

CITY OF DAPHNE
CITY COUNCIL BUSINESS MEETING AGENDA
FEBRUARY 9, 2005

1. **CALL TO ORDER**
2. **ROLL CALL/INVOCATION:**
PLEDGE OF ALLEGIANCE
3. **APPROVE MINUTES:** January 19, 2005

PROCLAMATION: Arbor Day / Marjorie Bellue

PRESENTATION: Norco Howell / AL Silver Hair Legislation

4. **REPORT STANDING COMMITTEES:**
 - A. **FINANCE COMMITTEE** - Scott
 - B. **BUILDINGS AND PROPERTY COMMITTEE**- Lake
 - C. **PLANNING/ZONING/CODE ENFORCEMENT** - Barnette
 - D. **PUBLIC SAFETY/ORDINANCE COMMITTEE**- Burnam
Review minutes meeting held January 11th
 - E. **PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY** - Yelding
Review minutes meeting held January 28th (*Handout*)

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

- A. **Board of Zoning Adjustments** -
- B. **Downtown Redevelopment Authority** - Barnette
Review minutes meeting held December 13th
- C. **Industrial Development Board** - Yelding
Review minutes meeting held November 22nd
Review minutes meeting held January 24th
- D. **Library Board** - Lake
 - a.) Review minutes meeting held January 10th
 - b.) Acknowledge Volunteer of the Year
- E. **Planning Commission** - Barnette
Set Public Hearings for **MARCH 21, 2005** for the following Ordinances which will be amending the Land Use Ordinance:
 - a.) Municipal Information Signs
 - b.) Daphne Zoning Map
 - c.) Olde Towne District Map
 - d.) Village Overlay MapPresentation by HMR: Height Variance / Chunchula Energy Corp.
- F. **Recreation Board** - Burnam
- G. **Utility Board** - Scott
Review minutes meeting held December 15, 2004

6. **REPORTS OF THE OFFICERS:**

- A. **Mayor's Report**
 - a.) *ABC License / Ollie's Barbeque / 020 Restaurant Retail Liquor*
 - b.) *ABC License / Bayside Academy Annual Fund Raiser / 140 Special Events Retail*
 - c.) *Contract for Bond Counsel / Miller, Hamilton*

Mayor's Report Continued

- d.) *Resolution Authorizing the Update of Volunteer Firefighter and Rescue Squad Rosters: Workers Compensation Insurance / **Resolution 2005-12***
- e.) *Natural Resources Conservation Services Grant: Bryant's Gulley / Worchester Drive **Resolution 2005-13***
- f.) *Declaration of Emergency & Appropriation of Funds: May Day Park Concrete Panels / **Ordinance 2005-05***
- g.) *Lease Agreement for Planning Department*

B. City Attorney's Report

C. Department Head Comments

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS, ORDINANCES, ORDERS & OTHER BUSINESS:

RESOLUTIONS:

- a.) **To Honor Specialist Paul J. Bueche. /Resolution No. 2005-07**
- c.) **Annexation / Bellaton Subdivision. /Resolution No. 2005-08**
- d.) **Acceptance of Streets & Drainage / TimberCreek Commercial Subdv. Resubdv. Of Parcel "A" Unit Three. /Resolution No. 2005-09**
- e.) **Acceptance of Streets & Drainage / Brookside Subdv. /Resolution No. 2005-10**
- f.) **Acceptance of Streets & Drainage / Timber Creek Commercial Subdv. Phase Three, Resubdv. of Lot 4 /Resolution No. 2005-11**
- g.) **Authorizing the Update of Volunteer Firefighter and Rescue Squad Rosters: Workers Compensation Insurance /Resolution No. 2005-12**
- h.) **Natural Resources Conservation Services Grant / Bryant's Gulley / Worchester Drive /Resolution No. 2005-13**

ORDINANCES:

2nd READ

- a.) **Control Weeds and Junk Vehicles in Daphne. /Ordinance No. 2005-01**

2nd READ

- b.) **Appropriate Funds: Install Fence and Gates: DMS Athletic Fields City Hall Renovations. /Ordinance No. 2005- 02**
- c.) **Declaring of Emergency & Appropriation of Funds: May Day Park Concrete Panels /Ordinance No. 2005-05**

9. COUNCIL COMMENTS

10. ADJOURN

**CITY OF DAPHNE
CITY COUNCIL MEETING**

ROLL CALL

<u>CITY COUNCIL:</u>			<u>CALL</u>	<u>VOTES</u>
COUNCILMAN YELDING	PRESENT___	ABSENT___	___	___
COUNCILWOMAN BARNETTE	PRESENT___	ABSENT___	___	___
COUNCILMAN LAKE	PRESENT___	ABSENT___	___	___
COUNCILMAN BURNAM	PRESENT___	ABSENT___	___	___
COUNCILMAN SCOTT	PRESENT___	ABSENT___	___	___
COUNCILWOMAN LANDRY	PRESENT___	ABSENT___	___	___
COUNCILMAN PALUMBO	PRESENT___	ABSENT___	___	___
MAYOR SMALL	PRESENT___	ABSENT___	___	___
<u>CITY CLERK:</u>				
DAVID L. COHEN	PRESENT___	ABSENT___		
<u>CITY ATTORNEY:</u>				
CITY ATTORNEY JAY ROSS	PRESENT___	ABSENT___		

MINUTE NOTES:

1. CALL TO ORDER

Council President Burnam called meeting to order at 6:30 P.M.

2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE

COUNCIL MEMBERS PRESENT: Bailey Yelding; Cathy Barnette; John Lake; Greg Burnam; Ron Scott; Regina Landry; August Palumbo;

Also present: Mayor Small; David Cohen, City Clerk, Rebecca Hayes, Executive Secretary to City Clerk; Jay Ross, City Attorney; Tim Fleming; Attorney; Bill Eady, Planning Department Director; Capt. David Wilson, Police Department; Ronnie Phillips, Building Inspection Director; Ken Eslava, Public Works Director; David McKelroy, Recreation Director; Sandra Morse, Civic Center Director; Kim Briley, Finance Director; Mund Hanson, Fire Chief; Michele Hanson, Police Department; Bob Segalla, Utility Board; Al Guarisco Village Point Foundation; Starke Irvine, DRA; Lon Johnston, Utility Board;

ABSENT: Sharon Cureton, Human Resource Director; David Carpenter, Police Chief; Dale Foster, Librarian

3. APPROVE MINUTES OF MEETING HELD: January 3, 2005

<p>MOTION BY Mr. Yelding to adopt the minutes of the January 3, 2005 meeting. <i>Seconded by Mrs. Barnette.</i></p>
--

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

PROCLAMATION: Old Methodist Church Museum

Mayor Small read and presented a proclamation from the city to Mrs. Callaway for her years of dedication to the city and to the museum. He also presented proclamations from the Museum to Mrs. Callaway.

4. REPORTS OF STANDING COMMITTEES:

A. FINANCE COMMITTEE - Scott

Mr. Scott asked Mrs. Landry to do the report as he was not present at the last meeting. The minutes for the January 10th meeting are in the packet. Mrs. Landry reported that the Committee recommended the donation of \$1500 to Daphne High School for the benefit of the Percussion Ensemble to assist with expenses at the World Championship Percussion Competition in Dayton, Ohio April 2005.

MOTION BY Mrs. Landry to approve the donation of \$1500 to Daphne High School for the benefit of the Percussion Ensemble to assist with expenses at the World Championship Percussion Competition in Dayton, Ohio April 2005. *Seconded by Mr. Scott.*

AYE Yelding, Barnette, Lake, Burnam, Scott, Landry

NAY NONE OPPOSED

ABSTAIN Palumbo

MOTION CARRIED

Treasurers report for December.

MOTION BY Mrs. Landry to accept the Treasurers Report for December 2004 with a balance of \$9,233,346.03. *Seconded by Mr. Yelding.*

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

Sales & Use Tax Report.

Mrs. Landry said that they were almost \$150,000 over budget or December.

B. BUILDING/PROPERTY COMMITTEE - Lake

The minutes for the January 7th meeting are in the packet. The Committee will meet regularly on the first Friday of every month at 10:00 am at City Hall.

C. PLANNING/ZONING/CODE ENFORCEMENT - Barnette

No report.

D. PUBLIC SAFETY/ORDINANCE COMMITTEE - Burnam

No report. There are some Ordinances that will be considered later in the meeting.

E. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY - Yelding

No report. Mr. Yelding commended the Beautification ladies for the great job they do for the city, and they are all volunteers. He said the Council never says enough about what they do for the city. He mentioned the Beautification minutes from the December 3, 2004 meeting are in the packet.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments -

There will not be a meeting in January of February.

B. Downtown Redevelopment Authority -

The next meeting will be January 25th 5:15 p.m. at the Library.

C. Industrial Development Board -Yelding

No report.

D. Library Board - Lake

No report.

E. Planning Commission - Barnette

The minutes for the December 16th meeting are in the packet. The Site Review meeting will be January 19th 9:00 a.m. in the Council Chambers. A follow up meeting to the Bayside - Belrose discussion will be January 26th 6:00 PM in the Council Chambers. The next Planing Commission meeting has been changed from the February 24th to Tuesday, February 22 6:00 PM in the Council Chambers.

F. Recreation Board - Burnam

No report.

G. Utility Board - Scott

The Board is preparing a "Grease Ordinance" that will be ready to present to the Council shortly.

6. REPORTS OF THE OFFICERS:

A. Mayor's Report

a.) *Parade Permit / Shadow Barons / Mari Gras / February 5, 2005*

<p>MOTION BY Mr. Lake to approve the Parade Permit for the Shadow Barons to parade on February 5, 2005. Seconded by Mrs. Landry.</p>

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

Mayor Small said they had a meeting with the insurance company and FEMA regarding the Planning Commission Building, and it looks like the city will receive \$153,000 for that building from the insurance company and FEMA. Also, FEMA will pick up the most of the rental cost of the trailers we have for Building Inspection and Fire Inspection, and for a building for the Planning Department. He mentioned that at the work session the Council

discussed going ahead with a new building, starting with the architect process. He asked for a motion to proceed with these plans.

MOTION BY Mr. Yelding to allow the Mayor and the Planning Director to proceed with preliminary steps for constructing a new building. *Seconded by Mr. Lake.*

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

B. City Attorney's Report

Mr. Ross reported on the Breland lawsuit saying it is set for Status Conference Tuesday morning with Judge Floyd. The case is not ready for trial so there is not a trial date as yet. He set 60 to 90 days for discovery to complete discovery. The complainant's lawyer brought all his discovery documents finally on Tuesday morning. They are being copied, and Judge Floyd has not ruled on the City and Olde Towne Daphne West's motion to suspend the case for their failure to respond to discovery prior to the cutoff date set by the court. Mr. Ross responded to the Council's request at the work session regarding whether the City, Class "A" municipality could have Discretionary Funds, saying the answer is affirmative, yes you can have it, it will be up to the Council to set the dollar amount should the Council choose to do so. He has talked with Mrs. Briley and they are working on some procedures in case the Council wants to have Discretionary Funds, then there will be a streamlined method of procedure when Council decides where the money will be spent. The City Attorney may approve the request in order to make sure that it is a legitimate state law request for a public purpose. Mr. Ross reported that Council also requested that he and the Mayor find Bond Counsel in relation to the Malbis project. He and the Mayor met with Miller, Hamilton Law Firm from Mobile yesterday in the Mayor's office. Their rates are from \$195 to \$225 per hour. Mr. Ross handed out a proposal from the Law firm. They are interested and seem to have the expertise needed to do the job. The firm would like to be involved in the negotiations of the agreement and the writing of the bond itself. Mr. Ross said that in order to negotiate, you need to know the law that relates to the subject matter, and this is out of Mr. Ross's jurisdiction. The Council could choose whoever they want to fund the bond, whether it is Gardnyr Michael Capital or whoever.

The Council discussed hiring Bond Counsel, and the Mayor said they will get a contract and bring it back to the Council.

C. Department Heads Comments:

David McKelroy reported that the handicapped van came in, and he wanted to thank Mary Jensen for her work in acquiring the grant that made it possible to get it. He said it is a valuable asset for the seniors.

Captain David Wilson said there are three Mardi Gras parades in the City and told the citizens to come out and have a good time. There will be a lot of police stationed around to keep things safe.

Sandra Morse said they are preparing for 7+ major balls and other parties, and is looking forward to working

with the Police and Fire Departments

David Cohen said the dedication of the Village Point Park and Pavilion will be March 4th at 10:00 a.m.

7. PUBLIC PARTICIPATION:

No one spoke.

8. RESOLUTIONS, ORDINANCES, & OTHER BUSINESS:

RESOLUTIONS:

a.) Prepaid Travel/Rebecca Hayes..... /Resolution No. 2005-04

c.) Bid Award: Janitorial Supplies / Mobile Janitorial &
Paper Company...../Resolution No. 2005-05

d.) Bid Award: Laptop Computers / Gateway Co., Inc. /Resolution No. 2005-06

MOTION BY Mr. Lake to *waive the reading* of Resolution No. 2005-04. *Seconded by Mr. Palumbo.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Lake to *adopt* Resolution No. 2005-04. *Seconded by Mr. Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Lake to *waive the reading* of Resolution No. 2005-05. *Seconded by Mr. Palumbo.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Lake to *adopt* Resolution No. 2005-05. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Lake to *waive the reading* of Resolution No. 2005-06. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Lake to *adopt* Resolution No. 2005-06. *Seconded by Mr. Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES:

- a.) Control Weeds and Junk Vehicles in Daphne. /Ordinance No. 2005-01
- b.) Appropriate Funds: Install Fence and Gates:
DMS Athletic Fields City Hall Renovations. /Ordinance No. 2005- 02
- c.) Amending Ordinance 2003-17 / Mardi Gras Ordinance. /Ordinance No. 2005-03
- d.) Authorizing Overtime Compensation for Salaried Employees
During Declared Emergencies of the City of Daphne. /Ordinance No. 2005-04

ORDINANCES 2005-01 AND 2005-02 WERE MADE 1ST READ

MOTION BY Mr. Lake to suspend the rules to consider Ordinance 2005-03. *Seconded by Mrs. Barnette.*

ROLL CALL VOTE

Yelding	Aye	Scott	Aye
Barnette	Aye	Landry	Aye
Lake	Aye	Palumbo	Aye
Burnam	Aye		

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

MOTION BY Mr. Lake to waive the reading of Ordinance 2005-03. *Seconded by Mrs. Barnette.*

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

MOTION BY Mr. Lake to adopt Ordinance 2005-03. *Seconded by Mr. Yelding.*

AYE Yelding, Barnette, Burnam, Landry, Palumbo NAY Lake, Scott MOTION CARRIED

The Council decided to vote on Ordinance 2005-02.

MOTION BY Mr. Lake to suspend the rules to consider Ordinance 2005-02. *Seconded by Mr. Scott.*

ROLL CALL VOTE

Yelding	Aye	Scott	Aye
Barnette	Nay	Landry	Aye
Lake	Aye	Palumbo	Aye
Burnam	Aye		

AYE Yelding, Lake, Burnam, Scott, Landry, Palumbo NAY - Barnette

MOTION FAILED

MOTION BY Mr. Lake to *suspend the rules* to consider Ordinance 2005-04. *No Second.*

MOTION DIES FOR THE LACK OF A SECOND. ORDINANCE 2005-04 BECOMES A 1ST READ.

9. COUNCIL COMMENTS:

Mr. Burnam restated Mr. Cohen's comments on making Ordinances 1st READ saying, the first time it comes before Council if no action is taken it automatically becomes a 1st READ. If someone makes a motion to suspend the rules and someone votes nay it becomes a 1st READ. Mr. Burnam said a motion needed to be made to change the February 7, 2005 Council meeting to February 9, 2005.

MOTION BY Mrs. Barnette to *suspend the rules* to consider a motion to change the date of the next Council meeting from Monday February 7, 2005 to Wednesday, February 9, 2005. *Seconded by Mr. Lake.*

ROLL CALL VOTE

Yelding	Aye	Scott	Aye
Barnette	Aye	Landry	Aye
Lake	Aye	Palumbo	Aye
Burnam	Aye		

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to change the date of the next Council meeting from Monday February 7, 2005 to Wednesday, February 9, 2005. *Seconded by Mr. Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

The Council Work Session has been changed from Thursday February 17, 2005 to Thursday, February 24, 2005 at the Civic Center.

10. ADJOURN

MOTION BY Mr. Scott to adjourn.

Seconded by Mr. Yelding.

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:45 P.M.

Respectfully submitted by,

David L. Cohen, City Clerk, MMC

Certification of Presiding Officer:

Greg Burnam
Council President

Date & Time Signed: _____

Office of the Mayor
Daphne, Alabama

PROCLAMATION

WHEREAS, in 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, 2005 marks the 133rd anniversary of the holiday and Arbor Day is now observed and celebrated throughout the nation, world, and

WHEREAS, it is desirable to reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the air temperature, clean the air, produce life giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees, which are planted, are a source of joy and spiritual renewal

NOW, THEREFORE, I, Mayor Fred Small, and City Council of the City of Daphne do hereby proclaim February 26, 2005, as

ARBOR DAY

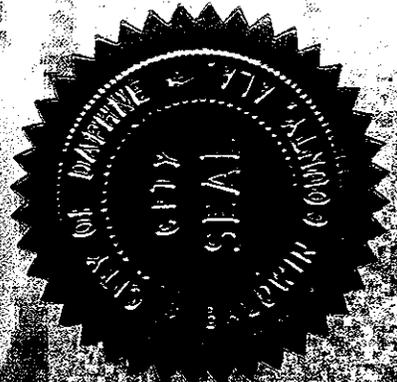
The City of Daphne urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to gladden the hearts and promote the well-being of this and future generations.

Fred Small

Fred Small, Mayor

David H. Cohen

David Cohen, City Clerk



CITY COUNCIL MEETING
STANDING COMMITTEE RECOMMENDATIONS:

FINANCE COMMITTEE REPORT

BUILDINGS & PROPERTY COMMITTEE REPORT

PLANNING/ZONING/CODE ENFORCEMENT COMMITTEE REPORT

PUBLIC SAFETY/ORDINANCE COMMITTEE REPORT

PUBLIC WORKS/BEAUTIFICATION/MUSEUM COMMITTEE REPORT

Councilman Greg Burnam
Councilwoman Regina Landry
Councilman Gus Palumbo
City Attorney Jay Ross
City Attorney Tim Fleming
Michele Whalen, Secretary

PUBLIC SAFETY COMMITTEE MINUTES

*Joseph H. Hall Justice Center
Tuesday, January 11, 2005
6:00 p.m.*

Police Chief David Carpenter
Capt. David Wilson
Capt. Randy Bishop
Capt. Scott Taylor
Fire Chief Mund Hanson
PW Sup. Melvin McCarley

Committee Members Attending:

Chairman Greg Burnam, Councilwoman Regina Landry, Councilman Gus Palumbo, Capt. David Wilson, City Attorney Tim Fleming, Public Works Superintendent Melvin McCarley, Code Enforcement Officer Ed Kirby and Michele Whalen, secretary.

Also Present: Mayor Fred Small

I. CALL TO ORDER

Greg Burnam convened the meeting at 6:10 p.m.

II. PUBLIC PARTICIPATION

- A. New Business
- B. Old Business

III. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from November 16, 2004 Meeting

Motion by Regina Landry to adopt the minutes as presented. *Seconded by Gus Palumbo.* The minutes were adopted without revision. *Motion carried.*

IV. FIRE DEPARTMENT

A. New Business

1. Statistics for November & December 2004

Chief Hanson reviewed the stats for November and December. He stated there was a 27 call increase. Chief Hanson stated he is in process of getting the departments pre-fire plan computerized and requested committee approval to allow him to require that architects and engineers provide the fire department copies of commercial building plans on cd. The Committee was concerned that not all architects and engineers would use the same software that could be accessed by the fire department. Chief Hanson stated he would check with the architects and engineers to see what kind of software if any would be needed. The committee agreed. He further stated that the fire department is full staffed with the hiring of Jay Fassbender and that the new fire truck is in Fairhope being outfitted and should be in service by the first of next week.

B. Old Business

V. POLICE DEPARTMENT

A. New Business

1. Statistics for November & December 2004

Capt. Wilson thanked the council members for adoption of the employee pay adjustment. He stated that police department personnel, especially corrections and communications, were extremely pleased with their increase. He stated that Toby

Pearce, corrections officer, had made police officer and was currently in the academy. Oral interviews are set for Thursday of this week and the department will be hiring 2 more officers as replacements. This will make the department full staffed in patrol. Capt. Wilson reviewed the stats for November and December. He stated it was a busy holiday season, however no violent crimes were committed. Mr. Burnam asked for the yearly report was available. Capt. Wilson stated he will have that in the next packet. Capt. Wilson stated the department is working on crime reports per beat, so that each council member will know what crimes are being committed in their districts.

2. Animal Control Tickets/Court Cost

Capt. Wilson stated that the department wanted to remove the court costs from the first offense with no change to second and third offenses.

3. Annual Dues for Fire Range Use

Capt. Wilson reviewed a letter from the Fraternal Order of Police requiring an annual fee for the use of the Fire Range in Fairhope. He stated til now, the department was allowed to use the facility free of charge. Our department uses the facility for officer qualifying. Daphne PD requires their officers to qualify twice a year, minimum. The annual flat fee for 2005 would be \$1200 and would increase to \$1400 in 2006. Capt. Wilson stated that a request for this additional funding be sent to the finance committee as this fee was unexpected and therefore not budgeted for.

Motion by Regina Landry to favorably recommend to the Finance Committee the appropriation of \$1200 for the FOP fees for 2005. *Seconded by Gus Palumbo.* *Motion carried.*

4. Jail Report

Capt. Wilson reviewed the Jail report.

B. Old Business

VI. CITY ATTORNEYS

A. New Business

B. Old Business

1. State of Emergency (FEMA) pay for Salaried Employees Resolution

Mr. Fleming stated this resolution is ready to present to Council.

2. Weed/Junk Car Ordinance

Mr. Fleming stated this ordinance is ready to present to Council.

Motion by Gus Palumbo to favorably recommend to the Council the adoption of the State of Emergency (FEMA) pay for Salaried Employees Resolution and the Weed/Junk Car Ordinance. *Seconded by Regina Landry.* *Motion carried.*

VII. OTHER BUSINESS

1. North Precinct Building/Jubilee Shopping Center

Mr. Palumbo stated that since the Dillard's building is now fully leased, construction on the precinct can be started and would like the City to begin. Capt. Wilson stated that he has requested that AIG Baker assist the police department in providing some more space than the current plans since more construction and remodeling will be done there anyway with new tenants in the old Dillard's building. Capt. Wilson requested that additional assistance be given to finish out the police portion of the building into a turn key project. Capt. Wilson will continue follow-up.

2. Mardi Gras Q & A

Capt. Wilson reviewed a letter that was sent to the mardi gras organizations last year on how to better improve the safety of paraders and participants. He stated that Daphne will have 3 parades and several mardi gras balls. Mr. Burnam asked if the organizations were still buying barricades for the City. Mr. McCarley stated that the Shadow Baron's and AML have given money to purchase barricades in the past. Mr. Palumbo asked how much cost was involved in working the parades. Capt. Wilson stated Finance provides a cost sheet after the mardi gras season is complete. Chief Hanson stated that there were moon-pies being sold that were not in compliance with the ordinance in that they were not made in the US. Mr. Burnam asked where they were made. He stated Turkey. Mr. Fleming read the label which states "processed in Turkey in compliance with the US Federal Food and Drug Admin." Mr. Fleming further stated that its not illegal for them to be sold, just not to be thrown off a float. Mr. Palumbo suggested sending a letter to all the organizations reminding them of the ordinance. Mayor Small asked why it was in the ordinance to start with. Capt. Wilson stated that it was copied from another ordinance that was being used to create one for Daphne. Capt. Wilson stated the police department is not enforcing this issue unless they are ordered to.

3. Fourth of July Celebration

Mr. Burnam asked who was in charge of the event. Chief Hanson stated he is responsible for the fireworks and all other events were under the direction of Ken Eslava and David McKelroy. Mr. Burnam suggested making it a full family day event with music, entertainment, food, etc. Mrs. Landry stated there are several churches who would like to participate. Mayor Small stated this should be given to David McKelroy to head up the event.

VII. LEGISLATIVE ORDINANCE COMMITTEE

Greg Burnam requested that the Landscape/Tree Protection Ordinance and the Employee Insurability/Productive Work Environment be placed on the City Council Work Session agenda.

IX. ADJOURN

There being no further business to discuss, Chairman Burnam **adjourned** the meeting at 8:00 p.m. The next regular scheduled meeting will be **Tuesday, February 22, 2005 at 6:00 p.m. at the Joseph H. Hall Justice Center.**

Respectfully submitted,

Daphne Public Safety Committee

DAPHNE POLICE DEPARTMENT CONDENSED ACTIVITY REPORT		Month of: DECEMBER 2004	
Patrol Division: <i>(Chief. Carpenter)</i>	# Complaints 965 # Misdemeanor Arrests 63 # Felony Arrests 6 # Citations 215 # Alias Warrants 22	# Close Patrols 121 # Warnings 177 # Motorist Assists 78 # Roadway Accidents 81 # Private Property Accidents 18	# DUI's 5
Detective Division: <i>(Lt. Taylor)</i> <i>(Capt. Wilson)</i>	# New Cases Received 45 # Previous Unsolved Cases Carried Over 123 Highest Caseload 168 # Cases Solved 8 Resulting in Total Arrests 7 Felonies 1 Misdemeanors 6	WARRANTS: Bettner Served 21 Officer Served 28 Recalls (Pd Fines) 12 Total Warrants Served 61 CODE ENFORCEMENT: Warnings 17 Citations 2 Warning Compliance 22 Follow-up 18	DARE: # Hours Report Writing 10 # Students Instructed SRO 105 # Students Instructed DARE 325 # Police Reports by SRO's 5 # Arrests by SRO's 4
Support Services Division: <i>(Capt. Bishop)</i>	DISPATCH: Total Calls Dispatched 408 Incoming/Outgoing Telephone Calls # Telephone Calls Received Dispatch	JAIL: Total Arrestees Received & Processed 176 Arrestees by Agency: Daphne PD 111 BCSO 9 Loxley PD 22 Silverhill P.D. 7 Spanish Fort PD 15 Trooper 3 INS 4 Other Agencies 5	YTD Highest # 31 Lowest # 12 Meals Served 1511 Medical Costs 1,451.01 Worker Inmate Hours 536
			YTD N/A N/A 5327 4,247.84 1,392
Animal Control: <i>(Capt. Wilson)</i>	# Complaints 52 # Follow-Ups 128 # Citations 5 # Warnings 11	# Felines Captured 5 # Canines Captured 15 # Other Captured 4	# Returned to Owner 22 # Adopted Out 26 # Euthanized 8
Drug Report from Routine Patrol & Special Operations: <i>(Lt. Taylor)</i> <i>(Capt. Wilson)</i>	# Misdemeanor Marijuana Arrests 4 # Felony Marijuana Dealer Arrests 0 # Controlled Substance Arrests 0	# Drug Paraphernalia Arrests 1 # Vehicles Searched 1 # Houses Searched 0	Drugs Seized marijuana Money Seized 0 Vehicles Seized 0
Crimes Reported This Month:	Arson 0 Burglary - Residence 4 Burglary - Business 4 Burglary - Vehicle 5 Criminal Mischief 13 Domestic Disturbances 16 Disorderly Conduct 4 Felony Theft 18 Misdemeanor Theft 27 Felony Assault 0 Misdemeanor Assault 0	False Info to Law Enforcement 2 Harassment 10 Indecent Exposure 0 Kidnapping 0 Murder 0 Menacing 0 Public Intoxication 2 Public Lewdness 1 Receiving Stolen Property 0 Robbery 2 Reckless Endangerment 0	Rape 0 Resisting Arrest 1 Suicide 0 Attempted Suicide 2 Other Death Investigations 3 Sex Offender Notifications 0 Theft of Services 0 Unauthorized Use of Services 1 White Collar Crimes 6 Weapon Offenses 0
Report Approved: _____	David Carpenter, Chief of Police		

Report Period: December, 2004

	Current:	FY to Date:
Suppression:		
1-Fire/Explosion:		
10-Fire, Other	-	-
11-Structure Fire/Commercial	-	1
11-Structure Fires/Residential	4	6
12-Fire in Mobile Property used as fixed structure	-	-
13-Mobile Property (vehicle) Fire	3	11
14-Natural Vegetation Fire	2	3
15-Outside Rubbish Fire	1	2
16-Special Outside Fire	-	-
17-Cultivated Vegetable Crop Fire	-	-
2-Overpressure Rupture:	-	2
3-Rescue Call and Emergency Medical Service Incidents:	98	283
4-Hazardous Conditions (No fire):	8	15
5-Service Call:	10	47
6-Good Intent Call:	14	35
7-False Alarm & False Call:	13	25
8-Severe Weather & Natural Disaster:	-	-
9-Other Situation:	2	5
Total Emergency Calls:	132	376
Monthly Total Calls:	155	438
Response Time:		
Highest:	15	15
Lowest:	1	1
Average (Minutes/Seconds) :	4/31	4/40
Miscellaneous Reports:		
Training Hours	381.32	691.32
Property Loss - \$	32,500	63,000
Fire Personnel Injuries by Fire/Civilian Injuries by Fire	-/-	-/-
Child Passenger Safety Seat Inspections/Installations	16	31
Fire Prevention Awareness/Education:		
Classes	1	60
Persons Attending	12	2,051
Bureau of Fire Prevention:		
Plan Reviews	7	19
Final/Certificate of Occupancy	-	-
General/Annual Inspections	249	510
Business Licenses	3	8
Consultations	-	-
All Other/Misc. Activities	-	3
Total Activities:	259	540

Authorized by:

A. Mund Hanson



BALDWIN COUNTY LODGE NO. 43
P.O. BOX 691 * FAIRHOPE, ALABAMA 36533
(251) 928-0996

To All Active/Associate Members and Law Enforcement Agencies:

Since 1983 the Fairhope Lodge 43 of the Fraternal Order of Police has provided a shooting and training area at the end of Manley Road in Fairhope. Since that time, the facilities have been utilized by every federal law enforcement agency and local agencies in Mobile and Baldwin counties. Unfortunately, not all of the users have shouldered their fair share of the burden of expenses incurred in the operation of the range. Since the tragedy of 9/11, utilization of the facility has risen dramatically, as has the cost of maintaining a safe, secure and private area.

