



**CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA -
AMENDED
MONDAY, JULY 6, 2026 at 5:30 PM**

1. CALL TO ORDER

A. ROLL CALL

B. INVOCATION Mr. Deon Gatson, Compass II Life Services

C. PLEDGE OF ALLEGIANCE

2. PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

A. Levi Shaw - Eagle Scout Project Presentation

3. APPROVE MINUTES

A. June 15, 2026 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE — Conaway

Review the minutes from the June 15, 2026, meeting

Treasurer's Report for May 2026: Unrestricted Fund Balance — \$32,793,824

Total Cash Balance - \$54,798,545

Sales Tax for April 2026: \$2,480,666.19; Lodging tax for April 2026: \$185,095.16

Debt Summary - May 2026: Warrants - \$25,432,087

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

B. BUILDINGS & PROPERTY COMMITTEE- Messinger

C. PUBLIC SAFETY COMMITTEE - Green

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Roberts

i. Review the minutes from the June 1, 2026, meeting

E. PUBLIC WORKS COMMITTEE - Coleman

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

ii. MOTION to approve an Amendment to the Intergovernmental Roadway Construction Agreement with the Baldwin Council Commission for road improvements

- iii. **MOTION** to authorize the Mayor to sign the Facility Lease Agreement between the City of Daphne and The Daphne Search and Rescue Unit, Inc.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS - Adrienne Jones

- i. **MOTION** to appoint Curt Fonger to the Board of Zoning Adjustments, as an alternate member, to complete an unexpired term ending March 2029.

B. DAPHNE PUBLIC SCHOOL COMMISSION - Messinger

C. DOWNTOWN REDEVELOPMENT AUTHORITY - Olen

D. INDUSTRIAL DEVELOPMENT BOARD - Coleman

- i. **MOTION** to reappoint Laura Coker to the Industrial Development Board for the term of July 2026 — July 2032.
- ii. **MOTION** to reappoint Scott Koser to the Industrial Development Board for the term of July 2026 – July 2032.

E. LIBRARY BOARD - Olen

F. PLANNING COMMISSION - Olen

- i. Review of the minutes from the regular meeting of May 28, 2026, and the report from the regular meeting of June 25, 2026.

G. RECREATION BOARD - Green

H. UTILITY BOARD - Coleman

- i. Review the minutes from the May 27, 2026, meeting.

6. PUBLIC PARTICIPATION

7. MAYOR'S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK'S REPORT

- A. MOTION** to approve the 050 - Retail Beer (Off Premises Only) and the 070 - Retail Table Wine (Off Premises Only) to Aldi Inc Alabama dba Aldi 041 located at 30947 Mill Lane, Daphne, AL

- B. MOTION** to approve the Austin Sidwell for Congress: Bayside Family Fest on July 18, 2026 from 3:00 - 7:00pm at Lott Park.

11. RESOLUTIONS

12. 2nd READ ORDINANCES

- A. 2026-19** - Ordinance Amending the City of Daphne's Garbage Collection Ordinance No. 2017-59, as Codified in Chapter 12, Article III, Daphne Code of Ordinances
- B. 2026-20** - Ordinance Establishing a Temporary Moratorium on the Acceptance and Processing of Certain Applications for Multi-Family, Garden Apartment Development Pending Comprehensive Revisions to the City's Land Use and Development Ordinance
- C. 2026-21** - Ordinance to Repeal Ordinance No. 2019-33 and Adopt the 2024 International Fire Code with Amendments Thereto for the City of Daphne, Alabama
- D. 2026-22** - Ordinance Amending Ordinance No 2019-25, as Previously Amended by Ordinance No. 2021-51, Relating to the Adoption of Certain Technical Codes by Reference

13. 1st READ ORDINANCES

14. COUNCIL COMMENTS

15. EXECUTIVE SESSION

16. ADJOURN

**June 15, 2026
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

1. CALL TO ORDER:

There being a quorum present Council President Benjamin Hughes called the meeting to order at 6:00pm.

ROLL CALL:

COUNCIL MEMBERS PRESENT: Tommie Conaway, Joel Coleman, Oliver Roberts, Stephanie Messinger, Benjamin Hughes and Jennifer Green

COUNCIL MEMBERS ABSENT: Steve Olen

Also Present: Patrick Dungan, City Attorney; Mayor LeJeune; Chief Gulsby, Police; Chief Tacon, Fire; Troy Strunk, City Development; Charlie McDavid, Recreation; Bobby Purvis, Public Works; Reggie Ardis, Police; Jason Lazzari, Police; Kelli Reid, Finance; Ange Baggett, Marketing; Emmie Powell, Library; Adrienne Jones, Planning; Cindy Beaudreau, City Clerk; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Reverend Thack Dyson, St. Paul's Episcopal Church.

2. PROCLAMATIONS/RECOGNITIONS/PUBLIC HEARING:

RECOGNITION: Mayor LeJeune presented a certificate of appreciation to Herb Cole for his service on the Board of Zoning Adjustments.

PROCLAMATION: Mayor LeJeune presented a proclamation to Dr. John McMahon, Medical Control Physician for his 20 years of service to the citizens of Daphne and the Daphne Fire Department.

PROCLAMATION: Mayor LeJeune presented a proclamation recognizing Officer Houston Sanders for his years of service with the Daphne Police Department.

PUBLIC HEARING: City Attorney presented on the Ordinance ratifying, confirming and reaffirming the annexation of property contiguous to the corporate limits of the City of Daphne – Northwest of County Rod 64 and Alabama Highway 181 – Joseph A. Allegri Jr Properties I, LLC; Joseph A. Allegri Jr Properties II, LLC; Jerry and Louise Volovecky Sr. Family Limited Partnership.

Public hearing opened at 6:17pm.

Victoria Phelps, Worchester Drive, commended City Staff and City Attorney for how they remedied this situation.

Public hearing closed at 6:20pm.

3. APPROVE THE MINUTES:

The minutes from the June 1, 2026 Regular Meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Conaway said the next meeting is July 20th at 4:30pm.

B. BUILDINGS & PROPERTY COMMITTEE

Councilwoman Messinger said the May new Construction and Building Report is in the packet and out of that there were 17 certificates of occupancy, 178 permits issued, 10 new residential home permits, totaling \$66,512.50. She said the minutes from the May meeting are in the packet and the next meeting is July 13th at 5:15pm.

June 15, 2026
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

C. PUBLIC SAFETY COMMITTEE

Councilwoman Green said the minutes from the May meeting are in the packet and the next meeting is July 13th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Roberts said the next meeting is July 6th at 4:30pm.

E. PUBLIC WORKS COMMITTEE

Councilman Coleman said the next meeting is July 6th at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Mrs. Jones said there was no report.

B. Daphne Public School Commission

Councilwoman Messinger said the next meeting is August 24th at 5:30pm in the Jubilee Conference Room.

C. Downtown Redevelopment Authority

Councilman Olen was absent.

D. Industrial Development Board

Councilman Coleman said the next meeting is June 16th at 4:30pm.

E. Library Board

F. Planning Commission

Council President Hughes said the minutes from the April 23rd meeting are in the packet as well as the report of the May 28th meeting.

G. Recreation Board

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

H. Utility Board

Councilman Coleman said the next meeting is June 24th at 5:00pm and the minutes from the April meeting are in the packet.

6. PUBLIC PARTICIPATION:

Public participation opened at 6:23pm. No one came forward to speak.

Public participation was closed at 6:23pm.

7. MAYOR'S REPORT:

Mayor LeJeune reminded everyone to vote on Tuesday and invited all to the semiquincentennial celebration at the Civic Center on June 26th at 4pm.

8. CITY ATTORNEY REPORT:

City Attorney had no report.

**June 15, 2026
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

9. DEPARTMENT HEAD COMMENTS:

Chief Tacon, Fire, thanked the Council for honoring Dr. McMahon and shared about the upcoming training for the Fire College.

Bobby Purvis, Public Works, shared the speed table in Potter's Mill has been completed and they are starting on in Dunmore this week.

Charlie McDavid, Recreation, said the World Series was at the Sports Complex as well as a pickleball tournament at Lott Park. He said the Animal Shelter has decided to stay open until 7:00pm on Tuesdays to allow people to come after work.

10. CITY CLERK'S REPORT:

**MOTION by Councilman Coleman to approve the publication and set a public hearing on July 20, 2026 for the James A. Conaway and Barbara Conaway Trust dated June 17, 2010 Pre-Zoning Amendment located northeast of the intersection of County Road 54 and Centipede Drive. Seconded by Councilwoman Messinger.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to approve the publication and set a public hearing on July 20, 2026 for the James A. Conaway and Barbara Conaway Trust dated June 17, 2010 Annexation Petition located northeast of the intersection of County Road 54 and Centipede Drive. Seconded by Councilwoman Messinger.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to approve the publication and set a public hearing on July 20, 2026 for DAK Investments, LLC Zoning Amendment located at 805 Randall Avenue, northeast of the intersection of Randall Avenue and Main Street. Seconded by Councilwoman Green.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to approve the Ballin' on Belrose Run/Walk Challenge on May 15, 2027, from 6:30am – 1:00pm with a road closure of Belrose Avenue. Seconded by Councilwoman Green.
MOTION CARRIED UNANIMOUSLY.**

11. RESOLUTIONS:

12. 2ND READ ORDINANCES:

- A. 2026-17 - Zoning District Map - Revisions to the City of Daphne Land Use and Development Ordinance**
- B. 2026-18 - Ordinance Ratifying, Confirming, and Reaffirming the Annexation of Property Contiguous to the Corporate Limits of the City of Daphne — Northwest of County Road 64 and Alabama Highway 181 - Joseph A. Allegri Jr Properties I, LLC; Joseph A. Allegri Jr Properties II, LLC; Jerry and Louise Volovecky Sr. Family Limited Partnership**

June 15, 2026
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

MOTION by Councilman Roberts to waive the reading of Ordinances 2026-17 and 2026-18. Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Roberts to adopt Ordinance 2026-17. Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

MOTION by Councilman Roberts to adopt Ordinance 2026-18. Seconded by Councilman Coleman.

MOTION CARRIED UNANIMOUSLY.

13. 1st READ ORDINANCES:

- A. 2026-19** - Ordinance Amending the City of Daphne's Garbage Collection Ordinance No. 2017-59, as Codified in Chapter 12, Article III, Daphne Code of Ordinances
- B. 2026-20** - Ordinance Establishing a Temporary Moratorium on the Acceptance and Processing of Certain Applications for Multi-Family, Garden Apartment Development Pending Comprehensive Revisions to the City's Land Use and Development Ordinance
- C. 2026-21** - Ordinance to Repeal Ordinance No. 2019-33 and Adopt the 2024 International Fire Code with Amendments Thereto for the City of Daphne, Alabama
- D. 2026-22** - Ordinance Amending Ordinance No 2019-25, as Previously Amended by Ordinance No. 2021-51, Relating to the Adoption of Certain Technical Codes by Reference

14. COUNCIL COMMENTS

Councilwoman Conaway thanked all the honorees for their service to the City.

Councilman Coleman echoed Councilwoman Conaway's comments.

Councilman Roberts wished USA good luck.

Councilwoman Messinger reminded everyone to vote on Tuesday.

Mayor LeJeune said the City of Daphne services will be closed on Friday in observance of Juneteenth.

Council President Hughes thanked Dr. McMahon and Officer Sanders for their service to the City.

15. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:34PM.

Respectfully submitted by,

Certification of Presiding Officer,

Cindy Beaudreau, City Clerk

Benjamin Hughes, Council President



**CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
MONDAY, JUNE 15, 2026
at 4:30 P.M.**

1. CALL TO ORDER/ROLL CALL

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

Present were:

Chairwoman Mrs. Tommie Conaway
Councilman Mr. Joel Coleman
Councilman Mr. Oliver Roberts

Councilwoman Mrs. Stephanie Messinger
Councilman Mr. Ben Hughes
Councilwoman Mrs. Jennifer Green

Also Present: Mayor Robin LeJeune, Finance Director Mrs. Kelli Reid, Finance Deputy Director, Accountant III Ms. Suzanne Henson, City Clerk Mrs. Cindy Beaudreau, Executive Director of City Development Mr. Troy Strunk, Fire Chief Ms. LeAnn Tacon, Director of Events and Marketing Mrs. Ange Baggett, Public Works Director Mr. Bobby Purvis, SW Manager Randy Jones, and City Attorney Mr. Patrick Dungan.

2. PUBLIC PARTICIPATION

There was no public participation.

3. APPROVE MINUTES FOR THE PREVIOUS MEETING

The previous meeting minutes were approved with one update. The open position in Community Development was for the Planner position.

4. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

The Human Resources Report was included in the packet.

- Current Open Positions – 20

The report included the monthly Safety Committee meeting topics and other Human Resources projects and events from the previous month.

5. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – May, 2026

Mrs. Reid reviewed the following reports and information:

- Total Business Licenses issued were 62 new and 51 renewals for a total of 113 in May 2026
- New Businesses with a physical location in Daphne - 16
- Code enforcement issued 2 warnings resulting in businesses becoming compliant and \$745.74 in revenue.
- Simplified Sellers Use Tax collections - \$251,889.76 and YTD collections - \$1,905,51.29.

6. SALES & LODGING TAX REPORT

A. Sales and Use Taxes: April, 2026

Ms. Henson reviewed the Sales & Use Tax Reports: \$2,480,666.19 was collected for April, 2026 which was up \$136,953.06 from April 2025's collections.

- YTD Variance over Budget - \$280,666.19

B. Lodging Tax Collections, April, 2026

Ms. Henson reviewed the Lodging Tax Collections Report and noted the collections for April, 2026 were \$185,095.16 which is up \$30,517.20 from April 2025's collections.

- YTD Variance over Budget - \$120,499.36
- Recreation balance for related purchases as of **May, 2026** - \$936,906.91
- Bayfront balance for related purchases as of **May, 2026** - \$1,934,229.71

C. Monthly Occupancy Fee Tax Collections, April, 2026

Mrs. Reid reviewed the Monthly Occupancy Fee Tax Collections Report: \$56,713 was collected for April, 2026 which was up \$12,765.50 from April 2025's collections:

- YTD Variance over Budget - \$28,455
- Reserved balance for Occupancy Fee as of May, 2026 - \$800,719

7. FINANCIAL SCHEDULES & REPORTS

A. Financial Reports

1. Treasurer's Report: May, 2026

Mrs. Reid reviewed the Treasurer's Report:

TREASURER'S REPORT						
As of May 31, 2026						
Account Type/Title	Bank / Brokerage	5/31/2026	4/30/2026	Increase (Decrease) from last Month	5/31/2025	Increase (Decrease) from Last Year
GENERAL FUND & ENTERPRISE FUNDS	Regions Bank	\$ 19,332,965	\$ 19,802,133	\$ (469,168)	\$ 22,741,234	\$ (3,408,269)
INVESTMENT FUND	Charles Schwab	13,460,859	13,460,823	35	11,102,408	\$ 2,358,451
Total Unrestricted Cash Balance		32,793,824	33,262,956	(469,133)	33,843,642	(1,049,818)
SPECIAL REVENUE FUNDS						
4 CENT GAS TAX	Bryant Bank	441,427	436,323	5,104	377,081	64,346
7 CENT GAS TAX	Bryant Bank	423,919	417,472	6,447	396,863	27,056
10 CENT GAS TAX	Bryant Bank	466,442	443,226	23,217	404,401	62,041
LOCAL GAS TAX FUND	Regions Bank	34,188	-	34,188	-	34,188
ANIMAL SHELTER FUND	Regions Bank	134,483	134,570	(87)	142,662	(8,179)
MOBILE INFIRMARY BUILDING	Regions Bank	233,577	177,589	55,989	89,618	143,959
FEDERAL DRUG FORFEITURES	Regions Bank	101,457	101,627	(170)	209,805	(108,348)
LOCAL DRUG FORFEITURES	Regions Bank	90,842	90,842	-	99,749	(8,907)
LIBRARY	Regions Bank	103,602	106,653	(3,051)	79,098	24,504
COURT TRAINING & EQUIPMENT	Regions Bank	40,198	39,810	388	44,216	(4,018)
COURT/CORRECTION	Regions Bank	474,789	498,016	(23,227)	518,660	(43,871)
LODGING TAX	Regions Bank	3,532,197	3,378,851	153,346	2,717,032	815,165
AGENCY FUNDS						
SELF INSURANCE	Regions Bank	178,111	183,956	(5,845)	216,302	(38,191)
OPEB TRUST INVESTMENT FUND	Regions Bank	2,352,611	2,263,292	89,319	1,911,500	441,111
		8,607,844	8,272,226	335,618	7,206,987	1,400,857
CAPITAL PROJECT FUNDS						
CAPITAL RESERVE	Community Bank	13,863,003	15,593,700	(1,730,697)	7,289,724	6,573,279
2023 CONSTRUCTION FUND	Synovus Bank	4,263	14,276	(10,014)	3,470,834	(3,466,571)
		13,867,266	15,607,977	(1,740,711)	10,760,558	3,106,708
DEBT SERVICE FUNDS						
DEBT SERVICE	Regions Bank	(470,389)	384,883	(855,272)	139,939	(610,328)
Total Restricted Cash Balance		22,004,721	24,265,086	(2,260,365)	18,107,484	3,897,237
Total City Cash Balance		\$ 54,798,545	\$ 57,528,042	\$ (2,729,497)	\$ 51,951,126	\$ 2,847,419
Encumbrance Total as of				5/31/2026	\$ 79,024.08	

2. Encumbrance Report

- Encumbrance balance - \$79,024.08 as of May, 2026.

Mrs. Reid reviewed the Encumbrance Report and noted there was only one line item remaining.

3. Outstanding Appropriations

Mrs. Reid reviewed the Outstanding Appropriations report.

4. Financial Overview: Debt Summaries & Monthly Financial Statements

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), May, 2026
 - Outstanding Warrant Balance as of May 31, 2026: \$25,432,087
 - Outstanding Capital Lease Balance as of May 31, 2026:
 - General Fund: \$590,746
 - Enterprise Fund: \$1,001,938

- Overtime Report YTD
- Monthly Financial Statements, April 2026
 - General Fund YTD Budgetary Net Income: \$8,371,451 which is \$1,936,936 more than the prior YTD net income
 - Solid Waste Fund Transfers YTD - \$0
 - Civic Center Fund Transfers YTD - \$185,628

5. Summary of Budgetary Amendments

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

- Total Appropriations Year to Date – \$1,241,015
- Adjusted Expenses over Revenue – (\$1,215,279)

6. Unfunded Future Projects Expenditure Summary

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary and noted there was no change.

B. Bills Paid Reports – May, 2026

The Bills Paid Report was previously presented electronically.

8. BIDS & APPROPRIATIONS (Resolution)

There were no bids or appropriation requests.

9. SURPLUS

There were no surplus items discussed.

10. NEW BUSINESS

There was no new business discussed

11. OLD BUSINESS

There was no old business discussed.

12. ADJOURN The meeting adjourned at 5:07p.m.

CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING

June 1, 2026, 4:30 p.m.

City Hall, Council Chamber

1705 Main Street, Daphne, AL 36526

MEETING MINUTES

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

MEMBERS ABSENT: Councilman Coleman

ALSO PRESENT: Patrick Dungan, City Attorney; Christina Brazell, Code Enforcement; Mayor LeJeune; Cindy Beaudreau, City Clerk; Troy Strunk, City Development; Bobby Purvis, Public Works; Randy Jones, Solid Waste; Chief Tacon, Fire; Brett Camilleri, Fire Marshal; Kelli Reid, Finance; Connie Chapman, Revenue; Randy Jones, Solid Waste; and Charlie McDavid, Recreation.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Roberts called the meeting to order at 4:30 p.m.

2) APPROVE MINUTES FROM THE May 4, 2026 Meeting

3) PUBLIC PARTICIPATION

4) ORDINANCE REVIEW/DISCUSSION

A) Fire Code Adoption

Brett Camilleri, Fire Marshal, presented the amended Fire Code Ordinance sharing the areas that were being updated from 2018 to 2024.

**MOTION by Councilwoman Conaway to recommend to Council to approve the Amended Fire Code Ordinance. Seconded by Councilwoman Green.
MOTION CARRIED UNANIMOUSLY.**

B) Solid Waste Ordinance Review

Randy Jones, Solid Waste, shared the changes that are in the revised Solid Waste Ordinance.

**MOTION by Councilwoman Green to recommend to Council to approve the Amended Solid Waste Ordinance. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

C) Multi-Family Residential Development Moratorium Ordinance

Councilman Hughes discussed the ordinance and shared about his findings regarding occupied apartments versus vacant apartments. Adrienne Jones, Director, Community Development, stated that the Comprehensive Plan recommends increasing density and listed some multifamily residences that have already been approved through the Planning Commission, which included some recently annexed apartments.

Discussion continued regarding a growth statistics comparison and researching the LUDO to determine if the density percentage in the comprehensive plan has been met.

**MOTION by Councilman Olen to recommend to Council to approve the Multi-Family Residential Development Moratorium Ordinance. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

D) Business License Discussion

There was discussion about a business license verification portal, a database for mass e-mails and an HOA database.

5) OTHER BUSINESS DEEMED NECESSARY

6) NEXT MEETING

The next meeting is scheduled for Monday, July 6, 2026 at 4:30 p.m.

7) ADJOURN

There being no further business to discuss, the Council adjourned at 5:09pm.



CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
May 4th, 2026 - 5:15 P.M.
DAPHNE CITY HALL

I. CALL TO ORDER

II. COMMITTEE MEMBERS PRESENT:

Councilman Joel Coleman; Councilman Oliver Roberts; Councilwoman Tommie Conaway; Councilwoman Stephanie Messinger; Councilwoman Jennifer Green; Councilman Benjamin Hughes; Mayor Robin LeJeune

Others Present: Bobby Purvis, Public Works Director; Patrick Dungan, City Attorney; Troy Strunk, Executive Director, City Development; Cindy Beaudreau, City Clerk; Assistant City Clerk, Jessica Linne; Andy Bobe, City Engineer; Lakyn Coggin, Junior City Council; Emma Coleman, Junior City Council; Gilberto Colon, LFPOA

III. PUBLIC PARTICIPATION & CORRESPONDENCE

The Public Works Committee meeting was called to order by Joel Coleman. During public participation, Brian Meade recognized Brandon Fulton and Lindsey Speckmear for their response to a drainage issue in Victoria Square. Victoria Phelps advised the committee that the Lake Forest POA Board passed a resolution in December regarding a request for a 4 way stop, and stated that the meeting minutes would be forwarded to the City.

IV. OLD BUSINESS

Approval of Minutes – April 6th, 2026 —Minutes were reviewed and approved by the committee.

V. NEW BUSINESS

The committee considered a resolution authorizing condemnation of the Marino property. A motion was made and passed.

MOTION by Council member to recommend to Council to approve Res 2026 Marino Property to bring before Council.
Seconded by Council member.
One Nay, Five Yes
MOTION CARRIED

The committee considered the drainage repair contract for the 600 block of Ridgewood Drive. A motion was made to award the contract to W.R. Mitchell in the amount of \$392,416.22, and the motion passed.

MOTION by Council member to recommend to Council to approve the Lake Forest Drainage Repair and award the contract to W.R. Mitchell for the amount of \$392,416.22.
Seconded by Council member.
MOTION CARRIED UNANIMOUSLY

The committee considered authorizing the Mayor to enter into a contract with PDCA



CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
May 4th, 2026 - 5:15 P.M.
DAPHNE CITY HALL

Architecture. A motion was made and passed.

MOTION by Council member to recommend to Council to recommend to Mayor to enter into contract with PDCA Architecture for Community Development.
MOTION CARRIED UNANIMOUSLY

VI. City Engineer's Report (Separate Handout)

The City Engineer provided updates on several ongoing projects. County Road 13 is closed for the Milton Jones Road connection, and the project is expected to continue toward completion near the end of July. Highway 90 has encountered a minor grade issue, and staff are working with the contractor and ALDOT to resolve it. County Road 64 striping was expected to occur at night and be completed during the week.

Bayfront Park continues to move forward and remains on track for the April 2027 completion schedule. The Lake Forest drainage improvement project has been bid, and additional projects, including Lancaster Ditch and Red Gully, are expected to be advertised for bid later in the month.

Staff also discussed the Red Gully project. The Mayor worked with state transportation representatives and secured a \$250,000 contribution toward the project. A draft agreement is being prepared and will be brought forward for Council consideration when available. The overall project estimate was discussed at approximately \$740,000.

The committee also asked about the Highway 181 lighting project. The poles are in place, and staff will request an updated schedule from Riviera Utilities for pulling power. The lighting is expected to become operational soon, possibly during the month.

VII. DIRECTOR'S REPORT (Handouts reviewed by committee)

The Public Works Director reported that operations are moving smoothly and acknowledged the work completed on the drainage matter discussed during public participation. The concrete pour approved for Fire Station 4 was completed, expansion cuts were made, and the area is expected to be open for use the following Monday after curing.

Public Works crews are completing small drainage projects in Lake Forest and will begin larger sidewalk repairs on Whispering Pines. The sidewalk work is expected to create some temporary slowdowns in the area over the next two weeks. Damaged sections will be removed and repoured, with additional support added where needed.

The committee also discussed the upcoming paving schedule. The start of paving was delayed because final items such as manhole risers and striping had to be completed. Staff advised that paving is expected to begin within the next week to ten days and agreed to provide email updates once work begins.



