

**CITY COUNCIL BUSINESS MEETING AGENDA**  
**1705 MAIN STREET, DAPHNE, AL**  
**FEBRUARY 21, 2011**  
**BUSINESS MEETING**  
**6:30 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL/INVOCATION /  
PLEDGE OF ALLEGIANCE**

**3. APPROVE MINUTES:** Council meeting minutes / February 7, 2011  
Work Session Minutes / February 14, 2011

**PROCLAMATION:** Earth Day / April 23, 2011

**VETO OF ORDINANCE 2011-05**

**4. REPORT STANDING COMMITTEES:**

**A. FINANCE COMMITTEE / Boulware**

Review Special Called meeting minutes / February 7<sup>th</sup>  
Review minutes / February 14<sup>th</sup>

**a.) Ordinances:**

- 1.) Hiring Freeze Exception / **Ordinance 2011-13**
- 2.) Appropriation of Funds: Sports Complex Concession Roof Repair & Bleacher Replacements / **Ordinance 2011-14**
- 3.) Appropriation of Funds: Playground Surfacing Material / **Ordinance 2011-15**
- 4.) Appropriation of Funds: Parks Truck Replacement / **Ordinance 2011-16**
- 5.) Assistance to Firefighters Grant Acceptance and Match Appropriation / **Ordinance 2011-17**

**b.) Resolutions:**

- 1.) Prepaid Travel / David Cohen / Derek Boulware / National League of Cities / Washington, D.C. / March 12-16, 2011 / \$175 per person / **Resolution 2011-11**
- 2.) Bid Award: Lifting Mechanism / Automated Garbage Truck / McNeilus Truck & Manufacturing / **Resolution 2011-12**
- 3.) Declaring Certain Property Surplus / **Resolution 2011-13**
- 4.) Grant Application: MBNEP Stormwater Management (US EPA) / **Resolution 2011-14**
- 5.) Grant Application: US Fish and Wildlife Coastal Assistance Program Grant (*Invasive Species Control*) / **Resolution 2011-15**
- 6.) Grant Application: Alabama State Council on the Arts Grant (Amphitheater Architect Design) / **Resolution 2011-16**

**c.) Financial Reports:**

- 1.) Treasurers Report / January 31, 2011
- 2.) Sales & Use Tax Collections / December 31, 2010
- 3.) Lodging Tax Collections / December 31, 2010

**d.) Other Finance Business:**

- 1.) CDBG South CR 64 Sewer Change Order: Contractor approximately \$40,000 & Engineering Appropriation - \$17,900 / **Ordinance 2011-18**

**B. BUILDINGS & PROPERTY - Lake**

**C. PUBLIC SAFETY – Palumbo**

Review minutes / February 9<sup>th</sup>

- D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Palumbo
- E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY - Yelding  
Review Beautification Minutes / February 4<sup>th</sup>

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

- A. Board of Zoning Adjustments – Jones
- B. Downtown Redevelopment Authority – Barnette
- C. Industrial Development Board – Yelding
- D. Library Board – Lake
- E. Planning Commission – Barnette
- F. Recreation Board – Reese
- G. Utility Board - Scott

6. REPORTS OF OFFICERS:

- A. Mayor’s Report
  - a.) Parade Permit / Arthritis Foundation/ Annual 5K & 1 Mile Run / December 3, 2011
- B. City Attorney’s Report
- C. Department Head Comments

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

- a.) Prepaid Travel. .... /Resolution 2011-11
- b.) Bid Award: Lifting Mechanism / Automated Garbage Truck /  
McNeilus Truck & Manufacturing. .... /Resolution 2011-12
- c.) Declaring Certain Property Surplus ..... /Resolution 2011-13
- d.) Grant Application: MBNEP Stormwater Management (US EPA)  
Grant ..... /Resolution 2011-14
- e.) Grant Application: US Fish & Wildlife Coastal Assistance Program  
Grant (*Invasive Species Control*) ..... /Resolution 2011-15
- f.) Grant Application: Alabama State Council on the Arts Grant /  
(*Amphitheater Architect Design*). .... /Resolution 2011-16
- g.) Fiscal Year 2011 Road Improvements for Timber Creek Blvd. .... /Resolution 2011-17
- h.) Remote Computer Connection for City Business. .... /Resolution 2011-18
- i.) Emergency Response Equipment Purchase Authorization:  
Mississippi Canyon 252 Incident (Deepwater Horizon-BP  
Oil Spill Grant). .... /Resolution 2011-19

**ORDINANCES:**

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

- a.) **Rezone: TDG Lake Forest, LLC Property. .... /Ordinance 2010-73**
- b.) **Establishing Rules, Regulations, Rates and a Lease Agreement for the Rental of the Daphne Civic Center / Repeal Ordinances 2004-20 & 2010-49. .... /Ordinance 2011-08**
- c.) **Establishing Rules, Regulations, Rates and a Lease Agreement for the Rental of the Bayfront Park Pavilion / Repeal Ordinances 2004-21 & 2010-50. .... /Ordinance 2011-09**
- d.) **Mandatory Recycling for Municipal Buildings. .... /Ordinance 2011-11**

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

- e.) **Hiring Freeze Exception. .... /Ordinance 2011-13**
- f.) **Appropriation of Funds: Sports Complex Concession Roof Repair & Bleacher Replacements. .... /Ordinance 2011-14**
- g.) **Appropriation of Funds: Playground Surfacing Material. .... /Ordinance 2011-15**
- h.) **Appropriation of Funds: Parks Truck Replacement. .... /Ordinance 2011-16**
- i.) **Assistance to Firefighters Grant Acceptance and Match Appropriation. .... /Ordinance 2011-17**
- j.) **2009 CDBG: South County Road 64 Amend Project & Appropriate Additional Engineering Fees. .... /Ordinance 2011-18**

**9. COUNCIL COMMENTS**

**10. ADJOURN**

**CITY OF DAPHNE  
CITY COUNCIL MEETING**

**ROLL CALL**

**CITY COUNCIL:**

**CALL VOTES**

COUNCILMAN YELDING

PRESENT\_\_ ABSENT\_\_ \_

COUNCILWOMAN BARNETTE

PRESENT\_\_ ABSENT\_\_

COUNCILMAN LAKE

PRESENT\_\_ ABSENT\_\_ \_

COUNCILMAN BURNAM

PRESENT\_\_ ABSENT\_\_ \_

COUNCILMAN SCOTT

PRESENT\_\_ ABSENT\_\_ \_

COUNCILMAN BOULWARE

PRESENT\_\_ ABSENT\_\_ \_

COUNCILMAN PALUMBO

PRESENT\_\_ ABSENT\_\_ \_

**MAYOR**

MAYOR SMALL

PRESENT\_\_ ABSENT\_\_ \_

**CITY CLERK:**

DAVID L. COHEN

PRESENT\_\_ ABSENT\_\_

**CITY ATTORNEY:**

CITY ATTORNEY JAY ROSS

PRESENT\_\_ ABSENT

**MINUTE NOTES:**

**CITY COUNCIL MEETING  
MINUTES**

**NOTES:**

COMMITTEE RECOMMENDATIONS

**FEBRUARY 7, 2011  
CITY COUNCIL MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

**1. CALL TO ORDER**

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

**2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE**

Invocation was given by Councilman Scott.

**COUNCIL MEMBERS PRESENT:** Bailey Yelding; Cathy Barnette; John Lake; Kelly Reese; Ron Scott; Derek Boulware; August Palumbo.

Also present: Mayor Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Jay Ross, City Attorney; James White, Fire Chief; David Carpenter, Police Chief; Richard Johnson, Public Works Director; David McKelroy, Recreation Director; Adrienne Jones, Planning Director; Richard Merchant, Building Official; Margaret Thigpen, Civic Center Director; Vickie Hinman, Human Resource Director; Suzanne Henson, Senior Accountant; Anne Morris, Reference Librarian; Jane Ellis, Mayor's Assistant; Officer Jason Lazzari, Police Department; Willie Robison, BZA; Dorothy Morrison, Beautification Committee.; Tomasina Werner, Beautification Committee.

Absent: Tonja Young, Library Director; Kim Briley, Finance Director.

**3. APPROVE MINUTES**

**MOTION BY Councilman Boulware to approve the January 18, 2011 Council meeting minutes. *Seconded by Councilman Lake.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**MOTION BY Councilman Boulware to amend the January 3, 2011 Council meeting minutes to include a letter from Councilman Lake regarding the Martin Luther King Day Celebration. (*Letter is spread out upon these minutes.*) *Seconded by Councilman Lake.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**PROCLAMATION:** Arbor Day / February 26, 2011

Mayor Small read and presented the proclamation to Mrs. Dorothy Morrison.

**PRESENTATION:** Present Arbor Day Posters to Last Year's Winners.

The Public Works Director, Richard Johnson, and Mayor Small presented the posters to Madison Hedge from Daphne East Elementary School and Gavin Klinge from W.J. Carroll School.

**4. REPORT OF STANDING COMMITTEES:**

**A. FINANCE COMMITTEE – Boulware**

There is one ordinance and two resolutions on the agenda. Resolution 2011-07 is not acceptance of a bid for the recycling trucks, but it is the lease agreement for the trucks. At the special Finance meeting before the council meeting additional funds were added to the Claiborne drainage project. It increased from \$4,038 to \$6,627.

**B. BUILDINGS AND PROPERTY COMMITTEE – Lake**

The committee met before the council meeting, and the minutes will be in the next council packet.

**C. PUBLIC SAFETY COMMITTEE – Palumbo**

No report. The next meeting will be Wednesday at 4:30 p.m.

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

The committee will be discussing one ordinance at the next meeting. Ordinance 2011-05 regarding Surety Bonds is up for second read tonight. The next meeting will be Wednesday after the Public Safety meeting.

**E. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Yelding**

No report.

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

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

No report.

**B. Downtown Redevelopment Authority – Barnette**

The minutes for the January 24<sup>th</sup> meeting are in the packet. The Authority meets on the fourth Monday of the month at 5:15 p.m.

**C. Industrial Development Board – Yelding**

The board meets on the fourth Monday of the month at 6:00 p.m. The board needs another member as Brian Groeschell resigned. The board is looking for property to buy in order to attract new businesses. They currently have \$179,000 in the bank, and will be receiving another check from the lodging tax. The board will be meeting quarterly from now on.

**D. Library Board – Lake**

The Library has two beginner computer classes which has 25 students per class coming two times a week for classes. The Meet the Mouse class has eight enrolled, and the Excel course that meets twice a week for two weeks has 12 enrolled, and Richard Johnson the Public Works Director taught that class. There was ten (10) enrolled in the Alabama Virtual Library Workshop. The upcoming classes are: Beginning the Internet, Beginning E-Mail, Beginning Word, Using the Library's Website and Beginning Computer.

**E. Planning Commission – Barnette**  
The minutes for the December 16<sup>th</sup> meeting are in the packet.

**MOTION BY Councilman Boulware to set a Public Hearing for March 7, 2011 to consider revisions to the zoning map. Seconded by Councilman Yelding.**

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

Mrs. Jones stated that the Planning Commission approved the pylon signs for the Jubilee Square Reciprocal Agreement.

**F. Recreation Board – Reese**  
The minutes for the October 13<sup>th</sup> and January 12<sup>th</sup> meetings are in the packet. There was not a meeting held on January 9<sup>th</sup>. The board will go the called meetings from now on.

**G. Utility Board – Scott**  
The minutes for the January 5<sup>th</sup> meeting are in the packet. The next meeting will be the last Wednesday of the month at 5:00 p.m.