Therefore, the Board of Directors of Lodge 43 has determined that the agencies which now use the range cost free must begin to share the burden. This can be accomplished in two (2) ways:

1. Beginning January 1, 2005, annual membership dues will increase to \$35 per year. The membership year for active members begins on January 1, and associate members on May 1.
2. For those organizations which do not pay a fee now, two options are offered:
 - a) The organization can pay a \$35 annual membership fee for every officer/agent on the roster; OR,
 - b) The organization can pay a flat annual fee--that fee would be negotiated with the Board of Directors of Lodge 43 based upon the number of personnel and frequency of use.

****PLEASE NOTE:** Option "b" will NOT allow individual officers/agents to use the range during non-qualification times. Remember, non-training times are ONLY for current (paid up) F.O.P. members.

These changes/requirements will become effective on January 1, 2005. If your group/organization does not currently pay dues, please make financial arrangements by January 1, or the secretary will NOT accept a request for reservation of the range for training purposes.

With the projected increase of funds, the Board of Directors is looking forward to modernizing and upgrading the facilities in order to provide the safest, cleanest, friendliest, and most comfortable facility in the area.

The Board of Directors of Lodge 43 is grateful for your past cooperation and assistance. We look forward to a successful and productive association in the future, servicing the area's highly trained and most efficient law enforcement officers/agents in this area's history. The citizens of Mobile and Baldwin Counties deserve the best. We look forward to assisting you in your efforts to provide the BEST.

Sincerely,

James Kinard

James Kinard
President, Lodge 43

Rec'd Approx.
12/20/09?
RTB

CITY COUNCIL MEETING
REPORTS OF SPECIAL COMMITTEES

NOTES :

BOARD OF ZONING ADJUSTMENTS REPORT:

DOWNTOWN REDEVELOPMENT AUTHORITY REPORT:

INDUSTRIAL DEVELOPMENT BOARD:

LIBRARY BOARD:

PLANNING COMMISSION REPORT:

RECREATION BOARD REPORT:

UTILITY BOARD REPORT:

**DOWNTOWN REDEVELOPMENT AUTHORITY
DAPHNE, ALABAMA
DECEMBER 13, 2004
5:15 PM**

1. CALL TO ORDER

Starke called the meeting to order at 5:30 p.m.

MEMBERS PRESENT: Starke Irvine; Glenn Glass; Kit Smith,, Jackie Ward; Chris Donald arrived at 6:40 pm.

ABSENT: Ceann Wachter; Tracey Woodham; Todd Chambliss.

BOARD MEMBERS PRESENT:. Andy Citrin; Mayor Small; Cathy Barnette.

ABSENT: Jeff Hudson

Also Present: Rebecca Hayes, Secretary, Ken Eslava, Public Works Director; Lynn Saye, Patsy Miller, Tracy Roberts, School Board.

There was not a quorum present for the meeting.

Starke discussed the Overlay District in the Olde Towne District as being from school to school. Discussed the concept of what the city should look like.

Ms. Roberts addressed the question of the middle school saying she could not say what was going to happen, there will not be an option until the plan comes back, and it should come back in January. The Mayor said he will all Denise Schmidt.

NOTE: Chris Donald arrived at 6:40 pm.

A quorum was now present at 6:40 pm.

Approval of minutes from the November 9, 2004 meeting:

MOTION BY Jackie to adopt the minutes meeting held November 9, 2004. <i>Seconded by Glenn.</i>

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

Starke discussed plans to develop Bayfront Drive saying he will be presenting drawings to the city. He also said he talked with Lance LaCour with the Baldwin County Economic Development Alliance on how to finance putting the utilities underground. Starke will be meeting will Lance, Mayor Small, and Ken Eslava to discuss this further.

Ken said the tentative time frame to start the fountain would be after Mardi Gras. He still has to get some information from the pump company. He said it would take a couple of months to complete. Maria Bueche is doing the landscape.

**DOWNTOWN REDEVELOPMENT AUTHORITY
DAPHNE, ALABAMA
DECEMBER 13, 2004
5:15 PM**

5. ADJOURN

The meeting adjourned at 6:00 p.m.

Respectfully submitted by:

Rebecca A. Hayes, Recording Secretary

APPROVED:

Starke Irvine, Chairman

**November 22, 2004
CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING 6:00 P.M.**

1. CALL TO ORDER/ROLL CALL.

Members present - Jack Ehlenberg, John Coulter, Toni Fassbender, Yancey Baldwin, and Pokey Miller

Also present - David Cohen, Mayor Fred Small, Bailey Yelding, and Lance LaCour

2. OLD BUSINESS

a. Approval of October 25, 2004 Minutes

Motion by Mrs Fassbender Seconded by Mr. Coulter To approve the minutes

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

3. TREASURERS REPORT

Mr. Coulter gave the report stating that the board had \$25,000 CD and a checking account balance of \$4774.74.

Motion by Mr. Baldwin Seconded by Mrs. Fassbender To approve the treasurers report.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

4. DAPHNE COMMERCE AND TECHNOLOGY CENTER

The IDB discussed the need for soil boring needed in the park. Mr. LaCour suggested that we discuss this with Scott Hutchinson and Sonny Nichols. Utilities for the park were also discussed.

Motion by Mr. Coulter Seconded by Mrs Fassbender To seek request for proposals subject for to Scott Hutchinson and Sonny Nichols approval for utilities in the park.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

5. OTHER BUSINESS

6. ADJOURN

A discussion on the need for a December 27 was discussed and if needed would be called.

Motion by Mrs. Fassbender Seconded by Mr. Baldwin To adjourn.

ALL IN FAVOR

NONE OPPOSED

MOTION CARRIED

**THERE BEING NO FURTHER BUSINESS TO DISCUSS THE MEETING
ADJOURNED AT 6:50 P.M.**

Respectfully Submitted,

David L. Cohen, Secretary

Approved:

Jack Ehlenberg, Chairman

**January 24, 2005
CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING 6:00 P.M.**

1. CALL TO ORDER/ROLL CALL.

Members present - Toni Fassbender, Susie Davis, John Coulter and Yancey Baldwin

Also present - Mayor Fred Small, David Cohen, and Lance LaCour

2. OLD BUSINESS

a. Approval of November 22, 2004 Minutes

Motion by Mr. Coulter Seconded by Mr. Baldwin to approve the minutes.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

3. TREASURERS REPORT

John Coulter gave the treasurers report with a balance of \$33,260.

Motion by Ms. Davis Seconded by Mr. Baldwin to approve the treasurers report.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

Mayor Small discussed the possibility of raising lodging tax by 2% and then using some of the additional revenue to build a spec building in the industrial park.

Motion by Mr. Coulter Seconded by Mr. Baldwin to recommend to the city council the need for additional funds for the industrial development board by way of raising lodging taxes.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

4. DAPHNE COMMERCE AND TECHNOLOGY CENTER

Mr. LaCour reported that 2 potential new projects could possibly go into DCTC. He also stated that the first phase of the DCTC would be \$577,000.

5. OTHER BUSINESS

6. ADJOURN

Motion by Ms Davis Seconded by Mr. Baldwin to adjourn.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

**THERE BEING NO FURTHER BUSINESS TO DISCUSS THE MEETING
ADJOURNED AT 7:00 P.M.**

Respectfully Submitted,

David L. Cohen, Secretary

Approved:

Jack Ehlenberg, Chairman

**Daphne Library Board
January 10, 2005
Meeting Minutes**

In Attendance:

Library Director Dale Foster, Board members Glenn Swaney, Chairman, Gayle Robinson, Cassandra Day, Ernie Seckinger, Anita Rigas, and Council Representatives John Lake and Gus Palumbo.

Call to Order:

After a quorum was established, Glenn Swaney called the meeting to order at 4:30 pm.

Reading and Approval of Minutes:

The minutes from the December 13, 2004 meeting were reviewed and approved.

Monthly Report:

The Report for December was presented by the Director and approved by the Board. The numbers are steady from this time last year. December is historically the slowest month of the year. Still, over 11,000 people visited the Library and 997 patrons used the computers in December. Circulation per patron figures for FY2004 averaged 1.2 books per person, which is in the same range as the last several years. Mr. Palumbo reported commenting on the high Library usage numbers at the last Council meeting.

Welcome to new Library Board Member- Ms Cassandra Day:

Cassandra Day was welcomed as the newest Board Member, finishing the term of Julie Marshall, who resigned because of family concerns. Ms. Day's term will be up for renewal on September 30, 2005.

Update on New Public Access Computer Network:

Mr. Foster reported completing Phase 1 of this project. The new server, six new Gateway PCs, and new infrastructure were installed over the weekend. Mr. Foster reported that Charlie Wilson, Glenn Swaney, and Don Parman, volunteered over 60 man hours over the weekend to get the system up and running. The SAM software will be installed in February, with a wireless network to follow. Mr. Palumbo commented that the City is working on a network to connect all City Departments.

Report on Library Building Expansion:

Mr. Swaney presented information on the formation of a Steering Committee to oversee the planning and construction of our much needed Library addition. An autonomous committee comprised of five to seven people, representing the Library Board, the Friends of the Daphne Library, and additional community leaders, would conduct a feasibility study, set financial goals, generate a mission statement, and other necessary tasks. The City Council will be asked to identify ways to provide a portion of the total cost. Mr. Lake informed the Board that several Council members will be going to Washington soon and offered to take letters from the Board and the Friends asking for funding from Senators Richard Shelby and Jeff Sessions, as well as Representative Joe Bonner. Once the Steering Committee completes the preliminary studies, a public kickoff would be held to launch the project. Mr. Swaney asked that Board members present nominations for the Steering Committee at the February Board meeting.

Update on Personnel Reclassification Plan:

The Director reported that the City Council passed the basic plan and a step reclassification. The salaries of many of the Library staff will be brought up to a more appropriate level.

Library Volunteer of the Year - Linda Roberts:

Since 2001, Linda Roberts has volunteered many hours to the Library, including writing grants for the Friends to help fund Children's programs. The Library Board would like to have her presented to the Council at the next meeting.

New Business:

The time of the Library Board meetings was discussed. A motion by Anita Rigas that the time be changed to 4:30 pm was seconded by Gayle Robinson and passed unanimously.

Upcoming Library Events:

January 10, 5:30 pm: Friends of the Library Annual Meeting.

January 10, 6:30 pm: Eleanor Kulin, Marketing and Education Manager of the Exploreum, will speak on the upcoming Dead Sea Scrolls Exhibit.

Jubilee Mornings: 10:00 am on February 2 - Linda Busby, author of *Seven Laurels*

Submitted by Anita Rigas

PLANNING COMMISSION

SET PUBLIC HEARING FOR:

MARCH 21, 2005

- 1.) Amendment to the Land Use Ordinance / Municipal Information & Directional Signs
- 2.) City of Daphne Zoning Map
- 3.) Olde Towne District Map
- 4.) Village Overlay Map

To: ~~Office of the City Clerk~~
From: William H. Eady, Sr.,
Director of Community
Development
Subject: Proposed Amendment to the City
of Daphne Land Use and
Development Ordinance -
Municipal Information Signs

MEMORANDUM

Date: January 28, 2005

At the regular meeting of the City of Daphne Planning Commission, January 27, 2005, nine members were present and the vote was unanimous for the affirmative recommendation of the above-mentioned amendment (proposed ordinance).

Upon receipt of said documentation, please set the public hearing, advertise, and place on the appropriate agenda for action by the City Council.

If you should have any questions, please do not hesitate to contact the undersigned.

Thank you,

WHE/jd

cc: Mayor Small
file

Supporting documentation to follow via email from Jay Ross,
City Attorney.

CITY OF DAPHNE
ORDINANCE NO.: 2005-_____

=====

**AN ORDINANCE TO AMEND THE LAND USE AND
DEVELOPMENT ORDINANCE FOR
INFORMATION AND DIRECTIONAL SIGN PROVISION**

=====

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE AS
FOLLOWS:**

SECTION 1: AMENDMENTS

1. **THAT** the provisions of **ORDINANCE 2002-22, ARTICLE XXXIII, SECTION 33.9** be and are hereby deleted and replaced as follows:

MUNICIPAL IDENTIFICATION OR DIRECTIONAL SIGNAGE

- (a) That in any business park, office park, commercial park and or municipal facility(es) (as distinguished from retail shopping centers for which such shall be specifically prohibited), information/ directional signs may be permitted subject to the following:
 - (i).That information/directional signs shall be permitted at locations as more specifically referenced herein, subject to prior licensing approval by the Code Enforcement Officer;
 - (ii). That information/directional signs may be placed at the, or a primary entrance to such business park, office park, commercial park and/or municipal facilities;
 - (iii) That information/directional signs may be placed on public right-of-ways, public places and/or private property which private property may be common area servicing the business park, office park or commercial park located within the park;

- (iv) That each information/directional sign may be single or double faced, but shall not exceed fifteen (15) feet in total height from ground level, and shall include the City's identification logo with color to match the existing logo at the top of the sign. Such information/directional sign shall not have a total area in excess of fifty (50) square feet, excluding the City logo and shall not contain more than twelve (12), 8 inch panels, with each panel to be six (6) feet long. Each individual directional sign panel shall not include the City's identification logo. Each information directional sign shall be appropriately landscaped with circumference of not less than three (3) feet around the base of the sign with bedding and appropriate seasonal planting.
- (v) That each individual information/directional sign panels shall list only those users located within such business park, office park, commercial park and/or municipal facility and shall be designed to provide directional assistance to travelers or otherwise only to identify users located within such business park, office park and/or commercial park.
- (vi) That the City shall have final approval for the location, material, content, color and design of the signs and individual panels, whether the information/directional sign is located on public or private property.
- (vii) That when the informational/direction sign is to be located on public property, the City shall be responsible for the erection, operation, content and maintenance of each sign. The City may impose fees and enter into such written agreements for one (1) year intervals with interested businesses for the construction, installation and maintenance of such information/directional sign regardless.
- (viii) That when the informational/direction sign is to be located on private property, all costs for the construction, installation, design and maintenance shall be incurred by the applicant.

- (ix) That information/directional signs shall not be considered a sign of any user, including users who own the land upon which the information/directional sign is located for purposes of determining the maximum number of signs, as otherwise permitted under Section 33-11 et. seq. of this Ordinance.
- (x) That such information/directional signs shall not be located in such a manner as to materially impede the view of any street or highway intersection, nor shall such sign be located so as to prevent free ingress or egress from any door or window for fire escape route.

SECTION 2: ISSUANCE OF PERMITS AND APPROVAL

- (a). That the City Clerk's Office and/or Code Enforcement Officer shall establish suitable forms and documentation to authenticate the issuance of such permit as approved by the City Council from time to time. Such permit for the placement of such sign shall be for a one (1) year interval subject to renewal annually of the initial issuance with the permitting to be re-approved by the City Council. The City Council may deny the re-issuance of the information/directional sign permit should the sign and surrounding landscaping not be maintained in a satisfactory fashion during the preceding year.
- (b). That should a private owner of such sign allow the sign or landscaping to become in disrepair or to otherwise be unkept, the Code Enforcement Officer shall provide the permitted owner thirty (30) calendar days written notice to correct the deficiency to the satisfaction of the Code Enforcement Officer. Should the permitted owner not complete the remedial work within thirty (30) calendar day, the City may upon thirty (30) day notice thereafter revoke the permit for the sign of the permitted owner and order the removal of the sign. Should the owner fail and/or refuse to remove the sign after the thirty (30) day time period, the City may enter upon the real property for the limited purposes to

effectuate the removal of the sign, and the cost incurred by the City for the removal shall be taxed against applicant.

SECTION 3: SIGN CONSTRUCTION

All signage utilized in accord with the provisions of this Ordinance, shall be constructed in accordance with the following.

- (a). That all upright poles shall be 8" x 8" treated wood, embedded in the ground a minimum of four (4') feet, surrounded by a minimum circumference of six (6") inches of 3,000 psi concrete.
- (b). That all 2" x 12" wooded cross supports shall be pinned together and routed into the 8" x 8" wooden posts, then lag bolted into each post from the outside.
- (c). That the City logo panel shall be constructed of sand blasted sign foam and painted pursuant to the standard color scheme of the logo.
- (d). That all wooden poles and cross supports shall be painted black in color.
- (e). That each individual sign panels shall be white plastic with appropriate colored lettering selected by the user.

SECTION 4: REPEALER

That any Ordinance(s) or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed. All other portions of Ordinance 2002-22 not expressly referred to herein shall remain the same.

SECTION 5: SEVERABILITY

That 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 the Ordinance, it being the legislative

intent to ordain and enact each provision, section, paragraph, sentence or part thereof separately and independently of each other.

SECTION 6: EFFECTIVE DATE

That this Ordinance shall become effective after the date of its approval and adoption by the City Council of the City of Daphne and publication as required by law.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this the _____ day of _____, 2005.

**THE CITY OF DAPHNE
AN ALABAMA MUNICIPAL
CORPORATION**

**GREG BURNAM
COUNCIL PRESIDENT**
Date & Time Signed: _____

**FRED SMALL
MAYOR**
Date & Time Signed: _____

ATTEST:

**DAVID COHEN
CITY CLERK, MMC**

PLEASE Publish in the Bulletin Legal Section on Saturday,
February 12, 2005

FIRST NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on March 21, 2005 at 6:00 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance amending the Land Use Ordinance as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, CMC

PROPOSED ORDINANCE:

CITY OF DAPHNE
ORDINANCE NO.: 2005-_____

=====
**AN ORDINANCE TO AMEND THE LAND USE AND
DEVELOPMENT ORDINANCE FOR
INFORMATION AND DIRECTIONAL SIGN PROVISION**
=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE AS
FOLLOWS:

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- (vii) That when the informational/direction sign is to be located on public property, the City shall be responsible for the erection, operation, content and maintenance of each sign. The City may impose fees and enter into such written agreements for one (1) year intervals with interested businesses for the construction, installation and maintenance of such information/directional sign regardless.
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APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this the _____ day of _____, 2005.

**THE CITY OF DAPHNE
AN ALABAMA MUNICIPAL CORPORATION**

**GREG BURNAM
COUNCIL PRESIDENT**

Date & Time Signed: _____

FRED SMALL
MAYOR

Date & Time Signed: _____

ATTEST:

DAVID COHEN
CITY CLERK, MMC

SECOND NOTICE OF PUBLIC HEARING

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David L. Cohen, City Clerk, CMC

PROPOSED ORDINANCE:

**CITY OF DAPHNE
ORDINANCE NO.: 2005-_____**

=====
**AN ORDINANCE TO AMEND THE LAND USE AND
DEVELOPMENT ORDINANCE FOR
INFORMATION AND DIRECTIONAL SIGN PROVISION**
=====

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE AS
FOLLOWS:**

SECTION 1: AMENDMENTS

1. THAT the provisions of **ORDINANCE 2002-22, ARTICLE XXXIII, SECTION 33.9** be and are hereby deleted and replaced as follows:

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- (vi) That the City shall have final approval for the location, material, content, color and design of the signs and individual panels, whether the information/directional sign is located on public or private property.
- (vii) That when the informational/direction sign is to be located on public property, the City shall be responsible for the erection, operation, content and maintenance of each sign. The City may impose fees and enter into such written agreements for one (1) year intervals with interested businesses for the construction, installation and maintenance of such information/directional sign regardless.
- (viii) That when the informational/direction sign is to be located on private property, all costs for the construction, installation, design and maintenance shall be incurred by the applicant.
- (ix) That information/directional signs shall not be considered a sign of any user, including users who own the land upon which the information/directional sign is located for purposes of determining the maximum number of signs, as otherwise permitted under Section 33-11 et. seq. of this Ordinance.
- (x) That such information/directional signs shall not be located in

such a manner as to materially impede the view of any street or highway intersection, nor shall such sign be located so as to prevent free ingress or egress from any door or window for fire escape route.

SECTION 2: ISSUANCE OF PERMITS AND APPROVAL

- (a). That the City Clerk's Office and/or Code Enforcement Officer shall establish suitable forms and documentation to authenticate the issuance of such permit as approved by the City Council from time to time. Such permit for the placement of such sign shall be for a one (1) year interval subject to renewal annually of the initial issuance with the permitting to be re-approved by the City Council. The City Council may deny the re-issuance of the information/directional sign permit should the sign and surrounding landscaping not be maintained in a satisfactory fashion during the preceding year.
- (b). That should a private owner of such sign allow the sign or landscaping to become in disrepair or to otherwise be unkept, the Code Enforcement Officer shall provide the permitted owner thirty (30) calendar days written notice to correct the deficiency to the satisfaction of the Code Enforcement Officer. Should the permitted owner not complete the remedial work within thirty (30) calendar day, the City may upon thirty (30) day notice thereafter revoke the permit for the sign of the permitted owner and order the removal of the sign. Should the owner fail and/or refuse to remove the sign after the thirty (30) day time period, the City may enter upon the real property for the limited purposes to

effectuate the removal of the sign, and the cost incurred by the City for the removal shall be taxed against applicant.

SECTION 3: SIGN CONSTRUCTION

All signage utilized in accord with the provisions of this Ordinance, shall be constructed in accordance with the following.

- (a). That all upright poles shall be 8" x 8" treated wood, embedded in the ground a minimum of four (4') feet, surrounded by a minimum circumference of six (6") inches of 3,000 psi concrete.
- (b). That all 2" x 12" wooded cross supports shall be pinned together and routed into the 8" x 8" wooden posts, then lag bolted into each post from the outside.
- (c). That the City logo panel shall be constructed of sand blasted sign foam and painted pursuant to the standard color scheme

of the logo.

- (d). That all wooden poles and cross supports shall be painted black in color.
- (e). That each individual sign panels shall be white plastic with appropriate colored lettering selected by the user.

SECTION 4: REPEALER

That any Ordinance(s) or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed. All other portions of Ordinance 2002-22 not expressly referred to herein shall remain the same.

SECTION 5: SEVERABILITY

That 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 the Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence or part thereof separately and independently of each other.

SECTION 6: EFFECTIVE DATE

That this Ordinance shall become effective after the date of its approval and adoption by the City Council of the City of Daphne and publication as required by law.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this the _____ day of _____, 2005.

**THE CITY OF DAPHNE
AN ALABAMA MUNICIPAL CORPORATION**

GREG BURNAM
COUNCIL PRESIDENT
Date & Time Signed: _____

FRED SMALL
MAYOR
Date & Time Signed: _____

ATTEST:

DAVID COHEN
CITY CLERK, MMC

To: Office of the City Clerk
From: William H. Eady, Sr.,
Director of Community
Development
Subject: City of Daphne Zoning Map,
Olde Towne District Map, and
Village Overlay Map
Date: January 28, 2005

MEMORANDUM

At the regular meeting of the City of Daphne Planning Commission, January 27, 2005, eight members were present and the vote was unanimous for the affirmative recommendation of the above-mentioned documents (maps).

Upon receipt of said documentation, please set the public hearing, advertise, and place on the appropriate agenda for action by the City Council.

Attached please find two (2) copies of the appropriate documents to place on display at City Hall and the Public Library.

If you should have any questions, please do not hesitate to contact the undersigned.

Thank you,

WHE/jd

cc: Mayor Small
file

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

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

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended certain amendments to the Zoning District Map approved and adopted by Ordinance No. 2002-22 referenced in Appendix H "Exhibit A" of the Daphne Land Use & Development Ordinance and amended by Ordinance No. 2003-06; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests, which have been approved since the adoption of Ordinance No. 2002-22 and amended by Ordinance No. 2003-06; and

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

WHEREAS, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council March 21, 2005; and

WHEREAS, the Mayor and City Council of the City of Daphne after due consideration believe the amendments to said Zoning District Map as requested by the Planning Commission are proper and in the best interest of the City.

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

SECTION I. ZONING DISTRICT MAP

The Zoning District Map referenced hereto as "Exhibit A" shall be the official zoning map of the City of Daphne, Alabama.

SECTION II. AMENDMENT

Ordinance 2002-22 and 2003-06 are hereby amended to the extent that the adopted Zoning District Map referenced in Appendix H of "Exhibit A" and the revision to said map adopted on September 3, 2002 by Ordinance Number 2002-22, conflicts with the Revised Zoning District Map referenced as "Exhibit A."

