

**CITY OF DAPHNE
CITY COUNCIL MEETING AGENDA
1705 MAIN STREET, DAPHNE, ALABAMA
SEPTEMBER 19, 2016
6:30 P.M.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**

INVOCATION / Officer Eric Helms

PLEDGE OF ALLEGIANCE

- 3. APPROVE MINUTES:** Council Meeting Minutes / September 6, 2016
Council Work Session Minutes / August 29, 2016

PUBLIC HEARINGS:

- 1.) Pre-Zoning:** James V. Roberts, as Conservator for Jeannette D. Lazzari
Location: Northeast of Edgewood Drive and CR 64
Present Zoning: RA, Rural Agricultural, Baldwin County District 15, in Extraterritorial Planning Jurisdiction
Requested Zoning: PUD, Planned Unit Development, City of Daphne
Recommendation: Unanimous favorable recommendation with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development, and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review, and consideration of future traffic improvements in this area

- 2.) Annexation:** James V. Roberts, as Conservator for Jeannette D. Lazzari
Location: Northeast of Edgewood Drive and CR 64
Recommendation: Unanimous favorable recommendation with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development, and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review, and consideration of future traffic improvements in this area

4. REPORTS OF STANDING COMMITTEES:

A. FINANCE COMMITTEE – Fry
Review minutes / September 12th

1. Resolutions:

- a. Bid Award: 2016-Q-Sanitary Sewer Project Materials / Piping Materials / Ferguson Enterprises, Inc. **Resolution 2016-67**

- b. Property Donation / Point Clear Ridge, LLC Property for the ADEM 319 Grant / **Resolution 2016-68**

- c. Property Donation / Tyler Prescott Property for the ADEM 319 Grant / **Resolution 2016-69**

2. MOTIONS:

- a. For the BID: 2016- R-SANITARY SEWER PROJECT MATERIALS: BRASS FITTINGS to be placed on the October 3, 2016 Council Agenda for consideration of award so brass fittings can be ordered and delivered with the piping materials

- b.) To recommend to Council to reject the 2016-P-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL bid and rebid to obtain a more competitive bid.

3. Financial Reports:

- ❖ Treasurers Report / August 2016
- ❖ Sales & Use Tax Collections / July 2016
- ❖ Lodging Tax Collections / July 2016

B. BUILDINGS & PROPERTY COMMITTEE - Lake
Review minutes / September 6th

C. PUBLIC SAFETY - Conaway

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Scott

E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY – LeJeune

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones
Review minutes / February 4th

B. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway

C. INDUSTRIAL DEVELOPMENT BOARD – Phillips
Review minutes / August 22nd

Review Special Called meeting minutes / August 29th

D. LIBRARY BOARD – Lake

E. PLANNING COMMISSION – Scott

F. RECREATION BOARD / LeJeune

G. UTILITY BOARD – Fry

6. MAYOR’S REPORT

7. CITY ATTORNEY’S REPORT

- a. Request Attorney Generals Opinion / May City Gurantee a Loan for the Daphne Strike Club / **Resolution 2016-70**
- b. Bertola Property Donation
- c. Marina Lease
- d. Cal Ripkin MOU

8. DEPARTMENT HEAD’S REPORT

9. CITY CLERK’S REPORT

- a. ABC License / Kathys Package Store / 011-Lounge Retail Liquor – Class II (Package) (*New Owner / Transfer*)

- b. Reappoint City Prosecutor Jim Scroggins / 3 Year Term / October 1, 2016 – September 30, 2019
- c. Events Permit / Daphne High Cross Country / Invitational Meet / September 24, 2016 (8th Run)
- d. Veto of Resolution 2016-62 / Franchise Fee for Private Haulers

10. PUBLIC PARTICIPATION

11. RESOLUTIONS AND ORDINANCES:

RESOLUTIONS:

- a.) **Resolution 2016-65.**.....Declaring Certain Property Surplus and Authorizing the Mayor to Dispose of Such Property
- b.) **Resolution 2016-66.**.....Authorizing the Execution of an Agreement Concerning a Transportation Planning Process for the Eastern Shore Urbanized Area (*From the MPO*)
- c.) **Resolution 2016-67.**.....Bid Award: Sanitary Sewer Projects: Sanitary Sewer Piping & Materials
- d.) **Resolution 2016-68.**..... Donation of Real Property to the City of Daphne by Point Clear Ridge Development, LLC
- e.) **Resolution 2016-69.**..... Donation of Real Property to the City of Daphne by Tyler Prescott
- f.) **Resolution 2016-70.**..... Request for an Attorney Generals Opinion / May City Gurantee a Loan for the Daphne Strike Club

ORDINANCES:

2ND READ

- a.) **Ordinance 2016-55.**.....Right-of-Way Ordinance
- b.) **Ordinance 2016-56.**..... Adopting the 2017 Fiscal Year Budget
- c.) **Ordinance 2016-57.**.....Consenting to the Grant of an Easement Over Certain Property by the Utility Board of the City of Daphne

1ST READ

- a.) **Ordinance 2016-58.**.....Pre-Zone: James V. Roberts as Conservator for Jeanette D. Lazzari / PUD, Planned Unit Development
- b.) **Ordinance 2016-59.**.....Annexation: James V. Roberts as Conservator for Jeanette D. Lazzari Property Located Northeast of Edgewood Drive and CR 64

Budget Considerations:

- a. Operating
- b. Capital
- c. Personnel

12. COUNCIL COMMENTS

13. ADJOURN

**CITY OF DAPHNE
CITY COUNCIL**

ROLL CALL

CITY COUNCIL:

COUNCILWOMAN CONAWAY	PRESENT ____	ABSENT ____
COUNCILMAN LAKE	PRESENT ____	ABSENT ____
COUNCILMAN FRY	PRESENT ____	ABSENT ____
COUNCILMAN SCOTT	PRESENT ____	ABSENT ____
COUNCILMAN LEJEUNE	PRESENT ____	ABSENT ____
COUNCILWOMAN PHILLIPS	PRESENT ____	ABSENT ____
COUNCIL PRESIDENT RUDICELL	PRESENT ____	ABSENT ____

MAYOR:

MAYOR HAYGOOD	PRESENT ____	ABSENT ____
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CITY CLERK:

REBECCA HAYES	PRESENT ____	ABSENT ____
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CITY ATTORNEY:

JAY ROSS	PRESENT ____	ABSENT ____
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**SEPTEMBER 6, 2016
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

1. CALL TO ORDER:

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

2. ROLL CALL

COUNCIL MEMBERS PRESENT: Tommie Conaway; Pat Rudicell; John Lake; Randy Fry; Ron Scott; Robin LeJeune; Angie Phillips.

Also Present: Mayor Haygood; Rebecca Hayes, City Clerk; Jenny White, Assistant City Clerk; Jay Ross, City Attorney; James White, Fire Chief; Margaret Thigpen, Civic Center Director; Adrienne Jones, Planning Director; Kelli Kichler, Finance Director/Treasurer; Tonja Young, Library Director; Vickie Hinman, HR Director; David McKelroy, Recreation Director; David Carpenter, Police Chief; Richard Merchant, Building Official; Chip Martin, Fire Marshal; Beautification Committee: Tomasina Werner, Selena Vaughn; Al Guarisco, Village Point Foundation; Don Ouellette, Environmental Advisory Committee; Phillip Durant, BZA; Don Ouellette, Environmental Advisory Committee; Councilman elect Joe Davis; Mr. Denton, Infirmary Health.

Absent: Richard Johnson, Public Works Director.

INVOCATION/PLEDGE OF ALLEGIANCE:

Pastor Rife Stewart with Destiny Church gave the invocation.

PRESENTATION: 9/11 Day of Remembrance / Pastor Rife Stewart

Invited all out to the remembrance event being held Friday September 9, 2016 at 12:00 p.m. at city hall.

3. APPROVE MINUTES:

There being no corrections to the August 15, 2016 council meeting minutes, the August 29, 2016 Special Called Council meeting minutes and the August 30, 2016 Special Called Council meeting minutes stand approved as written.

4. REPORT OF STANDING COMMITTEES:

A. *FINANCE COMMITTEE* – Fry

The committee will meet Monday at 4:30 p.m.

B. *BUILDINGS & PROPERTY COMMITTEE* – Lake

The committee met earlier, and the minutes will be in the next packet. The next meeting will be the first Monday in October.

C. *PUBLIC SAFETY COMMITTEE* – Conaway

The August 15th minutes are in the packet. The next meeting will be September 19th at 4:30 p.m.

D. *CODE ENFORCEMENT/ORDINANCE COMMITTEE* – Scott

The minutes for the August 15th meeting are in the packet. The next meeting will be September 19th after the Public Safety meeting.

E. *PUBLIC WORKS COMMITTEE* – LeJeune

The July 5th minutes are in the packet along with the July 6th Beautification minutes and the August 8th Museum minutes. The next meeting will be October 3rd at 5:30 p.m.

**SEPTEMBER 6, 2016
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5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. *Board of Zoning Adjustments* – Adrienne Jones

No report.

B. *Downtown Redevelopment Authority* – Conaway

The next meeting will be September 28th at 5:30 p.m.

C. *Industrial Development Board* – Phillips

The minutes for the last two meetings will be in the next packet. The next meeting will be September 26th at 6:00 p.m.

D. *Library Board* – Lake

The March 10th, April 4th and May 12th minutes are in the packet. The circulation for January was 20,626 and patronage totaled 13,8980 and the Friends of the Library book sale raised \$689.

E. *Planning Commission* – Scott

The July 28th minutes along with the staff report for the August 25th meeting are in the packet.

MOTION BY Councilman Scott to set a Public Hearing Date for October 17, 2016 and to approve advertising to consider the following:

**Pre-zone: Fred L. Corte
Location: Southeast of Corte Road and County Road 13
Present Zoning: RA, Agricultural, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction
Requested Zoning: PUD, Planned Unit Development
Recommendation: Favorable**

Seconded by Councilman Lake.

MOTION CARRIED UNANIMOUSLY

The Site Review meeting will be September 14th at 8:00 a.m., and the Planning Commission meeting will be September 22nd.

F. *Recreation Board* – LeJeune

The next meeting will be September 14th. Plans for the new park will be discussed at the work session next Monday.

G. *Utility Board* – Fry

The July 27th minutes are in the packet. The next meeting will be September 28th at 4:00 p.m.

6. MAYOR'S REPORT

Mayor Haygood said after talking with legal about the LFPOA contract for the marina/boat ramp there is need to go into executive session. He reported that the FEMA buyout of the White property is complete. All that is left is to tear the house down. The IDB closed on the DISC property, and the board is continuing the process of applying for a grant.

**SEPTEMBER 6, 2016
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2.) Appoint New Fire Code Board of Appeals (4 year terms):

MOTION BY Councilwoman Phillips to appoint to the Fire Code Board of Appeals for a term of four years September 6, 2016 – September 6, 2020: Andy Bobe, Frank Henning, Troy Dyess, Mike Hayes and Tom Hand. *Seconded by Councilman Scott.*

MOTION CARRIED UNANIMOUSLY

3.) Events Permit / Run for Shep / January 21, 2017

MOTION BY Councilman LeJeune to approve the Events Permit for Run for Shep / January 21, 2017. *Seconded by Councilwoman Phillips.*

MOTION CARRIED UNANIMOUSLY

4.) Event Permit / SEEDS / Classic Rock 5K and 1 Mile Fun Run / March 14, 2017

MOTION BY Councilman LeJeune to approve the Events Permit for S.E.E.D.S. / Classic 5K and 1 Mile Fun Run / March 14, 2017. *Seconded by Councilwoman Conaway.*

MOTION CARRIED UNANIMOUSLY

5.) Event Permit / Daphne Christmas Parade / December 9, 2016

MOTION BY Councilwoman Conaway to approve the Events Permit for the Daphne Christmas Parade / December 9, 2016. *Seconded by Councilwoman Phillips.*

MOTION CARRIED UNANIMOUSLY

6.) MOTION: Set a special called council meeting for October 11, 2016 12:00 p.m. to canvass the vote for the municipal runoff election

MOTION BY Councilman Scott to set a special called council meeting for October 11, 2016 12:00 p.m. to canvass the vote for the municipal runoff election. *Seconded by Councilwoman Conaway.*

MOTION CARRIED UNANIMOUSLY

Revote on the Events Permit for S.E.E.D.S. (*Wrong date / should be March 4, 2017 not March 14, 2017*)

MOTION BY Councilman LeJeune to approve the Events Permit for S.E.E.D.S. / Classic 5K and 1 Mile Fun Run / March 4, 2017. *Seconded by Councilwoman Phillips.*

MOTION CARRIED UNANIMOUSLY

**SEPTEMBER 6, 2016
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Mrs. Hayes thanked the candidates for running good campaigns and for their conduct at the polling sites. The only complaint she heard was being crushed by campaigners as the voters were going into the Civic Center. She thanked the poll workers for a job well done, Margaret Thigpen and her staff, Dr. Foster and Mr. Comer at the High School, Public Works for their help in making sign boards and setting up the digital sign at the Civic Center and programming the digital sign at Van Buren, Mrs. Barbara Brown and the Eastern Shore Baptist Church for allowing the city to use their facility as a pickup place for voters to be transported to the Civic Center to vote, the Assistant City Clerk Jenny White for her hard work assisting with election preparation, Jay Ross and Kevin Boucher, and the City Council for just two polling places. She mentioned that there were 4,165 voters in 2016 verses 3,825 voters in 2012 (*340 more voters in 2016*) and 3,813 voters in 2008 (*352 more voters in 2016*).

10. PUBLIC PARTICIPATION

Mr. Don Ouellette – 7720 Madison Place – spoke regarding their subdivision being behind the new sports complex and issues relating to the proximity to the proposed complex.

Ms. Victoria Phelps – Worchester Drive – spoke regarding the Lake Forest lake watershed meeting and congratulated the city for a well-run event, and for taking this issue seriously.

Michael Lomas – Daphne – spoke regarding keeping the ball fields at Lott Park with green infields, that you cannot play baseball on a dirt softball field due to safety reasons.

Dr. Stewart Davidson – Daphne – spoke regarding the baseball fields, and asked council to keep grass infields at Lott Park. He commended Charlie McDavid on the maintenance of the ball fields.

Mr. Robert Head – Rosewood Lane – submitted to the City Clerk a petition with 266 signatures of parents who want to keep Lott Park as it is ball fields with grass infields.

11. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

- a.) **Resolution 2016-61.** ADEM 319 D'Olive Sub-Watershed Management Project (FY 16)
- b.) **Resolution 2016-62.** Franchise Agreement for Private Haulers
- c.) **Resolution 2016-63.** Appointing Kent Hamilton Broom to the Special Care Facilities Financing Authority
- d.) **Resolution 2016-64.** Appointing Hugh Andrew Williams to the Special Care Facilities Financing Authority

- a.) **Resolution 2016-61.** ADEM 319 D'Olive Sub-Watershed Management Project (FY 16)
- b.) **Resolution 2016-62.** Franchise Agreement for Private Haulers
- c.) **Resolution 2016-63.** Appointing Kent Hamilton Broom to the Special Care Facilities Financing Authority
- d.) **Resolution 2016-64.** Appointing Hugh Andrew Williams to the Special Care Facilities Financing Authority

**MOTION BY Councilman Scott to wave the reading of Resolutions 2016-61, 2016-62, 2016-63 and 2016-64.
Seconded by Councilman LeJeune.**

MOTION CARRIED UNANIMOUSLY

**SEPTEMBER 6, 2016
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
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MOTION BY Councilman Scott to adopt Resolution 2016-61. *Seconded by Councilwoman Phillips.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to adopt Resolution 2016-62. *Seconded by Councilwoman Conaway.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Phillips to adopt Resolution 2016-63 and 2016-64. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

ORDINANCES:

2ND READ

- a.) **Ordinance 2016-50.**Appropriation of General Funds: Appraisal, Survey and Associated Closing Fees for Donated Property Located on Milton Jones Road
- b.) **Ordinance 2016-51.** Amending Job Classification Schedule to Address the Fair Labor Standards Act
- c.) **Ordinance 2016-52.**Amending Ordinance 2014-06 Reallocating a Portion of the Lodging Tax
- d.) **Ordinance 2016-53.**Appropriation of the Seven Cents Gas Tax Funds: City-Wide Roadway Striping, Painting of Mast Arm Signals – US Hwy 98 (*Whispering Pines / CR 64*), Repair and Resurfacing of Sixth Street
- e.) **Ordinance 2016-54.** Amending the Land Use and Development Ordinance 2011-54 / Amendments to Article XI, Minimum Standards and Requirements for Subdivisions and Commercial Site Developments: Subdivision Exceptions & Exemptions within the City Limits; Extraterritorial Jurisdiction Subdivision Exceptions & Exemptions; Sidewalk Provisions

**SEPTEMBER 6, 2016
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

Ordinance 2016-50.Appropriation of General Funds: Appraisal Survey and Associated Closing Fee for Donated Property Located on Milton Jones Rd.

MOTION BY Councilman Scott to waive the reading of Ordinance 2016-50. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to adopt Ordinance 2016-50. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

Ordinance 2016-51.Amending Job Classification Schedule to Address the Fair Labor Standards Act

Ordinance 2016-52.Amending Ordinance 2014-06 Reallocating a Portion of the Lodging Tax

MOTION BY Councilman Scott to waive the reading of Ordinance 2016-51 and 2016-52. *Seconded by Councilwoman Phillips.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to adopt Ordinance 2016-51. *Seconded by Councilwoman Phillips.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to adopt Ordinance 2016-52. *Seconded by Councilman LeJeune.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilwoman Phillips to waive the reading of Ordinance 2016-53. *Seconded by Councilwoman Conaway.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Fry to adopt Ordinance 2016-53. *Seconded by Councilwoman Conaway.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to waive the reading of Ordinance 2016-54. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to adopt Ordinance 2016-54. *Seconded by Councilwoman Conaway.*

MOTION CARRIED UNANIMOUSLY

**SEPTEMBER 6, 2016
CITY COUNCIL MEETING
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6:30 P.M.**

1ST READ

- a.) **Ordinance 2016-55**.....Right-of-Way Ordinance
- b.) **Ordinance 2016-56**..... Adopting the 2017 Fiscal Year Budget
- c.) **Ordinance 2016-57**..... Consenting to the Grant of an Easement Over Certain Property by the Utilities Board of the City of Daphne

ORDINANCES 2016-55, 2016-56 AND 2016-57 ARE 1ST READ

12. COUNCIL COMMENTS

Mayor Haygood – thanked everyone for coming and voicing their concerns, and having the petition for the Lott Park ball fields. He asked the question why is the city building parks is it for tourism or is it for the community. He thanked the City Clerk for her job as Election Manager and everyone involved with the election. He spoke about the integrity of the election saying that the City Clerk and the poll workers restored his faith in the system. He thanked the current council members and newly elected officials, and said they have four years to good things.

Councilwoman Conaway – thanked everyone for coming out especially the young ones. She thanked Mrs. Hayes and her staff for the election.

Councilman Lake – thanked everyone for coming out and voicing their concerns about the ball fields.

Councilman Fry – thanked everyone for coming out, and voicing good questions. He is looking forward to working on the budget at the Finance Committee meeting.

Councilwoman Scott – thanked everyone for coming out and appreciates their comments. He thanked Mrs. Hayes and her staff for the election. Great job!

Councilman LeJeune – thanked everyone for coming out, especially the baseball people, and he appreciates their view. He and the Recreation Board will be looking at changes to make everyone happy.

Councilwoman Phillips – said she has never seen such well-behaved children, and thanked everyone for coming out and letting their voices be heard.

Council President Rudicell – reminded everyone the work session is next Monday at 6:30 p.m., and they will be discussing the new recreation facilities, and the Daphne Strike Club will be speaking.

**SEPTEMBER 6, 2016
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MOTION BY Councilman Scott to enter into Executive Session to discuss the lease of real property which will last for 20 minutes. *Seconded by Councilman Fry.*

The City Attorney certified that the aforementioned reason for entering into Executive Session is according to the Open Meetings Act.

ROLL CALL VOTE

Conaway	Aye	LeJeune	Aye
Lake	Aye	Phillips	Aye
Fry	Aye	Rudicell	Aye
Scott	Aye		

MOTION CARRIED UNANIMOUSLY

Council entered into Executive Session at 7:46 p.m.

Council returned from Executive Session at 8:04

13. ADJOURN:

MOTION BY Councilman Scott to adjourn. *Seconded by Councilman LeJeune.*

MOTION CARRIED UNANIMOUSLY

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 8:04 P.M.

Respectfully submitted by,

Certification of Presiding Officer

Rebecca A. Hayes, City Clerk

Pat Rudicell, Council President

**SEPTEMBER 12, 2016
CITY COUNCIL WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

COUNCIL MEMBERS PRESENT: Tommie Conaway; Pat Rudicell; John Lake; Randy Fry; Ron Scott; Robin LeJeune; Angie Phillips.

Also present: Mayor Haygood; Rebecca Hayes, City Clerk; Jenny White, Assistant City Clerk; Jay Ross, City Attorney; Kevin Boucher, City Attorney; Kelli Kichler, Finance Director/Treasurer; Richard Merchant, Building Official; Ashley Campbell, Environmental Programs Manager; David McKelroy, Recreation Director; Don Ouellette, Environmental Advisory Committee; Al Guarisco, Village Point Foundation; Beautification Committee: Tomasina Werner, Victoria Phelps, Selena Vaughn; John Peterson, Hatch Mott McDonald; Jay Robertson, HMR; Ruth Seawell, Daphne Strike Club; Councilman Elect Joe Davis.

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

1. Daphne Strike Club / Ruth Seawell

Mrs. Seawell said they are trying to purchase property adjacent to the Trione Sports Complex, and they are formalizing an agreement with the city to maintain and manage the soccer fields. She said they are ready to take over the fields, but they do not know who to speak to about it. She mentioned that 1,100 children play soccer in Daphne. She gave council a handout of her presentation (*attached to these minutes*) and proposal. They are working to get a draft agreement to present to council for approval between their bank and the city in which the city will guarantee the loan for the property.

2. Recreation Facilities

Tim Patton presented a power point presentation for the Park Drive property. He said when the work starts they will do monthly aerial photos of the property. He showed the master plan and said that they have moved the maintenance building and the miracle field other than that the plans have stayed the same. Councilman Lake stated for the record that he is asking that they include showers at the facilities. Councilman Fry mentioned there was a motion that came out of Buildings and Property regarding add alternates of green fields at which location, and he would like to follow that motion. Tim said that the will be bidding each park: Park Drive, Lott Park and Trione. He will be sending council the bid documents to review and council can send their questions to him.

3. Restoration Plan for the Wetlands at the Daphne Sports Complex

Ashley presented two quotes for the restoration one for \$26,486 and one for \$16,728. Council said they will go with the low bid, and asked Ashley to do more research with quotes, and bring it to the October Finance Committee meeting.

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 8:00 P.M.

Respectfully submitted by,

Certification of Presiding Officer:

Rebecca A. Hayes,
City Clerk

Pat Rudicell,
Council President

Daphne Strike Soccer Club Presentation to Work Session Sept 12th, 2016

Thank you Council President Rudicell for allowing us to speak to you tonight. I have with me members of our Strike Board as well as our Vision Committee. Since we are as anxious as everyone else to hear the latest on the Park Expansion, I will try to make this quick.

It has been 2 months since we came to before the Council to announce our vision of a state of the art soccer facility next door to Trione Park. As you might remember at the conclusion of that meeting, after hearing your suggestions and comments, we left here with a couple of goals; one to develop an annual maintenance and usage agreement between the City of Daphne and the Strike Soccer Club and second, to investigate ways the city might help us in procuring the 10 acres adjacent to Trione.

Well, while a lot has happened since we were here 2 months ago but we aren't quite there yet.

Here is what has happened:

After the council work session, Coach G and the club registrar, Dyan Perrigin meet with the Rec Department to work through ideas for the annual maintenance and usage agreement between the Strike Club and the City of Daphne. You might recall from our July presentation, we described how we started managing the city's recreation soccer program 3 years ago with just a verbal understanding of what the club would provide and want the city would.

We now have these proposed items ready to put in a formal agreement but we are unclear of the appropriate way to do that. If we could get a little guidance on who is our point of contact for this it would be great.

And let me say, this can't happen soon enough; as was expected the fields are completely booked this fall, there is equipment all over the place and already there are questions about maintenance of the fields that we need to address. Just look at this number - over 1,100 players playing soccer at Trione this fall. We really believe the scheduling of the fields and overseeing the maintenance has gotten too complex and cumbersome for the Daphne Rec Department to manage without the intimate knowledge of the daily happenings of the soccer program. In the past when the Rec Department was administering the soccer program at a much smaller scale, they knew what was going on day to day. Now when there are delays or changes in the maintenance program such as mowing, lining the fields, etc. you can imagine the logistical nightmare it causes for a program scheduling games for over 1,000 players. A big part of this proposed maintenance agreement addresses this issue.

Also after the meeting, we meet with Mott McDonald to share our vision and were really excited to see how well our ideas fit with what is already planned for Trione. I believe we both saw real potential in working together. Attached is preliminary drawing they did just to give us an idea of how our ideas might fit with the Trione expansion. Of course, without actually "owning" the property we didn't want to get the cart before the horse, regarding design work

but we did want to make sure we could “fit” everything in. (For example, I talked to Ashley Campbell a little bit about our project and she told me the headwaters of the Tiawasee are actually on the west side of the property, so of course, we don’t plan to use that portion of the property. We do think it could be used as part of a walking trail tying in to Trione though, as it is beautiful! (It could offer real diversity to the proposed trails on the flat, open areas of Trione.)

Finally, since July we have been in negotiation with a local bank regarding financing. They have offered us a loan we actually think we can handle on our own without much the assistance from the city in terms of monetary contribution. However, they did indicate the need for another entity, preferably the city, to sign as a guarantee to the loan, due to the nature of our organization. (We are a non-profit with no principal owners, only a 3 year cash flow, etc.) SO, this is where things have slowed down a bit.

We have been working to get a draft agreement to present for approval to the City Council between our bank and the city. There has been some back and forth between the attorneys, the mayor but as of Friday, there is no document available to present to you guys for consideration. I had hoped we would have that in hand today. It is in our best interest to get the land purchased before soccer season ends as we want to launch our capital campaign in the peak of the season. So we are anxious to see what we can get done.

We just wanted to give everyone this overview and solicit your support and help in getting some of this moving forward in a timing fashion. We appreciate all the help so far.

In closing, instead of showing you all the pictures of happy kids playing & winning state soccer games (which are plenty), I wanted Coach G to share with you an email he received last week. I hope this will illustrate what makes our soccer program unique in Daphne and why we are so excited and dedicated to growing it.

*From: Whitney Wingbermuehle <whitwings@bellsouth.net>
Date: September 5, 2016 at 7:27:35 PM CDT
To: Gerardo Flores <gflores_10@hotmail.com>
Subject: Coach...."Sub"
Reply-To: Whitney Wingbermuehle <whitwings@bellsouth.net>*

Good Evening Gerardo,

I am emailing with the hope of finding a coaching position in the spring with Daphne Strike. I will be perusing an "E" license on September 16-18 in Birmingham with the ASA, in anticipation of acquiring my ASA "D" license. As you are aware, obtaining my "D" license requires actively coaching for six months. With that said, I stand behind Daphne Strikes' coaching philosophy/platform and would love to be apart of the staff. If you have any openings, I'd like to be considered.

G, as a parent, I am truly amazed every time I walk out on the Daphne Strike Fields. I grew up here, and as a kid, I only imagined this type of soccer community being apart of my life. I traveled to Mobile and Montgomery as a young player due to the lack of local soccer support, not to mention the lack of an all girl's team. I am so proud of what Daphne now offers, and would love to show my growing knowledge and support by coaching our youth. Thank you again for all you have done.

*Talk to you soon,
Whitney Wingbermuehle*



PUBLIC HEARING

September 19, 2016

TO CONSIDER:

- a.) Pre-Zoning:** James V. Roberts, as Conservator for Jeannette D. Lazzari
- Location: Northeast of Edgewood Drive and CR 64
- Present Zoning: RA, Rural Agricultural, Baldwin County District 15, in Extraterritorial Planning Jurisdiction
- Requested Zoning: PUD, Planned Unit Development, City of Daphne
- Recommendation: Unanimous favorable recommendation with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development, and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review, and consideration of future traffic improvements in this area
-
- b.) Annexation:** James V. Roberts, as Conservator for Jeannette D. Lazzari
- Location: Northeast of Edgewood Drive and CR 64
- Recommendation: Unanimous favorable recommendation with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development, and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review, and consideration of future traffic improvements in this area

MEMORANDUM

To: Office of the City Clerk
From: Adrienne D. Jones, *ADJ*
Director of Community Development
Subject: James V. Roberts, Jr., as conservator of
Jeannette D. Lazzari, an incapacitated
person, Pre-zone Amendment, re: Winged
Foot Subdivision
Date: August 3, 2016

PRESENT ZONING: RA, Rural Agricultural, Baldwin County
District 15, in the Extraterritorial
Planning Jurisdiction of Daphne

PROPOSED REZONING: PUD, Planned Unit Development

LOCATION: Northeast of Edgewood Drive and County
Road 64

RECOMMENDATION: At the Thursday, July 28, 2016, regular meeting of the Daphne Planning Commission, eight members were present and a motion to set forth a favorable recommendation carried for the above mentioned pre-zone amendment with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review and consideration of future traffic improvements in this area.

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

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda of Monday, August 15, 2016 to set the public hearing for Monday, September 19, 2016.

Thank you,
ADJ/jv

cc: file

attachment(s)

1. Rezoning Application
2. Legal Description
3. Boundary Survey
4. Community Development Report

EXHIBIT "A"

68.87 AC

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

ZONED R-1 CITY OF DAPHNE ZONED RSF-2 BALDWIN COUNTY ZONED B-2 CITY OF DAPHNE ZONED R-1 CITY OF DAPHNE

ZONED R-1 CITY OF DAPHNE

ZONED B-3 BALDWIN COUNTY

ZONED RA (BALDWIN COUNTY) PROPOSED PUD (DAPHNE) 68.87 AC

ZONED RSF-2 BALDWIN COUNTY

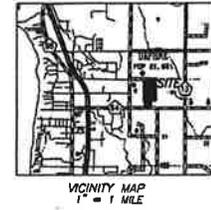
ZONED RSF-2 BALDWIN COUNTY

ZONED B-2 BALDWIN COUNTY

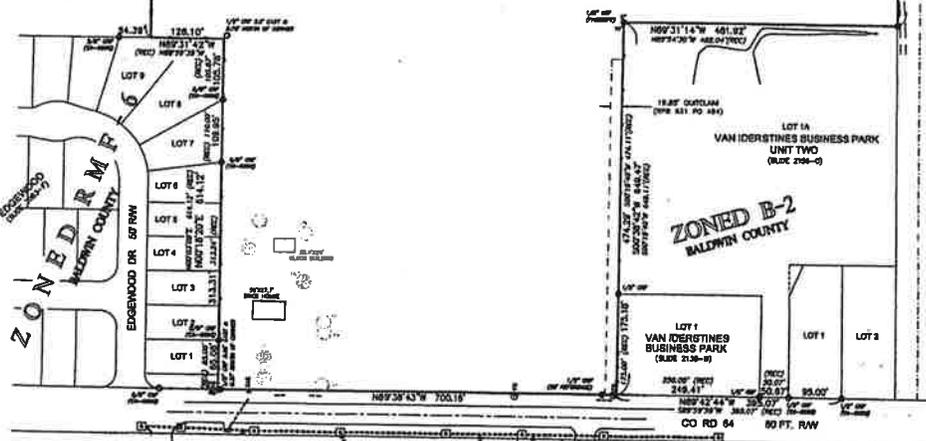
ZONED R-1 CITY OF DAPHNE

ZONED B-2 CITY OF DAPHNE

ZONED B-3 BALDWIN COUNTY DAPHNE 84 SUB. (DUCK 1700-8)



ZONED RA (BALDWIN COUNTY) PROPOSED PUD (DAPHNE) 68.87 AC



P.O.B. OF PROPERTY: NORTHEAST CORNER OF LOT 1A, VAN IDERSTINES BUSINESS PARK UNIT 2 SUBDIVISION

SURVEYOR'S CERTIFICATE: STATE OF ALABAMA, COUNTY OF BALDWIN. WE, GEORGE W. PREBLE-REH, LLC, A FIRM OF LICENSED SURVEYORS AND LAND SURVEYORS IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT THE ABOVE IS A CORRECT MAP OR PLAN OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN BALDWIN COUNTY, ALABAMA, TO-WIT:

DATE: 6-27-2016. SURVEYOR: GEORGE W. PREBLE-REH, LLC, A.F.L.S. No. 2004. DAVID E. DICK.



EXHIBIT "B"

ZONING DISPLAY

Dowberry PREBLE-RISH

WINGED FOOT PUD STANDARDS

Winged Foot, a Planned Unit Development (PUD), is a 67.87 acre site located one-quarter of a mile east of Pollard Road and is bound on the north side by Well Road and on the south side by County Road 64. The property is presently in the extraterritorial jurisdiction of the City of Daphne and is located in Baldwin County Planning District 15 and is zoned RA – Rural Agriculture. Application has been made to the City of Daphne to annex this property into the city and to be zoned as a PUD.

The proposed development consists of 199 single family lots, with 152 lots at 52' wide and a minimum of 6,000 sq. ft., and 47 lots at 70' wide and a minimum of 10,500 sq. ft. There are also 2 commercial parcels, approximately 2 acres each, proposed fronting on County Road 64. The proposed density of the residential development is 3.12 units per acre. There are 13.51 acres, or 19.91% of the total site, proposed as common area. These common areas consists of buffers to adjacent properties and within the proposed development, stormwater detention areas, and 4.68 acres of recreational area.