CITY OF DAPHNE PUBLIC WORKS COMMITTEE MINUTES
May 4th, 2026 - 5:15 P.M.
DAPHNE CITY HALL

- A. Work Request Report – March 2025 & March 2026
The Public Works Department completed 561 work orders in March 2026.
- B. Vehicle/Equipment Maintenance Reports – FY2024-2025 YTD
- C. Public Works Related Overtime Report — 58.33% of the year used; \$53,740.39 Used YTD as of April 29th, 2026.
- D. Street Sweeper Report — March 20th – April 23rd, 2026 – 1300 Miles Traveled, 687 Miles Swept
- E. Tallent Lane Facility Report – March 2026 – 221.25 SW Total Tonnage, 16.41 Other Depts. Total Tonnage
- F. Solid Waste New Customer Report – March 2026 — 17 new residential; 1 new commercial

IX. MOSQUITO CONTROL SERVICES

- A. Mosquito Report— Week 16

X. MUSEUM COMMITTEE

- A. Minutes – April 13th, 2026

XI. ENVIRONMENTAL ADVISORY COMMITTEE

- A. Minutes – March 23rd, 2026

XII. FUTURE BUSINESS

- A. Next Meeting – **Monday, June 1st, 2026**

XIII. ADJOURNMENT

Motion by Tommie Conaway, seconded by Stephanie Messenger to adjourn. Meeting adjourned at 5:15 p.m.

**AMENDMENT TO INTERGOVERNMENTAL ROADWAY
CONSTRUCTION AGREEMENT**

This Amendment to the Intergovernmental Roadway Construction Agreement (the “Amendment”) is entered into by and between the Baldwin County Commission (the “County”) and the City of Daphne, Alabama (the “City”), as follows:

WHEREAS, the County and the City entered into an Intergovernmental Roadway Construction Agreement with an effective date of November 21, 2023 (the “IRCA”); and

WHEREAS, the IRCA formalized the arrangements between the County and the City regarding the funding and construction of roadway improvements, including a roundabout and related improvements to connect CR 13, beginning at or near its intersection with Milton Jones Road and extending westward approximately 2,640 linear feet to Friendship Road, ending at or near its intersection with Jonesboro Road (the “Project”); and **WHEREAS**, the City agreed to contribute \$500,000 toward the total costs, fees and expenses of the Project (the “City Contribution”); and

WHEREAS, the County agreed to tender payment to the City in an amount up to \$2,800,000 to be applied toward the total costs, fees and expenses of the Project (the “County Contribution”); and

WHEREAS, the City agreed if the total costs, fees and expenses of the Project, exceed the City Contribution and County Contribution, the City shall provide the additional funding required to cover such excess costs to complete the Project, not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000) (the “Excess City Contribution”); and

WHEREAS, the Project is nearing completion and is currently tracking to be under the approved Project budget; and

WHEREAS, the City and the County acknowledge and agree that completion of the original Project scope remains the first priority for use of the previously approved Project budget;

WHEREAS, the City has requested that remaining funds, if any, within the originally approved Project budget after accounting for completion of the original Project scope be used to widen and resurface portions of existing Milton Jones Road, Jonesboro Road, and Pollard Road; and

WHEREAS, the IRCA may be amended by a written instrument signed by the duly authorized representatives of the City and the County; and

WHEREAS, the City and the County desire to amend the IRCA and extend the Project limits eastward to Alabama Highway 181 and westward to Daphne Avenue for widening and resurfacing portions of existing Milton Jones Road, Jonesboro Road and

Pollard Road should the Project be completed under budget as expected and to the extent the costs of said widening and resurfacing do not exceed the previously approved project budget.

NOW, THEREFORE, premises considered, the City and the County do hereby agree as follows:

1. **RECITALS.** The recitals set out above are incorporated into this Amendment as though the same were set out in full in this paragraph.
2. **AMENDMENT.** The City and the County hereby amend the IRCA as described in Paragraph 3 of this Amendment, below.
3. **SCOPE OF PROJECT.** The City and the County agree to amend the scope of the Project to allow remaining funds within the previously approved Project budget, if any, after completion of the original Project scope, to be used for widening and/or resurfacing portions of existing Milton Jones Road, Jonesboro Road and Pollard Road within the extended Project limits eastward to Alabama Highway 181 and westward to Daphne Avenue. No such additional work shall be undertaken unless sufficient funds remain within the previously approved Project budget after accounting for all costs necessary to complete the original Project scope, and nothing in this Amendment shall obligate the City to contribute funds in excess of the amounts required under the IRCA.
4. **REMAINDER OF IRCA LEFT UNCHANGED.** Except as expressly amended herein, the IRCA is hereby ratified and confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the IRCA, this Amendment shall control only as to the limited matters expressly addressed herein.

IN WITNESS WHEREOF, the parties have executed this Amendment by and through their duly authorized representative as of the date of full execution below.

[Remainder of Page Intentionally Left Blank]

[Signature Pages Follow]

BALDWIN COUNTY COMMISSION

BY:

James E. Ball, Chairman

Date

ATTEST:

Roger H. Rendleman, County Administrator

Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that James E. Ball, as Chairman of the Baldwin County Commission, and Roger H. Rendleman, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, they, as such officers and with full authority executed the same voluntarily and as the act of said Baldwin County Commission.

Given under my hand and Official Seal this the ____ day of _____,
2026.

NOTARY PUBLIC

Commission Expires: _____

THE CITY OF DAPHNE

BY:

Robin LeJeune, Mayor

Date

ATTEST:

Cindy Beaudreau, City Clerk

Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Robin LeJeune, as Mayor of the City of Daphne, and Cindy Beaudreau, as City Clerk of the City of Daphne, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, they, as such officers and with full authority executed the same voluntarily and as the act of said City of Daphne.

Given under my hand and Official Seal this the ____ day of _____,
2026.

NOTARY PUBLIC

Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

FACILITY LEASE AGREEMENT

THIS FACILITY LEASE AGREEMENT (this “Agreement”) is made and entered into by and between the CITY OF DAPHNE, a municipal corporation of the State of Alabama (the “City”), and THE DAPHNE SEARCH AND RESCUE UNIT, INC., a not-for-profit corporation organized and existing under the laws of the State of Alabama (the “Lessee”), and is effective upon execution by all Parties (the “Effective Date”). The City and Lessee are sometimes referred to individually as “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, the City is the owner of certain real property located at or adjacent to Fire Station No. 1, commonly known as 25250 Bailey Yelding Jr. Drive (Profit Dr.), Daphne, Alabama 36526, upon which the City intends to construct a new facility for use by the Daphne Search and Rescue Unit, Inc.; and

WHEREAS, Lessee provides volunteer search and rescue, emergency response support, disaster response assistance, training, and related public safety services that benefit the citizens of the City and surrounding areas; and

WHEREAS, the City desires to lease to Lessee, and Lessee desires to lease from the City, certain portions of the facility and related premises more particularly described in **Exhibit A** attached hereto (the “Premises”), subject to the terms and conditions of this Agreement; and

WHEREAS, the City Council of the City of Daphne, Alabama has determined that entering into this Agreement serves a valid and lawful public purpose by supporting public safety, emergency response, and related community services within the City; and

WHEREAS, the Parties desire to set forth their respective rights, duties, and obligations concerning Lessee’s use and occupancy of the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. Duration of Agreement. This Agreement shall commence on the date executed by all Parties following approval by the City Council and shall remain in effect for a period of ten (10) years. The term of the Agreement may be extended by five (5) optional three (3) year terms, at City’s sole discretion.

II. Consideration. Lessee agrees to pay as rent for the Premises (as hereinafter defined) the amount of One Dollar (\$1.00) per month, payable in full on the Effective Date and at the beginning of any extension term.

III. Conditions of Use.

3.01 Premises. Subject to the terms and conditions of this Agreement, the City hereby leases to Lessee, and Lessee hereby leases from the City, the Premises. The Premises shall consist of certain portions of the facility to be constructed by the City at or adjacent to Fire Station No. 1 located at 25250 Bailey Yelding Jr. Drive (Profit Dr.), Daphne, Alabama 36526, together with any associated common access areas designated by the City.

3.02 Permitted Use. Lessee shall use the Premises solely for nonprofit public safety and emergency-response-related purposes, including, but not limited to, search and rescue operations, emergency and disaster response support, training activities, meetings, storage of equipment and supplies, administrative functions, and other related activities consistent with Lessee's organizational mission and applicable law.

3.03 No Unlawful or Inconsistent Use. Lessee shall not use, or permit the use of, the Premises for any unlawful purpose or in any manner that would constitute a nuisance, create unreasonable interference with City operations, or materially increase the risk of liability, damage, or hazard to persons or property. Lessee shall comply at all times with all applicable federal, state, and local laws, ordinances, regulations, and applicable fire and safety codes.

3.04 City Access and Control. Notwithstanding Lessee's use of the Premises, the City shall retain ownership, overall control, and reasonable access rights with respect to the Premises and the surrounding municipal property. The City, including its employees, agents, contractors, and emergency personnel, shall have the right to enter the Premises upon reasonable notice (except in emergencies) for inspection, maintenance, repair, emergency response, verification of compliance with this Agreement and applicable law, or other lawful municipal purposes.

3.05 Utilities. Lessee shall be solely responsible for payment of all utility services directly associated with Lessee's use of the Premises, including electricity, water, sewer, internet, telecommunications, and any other separately billed or separately metered utility services serving the Premises.

3.06 Maintenance and Housekeeping. Lessee shall, at its sole expense, keep the Premises in a clean, orderly, and sanitary condition and shall promptly remove all trash, debris, and materials generated by Lessee's operations. Lessee shall notify the City of any material damage to the Premises or unsafe conditions of which Lessee becomes aware.

3.07 Alterations and Improvements. Lessee shall make no alterations, additions, improvements, or modifications to the Premises without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. Any approved alterations or

improvements shall be performed at Lessee's sole cost and expense and in compliance with all applicable laws, permitting requirements, and City standards.

3.08 Storage of Equipment. Subject to applicable law and City approval, Lessee may store vehicles, marine vessels, rescue equipment, trailers, supplies, and related operational materials at the Premises in connection with its permitted use. Lessee shall ensure that all such equipment and materials are maintained in a safe and lawful manner.

3.09 No Assignment or Subleasing. Lessee shall not assign this Agreement or sublease all or any portion of the Premises without the prior written consent of the City Council of the City of Daphne, Alabama.

3.10 Compatibility with Municipal Operations. Lessee acknowledges that the Premises are located on or adjacent to active municipal public safety facilities. Lessee shall conduct its operations in a manner reasonably compatible with ongoing City operations and shall cooperate with the City regarding site access, security, emergency response coordination, traffic circulation, and related operational matters.

IV. Permitted Uses and Limitations.

4.01 General Conditions. The City agrees to permit Lessee to utilize the Premises subject to the terms, conditions, and limitations set forth in this Agreement.

4.02 Compliance with Laws and Policies. Lessee shall comply at all times with all applicable federal, state, and local laws, ordinances, regulations, and codes, including all applicable fire, safety, environmental, and public health requirements. Lessee shall also comply with all reasonable rules, policies, and operational procedures adopted by the City relating to municipal facilities and public safety operations, as such policies may be amended from time to time.

4.03 Operational Responsibility. Lessee shall be solely responsible for the conduct and supervision of its officers, members, employees, agents, volunteers, contractors, invitees, and participants while on the Premises. Lessee shall ensure that all activities conducted on the Premises are performed in a safe and orderly manner.

4.04 No Interference with City Operations. Lessee shall not use the Premises in any manner that unreasonably interferes with the operations of the City, the Daphne Fire Department, or any other municipal operations conducted on or near the property. The City shall retain the right to impose reasonable operational, security, parking, and access restrictions necessary to ensure compatibility with municipal functions and emergency-response activities.

4.05 Hazardous Materials. Lessee shall not store, use, generate, or dispose of any hazardous, toxic, explosive, or otherwise regulated substances on the Premises except for fuels, firefighting materials, batteries, medical supplies, cleaning products, or other operational materials reasonably necessary for Lessee's permitted use and maintained in compliance with applicable law.

4.06 Weapons, Firearms, and Emergency Equipment. To the extent applicable to Lessee's lawful operations, Lessee may possess and store emergency-response tools, rescue equipment, communications equipment, medical supplies, and other operational equipment customarily associated with search and rescue activities. Any firearms or regulated weapons maintained on the Premises shall comply with all applicable laws and shall be secured in a commercially reasonable manner.

4.07 Maintenance and Damage. Lessee shall promptly notify the City of any damage to the Premises or any unsafe condition affecting the Premises. Lessee shall be responsible for damage to the Premises caused by the negligent or wrongful acts or omissions of Lessee or its officers, members, employees, agents, volunteers, contractors, or invitees, reasonable wear and tear excepted.

4.08 Cleanliness and Security. Lessee shall maintain the Premises in a reasonably clean, safe, and secure condition. Lessee shall be responsible for securing the Premises following its use and for taking reasonable precautions to prevent unauthorized access to the Premises, equipment, vehicles, and supplies.