SECTION III. REPEALER

Any Ordinance(s) or parts of Ordinance(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION IV. EFFECTIVE DATE

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF DAPHNE,
ALABAMA, ON THE _____ DAY OF _____, 2005.**

CITY OF DAPHNE

Greg Burnam
Council President
Date & Time
Signed: _____

Fred Small
Mayor
Date & Time Signed:

ATTEST:

David Cohen
City Clerk, MMC

PLEASE Publish in the Bulletin Legal Section on Saturday,
February 12, 2005

FIRST NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on March 21, 2005 at 6:00 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance amending the Land Use Ordinance as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, CMC

PROPOSED ORDINANCE:

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

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

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended certain amendments to the Zoning District Map approved and adopted by Ordinance No. 2002-22 referenced in Appendix H "Exhibit A" of the Daphne Land Use & Development Ordinance and amended by Ordinance No. 2003-06; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests, which have been approved since the adoption of Ordinance No. 2002-22 and amended by Ordinance No. 2003-06; and

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

WHEREAS, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council March 21, 2005; and

WHEREAS, the Mayor and City Council of the City of Daphne after due consideration believe the amendments to said Zoning District Map as requested by the Planning Commission are proper and in the best interest of the City.

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

SECTION I. ZONING DISTRICT MAP

The Zoning District Map referenced hereto as "Exhibit A" shall be the official zoning map of the City of Daphne, Alabama.

SECTION II. AMENDMENT

Ordinance 2002-22 and 2003-06 are hereby amended to the extent that the adopted Zoning District Map referenced in Appendix H of "Exhibit A" and the revision to said map adopted on September 3, 2002 by Ordinance Number 2002-22, conflicts with the Revised Zoning District Map referenced as "Exhibit A."

SECTION III. REPEALER

Any Ordinance(s) or parts of Ordinance(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION IV. EFFECTIVE DATE

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF DAPHNE, ALABAMA, ON THE _____ DAY OF _____, 2005.

CITY OF DAPHNE

Greg Burnam

Council President

Date & Time Signed: _____

—

Fred Small

Mayor

Date & Time Signed:

ATTEST:

David Cohen

City Clerk, MMC

SECOND NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on March 21, 2005 at 6:00 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance amending the Land Use Ordinance. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, CMC

PROPOSED ORDINANCE:

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

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

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended certain amendments to the Zoning District Map approved and adopted by Ordinance No. 2002-22 referenced in Appendix H "Exhibit A" of the Daphne Land Use & Development Ordinance and amended by Ordinance No. 2003-06; and

WHEREAS, said amendments are necessary due to various rezoning and annexation requests, which have been approved since the adoption of Ordinance No. 2002-22 and amended by Ordinance No. 2003-06; and

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

WHEREAS, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council March 21, 2005; and

/END OF SYNOPSIS

To: Office of the City Clerk
From: William H. Eady, Sr.,
Director of Community
Development
Subject: City of Daphne Zoning Map,
Olde Towne District Map, and
Village Overlay Map
Date: January 28, 2005

MEMORANDUM

At the regular meeting of the City of Daphne Planning Commission, January 27, 2005, eight members were present and the vote was unanimous for the affirmative recommendation of the above-mentioned documents (maps).

Upon receipt of said documentation, please set the public hearing, advertise, and place on the appropriate agenda for action by the City Council.

Attached please find two (2) copies of the appropriate documents to place on display at City Hall and the Public Library.

If you should have any questions, please do not hesitate to contact the undersigned.

Thank you,

WHE/jd

cc: Mayor Small
file

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

**Olde Towne District Map
Revision to Appendix I of the City of Daphne
Land Use and Development Ordinance**

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended certain amendments to the Olde Towne District Map approved and adopted by Ordinance No 2003-05 referenced in Appendix I "Exhibit B" of the Daphne Land Use & Development; and

WHEREAS, said amendments are necessary due to various rezoning requests, which have been approved since the adoption of Ordinance No. 2002-22 and Ordinance No. 2003-05; and

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

WHEREAS, a public hearing regarding the proposed Olde Towne District Map amendments was held by the City Council March 21, 2005; and

WHEREAS, the Mayor and City Council of the City of Daphne after due consideration believe the amendments to said Olde Towne District Map as requested by the Planning Commission are proper and in the best interest of the City.

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

SECTION I. OLDE TOWNE DAPHNE DISTRICT MAP

The Olde Towne District Map referenced hereto as "Exhibit B" shall be the official zoning map for the Olde Towne District of the City of Daphne, Alabama.

SECTION II. AMENDMENT

Ordinance 2002-22 and 2003-05 are hereby amended to the extent that the adopted Olde Towne District Map referenced in Appendix I of "Exhibit B" and the revision to said map adopted on February 17, 2003 by Ordinance Number 2003-05, conflicts with the Revised Olde Towne District Map referenced as Exhibit B.

SECTION III. REPEALER

Any Ordinance(s) or parts of Ordinance(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION IV. EFFECTIVE DATE

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF DAPHNE, ALABAMA,
ON THE _____ DAY OF _____, 2005.**

CITY OF DAPHNE

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David Cohen
City Clerk, MMC

PLEASE Publish in the Bulletin Legal Section on Saturday,
February 12, 2005

FIRST NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on March 21, 2005 at 6:00 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance amending the Land Use Ordinance as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, CMC

PROPOSED ORDINANCE:

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

**Olde Towne District Map
Revision to Appendix I of the City of Daphne
Land Use and Development Ordinance**

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended certain amendments to the Olde Towne District Map approved and adopted by Ordinance No 2003-05 referenced in Appendix I "Exhibit B" of the Daphne Land Use & Development; and

WHEREAS, said amendments are necessary due to various rezoning requests, which have been approved since the adoption of Ordinance No. 2002-22 and Ordinance No. 2003-05; and

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

WHEREAS, a public hearing regarding the proposed Olde Towne District Map amendments was held by the City Council March 21, 2005; and

WHEREAS, the Mayor and City Council of the City of Daphne after due

consideration believe the amendments to said Olde Towne District Map as requested by the Planning Commission are proper and in the best interest of the City.

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

SECTION I. OLDE TOWNE DAPHNE DISTRICT MAP

The Olde Towne District Map referenced hereto as "Exhibit B" shall be the official zoning map for the Olde Towne District of the City of Daphne, Alabama.

SECTION II. AMENDMENT

Ordinance 2002-22 and 2003-05 are hereby amended to the extent that the adopted Olde Towne District Map referenced in Appendix I of "Exhibit B" and the revision to said map adopted on February 17, 2003 by Ordinance Number 2003-05, conflicts with the Revised Olde Towne District Map referenced as Exhibit B.

SECTION III. REPEALER

Any Ordinance(s) or parts of Ordinance(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION IV. EFFECTIVE DATE

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

ADOPTED AND APPROVED BY THE CITY COUNCIL OF DAPHNE, ALABAMA, ON THE _____ DAY OF _____, 2005.

CITY OF DAPHNE

Greg Burnam
Council President

Date & Time Signed:

Fred Small

Mayor

Date & Time Signed: _____

ATTEST:

David Cohen
City Clerk, MMC

SECOND NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on March 21, 2005 at 6:00 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance amending the Land Use Ordinance. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, CMC

PROPOSED ORDINANCE:

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

**Olde Towne District Map
Revision to Appendix I of the City of Daphne
Land Use and Development Ordinance**

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended certain amendments to the Olde Towne District Map approved and adopted by Ordinance No 2003-05 referenced in Appendix I "Exhibit B" of the Daphne Land Use & Development; and

WHEREAS, said amendments are necessary due to various rezoning requests, which have been approved since the adoption of Ordinance No. 2002-22 and Ordinance No. 2003-05; and

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

WHEREAS, a public hearing regarding the proposed Olde Towne District Map amendments was held by the City Council March 21, 2005; and

/END OF SYNOPSIS

To: Office of the City Clerk
From: William H. Eady, Sr.,
Director of Community
Development
Subject: City of Daphne Zoning Map,
Olde Towne District Map, and
Village Overlay Map
Date: January 28, 2005

MEMORANDUM

At the regular meeting of the City of Daphne Planning Commission, January 27, 2005, eight members were present and the vote was unanimous for the affirmative recommendation of the above-mentioned documents (maps).

Upon receipt of said documentation, please set the public hearing, advertise, and place on the appropriate agenda for action by the City Council.

Attached please find two (2) copies of the appropriate documents to place on display at City Hall and the Public Library.

If you should have any questions, please do not hesitate to contact the undersigned.

Thank you,

WHE/jd

cc: Mayor Small
file

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

**Village Overlay District Map
Addition of Appendix J of the City of Daphne
Land Use and Development Ordinance**

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended adding the Village Overlay District Map approved and adopted by Ordinance No 2004-50 referenced in Appendix J "Exhibit C" of the Daphne Land Use & Development; and

WHEREAS, said additional map is necessary due to various rezoning requests, which have been approved since the adoption of Ordinance No. 2002-22 and Ordinance No. 2004-50; and

WHEREAS, due notice of said proposed Village Overlay District Map has been provided to the public as required by law through publication and open display at the City of Daphne Public Library and City Hall; and

WHEREAS, a public hearing regarding the proposed Village Overlay District Map was held by the City Council March 21, 2005; and

WHEREAS, the Mayor and City Council of the City of Daphne after due consideration believe the addition to said Olde Towne District Map as requested by the Planning Commission is proper and in the best interest of the City.

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

SECTION I. VILLAGE OVERLAY DISTRICT MAP

The Village Overlay District Map referenced hereto as "Exhibit C" shall be the official zoning map for the Village Overlay District of the City of Daphne, Alabama.

SECTION II. AMENDMENT

Ordinance 2002-22 is hereby amended to the extent that the adopted Village District Map referenced in Appendix J of "Exhibit C" and the addition to said map adopted on January 3, 2005 by Ordinance Number 2004-50.

SECTION III. REPEALER

Any Ordinance(s) or parts of Ordinance(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION IV. EFFECTIVE DATE

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF DAPHNE, ALABAMA,
ON THE _____ DAY OF _____, 2005.**

CITY OF DAPHNE

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David Cohen
City Clerk, MMC

PLEASE Publish in the Bulletin Legal Section on Saturday,
February 12, 2005

FIRST NOTICE OF PUBLIC HEARING

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David L. Cohen, City Clerk, CMC

PROPOSED ORDINANCE:

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

**Village Overlay District Map
Addition of Appendix J of the City of Daphne
Land Use and Development Ordinance**

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended adding the Village Overlay District Map approved and adopted by Ordinance No 2004-50 referenced in Appendix J "Exhibit C" of the Daphne Land Use & Development; and

WHEREAS, said additional map is necessary due to various rezoning requests, which have been approved since the adoption of Ordinance No. 2002-22 and Ordinance No. 2004-50; and

WHEREAS, due notice of said proposed Village Overlay District Map has been provided to the public as required by law through publication and open display at the City of Daphne Public Library and City Hall; and

WHEREAS, a public hearing regarding the proposed Village Overlay District Map was held by the City Council March 21, 2005; and

WHEREAS, the Mayor and City Council of the City of Daphne after due consideration believe the addition to said Olde Towne District Map as requested by the Planning Commission is proper and in the best interest of the City.

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

SECTION I. VILLAGE OVERLAY DISTRICT MAP

The Village Overlay District Map referenced hereto as "Exhibit C" shall be the official zoning map for the Village Overlay District of the City of Daphne, Alabama.

SECTION II. AMENDMENT

Ordinance 2002-22 is hereby amended to the extent that the adopted Village District Map referenced in Appendix J of "Exhibit C" and the addition to said map adopted on January 3, 2005 by Ordinance Number 2004-50.

SECTION III. REPEALER

Any Ordinance(s) or parts of Ordinance(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they conflict.

SECTION IV. EFFECTIVE DATE

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF DAPHNE, ALABAMA,
ON THE _____ DAY OF _____, 2005.**

CITY OF DAPHNE

**Greg Burnam
Council President**

Date & Time Signed: _____

**Fred Small
Mayor**

Date & Time Signed: _____

ATTEST:

**David Cohen
City Clerk, MMC**

SECOND NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on March 21, 2005 at 6:00 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance amending the Land Use Ordinance. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, CMC

PROPOSED ORDINANCE:

**CITY OF DAPHNE
ORDINANCE NO. 2005-**

**Village Overlay District Map
Addition of Appendix J of the City of Daphne
Land Use and Development Ordinance**

WHEREAS, the Planning Commission of the City of Daphne, at their regular meeting held on January 27, 2005, favorably recommended adding the Village Overlay District Map approved and adopted by Ordinance No 2004-50 referenced in Appendix J "Exhibit C" of the Daphne Land Use & Development; and

WHEREAS, said additional map is necessary due to various rezoning requests, which have been approved since the adoption of Ordinance No. 2002-22 and Ordinance No. 2004-50; and

WHEREAS, due notice of said proposed Village Overlay District Map has been provided to the public as required by law through publication and open display at the City of Daphne Public Library and City Hall; and

WHEREAS, a public hearing regarding the proposed Village Overlay District Map was held by the City Council March 21, 2005; and

/END OF SYNOPSIS

Request to Daphne City Council

2/5/05

The following is a request to the City of Daphne City Council to be placed on their February 9th, 2005 council meeting agenda.

During this meeting we will be requesting a height exception for the Apalachee building on Lot #1 Sundowne subdivision.

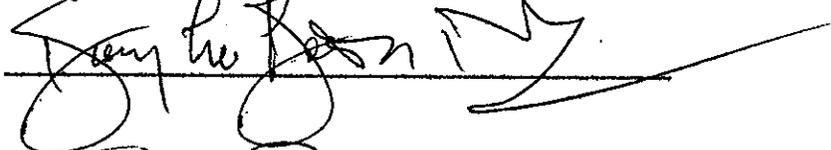
In accordance with the City of Daphne Land Use and Development Ordinance, R-4 designation requires that no structure shall exceed 4 stories or 50 feet in height. Structures of more than 4 stories may be permitted subject to approval of the City Council.

We are requesting at this time that we receive a height exception for a building that will be a height of 190 feet.

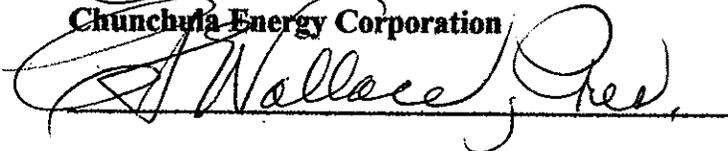
Your attention to this matter is certainly appreciated.

Property Owners:

Barry L. Booth, DMD



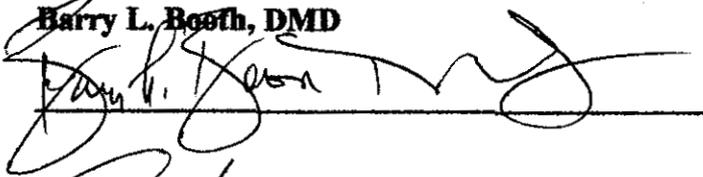
Chunchula Energy Corporation



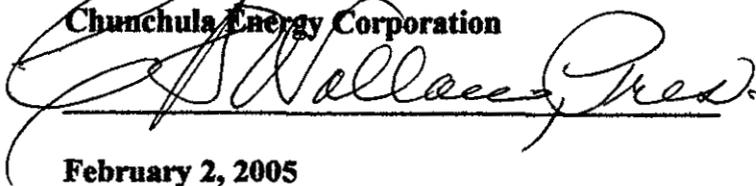
Authorization

This is to verify as owners of Lot #1, Sundowne subdivision, City of Daphne, that Doug Bailey of Hutchinson, Moore & Raugh Engineers is authorized to represent our interest in the request for a height exception on this property.

Barry L. Booth, DMD

A handwritten signature in black ink, appearing to read "Barry L. Booth", written over a horizontal line.

Churchula Energy Corporation

A handwritten signature in black ink, appearing to read "Wallace Pres.", written over a horizontal line.

February 2, 2005

To: City of Daphne City Council
Date - 2/5/05

We would like to take this opportunity to thank each of you for your support in the recent rezoning to R-4 designation and the subdivision of our property adjacent to the bluff on Highway 98 in Daphne.

This allows us to move forward, with your help and direction, to develop what we believe to be a waterfront residential community like nothing else on the Gulf Coast.

With your input and advice, we have endeavored to create a design that is truly unique aesthetically, while remaining environmentally and socially responsible.

We have designed an exclusive waterfront residential mid-rise structure consisting of 53 units on approximately 11.26 acres.

As designed the building, streets and guest parking footprints cover only 5% of the available property.

Construction materials are solid resources of sandstone and limestone constructed to current wind load and uplift requirements.

During recent work sessions and council meetings we were asked to review the City's Comprehensive Plan and Smart Growth Initiatives to guide us in our design process and to follow these guidelines exclusively.

The Comprehensive Plan is closely aligned with the goals and objectives of our design. Of interest, we note that we comply with all of the following:

Comprehensive Plan

Purpose: " *To be the Preferred Waterfront Community in south Alabama for families, retirees, and businesses*".

Quality of Life Components: *The purpose of this plan is to enhance the overall quality of life by balancing the demands of the living environment, the working environment, and the natural environment. I-6*

Planned Land Use: *Residential development forms a hierarchal pattern, with higher density residential uses abutting commercial areas. II-5*

Population and Economy: Goals - *Promote desirable residential developments and sound commercial developments. III-1*

Housing: Future Housing Demands - *The City should look into zoning a larger percentage of land for medium and higher density residential. IV-16*

Land Use: Objectives: - Promote and manage growth on undeveloped lands in a manner that will be compatible with, and complementary to, existing adjacent developed properties.

Land Use: Issues - Anticipating and Meeting Land Use Needs-
The City of Daphne has a need for increased moderate and high density residential resources that are located with appropriate access for a high volume of traffic. IX-21

Urban Design - The Smart Growth initiative is an initiative to eliminate urban sprawl and recapture the quality of life that eludes most developments today. The City of Daphne should examine the Comprehensive Plan, the Land Use and Development Ordinance, and incorporate Smart Growth design criteria for new developments. X-5

Our project as designed adheres to a great number of principles of Smart Growth. The following are a select few of the examples taken from "Getting to Smart Growth: 100 Policies for Implementation" and "Getting Smart Growth II: 100 More Policies For Implementation"

Principle #1 - Mix Land Uses

Policy #2. Adopt Smart Growth codes to parallel existing conventional development codes.

This policy accepts the difficulty of obtaining variances to existing codes in order to apply Smart Growth principals. Our project requires a variance to the building height to implement Smart Growth initiatives such as providing small footprints.

Principle #2 - Take advantage of Compact Building Design by ensuring ready access to open space and preserving critical environmental areas.

Policy #2. Ensure ready access to open space in compactly developed places. Daphne's R-4 zoning allows for 35% lot coverage. This project, with a height exception, will have coverage of approximately 5%. This allows for the preservation of the sensitive wetlands and bluff area and extensive landscaping.

Policy #3. Encourage developers to reduce off street parking. Our project as designed locates all resident parking under the building for secure elevator access. This limits surface parking for a limited number of guest only and has a coverage of about 1.5% of available land.

Policy #10. Encourage developers to reduce urban sprawl through development of compact communities. Our project with the appropriate height adjustment offers minimum building coverage and aspires to be an attractive alternative to crowded high density small developments and large lot, large home developments that are so prevalent in Baldwin County.

Principle #7 - Strengthen and direct development toward existing communities.

The location of our project among businesses and restaurants offers residents the opportunity to walk to this area to shop and dine. Hopefully the upscale Nature of this project will entice improved establishments to this location.

Principle #9 - Make development decisions predictable, fair and cost effective.

There are number of buildings within sight of our property that exceed the current height limitation by variance or by grand fathering.

*Example: Loma Alta Towers 135 feet in height, 285 feet above sea level
13 stories.*

Height variances have been approved in the past and should be fairly considered.

Our building as designed has a number of cost effective features:

- 1) A compactly designed building, with residents centrally located, offers considerably less a burden on infrastructure such as utilities, fire and police protection.*
- 2) It is estimated that the annual property taxes for the property will be approximately \$40,000.00 per year.*
- 3) It is also estimated that the residents will have an income in excess of \$250,000 per year and will use at least 10% or more of this income to purchase food, fuel and other tangible assets from local businesses or a total of more that \$1,400,000 per year.*

In conclusion, it is our intent to share our vision that a well conceived, environmentally and socially responsible bayside residential development can positively reinforce the goals and aspirations of the Daphne community. We hope we have demonstrated an adheraence to the Comprehenssive Plan and how we have established principals of Smart Growth.

We hope the Commissioners will recognize the positive aspects of this development and help us with our design intentions through a favorable recommendation.