The proposed uses and building standards for the commercial property shall be in accordance to the B-2 zoning district of the City of Daphne Zoning Regulations. The residential lots shall have the following standards:

The 52' wide lots are to have building setbacks of 25' on the front and rear, 6' on the sides, and 15' on the street sides. The 70' wide lots are 30' on the front and rear, 10' on the sides, and 15' on the street sides. The maximum building heights for all residential lots are to be as per the City's R-3 zoning district. The maximum building coverage of each residential lot is 38%.

All utilities will be constructed underground and water, sewer, electric, and telephone are all available to the site. The roadways within the development will be a public and sidewalks will be located on both sides of the proposed roadways. All construction will be in accordance to the standards of the City of Daphne.

The stormwater management system will be designed in accordance with the standards of the City of Daphne. All stormwater facilities and structures outside of public right-of-ways will be maintained by the P.O.A. and not the City of Daphne.

General

The PUD ~~Master~~ Plan proposes a mix in residential building types and the commercial element along County Road 64. In the first phase of development, a roadway will be constructed from County Road 64 to Well Road, which will provide for a better disbursement of traffic. The proposed commercial development would be located adjacent to existing commercial properties to the east zoned B-2 in the County and across the street from properties zoned B-3 in the County and B-2 in the City. There is an assortment of zoning districts around this development of RSF-2, RMF-6, and B-2 in the County and R-1, R-4, and B-2 in the City. A 20' buffer has been provided around the perimeter of the development.

ADJACENT PROPERTY OWNERS FOR WINGED FOOT

05-43-05-16-0-000-001.000	BALDWIN CO BD OF EDUCATION	2600 HAND AVE N	BAY MINETTE	AL	36507
05-43-05-16-0-000-005.001	DAPHNE, CITY OF UTILITIES BOARD	P O BOX 2550	DAPHNE	AL	36526
05-43-05-16-0-000-006.001	DAPHNE, CITY OF UTILITIES BOARD	P O BOX 2550	DAPHNE	AL	36526
05-43-05-16-0-000-006.003	BUSBY, BONNIE T	8365 WELL RD	DAPHNE	AL	36526
05-43-05-16-0-000-023.000	GIPSON, PATRICIA T	8545 CO RD 64	DAPHNE	AL	36526
05-43-05-16-0-000-023.001	TRIONE, RAYMOND D	8477 CO RD 64	DAPHNE	AL	36526
05-43-05-16-0-000-023.022	TOP DOG HOLDINGS L L C	21307 FARMERS LN	ROBERTSDALE	AL	36567
05-43-05-16-0-000-023.025	GIPSON, PATRICIA T	8545 CO RD 64	DAPHNE	AL	36526
05-43-05-16-0-000-026.000	LAZZARI, ARTHUR H (KOSEK, GRETCHEN R-ATT	26370 CO RD 54 W	DAPHNE	AL	36526
05-43-05-16-0-000-028.001	BRANTLEY, KARL LEONARD	26214 POLLARD RD	DAPHNE	AL	36526
05-43-05-16-0-000-028.002	BRANTLEY, KARL LEONARD	26214 POLLARD RD	DAPHNE	AL	36526
05-43-05-16-0-000-028.007	MCBRIDE, ROBERT L ETAL MCBRIDE, LISSA C	3701 CALDERWOOD DR	MOBILE	AL	36608
05-43-05-16-0-000-028.012	MCBRIDE, ROBERT L ETAL MCBRIDE, LISSA C	3701 CALDERWOOD DR	MOBILE	AL	36608
05-43-05-16-0-000-028.011	BRANTLEY, JAMES L	26250 POLLARD RD	DAPHNE	AL	36526
05-43-05-16-0-000-028.034	SELBY, MICHAEL R II	8264 PECAN COURT	DAPHNE	AL	36526
05-43-05-16-0-000-028.035	MINTER, CHRISTOPHER C ETAL BHOLAT, KHATI	3110 N STUDEBAKER RD	LONG BEACH	CA	90808
05-43-05-16-0-000-028.050	PRESCOTT, TYLER MONTANA JUL	4420 OLD HWY 5 N	THOMASVILLE	AL	36784
05-43-05-16-0-000-030.000	EDGEWOOD SUBDIVISION PROPERTY OWNERS ASS	8176 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.001	WALLACE, ASHLEY LAUREN	8339 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.002	WILLIAMS, MARY A	8327 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.003	JOHNSTON, RICHARD D	8317 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.004	MINKE, FREDERICK J ETAL MINKE, VIRGINIA	8305 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.005	DUCLOS, RYAN L ETAL DUCLOS, JULIE H	8295 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.006	JOHNSTON, JASON C ETAL JOHNSTON, AMANDA	8283 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.006	STREAMLINE INVESTMENTS L L C	717 OAK BLUFF DRIVE	DAPHNE	AL	36526
05-43-05-16-0-000-030.007	GUDATES, DONALD J	8279 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.008	DEARINGER, JULIE	8267 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.009	VARELA, JAMIE A ETAL GARCIA, GERALDINE	8259 EDGEWOOD DR	DAPHNE	AL	36526
05-43-05-16-0-000-030.047	ELITE DEVELOPMENT L L C	P O DRAWER 1629	FOLEY	AL	36536
05-43-05-21-0-000-004.006	KOLB, ROBERT L ETUX DONNA L	P O BOX 3151	DAPHNE	AL	36526
05-43-05-21-0-000-004.009	LEE, RONALD A ETUX KIMBERLY M	C/O RONNIE LEE AUTOMOTIVE	DAPHNE	AL	36526
05-43-05-21-0-000-005.000	MARINO, MONTCHAI ETAL MARINO, AMANDA	10675 BELFOREST CEMETERY RD	DAPHNE	AL	36526

DANE HAYGOOD
MAYOR



ADRIENNE D. JONES
COMMUNITY DEVELOPMENT
DIRECTOR/ZONING ADMINISTRATOR

CITY COUNCIL
TOMMIE CONAWAY
DISTRICT 1
PAT RUDICELL
DISTRICT 2
JOHN L. LAKE
DISTRICT 3
RANDY FRY
DISTRICT 4
RON SCOTT
DISTRICT 5
ROBIN LEJEUNE
DISTRICT 6
ANGIE PHILLIPS
DISTRICT 7

June 17, 2016

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for James V. Roberts, Jr., as conservator of Jeanette D. Lazzari, an incapacitated person, containing 68.87 acres +/- located northeast of Edgewood Drive and County Road 64 zoned RA, Rural Agricultural, Baldwin County District 15, to be pre-zoned to a PUD, Planned Unit Development. A petition to annex said property has also been submitted.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, July 20, 2016 at 8:30 a.m. in the Council Chambers of City Hall. The public is invited to attend: limited participation may be allowed by the chairman.

The public hearing will be held by the Daphne Planning Commission on Thursday, July 28, 2016 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, by fax or by representation.

Sincerely,
Adrienne D. Jones
Director of Community Development

James V. Roberts, Jr., as conservator of Jeanette D. Lazzari, an incapacitated person, Pre-Zoning

PLANNING COMMISSION
PREZONING REQUEST FOR
JEANETTE D. LAZZARI



The Jubilee City



COMMUNITY DEVELOPMENT

Rezoning Request Jeanette D. Lazzari 68.87 acres

Owner: Jeanette D. Lazzari (Conservator-James V. Roberts, Jr.)

Existing Conditions: 68.87 acres+/- residence and vacant agricultural land

Existing Zoning: RA, Rural Agricultural, Baldwin County District 15-ETJ

Proposed Zoning: Planned Unit Development (PUD)

Surrounding Zonings/Uses:

North – RSF-2, Single Family Residential, Baldwin County District 15-ETJ/Terri Subdivision

Northeast – B-2, General Business/Daphne Utilities Central Services Facility

South – B-2, General Business/undeveloped

East – B-3, General Business, Baldwin County District 15-ETJ/under construction

Southeast – RSF-2, Single Family Residential, Baldwin County District 15-ETJ/residence

West – RMF-6, Multiple Family District, Baldwin County District 15-ETJ/Edgewood Subdivision AND Romero/McBride property (*first read for rezoning request to rezone from residential to business is scheduled for July 18, 2016.*)

Existing Utility Service Providers:

Water – Daphne Utilities

Sewer – Daphne Utilities

Gas – Daphne Utilities

Electric – Riviera Utilities

Affected City Service Providers:

Fire Protection-Station 1

Police Protection-Police Beat 1

Public Works

Baldwin County Schools—n/a

Increased residential growth within this and the southeastern section of the City of Daphne will result in the need for increased public safety personnel and city resources.

The Comprehensive Plan

The comprehensive plan's overarching policy regarding land development encourages harmony and compatibility. The following are some Land Use Goals and Objectives from the Plan.

Goal: Provide a land use plan for the City of Daphne, which supports the City's economic development, housing, transportation, and open space, recreation and education goals in a manner that maintains and promotes Daphne's unique image and quality of life. **Objective:** Encourage development of sound and cohesive residential areas which meet the housing needs of current and potential residents.

Goal: Grow sensibly by anticipating land use needs. **Objective:** Promote and manage growth on undeveloped lands in a manner that will be compatible with, and complementary to, existing adjacent developed properties. **Objective:** Encourage planned unit developments which are beneficial to residents and which creatively take advantage of available properties that otherwise would not be developed. **Objective:** Protect and preserve the character of Daphne through review of new developments, the encouragement of growth that enhances the community spirit, and through aesthetic considerations. **Objective:** Integrate recreational resources with residential neighborhoods to insure that all portions of Daphne's population have convenient access to parks and open space. Promote clustered commercial development in defined areas.

Winged Foot PUD Review

According to the Winged Foot PUD Standards the proposed development consists of 199 single family lots and 2 commercial lots. The proposed overall residential density is 3.12 units/acre. This density is slightly lower than the density of an R-3, High Density Single Family Residential zoning district, 3.5 units/acre. Lot widths are between 52-ft and 70-ft. The lot sizes are between six and over ten thousand square feet (similar to Patio Home lots in R-6(G)). Over 19% of the property will be retained as common area: 4.68 acres or 6.9% overall (36% of the common areas) is proposed recreation; 8.47 acres or 12% overall (64% of common area) is proposed as stormwater management areas and buffers. The PUD General Plan proposes a combination of two building/lot types, although architectural building elevations have not been presented to illustrate the building types.

The site has direct access to County Road 64 along its southern boundary and Well Road along its northern boundary. According to the Winged Foot PUD standards, a thoroughfare will be constructed during the first phase of the project in order to connect the two roads.

A 20-ft wide buffer is proposed along the perimeter of the development in lieu of the recommended 40-ft wide buffer recommended by the Section 30-9(p) General Provisions.

Existing Conditions

Well Road has developed as a hodge-podge of zoning, uses, both inside and outside the city limits. The southeast intersection of Well Road and Pollard Road is a commercial node of office uses. The southwest intersection of Well Road and Public Works Road is a commercial/industrial node, anchored by the Daphne Public Works facility, and a new commercial gymnastic studio is under construction due west of Public Works. Daphne Utilities has two facilities along the north side of Well Road, both of which are zoned B-2, General Business. Trione Park, the City's sports complex for soccer, baseball, softball and football, is located east of Daphne Utilities Central Services Facility. In March 2016, the Planning Commission approved a master plan for new additions to Trione Park (volleyball court, basketball court, skated park, etc.). The park is zoned R-1, Low Density Single Family Residential. Daphne East Elementary School and land owned by Baldwin County Board of Education is located at the northwest intersection of County Road 13 and Well Road (zoned R-1). In 2014 Terri Subdivision (a three lot residential subdivision) was approved northeast of the subject property. There are several tracts of undeveloped land along Well Road, most of which are in unincorporated Baldwin County, outside of the city limits.

Along the north and south side of County Road 64 between Pollard and County Road 13, there is a hodge-podge of zoning, uses, both inside and outside the city limits. There is precedent for B-2 zoning immediately south of the site across County Road 64 and in Austin Place Commercial Park to the east. The Romero & McBride request to rezone property to the west from R-1, Low Density to B-2, General Business, is scheduled for first read before the City Council on July 18, 2016. Second read would likely be held on August 1, 2016. Thus, the proposed development is consistent with adjoining development in the immediate vicinity.

Staff Comments

A 20-ft wide buffer is proposed along the perimeter of part of the development in lieu of the recommended 40-ft wide buffer recommended by the Section 30-9(p) General Provisions. According to the PUD provisions, a reduced setback may be permitted where the proposed use is considered compatible, consistent and otherwise harmonious with the abutting land.

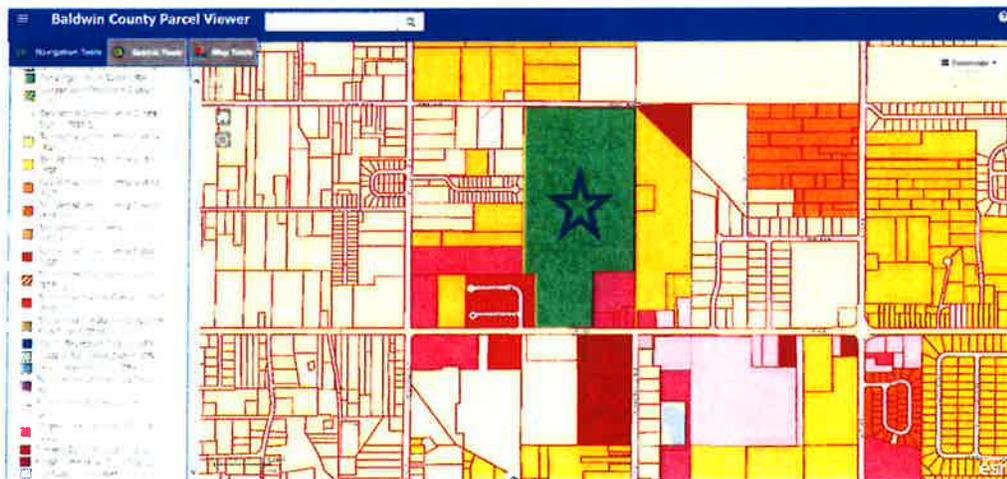
The perimeter buffer should also extend along the western boundary of the proposed commercial land and northward, along the perimeter of Edgewood Subdivision. Currently, no perimeter buffer is shown in these particular areas. PUD provisions require a 40-ft wide perimeter buffer unless modified by Council. According to 19-9, Buffer Zone Requirements, a 15-ft wide (natural or planted) buffer and an 8-ft high privacy fence is the minimum where B-2 abuts any residential district. *If the Commission considers the 20-ft perimeter buffer to be appropriate, then the buffer should extend to the boundary where Edgewood subdivision abuts the subject property.*

According to Article 30-1, Planned Unit Development District General provision, “Overall, the City desires PUD zoning to produce development that is *superior* to development designed under conventional zoning and subdivision regulations.” According to Section 30-7 (d), General Requirements, “The PUD shall provide, through desirable arrangement and design, *benefits which justify deviations from conventional development standards* which would otherwise apply.

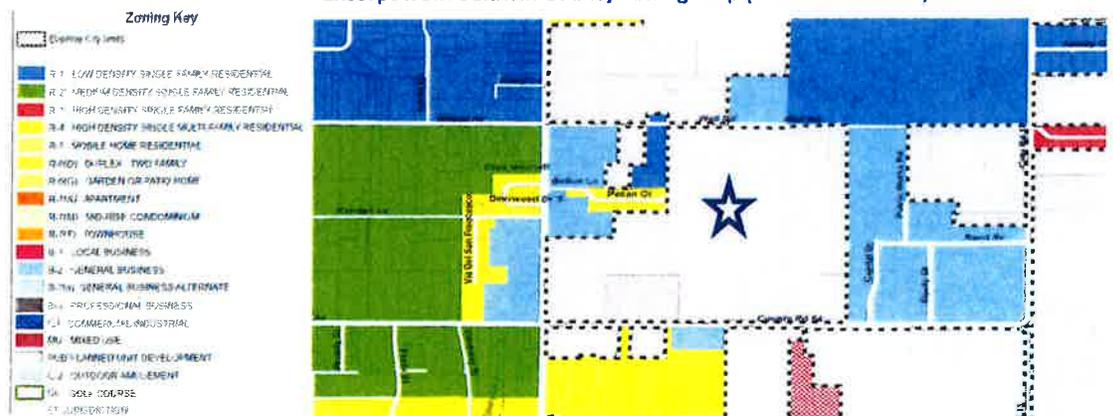
The purpose in creating the PUD district is clear. It is important for the Planning Commission and City Council to ensure that there is superior design and public benefit presented in each PUD request. **In this case, additional information is needed to justify the need for PUD zoning.** Overall the plan presented is an R-6(G), Patio Home, design with an R-3, High Density Residential density. What are the public benefits? What makes this design superior to the existing Pecan Trace, Edgewood or any other residential subdivision development in the area? **The answer to these questions should be clearly stated in the Winged Foot PUD documents, the narrative and on the general plan.**

Related applications on July 2016 Planning Commission Agenda: 68.87 acres annexation request.

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



Excerpt from Baldwin County Zoning Map (from ISV website)



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

**Ordinance to Pre-Zone Property Located
Northeast of Edgewood Drive and County Road 64
Winged Foot Subdivision
James V. Roberts as Conservator of Jeannette D. Lazzari**

WHEREAS, James V. Roberts as Conservator of Jeannette D. Lazzari as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property that is currently under County zoning as RA, Rural Agricultural, Baldwin County District 15, in the extraterritorial planning jurisdiction of the City of Daphne, to be pre-zoned as PUD, Planned Unit Development, City of Daphne, prior to annexing into the City of Daphne; and

WHEREAS, said real property is Southwest of Holy Cross Circle and Holy Cross Drive, and more particularly described as follows:

Legal Description for Pre-zone:

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

WHEREAS, at the regular Planning Commission meeting on July 28, 2016, the Commission considered said request and set forth a favorable recommendation with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development, and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review, and consideration of future traffic improvements in this area; and,

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

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

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

SECTION I: ZONING

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

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

SECTION II: REPEALER.

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

SECTION III: SEVERABILITY.

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

SECTION IV: EFFECTIVE AND EXPIRATION DATE.

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2016.

**Dane Haygood,
Mayor**

ATTEST:

**Rebecca A. Hayes,
City Clerk**

WINGED FOOT PUD STANDARDS

Winged Foot, a Planned Unit Development (PUD), is a 67.87 acre site located one-quarter of a mile east of Pollard Road and is bound on the north side by Well Road and on the south side by County Road 64. The property is presently in the extraterritorial jurisdiction of the City of Daphne and is located in Baldwin County Planning District 15 and is zoned RA – Rural Agriculture. Application has been made to the City of Daphne to annex this property into the city and to be zoned as a PUD.

The proposed development consists of 199 single family lots, with 152 lots at 52' wide and a minimum of 6,000 sq. ft., and 47 lots at 70' wide and a minimum of 10,500 sq. ft. There are also 2 commercial parcels, approximately 2 acres each, proposed fronting on County Road 64. The proposed density of the residential development is 3.12 units per acre. There are 13.51 acres, or 19.91% of the total site, proposed as common area. These common areas consists of buffers to adjacent properties and within the proposed development, stormwater detention areas, and 4.68 acres of recreational area.

The proposed uses and building standards for the commercial property shall be in accordance to the B-2 zoning district of the City of Daphne Zoning Regulations. The residential lots shall have the following standards:

The 52' wide lots are to have building setbacks of 25' on the front and rear, 6' on the sides, and 15' on the street sides. The 70' wide lots are 30' on the front and rear, 10' on the sides, and 15' on the street sides. The maximum building heights for all residential lots are to be as per the City's R-3 zoning district. The maximum building coverage of each residential lot is 38%.

All utilities will be constructed underground and water, sewer, electric, and telephone are all available to the site. The roadways within the development will be a public and sidewalks will be located on both sides of the proposed roadways. All construction will be in accordance to the standards of the City of Daphne.

The stormwater management system will be designed in accordance with the standards of the City of Daphne. All stormwater facilities and structures outside of public right-of-ways will be maintained by the P.O.A. and not the City of Daphne.

General
The PUD ~~Master~~ Plan proposes a mix in residential building types and the commercial element along County Road 64. In the first phase of development, a roadway will be constructed from County Road 64 to Well Road, which will provide for a better disbursement of traffic. The proposed commercial development would be located adjacent to existing commercial properties to the east zoned B-2 in the County and across the street from properties zoned B-3 in the County and B-2 in the City. There is an assortment of zoning districts around this development of RSF-2, RMF-6, and B-2 in the County and R-1, R-4, and B-2 in the City. A 20' buffer has been provided around the perimeter of the development.

EXHIBIT "A"

LEGAL DESCRIPTION FOR LAZZARI PROPERTY

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

MEMORANDUM

To: Office of the City Clerk
From: Adrienne D. Jones, ^{AD}
Director of Community Development
Subject: James V. Roberts, Jr., as conservator of
Jeannette D. Lazzari, an incapacitated
person, Annexation Request, re: Winged
Foot Subdivision
Date: August 3, 2016

PRESENT ZONING: RA, Rural Agricultural, Baldwin County
District 15, in the Extraterritorial
Planning Jurisdiction of Daphne

PROPOSED REZONING: PUD, Planned Unit Development

LOCATION: Northeast of Edgewood Drive and County
Road 64

RECOMMENDATION: At the Thursday, July 28, 2016, regular
meeting of the Daphne Planning Commission,
eight members were present and a motion to
set forth a favorable recommendation carried
unanimously.

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

Upon receipt of said documentation, please prepare an
ordinance for placement on the City Council agenda of Monday,
August 15, 2016 to set the public hearing for Monday,
September 19, 2016.

Thank you,
ADJ/jv

cc: file

attachment(s)

1. Petition for Annexation
2. Map of Property
3. Legal Description
4. Community Development Report

DATED this 27 day of June, 2016

Respectfully submitted by,

James V. Roberts, Jr Conservator for
Name of Owner (Print) Janette D. Lazzari

James V. Roberts, Jr Conservator for
Name of Owner (Signature) Janette D. Lazzari

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Ruth Myers, the undersigned Notary Public in and for said county and state, hereby certify that James V. Roberts, Jr has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of June, 2016

Ruth Myers
NOTARY PUBLIC

My commission expires: 3-4-20

Owner's Address

9794 Timber Circle Suite A
Daphne, AL 36527

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975. Initials: JK

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached. Initials: JK

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

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne. Initials: JK

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): PUD, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition. Initials: JK

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential. Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 29 day of June, 2016.

Legal Description Attached (Exhibit A)? Yes Map or Survey Attached (Exhibit B)? Yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? N/A Acreage 67.87 AC. 199 Residential
Subdivision Name WINGED FOOT Lot Number(s) 2 Commercial

Names and Signature of ALL property owners:

Signature: James V. Roberts, Jr. as Conservator for Jeanette D. Lazzari
Signature: _____
Printed Name: James V. Roberts, Jr. as Conservator for Jeanette D. Lazzari
Printed Name: _____
Mailing Address: 9794 Timber Circle Suite A
Daphne, AL 36527 Mailing Address: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR LAZZARI PROPERTY

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

PLANNING COMMISSION
ANNEXATION REQUEST FOR
JEANETTE D. LAZZARI



The Jubilee City



**COMMUNITY DEVELOPMENT
ANNEXATION REQUEST**

**Annexation of Jeanette Lazzari Property
68.87 acres
County Road 64 between Pollard Road and Capital Drive**

EXCERPT FROM ARTICLE 23-1 PROCEDURE [FOR ANNEXATION REQUESTS]

The application shall be reviewed by the Planning Commission at its next regular meeting and said Commission shall have thirty (30) calendar days from said regular meeting within which to submit a recommendation to the City Council. If the Commission fails to submit a recommendation to the City Council within the thirty (30) calendar day period, it shall be deemed to have approved the proposed amendment...Before enacting any amendment to this Ordinance, a public hearing thereon shall be held by the City Council with proper notice as required by law. Said public hearing shall be held at the earliest possible time to consider the proposed annexation, and the Council shall take action on said proposed annexation within forty-five (45) calendar days from the date of the public hearing except in the case where the tentative action is not in accordance with the Planning Commission's certified recommendation.

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

Any land annexed to the City of Daphne hereafter shall be classified as an R-1, Low Density Single Family Residential District unless otherwise recommended by the Planning Commission through the zoning amendment procedure provided in *Article 22-1, Zoning Amendment Procedures*. In such case, City Council may consider, after due process of publication and hearing as required by law, specific applications to zone newly annexed land into one or more existing or proposed new zoning classifications recommended by the Planning Commission.

REQUEST

The applicant has submitted a petition to annex 68.87 acres of land into the corporate limits of Daphne. Additionally, the applicant has requested to pre-zone (see Code 11-52-85 attached) the site to Planned Unit Development District.

RECOMMENDATION

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. **Staff recommends approval of the request to annex this land into the City of Daphne.**

Code of Alabama Section 11-52-85

PRE-ZONING TERRITORY PROPOSED FOR ANNEXATION

Section 11-52-85 of the Code of Alabama allows “pre-zoning of property.” In this case, both requests have been submitted concurrently and are moving on the same path. The Planning Commission will make a recommendation to Council for zoning and also make a recommendation for annexation.

Code of Alabama Section 11-52-85

Pre-zoning of territory proposed for annexation by municipality. (*Highlights by staff*)

(a) A municipality which exercises its authority to zone territory within its corporate limits may pre-zone territory proposed for annexation into the corporate limits of the municipality prior to the effective date of the annexation by complying with this article. If all the requirements, including all notice and public hearing requirements, of this article are met, **the zoning shall become effective upon the date the territory is annexed into the corporate limits, or upon the date the zoning process is completed, whichever is later.**

(b) A municipality which exercises its authority to zone territory within its corporate limits shall pre-zone territory as provided in subsection (a) and issue a statement of zoning classification to an affected property owner if the individual property owner residing in the area to be annexed requests in writing that a zoning determination be made pursuant to this section prior to being annexed.

(c) Any pre-zoning established by a municipality pursuant to this section for territory proposed for annexation shall be null and void as to any portion of the territory that is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law.

(d) Nothing contained in this section shall allow a municipality to zone territory outside the corporate limits of the municipality that is not in the process of being annexed into the corporate limits of a municipality as provided by law.

(e) Section 6-5-127 shall be applicable to any property pre-zoned pursuant to this section.

(Act 2009-629, p. 1926, §1.)

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2016-**

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

**Property Located Northeast of Edgewood Drive and County Road 64
James V. Roberts, Conservator of Jeannette D. Lazzari**

WHEREAS, on the 27th day of June, 2016, being the owner of all real property, hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory, and a map of said property showing its relationship to the corporate limits of the City of Daphne, Alabama; and

WHEREAS, after proper publication, a public hearing was held by the City Council on September 19, 2016 concerning the petition for annexation; and

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on July 28, 2016, and the Commission set forth a favorable recommendation with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development, and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review, and consideration of future traffic improvements in this area, for the City Council of the City of Daphne to consider said request for annexation of said property.

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

SECTION ONE: ANNEXATION

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

SECTION TWO: ZONING

At the October 3, 2016 regularly scheduled City Council meeting Ordinance 2016- was adopted pre-zoning the said property as PUD, Planned Unit Development.

SECTION THREE: DESCRIPTION OF TERRITORY

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

Legal Description for Annexation:

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama is set forth and described in Exhibit "A" and attached hereto a map of the property (*Exhibit "B"*) showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this ordinance.

SECTION FIVE: PUBLICATION

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

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS THE _____ DAY OF _____, 2016.

Dane Haygood,
Mayor

ATTEST:

Rebecca A. Hayes,
City Clerk

EXHIBIT "A"

68.87 AC

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

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

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:30 p.m. Present were Chairman Randy Fry, Councilwoman Mrs. Conaway, Councilwoman Angie Phillips, Councilman Ron Scott, Councilman Pat Rudicell, Councilman John Lake, Councilman Robin LeJeune, Finance Director Kelli Kichler, Senior Accountant Suz anne Henson, Human Resource Director Vickie Hinman, Revenue Officer Jamie Smith, and City Attorney Kevin Boucher.

Also in attendance were, Mr. Joe Davis, Ms. Victoria Phelps, LFPOA, Mr. Ray Moore, HMR, Public Works Deputy Director William Eringman, Civic Center Director Margaret Thigpen, Recreation Director David McKelroy, City Clerk Rebecca Hayes, Marketing Coordinator, Ms. Kara Wilbourn, and Environmental Program Manager Ashley Campbell. Mr. Richard Johnson, Public Works Director was absent.

I. PUBLIC PARTICIPATION

II. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

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

<u>Positions</u>	<u>Status</u>
Police Dispatcher	DOH: 8/11/2016
Police Officer	DOH: 9/8/2016
School Crossing Guard (1)	DOH: 9/8/2016
School Crossing Guard (1)	Posting: Until filled
PT Library Aide	Reviewing Applications
Building Maintenance Tech.	Scheduling Interviews
Volunteer Coordinator	Interviewing

Safety Committee

Next Safety committee meeting is September 28 @ 10:00 a.m. New security system should be in place in October for Receptionist, HR and Revenue. The committee discussed injuries and property damage.

Other HR projects/meetings/events:

- Kronos/Munis Upgrades are ongoing
- New Employee Orientation – September 20th.

Ms. Kichler reviewed the Overtime Report. Discussion was made on the reduction of overtime from the previous year.

III. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – August, 2016

BUSINESS LICENSE COUNT through 08/31/2016	
Issued THIS MONTH:	
NEW Licenses	66
RENEWAL Licenses (2016)	27
PRIOR YEAR Licenses (2015 and Prior)	3
Total Issued THIS MONTH	96
Total Issued THIS MONTH - PREVIOUS YEAR	72
Net Gain/-Loss Current VS Previous Yr MONTH	+ 24
Total Issued YTD 2016	4,521
Total Issued YTD - PREVIOUS YEAR	4,318
Net Gain/-Loss Current VS Previous Yr YTD	+ 203

Code enforcement issued 18 warnings resulting in businesses becoming compliant and \$3,908.95 in revenue. Mrs. Smith reviewed the following reports and information:

- Business License Fees report for March separated by Territory and Status.
- New Businesses with a physical location in Daphne - 14
- Total collections for July 2016 were \$20,710.32
- YTD collections are up \$72,521.23 from the previous year.
- Delinquency report showed 18 current delinquencies.

IV. CURRENT BUSINESS

A. Approve previous Junes minutes

The previous minutes were approved.

B. Financial Reports

1. Treasurer's Report: August, 2016

Mrs. Henson reviewed the Treasurer's Report:

TREASURER'S REPORT						
As of August 31, 2016						
Account Type/Title	Bank / Brokerage	8/31/2016	7/31/2016	Increase (Decrease) from last Month	8/31/2015	Increase (Decrease) from Last Year
Total Unrestricted Cash Balance		11,565,089	11,764,438	(199,349)	\$ 9,551,440	\$ 2,013,649
Total Restricted Cash Balance		9,075,548	9,582,532	(506,984)	7,888,754	1,186,794
Total City Cash Balance		\$ 20,640,637	\$ 21,346,970	\$ (706,333)	\$ 17,440,194	\$ 3,200,443
Encumbrance Total as of 8/31/2016					\$96,714	

Ms. Kichler noted that the BP Oil Spill fund account is zero because those monies have been transferred to the Industrial Development Board (*Ord 2015-75 Option C*). Mrs. Henson noted a closed fund will remain on the report until current year and previous year are both zero – so that the total cash balance comparison is correct by fiscal year. Mrs. Henson reviewed the Reserve for Encumbrance report and noted the balance for August 2016 is \$96,714.

The Treasurer's Report as of August, 2016 Total Unrestricted Cash Balance - \$11,565,089 and Total City Cash Balance - \$20,640,637 was presented to be filed for audit.

2. Sales and Use Taxes: July, 2016

Mrs. Henson reviewed the Sales & Use Tax Reports and Graphs: \$1,287,651.05 was collected for July 2016 which is up \$64,657.10 from July 2015's collections of 1,222,993.95:

- YTD Variance over Budget - \$ 770,350.04

3. Lodging Tax Collections, July, 2016

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for July, 2016 were \$148,367 which is up \$7,469.30 from July 2015's collections of \$140,897.70.

- YTD Variance over Budget: \$ 46,615.74

4. Lodging Tax Fund : Statement of Rev over Exp, August, 2016

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

- Unreserved balance for Bayfront related purchases - \$ 1,457,553.73
- Recreation related purchases - \$ 726,241.66

Mrs. Henson noted that recent expenditures for Mayday Boat Ramp, Gator Alley, and Daphne SportsPlex are reflected in the report. Discussion was made on the Recreation debt that was previously forgiven and not required to be paid back by the Lodging Tax monies. Mrs. Henson noted that the allocation percentage change (*3% IDB now allocated for Recreation*) for Lodging Tax collections that was just approved by Council in Ordinance 2016-52 will be reflected in the next report.

5. Correction/Court Fund Report, July, 2016

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

- Court balance - \$205,598.52
- Corrections balance - \$ 5,287.24
- No transfers to date from the court portion of the fund to the corrections for the purchase of inmate meals

6. General Fund Budgetary Comparison Schedule, June 2016

7. General Fund Balance Sheet, June 2016

8. General Fund Statement of Rev Over Exp, June 2016

9. Debt Service Fund Statement of Rev Over Exp, June 2016

10. Debt Service Summary Activity for General Fund through August 2016

11. Debt Service Summary Activity for Enterprise Funds through August 2016

12. Agency Funds Combining Statement of Assets and Liabilities, June 2016

13. Special Revenue Funds Balance Sheet, June, 2016

14. Special Revenue Funds Stmt Rev, Exp,&Changes in Fund Balance, June 2016

15. Capital Projects Funds Balance Sheet, June 2016

16. Capital Projects Funds Statement of Rev Over Exp, Next-June 2016

17. Enterprise Funds Statement of Net Position, June, 2016

18. Enterprise Funds Stmt of Rev, Exp, & Changes in Net Position, June 2016

Ms. Kichler noted that the City received the CAFR award for FY2015 and noted this is the fourth year the City has received the award. Ms. Kichler also noted that the auditors would arrive on November 15, 2016 to begin the FY2016 annual audit.