4.09 No Waste or Nuisance. Lessee shall not commit or permit any waste upon the Premises and shall not permit any activity that constitutes a nuisance or creates unreasonable noise, vibration, odor, or disturbance inconsistent with the surrounding municipal uses.

4.10 Signage. Lessee shall not install or display any exterior signage, banners, antennas, or similar items on the Premises without the prior written approval of the City.

4.11 No Public Dedication. Nothing contained in this Agreement shall be construed as creating any ownership interest in the Premises in favor of Lessee or as dedicating the Premises for any purpose other than the limited leasehold rights expressly granted herein.

4.12 Suspension of Use for Emergency or Municipal Purposes. The City shall retain the right to temporarily restrict or suspend Lessee's use of all or portions of the Premises when reasonably necessary for emergency operations, public safety needs, repairs, maintenance, or other governmental purposes. The City shall make reasonable efforts to coordinate with Lessee regarding any such restrictions or suspensions.

V. Remedies and Termination.

5.01 Default by Lessee. The occurrence of any one or more of the following shall constitute a default by Lessee under this Agreement:

(a) Failure of Lessee to comply with any material term, covenant, or condition of this Agreement;

(b) Use of the Premises for any unauthorized or unlawful purpose;

(c) Failure to maintain any insurance required under this Agreement;

(d) Abandonment of the Premises;

(e) Dissolution of Lessee, revocation or loss of Lessee's nonprofit corporate status, or cessation of Lessee's regular operations substantially consistent with the purposes contemplated by this Agreement; or

(f) Conduct by Lessee or its officers, members, employees, agents, volunteers, or invitees that materially interferes with municipal operations or creates an unreasonable threat to public safety or municipal property.

5.02 City Remedies. Upon the occurrence of a default by Lessee, the City may provide written notice specifying the nature of the default. Lessee shall have thirty (30) days after receipt of such notice to cure the default, provided that if the default cannot reasonably be cured within thirty (30) days, Lessee shall not be deemed in default so long as Lessee promptly commences cure efforts and diligently pursues completion thereof. Notwithstanding the foregoing, the City may immediately suspend Lessee's use of all or any portion of the Premises, or immediately terminate this Agreement, without any cure period, if the City determines in good faith that:

- (i) an emergency condition exists;
- (ii) Lessee's conduct presents an immediate threat to public health, safety, or welfare;
- (iii) continued use of the Premises creates an unreasonable risk of damage to municipal property; or
- (iv) Lessee is engaging in unlawful conduct on the Premises.

Upon an uncured default or termination, the City may exercise any rights or remedies available at law or in equity, including termination of this Agreement and recovery of possession of the Premises.

5.03 Default by City. In the event the City materially defaults under this Agreement and fails to cure such default within thirty (30) days after written notice from Lessee, Lessee may terminate this Agreement upon written notice to the City; provided, however, that Lessee's remedies shall be limited to termination of the Agreement and Lessee expressly waives any claim for consequential, punitive, or special damages against the City.

5.04 Termination for Convenience. Following the initial ten (10) year term, the City may terminate this Agreement for convenience upon not less than one hundred eighty (180) days' prior written notice to Lessee. During the initial term, the City may terminate this Agreement only for default, emergency governmental necessity, or mutual agreement of the Parties.

5.05 Surrender of Premises. Upon expiration or termination of this Agreement, Lessee shall peacefully surrender possession of the Premises to the City in reasonably clean condition, ordinary wear and tear excepted, and shall remove all personal property, vehicles, equipment, and materials belonging to Lessee. Any property remaining on the Premises more than thirty (30) days following termination may, at the City's option, be deemed abandoned.

5.06 Cumulative Remedies. Except as otherwise expressly provided herein, all rights and remedies set forth in this Agreement shall be cumulative and shall be in addition to any other rights or remedies available at law or in equity.

5.07 Survival. Any provisions of this Agreement which by their nature should survive termination or expiration of this Agreement, including indemnification obligations and accrued payment obligations, shall survive such termination or expiration.

VI. Insurance:

6.01 For the term of this Agreement, the Lessee shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Daphne as an additional insured, and shall attach to this Agreement, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- (1) General Liability Insurance - including premises/operations, products/completed operations, contractual liability, and personal injury liability coverage:

Bodily injury and Property Damage Liability:
\$1,000,000 each occurrence
\$2,000,000 general aggregate

- (2) Automobile Liability Insurance (covering owned, non-owned, and hired vehicles used in connection with Lessee's operations):

\$1,000,000 combined single limit per occurrence

- (3) Workers' Compensation Insurance:

Statutory limits as required under Alabama law, if applicable, together with employer's liability coverage in commercially reasonable amounts.

The City of Daphne, Alabama, its officials, officers, employees, and agents shall be named as additional insureds under the foregoing liability policies. All insurance required under this Agreement shall be maintained throughout the term of this Agreement and evidenced by certificates of insurance delivered to the City upon execution of this Agreement and upon renewal of applicable policies. Such policies shall provide that coverage may not be canceled or materially modified without at least thirty (30) days' prior written notice to the City.

6.02 Lessee shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this article. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits shall be grounds for

termination of this Agreement. All insurance limits are minimums. If the Lessee's policies contain higher limits, then City shall be entitled to coverage to the extent of such higher limits. The insurance requirements set forth herein are minimum requirements only and shall not limit the liability or obligations of Lessee under this Agreement.

6.03 The City assumes no responsibility for loss of or damage to Lessee's vehicles, trailers, rescue equipment, communications equipment, supplies, records, or other personal property located on or about the Premises, and Lessee hereby releases and discharges the City from any liability related thereto except to the extent caused by the willful misconduct of the City. Lessee acknowledges that the City is not providing security services for Lessee's property. The City recommends that Lessee maintain property and inland marine insurance sufficient to cover Lessee's personal property and operational equipment. Any property remaining on the Premises following termination of this Agreement may be handled by the City in accordance with Section 5.05 of this Agreement.

VII. Indemnification:

7.01 Indemnification. To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless the City of Daphne, Alabama, and its elected officials, officers, employees, agents, volunteers, and representatives (collectively, the "City Indemnified Parties") from and against any and all claims, demands, causes of action, suits, liabilities, losses, damages, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees and litigation expenses, arising out of or related to:

- (a) Lessee's use or occupancy of the Premises;
- (b) the acts or omissions of Lessee or its officers, directors, members, employees, agents, volunteers, contractors, invitees, or participants;
- (c) any operations, training activities, emergency-response activities, equipment, vehicles, or services conducted or maintained by or on behalf of Lessee; or
- (d) any breach of this Agreement by Lessee;

except to the extent caused by the gross negligence or willful misconduct of the City.

Lessee's obligations under this Section shall include the duty to defend the City Indemnified Parties upon written notice from the City using counsel reasonably acceptable to the City. The provisions of this Section shall survive expiration or termination of this Agreement. Nothing contained herein shall be construed as a waiver of any immunity, limitation of liability, damages cap, notice requirement, or other protection afforded to the City under Alabama law, all of which are expressly reserved. Likewise, nothing herein shall be construed as a waiver of any defenses or immunities otherwise available to Lessee under applicable law.

VIII. Notice:

8.01 All notices of termination, cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following addresses:

To the City:

City of Daphne
Office of the Mayor
1705 Main Street
Daphne, AL 36526

To the Lessee:

The Daphne Search and Rescue Unit, Inc.
[]
Daphne, AL 36526

IX. Miscellaneous:

9.01 Independent Entity. Lessee shall, in the performance of its operations and obligations under this Agreement, act solely as an independent entity and not as an agent, employee, partner, or joint venturer of the City. Nothing contained herein shall be construed to create any partnership, joint venture, employment relationship, or agency relationship between the Parties.

9.02 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties hereto and shall not create any rights in favor of any third party.

9.03 Non-Discrimination. Lessee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other classification protected by applicable law in connection with its use of the Premises or activities conducted thereon.

9.04 Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, discussions, understandings, and agreements, whether written or oral.

9.05 Amendments. This Agreement may be amended only by a written instrument approved by the City Council of the City of Daphne, Alabama and executed by authorized representatives of both Parties.

9.06 Severability. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, provided the essential purposes of this Agreement are not materially impaired.

9.07 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Venue for any action arising out

of or relating to this Agreement shall lie exclusively in the Circuit Court of Baldwin County, Alabama, or such other court of competent jurisdiction located in Baldwin County, Alabama.

9.08 Waiver. No waiver by either Party of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default. Any waiver must be in writing and signed by the Party against whom enforcement is sought.

9.09 Force Majeure. Neither Party shall be deemed in default under this Agreement for delays or failures in performance resulting from acts beyond the reasonable control of such Party, including acts of God, severe weather events, natural disasters, war, terrorism, civil unrest, epidemics, labor disputes, governmental orders, or other similar causes; provided, however, that this provision shall not excuse Lessee's insurance obligations or obligations relating to the protection and surrender of the Premises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year written below.

CITY OF DAPHNE, ALABAMA

Date: _____

BY _____
Robin LeJeune, Mayor

ATTEST:

BY _____
Cindy Beaudreau, City Clerk

THE DAPHNE SEARCH AND RESCUE UNIT, INC.

Date: _____

BY _____
Its Authorized Agent

Name: _____

Title: _____

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I HEREBY CERTIFY that on this _____ day of _____, 2026, before me, the subscriber, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE DAPHNE SEARCH AND RESCUE UNIT, INC., whose name is signed to the foregoing instrument as Lessee, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document, he, with full authority, executed the same voluntarily on the day the same bears date for and as the act of THE DAPHNE SEARCH AND RESCUE UNIT, INC.

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

Notary Public

(SEAL)

My Commission Expires: _____

EXHIBIT A

The Premises

[insert depiction of the Premises]

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: June 29, 2026
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development
SUBJECT: Planning Commission Minutes and Report

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of the May 28, 2026 and the report of the regular meeting of June 25, 2026 for placement on the July 6, 2026 City Council agenda for review.

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

ADJ/jv

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

Call to Order:

John Peterson, The Acting Chairman, called the regular meeting of the City of Daphne Planning Commission to order at 5:01 p.m. The number of members present constitutes a quorum.

Call of Roll:

Members Present:

Kevin Spriggs, Secretary
Bobby Purvis
Ida Ross Hicks
John Peterson, Vice Chairman - The Acting Chairman
Steve Olen
Richard Johnson

Staff Present:

Adrienne Jones, AICP, Director of Community Development
Jan Allen, Planning Coordinator
Patrick Dungan, Attorney
Troy Strunk, Executive Director, City Development
Andy Bobe, City Engineer
Jesi Ward, Environmental Programs Manager

Approval of Minutes:

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

The Chairman asked for input regarding the April 23, 2026 regular meeting minutes presented by staff. There being none, minutes stand approved as submitted.

Public Participation:

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

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

The Chairman closed public participation after no one came forward to speak.

Old Business:

The Chairman called for the next order of business: The Retreat at Daphne Site Plan Review PUD, formerly referred to as the Sanctuary.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

An introductory presentation was given by the agent, Nolan Franz. He provided a summary of the site plan review as presented on the meeting agenda and advised the staff comments regarding stormwater detention have been addressed.

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

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

A motion was made by Mr. Olen and seconded by Mr. Spriggs to approve the site plan for The Retreat at Daphne PUD, formerly referred to as the Sanctuary. There was no discussion on the motion. The motion carried unanimously.

The Chairman called for the next order of business: Italian Village of Daphne Site Plan Review.

An introductory presentation was given by the agent, Charlie Trotman. He provided a summary of the site plan as presented on the meeting agenda and advised that staff comments have been addressed.

Mr. Olen asked about the status of the approval of ALDOT. Mr. Trotman stated there are still unresolved issues regarding traffic concerns and further discussion warrants a second meeting.

The Chairman asked about staff comments. Mr. Bobe stated that the applicant must have an ALDOT permit prior to the issuance of a site disturbance permit.

Mr. Johnson questioned whether ALDOT entertained the possibility of signalization at the connection point on Alabama Highway 181. Mr. Trotman stated ALDOT said the installation of a traffic signal would be too close to the one at Alabama Highway 181 and County Road 64 and noted their opposition to a left turn from the site onto Alabama Highway 181.

Mr. Purvis asked about the final resolution regarding deceleration lanes on County Road 64. Mr. Bobe stated plan revisions have been provided to meet the requirements and to make one a right-in, right-out only.

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

A motion was made by Mr. Spriggs and seconded by Mrs. Hicks to approve the site plan for the Italian Village of Daphne contingent upon ALDOT permitting. There was no discussion on the motion. The motion carried unanimously.

New Business:

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

The Chairman called for the next order of business: JH Wright Request for a Waiver to the Sidewalk Requirement and Site Plan Review.

An introductory presentation was given by the agent, David Shumer. He provided a summary of the site plan review as presented on the meeting agenda.

Mr. Shumer advised that the owner has agreed to the installation of four hundred and seventy feet of sidewalk north of the YMCA and stated that staff comments have been addressed.

Mr. Johnson noted we are not granting a waiver but rather approving the relocation of the sidewalk.