**6. REPORTS OF THE OFFICERS:**

*Mayor's Report*

a.) Parade Permit / S.E.E.D.S. / Annual 5K and Fun Run / March 5, 2011

**MOTION BY Councilman Scott to approve the Parade Permit for S.E.E.D.S. Annual 5K and Fun Run for March 5, 2011. Seconded by Councilman Yelding.**

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

b.) Parade Permit / Loyal Order of the Fire Truck / Mardi Gras / March 6, 2011

**MOTION BY Councilman Palumbo to approve the Parade Permit for the Loyal Order of the Fire Truck for March 6, 2011. Seconded by Councilman Scott.**

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

c.) Parade Permit / Shadow Barons / Mardi Gras / March 5, 2011 / Rain Date March 6, 2011

**MOTION BY Councilman Scott to approve the Parade Permit for the Shadow Barons Mardi Gras group / March 5, 2011 / Rain Date March 6, 2011. *Seconded by Councilman Palumbo.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

d.) Jubilee Square Reciprocal Agreement / L.A. Daphne

**MOTION BY Councilman Lake to authorize the Mayor to enter into the Jubilee Square Reciprocal Agreement with L.A. Daphne. *Seconded by Councilman Scott.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

***B. City Attorney Report***

No report.

***C. Department Head Comments***

***James White – Fire Chief*** – reported that the Yellow Dot Program is underway at Station #2 where you can sign-up and register your medical information in case you are in an accident.

***David McKelroy – Recreation Director*** – announced that the Soccer Tournament will be February 28<sup>th</sup> and 29<sup>th</sup>, and there will be 22 teams from outside of Daphne participating. The lights at Trione will be working by the end of the week.

***David Carpenter – Police Chief*** – reported that they worked a fatality accident on Sunday where a 21 year old was killed. He reported that there have been several arrests in the burglary spree. He asked if anyone sees anything out of the ordinary to call the Police Department. He introduced Jason Lazzari who was the guard for the council meeting.

***Richard Merchant – Building Official*** – reported that things have picked up they issued 13 residential permits and one commercial permit, and a total of 105 permits for around \$4 million.

***Vickie Hinman – Human Resource Director*** – reported that the positions for Sales Assistant at the Civic Center and the School Crossing Guard closed. They received 55 applications for the Sales Assistant position and 52 for the School Crossing Guard position. She reminded everyone about the Blood Drive on February 14<sup>th</sup> from 10:00 a.m. – 3:00 p.m. to be held in the council chambers.

**7. PUBLIC PARTICIPATION**

No one spoke.

**8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS**

**RESOLUTIONS:**

- a.) Lease Agreement: (2) 20 CY Rear Loading Refuse Collection Truck. . . . /Resolution 2011-07
- b.) Support for House Bill 56 / 80% of Monies of the Clean Water Act come back to the Gulf States for Environmental Restoration . . . . . /Resolution 2011-08
- c.) Revisions to City Street Map. . . . . /Resolution 2011-09
- d.) Bid Award: Sehay Drainage Repair / Claiborne Circle . . . . . /Resolution 2011-10

**MOTION BY Councilman Scott to waive the reading of Resolution 2011-07. *Seconded by Councilman Boulware.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**MOTION BY Councilman Boulware to adopt Resolution 2011-07. *Seconded by Councilman Yelding.***

**MOTION BY Councilman Boulware to amend the motion to adopt Resolution 2011-07 to reflect in the resolution that the terms not to exceed five (5) years and the rate is included in the lease itself. *Seconded by Councilman Yelding.***

**VOTE ON AMENDED MOTION**

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**VOTE ON ORIGINAL MOTION AS AMENDED**

**ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

MOTION BY Councilman Palumbo to waive the reading of Resolutions 2011-08, 2011-09 and 2011-10. *Seconded by Councilman Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Resolution 2011-08. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Resolution 2011-09. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Resolution 2011-10. *Seconded by Councilman Yelding.*

MOTION BY Councilman Boulware to amend the motion to reflect a change in the total amount to \$66,727. *Seconded by Councilman Scott.*

VOTE ON THE AMENDED MOTION

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

VOTE ON THE ORIGINAL MOTION AS AMENDED

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

**ORDINANCES:**

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

- a.) \$465,000 Supplemental Funds: Deepwater Horizon BP Oil Spill. . . . . /Ordinance 2011-03
- b.) Establishing Surety Bond Limits for Certain Municipal Officers & Employees. . . . . /Ordinance 2011-05

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

- c.) Establishing Rules, Regulations, Rates and a Lease Agreement for the Rental of the Daphne Civic Center / Repeal Ordinances 2004-20 & 2010-49. . . . . /Ordinance 2011-08
- d.) Establishing Rules, Regulations, Rates and a Lease Agreement for the Rental of the Bayfront Park Pavilion / Repeal Ordinances 2004-21 & 2010-50. . . . . /Ordinance 2011-09
- e.) Appropriation: Sehoj Subdivision / Claiborne Circle Drainage Project / Additional Funding . . . . . /Ordinance 2011-10
- f.) Mandatory Recycling for Municipal Buildings. . . . . /Ordinance 2011-11

**MOTION BY Councilman Boulware to waive the reading of Ordinance 2011-03. *Seconded by Councilman Scott.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**MOTION BY Councilman Boulware to adopt Ordinance 2011-03. *Seconded by Councilman Scott.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**MOTION BY Councilman Palumbo to suspend the rules to consider Ordinance 2011-10. *Seconded by Councilman Lake.***

**ROLL CALL VOTE**

Lake	Aye	Boulware	Aye
Reese	Aye	Palumbo	Aye
Scott	Aye	Barnette	Aye

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**MOTION BY Councilman Boulware to waive the reading of Ordinance 2011-10. *Seconded by Councilman Lake.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**MOTION BY Councilman Boulware to adopt Ordinance 2011-10 as amended in Resolution 2011-10. *Seconded by Councilman Yelding.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**MOTION BY Councilman Palumbo to waive the reading of Ordinance 2011-05. *Seconded by Councilman Yelding.***

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**MOTION BY Councilman Yelding to adopt Ordinance 2011-05. *Seconded by Councilman Lake.***

**AYE Yelding, Lake, Reese, Boulware, Palumbo NAY Scott ABSTAIN Barnette**

**MOTION CARRIED**

**ORDINANCES 2011-08, 2011-09 and 2011-11 WERE MADE A FIRST READ.**

### **8. COUNCIL COMMENTS**

***Councilman Palumbo*** recalled several meetings back before the holidays that Mr. Johnson said that they would be very busy in February with the road project bids, and he wanted to know if the bids were in and completed, and he would like to see that discussion on the work session next week if in fact that information is ready, and to start paving.

Council President Barnette reported that she is working on a grant with ADEM for a 100% recycling grant. It goes to local municipalities, and it will fund up to \$300,000 although they don't want cities to ask for that full amount. She and Tracey Miller attended a work shop at the very end of January and they feel that the chances for Daphne are very favorable. It is due at the end of the month, and that is

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why the mandatory recycling ordinance is in the packet. It helps to strengthen the application, and the grant actually goes for infrastructure which would include the ability for the garbage collection one-armed bandit to be paid for by the grant. Again it is a 100% grant. They hope to bring back a positive response when the awards are announced in June or July.

**9. ADJOURN**

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

**AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED**

**There being no further business to discuss the meeting adjourned at 7:29 p.m.**

Respectfully submitted by,

\_\_\_\_\_  
David L. Cohen,  
City Clerk, MMC

Certification by Presiding Officer:

\_\_\_\_\_  
Cathy S. Barnette,  
Council President

**Amend January 3, 2011 Council Minutes to Include this letter**

Due to a death in my family, I am unable to attend tonight's meeting. However, I wanted to express my support for the Baldwin County Martin Luther King, Jr. Committee and request that the Daphne City Council wave the Civic Center Usage fee for this organization. This organization is a non-partisan committee that works to educate our community's citizens and leaders of the atrocities of the past.

This committee offers scholarships to children and students in our community. The Martin Luther King, Jr. Committee recognizes leaders and individuals for accomplishments and humanitarian efforts. The Committee also encourages the involvement of our children in hopes of building a stronger, better future Daphne. The Committee is driven by the moral integrity of Martin Luther King, Jr. With his example as their guide, their objective is to strengthen the awareness and understanding of racism through compassion.

Over the years I have heard many stories of individual's personal experiences of segregation and how, through fear, honorable people were treated as second class citizens. If we, as a society, fail to recognize the wrongs of the past we will be susceptible to repeat those injustices.

It was 25 years ago that the city of Daphne was asked to give a permit to allow a Martin Luther King, Jr. March. This request was met with criticism and statements that the March was not needed. I remember talking to Willie Williams, President of the Martin Luther King, Jr. Committee, that we should change the attitude of people. It was the next year that the Young Republicans of Baldwin County, along with the Baldwin County Republican Party, sponsored the March. I have participated in every one of the Marches and feel that it is an honor for the city of Daphne to be a part of this day to remember not only Reverend Martin Luther King, Jr. but also those that have given their lives to correct the injustices of segregation.

In conclusion, I would like to thank my constituents' for their support in my request. I believe it our responsibility, as community leaders, to set an example to our children how important it is to be a positive and compassionate contributor to society. If we, as leaders, fail to do this, we are missing an opportunity to educate and heal our community as well as setting ourselves up to repeat the mistakes of the past. I am

Very truly yours

John L. Lake

Daphne City Council Dis. 3

**FEBRUARY 14, 2011  
CITY COUNCIL WORK SESSION  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

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**COUNCIL MEMBERS PRESENT:** Cathy Barnette; John Lake; Kelly Reese; Ron Scott; Derek Boulware.

**ABSENT:** Bailey Yelding; August Palumbo.

Also present: Mayor Small, arrived at 7:00 p.m.; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Erick Bussey, Attorney; Vickie Hinman, Human Resource Director; Adrienne Jones, Planning Director; David McKelroy, Recreation Director; Captain Danny Bell, Police Department; Chip Martin, Fire Inspector; Ashley Campbell, Environmental Programs Manager; Officer Mike Dawson, Police Department; Selena Vaughn, Village Point Foundation.

Absent: Jay Ross, City Attorney.

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

**1. GRANT PERMISSION:**

**a.) Two Planning Grants / Adrienne Jones**

Mrs. Jones explained the two grants to council. One grant is the Alabama Department of Conservation and Natural Resources NOAA Grant for Storm Water Management. The other grant is the Mobile Bay Natural Estuary Program Management of Storm Water, Wetlands and Sediment Transport.

Council President Barnette stated that if council is not interested in the grants they should not apply, because they have already applied and been awarded a grant but the city denied the grant, and when you do that you lower your chances of getting another one.

Council President Barnette requested that the grants be on the next council meeting agenda.

**b.) Amphitheater at Bay Front Park / Selena Vaughn / Village Point Foundation**

Mrs. Vaughn stated that the grant is from the Alabama State Council on the Arts, Arts and Cultural Facilities Grant, and is due March 1<sup>st</sup>. It will allow the city to hire an architect to design an amphitheater for the city. It is a \$50,000 grant and requires a dollar for dollar match. The match can come from the lodging tax. The grant would not be awarded until October of 2011 putting it in the fiscal year 2012 budget. The money from the Council on the Arts would not be paid until the design is finished. Mrs. Vaughn handed out information on the grant to council. (*Handout is spread out upon these minutes*) She asked to establish a sub-committee from another committee to work out the details.

Council President Barnette suggested that she get with the City Clerk and partner with him on grants for the boardwalk. She said that the sub-committee can be under the Buildings and Property Committee.

Consensus of council was to support the grant.

Council President Barnette requested that this be on the next council meeting agenda.