Ms. Kichler reviewed the financial reports:

General Fund

Unassigned fund balance - \$12,784,469

Net change for June 2016 - \$1,782,608

Total liabilities, deferred inflow, and fund balances - \$14,217,763

Ms. Kichler reviewed the Budgetary Comparison report as of June 30, 2016 and noted that total expenditures were at 70% and transfers to other funds is \$1,472,937 with the largest transfer being to Debt Service.

Debt Service Fund

Discussion was made on debt service payments and debt maturity dates.

DEBT SERVICE FUND	AS OF	8/31/2016
FY2016 YTD Principal payments made		\$ 3,530,103
FY2016 YTD Interest Payments made		\$ 1,083,970
FY2016 TOTAL YTD DEBT PAYMENTS		\$ 4,614,073
FY2016 Remaining Debt payments		\$ 198,299
Balance of Debt for Warr/Bond Issues		\$ 33,340,132
Balance of Debt for Capital Leases		\$ 1,441,923
TOTAL DEBT BALANCE		\$ 34,782,055
ENTERPRISE FUND - DEBT SUMMARY - AS OF		
		8/31/2016
FY2016 YTD Principal payments made		\$ 145,213
FY2016 YTD Interest Payments made		\$ 7,536
FY2016 TOTAL YTD DEBT PAYMENTS		\$ 152,749
FY2016 Remaining Debt payments		\$ 270,666
TOTAL DEBT BALANCE FOR CAPITAL LEASES		\$ 313,640

Agency Funds

Fund balance for Agency Funds - \$125,811

Special Revenue Funds

Fund balance for Special Revenue Funds: \$3,621,860

Capital Projects Funds

Capital Reserve Fund balance - \$3,335,861. Ms. Kichler noted the 2012 Construction Fund is now closed and the 2014 Construction fund has a balance of \$782,411. The 2014 Construction Fund monies will be used to pay for the ongoing Sewer projects. Ms. Kichler noted that the 2016 Capital Improvement Fund would be included in this report next month since the monies were received after June, 2016.

Enterprise Funds

Transfers required from General Fund to Enterprise fund for net Operating Losses are as follows:

- Solid Waste (*Garbage & Recycling*) – (\$396,048)
- Civic Center – (\$240,156)
- Bayfront – (\$115,057)
- Total transfer to the Enterprise Funds – (\$751,261)

19. Bills Paid Reports – August, 2016

The Bills Paid Report was presented in the packet.

C. Bids: (Resolution)

1. 2016-P-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL

Mr. Eringman stated that this is the first time the City has bid out the Monitoring Services bid and the cost have come in far higher than anticipated. Mr. Eringman noted that he had compared the bid submittal cost with other municipalities/organizations contracts and the costs received are much higher. Mr. Eringman noted a letter has been submitted requesting a re-bid. Mr. Scott asked about the cost of this service. Discussion continued on the additional manpower that would be needed for the City to perform the monitoring services in-house. The Mayor discussed this being a reimbursable expense. Ms. Victoria Phelps stated that she also works for FEMA doing infrastructure grant writing and that the reimbursement percentage does fluctuate according to the event. Ms. Phelps stated you can have your own forces monitor but this would restrict the Public Works employees from doing other needed work and the FEMA reimbursement would only be for overtime. Discussion continued that if City employees performed the monitoring services they would have to be FEMA trained.

MOTION BY Mr. Scott to recommend to Council to reject the 2016-P-MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL bid and rebid to obtain more competitive bid. Seconded by Mrs. Phillips. Motion carried.

2. 2016-Q-SANITARY SEWER PROJECT MATERIALS: PIPING & MATERIALS

Mr. Ray Moore, HMR reviewed the bid submittals and noted the low bid came in about 1/3 the estimated cost. Mrs. Henson stated the low bid was Fergusson Enterprises, Inc. (\$26,990.29) and is recommended by HMR for award.

MOTION BY Mr. Scott to recommend to Council to award the 2016- Q-SANITARY SEWER PROJECT MATERIALS: PIPING & MATERIALS for unit cost bid to Fergusson Enterprises, Inc. Seconded by Mr. LeJeune. Motion carried.

3. 2016-R-SANITARY SEWER PROJECT MATERIALS: BRASS FITTINGS

Mrs. Henson stated this bid will open on September 21, 2016 and requested the bid award be submitted straight to Council agenda on October 3, 2016 so there would not be any delay in delivery of the sewer project materials which would hold up installation. Mr. Moore noted the pipe materials will take approximately 30 days for delivery but the brass fittings should be delivered quickly upon order.

MOTION BY Mrs. Conaway to recommend to Council the 2016- R-SANITARY SEWER PROJECT MATERIALS: BRASS FITTINGS be placed on the October 3, 2016 Council Agenda for consideration of award so materials can be ordered with the piping materials. Seconded by Mrs. Phillips. Motion carried.

A. Appropriation Request: (Ordinance)

1. Property purchase: Tallent Lane-(adjacent to new Daphne SportsPlex) - \$207,000

Mrs. Phillips asked the Mayor for his input on the property purchase. Mayor Haygood answered he thought the \$207,000 was a little high. Mrs. Campbell noted that if additional homes are built on this property environmental issues would need to be reviewed. Mr. Fry noted the price was dropped from \$270,000 to \$207,000 but he recommended the Mayor negotiate further. Discussion continued on whether the City needs to purchase the property or just an easement.

The Mayor agreed he would negotiate the following options with the property owner: purchase of the property, temporary easement, or permanent right of way and report back to the Finance Committee.

B. Property Donation – Ashley Campbell - Tyler Prescott and Point Clear Ridge LLC for the ADEM 319 Grant (Resolution)

Mrs. Campbell stated she had been working on these property donations a while and discussed property improvements that needed to be made to these properties. Mrs. Campbell stated the grant monies related to these properties have been approved and are available.

MOTION BY Mrs. Phillips to recommend to Council to adopt the Resolution authorizing the Mayor to execute agreement for donated property:

1) Point Clear Ridge Development, LLC – PPIN: 282815

2) Tyler Prescott property – PPIN: 227644

Seconded by Mrs. Conaway. Motion carried.

C. FY2017 Proposed Budget (Ordinance)

Ms. Kichler noted the FY2017 Proposed Budget has been presented to Council with the General Fund Revenues over Expenditures - \$281,328. Finance Committee members all reviewed their requested amendments to the FY2017 Proposed Budget and they are as follows:

(The Ordinance to adopt the FY2017 Budget will be a second read at the September 19, 2016 Council meeting).

FY 2017 Possible Amendments:

1) Increase Crossing Guards pay to \$15/hr.	(17,348.00)
2) Runoff Election - October 3, 2016	(10,000.00)
3) School Feasibility Study	(35,000.00)
4) Project Wise Program Activities	(15,000.00)
5) Consulting Services-Rec Board Organization/Programs, FD OT City Wide Team Building and Strategic Planning	(25,000.00)
6) Decrease in Lobbying Contract to Adams and Reese	25,000.00
7) Change effective date of Employee COLA to 1/1 instead of 4/1 (\$.50 hour increase)	(88,765.76)
8) Purchase of \$130,000 Hydromower and \$55,000 New Tractor and Mower - 3rd Quarter Lease	(25,000.00)
9) Removal of Chief Administrative Officer	78,000.00

V. OLD BUSINESS

VI. ADJOURN The meeting adjourned at 5:50 p.m.

TREASURER'S REPORT

As of August 31, 2016

Account Type/Title	Bank / Brokerage	8/31/2016	7/31/2016	Increase (Decrease) from last Month	8/31/2016	Increase (Decrease) from Last Year
GENERAL FUND & ENTERPRISE FUNDS	Compass Bank1	\$ 6,023,209	\$ 6,209,548	\$ (186,339)	\$ 4,165,201	\$ 1,858,008
INVESTMENT FUND	Raymond James	5,454,411	5,454,762	(351)	\$ 5,305,255	\$ 149,156
CREDIT CARD ACCOUNT	Compass Bank3	3,511	13,812	(10,301)	\$ -	\$ 3,511
MUNICIPAL COURT	Compass Bank2	83,959	86,316	(2,357)	\$ 80,984	\$ 2,975
Total Unrestricted Cash Balance		11,565,089	11,764,438	(199,349)	\$ 9,551,440	\$ 2,013,649
SPECIAL REVENUE FUNDS						
MUNICIPAL COURT	Compass Bank1	28,863	16,718	12,145	19,033	9,830
SELF INSURANCE	Compass Bank1	108,881	112,514	(3,633)	82,165	26,716
FLEX SPENDING	Compass Bank1	6,130	1,481	4,649	8,530	(2,400)
4 CENT GAS TAX	PNC Bank1	207,166	202,368	4,798	149,282	57,884
7 CENT GAS TAX	PNC Bank2	441,024	448,453	(7,429)	450,659	(9,635)
TREE & FLOWER	Compass Bank1	18,926	18,926	(0)	16,666	2,260
SAIL SITE	PNC3/Compass1	(703)	(78)	(625)	(234)	(469)
NON-MAJOR STORMS	Compass Bank1	(193,309)	(193,309)	(0)	(1,255,423)	1,062,114
BP OIL SPILL	Compass Bank1	-	426,768	(426,768)	426,768	(426,768)
FEDERAL DRUG FORFEITURES	Compass Bank1	207,403	242,368	(34,965)	301,494	(94,091)
LOCAL DRUG FORFEITURES	Compass Bank1	(9)	16	(25)	20,628	(20,637)
LIBRARY	Compass Bank1	14,161	24,764	(10,603)	6,685	7,476
CONCESSION STAND	Compass Bank1	-	-	-	(3,826)	3,826
COURT TRAINING & EQUIPMENT	Compass Bank2	36,031	36,366	(335)	32,632	3,399
COURT JUDICIAL ADMINISTRATIVE	Compass Bank2	111,969	107,631	4,338	128,597	(16,628)
COURT CORRECTION	Compass Bank2	212,447	210,516	1,931	185,513	26,934
LODGING TAX	Compass Bank1	2,125,570	2,115,114	10,456	2,764,902	(639,332)
		3,324,951	3,770,616	(446,065)	3,334,071	(9,520)
CAPITAL PROJECT FUNDS						
CAPITAL RESERVE	Wells Fargo Bank1	2,547,309	2,547,296	13	1,409,903	1,137,406
2012 CONSTRUCTION	Regions Bank	-	-	-	-	-
2014 CAPITAL IMPROVEMENTS	Compass Bank	782,445	782,428	17	782,238	207
2016 CAPITAL IMPROVEMENTS	Compass Bank	845,200	906,150	(60,950)	-	845,200
		4,174,955	4,235,874	(60,919)	2,192,141	1,982,814
DEBT SERVICE FUNDS						
DEBT SERVICE	Wells Fargo Bank2	1,576,042	1,576,042	0	2,362,542	(786,500)
Total Restricted Cash Balance		9,075,548	9,582,532	(506,984)	7,866,754	1,186,794
Total City Cash Balance		\$ 20,640,637	\$ 21,346,970	\$ (706,333)	\$ 17,449,194	\$ 3,200,443
Encumbrance Total as of 8/31/2016					\$96,714	

SALES & USE TAXES

*Adjusted to accrued collections

ACTUAL COLLECTIONS

FY 2016 BUDGET vs ACTUAL

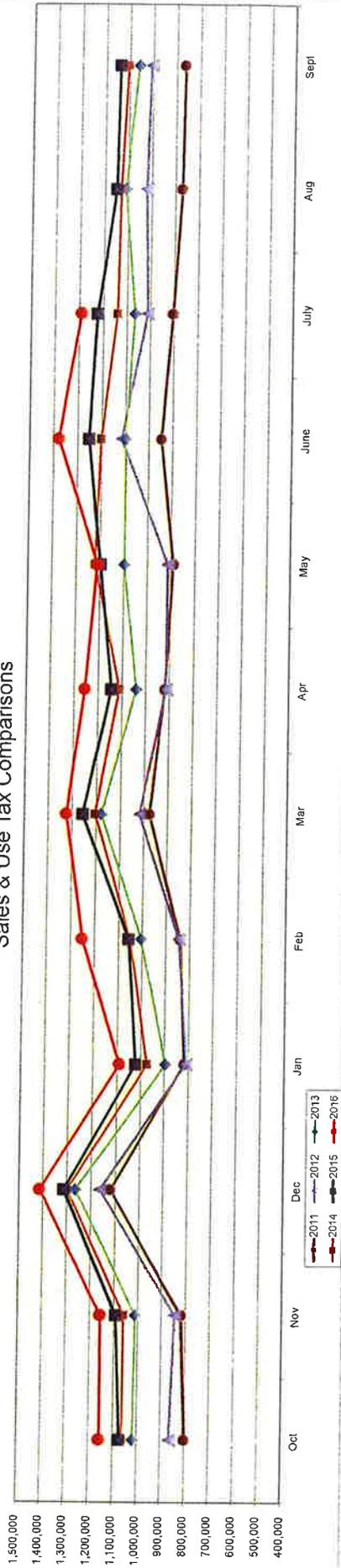
	7/8 Year												YTD Variance	% Over / (Under) Monthly Budget					
	2012			2013			2014			2015					2016			Sparklines	Budget
October	864,727.27	1,019,065.37	1,062,861.14	1,073,290.88	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34	1,154,933.34		
November	845,342.45	1,011,813.96	1,061,121.86	1,092,961.96	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	1,157,742.46	46,692.46	4.2%
December	1,165,135.62	1,266,051.50	1,299,075.20	1,312,012.89	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	1,411,946.31	78,219.31	5.9%
January	809,785.59	895,717.19	974,224.69	1,023,171.34	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	1,089,869.73	49,764.73	4.8%
February	845,101.34	1,004,349.50	1,051,602.29	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	1,056,996.02	175,546.09	16.3%
March	1,018,721.43	1,181,007.55	1,205,342.67	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	1,256,397.38	45,388.37	3.6%
April	911,438.60	1,039,769.87	1,110,085.05	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	1,144,598.61	89,263.65	7.7%
May	911,839.30	1,098,548.05	1,218,956.40	1,198,226.99	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,209,149.30	1,218,058	-0.7%
June	1,114,149.53	1,097,507.32	1,202,126.66	1,252,030.17	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	1,376,077.74	103,326.74	8.1%
July	1,010,193.08	1,065,215.02	1,139,120.72	1,222,993.95	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	1,287,651.05	127,178.05	11.0%
August	1,021,267.76	1,110,126.44	1,129,483.17	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,890.48	1,148,176	
September	1,004,661.04	1,058,958.43	1,104,411.74	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,138,473.73	1,122,690	
Totals	11,522,363.01	12,848,130.20	13,558,411.59	13,920,144.40	12,512,891.04	12,512,891.04	12,512,891.04	12,512,891.04	770,350.04										

Budgeted Dollar Increase (Actual) FY15 vs (Budgeted) FY16	93,263
Budgeted Percent Increase FY15 vs FY16	0.7%

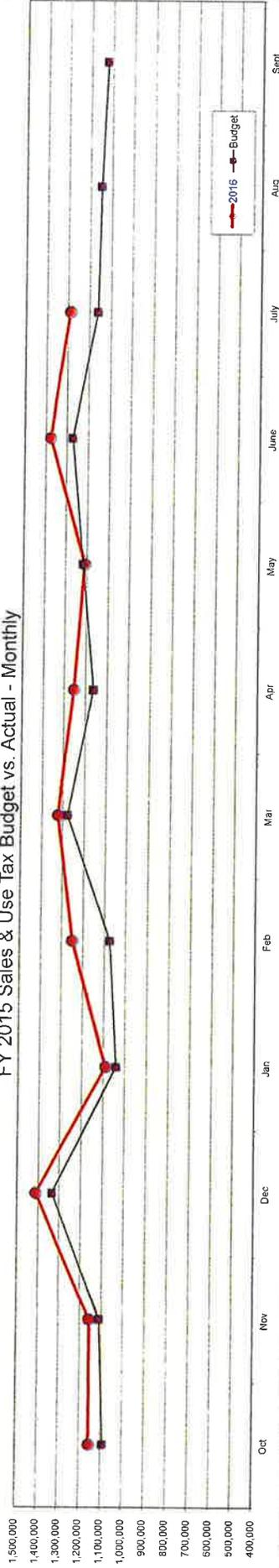
Fiscal Year Changes Year Over Year

	\$ Change												Annual % Change		
	2012-2013	2013-2014	2014-2015	2015-2016	2015-2016	2015-2016	2015-2016	2015-2016	2015-2016	2015-2016	2015-2016	2015-2016		2015-2016	2015-2016
October	154,338.10	43,795.77	10,429.74	81,842.46	81,842.46	81,842.46	81,842.46	81,842.46	81,842.46	81,842.46	81,842.46	81,842.46	81,842.46	81,842.46	17.8%
November	166,471.51	49,307.90	31,840.10	64,780.50	64,780.50	64,780.50	64,780.50	64,780.50	64,780.50	64,780.50	64,780.50	64,780.50	64,780.50	64,780.50	19.7%
December	100,915.88	33,023.70	12,937.69	99,933.42	99,933.42	99,933.42	99,933.42	99,933.42	99,933.42	99,933.42	99,933.42	99,933.42	99,933.42	99,933.42	8.7%
January	85,931.60	78,507.50	48,946.55	66,698.39	66,698.39	66,698.39	66,698.39	66,698.39	66,698.39	66,698.39	66,698.39	66,698.39	66,698.39	66,698.39	10.6%
February	159,248.16	47,252.79	5,393.73	193,039.07	193,039.07	193,039.07	193,039.07	193,039.07	193,039.07	193,039.07	193,039.07	193,039.07	193,039.07	193,039.07	18.8%
March	162,286.12	24,335.12	51,054.71	66,181.99	66,181.99	66,181.99	66,181.99	66,181.99	66,181.99	66,181.99	66,181.99	66,181.99	66,181.99	66,181.99	15.9%
April	128,331.27	70,315.18	34,613.66	108,208.04	108,208.04	108,208.04	108,208.04	108,208.04	108,208.04	108,208.04	108,208.04	108,208.04	108,208.04	108,208.04	14.1%
May	186,708.75	120,408.35	(20,729.41)	10,922.31	10,922.31	10,922.31	10,922.31	10,922.31	10,922.31	10,922.31	10,922.31	10,922.31	10,922.31	10,922.31	20.5%
June	(16,642.21)	104,619.34	49,903.51	124,047.57	124,047.57	124,047.57	124,047.57	124,047.57	124,047.57	124,047.57	124,047.57	124,047.57	124,047.57	124,047.57	-1.5%
July	55,021.94	73,905.70	83,873.23	64,657.10	64,657.10	64,657.10	64,657.10	64,657.10	64,657.10	64,657.10	64,657.10	64,657.10	64,657.10	64,657.10	5.4%
August	88,858.68	19,356.73	19,407.31	19,407.31	19,407.31	19,407.31	19,407.31	19,407.31	19,407.31	19,407.31	19,407.31	19,407.31	19,407.31	19,407.31	8.7%
September	54,297.39	45,453.31	34,061.99	34,061.99	34,061.99	34,061.99	34,061.99	34,061.99	34,061.99	34,061.99	34,061.99	34,061.99	34,061.99	34,061.99	5.4%
Annual \$ Cha	1,325,767.19	710,281.39	361,732.81	880,110.85	11.5%										
Annual % Change															11.5%

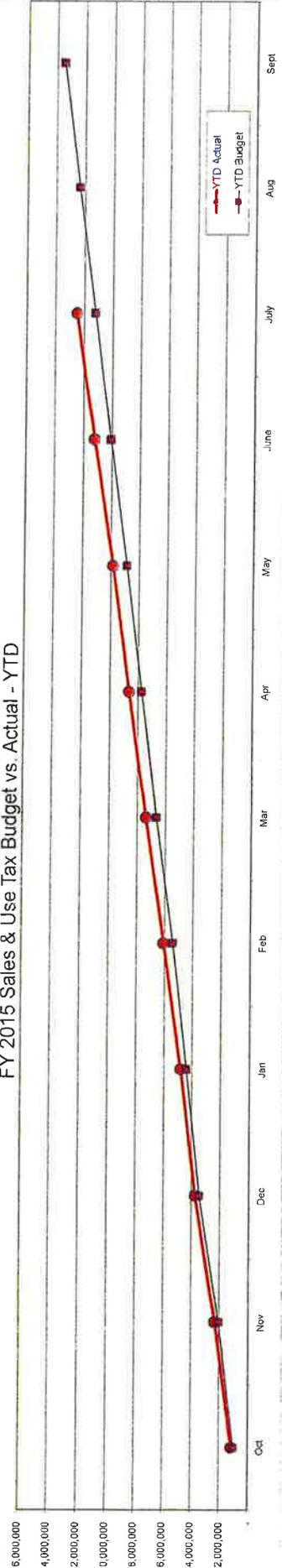
Sales & Use Tax Comparisons



FY 2015 Sales & Use Tax Budget vs. Actual - Monthly



FY 2015 Sales & Use Tax Budget vs. Actual - YTD



MONTHLY LODGING TAX COLLECTIONS

*Based on Accrued Collections

ACTUAL COLLECTIONS

	FY 11	FY 12	FY 13	FY 14	FY 15	FY 16	10 Year Spark Line
October	56,001.39	52,002.53	51,578.40	48,382.05	74,581.63	82,326.38	
November	48,329.73	47,568.08	43,459.48	43,912.92	77,289.64	77,075.08	
December	47,210.56	42,279.22	40,495.14	38,122.53	69,595.61	67,742.93	
January	49,006.12	41,917.34	47,548.01	43,198.04	72,323.09	69,451.25	
February	43,052.68	47,348.50	54,207.03	49,784.71	92,153.01	84,997.02	
March	67,422.43	70,058.33	64,325.47	71,954.97	112,752.43	104,422.79	
April	48,487.83	51,939.06	47,434.55	66,245.34	101,165.07	95,497.23	
May	57,880.48	54,740.45	68,448.49	107,155.55	108,715.74	104,483.34	
June	67,544.77	69,822.91	71,090.69	127,920.37	111,337.21	126,568.77	
July	76,631.86	79,417.80	94,310.47	139,337.37	140,897.70	148,367.00	
August	52,820.33	50,417.73	52,427.99	93,733.35	90,758.34	148,367.00	
September	45,216.75	46,968.89	45,148.35	71,790.24	84,931.51		
Total	659,604.93	654,478.84	680,474.07	922,597.44	1,136,521.98	960,931.79	

Ord 1997-28 adopted December 8, 1997 incr levy from 3% to 4%.

Ord 2014-06 adopted February 17, 2014 incr levy from 4% to 6% - effective for Collections for April 2014 reflected in May 2014

CHANGE IN DOLLARS

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	9 Year Spark Line
October	16,595.83	(3,988.86)	(424.13)	(3,196.35)	26,199.58	7,744.75	
November	14,566.36	(761.65)	(4,108.60)	453.44	33,376.72	(214.56)	
December	15,639.16	(4,931.34)	(1,784.08)	(1,372.61)	30,483.08	(1,842.88)	
January	6,122.42	(7,088.78)	5,630.67	(4,349.97)	29,125.05	(2,871.84)	
February	(3,945.64)	4,293.82	6,860.53	(4,422.32)	42,368.30	(7,155.99)	
March	14,650.91	2,635.90	(5,732.86)	7,629.50	40,797.46	(8,329.64)	
April	6,956.78	3,451.23	(4,504.51)	38,810.79	19,950.73	(5,698.84)	
May	(8,940.48)	(3,140.03)	13,708.04	38,707.06	1,560.19	(4,232.40)	
June	(12,278.07)	2,278.14	1,267.76	56,829.68	(16,593.16)	15,231.58	
July	(15,274.61)	2,785.94	14,892.67	45,086.90	1,500.33	7,469.30	
August	(10,503.25)	(2,402.60)	2,010.26	41,395.38	(2,975.01)		
September	(7,446.04)	1,752.14	(1,820.54)	26,641.89	13,141.27		
Total	16,143.39	(5,126.09)	25,995.23	242,123.37	213,924.54	99.66	

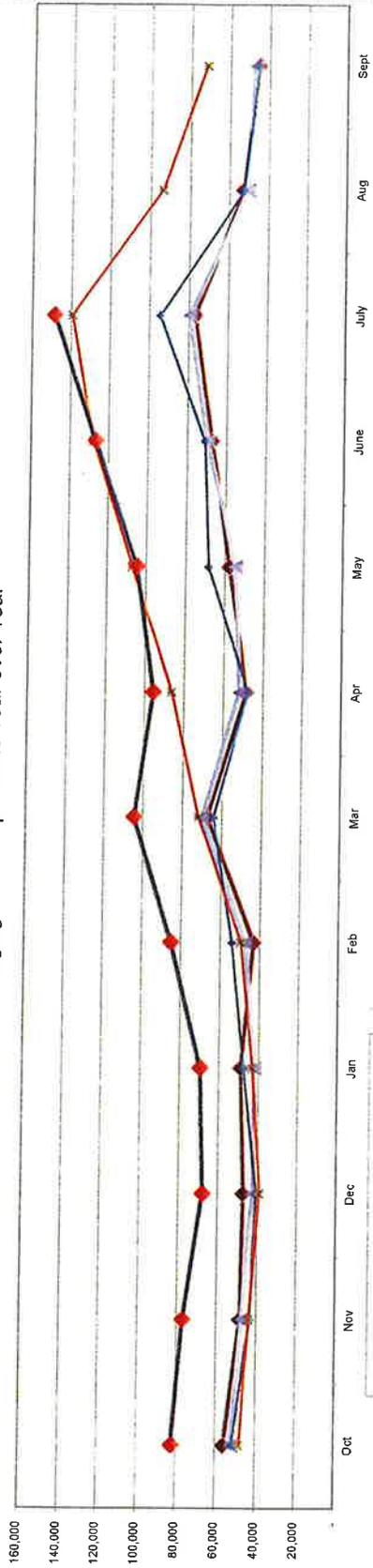
FY 2016 BUDGET vs. ACTUAL

	Budget	Monthly Variance	YTD Variance	% Over / (Under) Monthly Budget
October	76,484.98	5,831.40	5,831.40	7.6%
November	70,694.40	6,380.68	12,212.08	9.0%
December	64,162.54	3,590.39	15,802.47	5.6%
January	70,905.79	(1,454.54)	14,347.93	-2.1%
February	84,192.65	804.37	15,152.30	1.0%
March	107,795.78	(3,372.99)	11,779.31	-3.1%
April	84,458.03	11,039.20	22,818.51	13.1%
May	104,577.65	(94.31)	22,724.20	-0.1%
June	113,382.33	13,186.44	35,910.64	11.6%
July	138,661.90	9,705.10	45,615.74	7.0%
August	86,164.99			
September	73,518.97			
Total	1,075,000.01	45,615.74		

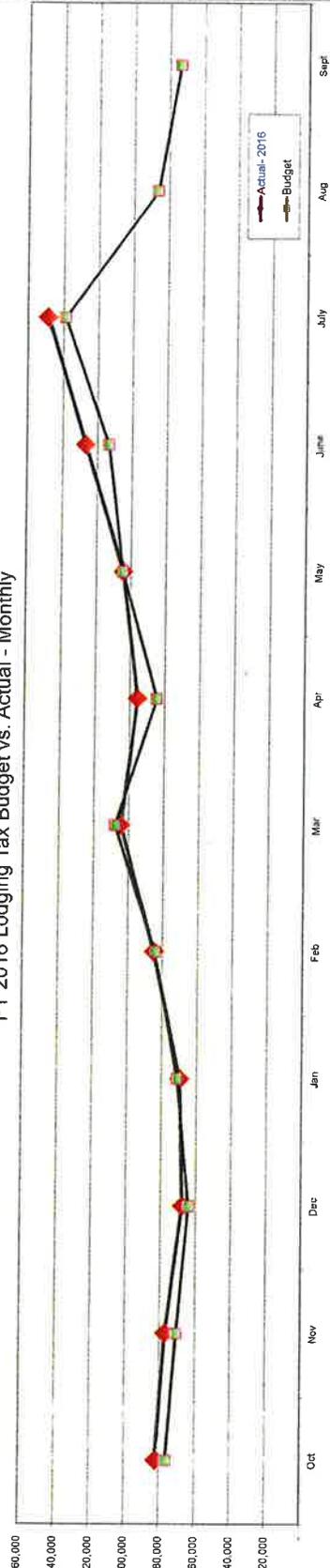
CHANGE IN PERCENTAGE

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
October	-7.7%	-0.8%	-6.6%	35.1%	9.4%
November	-1.6%	-9.5%	1.0%	43.2%	-0.3%
December	-11.7%	-4.4%	-3.5%	43.8%	-2.7%
January	-16.9%	11.8%	-10.1%	40.3%	-4.1%
February	9.1%	12.7%	-8.9%	46.0%	-8.4%
March	3.8%	-8.9%	10.6%	36.2%	-8.0%
April	6.6%	-9.5%	45.0%	14.8%	-6.0%
May	-5.7%	20.0%	36.1%	1.4%	-4.1%
June	3.3%	1.8%	44.4%	-14.9%	12.0%
July	3.5%	15.8%	32.3%	1.1%	5.0%
August	-4.8%	3.8%	44.1%	-3.3%	
September	3.7%	-4.0%	37.1%	15.5%	
% Change	2.4%	-0.8%	3.8%	18.8%	

