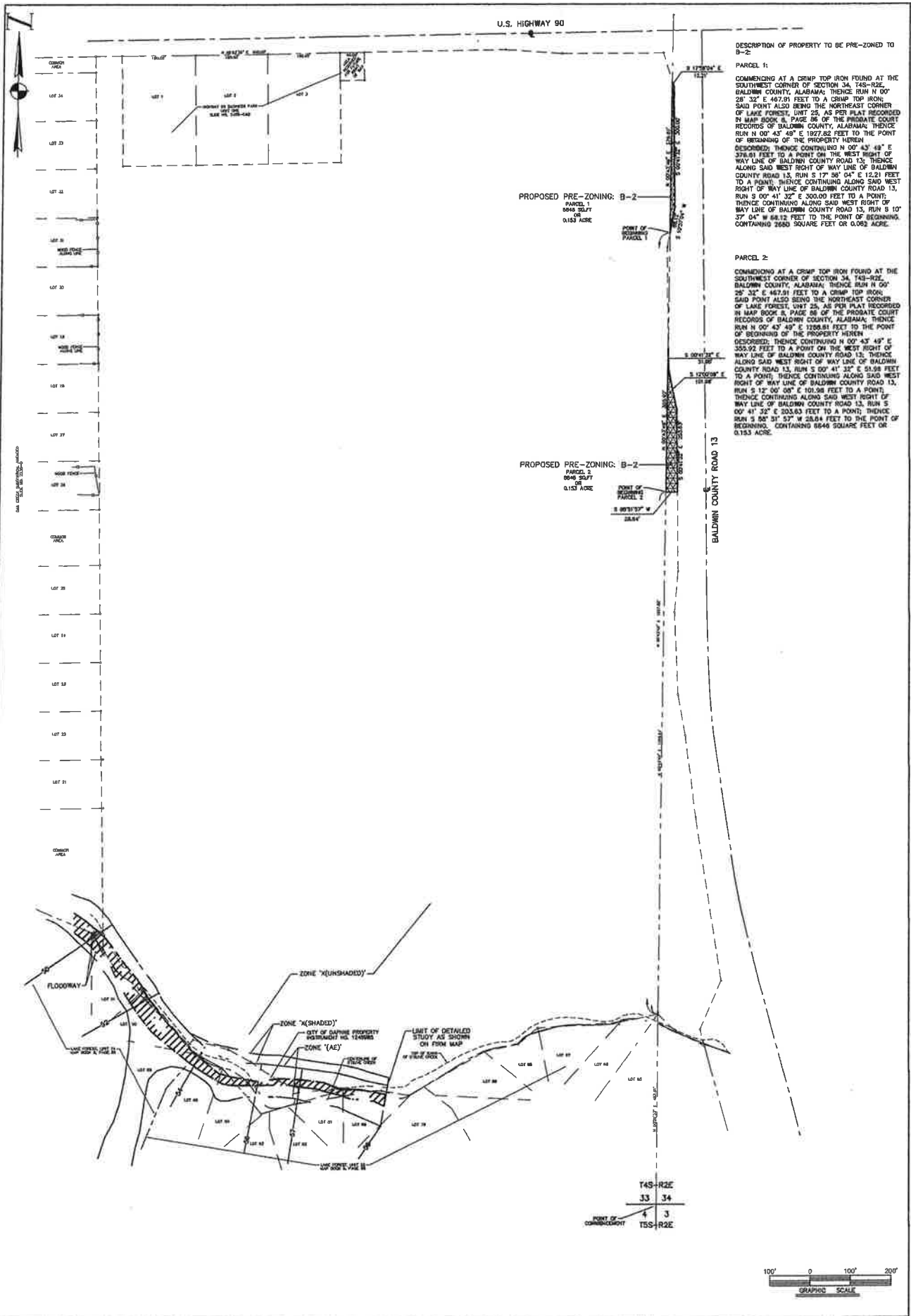
DESCRIPTION OF PROPERTY TO BE PRE-ZONED TO B-2:

PARCEL 1:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 1927.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 376.61 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 17° 56' 04" E 12.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 300.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 37' 04" W 66.12 FEET TO THE POINT OF BEGINNING. CONTAINING 2680 SQUARE FEET OR 0.062 ACRE.