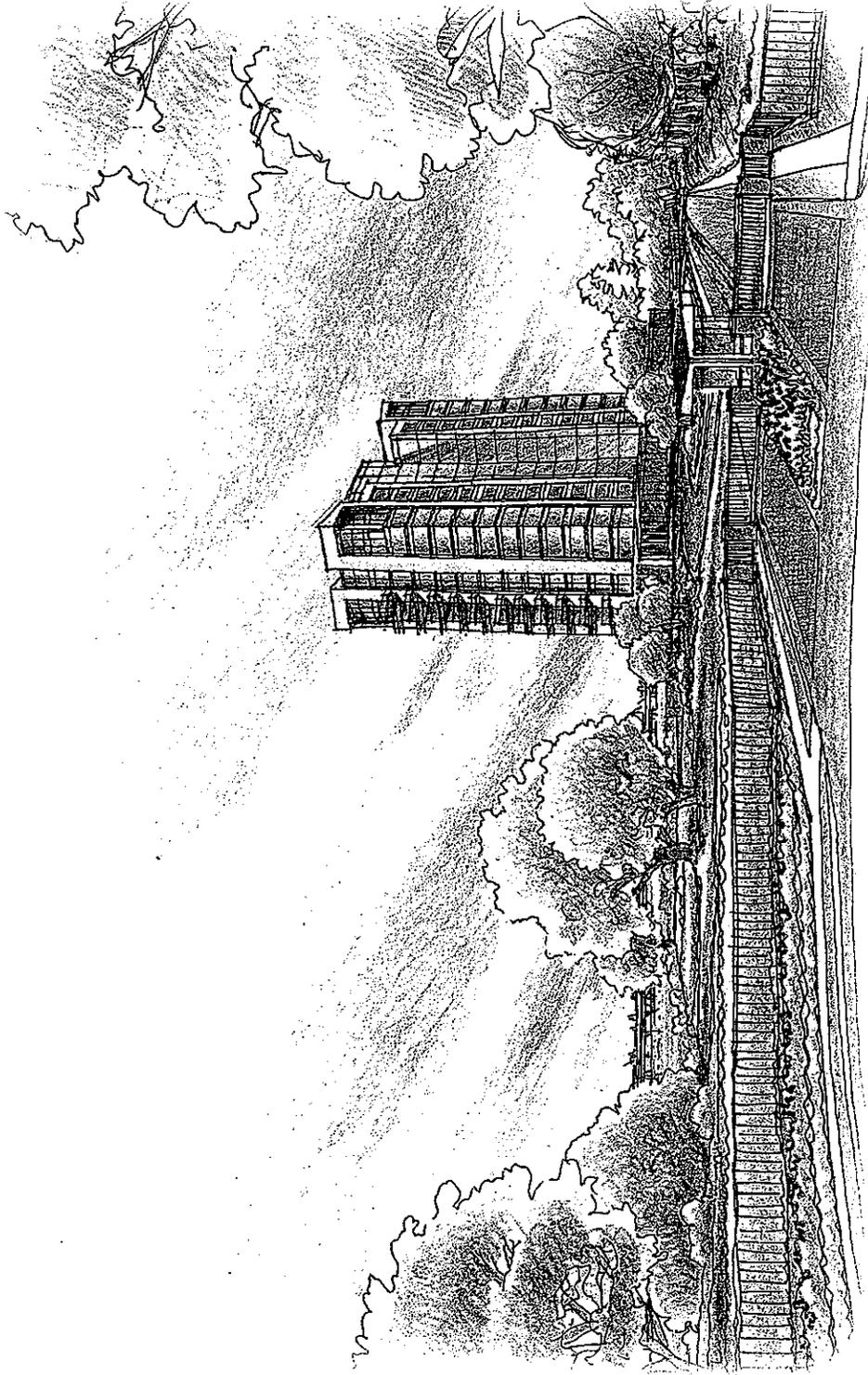
Apalachee

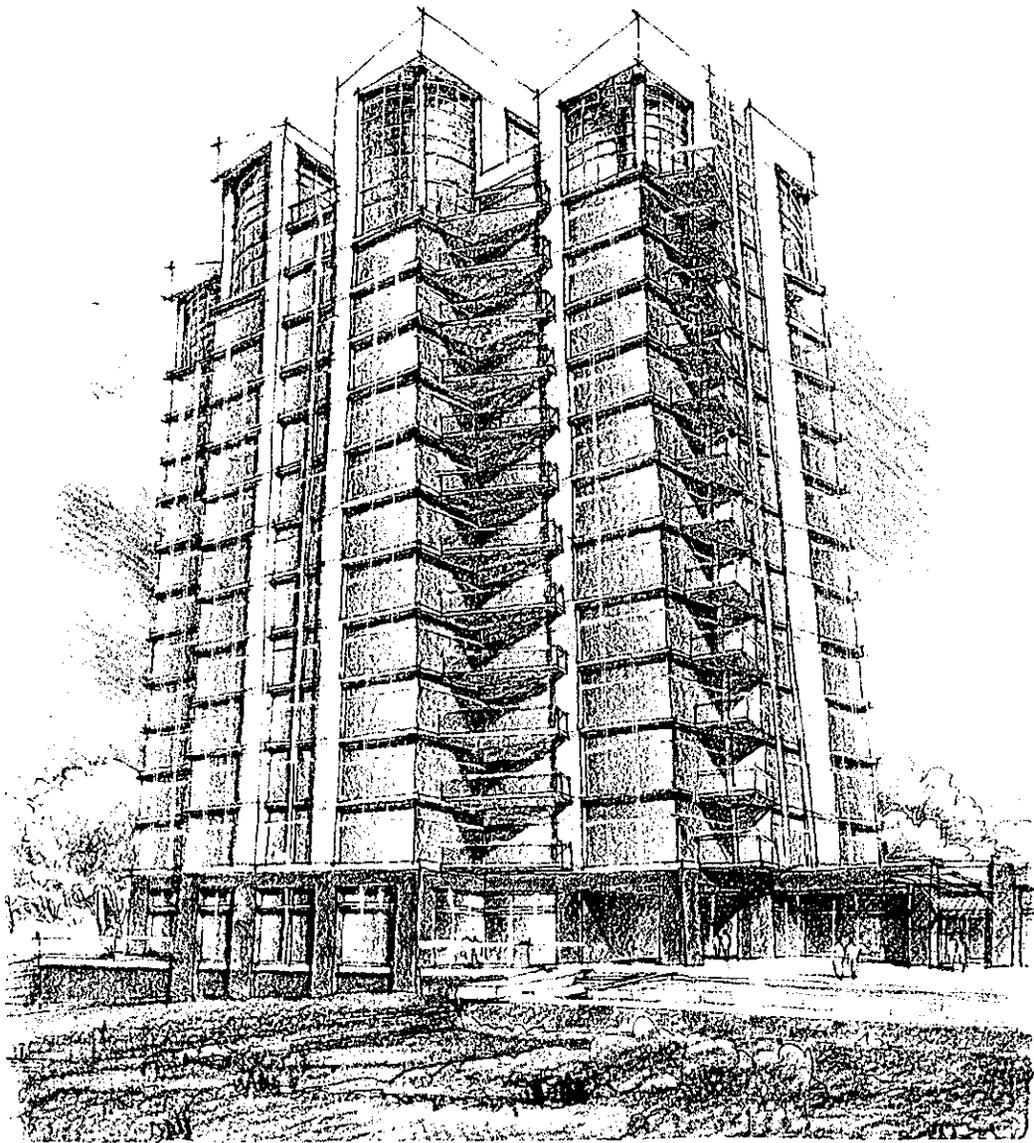
Lot #1 Sundowne Subdivision

Design For
APALACHEE
Perspective

01.27.03
200411

© 2004 Kirksey





Design for
APALACHEE
SKETCH PERSPECTIVE

01.27.06 2004211

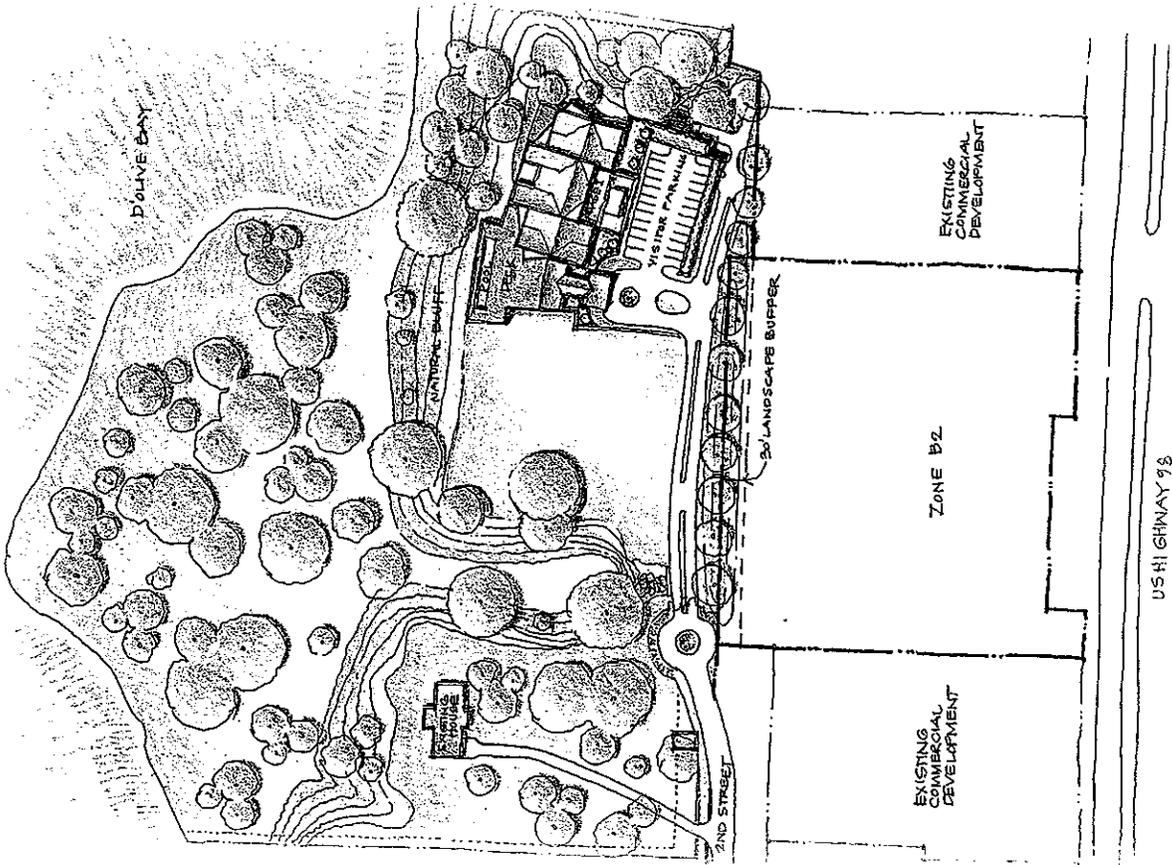
J. Kirksey © 2006

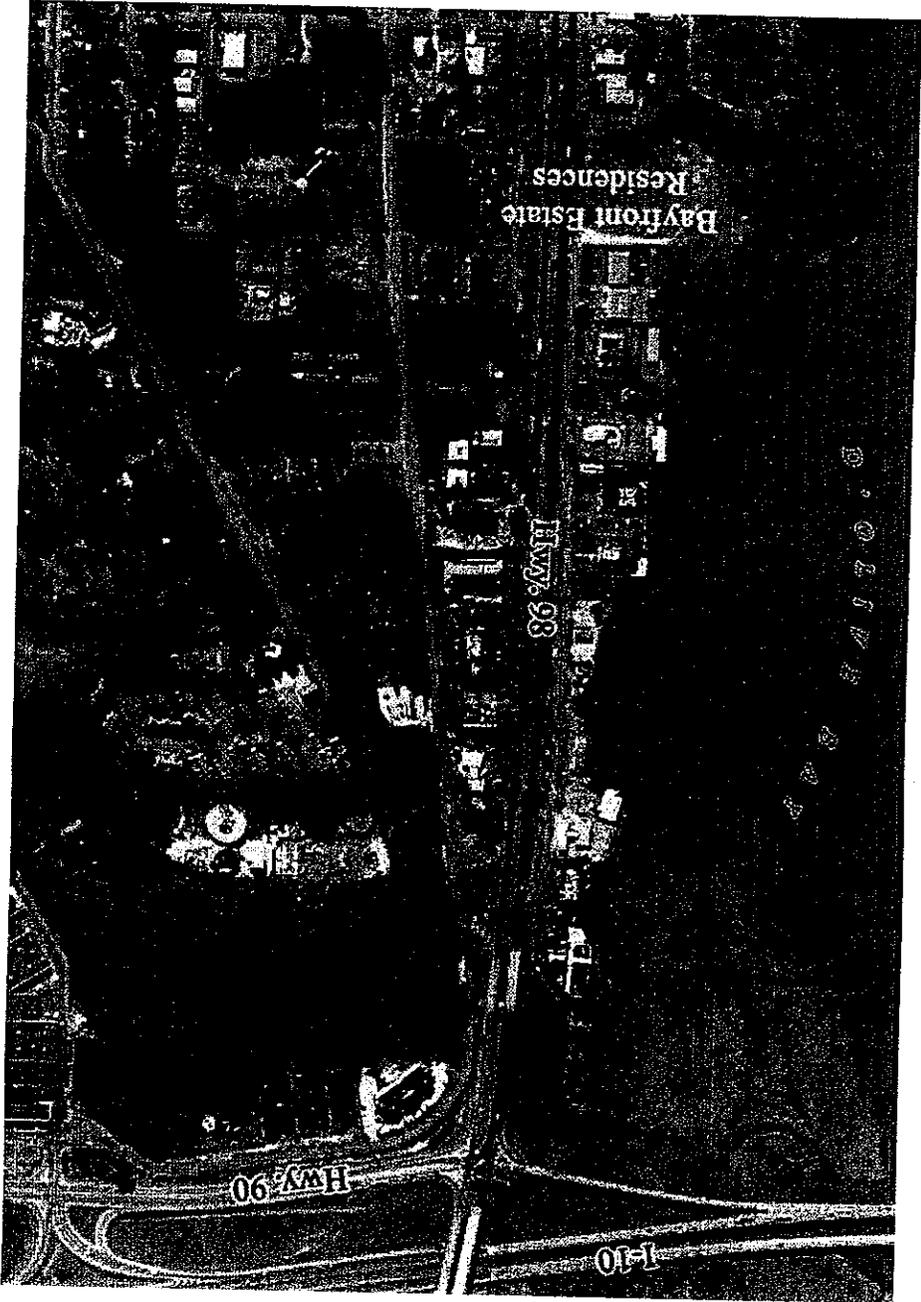


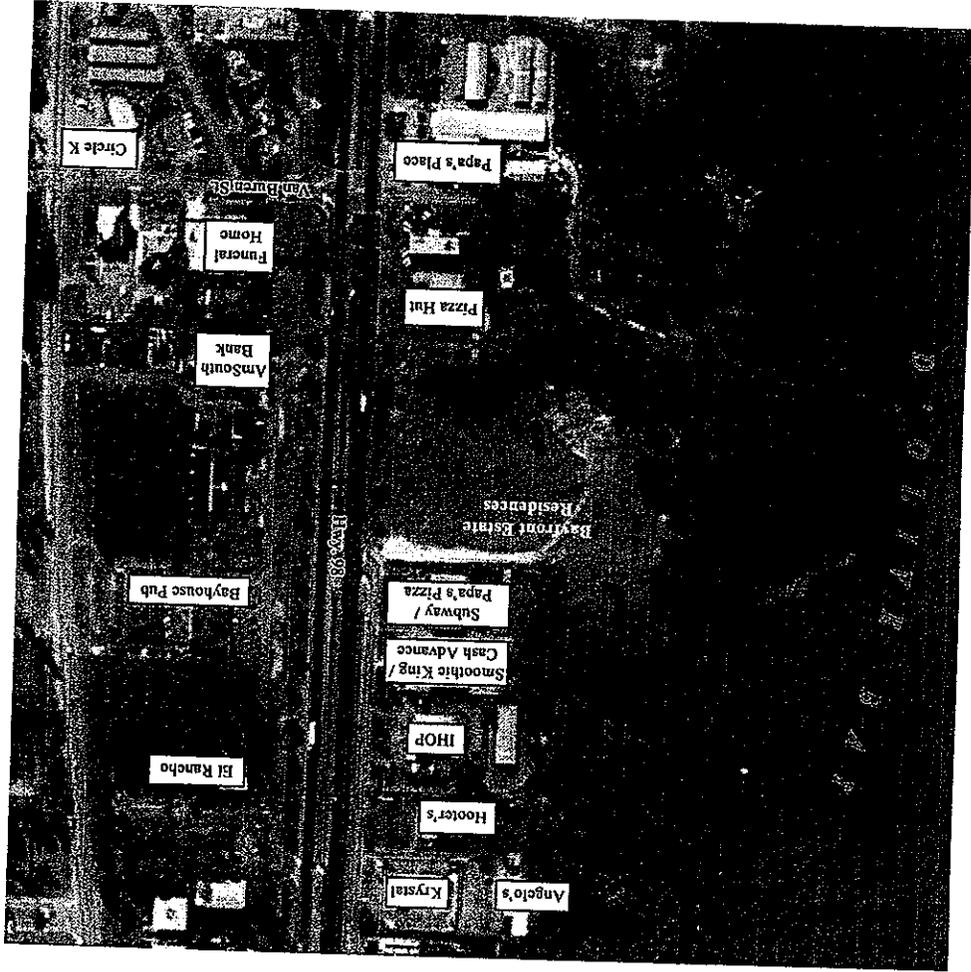
Design For
APALACHEE
Site Plan

01.27.05 300x241

© 2004 Kirksey







**UTILITY BOARD MEETING
DAPHNE UTILITIES
CITY COUNCIL CHAMBERS
DECEMBER 15, 2004
6:00 P.M.
PAGE 2**

Approval of Minutes of the Regular Meeting on November 30, 2004

Mr. Patterson made a **motion** to approve the minutes with suggested corrections. Mayor Small **seconded** the motion.

The motion carried unanimously.

**Engineer Report: David Volkert & Associates, Melinda Immel
Engineer Report: Hutchinson, Moore & Rauch, Ray Moore**

Mr. Segalla waived the reading of the engineers' reports for this meeting. Attached and made a part of these minutes.

Old Business

Outside Activities Report: Mr. Scott suggested the Board get with the Deputy Director to discuss. Mr. Segalla asked this topic be put back on the agenda.

Chamber Membership: Mr. Moore gave a brief presentation to the Board of Directors on the benefits of being a chamber member. He highlighted Business Development Activities and Government affairs. Mr. Taylor reinforced what Mr. Moore said about being a member.

Grease and Sewer Ordinance: Mr. Taylor stated he has not seen the new copy. Mr. Scott asked for the Mayor or someone on the council call a meeting with the restaurant managers and gets some input from them. Mr. Johnston asked who would enforce the ordinance. He suggested this be spelled out before we proceed with this.

Long Range Planning: Met this past Monday and will meet next Monday. A meeting has been scheduled for the 20th in the community room.

**UTILITY BOARD MEETING
DAPHNE UTILITIES
CITY HALL COUNCIL CHAMBERS
DECEMBER 15, 2004
6:00 P.M.
PAGE 3**

H2O, SRF Program: Does not commit to Board participation, but requires pre-application. Mrs. Immel requested the Board make a motion to approve the pre-application process.

Mr. Scott made a **motion** to approve the pre-application process of the SRF Program. Mr. Patterson **seconded** the motion.

The motion was approved by all present.

County Sewer Legislation: There will be a meeting next Tuesday in Foley. Bradley Byrne will be speaking.

Organization Chart: Changes will be discussed and carried to the executive session.

Grease Recycling Program: Mr. Bryant gave a brief description of the Grease Recycling Program. He asked the Board to support a letter to the apartment complexes. Mr. Segalla stated the Board would stand behind the program and sign the request for participation letter to the apartment complexes.

New Business

Loma Alta PR Cook Out: Mr. Segalla suggested a cook out at Loma Alta for gas marketing purposes.

Natural Gas Projects: Mr. Douglas and Mr. Clayton gave a presentation on upcoming natural gas projects. They asked for approval on several new subdivisions.

Mr. Scott made a **motion** to approve Lansdown, Rileywood and Pecan Trace. Mr. Johnston **seconded** the motion.

The motion was approved by all present.

**UTILITY BOARD MEETING
DAPHNE UTILITIES
CITY HALL COUNCIL CHAMBERS
DECEMBER 15, 2004
6:00 P.M.
PAGE4**

Natural Gas Rate Proposal: Mr. Clayton requested the Board consider making a change to the natural gas rates. The rates would change from \$5.50 for the first three hundred cubic feet. To \$5.50 as a minimum fee and charge for the first 100 cubic feet and every cubic foot thereafter.

Mr. Johnston made a **motion** to amend the natural gas pricing in the form of a Resolution to change it from \$5.50 as a minimum which included the first three hundred cubic feet of gas sold to \$5.50 strictly as a minimum, charging for the first 100 cubic feet and every cubic foot thereafter. Mr. Paterson **seconded** the motion.

Mr. Johnson amended the **motion** to include the change would take place January 1st, 2005. Mr. Scott **seconded** the motion.

The motion was carried by all present.

Mr. Scott asked that this be publicized immediately.

Colonial Bank Loan: Mrs. Logiotatos stated the Colonial bank loan is in. She needed signatures.

Board Meeting Change: Mr. Segalla asked that the Board meeting time be changed from 6:00 pm to 5:00 pm.

Mr. Scott made a **motion** for the Board meeting to be changed from 6:00 pm to 5:00 pm. Mr. Patterson **seconded** the motion.

The motion was carried by all present.

**UTILITY BOARD MEETING
DAPHNE UTILITIES
CITY HALL COUNCIL CHAMBERS
DECEMBER 15, 2004
6:00 P.M.
PAGE 5**

Deputy Director's Report

Attached and made a part of these minutes.

Finance Manager's Report

Mrs. Logiotatos will the November and December financials in the January meeting.

Public Participation

None

Executive Session

Mayor Small made a **motion** to go into Executive Session at 7:42 pm. Mr. Scott **seconded** the motion.

The motion carried unanimously.

Mayor Small made a **motion** that the Board reconvene Daphne Utilities Regular Meeting at approximately 8:15 p.m. Mr. Patterson **seconded** the motion.

The motion carried unanimously.

Mr. Johnston made a **motion** to adjourn the meeting at approximately 8:20. Mr. Patterson **seconded** the motion.

The motion carried unanimously.

Mr. Segalla adjourned the Regular Session of the Utilities Board of the City of Daphne at approximately 8:20 p.m.

Approved

Robert Segalla
Vice-Chairman of the Board

Respectfully Submitted By

Dana Wolfe
Recording Secretary

2005-1
case no.

ABC LICENSE ROUTING

		(initial)
DATE RECEIVED BY REVENUE DIV.	<u>12-06-04</u>	<u>SY</u>
DATE FORWARDED TO POLICE DEPT.	<u>12-06-04</u>	<u>SL</u>
DATE RECEIVED BY POLICE DEPT.	<u>12-06-04</u>	<u>MTW</u>
DATE: APPROVED <input checked="" type="checkbox"/>		DISAPPROVED <input type="checkbox"/>

POLICE DEPT. SIGNATURE *[Signature]*

DATE RETURNED TO REVENUE DIV.	<u>1-31-05</u>	<u>MTW</u>
DATE FORWARDED TO CITY CLERK	<u>2-1-05</u>	<u>SWC</u>
DATE RECEIVED BY CITY CLERK	<u>2-01-05</u>	<u>RH</u>
SCHEDULED DATE ON AGENDA	_____	_____

Council Action : APPROVED DISAPPROVED TABLED

COMMENTS- _____

Rescheduled for Council Agenda Date _____

Council Action : APPROVED DISAPPROVED TABLED

COMMENTS- _____

DATE RETURNED TO REVENUE DIV. _____

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

Refused
TYPE APPLICATION
020 - Restaurant Retail Liquor
 Date Approved _____
 By _____

Name of Applicant (s) **OLLIE'S BARBECUE LLC**
 Circle One: Ind. Part. Assoc. Corp. **LLC**

Name and address of individual, partners and members, association, corporate officers, etc.:

Name	D.L. # Title	Date of Birth Place of Birth	Present Residence Address	Length at Residence
JAMES BARRY MCCLUNG	AL 4987121 Member	09/24/65 JEFFERSON COUNTY, AL	157 PEBBLE LN. ALABASTER, AL 35007	8 YEARS
JOHN YOUNG KIRKPATRICK	AL 5112823 Member	01/26/67 JEFFERSON COUNTY, AL	717 OAK BLUFF DR DAPHNE, AL 36526	6 MONTHS

Corporate Information: INST # 847968 Date 10-21-04 County BALDWIN
 (Enter book and page or document info.) (Incorporation or Authority)

Trade Name **OLLIE'S BARBECUE**
 Location 1410 HWY 98-D DAPHNE, AL County BALDWIN
 Mailing Address 1410 HWY 98-D DAPHNE, AL 36526
 (Include Street or Post Office Box Address, City, State, and Zip Code)

Previous Licensee Information Transferee

Licensee Name N/A Type N/A Year N/A
 Trade Name N/A License Number N/A

Location (location transfer only) N/A

Does applicant comply with ABC Regulation # 20-X-5-14 regarding financial responsibility? Y N
 Does the ABC Board have any actions pending against the current licensee? (If Yes, explain in Investigation Section) Y N
 Has ANYONE, including manager or applicant, had a Federal/State permit or license suspended, revoked or declined? Y N
 Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended or revoked? Y N
 Are the applicant(s) named above, in any manner, interested in the business sought to be licensed? Y N

Where these premises are located in the: Corporate Limits Police Jurisdiction of DAPHNE, Alabama (Enter N/A if not located in either)
 Are any of the applicants, whether individual, member of partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this Act? Y N
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage or distilled liquors permit or license issued under authority of this Act? Y N
 Has applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate of another licensee, or from any firm, association or corporation operating under or regulated by the authority of this Act? Y N
 What is the applicant's primary source of funding? Loan Inheritance Individual(s) Business Other (explanation attached)

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? Y N

If Yes, explain in Investigation Section Signature of applicant *[Signature]*

I, the undersigned, agree, if a license is issued as herein above 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 20, and all laws of the State of Alabama relative to the handling of alcoholic beverages. I, 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 licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him in connection with said licensed premises. The undersigned hereby understands that should 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.

STATE OF ALABAMA
 COUNTY OF BALDWIN
 Signed *[Signature]*
 Title Member Date 11/23/2004

The undersigned **JAMES BARRY MCCLUNG, Member of OLLIE'S BARBECUE LLC**
 (Name of applicant or member if Partnership or Association of Name and Title of Officer, if a Corporation)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Sworn to and subscribed before me this 23rd day of November 2004

Signature of Notary Public _____ Notary Public, State at Large My commission expires _____
 Signature of Affiant *[Signature]* Business Phone (251) 554-8858 Home Phone (251) 626-3002

For Central Office Use Only License No. _____ Date of Issue _____ Amount of Fees _____ Total _____

GENERAL APPLICATION INFORMATION

Contact Person: JOHN YOUNG KIRKPATRICK
Phone Numbers: Home: (251) 626-3002 Business: (251) 554-8858
Fax: _____ Pager: _____ Other: _____
Internet/Web Address: _____ Email Address: _____

Does the premises have a fully equipped and operational kitchen? Y N NA
Does the establishment have restroom facilities? Y N
Is the business habitually and principally used for providing food to the public? Y N Snacks Only NA
Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? Y N
Can this business be operated PRIMARILY as a package store? Y N
Is the COMMON CARRIER, does each vehicle seat 10 or more persons? Y N NA

INVESTIGATION SECTION OF APPLICATION (To be completed by Investigating ABC Agent)

Does applicant engage in the sale of tobacco products? Y N If yes, type of business: _____
Number of tobacco vending machines present: n/a
Is Neighborhood Investigation waived in accordance with Application Guidelines
Maximum seating capacity 150 License premises includes patio area Y N
Building Dimensions: Length 60' Width 75' Square Footage 4500' Sales and Display Square Footage _____
Roof covers: Entire structure Portion of: Top Floor Bottom Floor Other SHOPPING CENTER
License Structure: One Story Two Story Multi-Story Single Structure Shopping Center Motel/Hotel
Structure Material: Wood Brick/Block Metal/Pre-Fab Other _____
Location within city limits? Y N Police Protection: County City
Number of licenses issued in vicinity: 0 1-5 6-10 more than 10 Nearest: 100 FT
Nearest: School Church Private Residence
 within 2 blocks within 2 blocks within 2 blocks
 within 1/2 mile within 1/2 mile within 1/2 mile
 Exceeds Above Exceeds Above Exceeds Above

EXPLANATION OF LAW VIOLATIONS

List below the court records for law violations, if any, of each person interested in this application, including manager whether as a sole applicant, partner, officer, member. (Do not include traffic violations, except DUI and Reckless Driving)
Name _____ Date _____ Violation _____ Jurisdiction _____ Disposition _____
Justify no member of this corporation has a criminal record.

FILING FEE ACKNOWLEDGEMENT

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.

Signature of Applicant: [Signature]

TRANSFER AGREEMENT

License Type: _____ License # _____
This is not a License Transfer _____ as _____ holding current ABC License at _____

I, _____ (Name) _____ (Title) _____ is location, hereby authorize the ABC Board to transfer the license(s) to APPLICANT as appears on front of application, provided that this applicant obtains approval from the appropriate local governing body and meets all requirements of the ABC Board. I understand that I am responsible for the operation of this licensed establishment until the applicant obtains a re-issued license from the ABC Board. I also understand that if for any reason this transfer is not approved by the local governing body or the ABC Board, I must take over complete control, operation, and responsibility of these licensed premises. If I do not continue operation of this licensed establishment, I will relinquish my ABC License to the local ABC Board office, or local Agent.

Licensee: _____ Date _____
Applicant: _____ Date _____

(Note: If applicant or licensee is a partnership, ALL partners must sign this agreement)

LEASE/PROPERTY OWNERSHIP

Does applicant OWNS property, is copy of recorded deed attached? Y N
Does applicant has CONTRACT TO PURCHASE, is a copy of the recorded sales contract attached? Y N
Does applicant is LEASING the property, is a copy of the lease agreement attached? Y N
A: Name of Property Owner/Lessor: FLEETWOOD LANE Contact #: (251) 990-0031
B: What is the LESSOR'S primary business? REAL ESTATE INVESTMENT
C: Is LESSOR involved in any way with the Alcoholic Beverage business? Y N (if yes, explain on an attached sheet)
D: Is there any further interest in, or connection with, the licensee's business by the LESSOR? Y N (if yes, explain on an attached sheet)

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BME
Agent/ID _____ Supervisor _____ (Review includes complete application packet)

AGENT: Application taken: 11/23/2004 Application/Investigation completed: /// Forwarded to D.O.: ///
LOCAL GOVERNMENT: Submitted: /// Received from: ///
SUPERVISOR: Received in District Office: /// Reviewed: /// Forwarded to C.O.: ///

INSTRUCTIONS TO ALL ABC LICENSEE

1. The ABC license shall be CONSPICUOUSLY DISPLAYED on the licensed premise before any sale of Alcoholic beverages are sold.
2. All Alcoholic beverages shall be paid for when delivered, ALL INVOICES of alcoholic beverages shall be kept for a period of three years on the licensed premise.
3. No Alcoholic beverages are to be displayed where conspicuously visible to the public from outside of the licensed premise.
4. All Alcoholic beverage purchases (BEER, WINE AND LIQUOR) shall be made from ABC Licensed wholesaler or the ABC Store (Wholesale Store).
5. A "PERSON IN CHARGE" sign will be posted in any licensed premises.
6. All ABC Licensed premises licensed to sell Alcoholic beverages to go, must be in the ORIGINAL UNOPENED CONTAINERS. (RESTAURANTS CAN NOT SELL TO GO)(PRIVATE CLUBS CAN ONLY SELL TO THEIR MEMBERS OR GUEST OF THE MEMBER)
7. An ABC License shall not be sold nor shall anyone but the named licensee operate under the license.
8. The licensed premise shall be sufficiently lighted at all times so that ABC Agents can make their investigation / inspection without being forced to use a flashlight.
9. Alcoholic beverage(s) shall not be sold to anyone under the age of "21".
10. If the licensed premise is sold or temporarily closed, The ABC Board will be notified immediately and the license turned into the ABC Board.
11. If a license is suspended or revoked, NO Alcoholic beverage(s) of any kind shall be possessed on the licensed premises during the suspended or revoked time.
12. The licensee shall operate in a quiet, clean, and orderly manner. The licensee will be held responsible for any fighting, gambling, or other criminal conduct occurring or originating on the licensed premise.
13. Curb service and drive-up windows are not allowed. This means that alcoholic beverages shall not be served to people in their vehicles or from drive-up windows.

RESTAURANT

1. The alcohol amount per drink (2 inch letters) will be post in a location for patrons to see.
2. There can only be only one brand of the same liquor opened at each serving station.
3. Licensee shall collect all empty alcoholic beverage containers left on the licensed premise and all empty containers must be DESTROYED by the licensee at the end of each day or by the open of the next day.
4. No one under the age of "21" shall be allowed to serve or dispense Alcoholic beverage(s).
5. No alcoholic beverages are allowed on the license premise, except that which is purchased thru an ABC wholesaler.
6. No licensee, employee or agent thereof, engaged in serving customer(s), may consume alcoholic beverages during working hours.

All ABC licensee are expected to know the basic state laws (Title 28) and the ABC Rules and Regulations under which they operate. Violations may result in the license being suspended, revoked or the Licensee being fine up to \$1000.00. No excuse will be accepted for violation of these instructions.

Olle's Barbecue

Trade name of establishment

Barry McClung

Licensee/ Applicant Name (Print)

11-23-04

Date

B. McClung

Signature of Applicant/Licensee

Date Refused _____
 By: _____
TYPE APPLICATION
140 - Special Events Retail
 Date Approved _____
 By: _____

Name of Applicant (s) **BAY SIDE ACADEMY**
 Circle One: Ind. Part. **Assoc.** Corp. LLC

Name and address of individual, partners and members, association, corporate officers, etc.:

Name	D.L. # Title	Date of Birth Place of Birth	Present Residence Address	Length at Residence
THOMAS JOHNSON	AL 6976022 HEAD MASTER	11/18/1944 VALDOSTA, GA	507 POLO TRACE DAPHNE, AL 36526	6 YEARS
BARBARA PATE	AL 2391600 Director	12/17/1957 WORCHESTER, MA	111 CROSS CREEK FAIRHOPE, AL 36532	1 YEAR

Corporate Information: N/A Date _____ County _____
 (Enter book and page or document info.) (Incorporation or Authority)

Trade Name **BAY SIDE ACADEMY**

Location DAPHNE CIVIC CENTER 2603 HWY 98 DAPHNE, AL 36526 County BALDWIN

Mailing Address 303 DRYER AVE, DAPHNE, AL 36526
 (Include Street or Post Office Box Address, City, State, and Zip Code)

Previous Licensee Information Transferee

Licensee Name N/A Type N/A Year N/A

Trade Name N/A License Number N/A

Location (location transfer only) N/A

Has applicant complied with ABC Regulation # 20-X-5-.14 regarding financial responsibility? Y N

Does the ABC Board have any actions pending against the current licensee? (If Yes, explain in Investigation Section) Y N

Has ANYONE, including manager or applicant, had a Federal/State permit or license suspended, revoked or declined? Y N

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended or revoked? Y N

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

These premises are located in the: Corporate Limits Police Jurisdiction of DAPHNE, Alabama (Enter N/A if not located in either)

Are any of the applicants, whether individual, member of partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this Act? Y N

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage or distilled liquors permit or license issued under authority of this Act? Y N

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate of another licensee, or from any firm, association or corporation operating under or regulated by the authority of this Act? Y N

What is the applicants' primary source of funding? Loan Inheritance Individual(s) Business Other (explanation attached)

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? Y N

(If Yes, explain in Investigation Section) Signature of applicant Barbara Pate

The undersigned agree, if a license is issued as herein above 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 licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him in connection with said licensed premises. The undersigned hereby understands that should 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.