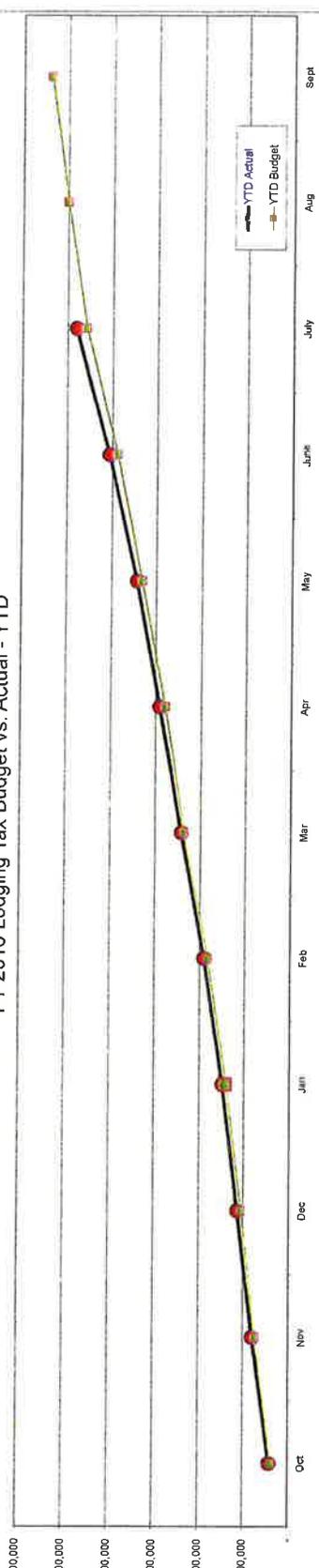
Lodging Tax Comparisons Year over Year



FY 2016 Lodging Tax Budget vs. Actual - Monthly



FY 2016 Lodging Tax Budget vs. Actual - YTD



**Lodging Tax Fund
Statement of Revenues Over(Under)Expenditures**

	ACTUAL FY 1995-2004	ACTUAL FY 2005-2010	ACTUAL FY 2011-2013	ACTUAL FY 2014	ACTUAL FY 2015	DRAFT 8/31/2016	Total
Revenues							
Lodging Taxes	1,596,764.95	3,506,472.72	1,994,557.84	922,597.94	1,136,521.48	1,045,863.30	10,202,778.23
Settlement	30,000.00	-	-	-	-	-	30,000.00
Donations	240,300.00	10,000.00	-	-	-	-	250,300.00
Grants	498,100.00	1,390,048.13	172,458.01	-	80,961.99	166,167.19	2,307,735.32
Total Revenues	2,365,164.95	4,906,520.85	2,167,015.85	922,597.94	1,217,483.47	1,212,030.49	12,790,813.55
Expenditures							
Industrial Development Board	45,002.65	175,428.43	99,727.89	92,652.93	146,039.48	136,962.22	694,813.60
Downtown Redevelopment Authority	-	-	131,900.98	42,540.38	56,169.03	52,283.16	282,903.55
Cost of Debt Issuance	112,241.61	-	-	-	-	-	112,241.61
	157,244.26	175,428.43	231,628.87	135,193.31	202,208.51	189,255.38	1,089,958.76
BayFront Property Related Exp							
Bay Front Property	4,684,723.62	666,067.18	-	-	-	210,818.63	5,561,609.43
Bay Front Parking Lot	-	105,793.06	-	24,028.11	-	-	129,821.17
Bay Front Swing Bench	-	3,896.87	-	-	-	-	3,896.87
Bay Front Floors ('15), Windows ('16)	-	-	-	-	23,756.35	18,766.41	42,524.76
Bay Front Park Improvements	-	2,358.75	500.00	-	-	-	2,858.75
Bay Front Park Deck	-	-	20,000.00	-	-	-	20,000.00
Bay Front Restrooms	-	44,139.11	1,947.26	-	-	-	46,086.39
Bay Front/VP Invasive Species Grant	-	-	62,839.32	3,181.25	999.00	-	87,019.57
Boardwalk Parking Lot - Gator Alley	-	-	-	17,459.00	124,367.97	583,363.60	725,210.77
Boardwalks & Walking Trails	-	-	2,535.00	-	-	-	2,535.00
Building Improvements	48,956.54	56,000.97	44,158.00	-	-	-	149,115.51
Captain O'Neal Sidewalk	-	25,413.49	-	-	-	-	25,413.49
D'Olive Creek Pedestrian Bridge	-	85,279.08	106,592.66	2,043.73	-	-	193,915.47
Gator Alley Bridge	-	-	8,174.90	1,097.45	-	4,377.99	13,650.34
May Day Playground Eqpt	-	30,792.49	-	-	-	-	30,792.49
May Day Boat Ramp	-	414,655.63	18,247.24	-	-	24,000.00	456,902.87
May Day Parking Lot	-	271,248.90	-	-	-	-	271,248.90
May Day Drainage	-	5,000.00	-	-	-	-	5,000.00
May Day Sand Movement Study	-	12,273.50	50,507.50	-	-	-	62,781.00
May Day Grounds & Landscaping	-	-	5,000.00	-	-	-	5,000.00
Mobile Bay NEP Contribution	-	-	7,000.00	-	-	30,000.00	37,000.00
Property Improvements	1,712.30	2,244.00	2,629.57	-	-	-	6,585.87
Village Point Grant - Brdwlk - ADECA	-	-	-	-	9,705.54	119,984.35	129,589.89
Village Point Park Preserve-Survey	-	-	-	-	-	990.00	990.00
Williams Property (1/2) Brdwlk Prkng Lot	-	-	-	47,138.87	-	-	47,138.87
Total Bay Front Related Exp	4,735,392.46	1,725,163.03	350,131.47	94,948.41	158,830.86	992,221.18	8,056,687.41
Recreation Exp							
(Rec Loan from GF-\$643,644 Forgiven 6/1/14)	-	-	-	-	-	-	-
Sports Complex Entrance Rd (FY12-14)	-	-	831,091.66	48,517.96	-	-	879,609.66
Daphne Parks Master Plan-Survey	-	-	-	-	38,518.07	101,401.65	139,919.72
Daphne Parks Master Plan-Design Fees	-	-	-	-	-	378,910.00	378,910.00
Turf & Concrete-Balting Cages/HP Mats	-	-	-	-	9,605.03	2,869.00	12,465.03
Softball/Football Lighting (FY11)	-	-	449,084.04	-	-	-	449,084.04
Bathroom/Concessions (2) (FY10-11)	-	1,152.00	273,593.93	-	-	-	274,745.93
Bleachers (4) (FY11)	-	-	50,000.00	-	-	-	50,000.00
Fence/Net Replacmnt-net of ins (FY11)	-	-	2,062.50	-	-	-	2,062.50
Repair-Bldg/Conces Roof-net of ins(FY11)	-	-	23,197.52	-	-	-	23,197.52
Gazebos-Joe Lewis, Park City & Central	-	-	-	-	-	61,288.95	61,288.95
Total Recreation Exp	-	1,152.00	1,629,029.67	48,517.96	48,123.10	544,369.60	2,271,183.35
Other Financing Sources (Uses)							
Debt Proceeds	5,177,983.00	-	-	-	-	-	5,177,983.00
Transfers from General Fund	353,433.00	(353,433.00)	-	643,643.56	-	-	643,643.56
Transfers to Debt Service (Debt pd 9/20)	(3,042,540.12)	(1,080,638.30)	(436,283.22)	(137,838.00)	(151,628.00)	(141,565.38)	(4,990,493.02)
Transfers to Gen Fund	(20,322.18)	-	-	-	-	-	(20,322.18)
Other Financing Sources (Uses)	2,468,553.70	(1,434,071.30)	(436,283.22)	505,805.56	(151,628.00)	(141,565.38)	810,811.36
Rev & Financing Sources Over							
(Under) Expend & Financing Uses	(58,918.07)	1,570,706.09	(480,057.38)	1,149,743.80	656,693.00	(654,372.05)	2,183,795.39

Reserve: In-Progress BdWalk Repairs: as of 9/15 **(4,524.56)**
 Close Remainder-Gator Alley Reserved Funds, as of 8/2016 **4,524.56**
 Reserve for Recreation **(726,241.66)**
 Unreserved **1,457,553.73**

Lodging Taxes were levied 9/95 @ 3%
 12/97 increase to 4% (Ord 1997-28) / 4/14 increase to 6% (Ord 2014-06)
 FY 01 IDB Contributions started / DTR Authority added FY 10
 DTR: FY 10-\$32,173.09/ FY 11-\$32,980.25/FY 12-\$32,723.95=\$97,877.29
 Current Allocations: 13% IDB
 5% Downtown Redevelopment
 32% Debt Service & Bay Front Property Uses:
 Acq, Dev, & Maint
 50% Recreation Related Capital

As of June 1, 2014:
 Original Recreation Loan \$1,678,700
 Repaid from Collections \$ (1,035,056)
 Loan Balance 6/1/14 \$643,644
 Ord 2014-27 Debt Forgiven \$ (643,644)
 Recreation Balance Owed \$0

Prior Mo Unreserved
1,367,097.67

Prior Mo Res for Rec
 (805,580.66)

Buildings & Property Committee Meeting

Tuesday, September 6, 2016

4:30 p.m.

1705 Main Street, Daphne, AL 36526

Committee Minutes:

Present: Chair Councilman John Lake; Councilwoman Tommie Conaway; Councilman Pat Rudicell; Councilman Randy Fry; Councilman Ron Scott; Councilman Robin LeJeune; and Councilwoman Angie Phillips

Also Present: Jenny White, Assistant City Clerk (Recording Secretary); Rebecca Hayes, City Clerk; Jay Ross, City Attorney; Richard Johnson, Public Works Director; Richard Merchant, Floodplain Manager, Building Inspection; Margaret Thigpen, Civic Center Director; David McKelroy, Director Recreation; Suzanne Henson, Senior Accountant; Ashley Campbell, Environmental Programs Manager; Tonja Young, Library Director; Adrienne Jones, Planning Director; Victoria Phelps, Beautification Committee Member and Lake Forest Property Owners Association (LFPOA), Vice President; Mary Ann Hampton, Former (LFPOA) President, Treasurer; Liz Thomson, Eastern Shore Chamber of Commerce, Director of Tourism and Special Events; Selena Vaughn, Village Point Foundation, Chair; Patrick Collins,(LFPOA) Counsel; and Dorothy Morrison, Beautification Committee and Downtown Redevelopment Committee Authority Member

Absent: Mayor Haygood; Kevin Boucher, City Attorney; and Rick Whitehead, IT Coordinator

1. CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Lake called the meeting to order at 4:30 pm.

2. APPROVAL OF MINUTES: June 6, 2016

Chair Councilman John Lake gave committee time to review minutes for comment or changes. There were no comments or changes noted. Chair stated minutes stand as approved.

PRESENTATION: Liz Thomson, Eastern Shore Chamber of Commerce, Director of Tourism and Special Events, 28th Annual Jubilee Festival, September 24-25, 2016

Liz Thompson gave update on the 28th Annual Jubilee Festival in Olde Towne Daphne scheduled for September 24-25, 2016 from 10:00 a.m. – 5:00 p.m. Opening ceremony starts at 9:50 a.m. on Saturday, September 24, 2016 at City Hall at the Entertainment Stage. Liz passed out save the date flyers and brought posters of the event. Festival has better layout this year with artists and food trucks. A variance ordinance was issued this year for merchants licensed to sell alcohol.

Councilman Ron Scott inquired on advertising of event. Councilman noted the community has expressed interest that the event is not promoted as Fairhope Arts and Crafts Festival.

Liz Thompson commented the event is advertised in AL.com, Alabama Coasting, local radio and television, Alabama public radio, and has a billboard spot.

3. DAPHNE CENTRAL PARK REPORT: Richard Johnson

Richard Johnson gave report on Daphne Central Report. We have seven (7) of the nine (9) new holes completed on east side installed with T-baskets. We have two (2) holes with disc baskets left to install in the woods. These two (2) remaining holes will be very challenging in shooting between the trees. We hope to have

completed by the end of the week. Lake Forest Central Park will have a regulation 18 (eighteen) hole disc golf course at completion.

Richard Johnson asked to find funds for the 17 (seventeen) foot finishing mower for next year's budget. There are a lot of man hours now with using current mower.

Councilwoman Angie Phillips asked for cost on the 17 (seventeen) foot finishing mower.

Richard Johnson commented \$55,000.00 for tractor and mower. Tractor is \$35,000.00 and mower is \$20,000.00.

Chair Councilman John Lake asked how many hours the new tractor and mower will save.

Richard Johnson commented they currently spend 35 (thirty-five) hours mowing a week. The new tractor and mower would cut down hours to 10 (ten) hours a week.

Councilman Ron Scott inquired on plans for additional parking, railing, and bollards.

Richard Johnson identified \$35,000.00 in next year's budget to complete fencing, the connection to swimming and tennis center at east end, and 1 ½ of remaining trail system. We need to make determination on rehab of old wooden bridge on north side with rails or take out completely. My goal is to take care of these items as soon as new budget becomes available for next year.

4) SURPLUS PROPERTY: Suzanne Henson

Suzanne Henson gave Surplus Property Report.

Resolution 2016-

A resolution declaring certain personal property surplus and authorizing the mayor to dispose of such property.

Whereas, the Department Heads of the City of Daphne have determined that the items listed below are no longer required for public or municipal purposes; and

Whereas, the items listed below are recommended for disposal.

Now, Therefore, Be It Resolved, by the Mayor and City Council of the City of Daphne that

1- The property listed below is hereby declared to be surplus property, and

DEPT	EQ/VEH#	DESCRIPTION	VIN/SN
Rec-Parks	1334	2010 JD 1565 Series	TC1565D090168
Rec-Parks	954	2003 Ford F150	1FTRX17W33NA62244

2- The Mayor is authorized to advertise and accept bids through Govdeals.com as contracted for the sale of such personal property, and

3- The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the General Fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder and sign all necessary documents.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2016.

ATTEST:

Rebecca A. Hayes, City Clerk

**MOTION BY Councilwoman Angie Phillips to move Resolution 2016- forward to council. Seconded by Councilwoman Tommie Conaway. All in favor, AYE.
MOTION CARRIED UNANIMOUSLY**

Suzanne Henson commented a sale on four (4) John Deere mowers and (1) generator completed. The mowers sold on average of around \$2,500.00 each and the generator sold at \$30.00. We collected a total of \$11,136.00 from sale.

Suzanne Henson commented the city uses GulfDeals.Com for the sale of surplus items. Suzanne reported ½ million was reported on surplus sales on over 200 items within the past ten (10) years.

5) CIVIC CENTER & BAYFRONT PAVILLION REPORT (AUGUST): Margaret Thigpen

Civic Center Report:

- August 2016 revenue for the Civic Center totaled \$17,093.00 / Increase from August 2015
- FY 2016 YTD Projected Year End Revenue / \$156,672.00
- August 2016 Deposits / \$21,058.50
- FY 2015-2016 YTD Deposits / \$172,650.50

Bayfront Park Pavilion Report:

- August 2016 Revenue / \$5,846.00 / Increase from August 2016
- FY 2015-2016 YTD Projected Year End Revenue / \$65,286.00
- August 2016 Deposits / \$7,866.00
- FY 2015-2016 YTD Deposits / \$64,321.00

Reminder Note: Bayfront – Per Richard Merchant

- On record \$122,330.00 in improvements thus far at Bayfront Pavilion
- Appraisal was for \$295,000.00
- ½ the appraised amount is what we have to work within = \$147,500.00
- This leaves roughly \$25,170.00 for improvements
- The first to fall off due to the 10 year rule will be \$40,000.00 on July 11, 2019.

Daphne Convention & Visitor's Bureau:

Alabama Coasting

Advertisement and article at the printer now and due out next week

- Quarterly Distribution
- 2,000 Condo Rooms
- 70+ Hotels

Upcoming Public Events/Consumer Shows:

Taste of the Eastern Shore – September 23, 2016

- 18 Vendors
- 474 Tickets Sold = \$11,850.00
- At this point ticket sales are cut off at 500

Ballroom Dance – September 30, 2016

- Tickets on Sale
- 163 Tickets Sold + \$3,260.00

Councilwoman Angie Phillips complimented Margaret Thigpen on the Outlook Calendar of events.

6) BUILDING INSPECTION MONTHLY REPORT (AUGUST): Richard Merchant

Richard Merchant reported on Building Inspection for the month of August.

- Total Building Permits / 158
- Total Permit Building Permit Fees / \$38,344.00
- New Home Permits / 19
- CO's /17

Councilwoman Angie Phillips inquired on businesses going in next to Mugshots.

Richard Merchant commented a sub shop is going into location and he's awaiting plans from Dunkin donuts.

7) RECREATION REPORT: David McKelroy

David McKelroy gave Recreation Report. Regular season ball is going on at Trione Park on Monday, Tuesday and Wednesday. Fall ball and recreation soccer begins this month. This weekend we have 35 teams registered for a soccer tournament.

Daphne High School is hosting a cross country meet on September 24th at the back of Trione Park. Twelve (12) cross country teams are participating at meet.

Margaret Thigpen noted this event will be the same weekend of the Jubilee Festival on September 24th and 25th. We hope the visitors come out to the festival.

Councilman Ron Scott inquired about banners to be displayed for events and special festivals in town.

Richard Johnson commented were working with the Jubilee Festival on banners.

Liz Thomson commented banners will be on Main and Trione.

Councilman Ron Scott would like to see decorative banners on flag stands or light posts.

Richard Johnson commented on seasonal banners as an option in town for Christmas, Mardi Gras, and seasonal events.

Councilman Ron Scott asked for lead on seasonal banners and mentioned Dorothy Morrison.

Dorothy Morrison noted she could possibly lead on the seasonal banners.

Chair Councilman John Lake noted placing flyers of events at hotels.

Margaret Thigpen commented she meets with hotels once a month and provides communication of events.

Chair Councilman John Lake inquired on Eastern Shore Chamber of Commerce having a bus for Jubilee Festival from hotels to Trione Park.

Liz Thomson commented they had not discussed. They do have a relationship with BRATS. Liz commented they would look at bus option for event possibly next year.

David commented Brown Bag Concerts are going on for the months of September and October.

8) LIBRARY REPORT: – Tonja Young

Tonja Young gave Library Report. Tonja commented they have been busy with back to school activities. Bookmark Contest is currently going on and will end September 30, 2016. Foundation and Friends of Library are working on project to present to a Work Session Meeting. We are utilizing the left over appropriations for building updates. We are currently repairing ceiling tiles and changing out ballasts. A roof leak was repaired due to air conditioner.

Chair Councilman John Lake inquired on status of 3D printer.

Tonja commented they hired someone to come out to adjust the computer booth and they came once and never returned. Tonja is working on repair status. Once the computer booth is lockdown the 3D printer will be ready for use.

9) VILLAGE POINT BAYFRONT PROPERTIES: Selena Vaughn

Selena Vaughan gave Village Point Bayfront Properties Report. Selena commented she's been in discussion with Andy Bobee of Preble-Rish. Andy has tentative plans to present to the Buildings and Property Committee next month the "Street Scape Idea with Estimate". Selena will send out report for committee to review reference file received from Andy Bobee. She commented on the plans of drainage, sidewalks, tree planting, and establishment of curb cuts.

Selena discussed the Audubon Birding Group within our area has around 50 members. This group has field trips monthly. A 1/3 of the fieldtrips are in Daphne at Bayfront. This group will meet in Daphne for their September monthly meeting in two weeks.

(a) Village Point Planning Committee – Appoint Additional Council Member (B&P Meeting – June 6, 2016)

Chair Councilman John Lake asked committee if they wanted to hold over on appointing additional council member to Village Point Planning Committee.

Councilman Randy Fry commented to hold over.

10) OLD BUSINESS

(a) Strike Team Building at Trione – Land Use Requirements

Chair Councilman John Lake commented no information as of now.

(b) Lake Forest Property Owners Association (LFPOA) Yacht Club Boat Ramp

Victoria Phelps spoke on behalf of LFPOA regarding lease agreement returned on August 22, 2016. Victoria introduced Marry Ann Hampton, LFPOA Treasurer and former President, along with Patrick Collins, LFPOA Legal Counsel. Victoria noted there here today to discuss, support and answer questions. Victoria noted Ashley Campbell needs agreement finalized prior to October to meet deadline for grant. She noted lease agreement is version eight. Lease agreement was provided to Kevin Boucher.

Jay Ross commented the Mayor wants to discuss lease agreement at Executive Session of Council Meeting tonight. Jay noted the Mayor wants to discuss Paragraph 2.03 the fiscal point of view for 2017 on the \$45,000 due on first day. Jay noted Mayor wants more time. Jay discussed Kevin Boucher was unable to make meeting tonight.

Victoria noted LFPOA will work with City on item. Victoria noted they have received preliminary estimates. Victoria noted there are urgent needs as a bulkhead repair along with gas tank to be relocated and controlled by the city upon request in agreement. Estimate is around \$70,000 to move, relocate and re-establish service. She commented Ashley Campbell has received an estimate within approximate range. Dry storage area requested generates revenue. LFPOA is requesting compensation for rate of dry storage loss that has been discounted 30% with cost to remove and relocate gas tank. Urgent need to come up with around \$200,000 to accomplish work. If the city is not committed to dredging by 36 month window the \$45,000 would be due. Victoria noted this is a fair estimate for compensation and they will work with city on agreement.

Councilman John Lake would like a copy of lease agreement for review.

Councilman Robin Lejeune commented mayor wants to discuss in Executive Session this evening.

Councilman Ron Scott discussed the delay of the \$45,000. Councilman Scott acknowledged funds would come out of Bayfront improvements from lodging tax. There may be a logistical reason for delay and we'll discuss at Executive Session tonight.

Councilwoman Angie Phillips agreed with Councilman Ron Scott on fiscal year end. Councilwoman asks Ashley Campbell if we would have to wait a year if we didn't submit by deadline of September 30, 2016.

Ashley Campbell noted we need to submit as soon as possible.

11) NEW BUSINESS

Richard Johnson discussed 5.95 acres at the end of Tallent Lane off of Park Drive. This property is located directly adjacent to the City's new Sportsplex facilities being developed on Park Drive in Daphne. Presently zoned R3; application has been made to rezone R6 (garden or patio home district). There is a dedicated city right of way down the eastern side of the property for future extension of Tallent Lane through to the Caroline Woods subdivision off Whispering Pines Road. Owner is asking \$270,000 and will accept \$207,000.

MOTION BY Councilwoman Angie Phillips to forward to the Finance Committee for consideration of the 5.95 acres at the end of Tallent Lane off Park Drive at \$207,000. Seconded by Councilman Ron Scott. All in favor, AYE.

MOTION CARRIED UNANIMOUSLY

12) ANY OTHER BUILDINGS & PROPERTY BUSINESS

Ashley Campbell discussed resolutions for donation of the Tyler Prescott and Point Clear Ridge LLC for the ADEM 319 Grant to Finance Committee.

MOTION BY Councilman Ron Scott to forward resolutions for donation of the Tyler Prescott and Point Clear Ridge LLC for the ADEM 319 Grant to Finance Committee. Seconded by Councilman Pat Rudicell. All in favor, AYE.

MOTION CARRIED UNANIMOUSLY

13) PUBLIC PARTICIPATION:

Victoria Phelps extended appreciation to Public Works for work completed at Central Park. She commented the Disc Golf will be big. Victoria discussed for 2017 the connectivity of the swimming pool and racquet ball at tree line to Central Park up to 19th hole. Victoria noted major tenants of project completed for 2017.

14) NEXT MEETING

The next meeting will be October 3, 2016.

15) ADJOURN

Chair Councilman John Lake asked for motion to adjourn meeting.

MOTION BY Councilwoman Tommie Conaway to adjourn meeting. Seconded by Councilman Ron Scott. All in favor, AYE.

MOTION CARRIED UNANIMOUSLY

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF FEBRUARY 4, 2016 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Chairman stated the number of members present constitutes a quorum and the regular meeting of the Board of Zoning Adjustment was called to order at 6:00 p.m. and he asked for roll call.

Members Present:

Billy Mayhand
Philip Durant
Frank Lamb
Larry Cooke
Willie Robison, Chairman
William Scully

Members Absent:

Thomas Warner

Staff Present:

Adrienne D. Jones, Director of Community Development
Pat Johnson, Recording Secretary

Staff Absent:

Tony Hoffman, BZA Attorney

Chairman called for the **Approval of Minutes** of the December 3, 2015 meeting. There were no corrections, additions or deletions.

The Minutes were approved unanimously.

Chairman called the next item on the agenda, **Appeal #2016-02 Daphne Jubilee, LLC**, a request for a Variance to the Daphne Land Use and Development Ordinance. The variance, if granted, proposes to change the front yard setback to fifty-feet, in lieu of the required one hundred-feet, as described in Article 39 of the Land Use and Development Ordinance, for redevelopment of the site. The property is 6935 U.S. Highway 90, which is zoned B-2, General Business Zone.

Ms. Jones displayed a Power Point Presentation of 6935 U.S. Highway 90 outlining the proposal of a shopping center with two out parcels for future development and the building currently being torn down. She stated the subject property is between Shell and Ruff House Dog Daycare across from the Jubilee Mall. It is zoned B-2, General Business within the Jubilee Retail Overlay District (JROD) subject to the provisions in Article 39 of the Land Use & Development Ordinance enacted before the site was redeveloped.

Ms. Jones stated the applicant's request is for a variance of fifty-feet from the front setback line. Typical B-2 setbacks are fifty-feet from the centerline whether on a state or county highway for property outside of the overlay district. To give you just a little background, the JROD was adopted by the City Council on January 19, 2010 in Ordinance 2010-06 in response to the desire to obtain a pylon sign visible along Interstate 10 the one hundred foot setback became applicable. It was written to mirror the Eastern Shore Park Overlay District located at I-10 and State Highway 181, and in 2014 our sign provisions were amended to increase the allowable square footage in the district and throughout the entire city limits upon recommendation of the Sign Committee. When the site plan for Daphne Commons was drawn it was designed for the setback requirements of the regular B-2, General Business provisions of fifty-feet, but upon review prior to Planning Commission (PC) approval the discrepancy was discovered, which affects not only this site plan, but roughly thirteen other business in the JROD. The engineers were made aware that the property is located within the JROD and subject to the provisions thereof, which requires a one hundred foot front setback. The Planning Commission gave site plan approval on January 28th contingent upon the Board of Zoning Adjustment approving the variance or the City Council amending Article 39 of the LUDO, which they favorably recommended unanimously to them. The Council has set a public hearing March 7th, and if they are in agreement with the PC then the amendment could be approved by March 21st. Staff does not recommend approval because there is no hardship, the one hundred foot front setback requirement poses an impact to at least thirteen other properties in the JROD, therefore this must be addressed holistically rather than incrementally.

Chairman opened the floor for discussion.

Mr. Bobe stated my name is Andy Bobe and I am with Preble-Rish, an engineer for the site plan representing Daphne Jubilee.

The Chairman stated why are we here tonight? If in approximately thirty days the City will in all likelihood rectify this situation for the entire area, which will be in your favor, giving holistic justification instead of for one parcel.

Mr. Bobe answered because the application was filed before we knew of the City's plans to amend the LUDO. I do not know who discovered the mistake first the City or us, but our client definitely needs the space. Therefore, we took our first opportunity to make our case, so we filed for the variance not knowing that the Ordinance may be changed.

The Chairman stated is this the first that you have heard of the possibility of the Ordinance being changed.

Mr. Bobe stated actually last Thursday was the first time I heard it.

The Chairman stated so have you advised your client of what is taking place and what the Council is about to do. If so, what did they say?

Mr. Bobe stated they would prefer to stay on the agenda in case it does not pass.

The Board discussed and questioned the applicants' timeline, their need for the variance in lieu of the amendment to the JROD Ordinance, and the other businesses located within the JROD being subject to the same restriction. They also discussed the applicant withdrawing their request versus tabling.

The Chairman asked would anyone else like to speak in favor or opposition of the variance. Being none, Chair closed the floor for public participation and entertained a motion.

A Motion was made by Mr. Lamb and Seconded by Mr. Cooke to table Appeal #2016-02, Daphne Jubilee LLC, to change the front yard setback to fifty-feet, in lieu of, the required one hundred-feet described in Article 39 of the Land Use & Development Ordinance, for redevelopment of the site for forty-five days (45), and to draft a letter to the City Council giving their support of the Planning Commission's favorable recommendation for approval to amend the Jubilee Retail Overlay District setbacks and ask the Council to suspend the rules due to severe time constraints.

Upon roll call vote, the motion carried unanimously.

- Mr. Cooke Aye
- Mr. Durant Aye
- Mr. Lamb Aye
- Mr. Mayhand Aye
- Mr. Robison Aye
- Mr. Scully Aye

The Chairman stated the request is tabled for forty five days subject to the City Council approving the amendment of the JROD.

There being no other business the Chairman called for a Motion to Adjourn.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF FEBRUARY 4, 2016 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

A **Motion** was made by **Mr. Lamb** and **Seconded** by **Mr. Durant** to adjourn. There was no discussion on the motion.

The Motion carried unanimously.

The meeting was adjourned at 6:41 p.m.

Respectfully submitted by:

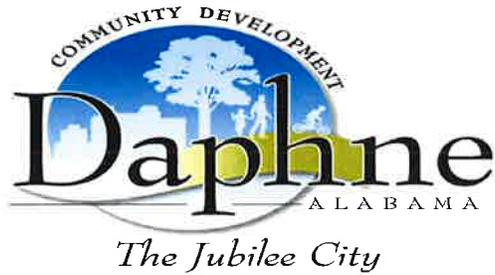


Pat Johnson, Recording Secretary

APPROVED: September 1, 2016



Willie Robison, Chairman



CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT AGENDA
SEPTEMBER 1, 2016 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

1. CALL TO ORDER - 6:00 p.m.
2. CALL OF ROLL - W. Robison, F. Lamb, B. Mayhand, T. Warner, P. Durant, W. Scully, H. Cole
3. APPROVAL OF MINUTES - Approved

February 4, 2016

4. OLD BUSINESS - None
5. NEW BUSINESS - Denied

Appeal #2016-03 Little Bethel Baptist Church

A request for a Variance to the Daphne Land Use and Development Ordinance has been filed with the City of Daphne Board of Zoning Adjustment. The request proposes to change the northern setback and buffer to two-feet, in lieu of the required ten-feet, as described in Article 14-17 and 14-13 in the Olde Towne Daphne Overlay District of the Land Use & Development Ordinance, for redevelopment of the site. The property is 1902 Main Street, which is zoned B-2, General Business.

6. EXECUTIVE SESSION - 6:35 p.m. to 6:50 p.m.
7. BOARD OF ZONING ADJUSTMENT ANNUAL ELECTION OF OFFICERS -
Chairman, W. Robison, Vice-Chairman, B. Mayhand
8. ADJOURNMENT - 6:55 p.m.

**CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING
1705 MAIN STREET, DAPHNE, AL
AUGUST 22, 2016
6:00 P.M.**

1. CALL TO ORDER/ROLL CALL

There being a quorum present the chairman called the meeting to order at 6:05 p.m.

MEMBERS PRESENT – Toni Fassbender; Doug Bailey; Dan Romanchuk; Denis Kearney; Pokey Miller.

Absent: John Cox.

Also present – Rebecca Hayes, recording secretary; Councilwoman Angie Phillips; Councilman Elect Joe Davis; Danny Lyndall, General Manager of Daphne Utilities, Norma Davis.

2. APPROVE MINUTES

MOTION BY Doug Bailey to approve the July 25, 2016 meeting minutes. Seconded by Denis Kearney.

MOTION CARRIED UNANIMOUSLY

3. PUBLIC PARTICIPATION

Danny Lyndall, General Manager of Daphne Utilities, inquired as to why the Utilities is listed as a co-applicant on the EDA grant. Discussion was held as to who will provide the water for the DISC project.

4. OLD BUSINESS

a.) DISC Update

Toni reported she had three quotes from banks to cover the IDB's match for the grant.

The board discussed the process for the project. It was suggested to have Lee Lawson come to a meeting and give them some guidelines on the process.

Discussion was held on hiring a law firm to represent the IDB for legal guidance through this process.

MOTION BY Doug Bailey to approve hiring Jay Ross with the law firm of Adams & Reese as legal representation for the IDB to give guidance on further steps that are needed in the process of the DISC project. Seconded by Denis Kearney.

MOTION CARRIED UNANIMOUSLY

Drill work for soil samples has started on the DISC property and should be done before the closing on the property.

The closing is scheduled for the last day of August. Doug will send out a summary of the results to the board.

**CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING
1705 MAIN STREET, DAPHNE, AL
AUGUST 22, 2016
6:00 P.M.**

5. TREASURERS REPORT: JUNE 2016

Cash Balance June 30, 2016:	\$580,923.87
Cash Balance July 31, 2016:	\$594,598.51

**MOTION BY Doug Bailey to accept the Treasurers report with a balance of \$594,598.51
Seconded by Denis Kearney.**

MOTION CARRIED UNANIMOUSLY

6. NEW BUSINESS

No new business.

7. REPORT FROM BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE

No report.

8. OTHER BUSINESS

No other business to discuss.

There being no further business to discuss the meeting adjourned at 7:55 p.m.

Submitted by:

Certification of Presiding Officer:

Rebecca Hayes, Secretary

Toni Fassbender, Chairman

**CITY OF DAPHNE, AL
SPECIAL CALLED
INDUSTRIAL DEVELOPMENT BOARD MEETING
29732 FREDERICK BLVD., DAPHNE, AL
AUGUST 29, 2016
12:00 P.M.**

1. CALL TO ORDER/ROLL CALL

There being a quorum present the chairman called the meeting to order at 12:10 p.m.

MEMBERS PRESENT – Toni Fassbender; Doug Bailey; John Cox; Denis Kearney; Dan Romanchuk; Pokey Miller.

Also present – Rebecca Hayes, recording secretary; Attorneys: Jay Ross, and Michael Berson with Adams & Reese Law Firm.

2. EDA GRANT

A.) Resolution 2016-01 / Authorizing Submission of U.S. Department of Commerce, Economic Development Administration Grant Application and Execution of Award

Michael Berson reported the amounts in the resolution increased to \$861,583.48 which includes \$15,000 contingency. Also included is an amended agreement with Belforest Water Board.

MOTION BY John Cox to approve Resolution 2016-01 with amended amounts of \$861,583.48 which includes \$15,000 contingency and an amended agreement with Belforest Water Board., and to authorize Toni Fassbender to Execute other documents as necessary to comply with the U.S; Department of Commerce, Economic Development Administration Grant Application and Execution of Award, and as Requested by Stacey Webb, U.S. Department of Commerce, Economic Development Administration Representative for the State of Alabama. Seconded by Denis Kearney.

AYE Toni Fassbender, Doug Bailey, John Cox, Denis Kearney, Pokey Miller

NAY Dan Romanchuk

MOTION CARRIED

B.) Close on First 30 Acres of Property for the DISC Project

MOTION BY Denis Kearney to authorize Toni Fassbender, Chairman of the IDB, to close on the contract for the first 30 acres of property located at Champions Way and Highway 181, cost not to exceed \$760,000 and to pay reasonable closing cost. Seconded by John Cox.

MOTION CARRIED UNANIMOUSLY

C.) Authorize Expenditures / Advertising and Biologist Survey

The board discussed having a biologist from Fish & Wildlife look over the property since it has been farm land.

**CITY OF DAPHNE, AL
SPECIAL CALLED
INDUSTRIAL DEVELOPMENT BOARD MEETING
29732 FREDERICK BLVD., DAPHNE, AL
AUGUST 29, 2016
12:00 P.M.**

MOTION BY John Cox to authorize expenditures not to exceed \$1,500 for advertising and biologist survey. Seconded by Dan Romanchuk.

MOTION CARRIED UNANIMOUSLY

D.) Authorize Execution of a Certificate of Eminent Domain and Attorney Verification.

E.) Approve Attorney Jay Ross to Execute a Legal Opinion Confirming that the IDB of the City of Daphne, Alabama is Properly Organized and has the Authority to Enter Into Contracts and the EDA Award

MOTION BY Doug Bailey to 1.) Authorize and approve Toni Fassbender and attorney Jay Ross to execute a certificate of Eminent Domain and Attorney Verification 2.) To authorize and approve Attorney Jay Ross to execute a legal opinion confirming that the Industrial Development Board of the City of Daphne, Alabama is properly organized and has the authority to enter into contracts and the EDA Award. Seconded by John Cox.

MOTION CARRIED UNANIMOUSLY

3. ADJOURN

MOTION BY Doug Bailey to adjourn. Seconded by John Cox.

MOTION CARRIED UNANIMOUSLY

There being no further business to discuss the meeting adjourned at 1:15 p.m.