**c.) US Fish and Wildlife Invasive Species Removal Grant / Ashley Campbell**

Mrs. Campbell stated that since the last grant they have nine (9) acres under control. The match for the grant can be in-kind, and Village Point Foundation has volunteered to contribute a minimum of 40 hours of in-kind

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labor toward the match, and she and her staff will be working on the project. The Village Point Foundation supports the project, Mrs. Campbell handed out a letter of support from the Village Point Foundation (*Letter is spread out upon these minutes*), and they support using \$10,000 from the lodging tax toward the project. The US Fish and Wildlife likes to fund these types of grants, and if they get it they may fund it next year also. The grant amount is \$48,000 and the in-kind labor match is \$14,200. They will know within two (2) months of apply if they receive the grant.

Council discussed that the matching funds are already in place with the lodging tax.

Consensus of council was to put it on the agenda for Monday night.

**2. EXCEPTION: FILL RECREATION DEPARTMENT VACANCY / VICKIE HINMAN / DAVID MCKELROY**

Mrs. Hinman stated that there are two (2) positions to fill one is Athletic Coordinator and the other is Program Coordinator. The Mayor submitted a memo outlining the services that would be affected if both positions are not filled. Mr. McKelroy stated that with so many activities going on it is putting a strain on him and the Athletic Coordinator to cover all the events.

Council asked the Mayor if he could move some folks around to fill these positions. Mayor Small said that all the departments were tight right now, and that the person filling the Athletic Coordinator would need expertise in sports, and that would take a long time to teach, and they cannot wait that long, because of scheduled events.

Council requested that Mr. McKelroy get with the hotels to figure out how much revenue these events bring to the city. Council suggested borrowing employees from other departments to help with the events. They do not see why they would lose programs because they do not fill the Program Coordinator position.

Council President Barnette requested that this be on the agenda for Monday.

**3. RENAISSANCE CENTER PETITION / GUY OSWALT**

Mr. Oswalt stated that the Improvement District is asking for approval to add an additional assessment of \$121,600.42 per acre for a total of \$7 million. These funds are for operations, administrative and maintenance costs.

Council discussed that the city takes care of the streets, drainage and pays for the lights.

Consensus of council was that this was too steep on top of the first assessment. They requested more specified information as to the operation and maintenance budget before they place this on the agenda. They commented that it was already too expensive for some businesses to come into the center.

**4. ROAD PROJECTS CONSIDERATION:**

**a.) Capital Projects / Richard Johnson**

Mr. Johnson reported that the time line for the road projects are on schedule. Pre-bid meeting is scheduled for February 28<sup>th</sup>, and bid openings will be March 10<sup>th</sup>, bids will be presented to the Finance Committee on March 14<sup>th</sup>.

**b.) I-10 Mobile River Bridge & Bay Way Widening / Richard Johnson**

Mr. Johnson pointed out that the City of Daphne is considered the Coordination Agent. He presented slides along with his presentation of the project. The project will expand the Bay Way into eight (8) lanes to Highway 181. They would like the city to draft a letter of support for the project.

Consensus of council was that key to supporting the project is extending the eight (8) lanes well to the east of Highway 181.

**5.) BP PURCHASE REQUESTS & REALLOCATION OF FUNDS**

**a.) City Wide Radio System / Captain Danny Bell**

Captain Bell stated that this would supplement the grant received by the Fire Department to update their communication system. This would bring the rest of the city in with the system the Fire Department will be installing. This is a high priority use of the BP money to enhance their capabilities. The Baldwin County Sheriff has been looking at this system for a while, and also the other surrounding cities are looking at going to this system. The county will set up the infrastructure for all cities and county to be on the same radio system. The cost to bring the rest of the city in with this system will be \$306,413. The system they have now is 15 years old, and two (2) re-bandings are coming down from the FCC, and some of the equipment cannot be re-banded. This system will eliminate the need for pagers, and with this system they can keep track of where the police cars are at all times, and if the officer is wearing his radio they will know where he is at all times. This will be a secured system. They system they have now is not secured and people can listen in on the police calls, and the criminals know they are coming before they do.

Consensus of council is that this is in the spirit of the BP grant.

Council President Barnette requested that this be on Monday's agenda.

**CHANGE MARCH 1<sup>ST</sup> COUNCIL  
MEETING DATE:**

Council discussed changing the March 1<sup>st</sup> council meeting date due to Mardi Gras. It was determined that the first council meeting was March 7<sup>th</sup> and would not affect Mardi Gras.

**FEBRUARY 14, 2011  
CITY COUNCIL WORK SESSION  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

4

**ANNEXATIONS:**

Council President Barnette wanted council to be thinking about annexing out.

Councilman Scott pointed out an article in the Alabama Journal that dealt with Island Annexations where a city can annex property if it is surrounded by the city limits.

Council President Barnette stated that she will put this on a work session agenda where the items to consider are light.

**b.) EMERGENCY OPERATIONS PLAN / RICHARD JOHNSON**

Mr. Johnson introduced Ms. Rebecca Boone, Mr. Roger Shields and Walt Dickerson of Diversified Emergency Management Associates, LLC. Mr. Shields presented reasons why the city needs an emergency plan using a slide presentation. (*Presentation spread out upon these minutes*)

Council asked the mayor if an emergency plan would be helpful to the city.

Mayor Small stated that it would be of great benefit.

Consensus of council was that this was included in the first grant, and that the emergency operations plan and the radio system follows the scope of the BP funds, and that the items in the first grant are approved, and that they can go forward. The total request is \$110,000 since the barricades were approved previously.

Council President Barnette requested that the resolution be placed on Monday's agenda.

**6. ADJOURN**

There being no further business to discuss the meeting adjourned at 9:05 p.m.

Respectfully submitted by,

---

**David L. Cohen,  
City Clerk, MMC**

Certification of Presiding Officer:

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**Cathy S. Barnette,  
Council President**

Office of the Mayor  
Daphne, Alabama

## PROCLAMATION

### *"Earth Day Mobile Bay"*

*WHEREAS, the City of Daphne realizes that the land surrounding our bay is a precious natural resource which supports the economy, society, and daily lives of our citizens; and*

*WHEREAS, we want to support the efforts of citizens, businesses, and organizations to celebrate the beauty and wonder of the land, skies, and water in the bay area; and*

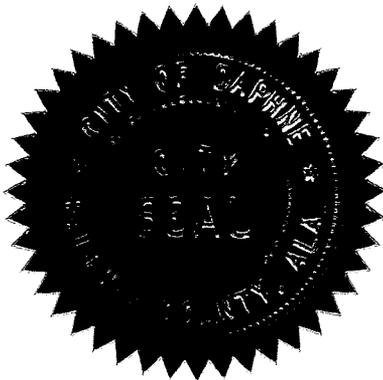
*WHEREAS, we recognize our dependence upon the Earth and upon one another for our common existence, well-being, and development; and*

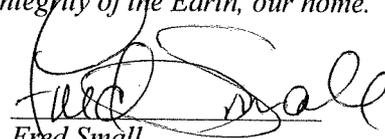
*WHEREAS, we further recognize our interdependence with other local governments for the protection of the bay area; and*

*WHEREAS, we are committed to work for the preservation and protection of our natural resources in the Mobile Bay area; and*

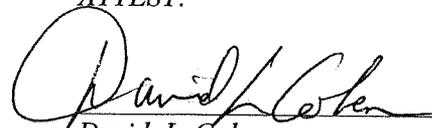
*WHEREAS, we encourage all citizens to attend the Earth Day Mobile Bay Celebration to be held Sunday, April 23, 2011 at the Fairhope Municipal Pier beginning at 10:00 a.m. and concluding at 7:00 pm.*

*NOW THEREFORE, the Mayor and City Council of the City of Daphne do hereby proclaim April 23, 2011, as **EARTH DAY MOBILE BAY** in the City of Daphne and in the spirit of commitment encourage our citizens, businesses, and organizations to participate in this celebration and accept responsibility to protect the integrity of the Earth, our home.*



  
Fred Small,  
Mayor

ATTEST:

  
David L. Cohen,  
City Clerk, MMC

**ORDINANCE 2011-05**

**AN ORDINANCE TO ESTABLISH SURETY BOND LIMITS FOR CERTAIN MUNICIPAL OFFICERS AND EMPLOYEES**

**WHEREAS**, a review of Surety Bonds and the Blanket Employee Dishonesty Insurance Policy has been conducted; and

**WHEREAS**, certain coverage revisions have been recommended.

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

**Section 1:** That Ordinance 2005-09 be and is hereby repealed in in its entirety.

**Section 2:** That the following officers and employees of the City of Daphne, Alabama are each hereby required to maintain Surety Bonds in their term and respective positions in the amount of \$500,000 each to include to-wit:

- a.) Mayor
- b.) Finance Director/Treasurer
- c.) Revenue Officer
- d.) Municipal Court Magistrate

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA** on this the 7<sup>th</sup> day of February, 2011.



**Cathy S. Barnette,  
Council President**

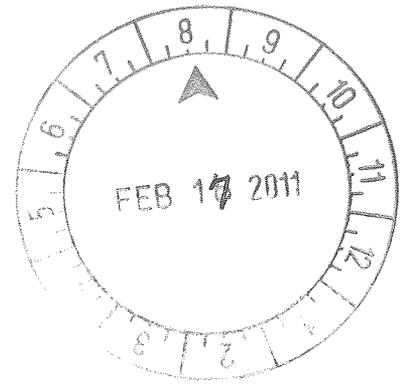
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**Fred Small,  
Mayor**

**ATTEST:**

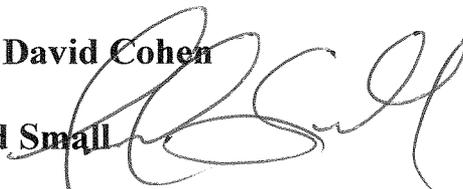
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**David L. Cohen,  
City Clerk, MMC**



**INTERNAL MEMORANDUM**

**TO:** City Clerk, David Cohen

**FROM:** Mayor Fred Small 

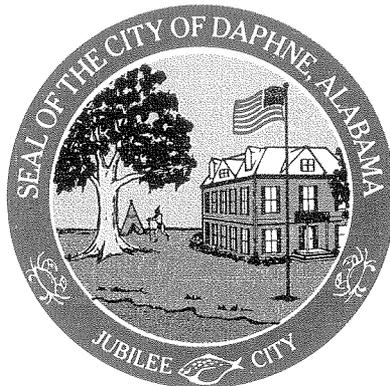
**DATE:** February 16, 2011

**SUBJECT:** VETO OF ORDINANCE 2011-05

**Please find attached.**

- Veto of Ordinance 2011-5
- Ordinance 2005-09
- Ordinance 1996-27
- Ordinance 1991-10
- Finance Committee Minutes – March 10, 2005
- Sections from the Code of Alabama that pertain to the Surety Bonding of Elected Officials
- Ordinance 2011-5

FRED SMALL  
MAYOR  
DAVID L. COHEN, MMC  
CITY CLERK  
KIMBERLY M. BRILEY  
FINANCE DIRECTOR/TREASURER  
DAVID B. CARPENTER II  
CHIEF OF POLICE  
JAMES (BO) WHITE  
FIRE CHIEF



## COUNCIL MEMBERS

BAILEY YELDING, JR.  
DISTRICT 1  
CATHY BARNETTE  
DISTRICT 2  
JOHN L. LAKE  
DISTRICT 3  
GREG W. BURNAM  
DISTRICT 4  
RON SCOTT  
DISTRICT 5  
DEREK BOULWARE  
DISTRICT 6  
AUGUST A. PALUMBO  
DISTRICT 7

February 16, 2011

### Official Veto to Ordinance 2011-05 and the repeal of Ordinance 2005-09.

**Ordinance 2005-09 states "WHEREAS, a review of Surety Bonds and the Blanket Employee Dishonesty Insurance Policy has been conducted: and**

**WHEREAS, coverage revisions have been recommended."**

Back in 2005 Ordinance 2005-09 went through the proper channels as per say Finance Committee before moving forward to the Council meeting Agenda.