STATE OF ALABAMA
 COUNTY OF BALDWIN
 Signed Barbara Pate
 Title HEAD MASTER Date 02/01/2005

The undersigned BARBARA PATE, DIRECTOR of BAY SIDE ACADEMY
 (Name of applicant or member if Partnership or Association of Name and Title of Officer, if a Corporation)
 applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

I have sworn to and subscribed before me this 1st day of FEBRUARY 2005

X Tim Johnson Signature of Notary Public
 Notary Public, State at Large My commission expires _____
Barbara Pate Signature of Affiant
 Business Phone (251) 626-2840 Home Phone (251) 928-0216 Other (251) 209-9416

(For Central Office Use Only) License No. _____ Date of Issue _____ Amount of Fees _____ Total _____

GENERAL APPLICATION INFORMATION

Contact Person: BARBARA PATE

Phone Numbers: Home: (251) 928-0216 Business: (251) 626-2840

Fax: _____ Pager: _____ Other: (251) 209-9416

Internet/Web Address: _____ Email Address: _____

Does the premises have a fully equipped and operational kitchen? Y N NA

Does the establishment have restroom facilities? Y N

Is place of business habitually and principally used for providing food to the public? Y N Snacks Only (NA)

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? Y N

Will this business be operated PRIMARILY as a package store? Y N

Is a COMMON CARRIER, does each vehicle seat 10 or more persons? Y N (NA)

INVESTIGATION SECTION OF APPLICATION (To be completed by Investigating ABC Agent)

Will applicant engage in the sale of tobacco products? Y N If yes, type of business: _____

Number of tobacco vending machines present: n/a

Neighborhood Investigation waived in accordance with Application Guidelines

Building seating capacity 500 License premises includes patio area Y N

Building Dimensions: Length _____ Width _____ Square Footage 5,000' Sales and Display Square Footage _____

License covers: Entire structure Portion of: Top Floor Bottom Floor Other _____

License Structure: One Story Two Story Multi-Story Single Structure Shopping Center Motel/Hotel

Structure Material: Wood Brick/Block Metal/Pre-Fab Other _____

Location within city limits? Y N Police Protection: County City

Number of licenses issued in vicinity: 0 1-5 6-10 more than 10 Nearest: ACROSS THE STREET

Nearest: School Church Private Residence

within 2 blocks within 2 blocks within 2 blocks

within 1/2 mile within 1/2 mile within 1/2 mile

Exceeds Above Exceeds Above Exceeds Above

EXPLANATION OF LAW VIOLATIONS

List below the court records for law violations, if any, of each person interested in this application, including manager whether as a sole applicant, partner, officer, or member. (Do not include traffic violations, except DUI and Reckless Driving)

Name	Date	Violation	Jurisdiction	Disposition
I certify no member of this association has a criminal record.				

FILING FEE ACKNOWLEDGEMENT

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.

Signature of Applicant: Barbara Pate

TRANSFER AGREEMENT License Type: _____ License # _____

This is not a License Transfer _____, as _____ holding current ABC License at _____ (Name) _____ (Title)

I, _____, hereby authorize the ABC Board to transfer the license(s) to APPLICANT as appears on front of application, provided that this applicant obtains approval from the appropriate local governing body and meets all requirements of the ABC Board. I understand that I am responsible for the operation of this licensed establishment until the applicant obtains a re-issued license from the ABC Board. I also understand that if for any reason this transfer is not approved by the local governing body or the ABC Board, I must take over complete control, operation, and responsibility of these licensed premises. If I do not continue operation of this licensed establishment, I will relinquish my ABC License to the local ABC Board office, or local Agent.

Licensee	Date
_____	_____
Applicant	Date
_____	_____

(Note: If applicant or licensee is a partnership, ALL partners must sign this agreement)

LEASE/PROPERTY OWNERSHIP

Does applicant OWNS property, is copy of recorded deed attached? Y N

Does applicant has CONTRACT TO PURCHASE, is a copy of the recorded sales contract attached? Y N

Does applicant is LEASING the property, is a copy of the lease agreement attached? Y N

A: Name of Property Owner/Lessor: CITY OF DAPHNE Contact #: (251) 626-2136

B: What is the LESSOR'S primary business? CITY BUSINESS

C: Is LESSOR involved in any way with the Alcoholic Beverage business? Y N (If yes, explain on an attached sheet)

D: Is there any further interest in, or connection with, the licensee's business by the LESSOR? Y N (If yes, explain on an attached sheet)

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BSP

Agent/ID _____ Supervisor _____ (Review includes complete application packet)

SENT: Application taken: 02/01/2005 Application/Investigation completed: _____ Forwarded to D.O.: _____

LOCAL GOVERNMENT: Submitted: _____ Received from: _____

SUPERVISOR: Received in District Office: _____ Reviewed: _____ Forwarded to C.O.: _____

CLUB APPLICATION INFORMATION

Does the Club charge and collect dues from elected members? Y N
Number of paid-up members at time of application? at least 100 at least 150
Are regular meetings held? Y N If yes, when? weekly bi-monthly monthly quarterly annually
Is business conducted through officers regularly elected? Y N
Are members admitted by written application, investigation, and ballot? Y N

(Attach membership list providing: name, address, telephone number, DOB, occupation, place of employment, and document source)

Has Agent verified membership applications for each member listed? Y N (DO NOT ATTACH MEMBERSHIP APPLICATIONS TO THIS APPLICATION)

Has at least 10% of members listed been confirmed and highlighted? Y N Agents Initials

For what purpose is the Club organized and operated? Social Patriotic Political Athletic Other

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

Do the operations of the Club benefit any individual members, officers, directors, agents or employees of the Club rather than to the benefit of the entire membership? Y N

Example: Class II (for profit) club belongs to the owners/officers of the corporation and the operations benefit a few as opposed to the entire membership

Example: Class I (non-profit) requires evidence of Non-Profit status (IRS Form 990 for example)

Documents required to accompany application: Articles of Incorporation, Constitution and By-Laws, and Membership list

Signature of Applicant

SPECIAL RETAIL LICENSE INFORMATION

Thirty (30) days or less Starting Date N/A Ending Date N/A
 More than thirty (30) days
 State Park Racing Commission Fair Authority Civic Center
 Franchisee or Concessionaire of above
 Other valid responsible organization

SPECIAL EVENTS RETAIL LICENSE INFORMATION

SPECIAL EVENTS RETAIL LICENSE (Not to exceed 7 days) Starting 03/10/05 Ending 03/12/05 (Must be filed 25 days before event)

Special Terms and Conditions for Special Retail Licenses/Special Events Retail Licenses

ALCOHOL SERVICE WILL BE CONTAINED TO THE INSIDE OF THE BUILDING. (NO TO GO DRINKS)

CONSUMERS WILL PURCHASE TICKETS AND THOSE TICKETS WILL BE EXCHANGED FOR DRINKS TO INCLUDE BEER, WINE AND MIXED DRINKS.

I, undersigned, agree, if a Special Retail or Special Events Retail license is issued as herein above applied for, to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated above.

Signature of applicant

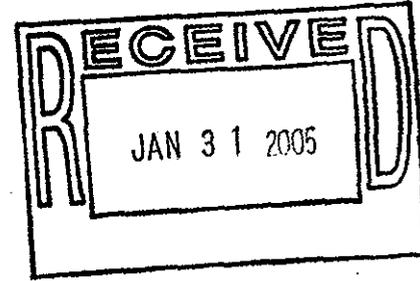
Barbara J. [Signature]

MILLER, HAMILTON, SNIDER & ODOM, L.L.C.

ATTORNEYS AND COUNSELLORS AT LAW

505 20TH STREET NORTH
SUITE 1200 - FINANCIAL CENTER
BIRMINGHAM, AL 35203
(205) 226-5200
TELECOPIER (205) 226-5226

MAILED
1-31-05



January 25, 2005

VIA FIRST-CLASS MAIL

The City of Daphne, Alabama
c/o Honorable Fred Small
P. O. Drawer 400
Daphne, AL 36526

Dear Mayor Small:

This letter confirms our understanding of this firm's undertaking to represent the City of Daphne as its special counsel in connection with the proposed 140 acre commercial park in the City of Daphne, Alabama put forth by Aronov Realty Company and Malbis TIC (together the "Developers"). We understand that the proposal involves negotiation with the Developers of a financing plan and the details of the transaction. A part of the negotiation will be preparing and executing a Memorandum of Understanding with the Developers. We further understand that this representation will involve the review of all documents on behalf of the City related to the above referenced transaction and assisting the City in dealing with legal issues and negotiation relating to the Memorandum of Understanding and proposed financing. We understand that our representation will be solely on behalf of the City of Daphne. We will, however, negotiate with the Developer to have the Developer reimburse the City for our fees. If as discussed below, we serve as bond counsel for the City in a tax-exempt bond issue, our fee as bond counsel will be paid from the proceeds of the bond issue.

My partner Lee Martin, who is based in our Birmingham office, will be the lawyer primarily responsible for your legal work at this firm. The contact information for our Birmingham office is as follows:

505 20th Street, North, Suite 1200
Financial Center
Birmingham, AL 35203
Lee Martin's Direct Line (205) 226-5215
Facsimile (205) 226-5226

MILLER, HAMILTON, SNIDER & ODOM, L.L.C.

Hon. Fred Small
January 25, 2005
Page 2

Other firm personnel, including Brian Cash (direct line (205) 226-5211) may assist Lee as needed. It is our policy to provide the highest quality work at the lowest possible cost. Therefore, work may be delegated to other lawyers and legal assistants in this office, where possible and appropriate, in order to control costs without affecting the quality of our work, and to take advantage of the varied experience and expertise of my colleagues.

Bills will include a description of services provided and the date they were provided. We will bill according to the number of hours for which work has been performed at our hourly rates, which presently range from \$195.00 to \$225.00, depending upon the individual lawyers performing the work. During the pendency of this matter, if our rates increase as a result of a firm-wide rate increase, you will be notified of such change. Mr. Cash's rate is \$195.00, and Mr. Martin's rate is \$225.00.

You will be billed monthly for services and disbursements incurred on your behalf. Bills are due and payable upon receipt. Prompt billing and payment of bills are important factors in controlling the cost of our services.

It is presently estimated that the City will issue \$10,000,000 in tax-exempt bonds to finance the development. We estimate that our fixed fee for serving as bond counsel for such an issue would be \$40,000.

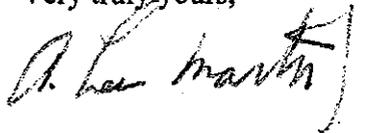
We will also bill for expenses incurred by us, such as charges for long distance telephone calls, photocopies, extraordinary postage, freight and other transportation services, secretarial overtime and fees paid on your behalf. Should questions arise about our bills to you, please call me.

If any part of this letter is inconsistent with your understanding of our agreed arrangement, please inform me immediately. Otherwise, please sign and return the enclosed duplicate original of this letter.

On behalf of our firm, thank you for choosing us to assist you. We look forward to a successful and mutually productive relationship with you.

With kindest personal regards, I remain

Very truly yours,

A handwritten signature in cursive script, appearing to read "A. Lee Martin".

FOR THE FIRM

MILLER, HAMILTON, SNIDER & ODOM, L.L.C.

Hon. Fred Small
January 25, 2005
Page 3

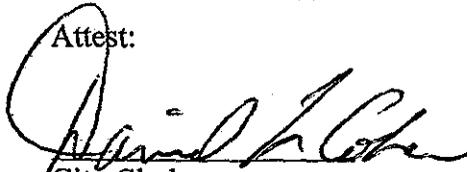
Agreed:

THE CITY OF DAPHNE, ALABAMA



Mayor

Attest:



City Clerk

[SEAL]

RESOLUTION 2005-12

**A Resolution Authorizing the Update of
Volunteer Firefighter and Rescue Squad Rosters:
Workers Compensation Insurance**

WHEREAS, the Daphne Volunteer Fire Department and Rescue Squad provide valuable services to the City of Daphne by performing firefighting and rescue activities; and

WHEREAS, the Daphne Volunteer Fire Department and Rescue Squad are included in the City of Daphne's Workers Compensation Insurance Policy; and

WHEREAS, Millennium Risk Managers, as the City's Workers Compensation Insurance carrier, requires a council approved roster of said volunteers; and

WHEREAS, the City of Daphne wishes to update the roster of Volunteer Firefighters and Rescue Squad.

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved by the City Council of the City of Daphne that the attached Volunteer Fire Department and Rescue Squad rosters be forwarded to Millennium Risk Managers.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2005.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk

CITY OF DAPHNE
EMPLOYEE INFORMATION SHEET

NAME
VOLUNTEER FIRE & RESCUE
BERTAGNOLLI JR, TOMMY
DAVIS , ALLEN
ESLAVA JR., KEN
HALL, JR JOSEPH
KOSEK, MIKE
SMITH, CHAD
CUNNINGHAM, JR, RICHARD
CHAMPION, RONNY
SAMRY, STEVE
CHARRIER, JOHNNY
JAMES, ROGER W.
BARNETTE, SHAWN
BELLUE, ED
BURNS, TONY
DEKLE, BRIAN A.
DOUGLAS, DONALD D.
FALKENBERRY THOMAS A.
FOWLER, JOHN A.
FLYNN, DAVID
GRAY, CHRIS
MCCARLEY, MELVIN
BYRD, JOSEPH J.
OWENS, CHARLIE
SAGER, MICHAEL
STRASSER, PAUL A.
TRIBECK, KEVIN
COPPAGE, ZACHARY
TAYLOR, JOSEPH

RESOLUTION 2005-13

Natural Resources Conservation Services Grant:

Bryant's Gulley
Worcester Drive

WHEREAS, the City of Daphne did heretofore submit an application for financial assistance to the United States Department of Agriculture Natural Resources Conservation Service for certain drainage projects; and

WHEREAS, the City of Daphne has received notification from the United States Department of Agriculture that it has been approved for a Natural Resources Conservation Service Grant in the amount of \$ 168,500 for drainage projects at Bryant's Gulley and Worcester Drive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne, Alabama, that the Mayor and City Clerk are hereby authorized to execute the Project Agreement attached hereto and made a part hereof for drainage improvements totaling \$ 168,500 at the above locations.

APPROVED AND ADOPTED BY THE CITY COUNCIL, CITY OF DAPHNE, ALABAMA on this _____ day of _____, 2005.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk



1504-C, Highway 31, South Bay Minette, Alabama 36507
(251) 937-3297 ext 3 FAX (251) 580-0026

January 20, 2005

Mr. Fred Small, Mayor
City of Daphne
P.O. Box 400
Daphne, Alabama 36526

Dear Mayor Small:

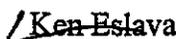
The City of Daphne requested assistance from the Emergency Watershed Protection (EWP) program for damages from Hurricane Ivan. There were two sites approved for an amount of \$168,500.

Attached are three copies of Project Agreement. Please put these on your agenda for approval at your next meeting. All three copies of Project Agreement will need to be signed and returned to me. I will return a copy when our State Conservationist signs agreement. Please do not date the front page of agreement; this will be dated when our State Conservationist signs agreement. We also need your attorney to sign and return the "Assurances Relating to Real Property Acquisition".

The Natural Resources Conservation Service pays 100% of cost of repairs and City is responsible for securing easements and the engineering design.

Please call if you have any questions.


Larry Morris
District Conservationist

Cc: Scott Hutchinson
 Ken Eslava

United States Department of Agriculture



Natural Resources Conservation Service
P.O. Box 311, 3381 Skyway Drive
Auburn, Alabama 36830

January 12, 2005

Larry Morris, District Conservationist
1504-C Highway 31, South
Bay Minette, Alabama 36507

Dear Mr. Morris:

The City of Daphne's request for financial assistance through our Emergency Watershed Protection (EWP) Program has been approved in the amount of \$168,500.00. These funds will be used to address problems identified in the Damage Survey Report (DSR) DAP090401 and DAP090402.

Since the EWP site was considered a non-exigency site, construction must be completed within 200 calendar days after execution of the agreement and receipt of the Notice to Proceed.

Three copies of the Cooperative Agreement are enclosed for signature by the authorized representatives for the Sponsor. Once executed, **all copies, including the completed Attachments and two page completed Assurances Relating to Real Property Acquisition form** as applicable, should be returned to my attention for signature by the State Conservationist. Two fully executed originals will be returned to your attention, one for the city and one for your record.

A handwritten signature in cursive script that reads "Lynn Thomas".

LYNN THOMAS
Contracting Officer

Enclosures

AGREEMENT NO.: 69-4101-5-_____
STATE: ALABAMA
COUNTY/CITY: CITY OF DAPHNE

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
EMERGENCY WATERSHED PROTECTION PROGRAM

IN-KIND CONTRIBUTION, COOPERATIVE AGREEMENT,
AND OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2005, by
and between the City of Daphne, called the Sponsor; and the Natural Resources Conservation
Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed
Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334,
NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that
cause a sudden impairment of a watershed and

WHEREAS, the Sponsor and NRCS agree to a plan which provides for restoration of certain
works of improvement referenced in Section A.

NOW THEREFORE, in consideration of the premises and of the several promises to be
faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as
follows:

- A. IT IS AGREED that the following described work is to be constructed at a total estimated
cost of \$168,500.00.

EVENT: HURRICANE IVAN

<u>DSR NUMBER</u>	<u>DESCRIPTION OF WORK</u>	<u>ESTIMATED COST</u>
DAP090401	Remove, dispose of trees, fill	\$ 20,000
DAP090402	Shape, add fill	\$ 148,500
Total		\$ 168,500

- B. THE SPONSOR WILL:

1. Contract for construction of the works of improvement described in Section A and
provide for their completion within 200 days from the time that this agreement is
executed and a notice to proceed is received. The Sponsor will provide NRCS a
copy of each solicitation (Invitation for Bids, Request for Quotations, etc.), bid
abstract, and awarded contract.

2. Provide In-Kind contribution of design, construction, inspection, and contract administration. The value of the in-kind contribution is estimated to be 25 percent of the estimated construction cost.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Section A.
4. Provide certification (sign NRCS-ADS-78 – Attachment A) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement.
5. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any monies due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
6. Comply with the requirements of the provisions included in Attachment B to this agreement. If applicable, complete the attached "Clean Air and Water Certification" and other required certifications as appropriate.
7. Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement (Attachment C).
8. If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
9. Arrange for and conduct final inspection of the works of improvement. A Professional Engineer registered in the State of Alabama furnished by the Sponsor shall certify that the project was installed in accordance with contractual requirements.
10. Upon completion of the work from the Contractor(s) assume responsibility for operation and maintenance of the works of improvement installed. Operation and maintenance is required as follows:
 - (a) For placement of riprap and stream debris removal measures (non-structural), sponsor will not allow HURRICANE IVAN material to be re-deposited into improved areas for a period of one year after completion of installation of the works of improvement.

- (b) For measures other than placement of riprap and stream debris removal (structural), the Sponsor will provide a written Operation and Maintenance Agreement and Plan prior to solicitation for the installation of the works of improvement.
- 11. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Alabama and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.
- 12. Administer their action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-128, and other rules referenced in 7-CFR 3015.
- 13. Comply with the nondiscrimination provisions of the Equal Opportunity Clause and the Notice to Contracting Local organizations of the Requirement for Certifications of Non-Segregated Facilities clause, Form NRCS-ADS-818, attached hereto.
- 14. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles. The construction plans for measures other than stream debris removal and disposal shall be reviewed and approved by a Professional Engineer registered in the State of Alabama prior to submittal to NRCS.
- 15. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement.
- 16. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
- 17. Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
- 18. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

C. NRCS WILL:

- 1. Provide 100 percent of the cost of constructing the works of improvement. The estimated cost to NRCS is \$168,500.
- 2. Not be substantially involved with the technical or contractual administration of

this agreement, but will provide advice and counsel as needed.

3. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.
4. Upon notification of the completion of construction, NRCS shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
5. Designate an individual to serve as liaison officer between the NRCS and the Sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to review and approve specifications and drawings for DSRs that include structural measures, assist in the final inspection of the contract, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings, and review the SF-270 and supporting documents, approve, sign, and submit the SF-270 and supporting documents to NRCS for reimbursement to the Sponsor. The point of contact for other administrative issues is the District Conservationist.

D. IT IS MUTUALLY AGREED:

1. That the costs incurred by the Sponsor for surveys, design, inspection, and contract administration will be equal to no less than 25 percent of the estimated construction cost.
2. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
3. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled.
4. That each party shall review and approve construction plans as identified in Sections B.14 and C.5 of this agreement.
5. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
6. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. The NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date.

Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.

8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
9. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations and policies.

E. APPROVED:

CITY OF DAPHNE

By: _____

Title: _____

Date: _____

This action is authorized at an official meeting of the

_____ on the _____ day of _____
2005 at _____,
State of Alabama.

(Signature)

Date: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: STATE CONSERVATIONIST

Date: _____

Ordinance 2005-05

**Declaration of Emergency & Appropriation of Funds:
May Day Park Concrete Panels**

WHEREAS, the May Day Park pier requires immediate maintenance due to the failure of pre-stressed concrete panels; and

WHEREAS, if the repairs are not made immediately, the City of Daphne will have to close the pier to public access due to safety concerns; and

WHEREAS, the City of Daphne has requested quotes for pre-stressed concrete panels.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the repairs at May Day Pier are hereby declared to be an emergency and an appropriation in the amount of \$ 12,535 is hereby approved for such repairs.

APPROVED AND ADOPTED by the City Council of the City of Daphne this ____ day of _____, 2005.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk

MEMORANDUM

CITY of DAPHNE...DIVISION OF PUBLIC WORKS

**To: Kim Briley, Finance Director
Finance Committee**

** not FEMA reimbursable,
failure due to age
of panels*

**From: Ken Eslava, Director
Public Works & Maintenance**

Date: January 19, 2005

Re: Emergency Repairs...Mayday Pier

I have requested quotations from three(3) vendors on furnishing replacement pre-cast concrete ramps for the Mayday Pier here in Daphne. Please be advised that this repair needs to be performed immediately! The existing pre-stressed concrete panels have failed and are nearly at the point of having to close the pier until repairs are complete.

The quotations from the three vendors are as follows:

**Madison Materials(Ridgeland, Ms.).....no quote(do not have forms)
Southern Pre-Stress(Pensacola, Fla.)...no quote(do not have forms)
Pre-Cast Concrete Systems(Birmingham, Al.).....\$12,535.00**

Therefore, it is my recommendation that we award the contract to Pre-Cast Concrete Systems of Birmingham, Alabama to construct & deliver three new pre-cast concrete panels, including furnishing of shop drawings and calculations, as well as delivery to the jobsite at the Mayday Pier here in Daphne for the amount of \$12,535.00.

I have attached all three Requests for Quotation sent to the three vendors as referenced above, as well as the single quote received from Pre-Cast Concrete Systems. I will be at the Finance Committee meeting to provide pictures of damaged concrete panels if verification is required.

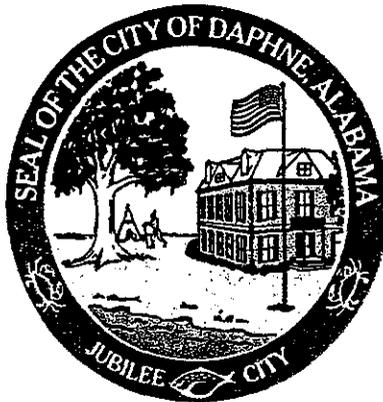
Thanks for your help!!!!

Fred Small
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

Ken Eslava, Jr.
Director of Public Works



Bailey Yelding, Jr.
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Greg W. Burnam
District 4

Ronald Scott
District 5

Regina Landry
District 6

August Palumbo
District 7

November 1, 2004

**Mr. Matt DeVoss
Madison Materials
122 West Moon Street
Ridgeland, Ms. 39157**

Re: Pre-Stress Panels for Mayday Pier, Daphne

Dear Mr. DeVoss,

Please find enclosed a drawing of the pre-stress concrete panels required for our pier here in Daphne, Alabama. As the drawing shows, there will be three panels required @ 4'-0" wide by 29'-9 1/2" long each.

Once in place, these three(3) panels comprise the pedestrian walkway which leads up onto Mayday Pier, and will be installed at an approach angle as shown in Side View shown in the upper left hand corner of Drawing # 255-S1.

Please furnish a firm quotation to fabricate & deliver these three(3) panels to the site here in Daphne, Alabama. You may deliver your quote either by U.S. Mail to the following address: City of Daphne Public Works Division, 26435 Public Works Road, Daphne, Al. 36526...Attn: Ken Eslava, or you may fax your quote to my attention @(251)621-3189.

Please complete this request no later than Friday, November 12, 2004, and I look forward to hearing from you.

On Behalf of the City of Daphne, I Am Sincerely

**Ken Eslava, Director
Divisions of Public Works & Maintenance**

*11/3/05
Madison does not have a
form for the cross-section
we have requested.
He will call me 1/4/05 w/
alternate module.*

Fred Small
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director-Treasurer

Ken Eslava, Jr.
Director of Public Works



Bailey Yelding, Jr.
District 1

Cathy Barnett
District 2

John L. Lake
District 3

Greg W. Burnam
District 4

Ronald Seon
District 5

Regina Landry
District 6

August Palumbo
District 7

November 1, 2004

Mr. Mike Majors
Southern Pre-Stress Concrete
128 Airport Blvd.
Pensacola, Fla. 32503

Re: Pre-Stress Panels for Mayday Pier, Daphne

Dear Mr. Majors,

Please find enclosed a drawing of the pre-stress concrete panels required for our pier here in Daphne, Alabama. As the drawing shows, there will be three panels required @ 4'-0" wide by 29'-9 1/2" long each.

Once in place, these three(3) panels comprise the pedestrian walkway which leads up onto Mayday Pier, and will be installed at an approach angle as shown in Side View shown in the upper left hand corner of Drawing # 255-S1.

Please furnish a firm quotation to fabricate & deliver these three(3) panels to the site here in Daphne, Alabama. You may deliver your quote either by U.S. Mail to the following address: City of Daphne Public Works Division, 26435 Public Works Road, Daphne, Al. 36526...Attn: Ken Eslava, or you may fax your quote to my attention @(251)621-3189.

Please complete this request no later than Friday, November 12, 2004, and I look forward to hearing from you.