Submitted by:

Certification of Presiding Officer:

Rebecca Hayes, Secretary

Toni Fassbender, Chairman

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DAPHNE AND BERTOLLA PROPERTIES LLC**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on this the ____ day of _____, 2016, by and between the City of Daphne, an Alabama municipal corporation (hereinafter referred to as "DAPHNE") and BERTOLLA PROPERTIES L.L.C. (hereinafter referred to as "DONOR"); and

WHEREAS, DONOR has graciously consented to donate part of a parcel of real property, located in the City of Daphne to DAPHNE as more specifically identified on Exhibit "A" attached hereto and incorporated by reference; and

WHEREAS, by Resolution the City Council of the City of Daphne will accept the donated parcel of real property from DONOR; and

WHEREAS, DONOR has requested and DAPHNE consents that the conveyance of the real property be subject to the following conditions incident to said conveyance; and

WHEREAS, this MOU is intended to memorialize the intent of DONOR regarding his donated conveyance of the real property to DAPHNE and the parties covenant and jointly agree as follows:

1. DAPHNE will establish visible permanent markers or iron posts that will delineate each of the boundaries of the parcel of real property that DAPHNE has received from DONOR.
2. The donated portion of a parcel of real property located at Milton Jones Road, west of Highway 181 containing approximately 1.5 acres shall be improved with a storm water management facility appropriate to the intended use of the property.
3. When DAPHNE constructs a building on the parcel, DAPHNE will contemporaneously construct a paved road on the east boundary of the donated property that runs approximately 310 feet from Milton Jones Road with access to the southern part of the remainder of the parcel that is contiguous.

IN WITNESS WHEREOF, DAPHNE and DONOR have executed this Memorandum of Understanding on this the ____ day of _____, 2016.

**CITY OF DAPHNE
an Alabama municipal corporation**

DANE HAYGOOD, MAYOR

ATTEST:

REBECCA A. HAYES, CITY CLERK

BERTOLLA PROPERTIES L.L.C.

ORDINANCE 2016-50

**Appropriation for Appraisal, Survey and Associated Closing Fees for
Donated Property Located on Milton Jones Road**

WHEREAS, Ordinance 2015-55 approved adopted the Fiscal Year 2016 Budget on October 5, 2015; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2016 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2016 budget; and

WHEREAS, the City is evaluating properties where a future Fire Station/Public Safety Complex could be constructed to better serve the safety needs of the citizens of Daphne ; and

WHEREAS, an offer has been made by the property owner to donate property located on Milton Jones Road; and

WHEREAS, there are appraisal, survey, and other closing fees associated with the donation of such property to the City; and

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

1). Funds from the General Fund are hereby appropriated and made a part of the Fiscal Year 2016 budget in the amount up to \$10,000 for closing cost: survey, title search, appraisal, taxes, and associated legal fees for the property located on Milton Jones Road.

2). Authorize the Mayor and/or the City Attorney to negotiate the purchase of said property for the City and the Mayor to execute all related agreements for approximately 1.5 acres included in the current parcel PPIN #062441.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this 6th day of September, 2016.



Dane Haygood, Mayor

ATTEST:


Rebecca A. Hayes, City Clerk

GROUND LEASE

THIS AGREEMENT is made by and between the **CITY OF DAPHNE, ALABAMA**, An Alabama Municipal Corporation, ("CITY" or "LESSEE") and the **LAKE FOREST PROPERTY OWNERS' ASSOCIATION, INC.**, An Alabama Corporation ("LFPOA or LESSOR").

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property commonly known as "the Lake Forest Marina", hereinafter "Leased Land", being that parcel or parcels of land formerly used as boat ramp and dry storage area by the Lessor and its members, more particularly described in Exhibit "A" to this Lease Agreement which is attached hereto and incorporated herein; and

WHEREAS, Lessee recognizes the importance of recreational activities to youth and adult citizens of the City of Daphne and believes it to be in the best interest of the health, safety, and welfare of its citizens to promote recreational activities and provide facilities therefor; and

WHEREAS, Lessee desires to utilize the Leased Land for a free public boat landing area and parking lot and allied activities and for no other purpose, and

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept, performed and observed, the parties agree as follows:

ARTICLE 1 DEMISE OF LEASED LAND

Description of Leased Land

1.01 Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a parcel of land ("Leased Land") situated in Baldwin County, Alabama, commonly referred to as "Marina" and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

Land Subject to Liens, Encumbrances, and Other Conditions

1.02 This Lease and the Leased Land are subject to all present and future leases, liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or

governing the Leased Land or that may affect and govern the Leased Land after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

**ARTICLE 2
TERM AND RENT**

Term of Lease

2.01 This Lease shall be for a term of Forty (40) years ("Term"), commencing on the ____ day of _____, 2016, and ending on the ____ day of _____, 2056, unless terminated at an earlier date for any reason set forth in this Lease. This lease will be recorded in the office of the Judge of Probate of Baldwin County, Alabama as required by the Code of Alabama 1975.

Holdover

2.02 If Lessee holds over after the expiration of the initial term of this lease agreement or any extensions thereof, then Lessee's tenancy shall be from year to year on all the terms and conditions as set forth in this Lease.

Consideration

2.03 Lessee shall pay to the Lessor the fixed rent amount of ONE HUNDRED NINETY FIVE THOUSAND DOLLARS AND NO/100's (\$195,000.00) for the whole term of the Lease Agreement. The initial sum is payable in a lump sum in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100's (\$150,000.00) due on the first day of the lease term, with an additional sum of FORTY-FIVE THOUSAND DOLLARS AND NO/100's (\$45,000.00) due on the first day of January, 2017. In addition, if the Lessee has not commenced dredging the channel, as defined in Section 2.05(e), within thirty six months of the execution of this Lease Agreement, the Lessee shall pay to Lessor the additional sum of FORTY FIVE THOUSAND DOLLARS AND NO/100's (\$45,000.00) consideration as additional lease payments, said payment being due on the first day of the thirty-seventh (37th) month after the execution of this Lease Agreement. Lessor is responsible for any and all ad valorem taxes and assessments related to the Leased Land.

2.04 Subject to notice requirements and time to "cure" provisions of Section 11.02, below, the Lessor shall have the right to terminate this Lease Agreement at any time if the Lessee breaches this Lease Agreement. Should the Lessor terminate this Lease Agreement pursuant to this paragraph, Lessor shall not owe to the Lessee either the cost of any public funds for capital

improvements expended by the Lessee to the Leased Land, nor any lease payments paid in advance by Lessee.

If Lessor terminates this Lease Agreement under this Section 2.04, Lessee shall not remove any fixtures or permanent improvements, but may remove any movable fixtures, movable equipment, and articles of personal property that are on the Leased Land.

2.05 As additional consideration for the lease of the premises, Lessee shall, during the term of the lease and at Lessee's expense, be responsible for the following:

- (a) Keep and maintain the Leased Land in a reasonably clean and safe condition;
- (b) Maintain in good repair the channel markers in the area from the Leased Land to navigable water in Mobile Bay;
- (c) Maintain in good repair the premises so that members of the general public will have access to a usable boat launch and launch pier 24 hours per day seven days a week (except during such times as improvements and/or maintenance are underway as set out in Section 2.05(d) below);
- (d) During such times as improvements and/or maintenance of the boat launch and boat pier are underway, make reasonable efforts to minimize "down time" of the same;
- (e) Within three (3) years from the date of this lease, apply for grant(s) to dredge a serviceable and navigable waterway (hereinafter "the channel") in the area from the Leased Land to navigable water in Mobile Bay and Lessee shall give timely written notice of said application to Lessor as set out in Section 13.04;
- (f) Continuously and diligently pursue grant(s) to dredge and maintain the channel; and
- (g) Install and maintain a cable and balustrade barrier (or similar style barrier) on the south end of the Leased Land to designate the end of City maintained property.

**ARTICLE 3
USE AND CONSTRUCTION OF IMPROVEMENTS**

Primary Use

3.01 Lessee shall have the right to use the Leased Land for the following lawful purposes:

- (a) Lessee shall have the right to use the premises solely and exclusively for free public boat landing area and parking lot and allied activities and for no other purpose .
- (b) Lessor acknowledges that the property at issue will be maintained to a standard that is consistent with the aforesaid uses.

**ARTICLE 4
OPERATING COSTS AND IMPOSITIONS**

Operating Costs

4.01 Lessee shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03, below, in connection with the Leased Land.

Definition of Operating Costs

4.02 "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

- a. Repairs and maintenance
- b. Damage repair, whether natural or man-made
- c. Landscaping
- d. Insurance
- e. Utilities, as necessary
- f. Rubbish Removal
- g. All other expenses, whether or not mentioned in this Lease, that are incurred with regard to operation of the Leased Land, including any replacements, if necessary, for repairs and maintenance or otherwise.

Definition of Impositions

4.03 "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the premises on the Leased Land, all real estate property assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Land and become due and payable during the term of this Lease, or any lien that arises during the time of this Lease on the Leased Land and Improvements.

ARTICLE 5 LAWS AND GOVERNMENTAL REGULATIONS

Compliance With Legal Requirements

5.01 Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these legal requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

ARTICLE 6 LIENS AND ENCUMBRANCES

Creation Not Allowed

6.01 Neither Lessee nor Lessor shall create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Land or the fee estate or reversion of Lessor. This Section shall not apply to any other real property owned by Lessor.

Discharge After Filing or Imposition

6.02 If any lien or encumbrance shall at any time be filed or imposed against the Leased Land or the fee estate or reversion of Lessor, Lessee shall cause the lien or encumbrance to be discharged of record within fifteen (15) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee shall fail to cause the lien or encumbrance to be discharged within the fifteen (15) day period, then in addition to any other right or remedy of Lessor, Lessor shall be entitled, but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by

the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee

6.03 Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Leased Land. Lessee shall have the exclusive right to maintain, improve, modify or operate the Leased Land.

ARTICLE 7 INSURANCE AND INDEMNITY

Fire and Extended Coverage

7.01 At the earliest time practicable Lessee shall maintain, at its sole cost, insurance covering any improvements including, without limitation, all improvements now located on the Leased Land or that may be erected on the Leased Land, against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, or earthquake. The insurance shall be carried by insurance companies authorized to transact business in Alabama, selected by Lessee. In addition, the following conditions shall be met:

(a) The insurance shall be in amounts no less than one hundred (100%) percent of the replacement cost of the buildings and other improvements, exclusive of foundations and below-ground improvements (but sufficient to satisfy the requirements of any coinsurance clause).

(b) Any and all fire or other insurance proceeds that become payable at any time during the Term of this Lease because of damage to or destruction of any improvements on the Leased Land shall be paid to Lessee and applied by Lessee toward the cost of repairing, restoring, and replacing the damaged or destroyed improvements in the manner required by Article 8 of this Lease

Property and Personal Injury Liability Insurance

7.02 At all times during the term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Land and Improvements, and adjoining areas. The insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met:

- (a) The insurance provided pursuant to this Paragraph 7.02 shall be in an amount no less than \$1,000,000 for property damage, and in an amount no less than \$1,000,000 for one person and \$1,000,000 for one accident for personal injury.
- (b) The amount of liability insurance shall be subject to determination by the City of Daphne with any increases that may be reasonably required by Lessor from time-to-time to account for inflation or other market conditions shall be made in cooperation between Lessor and Lessee. Notwithstanding the foregoing, the amount of liability insurance shall not be decreased without the prior written authorization of the Lessor.
- (c) The general liability insurance shall be maintained for the benefit of both Lessee and Lessor, and any succeeding owners of the leased land. The policy of insurance shall name both Lessee and Lessor as insureds.

Certificate of Insurance

7.03 Lessee shall furnish Lessor with certificates of all insurance required by this Article 7. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within thirty (30) days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this Article 7. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor.

Hold Harmless of Lessor

7.04 Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Land or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Leased Land, or caused by or arising from any act or omission of Lessee, or any of its agents, employees,

licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, caused other than by the negligent or intentional act or omission of Lessor.

ARTICLE 8 DAMAGE OR DESTRUCTION OF IMPROVEMENTS

Damage or Destruction; Option to Terminate or Repair

8.01 In the event that the Leased Land, the Improvements, or any part of them are damaged or destroyed by any cause whatsoever, Lessee may elect either of the following options:

(a) Within one hundred twenty (120) days, Lessee shall commence and diligently pursue to completion the repair, restoration, or replacement of the damaged or destroyed Leased Land and improvements, and this Lease shall remain in full force and effect.

(b) Lessee may terminate this Lease with one hundred twenty (120) days written notice to Lessor and shall return the Leased Land to the condition existing at the time of the commencement of this Lease except for completed improvements constructed by Lessee which Lessee may leave or may remove at its sole discretion, normal wear and tear excepted.

ARTICLE 9 CONDEMNATION

Interests of Parties

9.01 If the Leased Land and improvements or any part of these premises is taken for public or quasi-public purposes by condemnation in any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for the taking or transfer and the effect of the taking shall be governed as follows: Lessor shall retain all proceeds less the value of capital improvements – as defined in Article 2.04 - constructed by Lessee, less depreciation, which shall be retained by Lessee.

Termination on Total Taking

9.02 If all or substantially all of the Leased Land and improvements are taken or transferred as described in Paragraph 9.01, this Lease and all of the rights, title, and interest under this Lease shall cease on the date that title to the Leased Land and Improvements vests in the condemning authority, and the proceeds of the condemnation shall be paid pursuant to the provisions of Paragraph 9.01.

Termination on Partial Taking

9.03 If less than all or less than substantially all of the Leased Land and improvements is taken or transferred as described in Paragraph 9.01, and, if the remainder of the Leased Land and improvements is in a location, or in a form, shape, or reduced size that makes it impossible for Lessee to effectively and practicably use the remaining Leased Land and Improvements as set forth herein, then this Lease shall terminate on the date title to the portion of the Leased Land and improvements taken or transferred vests in the condemning authority. The proceeds of the condemnation shall be paid pursuant to the provisions of 9.01.

ARTICLE 10 LEASEHOLD MORTGAGES

Leasehold Mortgages Not Permitted

10.01 Lessee shall not be permitted to mortgage Lessee's leasehold interest in the Leased Land.

ARTICLE 11 DEFAULT

Events of Default

11.01 Any one or more of the events listed in Subparagraphs (a) through (b) of this Paragraph 11.01 shall constitute a default under this Lease.

(a) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease shall constitute a default under this Lease.

(b) Lessee's assignment of the leasehold interest under this Lease without the prior written consent of Lessor shall constitute a default under this Lease.

Notice of Election to Terminate Lessee's Possession

11.02 Should Lessor determine a default has occurred, Lessor shall provide written notification to the Lessee, listing the reasons for default with specificity. Lessee shall have ninety (90) days to cure default. If no efforts to cure default have begun prior to the 91st day and the default continues, Lessor may elect to terminate Lessee's right of possession under this Lease. Upon termination, all of Lessee's rights, title, and interest in the Leased Land shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Leased Land. Any Improvements erected on the subject Leased Land shall revert back to the Lessor subject to Sections 2.04 of this Agreement.

Lessor's Entry After Termination of Lessee's Possession

11.03 At any time after the termination of Lessee's right of possession under this Lease pursuant to Paragraph 11.02 or Paragraph 12.01 of this Lease, Lessor may enter and possess the Leased Land and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Land and Improvements. If Lessor takes the actions described in this Paragraph 11.03, Lessor may then possess the Leased Land and Improvements and Lessor may also sell any of the Improvements subject to the reimbursements set forth in Section 2.04.

ARTICLE 12 EXPIRATION OF TERM

Lessee's Delivery of Possession After Termination or Expiration

12.01 On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 11.03, or any entry or possession of the Leased Land and Improvements by Lessor pursuant to Paragraph 11.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Land and Improvements, and deliver to Lessor actual possession and ownership of the Leased Land, less movable fixtures, movable equipment, and articles of personal property, which the Lessee shall have a right to remove pursuant to paragraph 11.02, but shall otherwise return the premises in good condition, wear and tear excepted.

Lessee's Removal of Movable Objects

12.02 If at time of termination, Lessee shall have the sole right to remove from the Leased Land and Improvements all movable fixtures, movable equipment, and articles of personal property used or procured for use in connection with the use of the Leased Land on or

before the Expiration Date, provided that Lessee shall promptly repair, or cause to be repaired, any damage resulting to the Leased Land or Improvements by reason of this removal. Any fixtures, equipment, or articles of personal property of Lessee that remain at or on the Leased Land after the Expiration Date shall be deemed to have disposed of by Lessor without accountability to Lessee for the value of these fixtures, equipment, or articles of personal property, or any proceeds denied from the sale of the items.

ARTICLE 13 GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

13.01 The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

Waiver of Any Provision Must Be Written

13.02 No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

Entire Agreement

13.03 This Lease and the Exhibits annexed to this Lease contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

Notices

13.04 All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 13.04.

Lake Forest Property Owners' Association, Inc.
1 Golf Terrace
Daphne, AL 36526

Patrick Collins, LLC
Attorney at Law
Post Office Box 3062
Daphne, AL 36526

City of Daphne
Office of the Mayor
Post Office Box 400
Daphne, AL 36526

Adams and Reese
Attn. Jay Ross
11 North Water St.
Suite 23200
Mobile Alabama 36602

Lessor's Entry and Inspection of Premises

13.05 Lessor, or its agents or designees, shall have the right to enter the Leased Land and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Land and Improvements to potential buyers and agents.

Partial Invalidity or Unenforceability

13.06 If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Individuals Benefited by Lease

13.07 This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided in this Lease.

Assignment and Subletting

13.08 This Lease and the Term and estate granted by this Lease, or any part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent.

13.09 Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Lessee and Lessor, and neither the provisions contained in this Agreement or any acts of the parties shall be deemed to create any relationship between Lessee and Lessor, other than the relationship of Lessor and Lessee.

**ARTICLE 14
DISCLAIMER OF WARRANTIES**

14.01 The execution by the Lessor and Lessee of this Agreement shall not be construed as a warranty or representation by the Lessor or by Lessee that the premises are fit and suitable for the use which Lessee intends to make or may make of the premises or for the installation of the proposed improvements. The Lessor hereby specifically disclaims any and all warranties whether express or implied.

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed on this the ____ day of _____, 2016.

**LAKE FOREST PROPERTY
OWNERS' ASSOCIATION, INC.**

BY: _____
AS ITS: _____

ATTEST:

**CITY OF DAPHNE, ALABAMA
(An Alabama municipal corporation)**

BY: _____

AS ITS: Mayor

ATTEST:

REBECCA A. HAYES, CITY CLERK



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made as of September 1, 2016 by and between **CAL RIPKEN, SR. FOUNDATION (CRSF)**, and **CITY OF DAPHNE, AL (CITY)** and will expire on December 31, 2017.

I. Overview of MOU:

The purpose of this MOU is to outline the CITY'S interest in partnering with CRSF to build synthetic turf youth baseball field(s) for benefit of the youth of Daphne. This MOU outlines the general terms under which CRSF will support CITY with its endeavor.

Under this MOU, CITY will:

1. Organize and sustain a committee of active local leaders with capabilities and resources to ensure a successful fundraising effort;
2. Identify and secure major gifts toward the Project to aggregate at least 50-60 percent (50%-60%) of the total cost of the Project;
3. Work with CRSF to develop a mutually agreed upon Project design.
4. Work with CRSF to develop a mutually agreed upon total Project budget that includes hard and soft construction costs, as well as CRSF's direct and in-direct costs to cover administrative and fundraising costs generally equal to 5% - 10% of the first \$1.5M of project funding;
5. Provide appropriate level of funding, per the approved project budget, to cover planning, design and engineering prior to those project segments commencing;
4. Enter into a binding "Agreement" with CRSF. This "Agreement" shall describe the rights and obligations of each organization, and address in additional detail the matters described in this document. The "Agreement" will govern the project for an extended period of time, generally covering the useful life of the initial capital campaign, construction and start-up of the project.
5. Agree that all funds raised for the Project will be contributed to the Cal Ripken, Sr. Foundation prior to the start of construction for the purpose of paying for the construction of the project. All funds contributed will be stewarded as part of CRSF operations for the sole benefit of the CITY;
6. Upon completion of the Youth Development Park, operate and maintain the facility to a high standard, including institution of a long-term operation, upkeep, and maintenance program;

Under this MOU, CRSF will:

1. Provide a staff member who will be responsible for oversight and leadership of CRSF's role throughout the Project and will work closely with CITY key leaders throughout all aspects of the Project;
2. Work closely with CITY to implement the vision and direction of the Park, including the attainment of CITY fundraising goal for the implementation of the Project;
3. Participate in fundraising visits to donors and prospective donors and solicit donations for the Project when appropriate;

4. Engage a field architect needed to plan the Project and, after all funding is secured, establish the schedule of construction of the Project;
5. Cause all permits for the Project to be obtained and cause the Project to be constructed lien-free in accordance with the design plans developed by CRSF's architect in consultation with the CITY;
6. Make a monetary gift to the Project in an amount to be determined based on the final Project budget. It is understood by PARTNER that CRSF funding will be the last funds spent on the project;
7. Act as the spokesperson for CRSF in connection with the Project;
8. Assist in planning of media and press events designed to bring awareness and help generate support for the Project;
9. Supply CITY with a special baseball equipment grant and CRSF Program Training;
10. At the completion of the Project, assign to CITY all right, title, and interest in and to the assets and property improvements of the Project, including all applicable warranties.

III. Purpose & Nonbinding Provisions

Upon execution by the parties of this MOU, the following shall be applicable:

Provisions Not Enforceable. The provisions provided above in this MOU do not create or constitute any legally binding obligations upon the parties and is not intended to constitute a binding contract. The intent is to make clear to both parties the key terms of the construction project. It is understood and agreed that parties have not attempted to set forth all essential terms of this proposed transaction, and the parties further acknowledge and agree that such terms are subject to further negotiations.

If the foregoing meets with your approval, please sign this MOU as provided below, and the duplicate original enclosed herewith, and return the duplicate to our attention whereupon this shall constitute the understanding between the parties in accordance with the terms and provisions set forth above.

Witness the following authorized signatures:

CAL RIPKEN, SR. FOUNDATION

By: _____ Date
 Steve Salem
 President

CITY OF DAPHNE, AL

By: _____ Date

621-3094

Kathy's Package Store

CASE NO. 2016-8

NEW OWNER

ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV. 9-7-16 (initial) aa

DATE FORWARDED TO POLICE DEPT. 9-7-16 aa

DATE RECEIVED BY POLICE DEPT. 9-14-16 JH

DATE: 9/14/16 APPROVED DISAPPROVED

POLICE DEPT SIGNATURE [Signature]

DATE RETURNED TO REVENUE DIV. 9-14-16 JH

DATE FORWARDED TO CITY CLERK 9/14/16 RH

DATE RECEIVED BY CITY CLERK 9/14/16 RH

SCHEDULED DATE ON AGENDA 9/19/16 RH

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)

Please review, approve & fax back to Revenue (621-6904) Thank you



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160907084955888

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **JPSC LLC 251-438-1112**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
 Is the business used to habitually and principally provide food to the public? **NO**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **YES**
 Building Dimensions Square Footage: **3600** Display Square Footage: **3600**
 Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
 License Structure: **ONE STORY** License covers: **OTHER**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160907084955888



Initial each

Signature page

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

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

[Handwritten initials]

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

Applicant Name (print): *Jack M. Lane*

Signature of Applicant: *Jack M. Lane*

Notary Name (print): Betty G. Dean

Notary Signature: *Betty G. Dean*

Commission expires: 01/13/2019

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



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



Confirmation Number: 20160907084955888

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: UNIT G



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20160907084955888



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
 JOHN P MOVELLE
 Address: 28600 HWY 98 ; UNIT G
 DAPHNE, AL 36526
 Telephone: 251-599-4476

NEW APPLICANT:
 LANE BECKNER LLC
 Address: 28600 US HWY 98; UNIT G
 DAPHNE, AL 36526
 Telephone: 251-621-2211

Current License No: 011-001643702-450

LICENSED PREMISES ADDRESS: 28600 US HWY 98 DAPHNE, AL 36526

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

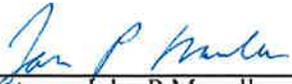
The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 7th day of September, 2016.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

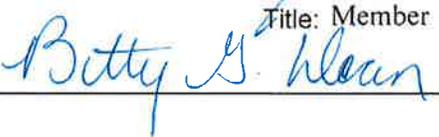


 Print Name: John P Movelle
 Title: Owner



 Print Name: Jack M Lane
 Title: Member

WITNESS: (By ABC Enforcement)
 Revised 9/08



Receipt Confirmation Page

Receipt Confirmation Number: **20160907084955888**
Application Payment Confirmation Number: **26429498**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 011	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License County: BALDWIN
Business Type: LLC
Trade Name: **KATHYS PACKAGE STORE**
Applicant Name: **LANE BECKNER LLC**
Location Address: 28600 US HWY 98; UNIT G
DAPHNE, AL 36526
Mailing Address: 28600 US HWY 98; UNIT G
DAPHNE, AL 36526
Contact Person: JACK LANE
Contact Home Phone: 337-278-9016
Contact Business Phone: 251-621-2211
Contact Fax:
Contact Cell Phone: 337-278-9016
Contact Email Address:
Contact Web Address:

SERVICE CONTRACT:

DAPHNE CITY PROSECUTOR

This Contract, entered into on this _____ day of _____, 20____, by and between the CITY OF DAPHNE, ALABAMA, (hereinafter referred to as "City"), a municipal corporation organized under the laws of the State of Alabama and James Maurice Scroggins, (hereinafter referred to as "Prosecutor").

Whereas, the City is desirous of retaining the services of Prosecutor for the purpose of representing the City in its Municipal Court and in the Baldwin County Circuit and District Courts on appeal; and

Whereas, Prosecutor, by these presents, hereby agrees to use his experience and expertise in representing the City; and

Whereas, the parties hereto desire to more fully set forth the terms of their Agreement.

NOW THEREFORE, THE PREMISES CONSIDERED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The City agrees to retain Prosecutor to perform the functions and duties as City Prosecutor for the year beginning on October 1, 2016 and ending on September 30, 2019, unless sooner terminated as provided hereinafter.
2. **Duties of Prosecutor**- Prosecutor agrees to provide services to the City, including representation of the City of Daphne at all hearings before the Municipal Court of the City of Daphne and any appeals to the Baldwin County Circuit Court or Baldwin County District Court. In addition, Prosecutor agrees to perform other services routinely required of the City Prosecutor and shall, upon request by the Mayor or City Council, report to the City concerning various matters relating to Prosecutor's activities and functions.
3. **Compensation for Services**- The parties hereto agree that the total compensation to be paid by the City to the Prosecutor for each 12 month term is hereby set at the sum of **FORTY TWO THOUSAND (\$42,000) DOLLARS**. Payment is to be paid upon receipt of a monthly statement reporting services provided which will include representation of the City of Daphne in cases appealed to Baldwin County. Payments will be made in **12 equal monthly payments of \$3,500**. All sums requested and paid shall be considered as full and final compensation for all expenses incurred by the Prosecutor in the performance of his duties for each respective month.

4. **Termination of Agreement**- It is agreed and understood by the parties to this Contract that either party may terminate this Contract upon thirty (30) days written notice to the other party. Parties agree that this Contract will remain in force unless written notice of termination is given or the contract amount of \$42,000 is not approved for appropriation in a new fiscal year budget. Notice shall be effective upon delivery to the party to be notified. In the event of termination, City agrees to pay to the Prosecutor a portion of one month's compensation which shall be prorated based upon the number of days during the final month of employment which Prosecutor has been employed prior to the effective date of termination.

5. **Indemnification**- City agrees to indemnify, defend, and hold harmless the Prosecutor against any legal action or claim arising out of an alleged act or omission occurring in the performance of the Prosecutor's duties; provided, however, that the Prosecutor shall not be indemnified for any willful, intentional, or malicious conduct by the Prosecutor.

6. **Negotiation of Contract**- Any negotiation between the City and the Prosecutor, and the terms shall be agreed upon in writing by the parties hereto. The City shall re-evaluate the Prosecutor's services and shall arrange a meeting at a mutually agreeable time with the Prosecutor to discuss the Contract.

7. This Contract shall be construed according to the laws of the State of Alabama.

8. If any provision of this Contract is held to be void or unenforceable by a Court of competent jurisdiction, the remaining portions of this Contract shall remain in full force and effect notwithstanding such determination.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of _____, 20____.

City of Daphne

By: _____
Dane Haygood, Mayor

Attest: _____
Rebecca A. Hayes, City Clerk

City Prosecutor

By: _____
James Maurice Scroggins



City of Daphne Event Permit Application

Date of Application: September 15, 2016 Permit Requested: Event/Fundraiser Parade/Run Band

Contact Information

Organization Name: Daphne High Cross Country
Contact Name: Jeremy Davis E-mail Address: jmdavis5@fedex.com
Address: PO Box 2021
Primary Phone Number: 251-214-1907 Secondary: 251-599-2080

Event Information

Event Name: Daphne High School Invitational Meet Event Date: 9/24/2016
Event Location: Trione Park # Participants/Vehicles: 450
Start Time: 8:00 Stop Time: 11:00 Assembly Time: 8:00
Special Requests: We need to intersection of Well Road and County Road 13 Blocked as well as Well road and where the Trione Park back entrance meets. Road Closures Requested: Yes No

Special Instructions

Approval: Internal Use Only

Date Routed: September 15, 2016
Fire Dept: [Signature]
Police Dept: Richard D. [Signature]
Public Works: Johnson, PE
Parks & Recreation: David McKelroy [Signature]

Digitally signed by Richard D. Johnson, PE
DN: cn=Richard D. Johnson, PE, o=City of Daphne, ou=Division of Public Works, email=rjohnson@daphneal.com, c=US
Date: 2016.09.16 09:31:25 -0500

For Special Event/Band Permits:

Parade/Run Permits ONLY

Council Member: _____ District # _____ Signature _____
 Fee Paid: \$ _____ N/A Waived
 Insurance Filed N/A
City Council: _____ Date of Approval _____
Route Selection: 1 2 3 4

RESOLUTION 2016-62

**AUTHORIZING _____
TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE
AND TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION
DEBRIS**

WHEREAS, _____ has made application for a non-exclusive franchise for the use of the City streets to remove and dispose of Commercial Solid Waste and to remove and transport Construction and Demolition Debris from construction projects;

WHEREAS, City is willing to grant a non-exclusive franchise on the terms and conditions set out in the attached Franchise Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne, Alabama, that the Mayor and City Clerk are authorized to execute and attest, respectively, the attached Franchise agreements by and between the City of Daphne and _____.

ADOPTED and APPROVED this 6th day of September, 2016.



**DANE HAYGOOD,
MAYOR**

ATTEST:

**REBECCA A. HAYES,
CITY CLERK**

FRANCHISE AGREEMENT AUTHORIZING
TO COLLECT COMMERCIAL SOLID WASTE AND CONSTRUCTION
DEBRIS IN THE CITY AND ITS POLICE JURISDICTION

SECTION 1 -Non-Exclusive Franchise Granted

The City of Daphne hereby grants to _____ (hereinafter called the Franchisee) a non-exclusive franchise to use of streets and public places for the collection and disposal of Commercial Solid Waste and the removal and transportation of Construction and Demolition Debris, under the terms and conditions hereinafter set out.

SECTION 2 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

ADMINISTRATOR shall mean the City Clerk of the City of Daphne or his/her designee.

APPROVED CONTAINER shall mean an enclosed container usually constructed of metal with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the County Health Department which is used to store large volumes of Solid Waste for collection.

BUSINESS shall mean all commercial establishments, including, but not limited to motels, hotels, recreational vehicle rental space(s), stores, office buildings, irrespective of the form of ownership, restaurants, service stations and garages, laundry and cleaning establishments, industrial establishments and all other places not classified as "residential premises" or a "residential unit" that produce or accumulate solid waste, including adjacent unimproved property.

CITY shall mean the City of Daphne, a political subdivision of the State of Alabama.

COLLECTION shall mean the act of removing material from a construction or demolition site.

COLLECTOR shall mean _____, the entity authorized by this ordinance to engage in the collection and transportation of Construction and Demolition Debris.

COMMERCIAL DEMOLITION DEBRIS shall mean material from a construction or demolition site mixed with other types of solid waste. This debris shall be handled as Business and not Residential.

COMMERCIAL SOLID WASTE shall mean garbage, rubbish, yard waste or trash, clean debris, "white" goods, construction and demolition waste or other discarded material or refuse, other than Residential.

CONSTRUCTION AND DEMOLITION DEBRIS shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to steel, glass, brick,

concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees (all diameters), and other vegetative matter which normally results from land clearing operations. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as Commercial Demolition Debris.

COUNCIL shall mean the City Council of the City of Daphne, Alabama.

CUSTOMER shall mean any person or persons, firm, corporation or association who/which contracts with the Collector for collection and disposal of Commercial Solid Waste and/or Construction and Demolition Debris for a fee.

DISPOSAL FACILITY shall mean the Tallent Lane landfill located in the County, or if not available, to any other Solid Waste Facility or Solid Waste Management Facility designated as a RCRA Subtitle D site or one operating under Subtitle D regulations in Alabama, Mississippi or Florida.

HAZARDOUS WASTE shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including any materials specifically designated by state or federal agencies.

HOUSEHOLD WASTE shall mean any combination of refuse usual to housekeeping and generated solely by residents in the ordinary course of residential occupancy of a premises, excluding major appliances, such as stoves and refrigerators, furniture, automobile bodies and parts, tires, household and yard appliances, and other bulky items not suitable for proper confinement in the garbage receptacle.

PUTRESCIBLE WASTE shall mean food waste or garbage that will rot or decay producing foul odors or attract vectors. Putrescible waste includes containers that are contaminated by such waste.

RESIDENTIAL WASTE shall mean Garbage, Rubbish, and Recyclable Materials resulting from the normal housekeeping activities of a Residential Unit.

SOLID WASTE shall mean Garbage, Rubbish, Yard Waste or Trash, Clean Debris, "White" Goods, Construction and Demolition Waste or other discarded material or refuse.

SPECIAL WASTES shall mean Solid Waste that requires special handling and management, including, but not limited to, whole tires, used oil, lead acid batteries, and Biological Wastes.

WHITE GOODS shall mean refrigerators, ranges, water heaters, freezers and other large appliances.