I have included the Finance Committee minutes for March 10 2005 where the bonding was discussed in preparation for ordinance 2005-09. It was discussed that the bond amount needed to be increased from \$100,000 to \$500,000 because the budgets increase to almost \$20,000,000. Moreover it was more discussion as to "check signers" and at that time both the President and the President Pro Tempore were check signers, thus ordinance 1996-27 so stated.

Ordinance 1991-10, (which has never been repealed and still stands), also lists the bonding to include Council President and the President Pro Temp. So the requirement for both the President and the President Pro Tempore to be bonded is not new... these 2 positions have historically been the alternate check signers. If this is no longer the case, then we need an ordinance to address those Council members who are alternate check signers and Ordinance 2011-05 does not address them.

**Ordinance 2011-05 states "WHEREAS, a review of the Surety Bonds and the Blanket Employee Dishonesty Insurance Policy has been conducted; and**

**WHEREAS, certain coverage revisions have been recommended.”**

With respect to Ordinance 2011-05 this ordinance never sufficed till the Vice Chairman of the Finance Committee brought the non-compliance of Ordinance 2005-09 to the Committee’s attention in the January finance meeting, and not till January 17<sup>th</sup> Council Agenda did this Ordinance 2011-05 appears.

I ask why when the non-compliance of ordinance 2005-09 was brought to the attention of the Finance Committee, why did the Chairman of this committee not seek answers from staff and committee members and seek a resolution to the non-compliance of said ordinance.

Now with this being said I ask this Council why we are changing this Ordinance in mid-stream when the Council person in question has been in non-compliance of Ordinance 2005-09 for more than a year. Moreover for the Council Members that has been aware that this person was non-compliant, how does this look to the Citizens of Daphne.

As you are well aware of the Revenue Officer that could not be hired because of the non-ability to be bonded, now should we ask more from our employee’s than we are willing to give or is this situation a situation to where we are telling our employees “do as I say not as I do?”

**I know that this council wants to be known as a “Council that conducted business openly and in a transparent way”**

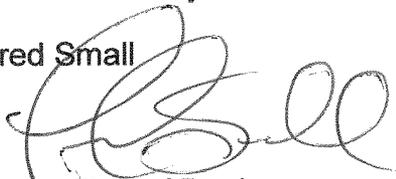
**I know this Council still has a high level of “Personal Values, Ethical Morels and Integrity”**

**I know that in today’s time and with all the distrust in Government, this Council wants to show that we have a high regards to a self-ethical stand for the Citizens of Daphne.**

**As Council President and Council President Pro-Tempo they receive additional compensation – are they not responsible for the duties of check signing? History shows In the previous ordinances they were named as check signers.**

**Now with all these facts before me this is where I cast my Vote... and I ask you to join me and uphold this VETO.**

Fred Small

  
Mayer City of Daphne

ORDINANCE 2005-09

AN ORDINANCE TO ESTABLISH SURETY BOND LIMITS FOR CERTAIN  
MUNICIPAL OFFICERS AND EMPLOYEES

WHEREAS, a review of Surety Bonds and the Blanket Employee Dishonesty Insurance Policy has been conducted; and

WHEREAS, coverage revisions have been recommended.

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

Section 1: Ordinance 1996-27 is hereby repealed.

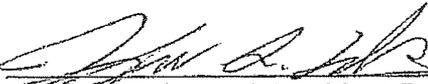
Section 2: The following officers and employees of the City of Daphne, Alabama, are hereby required to maintain Surety Bonds in the amount of \$ 500,000 each:

Mayor  
Finance Director/Treasurer  
City Council President  
City Council President Pro Tempore  
Revenue Officer  
Municipal Court Magistrate

Section 3: The Fiscal Year 2005 budget is hereby amended to include the appropriation of \$ 15,722 for the Surety Bonds herein required and to increase the Blanket Employee Dishonesty Insurance Policy coverage to \$ 500,000 and to include losses due to forgery, alterations, computer fraud, and robbery.

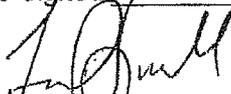
APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, on this the 21<sup>st</sup> day of March, 2005.

THE CITY OF DAPHNE



John Lake, Council President Pro Tem

Date & Time Signed: March 22, 2005 8:40 PM



Fred Small, Mayor

Date & Time Signed: 3/23/05 15:48

ATTEST:



David Cohen, City Clerk, MMC

ORDINANCE NO. 1996- 27

AN ORDINANCE TO ESTABLISH CERTAIN SURETY BONDS FOR CERTAIN MUNICIPAL OFFICERS AND EMPLOYEES OF THE CITY OF DAPHNE, ALABAMA.

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

SECTION 1: The following officers and employees of the City of Daphne, Alabama, shall give bond in the amount of \$100,000.00 with an appropriate surety:

MAYOR FINANCE DIRECTOR/TREASURER

MAYOR PRO-TEMPORE REVENUE AGENT

MUNICIPAL COURT MAGISTRATE

COUNCIL MEMBERS authorized by ordinance as signatories on bank accounts

SECTION 2: That said premiums for the above surety bonds shall be paid by the City of Daphne, a municipality.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE 21st DAY OF October, 1996.

  
E. Harry Brown  
Mayor

ATTEST:

  
Ruth P. Martin  
City Clerk

STATE OF ALABAMA )  
COUNTY OF BALDWIN)

I, Ruth P. Martin, City Clerk of the City of Daphne, Alabama, do hereby certify the foregoing to be a true and exact copy of an Ordinance approved and adopted by the City Council of the City of Daphne, Alabama, at its meeting held on the 21st day of October, 1996.

  
Ruth P. Martin, City Clerk

ORDINANCE NO. 1991-10

AN ORDINANCE TO ESTABLISH CERTAIN SURETY BONDS FOR CERTAIN MUNICIPAL OFFICERS AND EMPLOYEES OF THE CITY OF DAPHNE, ALABAMA.

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

SECTION 1: The following officers and employees of the City of Daphne, Alabama, shall give bond in the amount of \$100,000.00 with an appropriate surety:

MAYOR

COUNCIL PRESIDENT

PRESIDENT PRO-TEMPORE

COUNCIL FINANCE CHAIRMAN

CITY CLERK-TREASURER

CITY MANAGER

CITY FINANCE DIRECTOR

CITY REVENUE OFFICER

REVENUE CLERK

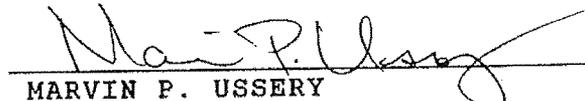
COURT CLERK/ MAGISTRATE

ASSISTANT COURT CLERK/MAGISTRATE

SECTION 2: That said premiums for the above surety bonds shall be paid by the City of Daphne, a municipality.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, ON THIS THE NINETEENTH DAY OF AUGUST, 1991.

  
A. VICTOR GUARISCO  
MAYOR

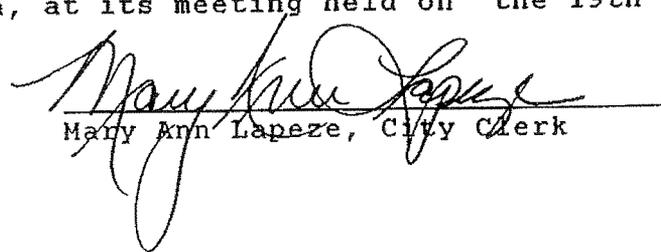
  
MARVIN P. USSERY  
COUNCIL PRESIDENT

ATTEST:

  
MARY ANN LAPEZE  
CITY CLERK

STATE OF ALABAMA)  
COUNTY OF BALDWIN)

I, Mary Ann Lapeze, City Clerk of the City of Daphne, Alabama, do hereby certify the foregoing to be a true and exact copy of an Ordinance approved and adopted by the City Council of the City of Daphne, Alabama, at its meeting held on the 19th day of August, 1991.

  
Mary Ann Lapeze, City Clerk

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**CITY OF DAPHNE  
FINANCE COMMITTEE MINUTES  
MARCH 10, 2005  
4:00 P.M.**

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

The meeting was called to order at 4:10 P.M. Present were Councilman Bailey Yelding; Councilwoman Regina Landry; Finance Director Kim Briley; Senior Accountant Suz anne Henson; and Accountant I Belinda Job.

Chairman Ron Scott was absent.

Also in attendance were Police Captain Randy Bishop; Public Works Director Ken Eslava; Human Resources Director Sharon Cureton; Fire Chief Mund Hanson; and Recreation Director David McKelroy.

**II. PUBLIC PARTICIPATION**

**A. FY04 Audit Progress Update – Allen and Allen, CPAs – Mr. Jeff Allen**

Mr. Allen discussed he wanted to introduce himself to the new Committee members and give an update on the current audit. Discussion continued that the hurricane in September and all the FEMA work that resulted has delayed the start of the audit process; however, the time period to complete the audit will be May. Mr. Allen noted all the major revisions to the new governmental accounting reporting requirements were completed last year so it should only be a matter of adding to what we currently have. Mr. Allen noted if anyone has any specific questions or concerns they need addressed, to please contact either Ms. Briley or him directly.

**III. ISSUES REQUIRING ACTION BY CITY COUNCIL**

**A. Surety Bonds / Employee Dishonesty Insurance Coverage – Mr. Robbie Robertson, John Robertson Insurance Company**

Ms. Briley discussed Ordinance 96-27 established a \$100,000 surety bond limit for 5 positions within the City. There is also a \$25,000 Employee Dishonesty Policy that covers employees in general. Discussion continued when these limits were adopted, the budget was \$9.5 million dollars. Ms. Briley noted the current budget is almost \$18 million and quickly approaching \$20 million. Discussion continued the City's Employee Dishonesty Policy currently does not include forgery, alterations, or computer fraud. Ms. Briley noted it is very important that these coverages be added now that the Council Packets are online and with the increased wireless and internet communications between departments. Discussion continued the City's current policy does not include any type of robbery, whether physically inside the building or while taking money to the bank.

Ms. Briley noted discussions with the League of Municipalities and Robbie Robertson of John Robertson Insurance have resulted in a recommendation to increase the surety bond coverage to a minimum of \$500,000 for check signers, the Revenue Officer, and Court Magistrate. Discussion continued it is also recommended that the employee dishonesty policy be increased to \$500,000 and that forgery, alterations, computer fraud, and robbery be added to the policy.

Ms. Briley discussed the City currently pays \$2,150 annually for the Surety Bonds and \$1,512 annually for Employee Dishonesty Insurance. The increase in coverage limits would result in an additional cost to the City of \$15,722 annually (to be prorated for the balance of the current Fiscal Year). Ms. Briley noted an ordinance would need to be adopted to amend Ordinance 96-27.

***Motion by Ms. Landry to recommend to Council to adopt an ordinance to:***

- 1) amend Ordinance 96-27 and increase the Surety Bond limit to \$ 500,000, and***
- 2) amend the budget in the amount of \$15,722 for the increased cost of premiums and coverage for the \$ 500,000 Surety Bonds and \$ 500,000 Employee Dishonesty Insurance Policy. Seconded by Mr. Yelding.***

Section 11-43-13

**Bonds of certain municipal officers or employees.**

All officers or employees handling money or exercising authority over property of municipalities shall, before entering upon the discharge of their duties, give bond, with surety to be approved by the mayor, in such penalty as the council may prescribe, conditioned for the faithful discharge of the duties of his office and faithfully to account for all moneys received.

*(Code 1907, §1189; Code 1923, §1905; Code 1940, T. 37, §415.)*

Section 36-5-2

**When bonds to be filed.**

In all cases, official bonds must be filed in the proper office within 40 days after the declaration of election or after the appointment to office, except bonds of tax assessors and tax collectors which shall be filed on or before September 1 next after their election or appointment.