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

A motion was made by Mr. Olen and seconded by Mr. Johnson to approve the relocation of four hundred and seventy feet of sidewalk as directed by the city. There was no discussion on the motion. The motion carried unanimously.

A motion was made by Mr. Olen and seconded by Mr. Spriggs to approve the site plan for JH Wright Warehouse. There was no discussion on the motion. The motion carried unanimously.

The Chairman called for the next order of business: Sabal at Fish River Master Plan Revision, Fish River II Preliminary/Final Plat, and Sabal at Fish River, Phase 1A Preliminary Plat Review.

An introductory presentation was given by the agent, Austin Lutz. He provided a summary of the associated applications as presented on the meeting agenda and requested approval of the revision to the master plan.

Mr. Johnson questioned what parameters are required to approve the subdivision plat.

Mr. Dungan advised an affirmative vote of not less than six members shall be required for the approval of a comprehensive plan, zoning amendment, annexation and preliminary subdivision plat.

The Chairman opened the floor for public hearing regarding the master plan and associated applications.

Susan Brackin, 12351 High Plains Drive, spoke in opposition, expressing concerns about the protection and preservation of Fish River.

Judy Naef, 12480 Daya Lane, spoke in opposition, expressing concerns about flooding, wildlife, pollution, environmental damage, and the long-term impact on Fish River.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal.

During rebuttal, Mr. Lutz questioned which applications require a supermajority. Mr. Dungan stated the second and third applications. Mr. Lutz requested to table the associated subdivision applications.

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

A motion was made by Mr. Spriggs and seconded by Mr. Olen to approve the master plan revision for the Sabal at Fish River. There was no discussion on the motion. The motion carried. Mr. Johnson dissented.

A motion was made by Mr. Spriggs and seconded by Mr. Olen to table East Fish River II to the regular meeting of June 25, 2026. There was no discussion on the motion. The motion carried unanimously.

A motion was made by Mr. Spriggs and seconded by Mr. Olen to table Sabal at Fish River, Phase 1A to the regular meeting of June 25, 2026. There was no discussion on the motion. The motion carried unanimously.

The Chairman called for the next order of business: James A. Conaway and Barbara Conaway Trust, Dated June 17, 2010, Pre-Zoning Amendment and Annexation Petition.

An introductory presentation was given by the agent, Kenneth White. He summarized the pre-zoning and annexation requests as presented on the agenda. He noted that prior to submission that he met with staff which recommended the zoning be consistent with the property to the east.

Mr. Spriggs asked about connectivity. Mr. White replied that the conceptual plan provided shows a connection to The Reserve of Daphne and County Road 54.

Mr. Johnson asked the minimum lot size required for this zoning designation. Mrs. Jones stated the minimum lot size for R-6(G) is five thousand square feet. Mr. Spriggs commented that the ordinance favors this type of development because it is a product that first-time homeowners can afford.

Mr. Olen pointed out that the adjacent properties are R-6(G), R-2 RSF and RA, and added that in no way requires us to approve the applications.

Mr. Spriggs questioned whether the applicant considered requesting a PUD and Mr. White responded that may be a consideration.

Mr. White stated in initial conversations, staff indicated this was the appropriate zoning designation according to the Comprehensive Plan.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal. Mr. White questioned whether this application requires a supermajority.

Mr. Dungan advised an affirmative vote of not less than six members shall be required for approval of a comprehensive plan, zoning amendment, annexation and preliminary subdivision plat.

Mr. Dungan stated that the City Council has the ultimate authority to grant or deny a pre-zoning amendment and/or annexation request.

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

Mr. Dungan advised that receiving an unfavorable recommendation at Planning Commission does not bar the applicant from resubmitting an application for pre-zoning; however, if the application is denied by the City Council, the applicant would be barred for one year from seeking the same zoning designation.

The Chairman questioned whether a motion in favor of the annexation changes the status of a pre-zoning. Mr. Dungan responded a petition for annexation is a stand-alone application, but if the annexation request was approved, the property would be annexed into the city as R-1.

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

A motion was made by Mr. Spriggs and seconded by Mr. Peterson to set forth a favorable recommendation to the City Council to pre-zone the subject property to R-6(G), Garden or Patio Home. There was no discussion on the motion. The motion failed due to the lack of a super majority vote of the Planning Commission. Six affirmative votes were needed. Three affirmative votes were cast and three dissentions. The three dissenting votes were Mr. Johnson, Mr. Purvis and Mr. Olen.

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

Mrs. Jones stated we have heard comments from the members that are not in favor of the application so it is only fair to hear from the members in favor of it. She commented that the requested zoning is compatible and harmonious with the property to the east and consistent with the Comprehensive Plan.

The Chairman stated that the zoning is consistent with that of The Reserve at Daphne Subdivision.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

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

An introductory presentation was given by the agent, David Kahalley. He summarized the rezoning request as presented on the meeting agenda. He stated a combination of small-scale office and residential use would be more consistent with the intent of the Daphne Overlay District.

Mr. Olen questioned what uses are permitted in a B-3 zone and whether a residential component is permitted. Mrs. Jones responded that professional business office, not retail sales, is permitted and commercially zoned property in the Olde Towne Daphne District allows for a mix of commercial and residential.

Mr. Kahalley stated the rezoning of this property does not introduce any new commercial zoning into the area but rather brings it into compliance with the Olde Towne Daphne District. He stated it fills the gap and creates a pedestrian oriented environment with a mix of different commercial and residential uses.

Mr. Johnson requested Mr. Olen to advise of his position on the rezoning. Mr. Olen commented that the residential character of the district should be preserved and should not be rezoned commercial.

Mr. Johnson questioned the recommended zoning designation of this property in the Comprehensive Plan. Mrs. Jones stated that the Comprehensive Plan allows for a commercial or transitional residential zoning.

Mr. Spriggs stated that the point of the Olde Towne Daphne District is to create a neighborhood where there are neighborhood businesses that generate tax revenue or afford a resident the opportunity to have a local business.

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

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal. Mr. Kahalley stated this would be the perfect location to put a real estate office with a living space upstairs which does not generate traffic.

The Chairman asked about the notification of adjacent property owners. Mrs. Jones stated the public was given proper notification twice by the placement of a sign on the property and certified mailings.

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

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

A motion was made by Mr. Spriggs and seconded by Mr. Purvis to set forth a favorable recommendation to the City Council to re-zone the subject property from R-2, Medium Density Single Family Residential, to B-3, Professional Business. There was no discussion on the motion. The motion failed due to the lack of a super majority vote of the Planning Commission. Six affirmative votes were needed. Five affirmative votes were cast and one dissention. The dissenting vote was Mr. Olen.

The Chairman called for the next order of business: Water Oaks Master Plan Review.

An introductory presentation was given by the agent, Jason Wooten. He provided a summary of the master plan review as presented on the meeting agenda and stated that staff recommended the presentation of a master plan to develop this site in phases.

The Chairman asked about the timeline for construction. Mr. Wooten advised that a time frame has not been established.

Mrs. Jones asked the agent to explain the purpose of the construction of the infrastructure on both lots. Mr. Wooten advised there is site work associated with each lot which requires the developer to begin construction at the same time.

Mr. Strunk questioned the function of the warehouse. Mr. Wooten stated it serves as a warehouse with minor office space.

Mr. Strunk questioned whether the use of the warehouse was by right. Mr. Wooten stated the site plan for Water Oaks was approved last year.

The Chairman stated this is not a mini warehouse and advised that it is simply an accessory building for storage.

Mr. Bobe advised that approval of a master plan would allow the owner to obtain a certificate of occupancy while the other building is under construction.

The Chairman commented that the approval of a master plan is only for the purpose of staging the construction.

Mr. Strunk asked Mrs. Jones for clarification regarding construction. Mrs. Jones responded the developer will construct the parking area, detention pond and warehouse and state that this site is similar to 7 Brew where the infrastructure and pad were constructed for future development.

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

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

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

A motion was made by Mr. Spriggs and seconded by Mr. Purvis to approve the master plan for Water Oaks. There was no discussion on the motion. The motion carried. Mr. Olen dissented.

The Chairman called for the next order of business: Haven at Daphne Modification to the Wetland Buffer Requirement.

An introductory presentation was given by the agent, Cathy Barnette. She provided a summary of the wetland buffer modification request as presented on the meeting agenda. She stated the applicant is seeking a waiver from Sections 18-3(d) and 18-4(b)(2) of the Land Use Ordinance and is seeking verification from the Corps of Engineers to fill in an isolated wetland, for which a permit is not required but noted that the Land Use Ordinance states that a wetland buffer is protected and must be maintained. She commented that the applicant is also seeking approval to build a constructed wetland for stormwater detention which is specifically prohibited by the ordinance.

The Chairman asked for clarification. He stated you can fill the wetlands, but you cannot disturb the thirty-foot wetland buffer. Mrs. Barnette responded that is correct.

The Chairman asked for staff comments.

Mrs. Ward stated that the language in the ordinance is consistent with protection of vulnerable areas in wetlands and coastal areas. She commented there has been ambiguity since the Sackett ruling, but it does not change the intent of the ordinance. She also stated that the agent has asked for a preliminary jurisdictional determination to fill in the wetlands, but the applicant must maintain the thirty-foot wetland buffer.

Mr. Johnson stated the grady pond could become a constructed wetland to treat stormwater and with the appropriate plant life become an amenity to the neighborhood; however, the wetland buffer language in our ordinance comes into play because there is an application for development coming forward. He stated we have the authority to grant relief to the wetland buffer requirement, but do not have the authority to approve the filing of a wetland although it may be non-jurisdictional.

Mr. Dungan commented the grady pond does meet the definition of a wetland in the City's ordinance and a wetland buffer or wetlands are protected whether they are jurisdictional or non-jurisdictional. He noted the definition of a wetland is determined by the soils, hydrology and hydrophytic vegetation.

The Chairman reiterated that the city does not have the authority to determine if wetlands are jurisdictional or non-jurisdictional.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of May 28, 2026
Council Chamber, City Hall - 5:00 P.M.**

Mr. Olen commented that the request to reduce the size of the wetlands and eliminate the wetland buffer is not in the best interest of the city and its citizens.

Mrs. Ward advised that she is in favor of a constructed wetland provided that the storage capacity is not reduced, the thirty-foot buffer is maintained, and an OPM is in place that will be followed during construction.

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

A motion was made by Mr. Spriggs and seconded by Mr. Peterson to waive the provision of Land Use Ordinance Section 18-3(d) and to allow a new constructed wetland with a thirty-foot perimeter buffer. There was no discussion on the motion. The motion carried. Mr. Olen dissented.

The Chairman called for the next order of business: attorney's report.

Mr. Dungan stated no report.

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

None presented.

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

None presented.

There being no further business, the meeting was adjourned at 7:10 p.m.

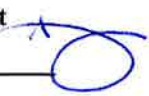
Respectfully submitted by:


Jan Allen, Planning Coordinator

Approved: June 25, 2026


Andrew Prescott, Chairman

**CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF JUNE 25, 2026
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Report 

1. **CALL TO ORDER:** 5:01 p.m.
2. **CALL OF ROLL:** Andrew Prescott, John Peterson, Kevin Spriggs, Bobby Purvis, Ida Ross Hicks and Lucy Watkins
3. **APPROVAL OF MINUTES:**

Review of minutes of the regular meeting of May 28, 2026 (**Approved**).
4. **PUBLIC PARTICIPATION:** Comments presented by citizens regarding Sabal at Fish River Subdivision (see minutes for details).
5. **OLD BUSINESS:**

A. **EAST FISH RIVER II PRELIMINARY/FINAL PLAT AND SABAL AT FISH RIVER, PHASE 1A PRELIMINARY PLAT REVIEW:**

1. **File SDPF26-01: (Approved)**

Subdivision: East Fish River II

Zoning: *PUD, Planned Unit Development*

Location: Five hundred feet northeast of the intersection of County Road 64 and Dixon Lane

Area: 510.16 Acres $\pm$, (3) lots

Owner: East Fish River, LLC - Richard Inge

Developer: Gaskin Banks - Todd Malphrus

Surveyor: Engineering Design Group - Michael Johnson

2. **File SDPF26-04: (Approved)**

Subdivision: Sabal at Fish River, Phase 1A

Zoning: *PUD, Planned Unit Development*

Location: Five hundred feet northeast of the intersection of County Road 64 and Dixon Lane

Area: 103 Acres $\pm$, 94 lots

Owner: East Fish River, LLC - Richard Inge

Developer: Gaskin Banks - Todd Malphrus

Surveyor: Engineering Design Group - Craig Johnson

Engineer: Engineering Design Group - Austin Lutz

6. **NEW BUSINESS:**

A. **PARADISO REQUEST FOR PLANNING COMMISSION APPROVAL OF A LOW-PRESSURE SEWER SYSTEM AND PRELIMINARY PLAT REVIEW:**

1. **File AP25-11: (Tabled to the regular meeting of July 23, 2026)**

Presentation to be given by Aaron Collins, Dewberry, to request Planning Commission Approval of a low-pressure sewer system in lieu of the approved gravity sewer system. Reference LUDO Section 11-13(a) (2).