PARCEL 2:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 1288.61 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 355.92 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 51.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 12° 00' 08" E 101.98 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 203.63 FEET TO A POINT; THENCE RUN S 88° 51' 57" W 28.84 FEET TO THE POINT OF BEGINNING. CONTAINING 6646 SQUARE FEET OR 0.153 ACRE.



WARRANTY: THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE SURVEY FOR ANY OTHER PURPOSE.

| REVISION | DATE | BY | DESCRIPTION |
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|          |      |    |             |
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|          |      |    |             |

**McCrory Williams**  
INCORPORATED  
Engineers Surveyors

3007 INTERNATIONAL BL., SUITE 6  
MOBILE, ALABAMA 36608  
PHONE: (251) 478-4720  
FAX: (251) 478-4721  
EMAIL: info@mcwilliams.com

|                                                                                                 |                |                |         |
|-------------------------------------------------------------------------------------------------|----------------|----------------|---------|
| SKETCH OF PROPERTY TO BE PREZONED TO B-2 AT THE SOUTHWEST CORNER OF HIGHWAY 90 & COUNTY ROAD 13 |                |                |         |
| SECTIONS 33 & 34, T4S-R2E, MOBILE COUNTY, ALABAMA                                               |                |                |         |
| SCALE: 1"=100'                                                                                  | DATUM: NAD 83  | DATE: 01/10/10 | BY: LHM |
| APPROVED: LHM                                                                                   | DATE: 01/10/10 | SHEET: 1 OF 1  | 613     |