*(Code 1852, §124; Code 1867, §163; Code 1876, §174; Code 1886, §270; Code 1896, §3083; Code 1907, §1496; Code 1923, §2608; Acts 1935, No. 194, p. 256, §154; Acts 1935, No. 328, p. 754, §1; Code 1940, T. 41, §45.)*

Section 36-5-22

**Performance of official act by public officer prior to approval and filing of bond.**

Any public officer required by law to give bond who performs any official act before his bond is approved and filed as required by law must, on conviction, be fined not less than \$500.00.

*(Code 1852, §127; Code 1867, §166; Code 1876, §4161; Code 1886, §3952; Code 1896*

Section 36-5-15

**Failure of officer to give bond within prescribed time vacates office; certification of failure to file bond to appointing power and filling of vacancy.**

If any officer required by law to give bond fails to file the same within the time fixed by law, he vacates his office. In such case, it is the duty of the officer in whose office such bond is required to be filed at once to certify such failure to the appointing power, and the vacancy must be filled as in other cases.

*(Code 1852, §125; Code 1867, §164; Code 1876, §175; Code 1886, §271; Code 1896, §3085; Code 1907, §1498; Code 1923, §2610; Code 1940, T. 41, §47.)*

**Section 36-5-16**

**Notification of district attorney of failure of public officer to file bond.**

If any public officer required by law to give bond fails to file the same in the proper office within the time prescribed, notice of such failure must be given by the officer in whose office such bond is required to be filed, by or during the first two days of the session of the circuit court held in the county in which the officer so failing resides next after such failure to the district attorney of the circuit to which such county belongs.

*(Code 1852, §128; Code 1867, §167; Code 1876, §177; Code 1886, §272; Code 1896, §3086; Code 1907, §1499; Code 1923, §2611; Code 1940, T. 41, §48.)*

**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**

**CITY OF DAPHNE  
SPECIAL FINANCE COMMITTEE MINUTES  
February 7, 2011  
6:00 P.M.**

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

The meeting was called to order at 6:03 pm. Present were Chairman Derek Boulware, Councilman Ron Scott, Councilman Bailey Yelding, and Senior Accountant Suz anne Henson.

Finance Director Kim Briley was absent.

Also in attendance was Public Works Director Richard Johnson.

**II. PUBLIC PARTICIPATION**

There was no public participation.

**III. ISSUES REQUIRING ACTION BY CITY COUNCIL**

**A. Bids**

**1. 2011-H-TWO (2) 20 CUBIC YARD REAR LOADING REFUSE COLLECTION TRUCK**

Discussion was made that the resolution for the bid award has already been approved and now a resolution approving the lease financing of the two trucks needs to be presented for approval. Quotes were obtained for the lease financing and Hancock Bank is recommended by staff.

***Motion by Mr. Scott to recommend Council adopt a resolution awarding the lease financing for bid 2011-H-TWO (2) CUBIC YARD REAR LOADING REFUSE COLLECTION TRUCK to Hancock Bank at 2.39 % financing. Seconded by Mr. Yelding. Motion carried.***

**2. 2011-I-SEHOY DRAINAGE REPAIR – CLAIBORNE CIRCLE**

Mr. Johnson discussed the need to move forward on this project and agreed with the recommendation from the City engineers that the bid be awarded to the low bidder Peavy Construction.

***Motion by Mr. Yelding to recommend Council adopt a resolution awarding bid 2011-I-SEHOY DRAINAGE REPAIR to Peavy Construction in the amount of \$66,727. Seconded by Mr. Scott. Motion carried.***

## **A. Appropriation Request**

1. Sehoj Drainage Repair – Claiborne Circle Additional Appropriation - \$6,629

Mr. Johnson discussed that he had just learned that a transformer needed to be relocated for this project and the cost of the relocation is \$2,590.49. Discussion continued that this would increase the appropriation request of \$4,038 for cost above the original estimated project cost for a total appropriation request \$6,629 to complete the project.

***Motion by Mr. Yelding to recommend Council adopt an ordinance appropriating an additional \$6,629 for Sehoj Drainage Repair. Seconded by Mr. Scott. Motion carried.***

## **IV. ADJOURN**

The meeting was adjourned at 6:15 p.m.

**CITY OF DAPHNE  
FINANCE COMMITTEE MINUTES  
February 14, 2011  
4:00 P.M.**

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

The meeting was called to order at 4:02 pm. Present were Chairman Derek Boulware, Councilman Ron Scott, Councilman Bailey Yelding, Senior Accountant Suz anne Henson, and Accountant Donna Page.

Finance Director Kim Briley was absent.

Also in attendance were Human Resources Director Vickie Hinman, Public Works Director Richard Johnson, Recreation Director David McKelroy, Community Development Director Adrienne Jones, Police Captain Danny Bell, Fire Battalion Chief Joey Holasz, Environmental Programs Manager Ashley Campbell, and Building Maintenance Supervisor Frank Barnett.

Mayor Fred Small came in at 4:21 pm and Revenue Officer Heather Gwynn came in at 5:04 pm. Councilman Ron Scott left at 5:25 pm.

**II. PUBLIC PARTICIPATION**

There was no public participation.

**III. HUMAN RESOURCES BUSINESS**

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

Ms. Vickie Hinman, Human Resources Director, presented the Human Resources activity update. Fifteen applications have been received for the Recreation Program Coordinator position; interviews are being held for the (2) Police Officers positions and the Part-time Crossing Guard position; references and background checks are being done for the Civic Center Sales Manager position and the Civic Center Events Assistant position; and the Athletic Coordinator position is waiting for approval.

Safety awards are being prepared for the 215 employees who have been accident / injury free from July 1 through December 31. Mr. David McKelroy reported to the Safety Committee on the playground equipment in the parks and the need to meet regulations. The next Safety Committee meeting will be February 23, 2011 at 8:15 a.m.

Ms. Hinman noted department projects include sexual harassment training held for all employees and supervisors; Fundamentals of Personnel Law Training will be next month for all department employees; questions were mailed to companies that provided self-insurance proposals and responses have been received but not yet reviewed; and W-2's were issued prior to January 31.

**B. Personnel Request to fill Open Positions**

1. Personnel Vacancy YTD Summary

Ms. Hinman presented a summary of the cost savings for FY 2011 due to the open positions to date. The total saved including wages and benefits equals \$59,001.11.

## 2. Recreation Programs Coordinator and Recreation Athletic Coordinator

Mr. David McKelroy discussed the need for the two open positions and presented job descriptions and duties for both positions, as well as a calendar of events and job justifications. Discussion was made that the Mayor included a memo stating what services/events would have to be cancelled in reference to each position requested if the positions were not filled. Ms. Henson noted that these positions are scheduled to be discussed at the Council Work Session following the Finance meeting and a Resolution will be in the Council packet for full Council review and approval.

## **IV. ISSUES REQUIRING ACTION BY CITY COUNCIL**

### **A. Appropriation Request**

#### 1. Sports Complex Concession Roof Repair - \$13,343

Mr. McKelroy discussed the roof damage incurred on the restroom/concession building a Trione Sports Complex from the wind storm of December 11, 2010. It was recommended that due to the age of the shingle roofing and damage to the decking of the roof that the building be re-roofed. One cost estimate of \$13,343 has been received.

Ms. Henson noted that a response on whether insurance will cover any of the cost was suppose to be received by the end of last week and that she would follow up on the status of the reimbursement.

#### 2. Sports Complex Bleachers - \$35,157.72

Mr. McKelroy discussed that six of eight sets of bleachers were destroyed at the softball fields and two sets were destroyed at the soccer fields during the wind storm. Cost to replace the bleachers using US Communities Bid pricing from BSN Sports is \$35,157.72 delivered. Assembly and installation will be done by the Parks department.

Mr. McKelroy discussed that at least two quotes will be obtained for the roof repair and for the bleachers, and the bleachers will be purchased at the least cost whether it be bid or US Communities contract. Ms. Henson noted that any insurance received will offset the appropriation amount. Ms. Henson noted that there would most likely be a \$5,000 deductible applied to the claim and depreciation of the asset's value will be a factor in the insurance reimbursement.

***Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$48,500.72 (\$13,343 for roof repair and \$35,157.72 for bleachers), for damages incurred at the Trione Sports Complex during the December 11, 2010 wind storm. Seconded by Mr. Yelding. Motion carried.***

#### 3. Surfacing Material: Playground Safety Use Areas - \$52,000

Mr. McKelroy noted that it has been discussed at a previous Council work session that the use areas at all city playground parks are in serious need of surfacing material. He presented diagrams of each park with dimensions of each use area, as well as cost estimates from US Communities bid pricing for engineered wood fiber surfacing material and premolded plastic boarder. He noted that all playground equipment has been inspected and any unsafe or unusable equipment has been removed or is being re-configured to meet standard requirements.

***Motion by Mr. Scott to recommend Council adopt an ordinance, based on the safety and health of our community, appropriating \$52,000 for engineered wood fiber surfacing material and border to resurface our City playground parks. Seconded by Mr. Yelding. Motion carried.***

4. Recreation / Parks Truck Replacement - \$18,688

Mr. McKelroy discussed that the Parks Department truck # 50, a 1999 Ford F-150, has a blown engine. Cost of repair is \$4,900, which is far more than the value of the vehicle. He stated that this vehicle was used every day, and they currently have to use a dump truck in its place. Discussion continued that use of the dump truck was expensive. He presented a state bid price for a 2011 Ford F-150 Extended Cab 4x2 of \$18,326 and a quote from Bay View Ford in Daphne for \$18,688 for the same truck. Discussion continued that the bid could go out to bid to give local vendors the opportunity to compete with the State Bid Contract.

***Motion by Mr. Yelding to recommend Council adopt an ordinance appropriating \$18,688 for a 2011 Ford F-150 Extended Cab 4x2 replacement truck for the Parks Department. Seconded by Mr. Scott. Motion carried.***

5. 2010 Assistance to Firefighters Grant – City Match \$16,219

Mr. Holasz discussed the FY 2010 Assistance to Firefighters Grant. This grant has a total budget of \$324,394, with a federal share of \$308,175 and a City match of \$16,219. It will be used to set up infrastructure and to purchase radios for the fire department. Captain Danny Bell discussed that the County is creating the infrastructure for all cities and the county to be on the same radio system, and this will be the beginning of Daphne's change to this system.

It was discussed that this will likely be at least a 15 year system, and has many functions and features, such as digital communication, GPS tracking system, mass text messages, and five day backlog to check vehicles locations. It is hopeful that all of the City will be on the new system eventually. The total cost in addition to the grant match to convert all departments (PD/PW/S&R/Parks & additional FD equipment) is \$306,413. Captain Bell noted that the police department's current radio system is 15 years old and will have to be "rebanding" by 2012. Captain Bell also discussed that the City's current Radio system might could be sold to another municipality that will soon be required to convert to the frequency the City of Daphne is currently using. The police department is hoping to use \$172,559 of BP money to cover their department's cost to convert to the new system. Discussion continued that the use of the BP monies was going to be discussed at the Council Work Session following the Finance meeting.

***Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$16,219 for the City's share of the 2010 Assistance to Firefighters Grant. Seconded by Mr. Yelding. Motion carried.***

6. City Hall Roof Maintenance Contract - \$875 Annually for a 3 Year Contract

Mr. Frank Barnett presented a request from the Buildings & Property Committee that the City enter into a maintenance contract with All-South Subcontractors, Inc. for a three year period at \$875 annually to inspect and do any warranty repairs on the City Hall roof. Mr. Barnett noted that the two year contractor's warranty period has expired leaving 17 years left on the Manufacturer's warranty, and this annual inspection is needed to keep that warranty in effect.

***Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$875 annually for a three year maintenance contract with All-South Subcontractors, Inc. to inspect and complete any warranty repairs on the City Hall roof. Seconded by Mr. Yelding. Motion carried.***

***MONIES ARE AVAILABLE FROM ENCUMBERED FUNDS – NO APPROPRIATION REQUIRED***

## **B. Prepaid Travel Request**

1. David Cohen, City Clerk, National League of Cities Conference, Washington, DC, March 12-16, 2011 - \$175

2. Derek Boulware, Councilman, National League of Cities Conference, Washington, DC, March 12-16, 2011 - \$175

Discussion was made that John Lake, Councilman will also be attending the conference but did not request a pre paid travel advance and will submit receipts for reimbursement upon his return.

**Motion by Mr. Scott to recommend Council adopt a resolution approving prepaid travel for:**

- 1. David Cohen, City Clerk, National League of Cities Conference, Washington, DC, March 12-16, 2011 - \$175**
- 2. Derek Boulware, Councilman, National League of Cities Conference, Washington, DC, March 12-16, 2011 \$175**

**Seconded by Mr. Yelding. Motion carried.**

### C. Bid

#### 2011-J-LIFTING MECHANISM FOR AUTOMATED GARBAGE TRUCK

Two bid invitations were sent out, with two sealed bids received. Staff recommended the low bid from McNeilus Truck & Manufacturing be accepted. It was noted that this is to replace the lifting arm on truck #1205, 2007 Condor Garbage Truck, and is a budgeted item.

**Motion by Mr. Scott to recommend Council adopt a resolution awarding bid 2011-J-LIFTING MECHANISM FOR AUTOMATED GARBAGE TRUCK TO McNeilus Truck & Manufacturing, with the onsite repairs option, in the amount of \$20,738.20. Seconded by Mr. Yelding. Motion carried.**

### D. Grants

US Fish & Wildlife Coastal Assistance Program – Grant \$60,000 – City’s Match - \$3,600 In-Kind & \$10,000 from Lodging Tax

Ms. Ashley Campbell discussed this \$60,000 grant for invasive species control for Village Point Park and Bay Front Park. It requires a City match of \$3,600 in-kind and \$10,000 cash, and funds are being requested from the Lodging Tax Fund.

**Motion by Mr. Scott to recommend Council authorize the Mayor to apply for the \$60,000 Invasive Exotic Plant Species Control Project Grant for Village Point Park and Bay Front Park with a \$3,600 in-kind and \$10,000 cash match from the Lodging Tax Fund. Seconded by Mr. Yelding. Motion carried.**

### E. Declare City Property Surplus

The following equipment was presented for surplus:

Dept	Tag/Veh#	Description	VIN # / Serial #
Grounds	201	1993 Vermeer / 1250 Chipper	1VRC14130M / 1002681
Parks	50	1999 Ford TR-F Series	1FTRX17W2NB60798
Comm Dev	114	1998 Ford Taurus	1FAFP52U2WA134794
Street	31	1990 GMC PU TC10703	1GTDC14H7LZ526463

***Motion by Mr. Scott to recommend Council adopt a resolution declaring the listed property surplus and authorizing the Mayor to dispose of such equipment. Seconded by Mr. Yelding. Motion carried.***

## **V. ISSUES REFERRED TO COUNCIL WORK SESSION**

### **A. Finance Personnel Request**

Ms. Henson reviewed the information and justification reports submitted in the packet for the following positions:

Finance Personnel Request (*Including Benefits*):

- Deputy Director - \$61,117/Annual Salary
- Accountant - \$44,427/Annual Salary
- Accounting Technician \$37,697/Annual Wages
- **(March-September) - \$71,620.50 - three positions for ½ Fiscal Year 2011**

Ms. Henson explained the critical need to hire additional personnel in Finance. Ms. Henson noted that included in the justification was a calculation of hours finance personnel spends receiving and preparing Revenue payments/tax forms for entry and posting by the Revenue department and relieving at the front reception desk. Ms. Henson noted that over the last couple years procedures had changed in Revenue and the front reception desk and that 1,648 hours/year are spent on these duties that were previously focused on Finance duties. Ms. Henson explained that while Finance personnel was performing these duties that invoices were not being entered, checks were not being processed, Purchase Orders were not being processed and reconciliations were not being done. Ms. Henson noted there was a summary sheet in the packet that detailed that Finance is three weeks behind on posting cash receipts and five months behind on account and fund reconciliations, and a couple years behind on imaging Accounts Payable records for archival purposes. Ms. Henson noted that in order to give timely financial information to the Council and the public that more personnel were needed in the Finance department. Ms. Henson discussed there are several current grants active and noted that there were five grants on this agenda for consideration, all of which require review, processing, reconciling, and proper record keeping for audits. Ms. Henson noted that the City has grown and the workload in Finance has grown as well. Ms. Henson noted that the average longevity of the Finance department employee is 12 years.. with the Finance Director having the most, 20 years, Accounting Techs-16 years, Senior Accountant 15 years, and the least is 5 years so the department is experienced it is just the workload has increased to a point the current staff cannot continue to maintain the workload and complete financial reports and audits in a timely manner unless additional staff is hired.

Ms. Henson noted that the Deputy Director salary listed was derived from placing it in a range between the Finance Director, which in the City's current pay table starts at \$50,313 and Senior Accountant which pay starts at \$36,279. Ms. Henson noted that the market actually suggest a pay range for a Deputy Director at \$50,000 - \$70,000 but since the City's pay range is lower than market and most surrounding municipalities it is listed to fit within an appropriate grade at a starting salary of \$47,055. A draft job description is also included. Ms. Henson noted this has not been reviewed by Archer Company.

***Motion by Mr. Scott to recommend the personnel needs of Finance be discussed at the March work session of the full Council. Seconded by Mr. Yelding. Motion carried.***

### **B. Mobile Bay Estuary – US EPA Grant – Increase \$3,000 to \$10,000 Annually**

Ms. Henson noted that funding for the Mobile Bay Estuary is not included in the FY11 Budget and that this information was just received. Discussion continued that this request would be discussed at the March Finance meeting.

### **C. Grants—(Resolution required for application / Ordinance for appropriation after award of Grant)**

#### **1. Stormwater ADCNR Grant – Application (\$20,000 Match) – *Application Deadline: March 4, 2011***

Mr. Christopher Baker with Hutchinson, Moore, & Rauch discussed this grant will fund the study of impaired streams at locations: Joe's Branch, Yancey Branch, D'Olive Creek, and Tiawasee Creek, and will result in regulatory change. He noted it has a March 4, 2011 application deadline and completion date of September 2012. Further discussion was made that any combination of in-kind and cash match is allowed as long as it is a \$20,000 total match, the \$8,000 cash and \$12,000 in-Kind was a recommended breakdown from HMR. Estimated in-kind labor may be more than \$12,000 so the breakdown of the match could be adjusted. Discussion was made on if monies would be available for the match.  
(*Encumbered funds - \$20,000 Comprehensive Long Range Plan available for consideration for the City's match*)

#### **2. Mobile Bay Estuary Program – Storm Water Management - \$22,500 - \$75,000 Available / Match 1:1 Ratio**

Ms. Jones discussed that this grant will fund the creation of new land use regulations which promote the use of Low Impact Development regulations and provision for incentives for the developers to use the LID provisions rather than the traditional stormwater management techniques. Ms. Campbell discussed that the Stormwater ADCNR Grant and the Mobile Bay Estuary Program – Storm Water Management Grant need to be compared. She noted that we currently have a study of the impaired streams, but have not approved our Land Use Ordinance which would regulate Stormwater management. Discussion continued that the City should approve its Land Use Ordinance before this grant is approved for any appropriations.

Ms. Jones indicated that the Mobile Bay Estuary grant has funds available for immediate disbursement and the ADCNR grant is for fiscal year 2011-2012. Ms. Jones indicated that the first grant concentrates on the watersheds specified and the results of the second grant could be applied city-wide, and could be a supplement. Ms. Jones also noted that she previously had some encumbered funds (*\$20,000 Comprehensive Long Range Plan*) that could perhaps be used for the match.

It was noted by the Committee that these two Stormwater grants will be discussed at the Council Work Session following the Finance Meeting to be discussed.

#### **3. Alabama Arts Council Signs – Village Point / Bayfront - \$2,500 Match – *Application Deadline: March 1<sup>st</sup>* (*No backup presented for packet*)**

Ms. Henson noted that this grant was forwarded to Finance Committee from the Buildings and Property meeting and that it would be discussed at the Council Work Session following the Finance meeting. Matching funds for the grant are being requested from the Lodging Tax Fund.

#### **4. Amphitheater Architect Design Fee – Bayfront - \$50,000 - \$60,000 Available w/ 50% Match - *Application Deadline March 1<sup>st</sup>* (*No backup presented for packet*)**

Ms. Henson noted that this grant was forwarded to Finance Committee from the Buildings and Property meeting and that it would be discussed at the Council Work Session following the Finance meeting. Matching funds for the grant are being requested from the Lodging Tax Fund.

### **D. FY 2011 Personnel / Capital Requests Summary – Council Work Session Topic**

Ms. Henson noted that this summary of capital and personnel requests was included in the budget books for Fiscal Year 2011 Budget. Ms. Henson noted this summary was included in the finance packet to be discussed prior to the Work Session but the item had been pulled from the work session agenda for a future meeting.

## **VI. CURRENT BUSINESS**

Ms. Henson advised that the annual insurance renewal is due February 28, 2011. Ms. Henson noted the annual renewal amount will be made as a notation in the minutes for informational purposes for Council and no motion is needed since the City is still within the three year contract term previously approved by Council. Ms.

Henson also noted that even though the City is in a three-year contract term, there will be some annual cost change due to additions, deletions, increases in coverage for assets insured...etc.

(Policy Renewal for period: March 1, 2011 – February 28, 2012 - \$418,711 / FY2010 - \$385,252)

## **VII. FINANCIAL REPORTS**

### **A. Treasurer's Report: January 31, 2011**

The Treasurer's Report totaling \$23,030,693.48 was presented. Ms. Henson noted that January was a busy month with annual Business License renewals and also property tax monies had been received as well.

***Motion by Mr. Yelding to accept the Treasurer's Report as of January 31, 2011, in the amount of \$23,030,693.48. Seconded by Mr. Boulware. Motion carried.***

### **B. Sales and Use Taxes: December 31, 2010**

Sales and Use Tax Collected for December 2010	-	\$ 1,121,383
Sales and Use Tax Budgeted for December 2010	-	\$ <u>991,992</u>
Over Budget (for December)	-	\$ 129,391

YTD Budget Collections Variance – Over Budget - \$ 241,456

### **C. Lodging Tax Collections, December, 2010**

The Lodging Tax Collections report shows \$47,210.56 collected for December 2010.

### **D. Report: New Business Licenses – January 2011**

A report showing new businesses licensed in the City for the month of January was presented.

### **E. Bills Paid Reports – January 2011**

The January Bills Paid Report was included in Packet #2.

## **VIII. ADJOURN**

The meeting was adjourned at 5:34 p.m.

**Fred Small**  
Mayor

**Vickie Hinman**  
Human Resources Director



*The Jubilee City*

**Sherree Hilburn**  
Payroll and Benefits Coordinator

**Michele Hanson**  
Human Resources Assistant

February 10, 2011

**HUMAN RESOURCES DEPARTMENT ACTIVITY UPDATE**

<b>Job Openings</b>	<b>Apps Received</b>	<b>Status</b>
Recreation Program Coord. (2) Police Officer	15	Open Interviews 2/4/11
Civic Center Sales Manager	55	References/Background
Events Assistant	52	References/Background
Pt School Crossing Guard	7	Interviewing
Athletic Coordinator		Waiting for approval

**Safety Committee:**

Employees receiving safety awards for being accident/injury free (July 1-Dec. 31)  
David McKelroy reported on the playground equipment in the parks and the need to meet regulations.