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF JUNE 25, 2026
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

2. File SDP26-05: (Tabled to the regular meeting of July 23, 2026)

Subdivision: **Paradiso**

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

Location: Southwest of Main Street and Jackson Oak Drive

Area: 12.36 Acres $\pm$, 12 lots

Owner: C.T. Morgan, LLC - R. S. Morgan

Surveyor: Dewberry - Victor Germain

Agent: Dewberry - Aaron Collins

Engineer: Dewberry - Logan Dunn

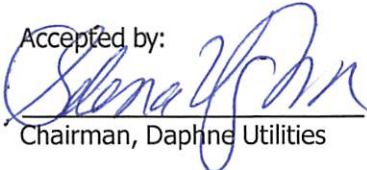
7. **ATTORNEY'S REPORT:** No report.

8. **COMMISSIONER'S COMMENTS:** The Chairman thanked the Bobby Purvis, Public Works Director, for his hard work in regard to the mosquitos.

9. **DIRECTOR'S COMMENTS:** Director presented the upcoming meeting dates. Site Preview is July 15th and the Regular Meeting is July 23, 2026.

10. **ADJOURNMENT:** 5:13 p.m.

Accepted by:


Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ May 27, 2026 ♦ 5:00 p.m.

I. Call to Order

The regular May 2026 Board meeting for the Utilities Board of the City of Daphne was held on May 27, 2026, in the Council Chambers at Daphne City Hall and called to order at 5:00 pm by Chairwoman Selena Vaughn, followed by the Roll Call:

II. Roll Call

Members Present: Selena Vaughn, Chairwoman
Billy Mayhand, Secretary/Treasurer
Mayor Robin LeJeune, Board Member

Members Absent: Tim Patton, Vice Chairman
Councilman Joel Coleman, Board Member

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

Others Absent: Jerry Speegle – Board Attorney

III. Pledge of Allegiance

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

IV. Approval of Minutes

Utilities Board Meeting Minutes April 29, 2026

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of April 29, 2026.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of April 29, 2026, would stand approved.

V. OLD BUSINESS –

A. None

VI. NEW BUSINESS –

- A. **Resolution 2026-03** to Adopt the Provision of Section 2 of Act 608 of the 2026 Regular Session of the Alabama Legislature regarding a One-Time Lump Sum Payment to Eligible Retirees and Beneficiaries of Deceased Retirees of Daphne Utilities. (Board Action: Motion to Adopt Resolution)

CEO/GM Scott Polk stated that if RSA determines that it is necessary or authorize it, then each independent organization under RSA has the choice to approve or deny their suggestion, in this case it is a .2% lump sum for inflation which would cost Daphne Utilities approximately \$8,200.00 to cover all our active retirees in the RSA system.

MOTION by Mayor Robin LeJeune to Adopt and Approve Resolution 2026-03 to Adopt the Provision of Section 2 of Act 608 of the 2026 Regular Session of the Alabama Legislature regarding a One-Time Lump Sum Payment to Eligible Retirees and Beneficiaries of Deceased Retirees of Daphne Utilities, the Motion was seconded by Mr. Billy Mayhand.

AYE: LeJeune, Mayhand, Vaughn NAY: ABSENT: Coleman, Patton ABSTAIN:

MOTION CARRIED

VII. BOARD ATTORNEY'S REPORT

Mrs. Holifield was delayed at this point in time in the meeting; follow-up to take place at her arrival.

VIII. FINANCIAL REPORT

Finance Manager Lexus Carlee highlighted for the Board: the revenue for the year is currently over annual projections; expenses reflected under projections; Truist money market account interest earnings rate will be raised after discussions took place with them; total net income for the year continued to show the insurance check received for the vac truck. She then detailed several checks written.

IX. GENERAL MANAGER'S REPORT

A. GM Report

CEO/GM Scott Polk reviewed and updated his submitted Project Updates for the Board: two of the six Notices to Proceed of the GOMESA grants for the bypass pumps were received with site work taking place at some of the locations; discussions continue with Krebs on the WRF plan update with plans to file a \$30-35 million SRF pre-application with ADEM for this plan with Volkert's assistance even though this would not commit Daphne Utilities to apply or accept the loan, but to get on the intended use plan; notices to proceed and contracts underway for the new well behind the Trojan plant; Efforts continue with Spanish Fort Water for the interconnect and positive feedback after meeting with representatives regarding data for DU sewer customers for billing; a second, deeper well produced quality water for the Daphmont area which could move forward with the proposed property swap with the City of Daphne, with the back half of Daphne Utilities' Plant #2 being negotiated with the City; continued meetings regarding the Paylocity switchover; water main completed in Old Town.

B. Operations Report

Chief Operations Officer Alex Godfrey advised the Board members of the Daphne Utilities Natural Gas annual PSC audit that resulted in a few minor violations of which actions have been currently undertaken to correct and he notified the Mayor of the likelihood that he would receive a letter stating such.

Samantha Coppels advised the Board members of: the high school summer interns starting day with Daphne Utilities; the distribution of the annual CCR; and the participation in a new event along with the City of Daphne and Baldwin County, America 250 Concert.

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

X. PUBLIC PARTICIPATION – At 5:12pm, Chairwoman Vaughn opened and closed Public Participation noting that there was no participation.

Attorney Jennifer Holifield arrived and offered to answer any questions the Board may have and confirmed the upcoming trial date of July 6th.

XI. BOARD ACTION – None.

XII. BOARD COMMENTS –

Mr. Billy Mayhand had no comment.

Mayor Robin LeJeune had no comment.

XII. ADJOURNMENT

With no additional comments, the Chairwoman Vaughn called for a motion to adjourn the meeting. Councilman Joel Coleman made the Motion to Adjourn. The meeting adjourned at 5:13 pm.

Preceding minutes submitted to the Daphne Utilities Board by:

Lori Wilson, Executive Assistant, Daphne Utilities

Lori Wilson



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260511112001094



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

State: \$150.00
\$150.00

County: \$75.00
\$75.00

Trade Name: ALDI 041

Filing Fee: \$100.00

Applicant: ALDI INC ALABAMA

Transfer Fee:

Location Address: 30947 MILL LANE DAPHNE, AL 36527

Mailing Address: 317 E CARSON STREET SUITE 333 PITTSBURGH, PA 15219

County: BALDWIN

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 212 001

Do you sell Draft Beer?: N/A

Date Incorporated: 09/06/2000

State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 09/06/2000

Federal Tax ID: 364402103

Alabama State Sales Tax ID: 390014877

Name: Title: Date and Place of Birth: Residence Address:

PHILIP JAMES BEATTIE B30067075217 - IL	ASSISTANT TREASURER	07/31/1975 ELKHART INDIANA	748 EVERGREEN LANE SUGAR GROVE, IL 60554
DAVID KARL BEHM B5017170045 - IL	PRESIDENT	02/14/1970 FT WAYNE INDIANA	209 S FAIRFIELD AVE ELMHURST, IL 60126

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260511112001094



Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JOSEPH BERKEBILE
Business Phone: 412-535-5105
Fax:

Home Phone: 412-535-5105
Cell Phone:
E-mail: JBERKEBILE@KRUGERHENRY.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260511112001094



If applicant is leasing the property, is a copy of the lease agreement attached? N/A

Name of Property owner/lessor and phone number: ALDI INC ALABAMA 814-341-1985

What is lessors primary business? NA

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

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

Building Dimensions Square Footage: 20463

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260511112001094



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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260511112001094



Initial each

☐ JB

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

☐ JB

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

☐ JB

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ JB

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ JB

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

☐ JB

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

☐ JB

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ JB

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ JB

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

Applicant Name (print):

Joseph Berkele

Notary Name (print):

Steven Everett

Signature of Applicant:

[Handwritten Signature]

Notary Signature:

[Handwritten Signature]

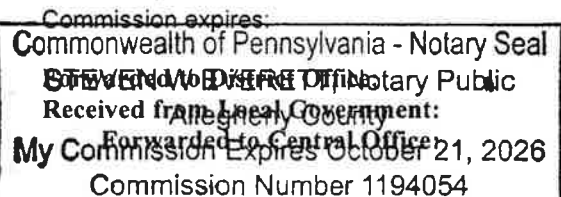
Application Taken:

App. Inv. Completed:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260511112001094



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

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

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

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

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

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: MULTIPLE 050 070 LICENSES THROUGHOUT THE STATE

Receipt Confirmation Page

Receipt Confirmation Number: 20260511112001094

Application Payment Confirmation Number: 118096668

Payment Summary	
Payment Item	Fee
Application Fee for License 050 and 070	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
050 - RETAIL BEER (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)

License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

License Type 3:

License Type 4:

License Type 5:

License Type 6:

License Type 7:

License Type 8:

License Type 9:

License Type 10:

License County: BALDWIN

Business Type: CORPORATION

Trade Name: ALDI 041

Applicant Name: ALDI INC ALABAMA

Location Address: 30947 MILL LANE
DAPHNE , AL 36527

Mailing Address: 317 E CARSON STREET SUITE 333
PITTSBURGH, PA 15219

Contact Person: JOSEPH BERKEBILE

Contact Home Phone: 412-535-5105

Contact Business Phone: 412-535-5105

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: LIQUOR COUNSEL

CASE NO. 2026-14

DATE RECEIVED BY REVENUE DIV. 6/10/26 CAC
DATE FORWARDED TO POLICE DEPT 6/10/26 CAC
DATE RECEIVED BY POLICE DEPT 6/10/2026 ICRF

DATE 6/10/26 APPROVED AC 1142 DISAPPROVED _____

POLICE DEPT SIGNATURE [Signature]

DATE RETURNED TO REVENUE DIV. 6/10/2026 ICRF
DATE FORWARDED TO CITY CLERK 6/10/26 CAC
DATE RECEIVED BY CITY CLERK 6/10/26 JL
SCHEDULED DATE ON AGENDA _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

Rescheduled for Council Agenda Date: _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

DATE RETURNED TO REVENUE DIV.: _____

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



City of Daphne Event Permit Application

TYPE OF PERMIT:

- ☒ Special Event/Fundraiser ☐ Parade/Run (Streets Use) ☐ Walk (Sidewalks Only)
☐ Athletic Complex/Sporting Event ☐ Other: _____

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Austin Sidwell for Congress
APPLICANT NAME: Shawn Copper Durham
STREET: 404 Circle Dr. CITY, STATE, ZIP: Fairhope, AL, 36532
CONTACT PHONE: 251-413-1019 EMAIL: durhamcopper@gmail.com
"ON SITE" CONTACT PERSON DAY OF EVENT: Shawn Copper Durham
CELL PHONE: 251-413-1019 EMAIL: durhamcopper@gmail.com

EVENT INFORMATION

EVENT NAME: Austin Sidwell for Congress Presents: Bayside Family Fest
TYPE OF/PURPOSE OF EVENT: Fundraiser
EVENT DATE: 07-18-2026 TIME (START- END): 3:00 pm - 7:00 pm
ASSEMBLY TIME: 10 am - 3:00 pm # PARTICIPANTS/VEHICLES: 300 - 1200
EVENT LOCATION: W.O. Lott Park
FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): 4-8 food trucks, 20-40 vendor tents. May use port-o-let.
May use portable stage.

SPECIAL REQUESTS

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

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

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

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

OTHER SPECIAL ITEMS FOR RENT:

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

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

OTHER SPECIAL REQUESTS: _____

MARKETING & COMMUNICATIONS

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

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

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

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

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

NAME: Jakob Bagwell CONTACT PHONE: 662-420-9512

OTHER MARKETING REQUESTS: Signs & Banners.

REVENUE/BUSINESS LICENSE

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

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

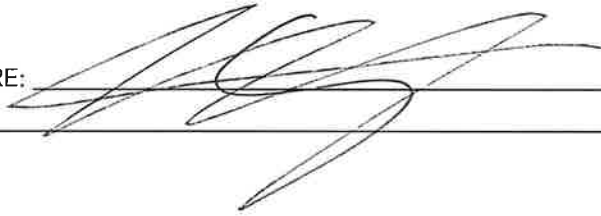
INDEMNITY & HOLD HARMLESS AGREEMENT

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

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

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

APPLICANT SIGNATURE:



DATE: 06-23-2020

INTERNAL USE ONLY

DATE REC'D: 6-23-2020

CITY CLERK: Cindy Brundage

FIRE DEPT: L. T. Orr

APPROVED ROUTE:

POLICE DEPT: J. H. Smith

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: Bobby Curran

SPORTS & RECREATION: CMU

EVENT FEE: ☐ Paid \$ ☐ Waived: ☐ Yes ☐ No

MARKETING & EVENTS: Angie Baggett

** REVENUE:

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Minimum receptacle specifications.*

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

(d) ...