YARD WASTE shall mean material resulting from landscape maintenance, including but not limited to grass clippings, leaves, twigs, small trees (6" diameter or less), etc., and material not resulting from land-clearing operations.

SECTION 3 - Service Undertaking

The Franchisee shall offer services solely for the collection and disposal of Commercial Solid Waste and Construction and Demolition Debris to persons located within the corporate limits of the City and its police jurisdiction. Upon request, a Franchisee shall provide to the City's Finance Department, a listing of customers, service location, frequency of pickup and types of service provided, as well as, franchisee telephone numbers and contact personnel.

SECTION 4 - Equipment

Franchisee shall utilize such trucks or other collection equipment and/or vehicles necessary and approved by the City's Public Works Director for the collection and disposal of Commercial Solid Waste. Vehicles utilized by Franchisee shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. Franchisee shall utilize an adequate number of collection vehicles and/or equipment based on number of customers and solid waste generated. In the event the City in its discretion determines that an adequate number or type of vehicles or equipment is not being utilized by Franchisee, it shall so notify Franchisee in writing. All vehicles or equipment utilized by Franchisee shall be maintained in a safe and clean operating condition, and the City at its convenience may inspect such vehicles or equipment from time to time. The collection containers provided by Franchisee shall be maintained by Franchisee in good repair and in a sanitary condition.

SECTION 5 - Frequency of Collection

Franchisee shall begin and complete scheduled collections of Commercial Solid Waste and Construction and Demolition Debris at a time that shall be mutually agreed between Customer and Franchisee. Collection containers provided by Franchisee shall be in a sanitary condition and equipped so that contents will not fall out.

SECTION 6 - Compliance with Collection and Disposal Laws and Regulations

Franchisee shall dispose of all solid waste collected by it in accordance with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations pertaining to the collection of disposal of such waste material. Specifically, but without limitation, such waste shall be disposed of only in a disposal facility duly licensed and permitted by all governmental entities and agencies having jurisdiction with respect to such site and Franchisee shall comply with all reporting requirements of all governmental entities and agencies having jurisdiction. Upon request, Franchisee shall provide the City with copies of any and all such reports.

SECTION 7 - Books and Records of Franchisee

The books and records of Franchisee relevant to its collection and disposal services in the service area shall be available for inspection or audit by the City during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, legal holidays excepted. If such books and records are not regularly maintained by Franchisee within the corporate limits of the City, Franchisee shall present such books and records for inspection or audit at the Municipal Complex upon twenty-four (24) hours oral or written demand for inspection or audit. In addition, upon request, Franchisee shall provide to the City a customer listing, frequency of collection, quantity of waste collected, and any other necessary reports or documentation, to meet ADEM reporting requirements.

The accounting system utilized by the Franchisee shall be in accordance with generally accepted accounting principles. Franchisee shall provide the City with an acceptable detailed annual operating statement or consolidated operating statement within forty-five (45) days after the end of each of Franchisee's fiscal year during the term of this Franchise.

SECTION 8 - Cause for Cancellation

The City shall have the right to cancel this Franchise for cause, including, without limitation, insufficiency or irregularity of services, financial irregularities, violation of governmental law, ordinance, rule or regulation, or other misfeasance, malfeasance, or nonfeasance in the provision of services under this Franchise or breach of the terms and conditions herein. In the event the City believes cause for termination exists, it will give written notice to Franchisee of the basis on which it believes cause for termination exists and will give Franchisee an opportunity to appear before a regular or special meeting of the Municipal Council to present any evidence or explanation of the existence of cause for termination. Following such presentation, the City may elect to terminate this Franchise, may elect to continue this Franchise, either as written or under probationary conditions, or may elect such other action as may be in the best interest of the City. Franchisee shall be given written notice of the action of the Council, and no termination shall become effective earlier than thirty (30) days following the giving of such notice.

SECTION 9 - Indemnification

The Franchisee shall indemnify and hold the City, its elected and appointed officials, officers, agents, servants, and employees harmless from any and all claims or demands (including reasonable attorney's fees) of whatever kind or character arising directly or indirectly, proximately or remotely, from the operation of solid waste collection activities by Franchisee.

SECTION 10 - No Assignment or Transfer

This Franchise nor the rights of Franchisee hereunder may not be sold, assigned, pledged or transferred in whole or in part by Franchisee. In this regard, the sale, transfer, or conveyance of more than fifty percent (50%) of the shares of voting stock of Franchisee to any one person or entity shall be considered an assignment.

SECTION 11 - Insurance

Franchisee, as a condition under this document, shall furnish and maintain comprehensive general liability insurance coverage in coverage amount not less than \$2,000,000, single limit, under a policy issued by an insurer acceptable to the City. Such policy shall be in a form satisfactory to the City and shall name the City as co-insured against any liability for personal injury, death, or property damage arising directly or indirectly from the collection or disposal services to be performed by Franchisee. Any lapse in the coverage required in this paragraph shall result in an automatic and immediate suspension of the franchise rights granted Franchisee hereunder. Franchisee shall provide acceptable documentation to the City of Workers Compensation Insurance.

SECTION 12 - Nonexclusivity

The franchise rights granted hereunder shall be non-exclusive, and the City may at any time and from time to time award similar franchise rights to other persons or entities. This Franchise is the grant of a non-exclusive franchise pursuant to Section 220 of the Constitution of Alabama.

SECTION 13 - No Agency

Franchisee shall be an independent contractor and not the agent of the City for any purpose. The City assumes no responsibility for the collection of fees or other debts owed to Franchisee.

SECTION 14 - Term

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit "A", and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 201__.

SECTION 15 - Consideration for Franchise Rights

As consideration for the franchise rights granted hereunder and unless and until increased or amended as provided in this paragraph, Franchisee shall pay to the City an annual franchise fee equal to three percent (3%) of Franchisee's gross receipts from charges for services rendered pursuant to this Franchise. Such franchise fee shall be paid to the City every three (3) months, with the first payment being due and payable three (3) months from the effective date of this Franchise. A late charge equal to ten percent (10%) of the amount due every three (3) months shall be assessed for each one to thirty-day (1-30) period said franchise fee is not paid after its due date.

The City reserves the right from time to time and at any time during the term of this Franchise to amend the terms hereof, to increase the amount of the franchise fee, to impose a franchise fee obligation in a set amount or to otherwise alter or amend the franchise fee obligation of Franchisee hereunder; provided, however, that Franchisee shall be given written notice of any such alteration or amendment and such alteration or amendment shall not take effect sooner than the date that is sixty (60) days after the date on which the notice is delivered to Franchisee or the first anniversary date of the effective date of this Franchise occurring after the giving of notice, whichever

date is later. In the event of notification of an increase of the franchise fee hereunder or the imposition of a fee based on a percentage of Franchisee's receipts, Franchisee may elect in writing prior to the effective date of the franchise fee increase or amendment to terminate this Franchise as of the effective date of the franchise fee increase or amendment, in which case all rights and privileges of Franchisee shall terminate as of such date.

SECTION 16 - Permit Submittal

Copies of all applications for permits from board or agencies of the County, State, or Federal government having jurisdiction over any activities of the Franchisee in relation to this Franchisee shall be provided to the City at the time of their submittal to the governing agency.

SECTION 17 - Complete Franchise

This Franchise sets out the complete conditions with respect to the subject matter hereof and may not be amended except in a writing whose execution by the City has been approved by Ordinance or formal resolution of the Municipal Council.

SECTION 18 - Compliance with ADEM and other State Reporting Requirements

The City is required to quarterly and annually submits full cost accounting of solid waste collections, etc., to the Baldwin County Commission and the Alabama Department of Environmental Management (ADEM). Franchisee shall submit all required and requested full cost accounting reports to the County Commission and ADEM by the requested deadline dates. Copies of these reports will be submitted simultaneously to the City, along with a full listing of all customer accounts.

SECTION 19 - Severability Clause

The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Dane Haygood, Mayor

Attest:

Rebecca A. Hayes, City Clerk

Franchisee

By: _____
Its: _____

SWORN to and subscribed before me on this the _____ day of _____, 201____.

Notary Public
My Commission Expires: _____

RESOLUTION 2016 - 65

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

WHEREAS, the Department Heads of the City of Daphne have determined that the items listed below are no longer required for public or municipal purposes; and

WHEREAS, the items listed below are recommended for disposal.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Daphne that

1- The property listed below is hereby declared to be surplus property, and

DEPT	EQ/VEH#	DESCRIPTION	VIN / SN
Rec-Parks	1334	2010 JD 1565 SERIES	TC1565D090168
Rec-Parks	954	2003 FORD F150	1FTRX17W33NA62244

2- The Mayor is authorized to advertise and accept bids through Govdeals.com as contracted for the sale of such personal property, and

3- The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the General Fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder and sign all necessary documents.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2016.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

**Buildings and Property Meeting
September 6, 2016
Motion to Submit to Council**

Suzanne Henson discussed and submitted Resolution 2016- in packet to the Buildings and Property Committee.

A Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property

Whereas, the Department Heads of the City of Daphne have determined that the items listed below are no longer required for public or municipal purposes; and

Whereas, the items listed below are recommended for disposal.

Now, Therefore, Be It Resolved, by the Mayor and City Council of the City of Daphne that

1- The property listed below is hereby declared to be surplus property, and

DEPT	EQ/VEH#	DESCRIPTION	VIN/SN
Rec-Parks	1334	2010 JD 1565 Series	TC1565D090168
Rec-Parks	954	2003 Ford F150	1FTRX17W33NA62244

2-The Mayor is authorized to advertise and accept bids through Govdeals.com as contracted for the sale of such personal property, and

3-The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the General Fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder and sign all necessary documents.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2016.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

<p>MOTION BY Councilwoman Angie Phillips to move to council. Seconded by Councilwoman Tommie Conaway. Aye, All in favor.</p> <p style="text-align:center">MOTION CARRIED UNANIMOUSLY</p>
--

CITY OF DAPHNE

RESOLUTION 2016-66

**AUTHORIZING THE EXECUTION OF AN AGREEMENT CONCERNING
A TRANSPORTATION PLANNING PROCESS FOR THE EASTERN
SHORE URBANIZED AREA**

BE IT RESOLVED BY THE CITY OF DAPHNE, ALABAMA that the mayor is hereby authorized, requested and directed to execute for and on behalf of the city an agreement by and between the municipalities of Daphne, Fairhope, Spanish Fort and Loxley, Baldwin County and the State of Alabama, which said agreement entitled “An Agreement Concerning a Transportation Planning Process for the Eastern Shore Urbanized Area Between Baldwin County and the municipalities of Daphne, Fairhope, Spanish Fort, Loxley and the State of Alabama,” is attached and made a part thereof.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this ____ day of _____, 2016.

Dane Haygood,
Mayor

ATTEST:

Rebecca A. Hayes,
City Clerk

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE EASTERN SHORE URBANIZED AREA**

BETWEEN

THE COUNTY OF

BALDWIN

AND

THE MUNICIPALITIES OF DAPHNE, FAIRHOPE, SPANISH FORT,

LOXLEY

AND

THE STATE OF ALABAMA

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Eastern Shore Urbanized Area between the Baldwin County Commission,

hereinafter referred to as COUNTY;

the municipalities of Daphne, Fairhope, Spanish Fort, and Loxley;

hereinafter referred to as CITIES and TOWN;

and the State of Alabama (acting by and through the Alabama Department of Transportation),

hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, Section 134 of Title 23 of the United States Code and Chapter 53 of Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on December 4, 2015, new regulations concerning the metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing, cooperative and comprehensive transportation planning process for the Eastern Shore Urbanized Area, hereinafter referred to as the “3C PROCESS;” and

- (b) FURTHERMORE, it is understood by the parties to this Agreement that an unwillingness to participate in the “3C PROCESS” may result in the Secretary of Transportation refusing to approve Federal Aid funds for surface transportation within the Eastern Shore Urbanized Area.
- (c) IT IS agreed and further understood by the parties of this Agreement that by execution of this Agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Eastern Shore Urbanized Area:
- (1) The Mayor of each of the municipalities within the transportation planning study area. These municipalities are the following:
 - Mayor, City of Daphne
 - Mayor, City of Fairhope
 - Mayor, City of Spanish Fort;
 - (2) One elected official of the City of Daphne City Council, to be selected by the Mayor (or his designee);
 - (3) One elected official of the City of Fairhope City Council, to be selected by the Mayor (or his designee);
 - (4) One elected official of the Town of Loxley Town Council, to be selected by the Mayor (or his designee);
 - (5) Two Commissioners of the County Commission of the county within the transportation planning study area. The county is:
 - County of Baldwin, District 2
 - County of Baldwin, District 3;
 - (6) Southwest Region Engineer, State of Alabama Department of Transportation;

- (7) Transportation Planning Engineer, State of Alabama Department of Transportation (non-voting); and
- (8) Division Administrator, Federal Highway Administration (non-voting).
- (d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO, as it deems appropriate.
- (e) IT IS agreed that overall direction of the “3C PROCESS” will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
 - (1) Organize and elect a Chairman, Vice-Chairman and establish its rules of procedure and by-laws.
 - (2) Appoint members to the Transportation Technical and Citizens Advisory Committees.
 - (3) Take official action on Transportation Technical and Citizens Advisory Committees’ recommendations and other matters pertaining to furthering the planning process.
 - (4) Set the transportation study area and Federal Aid urban area boundaries.
 - (5) Adopt transportation goals and objectives to guide the Eastern Shore Urbanized Area metropolitan planning process.
 - (6) Annually endorse the Unified Planning Work Program (UPWP) which

documents the transportation-related planning activities to be performed with planning assistance provided under FTA and FHWA Planning funds from Fixing America's Surface Transportation (FAST) Act and other funding sources.

- (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations.
 - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations.
 - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that a representative of the Transportation Technical Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that a representative of the Transportation Citizens Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the Baldwin County Commission accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the

responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program.

- (b) IT IS further agreed that the Baldwin County Commission accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104(f) and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the Baldwin County Commission will have the following duties and responsibilities:
 - (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP;
 - (2) Arrange meetings, set agenda and serve as Secretary for the MPO, Transportation Citizens Advisory Committee, and Transportation Technical Advisory Committee;
 - (3) Coordinate the development of the documents and material necessary for the MPO endorsements;
 - (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification; and
 - (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec. 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
 - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines; and

- (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this Agreement that the Baldwin County Commission will perform the functions required by the Office of Management and Budget 2, CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award).
- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement will work with local planning agencies to ensure coordination of the planning process.
- (c) IT IS agreed that the base data, statistics, and projections developed by the CITIES, TOWN, and COUNTY for comprehensive planning will be available to the MPO planning staff for determining socio-economic and land use data within the Eastern Shore metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the Agreement executed between the County of Baldwin, the municipalities of Daphne, Fairhope, Spanish Fort, and Loxley, and the State of Alabama acting by and through the Alabama Department of Transportation Planning concerning a planning process for the Eastern Shore Urbanized Area, entered into on October 29, 2012, is hereby terminated and made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such notice will be provided by registered mail, and the termination date will be determined as that date sixty (60) days from date of delivery.
- (c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not

advise the COUNTY, CITIES, and TOWN by letter within thirty (30) days after assuming office that this Agreement has been discontinued.

- (d) Nothing shall be construed under the terms of this Agreement by the COUNTY, CITIES, TOWN or the STATE that will cause any conflict with Title 23, Section 15 (1) of the Laws of the State of Alabama (7/24th Law).
- (e) The Baldwin COUNTY Commission shall be responsible at all times for all of the planning work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement; or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- (f) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITIES and TOWN shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, their officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with,

resulting from or related to the work performed by the respective CITIES or TOWN, or their officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITIES or TOWN, respectively, pursuant to the terms of this Agreement; or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless or unskillful acts of the CITIES or TOWN, respectively, their agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITIES or TOWN, respectively, their agents, servants, representatives or employees, or anyone for whose acts the CITIES or TOWN respectively, may be liable.

- (g) By entering into this Agreement, the COUNTY, CITIES, and TOWN are not agents of the STATE, its officers, employees, agents or assigns or each other. The COUNTY, CITIES, and TOWN are independent entities from the STATE and each other and nothing in this Agreement creates an agency relationship between any of the parties.
- (h) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- (i) Notwithstanding any provision of this Agreement to the contrary, the parties will ensure that all accident and traffic data used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written

permission of the Alabama Department of Transportation. The data shall not be referenced, disclosed, discussed or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above-referenced request shall not be discussed, disclosed, used, published or released without prior written consent of the Alabama Department of Transportation. Furthermore, if the data should be released or published without the consent of the Alabama Department of Transportation or should an attempt be made to use the data in an action for damages against the parties, their officials or employees, then access to the data shall terminate immediately. The Alabama Department of Transportation expressly reserves its rights under 23 U.S.C. § 409 to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

COUNTY OF BALDWIN

County Administrator/Budget Director

Chairman

ATTEST:

CITY OF DAPHNE

City Clerk

Mayor

ATTEST:

CITY OF FAIRHOPE

City Clerk

Mayor

ATTEST:

CITY OF SPANISH FORT

City Clerk

Mayor

ATTEST:

TOWN OF LOXLEY

Town Clerk

Mayor

ATTEST:

SOUTHWEST REGION ENGINEER

Secretary

Southwest Region Engineer

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: _____
Chief Counsel, Jim R. Ippolito, Jr.

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

Multimodal Transportation Engineer,
Robert J. Jilla

Chief Engineer, Don T. Arkle, P. E.

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director, John R. Cooper

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed
by the Governor on this _____ day of _____, 20 _____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

RESOLUTION 2016-67

2016-Q-SANITARY SEWER PROJECTS: SANITARY SEWER PIPING & MATERIALS

WHEREAS, The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$15,000; and

WHEREAS, the City of Daphne acknowledges that Sanitary Sewer Piping and Materials will exceed this amount; and

WHEREAS, the City of Daphne did receive and review bids for the SANITARY SEWER PIPING AND MATERIALS project and has determined that the bid as presented is reasonable; and

WHEREAS, the City engineer recommends the bid for SANITARY SEWER PIPING AND MATERIALS project be awarded to Ferguson Enterprises, Inc.; and

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid from Ferguson Enterprises, Inc. for unit cost as attached as listed below: and specified in BID SPECIFICATION NO. 2016-Q-SANITARY SEWER PROJECTS: SANITARY SEWER PIPING AND MATERIALS:

ITEM#	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	3" HDPE SEWER PIPE SDR-17 (IPS)	LF	4,000	\$ 1.03	\$ 4,120.00
2	3" PVC SEWER PIPE (SCHEDULE 80)	LF	350	\$ 2.80	\$ 980.00
3	2" HDPE SEWER PIPE SDR-11 (IPS)	LF	2,600	\$ 0.76	\$ 1,976.00
4	2" PVC SEWER PIPE (SCHEDULE 80)	LF	300	\$ 1.39	\$ 417.00
5	1 1/2" HDPE SEWER PIPE SDR-11 (CTS)	LF	870	\$ 0.77	\$ 669.90
6	1 1/2" PVC SEWER PIPE (SCHEDULE 80)	LF	100	\$ 0.98	\$ 98.00
7	3" DOUBLE STRAP SADDLE (3.50 OD X 2" FIP) ROMAC (STYLE 202 NS (NYLON COATED WITH STAINLESS STEEL STRAPS))	EA	45	\$ 49.95	\$ 2,247.75
8	2" X 6" STAINLESS STEEL NIPPLE	EA	90	\$ 7.43	\$ 668.70
9	2" CURB STOP (MUELLER B25170)	EA	45	\$ 181.40	\$ 8,163.00
10	2" CHECK VALVE (THREAD) (2" KITZ 049KR 200 125 BRZ CKV SE) OR (2" MATCO 521 T08 BRZ SWG CKV)	EA	45	\$ 32.22	\$ 1,449.90
11	2" TRANSITION FITTING (STAINLESS STEEL) (THREAD X P.E.)	EA	90	\$ 15.00	\$ 1,350.00
12	2" PVC BALL VALVE (SCHEDULE 40) (THREAD)	EA	45	\$ 11.00	\$ 495.00
13	VALVE BOX WITH GREEN LID (CARSON 1220-6B) JUMBO	EA	45	\$ 53.00	\$ 2,385.00
14	6" PVC SEWER PIPE	LF	300	\$ 1.52	\$ 456.00
15	6" PVC SEWER CLEANOUT	EA	2	\$ 52.29	\$ 104.58
16	4" PVC SEWER CLEANOUT	EA	2	\$ 15.82	\$ 31.64
17	4" PVC SEWER PIPE	LF	60	\$ 0.90	\$ 54.00
18	6" X 4" WYES AND TEES	EA	2	\$ 24.41	\$ 48.82
19	LOCATOR WIRE	LF	8,500	\$ 0.12	\$ 1,020.00
20	LOCATOR TAP	LF	8,500	\$ 0.03	\$ 255.00
TOTAL BASE BID				\$	26,990.29

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____, 2016.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk



HUTCHINSON, MOORE & RAUCH, LLC

One St. Louis Street, Suite 1001
Mobile, Alabama 36602

Telephone: (251) 345-1841
Fax: (251) 345-1843

August 25, 2016

Mayor Dane Haygood
City of Daphne
Post Office Box 400
Daphne, AL 36526

RE: Bid Document #2016-Q-Sanitary Sewer Projects
Sanitary Sewer Piping and Materials

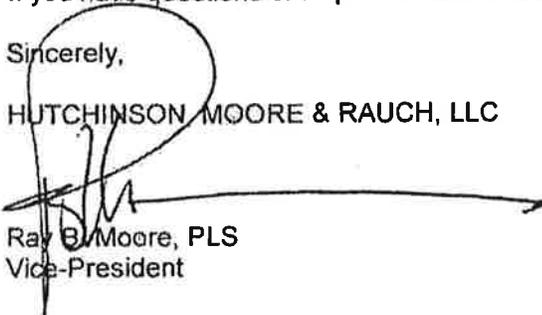
Dear Mayor Haygood:

Enclosed is the Tabulation of Bids received August 25, 2016 for the referenced project. We recommend awarding the project to Ferguson Enterprises, Inc. with their submitted low bid amount of \$26,990.29. We are also returning the original bid documents for your files.

If you have questions or require additional information, please do not hesitate to call.

Sincerely,

HUTCHINSON MOORE & RAUCH, LLC



Ray B. Moore, PLS
Vice-President

/djh
Enclosure

c: Suzanne Henson, City of Daphne

**BID DOCUMENT #2016-Q-SANITARY SEWER PROJECT: SANITARY SEWER
PIPING AND MATERIALS
AUGUST 24, 2016**



Hutchinson, Moore & Rauch, LLC
Engineers • Surveyors • Land Planners

ITEM#	DESCRIPTION	UNIT	QTY	FERGUSON ENTERPRISES, INC.			HD SUPPLY WATERWORK			CONSOLIDATED PIPE AND SUPPLY CO., INC.			SOUTHERN PIPE AND SUPPLY		
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	3" HDPE SEWER PIPE SDR-17 (IPS)	LF	4,000	\$ 1.03	\$ 4,120.00	\$ 1.40	\$ 5,600.00	\$ 1.98	\$ 7,920.00	\$ 1.30	\$ 5,200.00				
2	3" PVC SEWER PIPE (SCHEDULE 80)	LF	350	\$ 2.80	\$ 980.00	\$ 2.69	\$ 941.50	\$ 2.40	\$ 840.00	\$ 3.00	\$ 1,050.00				
3	2" HDPE SEWER PIPE SDR-11 (IPS)	LF	2,600	\$ 0.76	\$ 1,976.00	\$ 0.94	\$ 2,444.00	\$ 0.98	\$ 2,548.00	\$ 0.88	\$ 2,288.00				
4	2" PVC SEWER PIPE (SCHEDULE 80)	LF	300	\$ 1.39	\$ 417.00	\$ 1.36	\$ 408.00	\$ 1.85	\$ 555.00	\$ 1.05	\$ 315.00				
5	1 1/2" HDPE SEWER PIPE SDR-11 (CTS)	LF	870	\$ 0.77	\$ 669.90	\$ 0.85	\$ 739.50	\$ 0.80	\$ 696.00	\$ 0.78	\$ 678.60				
6	1 1/2" PVC SEWER PIPE (SCHEDULE 80)	LF	100	\$ 0.98	\$ 98.00	\$ 1.21	\$ 121.00	\$ 0.90	\$ 90.00	\$ 0.98	\$ 98.00				
7	3" DOUBLE STRAP SADDLE (3.50 OD X 2" FIP) ROMAC (STYLE 202 NS (NYLON COATED WITH STAINLESS STEEL STRAPS))	EA	45	\$ 49.95	\$ 2,247.75	\$ 54.48	\$ 2,451.60	\$ 54.00	\$ 2,430.00	\$ 53.15	\$ 2,391.75				
8	2" X 6" STAINLESS STEEL NIPPLE	EA	90	\$ 7.43	\$ 668.70	\$ 8.89	\$ 800.10	\$ 10.00	\$ 900.00	\$ 7.85	\$ 706.50				
9	2" CURB STOP (MUELLER B25170)	EA	45	\$ 181.40	\$ 8,163.00	\$ 215.19	\$ 9,683.55	\$ 198.00	\$ 8,910.00	\$ 220.70	\$ 9,931.50				
10	2" CHECK VALVE (THREAD) (2" KITZ 049KR 200 125 BRZ CKV SE) OR (2" MATCO 521 T08 BRZ SWG CKV)	EA	45	\$ 32.22	\$ 1,449.90	\$ 31.85	\$ 1,433.25	\$ 32.00	\$ 1,440.00	\$ 64.60	\$ 2,907.00				
11	2" TRANSITION FITTING (STAINLESS STEEL) (THREAD X P.E.)	EA	90	\$ 15.00	\$ 1,350.00	\$ 20.00	\$ 1,800.00	\$ 22.00	\$ 1,980.00	\$ 16.50	\$ 1,485.00				
12	2" PVC BALL VALVE (SCHEDULE 40) (THREAD)	EA	45	\$ 11.00	\$ 495.00	\$ 22.50	\$ 1,012.50	\$ 25.00	\$ 1,125.00	\$ 25.45	\$ 1,145.25				
13	VALVE BOX WITH GREEN LID (CARSON 1220-68) JUMBO	EA	45	\$ 53.00	\$ 2,385.00	\$ 57.66	\$ 2,594.70	\$ 58.00	\$ 2,610.00	\$ 73.55	\$ 3,309.75				
14	6" PVC SEWER PIPE	LF	300	\$ 1.52	\$ 456.00	\$ 2.21	\$ 663.00	\$ 2.00	\$ 600.00	\$ 1.75	\$ 525.00				
15	6" PVC SEWER CLEANOUT	EA	2	\$ 52.29	\$ 104.58	\$ 26.43	\$ 52.86	\$ 150.00	\$ 300.00	\$ 13.40	\$ 26.80				
16	4" PVC SEWER CLEANOUT	EA	2	\$ 15.82	\$ 31.64	\$ 7.47	\$ 14.94	\$ 98.00	\$ 196.00	\$ 2.85	\$ 5.70				
17	4" PVC SEWER PIPE	LF	60	\$ 0.90	\$ 54.00	\$ 1.03	\$ 61.80	\$ 0.85	\$ 51.00	\$ 1.25	\$ 75.00				
18	6" X 4" WYES AND TEES	EA	2	\$ 24.41	\$ 48.82	\$ 26.99	\$ 53.98	\$ 35.00	\$ 70.00	\$ 12.35	\$ 24.70				
19	LOCATOR WIRE	LF	8,500	\$ 0.12	\$ 1,020.00	\$ 0.19	\$ 1,615.00	\$ 0.12	\$ 1,020.00	\$ 0.18	\$ 1,530.00				
20	LOCATOR TAP	LF	8,500	\$ 0.03	\$ 255.00	\$ 0.03	\$ 255.00	\$ 0.03	\$ 255.00	\$ 0.28	\$ 2,380.00				
				TOTAL BASE BID			\$ 26,990.29			\$ 32,746.28			\$ 34,536.00		

We hereby certify this to be a true and correct tabulation on the above named project.

Ray B. Moore, PLS
Project Manager
Hutchinson, Moore & Rauch, LLC

RESOLUTION 2016-68

DONATION OF REAL PROPERTY TO THE CITY OF DAPHNE BY POINT CLEAR RIDGE DEVELOPMENT, LLC

WHEREAS, the City Council for the City of Daphne has hereto been offered to receive without payment of consideration, a parcel of real property situated within the City by Point Clear Ridge Development, LLC, and,

WHEREAS, the City as undertaken a review as to the title of the real property ascertained any environmental issues upon the parcel of real property, reviewed the Baldwin County Tax Assessor records as to value and the parcel has been appraised as to the fair market value and,

WHEREAS, the City Council has received information that there are no adverse title issues and as a result has determined that it is in the best interest of the City to accept the parcel into the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that it does hereby declare that it is in the best interest of the City and its citizens and does hereby accept the parcel of real property as offered by Point Clear Ridge Development, that the City accepts by appropriate conveyance instrument in a form approved by the City Attorney a Warranty Deed to the referenced parcels as described below:

Parcel 43-02-09-0-000-011.056 PPIN 282815
Legal Description: 658.2" X 119.7" Irregular Common Area
(Detention Area) Brookhaven Subdivision Unit One Slide
2282-A & Correction Slides 2307-F & 2345-A in the City of
Daphne Sec 9-T5S-R2E

BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA is authorized to execute this resolution and that the City Clerk is authorized and directed to attest and certify the same.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE ____ DAY OF _____, 2016.

DANE HAYGOOD, MAYOR

ATTEST:

REBECCA HAYES, CITY CLERK



**Baldwin County
Revenue Commissioner**

Property Appraisal Link

BALDWIN COUNTY, AL

Current Date 3/3/2016

Tax Year 2015

Valuation Date October 1, 2014

OWNER INFORMATION

PARCEL 43-05-16-0-000-023.007 **PPIN 227644** **TAX DIST** 04
NAME * PRESCOTT, TYLER MONTANA JUL
ADDRESS 4420 OLD HWY 5 N
 THOMASVILLE AL 36784
DEED TYPE CERT **BOOK** SALE **PAGE** 0000000
PREVIOUS OWNER HIGHWAY 64 COMMERCIAL PARK L L C
LAST DEED DATE 5/22/2007

DESCRIPTION

371.9' X 291.4' IRR COMMON AREA PARCEL "A" RESUBDIVISION OF
 LOT 1 HIGHWAY 64 COMMERCIAL PARK SUB SLIDE 1851-A IN THE CIT
 Y OF DAPHNE SEC 16-T5S-R2E (CERT SALE)

PROPERTY INFORMATION

PROPERTY ADDRESS
NEIGHBORHOOD DAPHNECO DAPHNECO
PROPERTY CLASS SUB CLASS
SUBDIVISION H64RE **SUB DESC** HIGHWAY 64 COMM PK RESUB LOT 1
LOT CA BLOCK
SECTION/TOWNSHIP/RANGE 00-00 -00
LOT DIMENSION **ZONING**

PROPERTY VALUES

LAND: 1000 **CLASS 1:** **TOTAL ACRES:**
BUILDING: **CLASS 2:** 1000 **TIMBER ACRES:**
 CLASS 3:
TOTAL PARCEL VALUE: 1000
ESTIMATED TAX:

DETAIL INFORMATION

<u>CODE</u>	<u>TYPE</u>	<u>REF</u>	<u>METHOD</u>	<u>DESCRIPTION</u>	<u>LAND USE</u>	<u>TC</u>	<u>Hs</u>	<u>Pn</u>	<u>MARKET</u>	<u>USE</u>
									<u>VALUE</u>	<u>VALUE</u>
M	LAND	1	BV BS-1000	X	7400-RECREATIONAL	2	N	N	1000	

[View Tax Record](#)

[Back](#)

RESOLUTION 2016-69

DONATION OF REAL PROPERTY TO THE CITY OF DAPHNE BY TYLER PRESCOTT

WHEREAS, the City Council for the City of Daphne has hereto been offered to receive without payment of consideration, a parcel of real property situated within the City by Tyler Prescott , and,

WHEREAS, the City as undertaken a review as to the title of the real property ascertained any environmental issues upon the parcel of real property, reviewed the Baldwin County Tax Assessor records as to value and the parcel has been appraised as to the fair market value; and,

WHEREAS, the City Council has received information that there are no adverse title issues and as a result has determined that it is in the best interest of the City to accept the parcel into the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that it does hereby declare that it is in the best interest of the City and its citizens and does hereby accept the parcel of real property as offered by Tyler Prescott, that the City accepts by appropriate conveyance instrument in a form approved by the City Attorney a Warranty Deed to the referenced parcels as described below:

Parcel 43-05-16-0-000-023.007, PPIN: 227644
Legal Description: Highway 64 Commercial PK Re-subdivision of Lot 1, 371.9" X 291.4" Irregular Common Area Parcel A Re-subdivision of Lot 1 Highway 64 Commercial Park Subdivision as recorded on slide 1851-A in the City of Daphne Sec 16-T5S-R2E in the probate office of Baldwin County, Al

BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA is authorized to execute this resolution and that the City Clerk is authorized and directed to attest and certify the same.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE ____ DAY OF _____, 2016.