*Next meeting will be Wednesday, February 23, 2011 at 8:15 a.m.*

**Human Resources Department Projects:**

Sexual Harassment Training was held on January 20, 26, Feb. 1. (They were 6 sessions @ 1 ½ hours each for employees and supervisors)

Make-up training session – Friday, Feb. 18

Fundamentals of Personnel Law Training for all employees next month (March)

Questions mailed to companies which provided self insured proposals in January; received reply by Feb. 9

W-2's issued January 31

Human Resources Department  
P.O. Box 400 Daphne, Alabama 36526  
Phone: (251) 621-3074 Fax: (251) 621-4506

2011 BUDGET YR. POSITIONS OPEN	DATE Open	ENDING SALARY	DATE FILLED	STARTING SALARY	Wages	Annualized Benefits	Total
Admin. Tech. (PD)	2/11/2010	16.35	10/7/2010	12.16	8,715.20	1,241.04	9,956.24
Recreation Prog. Coord.	7/9/2010	36,158.72					
Revenue Officer	7/14/2010	39,237.00	1/3/2011	37,252.60	1,984.40	2,532.58	4,516.98
PSW (Grounds)	8/31/2010	13.40	11/18/2010	10.58	5,865.60	2,335.26	8,200.86
PSW (Grounds)	8/31/2010	13.40	12/2/2010	10.58	5,865.60	2,335.26	8,200.86
Mechanic	9/15/2010	14.24	10/21/2010	14.24	-	-	-
Site Containment Inspect.	9/23/2010	18.08	10/7/2010	19.38	(2,704.00)	(385.05)	(3,089.05)
Building Maint. Tech.	10/7/2010	17.75	12/6/2010	13.20	9,464.00	3,597.67	13,061.67
Admin. Sec. (Civic Center)	10/29/2010	14.02	10/29/2010	17.73	(7,716.80)	(1,098.87)	(8,815.67)
PSW (Mowing)	10/29/2010	15.09	11/18/2010	13.67	2,953.60	1,170.59	4,124.19
(2) Civic Center Sales Asst.	11/18/11/14	17.73/13.44			-	-	-
Civic Center Sales Mgr.	11/15/2010				-	-	-
PSW SR. (Grounds)	11/19/2010	14.26	11/25/2010	12.15	4,388.80	624.97	5,013.77
PT Sch. Crossing Guard	12/17/2010	9.16	12/16/2010	8.48	516.80	39.54	556.34
PT Sch. Crossing Guard	12/17/2010	8.48			-	-	-
Sch. Resource Pol. Off.	12/31/2010	25.26	1/1/2011	17.99	15,121.60	2,153.32	17,274.92
Police Officer	1/1/2011	17.99			-	-	-
Police Officer	1/19/2011	17.03			-	-	-
Events Assistant	1/20/2011	10.05			-	-	-
Recreation Athletic Prog Coord	2/24/2011	45,191.00			-	-	-
					44,454.80	14,546.31	59,001.11

(300,000.00)  
59,001.11  
(240,998.89)

**Fred Small**  
Mayor

**David McKelroy**  
Parks & Recreation  
Director



**Chris Bradford**  
Parks Maintenance Supervisor

**Mary Jensen**  
Seniors Program Coordinator

Recreation Programs Coordinator

**Charlie McDavid**  
Athletic Coordinator

TO: Finance Committee

FROM: David McKelroy, Parks & Recreation Director *WDM*

DATE: January 6, 2011

RE: Open Position – Recreation Programs Coordinator

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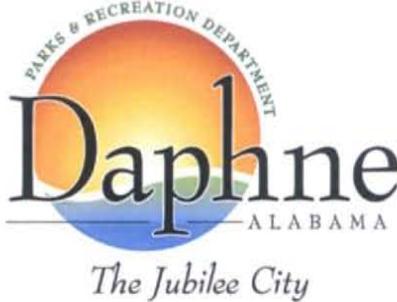
I would like to request that I be allowed to fill the position of Recreation Programs Coordinator. This position is responsible for coordinating all community events, special events and facility / instructor activities.

In FY2010, the Recreation Department was not allowed to rehire the Assistant Athletic Coordinator, a full time hourly employee. These hours were assumed by the Athletic Coordinator, the Director and Administrative Assistant. Currently, the average weekly hours worked by the Director are 52, the Athletic Coordinator is 47 and the Senior Coordinator is 44. The loss of another employee and directing additional work load to the existing staff would seriously hinder the effectiveness of the department in the areas of community and special events as well as in the areas of their responsibilities.

With the expansion of Trione Sports Complex, the additional demand on this facility and the loss of the athletic assistant, this position would also be ask to assist with some athletic activities.

It is the Parks and Recreation Department goal to continue to provide quality programs and facilities to its citizens as well as its visitors.

**Fred Small**  
Mayor  
**David McKelroy**  
Parks & Recreation  
Director



**Chris Bradford**  
Parks Maintenance Supervisor  
**Mary Jensen**  
Seniors Program Coordinator  
Recreation Programs Coordinator  
**Charlie McDavid**  
Athletic Coordinator

February 9, 2011

Position Justification – Recreation Programs Coordinator

It is my opinion, as well as the Recreation Board, that this position vacancy be filled. This position is responsible for all the community and special events, coordinates instructors and room rentals within the Recreation Department and the additional responsibility of assisting the Athletic Coordinator. Attached is a list of all programs/activities that this position is responsible for.

The community and special events are one of the many things that enhance the quality of life in Daphne and make it the special place that it is to live. The hire of this position will assure that these events receive the detailed attention that they deserve and our citizens expect.

It is also my intent for this position to assist the Athletic Coordinator. In FY2010, the Assistant Athletic Coordinator position was not rehire/budgeted for financial reasons. The demand for those services did not diminish, but have increased with new demands for programs and new facilities.

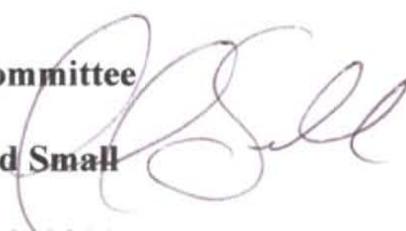
The loss of this position would hinder the departments' ability to host community/special events, even to the point cancelation. It would further hinder our ability to host weekend tournaments due to lack of personnel.

Thanks you for your consideration.

David McKelroy  
Parks and Recreation Director



**INTERNAL MEMORANDUM**

**TO:** Finance Committee  
**FROM:** Mayor Fred Small   
**DATE:** February 10, 2011  
**SUBJECT:** Recreation & Parks Personnel Request

This memo is in regards to the requests to reinstate two positions for the Recreation and Parks Department. If these positions are not reinstated and filled there is a great possibility that the city will lose some or all of the following programs.

**Athletic Coordinator**

- All sports (football, soccer, baseball, softball, cheerleading, la crosse) will have to revert back to parents and/or self-organization.
- All weekend field rentals for sport activities would be very limited.

**Program Coordinator**

- Art in the Park (2)
- Wet n Wild (3)
- Easter Egg Hunt
- Sunset Music Series (March, April & May)
- Some of the room rentals & programs may be lost and no new ones added.
- And since there is no Athletic assistant this person will help with these duties when not working as program coordinator

## RECREATION PROGRAMER DUTIES

### Community / Special Events

Sunday Sunset Series (formerly Music under the Stars)	3/20 – 4/10 – 5/15
Brown Bag by the Bay	Thurs. – April & May – 8 dates
Easter Egg Hunt	April 16
Art in the Park	June 2 & 9
Wet – N – Wild Wednesday	June 15, 22 & 29
Brown Bag by the Bay	Thurs. – Sept & Oct – 8 dates
Christmas Parade	December – 1 <sup>st</sup> Friday

### Facility Coordinator

Manage Instructors – dance, karate, yoga, aerobics, etc.  
Coordinate recreation center room rentals and meetings  
Room preparation  
Web site administrator

### Assist Athletic Coordinator

League Schedules – game & practice  
Registration & data entry of participants  
Order uniforms & equipment  
Schedule & coordinate field rentals  
Field preparation  
Concession Stand operation – Order & purchase supplies and manager workers  
Supervise activities on City of Daphne property – nights and weekends  
Obtain and train coaches  
Advertise and publicize events and activities

## **DAPHNE RECREATION ATHLETIC PROGRAMS**

- Men's Church Softball – Monday's – March to May – 24 teams – 300+ participants
- Dixie Boys Baseball – Tue, Wed, Thur & Fri – mid Feb. to June – 7 teams – 80+ participants – registration & equipment
- Girl's Fastpitch Softball – Tue & Thur – mid Feb. to May – 9 teams – 110+ participants registration & equipment
- Men's Spring Soccer – Tue & Thur – Mar & Apr – 12 teams – 120+ participants
- Co-ed Softball – Wed – Mar to May – 12 teams – 175+ participants
- Men's Open Softball – Mon – June to Aug – 18 teams – 250+ participants
- Summer Co-ed Softball – Thur – June to Aug – 12 teams – 175+ participants
- British Soccer Camp – July – 125+ participants
- Youth Soccer – Mon, Tue, Wed & Thur – Sept to mid Nov – 500+ participants registration & equipment
- Youth Football – nightly & weekends – Sept to late Nov – 200+ participants registration & equipment
- Youth Cheerleading – same as football – 75+ participants
- Fall Adult Soccer – Tue & Thur – mid Nov to mid Dec – 10 teams – 100+ participants
- Fall Men's Open Softball – Mon – Oct to Dec – 16 teams – 200+ participants
- Fall Co-ed Softball – Thur – Oct to Dec – 16 teams – 200+ participants

## TRIONE SPORTS COMPLEX CALENDER OF EVENTS – 2011

January 15	Diving Header Soccer	3 v 3 Soccer
February 5	USSSA Softball	Adult Softball
	Baldwin Soccer Jamboree	High School Soccer
12	USSSA Softball	Adult Softball
18 & 19	Southern Shootout Soccer	High School Soccer
19	USSSA Softball	Adult Softball
26	I-10 Soccer	Travel Soccer
	USSSA Softball	Adult Softball
March 5	I-10 Soccer	Travel Soccer
	USSSA Softball	Adult Softball
	LA Lacrosse	Youth Lacrosse
11 & 12	Daphne Softball Tournament	Girls Fastpitch Softball
12	LA Lacrosse	Youth Lacrosse
19	NSA Softball	Adult Softball
26	USSSA Softball	Adult Softball
	CASA Soccer	Travel Soccer
	LA Lacrosse	Youth Lacrosse
April 2	I-10 Soccer	Travel Soccer
	USSSA Softball	Adult Softball
9	USSSA Softball	Adult Softball
23	USSSA Softball	Adult Softball
May 7	USSSA Softball	Adult Softball
13-15	Mobile Soccer Spring Classic	Travel Soccer
21 & 22	USFA Softball	Girls Travel Fastpitch Softball
28	USSSA Softball	Adult Softball – Church State
June 4 & 5	USFA Softball	Girls Travel Fastpitch Softball
11	USSSA Softball	Adult Softball
18	Methodist Children Home Tourn.	Adult Softball
24 – 26	USFA Softball	Girls Travel Fastpitch Softball
July 2	USSSA Softball	Adult Softball
16	USSSA Softball	Adult Softball
23 & 24	Diving Header Soccer	Travel Soccer
30	USSSA Softball	Adult Softball – E State
August 6	USSSA Softball	Adult Softball – Co-ed State
13	USSSA Softball	Adult Softball – B State

	20	USSSA Softball	Adult Softball
	27	USSSA Softball	Adult Softball
Sept	3	USSSA Softball	Adult Softball
	10 & 11	USFA Softball	Girls Travel Fastpitch Softball
Oct	1	USSSA Softball	Adult Softball
	8	USSSA Softball	Adult Softball
	15 & 16	USFA Softball	Girls Travel Fastpitch Softball

August to October – Mobile Soccer Club season – Schedule TBA – 15 to 17 dates

Sept to November – Baldwin County Youth Football season & playoffs – 5 dates

**Fred Small**  
Mayor

**David McKelroy**  
Parks & Recreation  
Director



**Chris Bradford**  
Parks Maintenance Supervisor

**Mary Jensen**  
Seniors Program Coordinator

Recreation Programs Coordinator

**Charlie McDavid**  
Athletic Coordinator

February 9, 2011

Position Justification – Athletic Coordinator

It is my opinion, as well as the Recreation Board, that this position vacancy be filled. This position is the “heart and soul” of all recreational athletic programs within the City of Daphne. This position is responsible for all athletic activities for the Recreation Department leagues and all weekend field rentals. Attached is a list of all programs, both league and rentals, that this position is responsible for. As you can see, there is no shortage of activity.