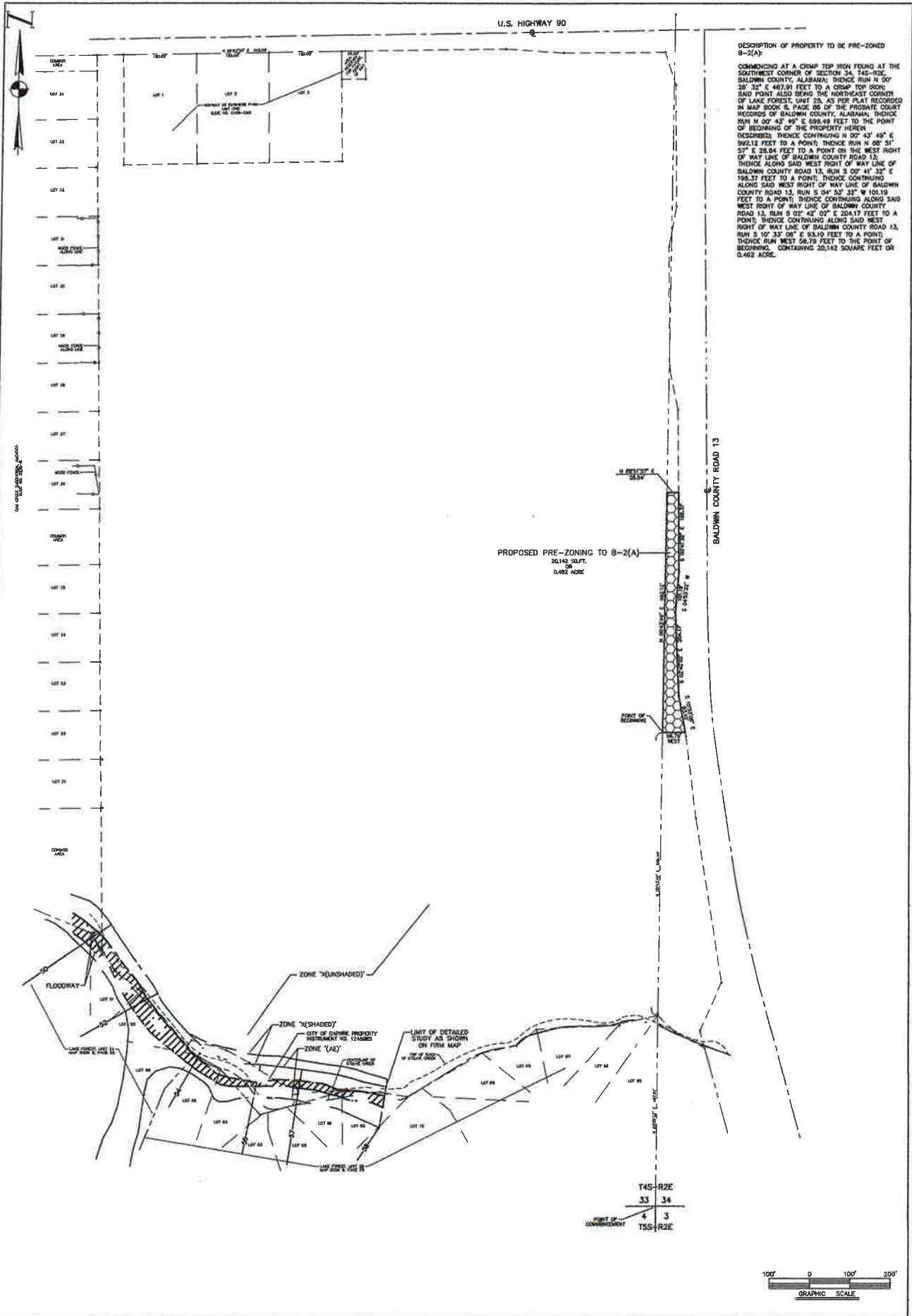
B-2 prezone map



DESCRIPTION OF PROPERTY TO BE PRE-ZONED B-2(A):

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 696.49 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 43' 49" E 592.12 FEET TO A POINT; THENCE RUN N 88° 51' 57" E 28.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 00° 41' 32" E 196.37 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 04° 53' 32" W 101.19 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 02° 42' 02" E 204.17 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 10° 33' 06" E 93.10 FEET TO A POINT; THENCE RUN WEST 56.79 FEET TO THE POINT OF BEGINNING. CONTAINING 20,142 SQUARE FEET OR 0.462 ACRE.

B-2(A) prezone  
legal dept.  
161



|                 |                 |                  |
|-----------------|-----------------|------------------|
| DATE: 10/1/2010 | BY: [Signature] | FOR: [Signature] |
| REVISION        |                 |                  |

**McCrary Williams**  
INCORPORATED  
Engineers Surveyors

3207 INTERNATIONAL DR., SUITE G  
MOBILE, ALABAMA 36608  
PHONE: (251) 478-4720  
FAX: (251) 478-4721  
EMAIL: mcr@mcwlls.com

SKETCH OF PROPERTY TO BE  
PREZONED TO B-2(A) AT THE SOUTHWEST CORNER  
OF HIGHWAY 90 & COUNTY ROAD 13  
SECTIONS 33 & 34, T4S-R2E, MOBILE COUNTY, ALABAMA  
SCALE: 1"=100' DATE: Nov. 1, 2010 DRAWN BY: JMD APPROVED: MAM SHEET 1 OF 1

B-2(A) P162 core map

DESCRIPTION OF PROPERTY TO BE PRE-ZONED TO GC - GOLF COURSE/GREEN SPACE:

COMMENCING AT A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 26' 32" E 467.91 FEET TO A CRIMP TOP IRON; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE FOREST, UNIT 25, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 86 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 00° 43' 49" E 82.04 FEET TO A POINT; THENCE RUN S 72° 21' 01" E 50.97 FEET TO A POINT; THENCE RUN S 47° 57' 44" E 97.71 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 23° 42' 49" W 41.77 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN S 15° 17' 57" E 43.25 FEET TO A POINT; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE OF BALDWIN COUNTY ROAD 13, RUN N 62° 28' 04" W 83.31 FEET TO A POINT; THENCE RUN N 46° 48' 28" W 58.87 FEET TO THE POINT OF BEGINNING. CONTAINING 11,015 SQUARE FEET OR 0.253 ACRE.