DANE HAYGOOD, MAYOR

ATTEST:

REBECCA HAYES, CITY CLERK



**Baldwin County
Revenue Commissioner**

**Property Appraisal Link
BALDWIN COUNTY, AL**

Current Date 2/ 4/2016

Tax Year 2015

Valuation Date October 1, 2014

OWNER INFORMATION

PARCEL 43-02-09-0-000-011.056 **PPIN** 282815 **TAX DIST** 04
NAME POINT CLEAR RIDGE DEVELOPMENT L L C
ADDRESS P O BOX 190034
 MOBILE AL 36619
DEED TYPE IN **BOOK** 0000 **PAGE** 0900915
PREVIOUS OWNER
LAST DEED DATE 6/ 9/2005

DESCRIPTION

658.2' X 119.7' IRR COMMON AREA (DETENTION AREA) BROOKHAVEN
 SUB UNIT ONE SLIDE 2282-A & CORRECTION SLIDES 2307-F & 2345-
 A IN THE CITY OF DAPHNE SEC 9-T5S-R2E (WD)

PROPERTY INFORMATION

PROPERTY ADDRESS
NEIGHBORHOOD DAPHNE **DAPHNE AREA**
PROPERTY CLASS **SUB CLASS**
SUBDIVISION BRKHAV **SUB DESC** BROOKHAVEN SUB UNIT ONE
LOT CA BLOCK
SECTION/TOWNSHIP/RANGE 00-00 -00
LOT DIMENSION **ZONING**

PROPERTY VALUES

LAND: 500 **CLASS 1:** **TOTAL ACRES:**
BUILDING: **CLASS 2:** 500 **TIMBER ACRES:**
 ===== **CLASS 3:**
TOTAL PARCEL VALUE: 500
ESTIMATED TAX:

DETAIL INFORMATION

<u>CODE</u>	<u>TYPE</u>	<u>REF METHOD</u>	<u>DESCRIPTION</u>	<u>LAND USE</u>	<u>TC</u>	<u>HsPn</u>	<u>MARKET USE</u>
							<u>VALUE</u> <u>VALUE</u>
M	<u>LAND</u>	1	BV BS-500	X	9950-COMMON AREA	2	N N 500

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[Back](#)

CITY OF DAPHNE

RESOLUTION 2016-70

**REQUEST BY THE CITY OF DAPHNE FOR AN ALABAMA ATTORNEY
GENERAL'S OPINION**

WHEREAS, the City of Daphne, a class 8 Alabama Municipal Corporation, regarding certain proposed financial arrangements with a 501(c)(3) non-profit relating to recreation; and

WHEREAS, the Attorney for the City of Daphne has opined that there seems to be no clear Alabama law or Attorney General Opinions specifically related to this issue; and

WHEREAS, the City of Daphne believes that the request for an Attorney General opinion and an issuance of an opinion by the Attorney General's Office will resolve the matter for the citizens for the City of Daphne.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the City Attorney of the City of Daphne is hereby directed to provide a written request along with this resolution seeking an opinion from the Attorney General's Office whether the City of Daphne may enter into a financial agreement with Daphne Strike Soccer Club, a 501(c)(3) nonprofit corporation wherein the City guarantees a mortgage for the Soccer club to purchase land to use as additional fields, storage of maintenance items and its headquarters.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE ____ DAY OF _____, 2016.

DANE HAYGOOD
MAYOR

ATTEST:

REBECCA A. HAYES
CITY CLERK,

THIS INSTRUMENT PREPARED BY:

JAY M. ROSS
ROSS, JORDAN & GRAY, P. C.
Attorneys At Law
Post Office Box 210
Mobile, AL 36601
(251) 432-5400 Phone
(251) 432-5445 Fax

**CITY OF DAPHNE
ORDINANCE NO. 2016-55**

RIGHT-OF-WAY ORDINANCE

WHEREAS, the City Council of the City of Daphne, Alabama desires to protect, preserve and promote the health, welfare and safety of the citizens of Daphne by ensuring the structural integrity of public streets; and

WHEREAS, the City Council of the City of Daphne, Alabama desires to ensure that city rights-of-way are maintained in a state of good repair free from unnecessary encumbrances; and,

WHEREAS, the City Council of the City of Daphne, Alabama, possessing authority to manage and control its rights-of way, desires to establish the rules and regulations related to right-of-way work; to provide applicable definitions; to define prohibited acts; to provide penalties for the violation hereof; and to enact reasonable regulations in furtherance thereof.

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

SECTION I.

DEFINITIONS

A. For the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context the words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely derivative.

1. Applicant. Means any person or entity requesting or under a duty to request permission to obstruct or construct in a City of Daphne right-of-way.
2. City. Means the City of Daphne, Alabama.
3. Code Enforcement Officer. Means any person authorized by the City of Daphne to enforce the Codes of the City and issue Municipal Offense Tickets for violations thereof.
4. Construct. Means to excavate, repair, rehabilitate, maintain, and install sanitary sewers, water mains, fire hydrants, valves, meters, manholes, service lines and connections, gas mains, telephone and electrical conduit and their miscellaneous service lines and connections, telecommunications Facilities cables, wires, lines, wave guides, antennas, and other equipment or Facilities, pedestals, and service cabinets, poles, guy wires, storm drains, manholes, inlets, catch basins, irrigation systems, driveways, sidewalks, pavement

extensions, curbs, walks, steps, building canopies, balconies, overhead walkways, and temporary detour pedestrian walkways on, above, or under any part of the Rights of Way provided however, that Construct shall not mean installation, repair, rehabilitation or maintenance of Facilities that do not involve excavation of any portion of the Rights of Way.

5. Construction Bond. Means a bond posted to ensure proper and complete construction and/or repair of a permitted site pursuant to a permit issued by the Public Works Department.
6. Construction Standards for miscellaneous construction, utility excavation, Right-of-way and pavement restoration. Means the compilation of provisions and requirements that provide the technical specifications and details for the construction of facilities in the right-of-way.
7. Department. Means the City of Daphne Public Works Department.
8. Department Inspector. Any person designated/authorized by the Public Works Director to carry out inspections related to the provisions of this article.
9. Emergency. A condition that poses a clear and immediate danger to life or health, or of a significant loss of property or utility service. “Emergency” also includes requests for service which the applicant deems urgent and can be classified as small project types A and B.
10. Excavation. Means any work on the surface or subsurface of the public right-of-way including but not limited to opening the right-of-way, installing, servicing, repairing, or repairing/modifying any facilities/sites in or under the surface or subsurface, and restoring the surface and subsurface of the public right-of-way.
11. Facilities. Means any tangible thing located in any right-of-way; and shall include boulevard plantings or gardens planted & maintained in the right-of-way between a person’s property and the street edge of pavement.
12. Geo-technical Engineer. Means a professional engineer experienced in soils engineering and materials testing.
13. Geo-technical Company. Means a professional engineering company that provides soils engineering and testing services, laboratory and field testing services, construction material testing, and possesses a certificate of

authorization from the state board of registration for professional engineers and land surveyors.

14. In. Means, when used in conjunction with “right-of-way”, means over, above, in, within, on or under a right-of-way.
15. Landscape or Landscaping. Means trees, shrubs and other plantings of materials that are or may grow to a height of eighteen (18) inches or more, and irrigation systems (in unpaved areas), in the right-of-way.
16. Major Project. Means construction of water, sewer, gas, telephone, fiber optic, electrical power conduit, cable and duct, TV cable, jacking, boring, pushing and tunneling, retrofitting existing facilities/sites, storm drain and any other miscellaneous major facility construction projects that involve more than one continuous block or five hundred (500) linear feet of right-of-way.
17. Minor Project. Means construction of miscellaneous utility service lines, manhole installation not associated with Major Project construction, main line point repairs and installation, miscellaneous utility service line repair, storm drain and inlet repairs, vaults, irrigation systems and other miscellaneous construction and repair projects that involve less than one (1) block or five hundred (500) linear feet of right-of-way.
18. Municipal Court. Means the part of the City of Daphne Municipal Court System designed to enforce local laws and ordinances relating to the physical appearance of the City, and the health and safety of the public.
19. Municipal Offense Ticket (M.O.T.). Means a citation issued for a violation of this ordinance. A M.O.T. may require payment of a fine as defined by the municipal offense ticket system (M.O.T.) fine schedule, as may be amended from time to time, appearance in municipal court and if determined by the judge of said court, jail or community service.
20. Notice of Violation. Means a written warning issued by the Department, or the City of Daphne Code Enforcement Officer, for a violation or possible violation of this ordinance.
21. Obstruct. Means to place any one or any tangible object in a right-of-way so as to hinder free and open passage over, under or through that or any part of the right-of-way.
22. Permit Fee. Means money charged by the City of Daphne to cover the costs as provided in Appendix A (Schedule of fees) of this ordinance.

23. Permittee. Means any person or company to whom a permit to construct or obstruct a right-of-way has been granted by the City.
24. Person. Means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity which has or seeks to have facilities/sites located in any right-of-way.
25. Restoration. Means the process by which a constructed or obstructed right-of-way is restored as specified in the constructed standards.
26. Right-Of-Way. Means the surface and space above and below any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest including easements, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, river, tunnel, viaduct, detention pond, retention pond, culvert, ditch, storm water management facility, bridge, park, or any other place, area, or real property owned by or under the control of the City.
27. Right-Of-Way Permit. Means the permit which must be obtained before a person may construct in, or obstruct in a right-of-way as required by Section III (Right-of-way permits) of this ordinance.
28. Service or Utility Service. Means services provided by utilities.
29. Sidewalk. Means the paved pedestrian walkway between the edge of the road and the street right-of-way line.
30. Small Project (Type A). Means the installation of equipment cabinets, junction boxes, terminal boxes, splice boxes, regulator stations, meters and valves in paved areas, utility poles, guy poles and appurtenances not associated with a major or minor project.
31. Small Project (Type B). Means the installation, repair and routine maintenance of miscellaneous utility drop lines, overhead wires and cables, traffic signal poles, light poles, traffic signs, meters, valves and other miscellaneous construction, repair, routine maintenance and inspection, that requires minimal excavation or right-of-way disruption.
32. Supplementary Application. Means an application made to construct or obstruct more of the right-of-way than allowed in, or to extend, a permit that has already been issued.

33. Trenchless Technology. Means the use of directional boring, horizontal drilling and micro-tunneling and other techniques in the construction of underground portions of facilities which result in the least amount of disruption and damage to right-of-way as possible.
34. Underground Facilities. Means all lines, cables, conduits, posts, tanks and any other facilities owned or operated by persons other than the City which are located wholly or partially underneath right-of-way.
35. Utilities. Means any water, sewer, gas, drainage, irrigation or culvert pipe and any electric power, telecommunication, signal, communication, or cable television conduit, fiber / fiber optic, wire, cable, or operator thereof.

SECTION II. RIGHT OF WAY ADMINISTRATION

A. Administration. The City of Daphne Public Works Director shall be the principal City official responsible for the administration of the right-of-way, right-of-way permits, and the ordinances related thereto. The Public Works Director may amend from time to time, construction standards and other rules reasonably required to carry out the purposes of this ordinance. Any requirement not specifically covered by this ordinance or the construction standards shall be determined by the Public Works Director. The Public Works Director may delegate any or all of the duties hereunder.

B. Appeal Procedure. The Public Works Director may grant a special exception to the requirements of this ordinance if a permittee demonstrates, with written evidence, that:

1. The exception will not create any threat to public health, safety or welfare.
2. The permittee demonstrates that the increased economic burden and the potential adverse impact on the permittee's construction schedule resulting from the strict enforcement of this ordinance actually, or effectively, prohibits the ability of the permittee to provide utility services in the City.
3. The permittee demonstrates that the requirement unreasonably discriminates against the permittee in favor of another person.

C. Should any person be aggrieved by the decision of the Public Works Director, such person may appeal by filing written notice with the Public Works Department within fifteen (15) days from the date of such decision. The Department shall send a copy of the appeal and all relevant Documentation, within fifteen (15) days, to the City Clerk's Office to be considered by the City Council at a public hearing.

SECTION III.

RIGHT-OF-WAY PERMITS

A. Permit requirements.

1. Except as otherwise provided in this ordinance, no person may construct or obstruct any right-of-way without first having obtained one of the following right-of-way permits from the Public Works Department:
 - a) Major Project;
 - b) Minor Project;
 - c) Small projects;
 - 1) Type A;
 - 2) Type B; or
 - d) Landscape
2. Right-of-way permit. A right-of-way permit is a permit which allows the holder to construct, obstruct, or landscape in that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein. A permit is valid only for the date(s) and the area(s) of right-of-way specified in the permit. No person may construct in or obstruct the right-of-way beyond the date or dates specified in the permit unless such person:
 - a) Makes a supplementary application for another right-of-way permit before the expiration of the initial permit; and
 - b) A new permit or permit extension is granted.

However, if no work is initiated within four months or if the project lies dormant for a period of thirty (30) calendar days after being started, the Permit is made invalid.

3. Emergencies. When the work must commence immediately because of an emergency, the permittee shall comply with the provisions in Section V, subsection B, 1.
4. Exemptions. No permits shall be required for the following activities:
 - a) Installation and repair of facilities by, or for, City of Daphne Departments; and

b) Installation of landscaping materials which are, or may grow, to a height of not more than eighteen (18) inches.

5. Permit authorizing routine work. Applicants may be allowed, if determined by the Public Works Department, to obtain in advance, an annual, quarterly or semi-annual permit for minor projects outside roadway limits and some small projects that involve minimal excavation. Permit fees shall be calculated as an estimate of similar work conducted over the past 12 months. Bi-weekly summary submittals will be required of blanket permit applicants covering the type and extents of work, locations, durations, etc... These summary submittals will be used to verify and adjust fees based on the actual work completed under that blanket permit. A twenty-five dollar (\$25.00) application fee plus all estimated fees will be charged at the time of application.

B. Permit applications. Application for a permit is made to the Public Works Director.

1. All permit applications shall contain, and will be considered complete only upon compliance with the requirements of the construction standards, as appropriate.

a) Tree and landscaping requirements of this article shall be administered and enforced by the Director of Community Development, in cooperation with the Director of Public Works.

C. Issuance of permit; conditions.

1. If the Director of Public Works determines that the applicant has satisfied the requirements of this ordinance, he may issue a permit or issue notification and reason for denial of same.
2. The Director of Public Works may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder in order to protect the public health, safety and welfare, to insure the structural integrity of the right-of-way, to protect the property of other users of the right-of-way, and to minimize the disruption and inconvenience to the traveling public, including notification to property owners.

D. Permit fees.

1. Permit fees shall be established by the City Council upon recommendation by the Director of Public Works. Said fees shall be in an amount sufficient to recover the following costs:

- a) The City costs, including administration, inspection, and enforcement; and
 - b) The cost for obstructing the right-of-way, including costs associated with traffic management that results from street obstruction, lost tax revenues resulting from streets blocked and as an encouragement to minimize costs and to encourage timely, efficient use of the right-of-way.
 - c) The current schedule of permit fees is set forth in Appendix A to this article.
2. Payment of permit fees. No permit shall be issued without payment of such fees unless the Public Works Director authorizes payment to be made thirty (30) days following billing. All changes in fees shall be approved by the City Council.
 3. Nonrefundable fees. All permit fees are nonrefundable.
 4. Joint applications. Applicants are encouraged to make joint applications for permits to construct or obstruct the right-of-way at the same place and time.

SECTION IV. CONSTRUCTION; RESTORATION

A. Compliance with construction standards. All construction or maintenance of facilities shall be in accordance with this ordinance, the construction standards and such other conditions imposed on the permit by the Public Works Director under Section III, C.

B. Location of facilities. The Public Works Director shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests or permittees to occupy and use the right-of-way. In making such decisions, the Public Works Director shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of public interest, the public's need for the particular utility service, the condition of the right-of-way, the protection of existing facilities/sites in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

C. Least disruptive technology. Applicants are encouraged to perform construction and maintenance of facilities in a manner resulting in the least amount of damage and disruption of the right-of-way. Applicants will be required to use trenchless technology for major and minor construction projects, within roadway limits, in arterial and other high volume streets constructed or resurfaced within the last five (5) years, unless otherwise approved by the Director of Public Works and such approval shall not be unreasonably withheld. The Director of Public Works may require trenchless technology in other locations, where extreme circumstances prevent or make open cut methods impractical. Applicants may use the open cut method or trenchless technology for major and minor projects outside roadway limits.

D. Right-of-way restoration.

1. The work to be done under the permit, and the restoration of the right-of-way as required herein, must be completed within the dates specified in the permit. In addition to its own work, the permittee must restore the general area of the work, including all disturbed landscaping materials and the permitted areas, including the paving and its foundations, per the City of Daphne construction standards.
2. The permittee shall perform the work according to the standards and with the materials specified by the City of Daphne Public Works Director including but not limited to the construction standards.
3. By restoring the right-of-way, the permittee guarantees its work for twenty-four (24) months following its completion. During this twenty-four month period, the permittee shall, upon notification from the Public Works Director, correct all restoration work to the extent necessary using the method required by the Director. Said work shall be completed within the time frame specified by the Director of Public Works.

E. Installation requirements. The excavating, backfilling, restoration, and all other work performed in the right-of-way shall be done in conformance with specifications set forth in the construction standards.

F. Inspection. Except for routine work, when the work under any permit for major and minor projects hereunder is completed, the permittee shall notify the Public Works Director.

1. Permittee shall make the work site available to the Public Works Director or his authorized representative and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the work.
2. At the time of the inspection, the Director of Public Works or his authorized representative may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public.
3. The Director of Public Works or his authorized representative may issue a notice of violation to the permittee for any work which does not conform to the applicable standards, conditions or codes. The order shall state that failure to correct the violation will be cause for issuance of a Municipal Offense Ticket (M.O.T.) and/or a stop work order. Within the time frame indicated on the notice after issuance of the order, the applicant shall present proof to the Director of Public Works that the violation has been corrected. If such proof has not been presented within the required time, the Director of Public Works may issue a stop work order and/or have a Municipal Offense Ticket (M.O.T.) issued.

G. Other obligations. Obtaining a right-of-way permit does not relieve the permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other city, county, state, or federal rules, laws or regulations.

1. A permittee shall comply with all requirements of local, state and federal laws, including a franchise duly adopted by the City Council. Contact shall be made to the one call excavation notice system, Alabama Statutes @ 1-800-292-8525, or such other number which may be applicable.
2. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who performs the work.
3. Except in the case of an emergency, and with the approval of the Director of Public Works, no right-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work.
4. A permittee shall not so obstruct a right-of-way that the natural and free passage of water through the gutters or other waterways shall be interfered with.
5. Private vehicles not owned by or under contract to permittee may not be parked within or adjacent to a permit area.

SECTION V. ENFORCEMENT OF PERMIT OBLIGATION

A. Denial of permit.

1. Mandatory denial. Except in the case of emergency, no right-of-way permit will be granted:
 - a) To any person who has failed to comply with the requirements of this article;
 - b) To any person who is delinquent in paying a debt owed to the City;
 - c) If, in the discretion of the Director of Public Works, the issuance of a permit for the particular date and/or time would cause a conflict or interfere with an exhibition, celebration, festival, or any other event. The Director of Public Works, in exercising this discretion, shall be guided by the safety and convenience of ordinary travel of the public over the right-of-way, and by considerations relating to the public health, safety and welfare.

4. Permissive denial. The Director of Public Works may deny a permit in order to protect the public health, safety and welfare, to prevent interference with the safety and convenience of ordinary travel over the right-of-way, or when necessary to protect the rights-of-way and its users. The Director of Public Works may consider one (1) or more of the following factors:
 - a) The extent to which the right-of-way space where the permit is sought is available;
 - b) The competing demands for the particular space in the right-of-way;
 - c) The availability of other locations in the right-of-way or in other right-of-way for the facilities of the particular company;
 - d) The applicability of other ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;
 - e) The degree of compliance of the applicant with the terms and conditions of its franchise, this ordinance, and other applicable ordinances and regulations; the degree of disruption to surrounding neighborhoods and businesses that will result from the use of that part of the right-of-way; and
 - f) The condition and age of the right-of-way, and whether and when it is scheduled for total or partial construction; and the balancing of the costs of disruption to the public and damage to the right-of-way, against the benefits to that part of the public served by the expansion into additional parts of the right-of-way.
 - g) The public policy of allowing an obstruction of similar character in other right of ways in the City.

B. Work done without a permit.

1. Emergency situations. Each permittee shall notify the Director of Public Works (by telephone or in person) of any event regarding its facilities which it considers to be an emergency immediately upon its discovery of same. The applicant may proceed to take whatever actions are necessary in order to respond to the emergency. Within three (3) business days after the occurrence of the emergency, the applicant shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this ordinance for the actions it took in response to the emergency.
2. In the event that the Director of Public Works becomes aware of an emergency regarding a permittees' facilities/site, the Department shall

attempt to contact the local representative of each permittee affected, if known, or potentially affected, by the emergency, who must comply with subsection B, 1. of this section. In any event, the Department may take whatever action deemed necessary in order to respond to the emergency.

3. Non-emergency situations. Except in the case of an emergency, any person who obstructs or excavates a right-of-way without a permit must

subsequently obtain a permit, pay double the normal fee for said permit, pay double all the other fees required by City Codes, is subject to the issuance of a notice of violation and/or a Municipal Offense Ticket (M.O.T.), deposit with the Department the fees necessary to correct any damage to the right-of-way and comply with all requirements of this article.

C. Enforcement.

1. Permittees hold permits issued pursuant to this ordinance as a privilege and not as a right.
2. If the Director of Public Works determines that the Applicant has violated a material term or condition of any statute, ordinance, rule, regulation or any condition of the permit, the Director of Public Works shall issue a notice of violation to the Applicant to remedy such violation. The demand shall state that continued violations may cause for the issuance of a stop work order and issuance of a Municipal Offense Ticket (M.O.T.). Further, a substantial breach, as stated above, will allow the Director of Public Works, at his or her discretion, to place additional or revised conditions on the permit.
3. A material violation by Applicant shall include, but shall not be limited to, the following:
 - a) The violation of any material provision of the permit;
 - b) An evasion or attempt to evade obtaining a permit or any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
 - c) Any material misrepresentation of fact in the application for a permit;
 - d) The failure to maintain the required bonds and/or insurance;
 - e) The failure to complete the work within a timely manner; or
 - f) The failure to correct a condition indicated on an order issued pursuant to Section IV, F.

5. Within forty-eight (48) hours of receiving a notice of violation, permittee shall contact the Director of Public Works with a plan, acceptable to the Director of Public Works, for its correction. Applicant's failure to so contact the Director of Public Works, or the permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan shall be cause for immediate issuance of a stop work order and issuance of a Municipal Offense Ticket (M.O.T.)
6. From time to time, the Director of Public Works may establish a list of conditions of the permit that will automatically warrant the issuance of a Municipal Offense Ticket (M.O.T.) to the permittee.

SECTION VI. INDEMNIFICATION AND LIABILITY

A. The City does not accept liability. By reason of the grant of a right-of-way permit, the City does not assume any liability:

1. For injuries to persons, damage to property, or loss of service claims by parties other than the applicant or the City; or
2. For claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of facilities by permittees or activities of permittees.

b) Applicant or permittee indemnifies the City. By accepting a permit, a permittee is required to, indemnify and hold the City whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its facilities/site, or out of any activity undertaken in or near a right-of-way, whether any act or omission complained of is authorized, allowed, or prohibited by a right-of-way. It further agrees that it will not bring, nor cause to be brought, any action, suit or other proceeding claiming damages, or seeking any other relief against the City for any claim nor for any award arising out of the presence, installation, maintenance or operation of its facilities/site, or any activity undertaken in or near a right-of-way, whether the act or omission complained of is authorized, allowed or prohibited by a permit. The foregoing does not indemnify the City for its own negligence. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the applicant or to the City; and the applicant, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf.

c) Exceptions. The provisions of subsection (b) of this section shall not apply to a permittee that has, as effective date of this ordinance, a valid franchise duly granted by the City, and said franchise requires the permittee to hold harmless the City for damages occasioned by the presence, operations or maintenance of the permittee's facilities/site. This exemption shall not apply where said franchise does not afford the City at least the level of protection stated in section (b) of this section, unless the permittee agrees to provide the same or greater level of protection to the City.

SECTION VII. PENALTY.

A. Any person found guilty of violating any provision of this Ordinance shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment for a period not exceeding six (6) months, or both, in the discretion of the Municipal Judge.

B. This Ordinance shall also be subject to enforcement by the issuance of a summons and complaint pursuant to the provisions of Ordinance No. 1993-02, as the same may be from time to time amended.

SECTION VIII. NON-EXCLUSIVITY

The remedies provided in this ordinance are not exclusive or in lieu of other rights and remedies that the City may have at law or in equity. The City is hereby authorized to seek legal and equitable relief for actual or threatened injury to the public right-of-way, including damages to the right-of-way, whether caused by a violation of any of the provisions of this chapter or other provisions of this ordinance.

SECTION IX. 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 portion hereof.

SECTION X. REPEALER

Ordinances 2004-23 and 2016-13 are hereby repealed and replaced by this Ordinance. Any other Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION XI. EFFECTIVE DATE

This Ordinance shall take effect and be in force 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 DAPHNE,
ALABAMA, ON THE ____ DAY OF _____, 2016.**

CITY OF DAPHNE

DANE HAYGOOD, MAYOR

ATTEST:

REBECCA A. HAYES, CITY CLERK

SCHEDULE OF FEES

RIGHTS-OF-WAY AND EXCAVATION PERMIT FEES

<u>Description</u>	<u>Permit Fee</u>
Administration Fee	\$25.00 (all permits)
Aerial utility construction (new installation)	\$0.50 per L.F.
Utility poles including guy and anchor (new installation)	\$2.00 per pole
Excavation for all new projects (paved areas)	\$3.00 per L.F. (minimum fee \$100.00)
Excavation for all new projects (unpaved areas)	\$0.75 per L.F.
Excavation for point repairs - service lines, storm drains, manholes, etc. (paved areas)	\$20.00 per square yard
Excavation for point repairs - service lines, storm drains, manholes, etc. (unpaved areas)	\$6.00 per square yard
Directional boring and jacking operations, tunneling, retrofit or repair of existing utilities by bore, stitch boring, plowing, irrigation systems, etc...	\$0.40 per L.F. (minimum fee \$25.00)
Communication towers (new installation)	\$50.00 per tower
Terminal boxes, junction boxes, equipment cabinets, splice boxes, regulator stations, meters & valves in paved areas, vaults, utility pedestals	\$5.00 each
Sidewalk, driveway, curb, gutter, mitred-end sections (new construction, replacement, or repair):	
0 sq. yds. to 2 sq. yds.	\$10.00
2 sq. yds. to 25 sq. yds.	\$30.00
25 sq. yds. to 100 sq. yds.	\$50.00
100 sq. yds. to 200 sq. yds.	\$100.00
200 sq. yds. or greater	\$0.50 per SY
Steps, Ramps (ADA compliant), etc...	\$50.00 per location
Monitoring wells	\$50.00 each
Temporary pedestrian walkway	\$50.00 per location
Balconies, Canopies	\$10.00 per location

Note: Applicants may be allowed, if determined by the Department to obtain, in advance, an annual, quarterly, or semi-annual permit for minor projects outside roadway limits and some

small projects that involve minimal excavation as defined by the Public Works director. Permit fees shall be calculated as an estimate of similar work conducted over the past twelve (12) months. Bi-weekly summary submittals will be required of blanket permit applicants

covering the type and extents of work, locations, durations, etc... These summary submittals will be used to verify and adjust fees based on the actual work completed under that blanket permit. A \$25 application fee plus all estimated fees will be charged at the time of application.

*No fee/permit shall be required for replacing existing poles of similar size or routine inspection.

*****Please note: all fees are non-refundable*****

OBSTRUCTION FEES

The following conditions shall apply in determining obstruction fees:

1. The obstruction of commercial pedestrian walkways will be charged at the rate of five dollars (\$5.00) per calendar day for each twenty (20) linear feet of length.
2. Fees will not be charged for obstruction of less than eight (8) hours.

APPENDIX B

CONSTRUCTION STANDARDS FOR MISCELLANEOUS CONSTRUCTION UTILITY EXCAVATION, AND RIGHT-OF-WAY AND PAVEMENT RESTORATION

SECTION I. CONSTRUCTION PLAN SUBMITTAL REQUIREMENTS WITHIN PUBLIC RIGHT-OF WAYS AND EASEMENTS

A. Major projects.

1. Major projects within roadway limits:

a) Construction plan submittal. Applicants for right-of-way permits shall submit three (3) sets of construction plans and specifications, including the following information, for review and approval:

1.) The location of all topographic features affected by the project within the right-of-way.

b) Complete plan & profile sheets indicating the horizontal and vertical location of all components of the proposed project and other related information including, but not limited to, pipe and manhole flow line elevations, type and size of pipe, and other related structures, profile and other elevations necessary for roadway and right-of-way restoration, and the design details of the proposed construction and pavement and right-of-way restoration will be required for gravity flow systems including sanitary sewer, storm drain and related projects.

Note: Complete plan & profile sheets and other information currently required for gravity flow systems will be required for projects submitted after future ordinance amendment to include provisions for implementation of GIS mapping requirements.

c) A plan indicating the location of the proposed project with respect to the centerline, edge of road, and right-of-way, tie-in to nearest street intersection, components and material type used, and dimensions and depth of the proposed installation, will be required for non-gravity flow systems including water distribution systems, gas systems, communication, cable TV and electric power distribution systems, unless otherwise authorized by the Director of Public Works.

d) An erosion control plan and best management practices (BMP's) complying with provisions of the City Stormwater Management Ordinance.

e) A safety plan to include methods to be used to protect the general public from injury, and including the proposed use of barricades, signs, lights, fencing and other barriers.

f) A traffic control plan complying with all of the provisions of the Federal

Manual on Uniform traffic Control Devices, current edition, shall be submitted to the Director of Public Works.

g) A landscape plan complying with the tree landscaping and protection ordinance; and

h) Complete as-built construction plans of the construction project shall be submitted to the Director of Public Works, after final inspection of the project. The as-built plans shall be submitted in hard copy medium as well as CAD files in DWG Format.

2. Major projects outside roadway limits:

a) Construction plan submittal. Applicants for right-of-way permits shall submit three (3) sets of construction plans & specifications, including the following information for review and approval:

1.) The location of all visible topographic features within the right-of-way that will be impacted by the proposed project.;

b. anchor;

c. Complete plan and profile sheets indicating the horizontal and vertical location of all components of the proposed project and other related information including, but not limited to, pipe and manhole flow line elevations, type and pipe size, and other related structures, profile and other elevations necessary for right-of-way restoration and the design details of the proposed construction, including the right-of-way restoration will be required for gravity flow systems including sanitary sewer, storm drain and related projects.

Note: Complete plan & profile sheets and other information currently required for gravity flow systems will be required for projects submitted after ordinance amendment to include provisions for the implementation of GIS mapping requirements.

d) A plan indicating the location of the proposed project with respect to the centerline, edge of road, and right-of-way, tie-in to nearest street intersection, components and type of material used, and dimensions and depth of the proposed installation, will be required for non-gravity flow systems including water distribution systems, gas systems, communication, cable TV and electric power distribution systems, unless otherwise authorized by the Director of Public Works.

e) An erosion control plan with best management practices (BMP's) complying with the City's Stormwater Management Ordinance.

f) A safety plan to indicate methods to be used to protect the general public from injury, and including the proposed use of barricades, signs, lights, fencing and other barriers.

g) A traffic control plan complying with all the provisions on the Manual on Uniform Traffic Control Devices, current edition, shall be submitted to the Director of Public Works, if any roadway is affected.

h) A landscape plan complying with the tree landscaping and protection ordinance; and

i) Complete as-built construction plans of the construction project shall be submitted to the Director of Public Works, after final inspection of the project. The as-built plans shall be submitted in hard copy form and CAD files in DXF Format.

B. Minor projects.

1. Minor projects within roadway limits.

a) Construction plan submittal. Applicants for right-of-way permits shall submit a plat of the proposed project including the following information:

1) A plat prepared at a scale acceptable to the Director of Public Works to indicate the plan view of the proposed project, location with respect to centerline, edge of roadway, and right-of-way, tie-in to nearest street subdivision lot corner or street intersection, components and type of material used for the project, and dimensions and depth of proposed installation.

2) An erosion control plan with best management practices (BMP's) complying with provisions of the City's Stormwater Management Ordinance.

3) A safety plan to indicate methods to be used to protect the general public from injury, and including the proposed use of barricades, signs, lights, fencing and other barriers.

4) A traffic control plan complying with all the provisions of the Manual on Uniform Traffic Control Devices, current edition, shall be submitted to the Director of Public Works, if any roadway traffic is affected; and

5) Complete as-built construction plans of the construction project shall be submitted to the Director of Public Works, after final inspection of the project. As-built plans shall be submitted in hard copy medium and CAD files in DWG Format.

2. Minor projects outside roadway limits.

a) Construction plan submittal. Applicants for right-of-way permits shall submit a plat of the proposed project including the following information:

- 1) A plat prepared at a scale acceptable to the Director of Public Works to indicate a plan view of the proposed project, location with respect to edge of roadway, centerline, and right-of-way, tie-in to nearest subdivision lot corner or street intersection, components and type of material used, dimensions and depth of proposed excavation.
- 2) An erosion control plan with best management practices (BMP=s) complying with the City's Storm Water Management Ordinance.
- 3) A safety plan to indicate methods to be used to protect the general public from injury, and including the proposed use of barricades, signs, lights, fencing and other barriers.
- 4) A traffic control plan complying with all the provisions of the Manual on Uniform Traffic Control Devices, current edition, shall be submitted to the Director of Public Works, if any impact on traffic movement is involved.
- 5) A landscape plan complying with the tree landscaping and protection ordinance.
- 6) Complete as-built construction plans of the construction project shall be submitted to the Director of Public Works, after final inspection of the project. The as-built plans shall be submitted in hard copy medium and CAD files in DXF Format.

C. Small projects. The applicant will not be required to submit a construction plan or plat for small projects. However, a location sketch will be required for the approval of small projects (Type A). Any pavement or areas in the right-of-way that is disturbed shall be restored in conformance with sections 6 and 7 of this ordinance.