SECTION 4. SEVERABILITY

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

SECTION 5. SURVIVAL AND REPEALER

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

SECTION 6. EFFECTIVE DATE

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

ADOPTED AND APPROVED on this ____ day of _____, 2026.

Robin LeJeune, Mayor

ATTEST:

Cindy Beaudreau, City Clerk

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

**AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE
ACCEPTANCE AND PROCESSING OF CERTAIN APPLICATIONS FOR MULTI-
FAMILY, GARDEN APARTMENT DEVELOPMENT PENDING COMPREHENSIVE
REVISIONS TO THE CITY'S LAND USE AND DEVELOPMENT ORDINANCE**

WHEREAS, the City of Daphne is currently engaged in a comprehensive review and overhaul of its Land Use and Development Ordinance ("LUDO"), including provisions relating to zoning classifications, development standards, density, infrastructure impacts, stormwater management, and compatibility of land uses;

WHEREAS, the City Council has determined that the existing provisions of the LUDO applicable to apartment development may require substantial revision as part of that ongoing process;

WHEREAS, the City Council finds that the acceptance and processing of new applications for apartment developments during the pendency of the LUDO overhaul could result in projects being reviewed under standards that are likely to be materially revised in the near future;

WHEREAS, the City Council further finds that a temporary moratorium of limited duration and scope is necessary to allow the City sufficient time to complete and consider such revisions in an orderly manner and to protect the public health, safety, and general welfare;

WHEREAS, the City Council intends for this moratorium to be limited to new apartment developments and not to interfere with previously approved developments or other residential housing types authorized under the LUDO; and

WHEREAS, the City Council finds that this temporary moratorium is a reasonable and narrowly tailored measure intended to preserve the status quo while the City completes its ongoing planning and ordinance revision efforts.

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

1. **Temporary Moratorium.** Effective immediately upon adoption of this Ordinance, the City shall not accept, process, or approve any application for rezoning, pre-zoning, site plan approval, master plan approval, planned development approval, or other development approval for any new apartment development within the corporate limits of the City of Daphne. For purposes of this Ordinance, "apartment development" means a residential development classified as a "Multi-Family, Garden Apartment" development as defined in the LUDO, including such developments proposed within the R-7(A) Apartment District, R-4 High Density Single & High Density Multi-Family Residential District, and any Planned Unit Development (PUD) containing a Multi-Family, Garden Apartment component. This Ordinance shall not apply to townhomes, duplexes, condominiums, single-family detached dwellings, or other residential development types that are not classified as apartment developments under the LUDO.

2. **Exemptions.** This moratorium shall not apply to:

(a) applications determined by the City to be complete and accepted for review prior to the effective date of this Ordinance;

(b) applications currently pending before the Planning Commission or City Council as of the effective date of this Ordinance;

(c) developments for which final site plan approval has already been granted prior to the effective date of this Ordinance; or

(d) any Planned Unit Development that, prior to the effective date of this Ordinance, has received approval of its PUD zoning and master development plan, including any future site plan application, amendment, or phase that is substantially consistent with the previously approved PUD and master development plan.

3. **Effective Period.** The moratorium shall be effective immediately upon adoption and publication as required by law and shall remain in effect for a period of one hundred eighty (180) days unless sooner terminated or extended by action of the City Council.

4. **Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any provision of this Ordinance be pre-empted by State or Federal law or regulation, such decision of pre-emption shall not affect the validity of the remaining provisions of this Ordinance or its application to other persons or circumstances.

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

Robin LeJeune, Mayor

ATTEST:

Cindy Beaudreau, City Clerk

**CITY OF DAPHNE
ORDINANCE 2026-21**

FIRE PREVENTION CODE FOR THE CITY OF DAPHNE

AN ORDINANCE TO REPEAL ORDINANCE NO. 2019-33 AND ADOPT THE 2024
INTERNATIONAL FIRE CODE WITH AMENDMENTS THERETO FOR THE CITY OF
DAPHNE, ALABAMA.

WHEREAS, the 2024 edition of the International Fire Code, including Appendix Chapters A, B, C, D, E, F, H, I, and N copyrighted by the International Code Council, with amendments thereto, has heretofore been on file in the Office of the City Clerk of the City of Daphne, Alabama; and

WHEREAS, the City Council of the City of Daphne has determined that it is in the best interest of the health, safety, and welfare of its citizens to adopt the 2024 edition of the International Fire Code, as amended herein.

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

SECTION 1. ADOPTION OF THE INTERNATIONAL FIRE CODE, EDITION 2018

Section 101.1 shall be deleted in its entirety and replaced with the following:

A. 101.1 Title. These regulations shall be known as the Fire Code of the City of Daphne, hereinafter referred to as “this code.”

B. Section 103.1 shall be deleted in its entirety and replaced with the following:

103.1 Creation of Agency. The City of Daphne Bureau of Fire Prevention is hereby created, and the person in charge shall be known in this Code as the Fire Code Official, who shall be the Fire Marshal of the City of Daphne. The function of the department shall be the implementation, administration, and enforcement of the provisions of this code and amendments.

C. Section 103.2 Appointment of the Fire Code Official shall be deleted in its entirety.

D. Section 105.1.2.2 insert “Unauthorized work.”

- 1) Where work for which a permit is required by this code commences prior to obtaining said permit, the permit fee herein specified shall be doubled plus \$100.”

E. Section 113.4 shall be deleted in its entirety and replaced with the following:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters, repairs, or does work in violation of the approved construction documents or any directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Fire Code Violation,

punishable by a fine as determined by the Municipal Court Judge or by imprisonment as determined by the Municipal Court Judge, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

F. Section 114.4 shall be deleted in its entirety and replaced with the following:

114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable and subject to penalties as determined by the Municipal Court Judge.

G. Section 307.2 shall be deleted in its entirety and replaced with the following:

307.2 Permit required. A permit shall be obtained from the Bureau of Fire Prevention in accordance with section 105.5 prior to kindling a fire for recognized silvicultural or range wildlife management practices, prevention or control of disease or pests, bonfires, and open burning. Application for such approval shall only be presented by a permit issued to the owner of the land on which the fire is to be kindled.

H. Section 505.1 shall be deleted in its entirety and replaced with the following:

505.1 Address identification. New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 5 inches high with a maximum stroke width of ½ inch. Where required by the *fire code official*, address identification shall be provided in additional *approved* locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

I. Section 506.1 shall be deleted in its entirety and replaced with the following:

506.1 Key boxes. Key boxes shall be installed in all buildings having two or more units/suites, or having an automatic fire sprinkler system, fire alarm system or any alarm that generates a fire department response. The Fire Code Official shall also have the authority to require a key box to be installed in an accessible location where access to or within a structure or area is difficult because of security. The key box shall be of and approved type and shall contain keys to gain necessary access as required by the Fire Code Official.

J. Section 507.5.1.1 shall be deleted in its entirety and replaced with the following:

507.5.1.1 Hydrant for fire sprinkler systems and standpipe Systems. Buildings equipped with a standpipe or fire sprinkler system installed in accordance with Chapter 9 shall have a fire hydrant within 100 feet of the FDC (fire department connection).

K. Add Section 901.2.1.1 Permit application requirements. All sprinkler and fire alarm design drawings submitted to the fire department for review shall abide by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors' fire protection position statement. NICET certification does not replace the requirement for professional licensure. The designing of fire protection and detection systems is engineering and, as such, must be designed by or under the direct supervision of professional engineers qualified to design fire protection and detection systems. Only fire protection and detection designs that have been signed and sealed by a qualified Alabama licensed professional engineer shall be approved for construction."

L. Add Section 901.2.1.2 Contractor qualification requirements. Copies of applicable permits, certifications, current Daphne Business License and a current one million dollar (\$1,000,000) general liability insurance policy with the City of Daphne listed as a certificate holder, P.O. Box 400, Daphne, AL 36526 shall be submitted to the Fire Marshal for review.

1) Restaurant Fixed Extinguishing Systems:

- The qualifier must possess manufacturer certification (which restricts them to that manufacturer) and/or NAFED/ICC certification (which would allow them to be unrestricted and service, maintain, or install any system).

2) Sprinkler Systems:

- Must possess a current sprinkler permit through the Alabama State Fire Marshal's Office and applicable NICET certification.

3) Fire Alarm Systems:

- Must possess a fire alarm permit through the Alabama State Fire Marshal's Office and applicable NICET certification.

Must possess a minimum of NICET II to perform technician work, or work under the direct supervision of a NICET II.

4) Portable Fire Extinguishers:

- Current certificate of training on portable fire extinguishers in compliance with NFPA 10."

M. Section 905.3.1 shall be deleted in its entirety and replaced with the following:

905.3.1 Building height. Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access. A class I, Manual Wet, standpipe system shall be installed in a building where the floor level of the highest story is located more than 20 feet above the lowest level of the fire department vehicle access.

N. Section D107.1 shall be deleted in its entirety and replaced with the following:

D107.1 One- or two-family dwelling residential developments. It is recommended that developments of one- or two-family dwellings where the number of dwelling units exceeds 30, be provided with two separate and approved fire apparatus access roads.

SECTION 2: ORDINANCES REPEALED

Ordinance 2019-33 shall be repealed in its entirety and replaced with the provisions of this Ordinance. All other ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be invalid or unenforceable for any reason, such holding shall not in any way affect the remaining portions hereof, which shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

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

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

Robin LeJeune, Mayor

ATTEST:

Cindy Beaudreau, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE NO: 2026-22**

**AN ORDINANCE AMENDING ORDINANCE NO. 2019-25, AS PREVIOUSLY
AMENDED BY ORDINANCE NO. 2021-51, RELATING TO THE ADOPTION OF
CERTAIN TECHNICAL CODES BY REFERENCE**

WHEREAS, the City Council of the City of Daphne (the “City”) desires to promote the health, safety, and welfare of the citizens of the City by establishing uniform rules and regulations for the construction, alteration, repair, use, and occupancy of buildings and structures within the City; and

WHEREAS, the City Council previously adopted certain technical codes by reference pursuant to Ordinance No. 2019-25, as amended by Ordinance No. 2021-51; and

WHEREAS, the International Code Council and other applicable code organizations have adopted updated editions of certain technical codes; and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the most current editions of such technical codes and to revise certain local amendments and supplemental requirements applicable within the City; and

WHEREAS, the City Council desires to amend Ordinance No. 2019-25 to adopt updated technical codes and local amendments while leaving the Building Permit Fee Schedule and Re-Inspection Fees adopted pursuant to Ordinance No. 2021-51 unchanged;

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

SECTION 1: AMENDMENT OF SECTION I OF ORDINANCE NO. 2019-25

Section I of Ordinance No. 2019-25, entitled “Technical Codes Adopted by Reference,” is hereby repealed in its entirety and replaced with the following:

SECTION 1: TECHNICAL CODES ADOPTED BY REFERENCE

- (a) For the purpose of establishing uniform rules and regulations governing the construction, alteration, repair, use, and occupancy of buildings and structures within the City of Daphne, the City Council hereby adopts by reference, from the date this Ordinance becomes effective, the provisions thereof and subsequent amendments thereto as permitted by law, the following technical codes:
1. International Building Code, 2024 Edition, with amendments;
 2. International Residential Code, 2024 Edition, with amendments;
 3. International Mechanical Code, 2024 Edition;
 4. International Plumbing Code, 2024 Edition, with amendments;
 5. International Fuel Gas Code, 2024 Edition;
 6. International Swimming Pool and Spa Code, 2024 Edition;

7. International Energy Conservation Code, 2015 Edition, as adopted and amended by the State of Alabama;
8. International Wildland-Urban Interface Code, 2024 Edition;
9. National Electrical Code, 2023 Edition, with amendments; and
10. City of Daphne Supplemental Code and Local Amendments, attached hereto as **Appendix A** and incorporated herein by reference.

- (b) The above-referenced technical codes are hereby adopted as the Building Code of the City of Daphne and shall govern the construction, alteration, repair, use, and occupancy of buildings and structures within the corporate limits of the City of Daphne.
- (c) Copies of the above-referenced technical codes shall be maintained in the office of the City Clerk as required by law.

SECTION II: REPLACEMENT OF APPENDIX A

Appendix A to Ordinance No. 2019-25, entitled “City of Daphne Supplemental Code and Local Amendments,” is hereby repealed in its entirety and replaced with the document attached hereto as **Appendix A**, entitled “City of Daphne Supplemental Code and Local Amendments to the 2024 International Code Cycle.”

The Appendix A attached to and made a part of this Ordinance shall constitute the official local amendments, supplemental requirements, and administrative provisions applicable to the technical codes adopted by the City of Daphne pursuant to Section I of Ordinance No. 2019-25, as amended.

In the event of a conflict between the provisions of the technical codes adopted by reference and the provisions of Appendix A, the provisions of Appendix A shall control to the extent permitted by law.