On Behalf of the City of Daphne, I Am Sincerely

Ken Eslava, Director
Divisions of Public Works & Maintenance

PUBLIC WORKS DEPARTMENT
26435 PUBLIC WORKS RD • P.O. BOX 400 • DAPHNE, ALABAMA 36526
TELEPHONE (251) 621-3182 • FAX (251) 621-3189
E-MAIL : daphnepw@bellsouth.net

11/3/05
Spoke w/ Mike
Majors today and he
does not have the
required forms -
no quote.

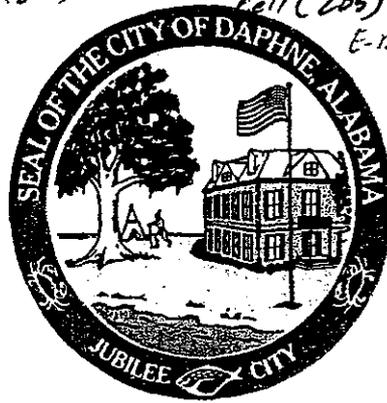
cell (205) 612-1097
E-MAIL TSNOW@cityofdapne.com

Fred Small
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

Ken Eslava, Jr.
Director of Public Works



Bailey Yelding, Jr.
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Greg W. Burnam
District 4

Ronald Scott
District 5

Regina Landry
District 6

August Palumbo
District 7

November 1, 2004

Mr. Lee Burch
Pre-Cast Concrete Systems, Inc.
P.O. Box 660040
Birmingham, Al. 35266

Sherman INT'L. PRE-STRESSED CONG.

Re: Pre-Stress Panels for Mayday Pier, Daphne

Dear Mr. Burch,

Please find enclosed a drawing of the pre-stress concrete panels required for our pier here in Daphne, Alabama. As the drawing shows, there will be three panels required @ 4'-0" wide by 29'-9 1/2" long each.

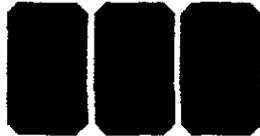
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On Behalf of the City of Daphne, I Am Sincerely

Ken Eslava, Director
Divisions of Public Works & Maintenance



PRECAST CONCRETE SYSTEMS INC.

QUOTATION

Mr. Ken Eslava, Director
City of Daphne
Public Works Department
26435 Public Works Road
Daphne, Alabama 36526

BID DATE: January 6, 2005
PROJECT: Mayday Pier Restoration
Daphne, Alabama

FAX: (251) 621-3189

Dear Ken:

We are pleased to quote the following prices on PRECAST/PRESTRESSED CONCRETE PRODUCTS for the above-referenced project:

<u>IDENTIFICATION</u>	<u>PIECES</u>	<u>QUANTITY</u>
4' wide x 16" deep x 30' long Double Tees	3 each	89.37 L.F.

TOTAL OF ABOVE ----- \$ 12,535.00

INCLUDES:

1. Precast material.
2. Freight to job site.
3. All imbeds required in precast units, galvanized.
4. Engineered shop drawings and calculations of above materials.

EXCLUDES:

1. Sales and Use Tax.
2. Unloading and Erection.
3. Loose items, shims, etc., required for erection.
4. Grout.
5. Caulking

This quote is based on the following:

1. Prices on this quote are based on the quantities shown above. Design changes or value engineering proposals that affect these quantities must be mutually agreed upon in writing by seller and the purchaser.
2. Prices are FOB plant with truck freight allowed for the direct delivery of product to the job site for prompt unloading. Purchaser to provide level and stabilized access to and around site for safe operation of heavily loaded trucks under their own power.
3. Use of standard run gray cement and standard aggregates in all precast products for structural gray concrete.
4. It is understood that this manufacture will be performed in first available capacity (as indicated in time of bid).
5. Cross section of tees to be as shown on sketch attached.
6. Detail B/S1 must be modified as shown on sketch attached.

TERMS:

Subject to credit approval, invoices to be made for work performed each thirty (30) days. Invoice for engineering to be at time of submitting shop drawings. Invoices for materials produced to be thirty (30) days after manufacture or at time of shipment, whichever is sooner. Payments to be net 30 days. 1 ½% service charge per month for late payment. This proposal to become a part of any purchase agreement.

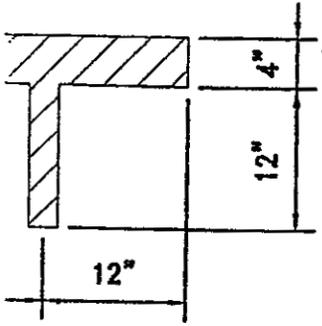
PRECAST CONCRETE SYSTEMS, INC.

BY: 
Lee T. Burch

ACCEPTANCE

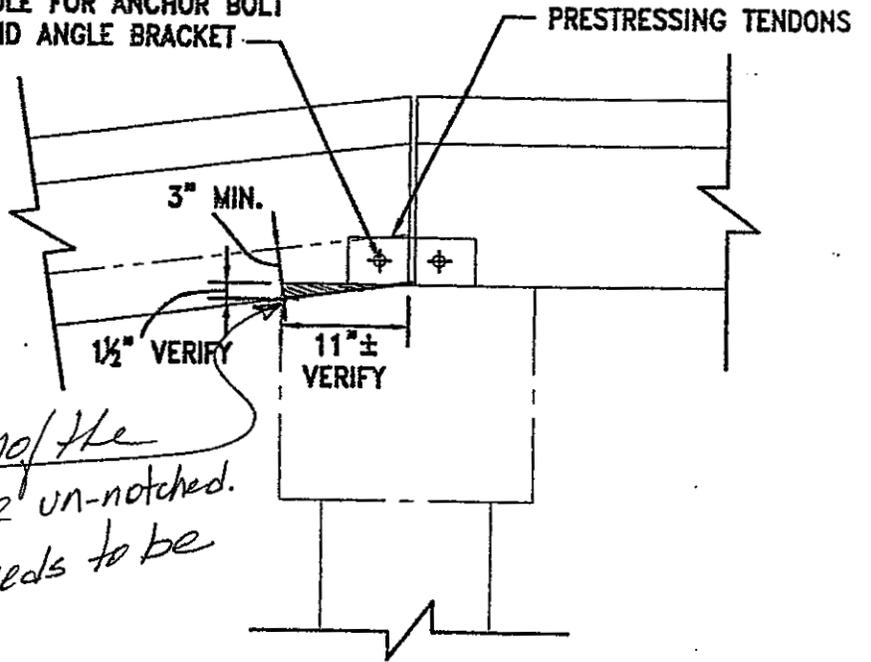
By: _____

Title: _____ Date _____



4' CAL

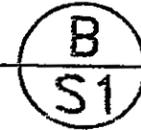
VERIFY LOCATION OF 3/4"Ø HOLE FOR ANCHOR BOLT AND ANGLE BRACKET



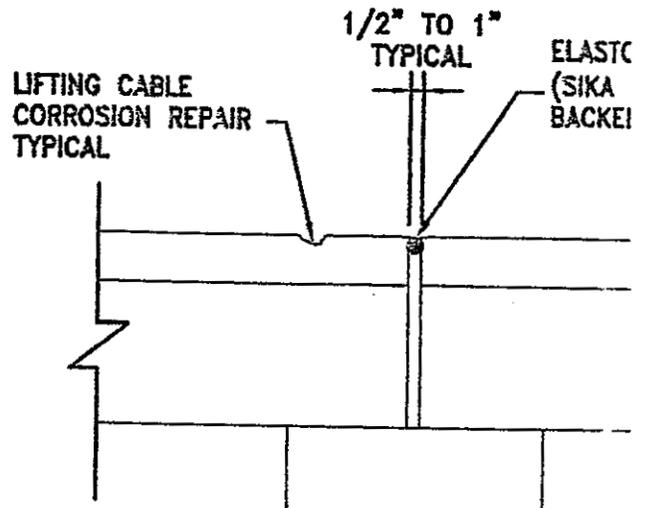
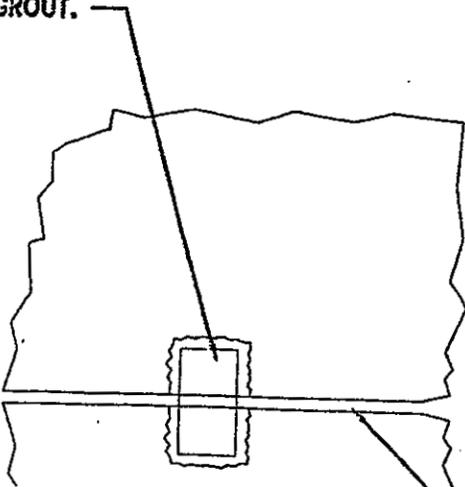
*The bottom of the
PI must be un-notched.
Pier cap needs to be
modified.*

DETAIL

3/4" = 1'-0"



ON STEEL
: HAMMER
WITH FIVE
ENTITIOUS
GROUT.





PRECAST CONCRETE SYSTEMS INC.

PELHAM, ALABAMA (205) 664-7096
FAX (205) 663-4459

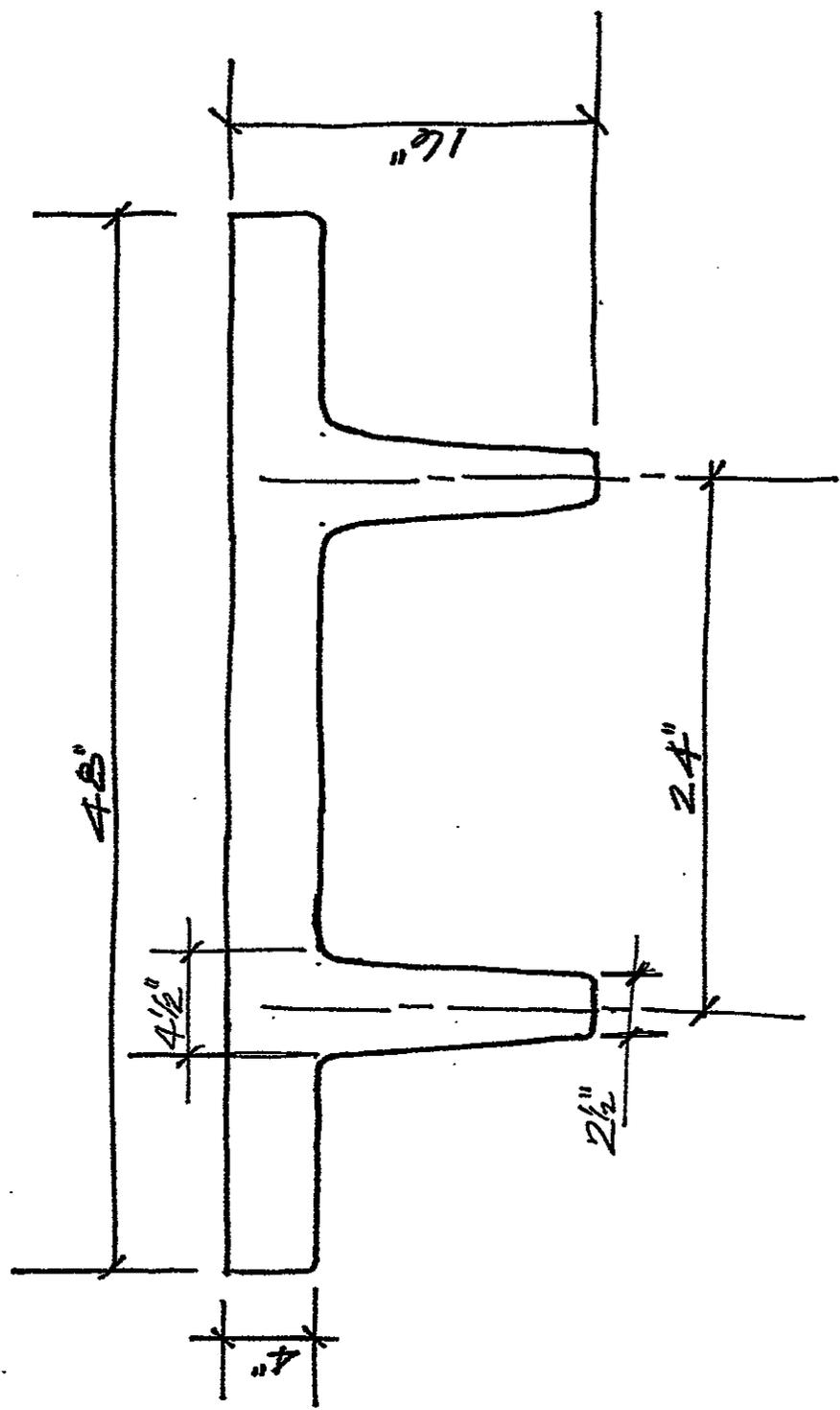
Project

City of Daphne
Mayday Pier Rest.

Date 1-5-08

Drawn By LTB

Sheet 1 Of 1



4DT16

LEASE AGREEMENT

THIS LEASE is made as of the _____ day of _____ 2005, between The City Of Daphne ("Lessor"), and Chason Properties ("Lessee"). The parties agree as follows:

1. **DESCRIPTION.** Lessor hereby leases unto the Lessee the following described real property (the "Premises") in Baldwin County, Alabama:

Lessor's building on 26051 Equity Drive, Baldwin County, Alabama, the location and approximate dimensions of such suite and floor plan are shown on Exhibit "A".

Lessee shall have the non-exclusive right to use the parking and drive areas of the Lot on which the building is located; such usage shall be subject to such reasonable rules and regulations as Lessor shall, from time to time, promulgate to provide for the orderly operation of the building and the other occupants thereof.

2. **TERM**

(A) This Lease is to begin on April 1, 2005 and end on March 31, 2007. The lease amount of \$2,500 will be due on April 1, 2005.

3. **PERMITTED USE.** Lessee shall use the Premises for City of Daphne Administrative Offices only, and in no event shall Lessee use the Premises for any purpose, which would violate the local zoning laws, any other applicable ordinances, laws or regulations or the Declaration of Protective Covenants for Austin Place Commercial Park (the "Declaration").

4. **RENT AND SECURITY DEPOSIT.**

(A) Without setoff or prior demand, Lessee shall to pay Lessor as rent for the Premises the sum of \$60,000.00, payable in twelve (24) consecutive monthly installments of \$2,500.00 each. The first rental installment shall be paid April 1, 2005. If the term commences on a day other than the first day of a month, then the rental installment for the partial month preceding the first full month shall be prorated and paid upon commencement of the term. All other installments shall be due and payable and received by Lessor not later than the first (1st) day of the month for which the installment is payable.

(B) In addition to prepayment of the first (1st) rental installment, Lessee has previously deposited with Lessor the sum of \$00.00 ("the Security Deposit"). The Security Deposit shall be held by Lessor, as security for the faithful performance by Lessee of all terms of this Lease to be observed and performed by Lessee. If any of the rents or other sums payable by Lessee under this Lease shall be overdue and unpaid, or if Lessor makes payments on behalf of Lessee, or if Lessee shall fail to perform any of the terms of this Lease, then Lessor may, at its option and without prejudice to any other remedy which Lessor may have on account thereof, appropriate and apply said entire Security Deposit, or so much thereof as may be necessary to compensate Lessor toward the payment of rent or additional rent and any loss or damage sustained by Lessor due to such breach on the part of Lessee, and Lessee shall forthwith upon demand restore said Security Deposit to the original sum deposited. If Lessee complies with all of the terms and pays all of the rents and other sums payable by Lessee to Lessor or otherwise under the Lease as they fall due and shall otherwise comply with all of the other terms of this Lease, said Security Deposit shall be returned in full to Lessee upon the expiration of the Lease and Lessee's delivery of possession of the Premises to Lessor. In the event of bankruptcy or other creditor-debtor proceedings against Lessee, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due Lessor for all periods prior to the filing of such proceeding.

5. **LATE CHARGE.** In addition to all other payments provided for in this Lease, Lessee shall be assessed with and shall pay a late charge of \$100.00 for each rental installment which is delinquent for ten (10) days or more. Further, the Lessee shall pay interest on any amount which is delinquent by more than ten (10) days at a rate of 12% per year from the date due until paid.

6. **ALTERATIONS.** Lessee will make no alterations in or to the Premises without the written consent of the Lessor.

7. **ADDITIONAL LESSEE'S DUTIES.** Lessee shall maintain the Premises in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters provided by Lessee and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the Premises. Lessee will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect to any electrical, plumbing (above or below ground) and other mechanical installation and/or systems in the Premises, other than the heating and air-conditioning system. Lessee shall be responsible for the payment for its telephone service, and any other or similar services obtained by Lessee; provided, however, Lessee shall be responsible for payment for public water, and sanitary sewer services.

8. **LESSOR RELEASED.** Lessor shall not be liable for any loss or damage to Lessee's property caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, closets or plumbing, or any of them, nor shall Lessor be liable for any damage to any of Lessee's property on the Premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

9. **ORDINANCES; NUISANCES; SUBDIVISION COVENANTS/ENVIRONMENTAL:** .

- (a) Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the building and premises hereby let, and the streets and highways bounding the same are concerned, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of the Premises at all times. Lessee shall not conduct or permit any activity on the Premises which will result in the emission of loud noises or offensive odors so as to disturb adjacent Lessees or property owners. Lessee will take no action which violates the terms of the Declaration of Protective Covenants of Austin Place Commercial Park.
- (b) Lessee shall not cause or allow within the Premises or any part of the common area the escape, disposal, release, generation, storage, or use of any hazardous substances. Hazardous substances shall include, without limitation, those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and/or under any applicable state or local laws and related regulations. Lessee shall indemnify and save Lessor and the holder of any mortgage and/or the beneficiary of any deed of trust harmless from and against any and all clean-up costs, remedial or restoration work, claims, judgments, damages, penalties, fees, or costs, which arise during or after the Term of this Lease as a result of Lessee's violation or failure to observe any of the covenants contained in this paragraph or arising out of any condition of environmental contamination attributable to the acts or omissions of Lessee, its agents, or employees or invitees.

10. **DEFAULT.** Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the option of the Lessors to: (1) annul and terminate this Lease, and thereupon re-enter and take possession of the Premises; or (2), re-enter and re-let the Premises from time to time, as agents of the Lessee, and such re-entry and/or re-letting shall not discharge the Lessee from liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this Lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event. Nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefore at any time after default.

- (a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder.
- (b) In the event Lessee removes, attempts to remove or permits to be removed from the Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.
- (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on the Premises, or upon the interest of the Lessee in this Lease.
- (d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.
- (e) In the event an assignment for the benefit of creditors is made by the Lessee.
- (f) In the event of the appointment of a Receiver of Lessee's property.
- (g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates the Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use the Premises for the purposes herein specified.
- (h) In the event that Lessee shall cause or allow a mechanics' and

materialmen's lien to accrue against the Premises.

- (i) In the event the Lessee violates any of the other terms, conditions, or covenants on the part of the Lessee herein contained.

11. **ACCELERATION.** Upon default, breach of condition, or upon the termination of this Lease or re-entry upon the Premises for any one or more of the causes set forth above, or upon any termination of this Lease or re-entry of the Premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under provisions hereof shall be and become immediately due and payable and without regard whether or not possession of the Premises shall have been surrendered to or taken by the Lessor.

12. **IMPROVEMENTS.** All improvements and additions to the Premises shall adhere to the Premises, and become the property of the Lessor, with the exception of such additions as are usually classified as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee prior to the expiration of this Lease, provided all terms, conditions and covenants of this Lease have been complied with by the Lessee and said Lessee restores the Premises to its original condition, natural wear and tear, excepted.

13. **FIRE/WIND AND OTHER CASUALTIES.** If the Premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause, without fault of the Lessee, then, and in that event, the Lessor shall have the option, within ninety (90) days from the time such damage shall have occurred, to elect whether the Lessor shall or shall not repair and restore said building to its original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from the time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed. If the damage renders the Premises untenantable for the Permitted Use and Lessor chooses not to repair the damage, this Lease shall be terminated. However, if the damage does not cause the Premises to be untenantable and Lessor chooses to repair the damage, this Lease shall continue in full force and effect.

14. **NOTICES.** Except under those circumstances where it is requisite that notice be given to the Lessee at the Premises; any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein stated as follows:

TO LESSOR:

Daphne, Alabama, 36526

TO LESSEE:

Larry E. Chason
P.O. Box 3102
Daphne, AL 36526

or to such other address as the parties hereto may at any time, and from time to time, designate in writing. In all events, any notice from Lessor delivered to the Premises shall be deemed sufficient notice to Lessee.

15. **SIGNS, ETC.** The Lessee shall not display or erect, or cause to be painted or affixed to, the Premises (improvements and ground), and lettering, signs, advertisements, awnings, or other projections thereon, without prior the written consent of the Lessor. The Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require. Any such lettering or signage shall comply with the requirement of the Declaration.

16. **SURRENDER.** At the expiration of the tenancy herein created, Lessee shall surrender the Premises in the same condition of cleanliness, repair and sightliness as the Premises was in upon the commencement of business under this Lease unless meanwhile repaired or improved in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combination on locks, safes and vaults, if any, in the Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

17. **ATTORNEY'S FEE.** In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or for advice or service incident to the breach of any other condition of this Lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of the Lessee, located upon the Premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this Lease.

18. **INDEMNITY.** The Lessee will indemnify and save harmless the Lessor from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the Lessee.

The Lessee will indemnify, protect and save harmless the Lessor herein from any loss, cost, damage or expense caused by injuries to persons or property, while in, on or about the Premises; and any and all property of said Lessee which may be located or stored either in the Premises or the building of which the Premises form a part shall be at the sole risk of said Lessee.

19. **LIABILITY INSURANCE.** Lessee shall maintain at Lessee's expense public liability insurance covering the Premises and operations of Lessee having limits of liability of not less than \$1,000,000 combined single limit of liability. Such policy shall require that Lessor be given thirty (30) days advance notice in the event of cancellation or material change, name Lessor as joint or additional insureds as the Lessor's interest shall appear and Lessee shall furnish to Lessor a Certificate of Insurance as evidence of compliance with this requirement.

20. **LESSOR'S RIGHTS CUMULATIVE.** The failure of the Lessor to insist, in any one or more instances, upon a strict performance of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenants or option, but the same shall continue and remain in full force and effect. The receipt of the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

21. **SEVERABILITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22. **HOLDING OVER.** Should the Lessee continue to occupy the Premises after the expiration of said term or after a forfeiture incurred, then, except as otherwise provided for in this paragraph, the Lessee shall continue as a Lessee under the terms of this Lease (except as to duration) at twice the prior rental rate from year to year and each holding over period annually thereafter shall in like manner create and cause a similar extension of this Lease from year to year. PROVIDED, HOWEVER, that if the said Lessee continues to remain in the Premises after the expiration of the said term or after a forfeiture incurred, the Lessor, as any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing of his election to terminate the Lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten (10) days remain in said month, in which event, the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

23. **CONDITION.** Subject to substantial completion of Lessor's Work, Lessee accepts the Premises in the "AS IS" condition. Nothing herein contained shall be construed as a warranty that the Premises are in good condition and are fit or suitable for the purpose for which they are let. The Lessor has made no representation or promises with respect to said building or Premises except as herein expressly set forth.

24. **MAINTENANCE AND REPAIRS.** Lessor shall maintain the common area, including keeping the grass cut; Lessor shall cause any necessary repairs to be made to the air conditioning and heating system, the roof, and exterior walls of the building located on the Premises, excepting damage caused by Lessee's negligence. Lessor shall not be obligated to make any other repairs or do any other work on or about the Premises or to any of Lessee's equipment thereon.

Lessor reserves the right after reasonable notice and at any time to enter upon the Premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about the Premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings, as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by Lessee under this Lease, the Lessor may enter the Premises and make such repairs, replacements, and undertake such maintenance under the same conditions hereinabove set out, and the cost thereof shall be payable by the Lessee on demand, together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be secured as additional rent under the terms of this Lease.

25. **INSPECTION.** Lessor, or his agents, reserves the right to visit and inspect the Premises at all reasonable times, and to show the Premises to prospective Lessees and purchasers, and to display "For Sale" signs on said premises, and during the last six (6) months of this lease to display "For Rent" signs on the Premises.

26. **SUCCESSORS IN INTEREST.** Every provision hereof applicable to Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, executors, administrators, or personal representatives" as fully as if said quoted words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of the Lease, or subleasing of the Premises except on the

conditions here imposed.

27. **MORTGAGE.** This Lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the building, and to all advances made or hereafter made upon the security thereof. Lessee shall execute and deliver such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this Lease is subordinate to any such mortgage, or not, the Lessee's absolute right to quiet enjoyment of the Premises hereby shall be maintained so long as Lessee shall pay all rentals and perform all duties required by Lessee hereunder.

28. **CAPTIONS.** The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

29. **ASSIGNMENT SUB-LEASING.** Each and every transfer or assignment of this Lease by the Lessee or any interest therein or any sublease thereof, shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. If any such assignment or subletting is consented to, such consent shall not be deemed to release Lessee of its obligations under this Lease, including without limitation the obligation to pay the rental installments as and when the same shall become due. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this Lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

30. **ESTOPPEL CERTIFICATES:** Lessee agrees that it will, at any time, and from time to time, within ten (10) days following request, execute, acknowledge and deliver to Lessor, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other payments due hereunder from Lessee have been paid in advance, if any, and stating whether or not, to the best of the knowledge of Lessee, Lessee is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge.

IN WITNESS WHEREOF, Lessor and Lessee, by and through their respective duly authorized representatives, have hereunto set their hands and seals.

LESSOR:

By: _____
As: _____

LESSOR:

By: _____
As: _____

LESSEE:

By: _____
As: _____

WITNESS _____

CITY OF DAPHNE

RESOLUTION NO. 2005-07

TO HONOR SPECIALIST PAUL J. BUECHE

WHEREAS, Specialist Paul J. Bueche, a native of Baton Rouge, LA, and resident of Daphne, AL, died Tuesday, October 21, 2003 at the age of 19; and

WHEREAS, Specialist Bueche was a 2002 graduate of McGill-Toolen Catholic High School; and

WHEREAS, in September of 2001, while a senior in high school he joined the Alabama National Guard and was assigned to Company E, 131st Aviation Regiment, Birmingham, AL; and

WHEREAS, he was deployed to Balad, Iraq as a mechanic during "Operation Iraqi Freedom" and was fatally injured while changing a tire on a UH-60 Black Hawk helicopter which exploded; and

WHEREAS, Specialist Paul J. Bueche leaves to cherish his memories, loving and devoted parents, Emory Paul and Maria Bueche of Daphne, AL; twin sisters, Melissa and Jessica Bueche; paternal grandparents, Sidney and Doris Bueche; maternal grandparents, Jose M. and Ileana Alonso; uncles, aunts and cousins, and host of other relatives and friends.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, the Mayor and members of the Daphne City Council, do hereby extend, with personal sorrow, to the Bueche family our deepest sympathy and heartfelt condolences.

BE IT FUTHER RESOLVED, that the Mayor and City Council of Daphne dedicate the new pavilion at the gateway to Village Point Park Preserve to be named in honor of Specialist Paul J. Bueche as the "Paul J. Bueche Pavilion".