SECTION II. BOND REQUIREMENTS

A. Construction bond. The applicant shall be required to provide an irrevocable, unconditional letter of credit or bond to guarantee the proper construction and completion of right-of-way restoration. The amount of the bond shall be based on the estimated cost of the right-of-way restoration provided by the permittee and approved by the Director of Public Works. A construction bond will not be required for small projects if no paved area or right-of-way is disturbed by the project. The Director of Public Works may waive the requirement for the construction bond for permittees who evidence financial ability to pay the cost of the repairs to City rights-of-way resulting from their permittee activity.

B. City Departments performing installation of facilities/sites, routine maintenance and repair, and other agencies working in the right-of-way that are not involved in the installation, repair and maintenance of utilities, are exempt from the requirements of section 2.

SECTION III. NOTIFICATION PROCEDURES FOR MAJOR

AND MINOR PROJECTS

A. Except for emergencies, the following notification procedures will be followed for major & minor projects, prior to the commencement of any construction activities:

1. The one call line location center will be notified forty-eight (48) hours prior to any excavation. The location of all utilities shall be verified before commencing construction.
2. The Director of Public Works shall be notified twenty-four (24) hours prior to commencing any construction activity involving major and minor projects within roadway limits.
3. The Public Works Director will be notified seventy-two (72) hours prior to the closure of any roadway or interruption in traffic flow.
4. A written notice will be distributed to each occupant of premises adjacent to the project site five (5) days prior to commencing construction activity relating to major projects.

SECTION IV. INSPECTION

A. City engineering personnel will conduct periodic inspections of utility construction, right-of-way and pavement restoration. The contractor will schedule a final inspection for major & minor projects when construction is complete.

SECTION V. TRENCH EXCAVATION AND GENERAL UNDERGROUND CONSTRUCTION REQUIREMENTS FOR MAJOR AND MINOR PROJECTS

A. Excavation.

1. Trench excavating methods (trench box, shoring, etc.) shall be used to keep the width of the trench to a minimum. Extra wide excavation to accommodate equipment will not be permitted. Sheeting, bracing, shoring, pre-fabricated steel trench boxes and other trench restraint system will be used to keep trench width to a minimum and to comply with OSHA regulations.
2. Hazardous materials. The applicant will comply with all federal, state and local laws, regarding hazardous material. For purposes of this section, hazardous material shall mean any material, substance or waste which, because of its quantity, concentration, or physical or chemical characteristics, is deemed to pose a present or potential hazard to human health, safety or to the environment.
3. Utility construction. The construction of utilities will be in conformance with the plans which constitute a part of the permit approval process.

A. Depth requirements for underground installation:

1) Within roadway limits. The minimum clear depth for open cut installation, and jacking, boring,, and pushing operations shall be thirty-six (36) inches, unless otherwise authorized or directed by the Director of Public Works.

2) Outside roadway limits and driveways. The minimum clear depth for open cut installation and jacking, boring, and pushing operations shall be thirty (30) inches, unless otherwise authorized or directed by the Director of Public Works.

4. Housekeeping and excavated material. The permittee shall keep the area surrounding the excavation clean (including trash, loose materials or other debris).

B. Backfill material.

1. Backfill material for major projects will be select granular soil material approved by the geotechnical engineering company or the Director of Public Works. Excavated material from the trench will not be used unless approved. Material excavated from utility poles, guy wire installation, replacing existing poles and routine pole inspections may be used for backfill.

2. Backfill material for minor projects within the roadway shall be comprised of crushed stone material up to subgrade elevation, unless otherwise approved by the Director of Public Works. Backfill material for other areas will be select granular soil material approved by a geotechnical engineering company or the Director of Public Works.

3. Installation of backfill material:

a) Backfilling of the excavated area shall follow closely behind the installation project.

b) The backfill material shall be compacted at near optimum moisture content, in layers not exceeding six (6) inches compacted thickness, to a density of not less than ninety-five (95) percent, unless otherwise approved by the geotechnical company. Mechanical tampers shall be used unless another method of compaction is approved. Jetting will not be permitted. The backfill material shall be installed uniformly and brought up evenly in layers for the full length of the trench.

4. Geotechnical testing and compaction for major & minor projects.

a) Major projects. A geotechnical engineering company will perform compaction tests at intervals of no more than 200 feet along the main trench line. Tests will be conducted at the installation of service lines within these limits where directed by the Director of Public Works. The

geotechnical engineering company will perform tests at as many levels of backfill installation, and at lateral locations to certify that compaction requirements have been achieved. Documented test reports will be prepared and submitted to the Director of Public Works before any right-of-way restoration proceeds.

b) Minor projects. Compaction tests may be requested for minor projects at specific locations.

5. General public safety: Every effort will be taken by the contractor to protect the safety and welfare of the general public, and to insure compliance with the safety and traffic plans submitted with the permit application.
6. Steel plates may be required by the Director of Public Works, in congested or heavily traveled areas, to cover open trenches. Temporary patching will be required for any trench excavation in the roadway prior to opening the area to traffic. The Director of Public Works may also require the temporary covering of any excavated area that will be left open overnight, if he so deems that not covering the excavated area will present a threat to public safety or health.
7. For major projects a construction sign will be placed adjacent to the utility construction area where traffic flow is to be obstructed. The signs will be placed seventy-two (72) hours prior to construction, at least every five hundred (500) feet along the project. The name of the utility/company involved and phone numbers that may be contacted on a twenty-four hour basis to be shown on the sign(s).

SECTION VI. RIGHT-OF WAY RESTORATION WITHIN ROADWAYS

A. All construction procedures and materials utilized will be in compliance with Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. A geotechnical engineering company will be retained by the utility/company or permittee, to conduct field testing to document and certify that all materials and compaction efforts are in compliance with Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition and procedures specified in the City engineering department's design details for right-of-way restoration.

B. Major projects.

1. Asphalt road surface.

a) Base construction.

1) Granular soil, sandy clay base. The base course of the affected lanes shall be reconstructed full width.

2) Bituminous base, stone base. The base course of the affected lanes shall be patched with equivalent base material if the

structural integrity of the roadway has not been affected by the project, as determined by the geotechnical engineering company. Otherwise, the affected lanes shall be reconstructed full width.

b) Wearing surface. The full width of the roadway surface shall be resurfaced within the limits of the project. Existing traffic striping and markings will be replaced.

2. Asphalt roadway surface overlay on existing concrete pavement.

a) Base construction. The existing concrete street may be patched with concrete, if the structural integrity of the roadway has not been affected by the project, as determined by the geotechnical engineering company. Otherwise, the affected panels of the existing concrete street shall be reconstructed.

b) Wearing surface. The full width of the roadway surface shall be resurfaced within the limits of the project. Existing traffic striping and markings will be replaced.

3. Concrete roadway surface.

a) Base construction. The base course of the affected lanes shall be reconstructed full width as determined by the geotechnical engineering company.

b) Concrete pavement. The entire roadway panel sections of the affected lanes shall be reconstructed. If the structural integrity of the roadway has been significantly affected by the project, the Director of Public Works may require the entire concrete surface, within the project limits, be reconstructed full width. Existing traffic striping and markings will be replaced.

4. Unpaved roadway surface. The entire roadway shall be surfaced with six (6) inches of stone within project limits.

B. Minor projects.

1. Asphalt roadway surface sixteen (16 square) feet or greater. For transverse service lines and miscellaneous installation and repair projects within excavated areas sixteen (16) square feet or greater, the entire width of the lane disturbed will be resurfaced from a point measured ten (10) feet from the edge of the excavation each way longitudinally along the centerline of the roadway. If more than one (1) lane is disturbed, the entire width of the disturbed lanes will be resurfaced. If the replacement pavement is more than seventy (70) feet long or more than ten (10) percent of the roadway area within a block is affected, the entire roadway will be resurfaced within the block. Existing traffic striping and markings will be replaced (See Fig. B-1).

2. Asphalt roadway surface less than sixteen (16) square feet. For miscellaneous construction involving excavated areas less than sixteen

(16) square feet, the area from the edge of the excavation extending one (1) foot outside the perimeter of the cut area will be resurfaced. If more than one (1) lane is disturbed, the entire width of the disturbed lanes will be resurfaced. If the replacement pavement is more than seventy (70) feet long or more than ten (10) percent of the roadway area within a block is affected, the entire roadway will be resurfaced within the block. Existing traffic striping and markings will be replaced.

3. Concrete roadway surface. The entire affected roadway panel sections, including base course, will be reconstructed joint to joint. Existing traffic striping and markings will be replaced.
4. Unpaved roadway surface. The entire roadway width will be resurfaced with six (6) inches of stone from a point ten (10) feet measured longitudinally along the roadway from the center of the excavation each way.

C. Jacking, boring, pushing, tunneling, retrofitting, and pipe lining projects. Any pavement damage caused by these types of projects will be restored in conformance with provisions of sections 5, 6, & 7 of this ordinance. Any existing pavement damage relating to the replacement, retrofitting, or pipe lining of damaged utilities will be restored in conformance with sections 5, 6, & 7 of this ordinance.

SECTION VII. RIGHT-OF-WAY AND EASEMENT RESTORATION OUTSIDE ROADWAY AREAS

A. Driveways.

1. Asphalt.
 - a) Asphalt driveways affected by the construction project shall be replaced from the right-of-way line to the curb or edge of road.
 - b) Construction of asphalt driveways will comply with Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, section 410.
2. Concrete.
 - a) Construction of concrete driveways affected by the construction project shall be replaced to the nearest control joint.
 - b) Construction of concrete driveways will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, section 618.

B. Concrete sidewalks.

1. Concrete sidewalks affected by the construction project shall be replaced to the nearest control joint in the affected construction area. Joints will be sawed unless at an expansion joint.

2. Construction of sidewalks will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, section 618.
- C. Curb and gutter.
1. Concrete curb and gutter, affected by the construction project, will be replaced from joint to joint in the affected area.
 2. Concrete curb and gutter construction will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, section 623.
- D. Miscellaneous structures.
1. All walls, steps, and other miscellaneous structures, affected by the construction, will be replaced as required by the Director of Public Works.
- E. Drainage systems and structures.
1. All disturbed drainage channels, structures, and pipe systems affected by the construction will be replaced as required by the Director of Public Works.
- F. Unpaved areas.
1. All established lawn areas, affected by the construction project, will be replaced with similar landscaping materials which were existing prior to the project construction beginning, or upgraded at the discretion of the Director of Public Works. Other areas will be restored with approved topsoil replacement, and or sodding or seeding.

TYPICAL ASPHALT ROADWAY REPAIR

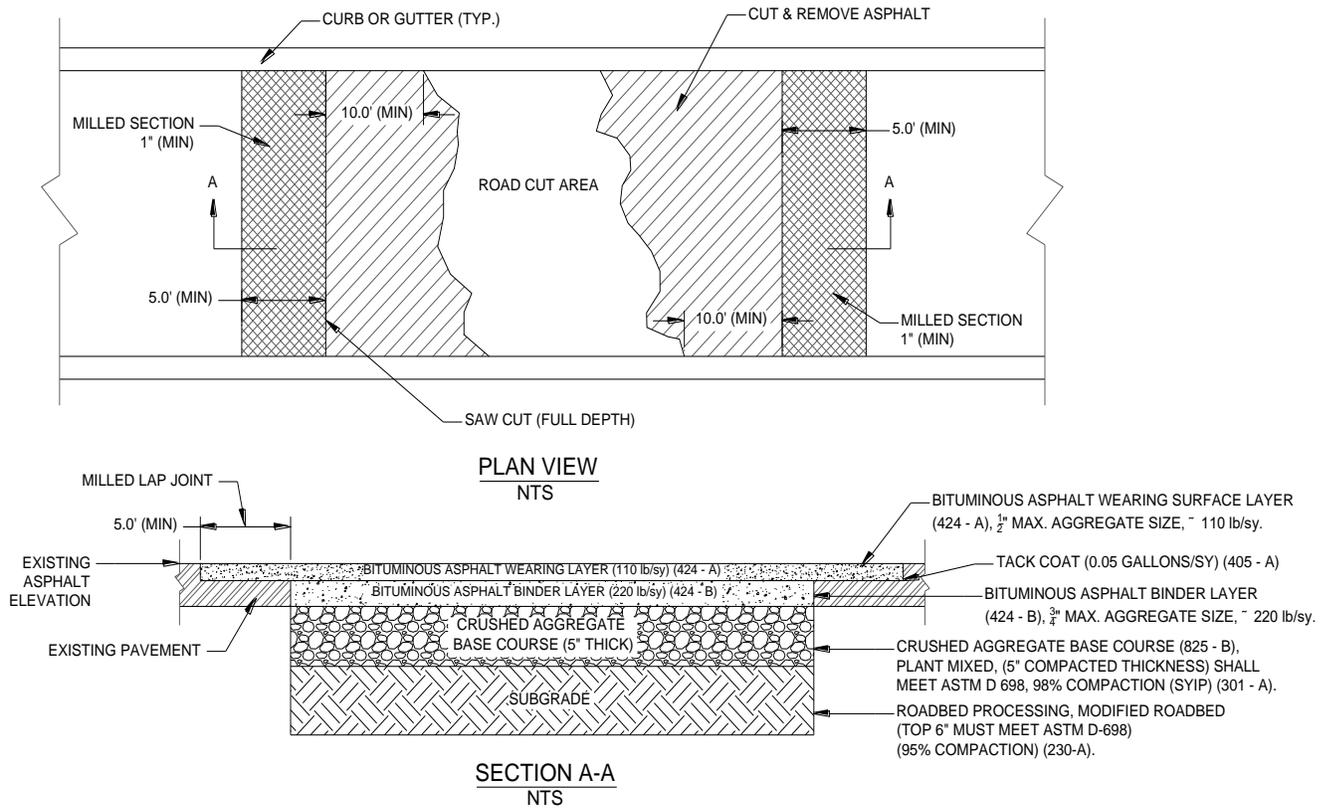


Figure B-1

ORDINANCE 2016-56

ADOPTING THE FISCAL YEAR 2017 BUDGET

WHEREAS, the Mayor of the City of Daphne has submitted to the City Council a budget for Fiscal Year 2017 which begins October 1, 2016 and ends September 30, 2017 (the "FY17 Operating Budget"); and

WHEREAS, the City Council has reviewed and considered such proposed budget; and

WHEREAS, the City Council believes that the attached proposed budget is a viable spending plan for the City during the next fiscal year;

WHEREAS, the City's procedures require the adoption of the budget by Ordinance; and

WHEREAS, if the amounts budgeted for departmental operating items or purposes are not required to be utilized for such items or purposes, then upon written approval by the Mayor or the Finance Director, these amounts may be expended for other departmental items or purposes, provided that the total amount of the adopted operating budget is not exceeded; and

WHEREAS, the Mayor is authorized to approve all applications for grants during the fiscal year with the understanding that grant awards requiring an additional appropriations will be presented to Council for approval.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the FY17 Budget in which the general fund revenues exceed appropriations in the amount of \$281,328 (*All Funds - \$861,314*) which includes total new Personnel \$408,050 and Capital \$869,000 as attached hereto and made a part hereof;

Approved and adopted on this the _____ day of _____, 2016.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

**All Funds Budget Summary
Fiscal Year 2017**

Enterprise Funds

	Enterprise Funds						
	General Fund	Solid Waste	Civic Center	Bay Front Park	Debt Service Fund	Special Revenues Fund	Capital Reserve Fund
TOTAL	(17,869,632)	(15,668,782)	-	-	(775,000)	(1,425,850)	-
Sales, use and luxury tax	(5,632,500)	(5,632,500)	-	-	-	-	-
Ad valorem taxes	(2,045,000)	(2,045,000)	-	-	-	-	-
Business licenses	(527,275)	(527,275)	-	-	-	-	-
Permits	(2,535,000)	(2,535,000)	-	-	-	-	-
PILOT Taxes	(445,000)	(376,000)	-	-	-	(69,000)	-
Fines and forfeitures	(472,453)	(226,500)	-	-	-	(55,953)	(190,000)
Intergovernmental	(2,135,175)	(337,050)	(202,125)	(77,500)	-	(113,000)	(55,000)
Charges for services	(7,500)	(7,500)	-	-	-	-	-
Grants	(92,752)	(82,500)	-	-	-	(10,252)	-
Contributions and donations	(85,650)	(85,000)	-	-	-	(650)	-
Interest / investment earnings	(75,500)	(75,500)	-	-	-	-	-
Miscellaneous	(31,923,437)	(27,598,607)	(202,125)	(77,500)	(775,000)	(1,674,705)	(245,000)
Total Estimated Revenues							
Payroll	16,745,929	933,967	189,864	187,429	-	59,692	-
Merit Increases	25,000	-	-	-	-	-	-
Employee Raises-\$0.50/hr COLA effective 4/1/2017	177,532	177,532	-	-	-	-	-
Health Insurance Premium Changes	(184,335)	(184,335)	-	-	-	-	-
Personnel	16,764,126	933,967	189,864	187,429	-	59,692	-
General Government	2,573,028	1,954,226	-	-	-	618,802	-
Public Safety	1,485,315	1,485,315	-	-	-	-	-
Public Works	2,683,016	1,670,068	-	-	-	-	-
Recreation	1,289,429	807,480	402,416	79,533	-	-	-
Operating	8,030,788	5,917,089	402,416	79,533	-	618,802	-
Capital	93,000	-	-	-	-	-	-
New Capital	776,000	266,000	-	-	-	275,000	235,000
New Personnel	408,050	368,241	-	-	-	39,809	-
Debt Service	4,990,160	-	-	-	4,990,160	-	-
Transfers To/From Other Funds	(5,427,311)	(5,279,776)	-	-	-	(147,535)	-
Transfers To Other Funds	5,427,311	-	390,155	189,462	4,215,160	36,119	-
Transfers From Other Funds	-	(5,279,776)	390,155	189,462	4,215,160	(111,416)	-
Total Estimated Revenues (Under) Appropriations	(861,314)	(281,328)	-	-	-	(569,986)	(10,000)

**CITY OF DAPHNE
ORDINANCE 2016 –57**

**AN ORDINANCE CONSENTING TO THE GRANT OF AN EASEMENT OVER
CERTAIN REAL PROPERTY BY THE UTILITIES BOARD OF THE CITY OF
DAPHNE**

WHEREAS, the Utilities Board of the City of Daphne (“Daphne Utilities”) is required to receive the consent of the City of Daphne under the provisions of Ala. Code § 11-50-314(a)(10) before it grants an easement across real property; and

WHEREAS, the management of Daphne Utilities has determined that it is in the best interest of Daphne Utilities to grant an ingress/egress easement over certain property to Sandra Dunlop as described in detail on Exhibit “A”; and

WHEREAS, the Board of Directors of Daphne Utilities has approved the grant of easement over the property to Sandra Dunlop as described in Exhibit “A”.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Daphne does hereby consent to the easement by Daphne Utilities of the property described on Exhibit “A” to Sandra Dunlop.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this ____ day of _____, 2016.

**Dane Haygood
Mayor**

ATTEST:

**Rebecca A. Hayes
City Clerk**

EXHIBIT “A”

STATE OF ALABAMA }

EASEMENT

COUNTY OF BALDWIN }

KNOW ALL MEN BY THESE PRESENTS, that **The Utilities Board of the City of Daphne**, an Alabama public corporation, (hereinafter referred to as “GRANTOR”), for and in consideration of the amount of \$500.00 and other good and valuable consideration in hand paid to the GRANTOR by the **Sandra M. Dunlop**, (hereinafter referred to as “GRANTEE”), the receipt and sufficiency whereof is hereby acknowledged by the said GRANTOR, and for the further consideration of the a release by GRANTEE of GRANTOR, does hereby, subject to terms hereinafter contained, **GRANT, BARGAIN, SELL AND CONVEY** unto the said GRANTEE, her heirs, successors or assigns, a non-exclusive right and easement for ingress, egress, constructing, inspecting, repairing, maintaining and using, the strip of land running across a parcel of land lying and being in the County of Baldwin, State of Alabama, being more particularly described as follows:

EASEMENT

Beginning at the Southeast corner of the Utilities Board of the City of Daphne parcel (described below), run thence South 00 degrees, 02 minutes, 21 seconds West along the East Boundary of the Utilities Board of the City of Daphne parcel (described below), a distance of 625.97 feet to a capped rebar on the North right-of-way line of Well Road; thence run South 89 degrees, 52 minutes, 48 seconds West along said right-of-way line 20.00 feet to a point, thence run North 00 degrees, 02 minutes, 15 seconds West, 625.62 feet to a point on the South boundary of the Utilities Board of the City of Daphne parcel (described below); thence run South 89 degrees, 59 minutes, 42 seconds East along said South boundary 20.00 feet to the Point of Beginning (hereinafter referred to as “Easement”).

The Utilities Board of the City of Daphne parcel is described as follows: From the Northwest corner of Section 16, Township 5 South, Range 2 East, thence run South 00 degrees, 05 minutes, 12 seconds East, 1,997.95 feet; thence run North 89 degrees, 59 minutes, 11 seconds East, 1,645.16 feet to the Point of Beginning; thence run North 00 degrees, 01 minutes, 48 seconds East, 446.91 feet; thence run North 89 degrees, 49 minutes, 35 seconds East, 1,005.61 feet; thence run South 00 degrees, 01 minutes, 45 seconds West, 449.72 feet; thence run South 89 degrees, 59 minutes, 11 seconds West, 1,005.16 feet to the Point of Beginning (hereinafter referred to as “Daphne Utilities Property”).

TO HAVE AND TO HOLD the above described property unto the said GRANTEE, her heirs, successors and assigns, forever.

Any except as to all other easements, right of way, restrictions or reservations of record together with all of those things specifically mentioned above, the said GRANTOR, for itself, its successors and assigns, does hereby covenant with the GRANTEE, her heirs, successors and assigns, that the GRANTOR is seized of an indefeasible estate in fee simple in said property, and that the GRANTOR does hereby warrant and will forever defend the above described easement and rights unto the GRANTEE, her heirs, successors and assigns, against the lawful claims of all persons.

The GRANTEE, for herself, her heirs, her personal representatives, her successors and her assigns does hereby completely and fully release, remise, acquit and discharge forever THE UTILITIES BOARD OF THE CITY OF DAPHNE, of and from any and all claims, demands, causes of action, suits, costs, damages, expenses, compensation and liability of every kind, character and description, either direct or consequential, at law or in equity, which we may have now, may have had at any time heretofore, or may have at any time hereafter, arising from, resulting from, or in any manner incidental to any matter, thing or event occurring, or failing to occur, at any time in the past up to and including the date hereof in any way related to the Property and to Daphne Utilities Property, including but not limited to, any and all claims of GRANTOR of alleged other existing easements, licenses or other grants of ingress/egress in, over or under the Daphne Utilities Properties that are not granted herein.

The Easement shall be subject to the following agreed terms and conditions:

- **Ingress and Egress of Grantee.** GRANTEE, her agents, licensees, successors and assigns, are hereby granted a nonexclusive ingress and egress easement over and across the Easement. Ingress and egress shall include vehicular and pedestrian access to GRANTEE'S property of approximately 10.34 acres adjacent to the north of the Daphne Utilities Property as shown on the attached survey as Exhibit A (hereinafter referred to as the "Grantee's Property").
- **Continued use by Grantor.** GRANTOR, its employees, agents, contractors, licensees, successors and assigns shall all have use and access of the Easement at any time and for any purpose.
- **Continued rights of Grantor.** Nothing herein shall be construed to limit, impair, or otherwise affect the rights of GRANTOR to develop, use, occupy or otherwise enjoy the Daphne Utilities Property or the Easement, including GRANTOR'S own construction of utility lines or other construction on, over or under the Easement.
- **No Public Use.** The use of the Easement shall not be subject to use by the public at large nor shall the Easement be used by the GRANTEE, her agents, licensees, successors or assigns, for any recreational use or other purpose not stated herein.
- **Grantor's Right to Dedicate as a Public Road.** GRANTOR shall have the exclusive right at any time or times to dedicate the Easement as a public road or to relocate any portion of the Easement, provided such public road or relocation continues to provide GRANTEE substantially similar access to the Grantee's Property. However, GRANTOR is under no obligation to build, provide or construct a roadway, is under no obligation to

relocate any portion of Easement, and is under no obligation to dedicate any roadway as a public road.

- **Indemnity.** To the fullest extent allowed by Alabama law, GRANTEE, her heirs, successors and assigns, shall and does hereby agree that she will protect, defend and indemnify and hold harmless the GRANTOR, and its officers, directors, board members, employees, contractors, agents, successors and assigns (the “Indemnitees”) at all times from and against and in respect to any and all damages as hereinafter defined. Damages, as used herein, shall include any claims, actions, demands, losses, costs, expenses, obligations, liabilities (joint or several), penalties, charges, and damages (including, without limitation, reasonable legal, accounting, consulting, engineering, environmental, and other fees and expenses incurred in investigating or in attempting to avoid the same or oppose the imposition thereof) that may be imposed or incurred by, or assessed against any of the Indemnitees by any other party or parties (including, without limitation, governmental entities) arising out of, in connection with or relating to any accident or occurrence causing injury or death to any person (including, without limitation, Indemnitees), or damage to property (including, without limitation, property of Indemnitees) directly resulting from any act, omission, or commission of GRANTEE, her employees, contractors, agents, invitees, licensees, guests, heirs, successors or assigns that occur as a consequence of such third party’s use of the Easement or roadway.
- **Remedies.** In the event that either GRANTOR or GRANTEE breaches any of the requirements hereof, the non-breaching party shall be entitled to all legal remedies, including, but not limited to, suit for injunction or specific performance.
- **Assignment.** GRANTEE may assign GRANTEE’S rights and obligations in the Easement but only in connection with the sale or conveyance of the GRANTEE’S Property and only provided the buyer agrees to the provisions herein.

(signatures on the pages to follow)

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2016.

The Utilities Board of the City of Daphne

By: Danny Lyndall
Its: General Manager

STATE OF ALABAMA }
COUNTY OF BALDWIN }

I hereby certify, that on this day, before me, a Notary Public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Danny Lyndall, General Manager of the Utilities Board of the City of Daphne, a public corporation, to me known to be person described in and who executed the foregoing instrument and acknowledged before me that, being informed of the content of the same, voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned, as an authorized act of said corporation

Given under my hand and official seal, this _____ day of _____, 2016.

(Affix Seal)

Notary Public

Sandra M. Dunlop

STATE OF ALABAMA }
COUNTY OF BALDWIN }

I hereby certify, that on this day, before me, a Notary Public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sandra M. Dunlop to me known to be person described in and who executed the foregoing instrument and acknowledged before me that, being informed of the content of the same, voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this _____ day of _____, 2016.

(Affix Seal)

Notary Public

GRANTOR:
THE UTILITIES BOARD OF
THE CITY OF DAPHNE
c/o GENERAL MANAGER, DANNY LYNDALL
P.O. BOX 2550
DAPHNE, AL 36526

GRANTEE:
SANDRA M. DUNLOP

This instrument prepared by:
SPEEGLE, HOFFMAN, HOLMAN & HOLIFIELD, LLC
Jerome E. Speegle, Esq.
Post Office Box 11
Mobile, Alabama 36601
(251) 694-1700

**who makes no representation as to
status of title or to matters which
would be disclosed by a current survey or title search.**

**CITY OF DAPHNE, ALABAMA
ORDINANCE NO. 2016-58**

**Ordinance to Pre-Zone Property Located
Northeast of Edgewood Drive and County Road 64
Winged Foot Subdivision
James V. Roberts as Conservator of Jeannette D. Lazzari**

WHEREAS, James V. Roberts as Conservator of Jeannette D. Lazzari as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property that is currently under County zoning as RA, Rural Agricultural, Baldwin County District 15, in the extraterritorial planning jurisdiction of the City of Daphne, to be pre-zoned as PUD, Planned Unit Development, City of Daphne, prior to annexing into the City of Daphne; and

WHEREAS, said real property is Southwest of Holy Cross Circle and Holy Cross Drive, and more particularly described as follows:

Legal Description for Pre-zone:

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHWEST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

WHEREAS, at the regular Planning Commission meeting on July 28, 2016, the Commission considered said request and set forth a favorable recommendation with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development, and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review, and consideration of future traffic improvements in this area; and,

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

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

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

SECTION I: ZONING

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

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

SECTION II: REPEALER.

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

SECTION III: SEVERABILITY.

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

SECTION IV: EFFECTIVE AND EXPIRATION DATE.

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2016.

Dane Haygood,
Mayor

ATTEST:

Rebecca A. Hayes,
City Clerk

WINGED FOOT PUD STANDARDS

Winged Foot, a Planned Unit Development (PUD), is a 67.87 acre site located one-quarter of a mile east of Pollard Road and is bound on the north side by Well Road and on the south side by County Road 64. The property is presently in the extraterritorial jurisdiction of the City of Daphne and is located in Baldwin County Planning District 15 and is zoned RA – Rural Agriculture. Application has been made to the City of Daphne to annex this property into the city and to be zoned as a PUD.

The proposed development consists of 199 single family lots, with 152 lots at 52' wide and a minimum of 6,000 sq. ft., and 47 lots at 70' wide and a minimum of 10,500 sq. ft. There are also 2 commercial parcels, approximately 2 acres each, proposed fronting on County Road 64. The proposed density of the residential development is 3.12 units per acre. There are 13.51 acres, or 19.91% of the total site, proposed as common area. These common areas consists of buffers to adjacent properties and within the proposed development, stormwater detention areas, and 4.68 acres of recreational area.

The proposed uses and building standards for the commercial property shall be in accordance to the B-2 zoning district of the City of Daphne Zoning Regulations. The residential lots shall have the following standards:

The 52' wide lots are to have building setbacks of 25' on the front and rear, 6' on the sides, and 15' on the street sides. The 70' wide lots are 30' on the front and rear, 10' on the sides, and 15' on the street sides. The maximum building heights for all residential lots are to be as per the City's R-3 zoning district. The maximum building coverage of each residential lot is 38%.

All utilities will be constructed underground and water, sewer, electric, and telephone are all available to the site. The roadways within the development will be a public and sidewalks will be located on both sides of the proposed roadways. All construction will be in accordance to the standards of the City of Daphne.

The stormwater management system will be designed in accordance with the standards of the City of Daphne. All stormwater facilities and structures outside of public right-of-ways will be maintained by the P.O.A. and not the City of Daphne.

General
The PUD ~~Master~~ Plan proposes a mix in residential building types and the commercial element along County Road 64. In the first phase of development, a roadway will be constructed from County Road 64 to Well Road, which will provide for a better disbursement of traffic. The proposed commercial development would be located adjacent to existing commercial properties to the east zoned B-2 in the County and across the street from properties zoned B-3 in the County and B-2 in the City. There is an assortment of zoning districts around this development of RSF-2, RMF-6, and B-2 in the County and R-1, R-4, and B-2 in the City. A 20' buffer has been provided around the perimeter of the development.

EXHIBIT "A"

LEGAL DESCRIPTION FOR LAZZARI PROPERTY

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

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BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2016-59**

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

**Property Located Northeast of Edgewood Drive and County Road 64
James V. Roberts, Conservator of Jeannette D. Lazzari**

WHEREAS, on the 27th day of June, 2016, being the owner of all real property, hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory, and a map of said property showing its relationship to the corporate limits of the City of Daphne, Alabama; and

WHEREAS, after proper publication, a public hearing was held by the City Council on September 19, 2016 concerning the petition for annexation; and

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on July 28, 2016, and the Commission set forth a unanimous favorable recommendation with certain conditions regarding the developer's mitigation of traffic impacts caused by the proposed development, and city staff presenting to the City Council a conclusion of the traffic impact study provided by the developer for review, and consideration of future traffic improvements in this area, for the City Council of the City of Daphne to consider said request for annexation of said property.

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

SECTION ONE: ANNEXATION

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

SECTION TWO: ZONING

At the October 3, 2016 regularly scheduled City Council meeting Ordinance 2016- was adopted pre-zoning the said property as PUD, Planned Unit Development.

SECTION THREE: DESCRIPTION OF TERRITORY

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

Legal Description for Annexation:

BEGINNING AT A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHEAST CORNER OF LOT 1A OF VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2156-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 481.92 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE) AT THE NORTHWEST CORNER OF LOT 1A OF SAID VAN IDERSTINES BUSINESS PARK, UNIT TWO SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 649.47 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF VAN IDERSTINES BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2138-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY 64; THENCE RUN NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST, A DISTANCE OF 700.16 FEET TO A FENCE POST AT THE SOUTHEAST CORNER OF EDGEWOOD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2063-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.12 FEET TO A FENCE POST AT THE NORTHEAST CORNER OF SAID EDGEWOOD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH MARGIN OF SAID EDGEWOOD SUBDIVISION, A DISTANCE OF 126.10 FEET TO A FENCE CORNER; THENCE RUN NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG AND WITH A WIRE FENCE, A DISTANCE OF 508.38 FEET TO A 1/2" CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 663.59 FEET TO A 3/4" OPEN END IRON PIPE AT THE NORTHEAST CORNER OF PECAN TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2178-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 802.68 FEET TO A 1/2" CAPPED REBAR (CA-0565) ON THE SOUTH RIGHT-OF-WAY OF WELL ROAD; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID WELL ROAD, A DISTANCE OF 1305.68 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 1941.21 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 68.87 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama is set forth and described in Exhibit "A" and attached hereto a map of the property (*Exhibit "B"*) showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this ordinance.

SECTION FIVE: PUBLICATION

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

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS THE _____ DAY OF _____, 2016.**

**Dane Haygood,
Mayor**

ATTEST:

**Rebecca A. Hayes,
City Clerk**