SECTION III: CONTINUING EFFECT OF EXISTING FEE PROVISIONS AND OTHER PROVISIONS

The Building Permit Fee Schedule, Re-Inspection Fees, Building Valuation Data Table, and all other fee-related provisions adopted pursuant to Ordinance No. 2021-51 shall remain unchanged and in full force and effect. Except as expressly amended by this Ordinance, all provisions of Ordinance No. 2019-25, as amended by Ordinance No. 2021-51, shall remain in full force and effect.

SECTION IV: REPEALER

Any Ordinance heretofore adopted by the Council, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION VI: SEVERABILITY

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

SECTION VII: EFFECTIVE DATE AND TRANSITION

This Ordinance shall be in full force and effect upon its adoption and publication as required by law. Notwithstanding the foregoing, for a period of one hundred eighty (180) days following the effective date of this Ordinance, the Building Official may accept permit applications and construction documents prepared in compliance with the technical codes previously adopted by the City prior to the adoption of this Ordinance.

Permit applications submitted during such transition period may be reviewed and approved under the previously adopted codes, provided the application is complete and complies with all other applicable requirements. Upon expiration of the transition period, all permit applications shall comply with the technical codes and amendments adopted by this Ordinance.

The Building Official is authorized to establish reasonable administrative procedures for implementation of this transition period and to resolve conflicts arising from projects designed under the previously adopted codes.

APPROVED AND ADOPTED THIS ____ DAY OF _____, 2026.

Robin LeJeune, Mayor

ATTEST:

Cindy Beaudreau, City Clerk

APPENDIX A
CITY OF DAPHNE
LOCAL CODE AMENDMENTS AND SUPPLEMENTAL REQUIREMENTS

Local Code Amendments

2024 International Building Code (IBC):

1. Amend Section 104.7 (*Official records*) to state: “The building official shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained as per Alabama State Law.”
2. Amend Section 1202.3 (*Unvented attic and unvented enclosed rafter assemblies*) to remove Condition 5.2 in its entirety.
3. Amend Section 1609.3 (*Basic design wind speed*) to state: “The basic wind speed, V, in mph, for the determination of the wind loads shall be determined by the ASCE Hazard Tool website <https://ascehazardtool.org/>.”
4. Amend Section 2402.1 (*Glazing Replacement. General*) to state: “The installation of replacement glass shall meet or exceed the ratings of the existing glass being replaced.”
5. Amend Section 2902.1 (*Minimum number of fixtures*) to include, “Minimum fixture requirements may be altered upon approval of the Building Official”.
6. Amend Section 2902.2 (*Separate facilities*) to remove Exception 5 and Exception 6 in their entirety.
7. Adopt Appendix P, *Sleeping Lofts*

2024 International Residential Code (IRC):

1. Amend Section R104.7 (*Official records*) to state: “The building official shall keep official records as required by Sections R104.7.1 through R104.7.5. Such official records shall be retained as per Alabama State Law.”
2. Amend Section 105.2 (*Work Exempt from Permit*) Exemption 1 to replace “200 square feet (18.52 m²) with “400 square feet (37.04 m²)”.
3. Amend Section 105.2 (*Work Exempt from Permit*) Exemption 2 to state: “Fences made of chain-link, wrought iron, wood, or other similar material that is less than 7 feet tall.”
4. Amend Section 105.2 (*Work Exempt from Permit*) Exemption 10 to replace “200 square feet (18.52 m²) with “400 square feet (37.04 m²)”.
5. Amend Section R301.2.1 (*Wind design criteria*) to state: “Buildings and portions thereof shall be constructed in accordance with the wind provisions of this code using the ASCE Hazard Tool website <https://ascehazardtool.org/>.”
6. Remove Section R309.2 (*Automatic Sprinkler Systems*) in its entirety.

7. Amend Section P2503.4 (*Building sewer testing*) to replace “10-foot (3048 mm) head of water” with “5-foot (1524 mm) head of water”.
8. Amend Section P2503.5.1 (*Rough plumbing*) item 1 (*Water test*) to replace “not less than 10-feet (3048 mm) above highest fitting connection” with “not less than 5-feet (1524 mm) above highest fitting connection”.
9. Remove Section P2503.6 (*Shower liner test*) in its entirety.
10. Remove Section E3901.4.2 (*Island and peninsular countertops and work surfaces*) and Section E3901.4.3 (*Receptacle outlet location*) in their entirety and replace with the requirements of the 2018 International Residential Code (IRC) Sections E3901.4.2 (*Island countertop spaces*), E3901.4.3 (*Peninsular countertop space*), and E3901.4.5 (*Receptacle outlet location*).
11. Amend Section E3902.12 (Specific appliance outlet) to remove item 5,6,7 and 8.
12. Amend Section E3902.14 (*Outdoor outlets*) to remove the following sentence from Exception 3: “This exception shall expire September 1, 2026. [210.8(F)]”
13. Adopt Appendix BB, *Tiny Houses*
14. Adopt Appendix BD, *Home Day Care Occupancy*
15. Adopt Appendix BF, *Patio Covers*

2024 International Plumbing Code (IPC):

1. Amend Section 312.2 (*Drainage and vent water test*) to replace all sections that state “10-foot (3048 mm) head of water” or “10-feet (3048 mm) head of water” with “5-foot (1524 mm) head of water” or “5-feet (1524 mm) head of water”.
2. Remove Section 312.10 (*Shower liner test*) in its entirety.
3. Amend Section 403.1 (*Minimum number of fixtures*) to include, “Minimum fixture requirements may be altered upon approval of the Building Official”.
4. Amend Section 403.2 (*Separate facilities*) to remove Exception 5 and Exception 6 in their entirety.

2023 National Electrical Code (NEC):

1. Amend Section 210.8(D) (Specific appliance) to remove items 1,4,8,9, and 11.
2. Remove Section 210.52(C)(2) (*Island and Peninsular Countertops and Work Surfaces*) in its entirety and replace with the requirements of the 2017 National Electrical Code (NEC) Section 210.52(C)(2) (*Island Countertop Spaces*).
3. Amend Section 210.8(F) (*Outdoor outlets*) to remove the following sentence from Exception 2: “This exception shall expire September 1, 2026.”

Supplemental Requirements

The provisions of these modifications are intended to complement the locally adopted codes and amendments. The elements of design not addressed by the provisions of these modifications shall be in accordance with the locally adopted codes.

ADMINISTRATIVE

1. Submittal documents- Construction documents, special inspections, structural observation program, test results, receipts and all other data shall be submitted digitally through the online permitting portal.
2. The basic wind speed, V , in mph, for the determination of the wind loads shall be determined by the ASCE Hazard Tool website <https://ascehazardtool.org/>.
3. All Residential rough-in inspections (framing, mechanical, electrical, and plumbing) shall be scheduled as a 4-way inspection by the contractor responsible for construction. Email all inspection request to Buildinginspections@Daphneal.com

STRUCTURAL

1. All new construction and alterations shall require structural plans that have been prepared, signed, dated, and stamped by a design professional who is licensed by the State of Alabama.
2. Trusses manufactured in states other than Alabama may be approved at the Building Official's discretion.
3. Windows must have a minimum rating of DP50 or PG50 unless approved by the engineer of record and Building Official.
4. The installation of replacement doors, windows, or glass must meet or exceed the existing performance ratings.
5. Engineered plans for non-habitable residential accessory structures may not be required at the Building Official's discretion.
6. Any structural design that integrates into an existing habitable residential structure (such as roof decking, rafters, trusses, or top plate) shall require structural plans that have been prepared, signed, dated, and stamped by a design professional who is licensed by the State of Alabama.
7. When insulation is required underneath a conditioned space to complete the structure's thermal envelope, closed cell foam or other approved methods shall be required.

ROOF COVERINGS

ASPHALT SHINGLES – REQUIREMENTS

Wind Speed	Shingle Testing Standard/Classification
130 mph or greater	ASTM D7158 Class H <u>or</u> ASTM D3161 Class F

1. *All roof coverings and underlayment shall be removed* (exception #9 and #10 below and exceptions from 2024 IRC Section 908.3) and any roof decking attached with staples or nailing pattern less than 6 inches on center (OC) edge and 6 inches OC intermediate shall be re-nailed with #8D ring shank nails to meet 6 inches OC edge and intermediate.
2. Asphalt shingles shall be installed according to the manufacturer's installation instructions for High Wind Areas with a minimum of 6 nails.
3. All asphalt shingle roof covering underlayment shall be of a synthetic tear resistant polypropylene, polyester or fiberglass fabric certified by an approved testing agency or ICC-ES report. The Building Official may approve an equal or higher performing product. Asphalt felt roofing underlayment shall not be installed as a roof covering underlayment.
 - Roof underlayment shall be installed and fastened in accordance with the manufacturer's installation instructions.
 - NOTE: Most manufacturers do not allow staples as an approved fastener or staple button caps
4. All aluminum/vinyl soffit covering shall be attached to minimum 7/16 OSB or plywood or minimum 2x2 wood supports 8-inch OC maximum.
5. Metal roof covering shall be installed per manufacturer's installation instructions for High Wind Zone minimum fastening requirements: Metal roof covering shall be fastened to roof assembly with a maximum 2-foot OC spacing of fasteners in the length dimensions of the panels. The minimum number of fasteners in width dimension of the panel shall be no less than 4 inches.
6. 1x4 or 2x4 wood purlins for attachment of metal roof coverings shall be a maximum of 2 feet OC. Wood purlins shall be nailed with a minimum of 2 deformed (i.e., spiral or ring shank) #16D nails into existing rafters at maximum of 24 inches OC.
7. Roof decks shall be nailed in accordance with the engineered drawings but no less than 6 inches OC maximum intermediate and edge, with minimum #8D irregular shank (i.e., ring shank or spiral) nails with full round heads. Staples are not permitted for fastening of the roof decking.
8. Roof deck seams shall be taped with a minimum 4-inch peel and stick tape meeting ASTM D-1970 or entire roof deck covered and sealed with peel and stick underlayment meeting ASTM D-1970 or closed cell foam meeting ASTM D-1622 may be applied underneath to each side of framing member and sheathing seams to achieve a sealed roof deck. Other

equal or greater methods may be approved by the Building Official.

9. Unfinished and temporary roof coverings shall not be allowed for more than 60 days without approval from the Building Official.

ENERGY

1. Attic: minimum insulation R-38 Wall: minimum insulation R-13 Floor: minimum insulation R-13
2. Batt insulation shall be cut neatly to fit around pipes and wires or be placed behind piping and wiring. Must staple securely to the face of the stud.
3. Air permeable insulation shall not be used as a sealing material.
4. Space between windows and door jams shall be sealed.
5. Corners, headers and sill plates shall be sealed.
6. Rim joist shall be insulated.
7. A continuous air barrier shall be installed in the building envelope. All breaks, joints and penetrations in the air barrier shall be sealed as per manufacturer instructions.
8. Access openings to un-conditioned spaces shall be insulated and sealed (weather stripping/gasket).
9. Building cavities shall not be used as ducts or plenums.
10. Programmable thermostats shall be installed.
11. A minimum of 75% of the lights used shall be of high efficiency.
12. Recessed lighting fixtures shall be sealed to be airtight.
13. U factor of 40 and SHGC of .25 minimum for windows.
14. At the time of rough inspection all penetrations to unconditioned areas must be sealed with caulking or expandable foam.

PLUMBING

1. Pex supply piping shall be inspected at a minimum pressure of 75 psi.
2. Copper and CPVC piping systems shall be inspected at street pressure or greater.
3. All bathtubs and showers shall be connected to the drain waste and vent system at time of top out inspection. **Exception:** Whirlpool and Garden tubs may be installed after top out inspection. The trap servicing the Whirlpool and Garden tub shall be installed at the time of inspection.

ELECTRICAL

1. All receptacles shall be supplied by a minimum #12 AWG and protected by a 20 Amp Circuit Breaker.

2. General Lighting, Smoke/Carbon Monoxide Alarms shall be allowed to be supplied by a minimum #14 AWG and protected by a 15 Amp Circuit Breaker.

FUEL GAS

1. Fuel Gas shall meet all requirement set forth by Daphne Utilities and the 2024 International Fuel Gas (IFC) code.
2. All Fuel Gas installations from the consumer side of the meter to the point of use shall be inspected by The City of Daphne and Daphne Utilities.

MODULAR HOMES

1. Plans stamped by the Alabama Manufactured Home Commission (AMHC) shall be required.
2. Modular Homes shall be certified by an Alabama Registered Engineer to meet adopted wind loads.
3. Foundation and/or anchorage plans are required and must be prepared, signed, dated, and stamped by a design professional who is licensed by the State of Alabama.
4. Modular Homes shall be installed as per the engineered installation instructions.
5. Modular Home installations require a Building permit and Electrical permit.
6. Modular Homes shall be required to have an Electrical service inspection prior to establishing electricity and a Final Building inspection prior to occupancy. Underground water, sewer and electrical conduit trenches must be inspected prior to covering.
7. In factory construction and components are not the responsibility of the City of Daphne Building Inspection Department.

[End of Appendix A]