**APPROVED AND ADOPTED ON THE _____ DAY OF FEBRUARY,
2005.**

GREG BURNAM
COUNCIL PRESIDENT
Date & Time Signed: _____

FRED SMALL
MAYOR
Date & Time Signed: _____

ATTEST:

DAVID L. COHEN, MMC
CITY CLERK

**CITY OF DAPHNE
RESOLUTION NO: 2005-08**

**A RESOLUTION CONSENTING TO A PETITION FOR
ANNEXATION OF BELLATON SUBDIVISION
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA**

WHEREAS, the City Council of the City of Daphne, Alabama, has received a request for annexation of a noncontiguous parcel of real property into the City of Daphne by Country Club Development, LLC., for the real property commonly referred to as Bellaton Subdivision; and,

WHEREAS, the City Council of the City of Daphne, Alabama, has determined that the request for *noncontiguous annexation* was in accordance with City Ordinances duly considered by the Daphne Planning Commission at its January 27, 2005 regularly scheduled meeting where it voted unanimously to provide favorable recommendation to the Daphne City Council for the annexation of the referenced parcel of real property to be zoned R-3, high-density single-family residential; and,

WHEREAS, the City Council of the City of Daphne, Alabama, having considered the request, believes that the public health and welfare of the City require the annexation of the territory described in Exhibit "A" attached hereto, and that it is wise, expedient and economical for the annexation to be accomplished by the passage of a local law; and,

WHEREAS, a bill to incorporate the *noncontiguous territory* has been drafted and is attached hereto as Exhibit "B" and is incorporated herein by reference; and,

WHEREAS, all costs incurred for publication by the City will be satisfied by Country Club Development, LLC.;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Daphne, Alabama, that the City Council consents to the request for annexation of the referenced *noncontiguous territory* by a local law and, as such, the Mayor of the City of Daphne is directed to cause notice of the application for passage of such local law to be published for four (4) consecutive weeks in the newspaper published in the county; and,

BE IT FURTHER RESOLVED, by the City Council of the City of Daphne, Alabama, that the City Clerk prepare copies of the local bill for delivery to the local state legislative delegation, with certificate from the publisher reflecting the dates of publication, and that the costs of publishing have been paid.

APPROVED AND ADOPTED this _____ day of _____, 2005.

THE CITY OF DAPHNE, A Municipal Corporation

GREG BURNHAM
City Council President
Date & Time Signed: _____

FRED SMALL, MAYOR
Date & Time Signed: _____

ATTEST:

DAVID COHEN, CITY CLERK, MMC

2005-08

To: ~~Office of the City Clerk~~
From: William H. Eady, Sr.,
Director of Community
Development
Subject: Proposed Annexation of
Bellaton Subdivision by
Legislative Act
Date: January 28, 2005

MEMORANDUM

At the regular meeting of the City of Daphne Planning Commission, January 27, 2005, nine members were present and the vote was unanimous for the affirmative recommendation of the above-mentioned annexation review.

Upon receipt of said documentation, please place on the appropriate agenda for action by the City Council.

If you should have any questions, please do not hesitate to contact the undersigned.

Thank you,

WHE/jd

cc: Mayor Small
file

Supporting documentation to follow via mail.

STATE OF ALABAMA

COUNTY OF BALDWIN

PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA

(BELLATON SUBDIVISION)

The undersigned, COUNTRY CLUB DEV. L.L.C., files this petition with the Clerk of the City of Daphne requesting the property hereafter described commonly referred to as BELLATION SUBDIVISION to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

1. Description Of Property: The description of the property which Petitioner requests to be annexed into the City of Daphne is described in Exhibit "A" attached hereto and made a part of this Petition as if fully set out herein (the "Property").

2. Map Of Property: Attached hereto as Exhibit "B" and made a part of this Petition, is a map of the Property showing its relationship to the corporate limits of the municipality of the City of Daphne.

3. Owner: The Petitioner, COUNTRY CLUB DEV. L.L.C., is the owner of the Property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. Specific Conditions: This Petition is conditioned upon the adoption of an ordinance, which shall include specifically the conditions requested below upon annexing the said Property into the corporate limits of the City of Daphne. Please state the requested zoning, if other than R-1, or any other conditions which may apply upon annexation:

CONDITIONED UPON RECEIVING R-3, HIGH DENSITY SINGLE

FAMILY RESIDENTIAL ZONING CONSISTENT WITH EXISTING SETBACKS

5. **Code:** This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 20th day of JANUARY,
2005.

Respectfully submitted,

COUNTRY CLUB DEVELOPMENT, LLC

Name of Corporation

By: 

Its: MANAGER

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said State and County, hereby certify that ALBERT CORTE, III whose name as MANAGER of COUNTRY CLUB DEV. LLC, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily on the day same bears date.

GIVEN under my hand and official seal on this the 20th day of JANUARY, 2005.

 (NOTARY SEAL)
NOTARY PUBLIC

My commission expires: 4/2/2008

COUNTRY CLUB DEVELOPMENT, L.L.C.
ANNEXATION/LEGISLATIVE ACT

EXHIBIT "A"

LEGAL DESCRIPTION:

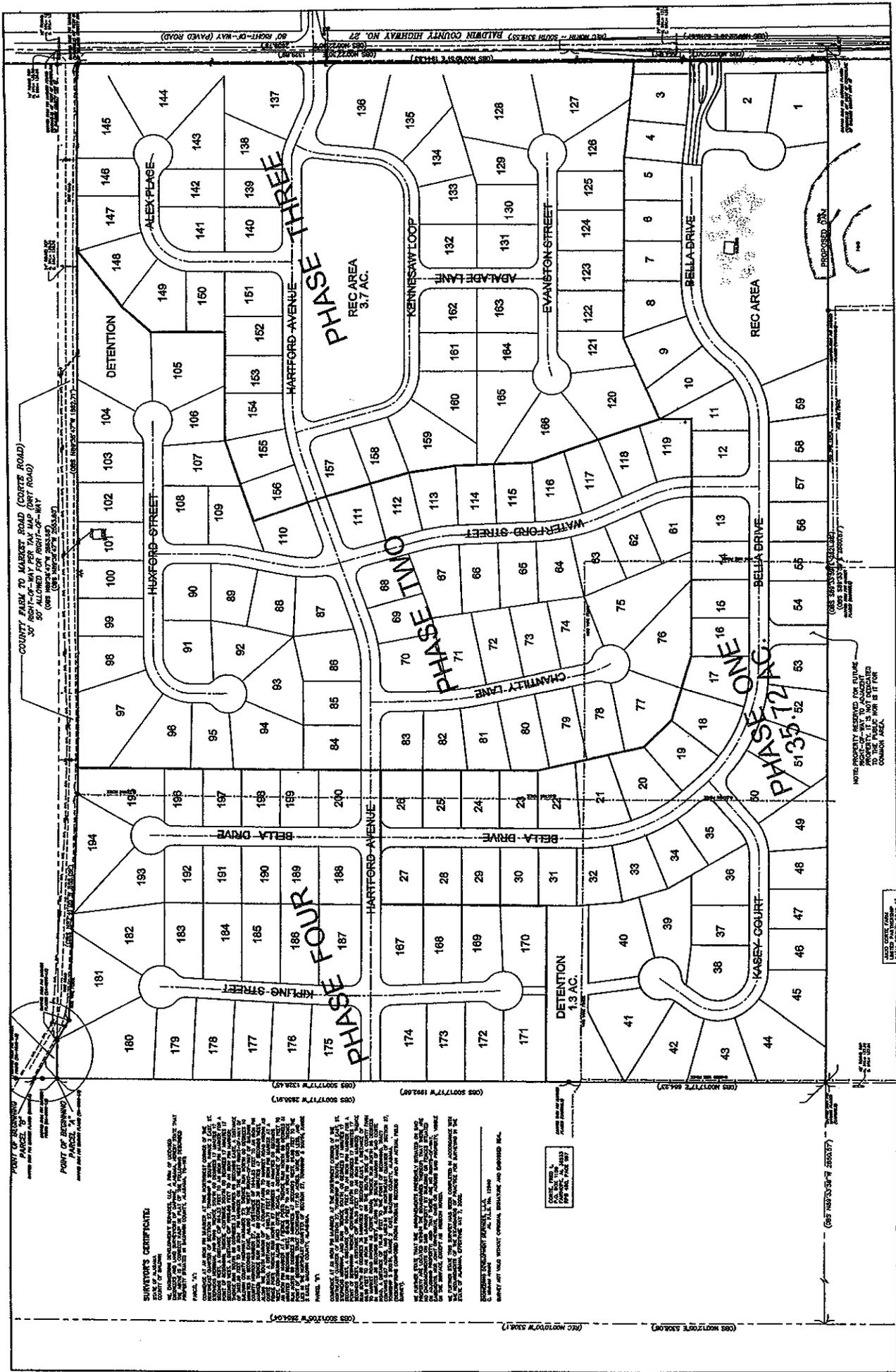
PARCEL "A":

COMMENCE AT AN IRON PIN MARKER AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN, AND RUN THENCE SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 664.23 FEET TO AN IRON PIN MARKER FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 1992.68 FEET TO AN IRON PIN MARKER; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 59 SECONDS EAST, A DISTANCE OF 2621.96 FEET TO AN IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY NUMBER 27; THENCE RUN NORTH 00 DEGREES 10 MINUTES 51 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY NUMBER 27, A DISTANCE OF 1944.83 FEET TO AN IRON PIN MARKER; THENCE RUN NORTH 89 DEGREES 36 MINUTES 47 SECONDS WEST, ALONG THE SOUTH MARGIN OF A COUNTY FARM TO MARKET ROAD KNOWN AS CORTE ROAD, A DISTANCE OF 1882.71 FEET TO AN IRON PIN MARKER AT A FENCE POST; THENCE RUN NORTH 87 DEGREES 41 MINUTES 05 SECONDS WEST, CONTINUING ALONG SAID CORTE ROAD, A DISTANCE OF 585.09 FEET TO AN IRON PIN MARKER AT A FENCE POST; THENCE RUN NORTH 58 DEGREES 51 MINUTES 38 SECONDS WEST, 59.28 FEET TO AN IRON PIN MARKER; THENCE RUN NORTH 89 DEGREES 36 MINUTES 47 SECONDS WEST, 99.98 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 117.20 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

PARCEL "B":

COMMENCE AT AN IRON PIN MARKER AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN, AND RUN THENCE SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 604.68 FEET TO AN IRON PIN MARKER FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 59.55 FEET TO AN IRON PIN MARKER; THENCE RUN SOUTH 89 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 99.98 FEET TO AN IRON PIN MARKER ON THE SOUTH SIDE OF A COUNTY FARM TO MARKET ROAD KNOWN AS CORTE ROAD; THENCE RUN NORTH 58 DEGREES 51 MINUTES 38 SECONDS WEST, ALONG THE SOUTH MARGIN OF SAID CORTE ROAD, A DISTANCE OF 116.46 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.07 ACRES, AND LIES IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA. (DESCRIPTIONS COMPOSED FROM PROBATE RECORDS AND AN ACTUAL FIELD SURVEY).

BELLATON SUBDIVISION



ANNEXATION BY LEGISLATIVE ACT
 COUNTRY CLUB DEV., L.L.C.
 BELLATON SUBDIVISION
 EXHIBIT "B"
 PROPOSED MASTER PLAN FOR SUBDIVISION (SKETCH ONLY)

**NOTICE OF INTENTION TO ENACT LOCAL ACT ANNEXING CERTAIN
TERRITORY INTO THE CITY OF DAPHNE, BALDWIN COUNTY, ALABAMA**

Notice is hereby given that no sooner than _____, 2005, the following local act will be introduced for passage by the Legislature of the State of Alabama, and upon such passage said local act will be presented to the Governor of the State of Alabama for approval:

To alter, rearrange and extend the boundary lines of the City of Daphne, Baldwin County, Alabama so as to include within the corporate limits of Daphne, Alabama certain other territory in Baldwin County, Alabama.

Be it enacted by the legislature of Alabama:

Section 1. The boundary lines of the City of Daphne, Baldwin County, Alabama, be, and the same are hereby altered, rearranged and extended so as to include all of the territory heretofore encompassed by the corporate limits of the City of Daphne, Alabama, and in addition thereto the following described territory, to-wit:

PARCEL "A":

COMMENCE AT AN IRON PIN MARKER AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN, AND RUN THENCE SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 664.23 FEET TO AN IRON PIN MARKER FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 1992.68 FEET TO AN IRON PIN MARKER; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 59 SECONDS EAST, A DISTANCE OF 2621.96 FEET TO AN IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY NUMBER 27; THENCE RUN NORTH 00 DEGREES 10 MINUTES 51 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY NUMBER 27, A DISTANCE OF 1944.83 FEET TO AN IRON PIN MARKER; THENCE RUN NORTH 89 DEGREES 36 MINUTES 47 SECONDS WEST, ALONG THE SOUTH MARGIN OF A COUNTY FARM TO MARKET ROAD KNOWN AS CORTE ROAD, A DISTANCE OF 1882.71 FEET TO AN IRON PIN MARKER AT A FENCE POST; THENCE RUN NORTH 87 DEGREES 41 MINUTES 05 SECONDS WEST, CONTINUING ALONG SAID CORTE ROAD, A DISTANCE OF 585.09 FEET TO AN IRON PIN MARKER AT A FENCE POST; THENCE RUN NORTH 58 DEGREES 51 MINUTES 38 SECONDS WEST, 59.28 FEET TO AN IRON PIN MARKER; THENCE RUN NORTH 89 DEGREES 36 MINUTES 47 SECONDS WEST, 99.98 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 117.20 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

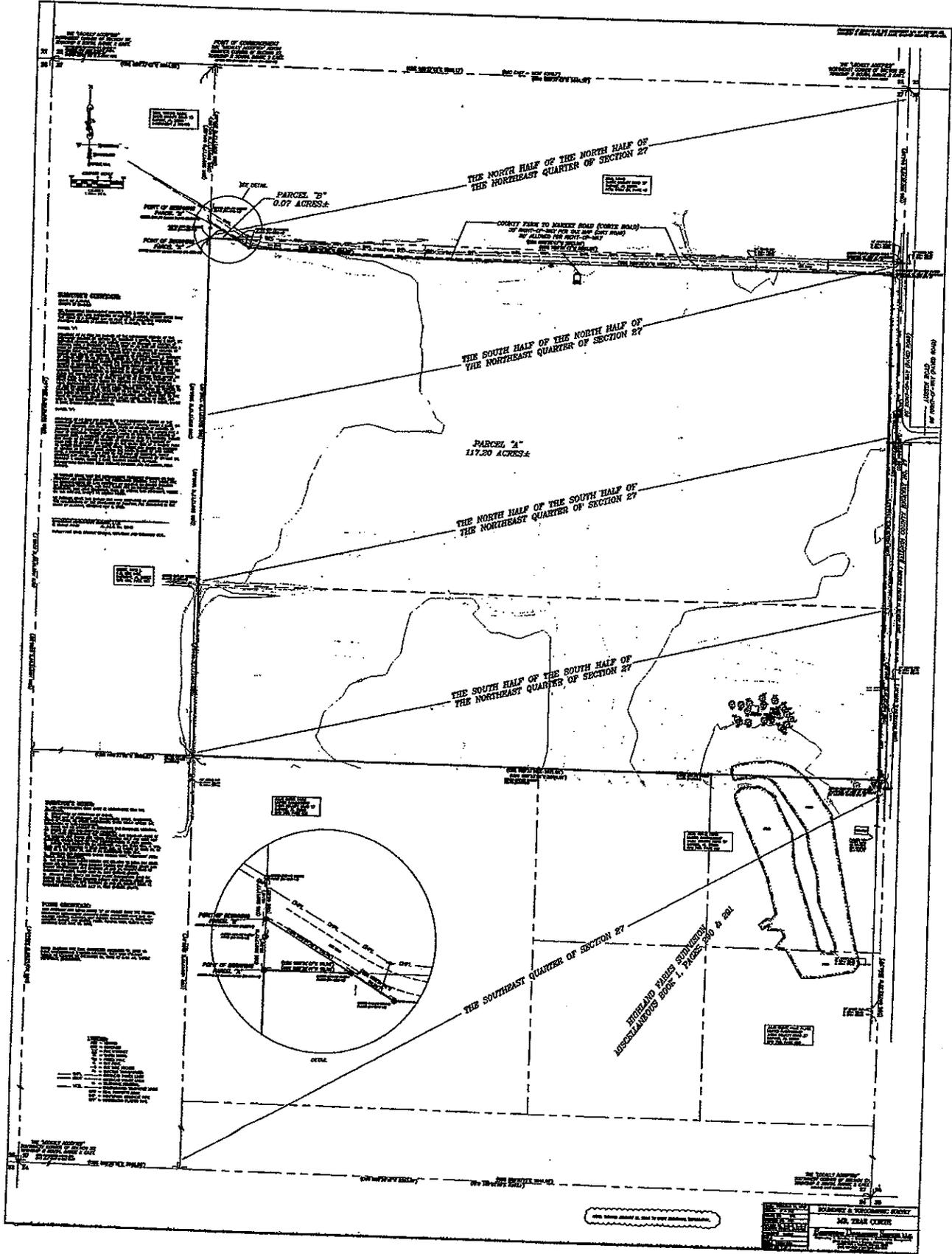
PARCEL "B":

COMMENCE AT AN IRON PIN MARKER AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN, AND RUN THENCE SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 604.68 FEET TO AN IRON PIN MARKER FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 59.55 FEET TO AN IRON PIN MARKER; THENCE RUN SOUTH 89 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 99.98 FEET TO AN IRON PIN MARKER ON THE SOUTH SIDE OF A COUNTY FARM TO MARKET ROAD KNOWN AS CORTE ROAD; THENCE RUN NORTH 58 DEGREES 51 MINUTES 38 SECONDS WEST, ALONG THE SOUTH MARGIN OF SAID CORTE ROAD, A DISTANCE OF 116.46 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.07 ACRES, AND LIES IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA. (DESCRIPTIONS COMPOSED FROM PROBATE RECORDS AND AN ACTUAL FIELD SURVEY).

A map of the above-described territory showing the relationship of such territory to the existing corporate limits of the City of Daphne, Alabama is attached hereto as Exhibit "A" and is incorporated herein by reference, and is on file in the file in the office of the Judge of Probate of Baldwin County, Alabama and available for public inspection.

Section 2. This act shall become effective immediately upon passage and approval by the Governor, or upon its otherwise becoming law.

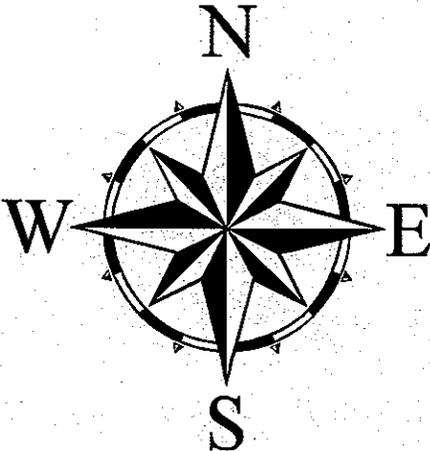
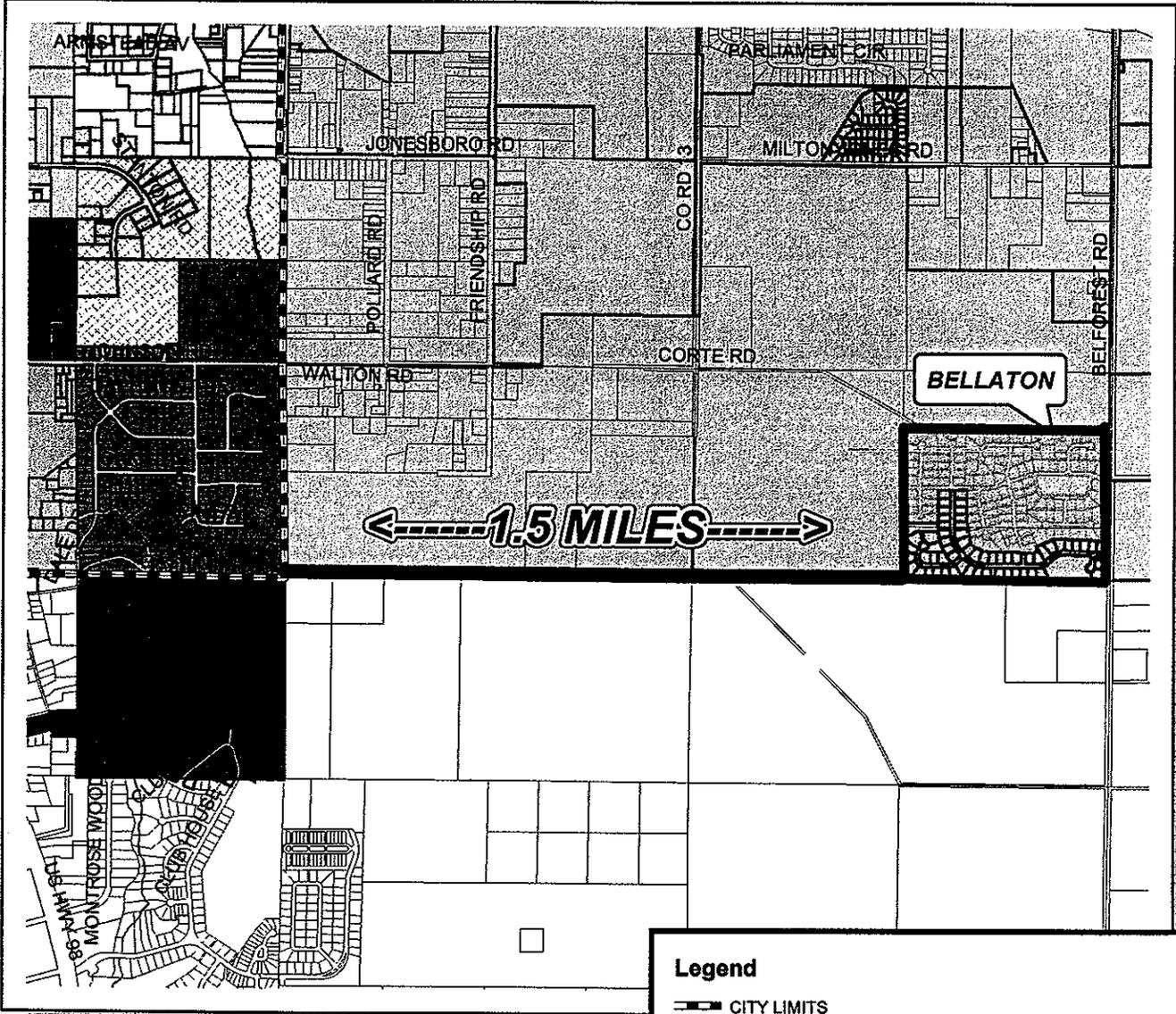
Notice is further given that upon its annexation by passage of the above-described act and approval by the Governor, said territory described above as Parcel "A" and Parcel "B" shall be designated to the R-3 High Density Single Family Residential zoning classification as defined by the City of Daphne, Alabama.



ANNEXATION BY LEGISLATIVE ACT
 COUNTRY CLUB DEV., L.L.C.
 BOUNDARY SURVEY

EXHIBIT "B"

BELLATON ANNEXATION PROPOSAL



Legend

- CITY LIMITS
- ZONE**
- ZONE**
- R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL
- R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL
- R-3 HIGH DENSITY SINGLE FAMILY RESIDENTIAL
- R-4 HIGH DENSITY SINGLE & MULTI-FAMILY RESIDENTIAL
- R-5 MOBILE HOME RESIDENTIAL
- B-1 LOCAL BUSINESS
- B-2 GENERAL BUSINESS
- B-3 PROFESSIONAL BUSINESS
- C/I COMMERCIAL/INDUSTRIAL
- M/U MULTI-USE
- WILDERNESS AREA
- GOLF COURSE
- SPANISH FORT
- CITY OF FAIRHOPE
- ET JURISDICTION

RESOLUTION 2005-09

**Acceptance of Streets and Drainage
located in TimberCreek Commercial Subdivision, Resubdivision of
Parcel "A", Unit Three**

Whereas, the City Council of the City of Daphne, Alabama has received notice that the Planning Commission of Daphne has given Final Plat approval to TimberCreek Commercial Subdivision, Resubdivision of Parcel "A", Unit Three on February 26, 2004 and the City of Daphne hereby recommends acceptance of said street located in TimberCreek Commercial Subdivision, Resubdivision of Parcel "A", Unit Three; and,

Whereas, an inspection was made by the Director of Community Development. All reports, as well as, all other related documents has been provided stating that said streets and storm water drainage have been installed in conformity with city standards; and,

Whereas, the Division of Public Works has accepted said streets and storm water drainage of TimberCreek Commercial Subdivision, Resubdivision of Parcel "A", Unit Three; and,

Whereas, the Utilities Board of the City of Daphne has accepted the utilities of TimberCreek Commercial Subdivision, Resubdivision of Parcel "A", Unit Three; and,

Whereas, the developer has provided to the City a two-year construction warranty bond as required and requests acceptance and dedication of the same for maintenance of said improvements as outlined in Article XVII, entitled Subdivision Review of the City of Daphne Land Use and Development Ordinance; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS, that TimberCreek Commercial Subdivision, Resubdivision of Parcel "A", Unit Three according to the plat by Rester & Coleman Engineers as recorded in the Judge of Probate, Baldwin County, Alabama, and said street being named Mill Lane is hereby accepted by the City of Daphne, Alabama as a city street for maintenance.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE 9TH DAY OF FEBRUARY, 2005.

**THE CITY OF DAPHNE,
AN ALABAMA MUNICIPAL CORPORATION**

GREG BURNAM
COUNCIL PRESIDENT
DATE AND TIME SIGNED: _____

FRED SMALL
MAYOR
DATE AND TIME SIGNED: _____

ATTEST:

DAVID L. COHEN
CITY CLERK, MMC

CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY

SUBDIVISION NAME: TimberCreek Commercial, Resubdivision of Parcel "A", Unit Three

LOCATION: Mill Lane West of and Adjacent to AL Highway No. 181, North of Millwood Circle

THIS ACCEPTANCE OF ROADS AND RIGHTS-OF-WAY is made this 26th day of January, 04 by TimberCreek Land Co., Inc., hereinafter called the Subdivider, owner of certain property located in Baldwin County, Alabama known as TimberCreek Commercial, Resubdivision of Parcel "A", Unit Three Subdivision to be recorded in the office of the Judge of Probate of Baldwin County, Alabama; and,

WHEREAS, the Subdivider has agreed to the dedication of the roads and rights-of-way located in said subdivision to the City of Daphne, and further warrants that said roads and rights-of-way are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled Subdivision Review, and Article XI, Minimum Requirements and Required Improvements. The Subdivider further warrants that the same are free from defects from any cause and are free and clear of any liens and encumbrances; and,

WHEREAS, the Subdivider does hereby agree to provide a Maintenance Bond, as outlined in Article XVII, entitled Subdivision Review, in an amount equal to ten (10) percent of the total street and drainage improvements (\$28,891.86) in the subdivision for a period of two (2) years after the date of their acceptance and dedication of the same to the City. Said bond shall be required by the City as a condition to the acceptance and dedication of any new roads or rights-of-way within the City; and,

WHEREAS, the Project Engineer acting on behalf of the Subdivider does hereby certify that all roads and rights-of-ways are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled, Subdivision Review, and Article XI, Minimum Requirements and Required Improvements.

WHEREAS, the City of Daphne, Alabama, acting by and through the recommendation of the City of Daphne Planning Commission, has agreed to accept the responsibility for the maintenance of the roads and rights-of-way of said subdivision subject to a two (2) year maintenance period as described above; and,

WHEREAS, the City of Daphne has agreed to accept the property within the confines of the road right-of-way which does not include drainage or utility easements or any other improvements outside of these confines.

CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subdivider does hereby dedicate the roads and rights-of-way in said subdivision to the City of Daphne, a municipal corporation, as per the recommendation of the City of Daphne Planning Commission at their regular meeting of February 26, 2004. That said subdivision according the plat recorded in the Judge of Probate, Baldwin County, Alabama and said street being named Mill Lane (993.98 feet - 50' R.O.W.) is hereby accepted for maintenance by the City of Daphne, Alabama as a city street.

IN WITNESS WHEREOF, the Subdivider has caused the execution of this dedication as of the date setforth above.

Respectfully submitted,



Name of Individual or Corporation

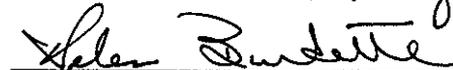
By: W. Allen Cox

Its: Secretary-Treasurer

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said State and County, hereby certify that W. Allen Cox whose name as Secretary-Treasurer of TimberCreek Land Co., Inc., an Alabama corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer or owner and with full authority, executed the same voluntarily on the day same bears date.

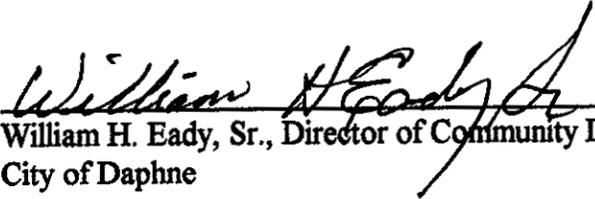
Given under my hand and official seal on this the 25 day of January, 2004

 (NOTARY SEAL)
NOTARY PUBLIC

My commission expires: June 1, 2008

CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY

Recommendation:



William H. Eady, Sr., Director of Community Development
City of Daphne

Approval:



Planning Commission Chairman
City of Daphne

RESOLUTION 2005-10

**Acceptance of Streets and Drainage
located in Brookside Subdivision**

Whereas, the City Council of the City of Daphne, Alabama has received notice that the Planning Commission of Daphne has given Final Plat approval to Brookside Subdivision on November 18, 2004 and the City of Daphne hereby recommends acceptance of said street located in Brookside Subdivision; and,

Whereas, an inspection was made by the Director of Community Development. All reports, as well as, all other related documents has been provided stating that said streets and storm water drainage have been installed in conformity with city standards; and,

Whereas, the Division of Public Works has accepted said streets and storm water drainage of Brookside Subdivision; and,

Whereas, the Utilities Board of the City of Daphne has accepted the utilities of Brookside Subdivision; and,

Whereas, the developer has provided to the City a two-year construction warranty bond as required and requests acceptance and dedication of the same for maintenance of said improvements as outlined in Article XVII, entitled Subdivision Review of the City of Daphne Land Use and Development Ordinance; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS, that Brookside Subdivision according to the plat by Engineering Development Services as recorded in the Judge of Probate, Baldwin County, Alabama, and said street being named Brookside Lane is hereby accepted by the City of Daphne, Alabama as a city street for maintenance.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE 9TH DAY OF FEBRUARY, 2005.

**THE CITY OF DAPHNE,
AN ALABAMA MUNICIPAL CORPORATION**

**GREG BURNAM
COUNCIL PRESIDENT
DATE AND TIME SIGNED: _____**

**FRED SMALL
MAYOR
DATE AND TIME SIGNED: _____**

ATTEST:

DAVID L. COHEN, CITY CLERK, MMC

**CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

SUBDIVISION NAME: BROOKSIDE

LOCATION: OFF POLLARD RD AND ADJACENT TO
CREEKSIDE UNIT 2 & 3

THIS ACCEPTANCE OF ROADS AND RIGHTS-OF-WAY is made this 15TH day of OCTOBER, 2004 by BA-101, LLC, hereinafter called the Subdivider, owner of certain property located in Baldwin County, Alabama known as BROOKSIDE Subdivision to be recorded in the office of the Judge of Probate of Baldwin County, Alabama; and,

WHEREAS, the Subdivider has agreed to the dedication of the roads and rights-of-way located in said subdivision to the City of Daphne, and further warrants that said roads and rights-of-way are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled Subdivision Review, and Article XI, Minimum Requirements and Required Improvements. The Subdivider further warrants that the same are free from defects from any cause and are free and clear of any liens and encumbrances; and,

WHEREAS, the Subdivider does hereby agree to provide a Maintenance Bond, as outlined in Article XVII, entitled Subdivision Review, in an amount equal to ten (10) percent of the total street and drainage improvements (\$ 20,561.00) in the subdivision for a period of two (2) years after the date of their acceptance and dedication of the same to the City. Said bond shall be required by the City as a condition to the acceptance and dedication of any new roads or rights-of-way within the City; and,

WHEREAS, the Project Engineer acting on behalf of the Subdivider does hereby certify that all roads and rights-of-ways are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled, Subdivision Review, and Article XI, Minimum Requirements and Required Improvements.

WHEREAS, the City of Daphne, Alabama, acting by and through the recommendation of the City of Daphne Planning Commission, has agreed to accept the responsibility for the maintenance of the roads and rights-of-way of said subdivision subject to a two (2) year maintenance period as described above; and,

WHEREAS, the City of Daphne has agreed to accept the property within the confines of the road right-of-way which does not include drainage or utility easements or any other improvements outside of these confines.

CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY

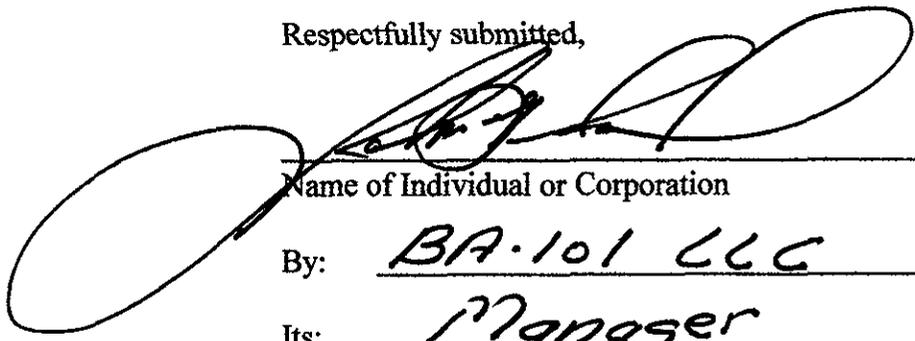
NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subdivider does hereby dedicate the roads and rights-of-way in said subdivision to the City of Daphne, a municipal corporation, as per the recommendation of the City of Daphne Planning Commission at their regular meeting of NOVEMBER 18, 2004. That said subdivision according the plat recorded in the Judge of Probate, Baldwin County, Alabama and said streets being named

BROOKSIDE LANE 815 L.F. 50' ROW

are hereby accepted for maintenance by the City of Daphne, Alabama as a city street.

IN WITNESS WHEREOF, the Subdivider has caused the execution of this dedication as of the date setforth above.

Respectfully submitted,



Name of Individual or Corporation

By: BA-101 LLC

Its: Manager

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said State and County, hereby certify that John G. Avent whose name as Manager of BA-101, LLC, an Alabama corporation or as owner of Brookside Subdivision is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer or owner and with full authority, executed the same voluntarily on the day same bears date.

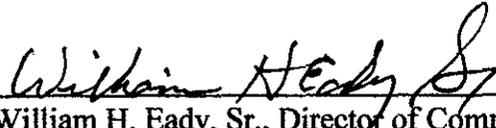
Given under my hand and official seal on this the 6 day of JANUARY, 2005

Emel N. [Signature] (NOTARY SEAL)

NOTARY PUBLIC
My commission expires: 4/2/08

CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY

Recommendation:



William H. Eady, Sr., Director of Community Development
City of Daphne

Approval:



Planning Commission Chairman
City of Daphne

RESOLUTION 2005-11

**Acceptance of Streets and Drainage
located in TimberCreek Commercial South Subdivision,
Phase Three, Resubdivision of Lot 4**

Whereas, the City Council of the City of Daphne, Alabama has received notice that the Planning Commission of Daphne has given Final Plat approval to TimberCreek Commercial South Subdivision, Phase Three, Resubdivision of Lot 4 on November 18, 2004 and the City of Daphne hereby recommends acceptance of said street located in TimberCreek Commercial South Subdivision, Phase Three, Resubdivision of Lot 4; and,

Whereas, an inspection was made by the Director of Community Development. All reports, as well as, all other related documents has been provided stating that said streets and storm water drainage have been installed in conformity with city standards; and,

Whereas, the Division of Public Works has accepted said streets and storm water drainage of TimberCreek Commercial South Subdivision, Phase Three, Resubdivision of Lot 4; and,

Whereas, the Utilities Board of the City of Daphne has accepted the utilities of TimberCreek Commercial South Subdivision, Phase Three, Resubdivision of Lot 4; and,

Whereas, the developer has provided to the City a two-year construction warranty bond as required and requests acceptance and dedication of the same for maintenance of said improvements as outlined in Article XVII, entitled Subdivision Review of the City of Daphne Land Use and Development Ordinance; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS, that TimberCreek Commercial South Subdivision, Phase Three, Resubdivision of Lot 4 according to the plat by Rester & Coleman Engineers as recorded in the Judge of Probate, Baldwin County, Alabama, and said streets being named Sawwood Street and Woodrow Lane are hereby accepted by the City of Daphne, Alabama as a city street for maintenance.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE 9TH DAY OF FEBRUARY, 2005.

**THE CITY OF DAPHNE,
AN ALABAMA MUNICIPAL CORPORATION**

**GREG BURNAM
COUNCIL PRESIDENT
DATE AND TIME SIGNED: _____**

**FRED SMALL
MAYOR
DATE AND TIME SIGNED: _____**

ATTEST:

DAVID L. COHEN, CITY CLERK, MMC

CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY

SUBDIVISION NAME: TimberCreek Commercial South, Phase Three, Resubdivision of Lot 4

LOCATION: Northwest corner of U.S. I-10 and Alabama Highway 181

THIS ACCEPTANCE OF ROADS AND RIGHTS-OF-WAY is made this 26th day of October, 2004 by TimberCreek Land Co., Inc., hereinafter called the Subdivider, owner of certain property located in Baldwin County, Alabama known as TimberCreek Commercial South, Phase Three, Resubdivision of Lot 4 Subdivision to be recorded in the office of the Judge of Probate of Baldwin County, Alabama; and,

WHEREAS, the Subdivider has agreed to the dedication of the roads and rights-of-way located in said subdivision to the City of Daphne, and further warrants that said roads and rights-of-way are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled Subdivision Review, and Article XI, Minimum Requirements and Required Improvements. The Subdivider further warrants that the same are free from defects from any cause and are free and clear of any liens and encumbrances; and,

WHEREAS, the Subdivider does hereby agree to provide a Maintenance Bond, as outlined in Article XVII, entitled Subdivision Review, in an amount equal to ten (10) percent of the total street and drainage improvements (\$28,419.56) in the subdivision for a period of two (2) years after the date of their acceptance and dedication of the same to the City. Said bond shall be required by the City as a condition to the acceptance and dedication of any new roads or rights-of-way within the City; and,

WHEREAS, the Project Engineer acting on behalf of the Subdivider does hereby certify that all roads and rights-of-ways are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled, Subdivision Review, and Article XI, Minimum Requirements and Required Improvements.

WHEREAS, the City of Daphne, Alabama, acting by and through the recommendation of the City of Daphne Planning Commission, has agreed to accept the responsibility for the maintenance of the roads and rights-of-way of said subdivision subject to a two (2) year maintenance period as described above; and,

WHEREAS, the City of Daphne has agreed to accept the property within the confines of the road right-of-way which does not include drainage or utility easements or any other improvements outside of these confines.

CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subdivider does hereby dedicate the roads and rights-of-way in said subdivision to the City of Daphne, a municipal corporation, as per the recommendation of the City of Daphne Planning Commission at their regular meeting of October 28, 2004. That said subdivision according the plat recorded in the Judge of Probate, Baldwin County, Alabama and said streets being named Sawwood Street and Crossover Lane ^{Woodrow Lane} are hereby accepted for maintenance by the City of Daphne, Alabama as a city street.

IN WITNESS WHEREOF, the Subdivider has caused the execution of this dedication as of the date setforth above.

Respectfully submitted,



Name of Individual or Corporation

By: W. Allen Cox

Its: Secretary – Treasurer

STATE OF ALABAMA)
COUNTY OF BALDWIN)

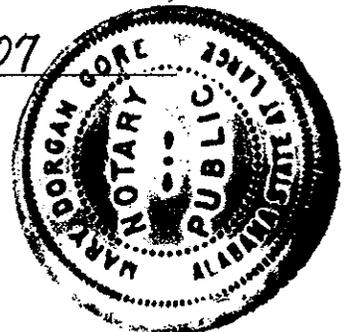
I, the undersigned Notary Public in and for said State and County, hereby certify that W. Allen Cox whose name as Secretary-Treasurer of TimberCreek Land Co., Inc., an Alabama corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer or owner and with full authority, executed the same voluntarily on the day same bears date.

Given under my hand and official seal on this the 25 day of October, 2004

Mary Dorgan Gore (NOTARY SEAL)

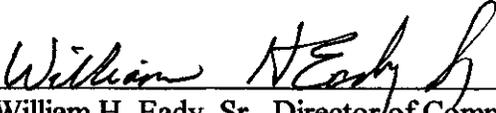
NOTARY PUBLIC

My commission expires: June 9, 2007



CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY

Recommendation:



William H. Eady, Sr., Director of Community Development
City of Daphne

Approval:



Planning Commission Chairman
City of Daphne

RESOLUTION 2005-12

**A Resolution Authorizing the Update of
Volunteer Firefighter and Rescue Squad Rosters:
Workers Compensation Insurance**

WHEREAS, the Daphne Volunteer Fire Department and Rescue Squad provide valuable services to the City of Daphne by performing firefighting and rescue activities; and

WHEREAS, the Daphne Volunteer Fire Department and Rescue Squad are included in the City of Daphne's Workers Compensation Insurance Policy; and

WHEREAS, Millennium Risk Managers, as the City's Workers Compensation Insurance carrier, requires a council approved roster of said volunteers; and

WHEREAS, the City of Daphne wishes to update the roster of Volunteer Firefighters and Rescue Squad.

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved by the City Council of the City of Daphne that the attached Volunteer Fire Department and Rescue Squad rosters be forwarded to Millennium Risk Managers.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2005.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk

RESOLUTION 2005-13

Natural Resources Conservation Services Grant:

Bryant's Gulley
Worcester Drive

WHEREAS, the City of Daphne did heretofore submit an application for financial assistance to the United States Department of Agriculture Natural Resources Conservation Service for certain drainage projects; and

WHEREAS, the City of Daphne has received notification from the United States Department of Agriculture that it has been approved for a Natural Resources Conservation Service Grant in the amount of \$ 168,500 for drainage projects at Bryant's Gulley and Worcester Drive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne, Alabama, that the Mayor and City Clerk are hereby authorized to execute the Project Agreement attached hereto and made a part hereof for drainage improvements totaling \$ 168,500 at the above locations.

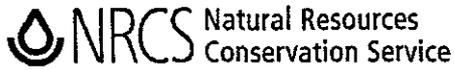
APPROVED AND ADOPTED BY THE CITY COUNCIL, CITY OF DAPHNE, ALABAMA on this _____ day of _____, 2005.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk



1504-C, Highway 31, South Bay Minette, Alabama 36507
(251) 937-3297 ext 3 FAX (251) 580-0026

January 20, 2005

Mr. Fred Small, Mayor
City of Daphne
P.O. Box 400
Daphne, Alabama 36526

Dear Mayor Small:

The City of Daphne requested assistance from the Emergency Watershed Protection (EWP) program for damages from Hurricane Ivan. There were two sites approved for an amount of \$168,500.

Attached are three copies of Project Agreement. Please put these on your agenda for approval at your next meeting. All three copies of Project Agreement will need to be signed and returned to me. I will return a copy when our State Conservationist signs agreement. Please do not date the front page of agreement; this will be dated when our State Conservationist signs agreement. We also need your attorney to sign and return the "Assurances Relating to Real Property Acquisition".

The Natural Resources Conservation Service pays 100% of cost of repairs and City is responsible for securing easements and the engineering design.

Please call if you have any questions.


Larry Morris
District Conservationist

Cc: Scott Hutchinson
~~Ken Eslava~~

United States Department of Agriculture



Natural Resources Conservation Service
P.O. Box 311, 3381 Skyway Drive
Auburn, Alabama 36830

January 12, 2005

Larry Morris, District Conservationist
1504-C Highway 31, South
Bay Minette, Alabama 36507

Dear Mr. Morris:

The City of Daphne's request for financial assistance through our Emergency Watershed Protection (EWP) Program has been approved in the amount of \$168,500.00. These funds will be used to address problems identified in the Damage Survey Report (DSR) DAP090401 and DAP090402.

Since the EWP site was considered a non-exigency site, construction must be completed within 200 calendar days after execution of the agreement and receipt of the Notice to Proceed.

Three copies of the Cooperative Agreement are enclosed for signature by the authorized representatives for the Sponsor. Once executed, **all copies, including the completed Attachments and two page completed Assurances Relating to Real Property Acquisition form** as applicable, should be returned to my attention for signature by the State Conservationist. Two fully executed originals will be returned to your attention, one for the city and one for your record.

A handwritten signature in cursive script that reads "Lynn Thomas".

LYNN THOMAS
Contracting Officer

Enclosures

AGREEMENT NO.: 69-4101-5-_____
STATE: ALABAMA
COUNTY/CITY: CITY OF DAPHNE

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
EMERGENCY WATERSHED PROTECTION PROGRAM

IN-KIND CONTRIBUTION, COOPERATIVE AGREEMENT,
AND OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2005, by and between the City of Daphne, called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed and

WHEREAS, the Sponsor and NRCS agree to a plan which provides for restoration of certain works of improvement referenced in Section A.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. IT IS AGREED that the following described work is to be constructed at a total estimated cost of \$168,500.00.

EVENT: HURRICANE IVAN

<u>DSR NUMBER</u>	<u>DESCRIPTION OF WORK</u>	<u>ESTIMATED COST</u>
DAP090401	Remove, dispose of trees, fill	\$ 20,000
DAP090402	Shape, add fill	\$ 148,500
Total		\$ 168,500

- B. THE SPONSOR WILL:

1. Contract for construction of the works of improvement described in Section A and provide for their completion within 200 days from the time that this agreement is executed and a notice to proceed is received. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract.

2. Provide In-Kind contribution of design, construction, inspection, and contract administration. The value of the in-kind contribution is estimated to be 25 percent of the estimated construction cost.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Section A.
4. Provide certification (sign NRCS-ADS-78 – Attachment A) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement.
5. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any monies due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
6. Comply with the requirements of the provisions included in Attachment B to this agreement. If applicable, complete the attached "Clean Air and Water Certification" and other required certifications as appropriate.
7. Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement (Attachment C).
8. If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
9. Arrange for and conduct final inspection of the works of improvement. A Professional Engineer registered in the State of Alabama furnished by the Sponsor shall certify that the project was installed in accordance with contractual requirements.
10. Upon completion of the work from the Contractor(s) assume responsibility for operation and maintenance of the works of improvement installed. Operation and maintenance is required as follows:
 - (a) For placement of riprap and stream debris removal measures (non-structural), sponsor will not allow HURRICANE IVAN material to be re-deposited into improved areas for a period of one year after completion of installation of the works of improvement.

- (b) For measures other than placement of riprap and stream debris removal (structural), the Sponsor will provide a written Operation and Maintenance Agreement and Plan prior to solicitation for the installation of the works of improvement.
11. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Alabama and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.
 12. Administer their action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-128, and other rules referenced in 7-CFR 3015.
 13. Comply with the nondiscrimination provisions of the Equal Opportunity Clause and the Notice to Contracting Local organizations of the Requirement for Certifications of Non-Segregated Facilities clause, Form NRCS-ADS-818, attached hereto.
 14. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles. The construction plans for measures other than stream debris removal and disposal shall be reviewed and approved by a Professional Engineer registered in the State of Alabama prior to submittal to NRCS.
 15. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement.
 16. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
 17. Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
 18. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

C. NRCS WILL:

1. Provide 100 percent of the cost of constructing the works of improvement. The estimated cost to NRCS is \$168,500.
2. Not be substantially involved with the technical or contractual administration of

this agreement, but will provide advice and counsel as needed.

3. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.
4. Upon notification of the completion of construction, NRCS shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
5. Designate an individual to serve as liaison officer between the NRCS and the Sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to review and approve specifications and drawings for DSRs that include structural measures, assist in the final inspection of the contract, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings, and review the SF-270 and supporting documents, approve, sign, and submit the SF-270 and supporting documents to NRCS for reimbursement to the Sponsor. The point of contact for other administrative issues is the District Conservationist.

D. IT IS MUTUALLY AGREED:

1. That the costs incurred by the Sponsor for surveys, design, inspection, and contract administration will be equal to no less than 25 percent of the estimated construction cost.
2. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
3. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled.
4. That each party shall review and approve construction plans as identified in Sections B.14 and C.5 of this agreement.
5. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
6. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. The NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date.

Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.

8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
9. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations and policies.

E. APPROVED:

CITY OF DAPHNE

By: _____

Title: _____

Date: _____

This action is authorized at an official meeting of the

on the _____ day of _____
2005 at _____
State of Alabama.

(Signature)

Date: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: STATE CONSERVATIONIST

Date: _____

3. "Junk vehicles" shall mean automobiles, trucks, vans, boats, two-wheel and/or four-wheel motorized vehicles that do not have lawfully affixed thereto an unexpired license plate, and/or are in states of disrepair, disassembly, rusted through, wrecked or appearing to be wrecked, and/or are not otherwise capable of being driven or operated for its intended purpose, and boat trailers, utility trailers, horse or livestock trailers or other trailers of other use that are wrecked or appearing to be wrecked and/or in states of disrepair, disassembly, and/or rusted through, that do not have lawfully affixed thereto an unexpired license or tag and/or which are otherwise not capable of performing its intended use.
4. "Owner" shall mean the last person or entity against whom ad valorem taxes were assessed for subject real property.
5. "Occupant" shall mean the person or entity in current possession or control of subject real property.
6. "City" shall mean the City of Daphne, Alabama and its police jurisdiction.
7. "Underbrush" shall mean a dense growth of shrubs and/or small scrub trees, and or which bear seeds of a wingy or downy nature, which attain a growth higher than twelve (12) inches from ground level.
 1. "Exempt Property" shall mean a vacant and/or undeveloped lot.
 2. "Disturbed Property" shall mean a vacant lot which has been cleared but otherwise not improved upon.

SECTION II: AREAS SUBJECT TO ORDINANCE.

Unless specifically stated otherwise or where the context clearly indicates otherwise or requires a different meaning, each provision of this Ordinance shall apply to all real property within the City other than exempt property as described above.

SECTION III: STANDARD FOR MAINTENANCE OF LOTS OR PARCELS OF REAL PROPERTY.

- (a) WEEDS: It shall be the duty and responsibility of every owner or occupant of any parcel of real property (other than “exempt property” as previously defined in this Ordinance), to keep said property clean and to remove from the property within the time frame so required by the correction notice issued by the City all weeds and underbrush with a growth higher than twelve (12) inches, and/or dead trees, garbage, debris, and such other things favorable to the harboring of rodents, reptiles, mosquitoes or other insects or creatures which will adversely affect public health and safety.
- (b) DISTURBED PROPERTY: It shall be the duty and responsibility of every owner or occupant of any parcel of real property other than “exempt property” as described above, to grass said parcel and install erosion control measures on said parcel in compliance with the City of Daphne Land Use Ordinance (currently titled Ordinance No. 2002-22) within 30 days from clearing said lot or parcel.
- (c) JUNK VEHICLES: It shall be the duty and responsibility of every owner or occupant of real property to remove from the real property within the time frame so required by the correction notice issued by the City all junk vehicles as previously defined in this Ordinance.

SECTION IV: ENFORCEMENT PROCEDURES.

- A. When any police officer or other employee of the City designated by law or Ordinance as an enforcement officer finds any violation of any provision of this Ordinance which he is authorized or required to enforce, such person may issue on forms provided by the City, a municipal offense citation and deliver it to the person in violation, directing the person to appear in the Municipal Court of the City of Daphne at a time and date stated thereon to answer to the charge or charges of the violation, which shall be stated in the citation.
- B. If the violation is the first charge violation of such provision of this Ordinance within a twelve (12) month period, such person, in lieu of appearing in the Municipal Court at the time and date stated in the citation, may pay a fine of fifty dollars (\$50.00), plus the costs of court within ten (10) calendar days from the date of issuance of the citation. Such payment to be tendered to the office of the Municipal Court Clerk for the use of the City as may be designated by law.
- C. The police officers and other employees of the City, designated by law or Ordinance as enforcement officers and authorized to issue

citations as above provided, are hereby authorized to swear out warrants or execute affidavits or complaints charging persons with the violations of this Ordinance without first having issued a citation for such violation.

- D. Any employee of the City designated by the Mayor or Chief of Police may issue corrective notices to persons, corporations, establishments, companies, owners, tenants, occupants and agents found to be in violation of any provision of this Ordinance. The issuance of such corrective notice is not necessary for the prosecution of violations of this Ordinance.

SECTION V: FAILURE TO COMPLY WITH NOTICE.

Any person, corporation, company, firm, business, institution, owner, lessee, agent, tenant or occupant who has been served with a corrective notice in accordance with the provisions of this Ordinance and who shall neglect or shall refuse or shall fail to fully comply with the corrective notices so ordered and/or within the time frame so ordered therein shall be in violation of this Ordinance.

SECTION VI: PENALTIES.

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 in the City Jail for a period not exceeding six (6) months, or both, or, in the alternative, may be sentenced to pick up litter or any other lawful remedial action which the Municipal Judge deems appropriate. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

SECTION VII: LIEN ON REAL PROPERTY.

If the recipient of a corrective notice fails to fully comply with the same as set forth hereinabove, the City may, exclusive of the provisions of this Ordinance, pursuant to the provisions of Alabama Code 1975, §11-67-20 et seq. (as amended) declare the property a public nuisance and abate the same in accord with such statutory authority.

SECTION VIII: 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 the 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 IX: REPEALER.

Ordinance number 1978-3 is hereby specifically repealed. All other Ordinances or parts of Ordinances in conflict with this Ordinance are to the extent of such conflict hereby repealed.

SECTION X: EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon its adoption by the City Council of the City of Daphne and publication as required by law.

APPROVED AND ADOPTED this _____ day of _____, 2004.

THE CITY OF DAPHNE

Greg Burnam
Council President

FRED SMALL
MAYOR

ATTEST:

DAVID COHEN
CITY CLERK, MMC

ORDINANCE 2005- 02

An Ordinance Appropriating Funds

**Installation of Fence and Gates: DMS Athletic Fields
City Hall Office Renovations**

WHEREAS, Ordinance 2004-31 approved and adopted the Fiscal Year 2005 Budget November 1, 2004; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2005 budget, the City Council has determined that certain additional appropriations are required and should be approved and made a part of the Fiscal Year 2005 budget.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2005 Budget is hereby amended to include the following:

- General Fund:
 - \$ 25,000- Fence and Gates at Daphne Middle School Athletic Fields
 - \$ 27,555- City Hall Executive and Legislative Office Renovations
 - \$ 52,555

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2005.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk, MMC

Ordinance 2005-05

**Declaration of Emergency & Appropriation of Funds:
May Day Park Concrete Panels**

WHEREAS, the May Day Park pier requires immediate maintenance due to the failure of pre-stressed concrete panels; and

WHEREAS, if the repairs are not made immediately, the City of Daphne will have to close the pier to public access due to safety concerns; and

WHEREAS, the City of Daphne has requested quotes for pre-stressed concrete panels.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the repairs at May Day Pier are hereby declared to be an emergency and an appropriation in the amount of \$ 12,535 is hereby approved for such repairs.

APPROVED AND ADOPTED by the City Council of the City of Daphne this _____ day of _____, 2005.

Greg Burnam
Council President
Date & Time Signed:_____

Fred Small
Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen
City Clerk