With the addition of the new soccer and football/soccer fields, now with lights, we are seeing an increased interest in Trione Sports Complex, especially in soccer tournaments. All weekend rentals, even small softball tournaments, over the course of an entire year generate a tremendous amount of economic impact for the city.

The loss of this position would greatly hinder this departments’ ability to provide the quality services our citizens are accustomed to, as well as bringing in tournaments that provide much needed revenue.

Thank you for your consideration.

David McKelroy  
Parks and Recreation Director

## **DAPHNE RECREATION ATHLETIC PROGRAMS**

- Men's Church Softball – Monday's – March to May – 24 teams – 300+ participants
- Dixie Boys Baseball – Tue, Wed, Thur & Fri – mid Feb. to June – 7 teams – 80+ participants – registration & equipment
- Girl's Fastpitch Softball – Tue & Thur – mid Feb. to May – 9 teams – 110+ participants registration & equipment
- Men's Spring Soccer – Tue & Thur – Mar & Apr – 12 teams – 120+ participants
- Co-ed Softball – Wed – Mar to May – 12 teams – 175+ participants
- Men's Open Softball – Mon – June to Aug – 18 teams – 250+ participants
- Summer Co-ed Softball – Thur – June to Aug – 12 teams – 175+ participants
- British Soccer Camp – July – 125+ participants
- Youth Soccer – Mon, Tue, Wed & Thur – Sept to mid Nov – 500+ participants registration & equipment
- Youth Football – nightly & weekends – Sept to late Nov – 200+ participants registration & equipment
- Youth Cheerleading – same as football – 75+ participants
- Fall Adult Soccer – Tue & Thur – mid Nov to mid Dec – 10 teams – 100+ participants
- Fall Men's Open Softball – Mon – Oct to Dec – 16 teams – 200+ participants
- Fall Co-ed Softball – Thur – Oct to Dec – 16 teams – 200+ participants

**TRIONE SPORTS COMPLEX  
CALENDER OF EVENTS – 2011**

January 15	Diving Header Soccer	3 v 3 Soccer
February 5	USSSA Softball	Adult Softball
	Baldwin Soccer Jamboree	High School Soccer
12	USSSA Softball	Adult Softball
18 & 19	Southern Shootout Soccer	High School Soccer
19	USSSA Softball	Adult Softball
26	I-10 Soccer	Travel Soccer
	USSSA Softball	Adult Softball
March 5	I-10 Soccer	Travel Soccer
	USSSA Softball	Adult Softball
	LA Lacrosse	Youth Lacrosse
11 & 12	Daphne Softball Tournament	Girls Fastpitch Softball
12	LA Lacrosse	Youth Lacrosse
19	NSA Softball	Adult Softball
26	USSSA Softball	Adult Softball
	CASA Soccer	Travel Soccer
	LA Lacrosse	Youth Lacrosse
April 2	I-10 Soccer	Travel Soccer
	USSSA Softball	Adult Softball
9	USSSA Softball	Adult Softball
23	USSSA Softball	Adult Softball
May 7	USSSA Softball	Adult Softball
13-15	Mobile Soccer Spring Classic	Travel Soccer
21 & 22	USFA Softball	Girls Travel Fastpitch Softball
28	USSSA Softball	Adult Softball – Church State
June 4 & 5	USFA Softball	Girls Travel Fastpitch Softball
11	USSSA Softball	Adult Softball
18	Methodist Children Home Tourn.	Adult Softball
24 – 26	USFA Softball	Girls Travel Fastpitch Softball
July 2	USSSA Softball	Adult Softball
16	USSSA Softball	Adult Softball
23 & 24	Diving Header Soccer	Travel Soccer
30	USSSA Softball	Adult Softball – E State
August 6	USSSA Softball	Adult Softball – Co-ed State
13	USSSA Softball	Adult Softball – B State

	20	USSSA Softball	Adult Softball
	27	USSSA Softball	Adult Softball
Sept	3	USSSA Softball	Adult Softball
	10 & 11	USFA Softball	Girls Travel Fastpitch Softball
Oct	1	USSSA Softball	Adult Softball
	8	USSSA Softball	Adult Softball
	15 & 16	USFA Softball	Girls Travel Fastpitch Softball

August to October – Mobile Soccer Club season – Schedule TBA – 15 to 17 dates

Sept to November – Baldwin County Youth Football season & playoffs – 5 dates

**City of Daphne Recreation Board**  
2605 Hwy 98  
Daphne, AL. 36526  
January 12, 2011

**Members Present:** Chairman Eric Smith, Rick Cleveland, Matt Cunningham and Doug Dugat

**Members Absent:** Jan Mitemeyer, John Peterson and Kit Smith

**Advisory Staff:** Councilman Kelly Reese, Glenn Vickery and David McKelroy, Parks & Recreation Director

**Call to Order**

Meeting was called to order at 6:35pm.

**Review and approval of Minutes**

Motion was made by Doug Dugat and seconded by Rick Cleveland to approve the October 13, 2010 minutes. Motion passed.

**Public Participation**

None

**Program Reports**

Athletics – Charlie McDavid reported on upcoming spring sports registration. Information was provided regarding Trione Sports Complex rentals until June.  
Senior Adults – Mary Jensen provided information on senior programs and informed the Board that ARPA will provide free tax service for senior adults at the Senior Center.  
Community Activities – The director provide the Board with information about the Sunday Sunset Series taking place at the city's two bay front parks, Bay Front and May Day.

**Old / New Business**

1. Trione Sports Complex Update
  - a. Lighting and Restroom/Concession projects have begun. The lighting project is scheduled to be completed by the beginning of February. The restrooms/concession is scheduled to be completed mid April.
  - b. Information was provided on the wind damage at Trione to the softball fields. Repairs to the fencing and netting are in process. Repairs and/or replacement of bleachers and roofing will be done as soon as information about insurance is received.

*Park Damage*  


*Position Requests*  


2. Recreation Programmer (Community/ Special Events and Athletics)  
Applications have been received for the position. A recommendation was made by Rick Cleveland seconded by Doug Dogat and approved by the board that the hiring for this position be approved by the Council.

**Fred Small**  
Mayor

**David McKelroy**  
Parks & Recreation  
Director



*The Jubilee City*

**Chris Bradford**  
Parks Maintenance Supervisor

**Mary Jensen**  
Seniors Program Coordinator

Recreation Programs Coordinator

**Charlie McDavid**  
Athletic Coordinator

TO: Finance Committee  
FROM: David McKelroy, Parks & Recreation Director  
DATE: January 25, 2011  
RE: Damage at Trione Sports Complex – Bleachers & Roofs

*(Fenced Netting already approved.)*

As you are aware, Trione Sports Complex received significant wind damage on December 11, 2010. Insurance claims have been filed, however, the process is moving slowly and there are some concerns as to what is covered and how much will be received after depreciation. We are approaching our spring season and need to move forward with the purchase, installation and repairs of bleachers and roofing. Six of eight sets of bleachers were destroyed at the softball fields and two sets were destroyed at the soccer fields, one being a large 150 seat capacity. Cost to replace the bleachers, using US Communities Bid pricing from BSN Sports, is \$35,157.72 delivered. Assembly and installation will be done by the Parks department.

Damage was also incurred at the Restroom/Concession building as well as covered areas at the team benches (dugouts). Due to the age of the shingle roofing and damage to the decking at the Restroom/Concession building, it was recommended by Thomas Construction to reroof the building. Thomas Construction is on sight building the new facilities at the new fields. The estimated cost to repair the roofing at Trione is \$13,343.

I would like to request that funds be appropriated in the amount of \$48,500.72 for these repairs and purchases.

**Fred Small**  
Mayor

**David McKelroy**  
Parks & Recreation  
Director



*The Jubilee City*

**Chris Bradford**  
Parks Maintenance Supervisor

**Mary Jensen**  
Seniors Program Coordinator

Recreation Programs Coordinator

**Charlie McDavid**  
Athletic Coordinator

## MEMO

To: Finance Committee

From: David McKelroy, Parks & Recreation Director *wdm*

Re: Playground Safety – Use Areas

Date: February 2, 2011

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As has been discussed at a previous Council work session, the Use Areas at all city playground parks are in serious need of surfacing material. Only one piece of playground equipment in Daphne parks has an adequate Use Area or sufficient surfacing material. No or insufficient Use Areas have a Hazard Priority Rating of 1 (Permanent disability, loss of life or body part) and 2 (Serious injury resulting in temporary disability). Playground equipment has been inspected; unsafe and unused equipment has been removed or is being re-configured to meet standard requirements.

It is my recommendation that all parks Use Areas be repaired or material added to meet the standards and guidelines of the National Playground Safety Institute.

A cost estimate sheet for all playground parks is included, as well as diagrams of each parks with dimensions of each Use Area. Total estimated cost is \$52,000. \*

City of Daphne Recreation Board  
2605 Hwy 98  
Daphne, AL. 36526  
January 12, 2011

**Members Present:** Chairman Eric Smith, Rick Cleveland, Matt Cunningham and Doug Dugat

**Members Absent:** Jan Mitemeyer, John Peterson and Kit Smith

**Advisory Staff:** Councilman Kelly Reese, Glenn Vickery and David McKelroy, Parks & Recreation Director

**Call to Order**

Meeting was called to order at 6:35pm.

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**Public Participation**

None

**Program Reports**

Athletics – Charlie McDavid reported on upcoming spring sports registration.

Information was provided regarding Trione Sports Complex rentals until June.

Senior Adults – Mary Jensen provided information on senior programs and informed the Board that AARP will provide free tax service for senior adults at the Senior Center.

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**Old / New Business**

1. Trione Sports Complex Update
  - a. Lighting and Restroom/Concession projects have begun. The lighting project is scheduled to be completed by the beginning of February. The restrooms/concession is scheduled to be completed mid April.
  - b. Information was provided on the wind damage at Trione to the softball fields. Repairs to the fencing and netting are in process. Repairs and/or replacement of bleachers and roofing will be done as soon as information about insurance is received.
2. Recreation Programmer (Community/ Special Events and Athletics)

Applications have been received for the position. A recommendation was made by Rick Cleveland seconded by Doug Dogat and approved by the board that the hiring for this position be approved by the Council.

3. Parks & Playgrounds

a & b. Plans for the restroom at Park City Park and the Gazebo at Centennial were presented to the board. Both projects having been approved by the council, no action was needed.

c. Playground use area safety was discussed. It was recommended that each park be inspected and all unused, unnecessary or unsafe equipment be removed. Upon completion of the inspection, a cost estimate for the safety use areas be presented to the Finance Committee and Council for appropriations.



## DAPHNE PARKS USE AREAS

	Surfacing	Boarder	Total
Centennial Park	\$8,268.00	\$6,189.00	\$14,457.00
Lott Park	\$8,199.00	\$3,755.00	\$11,954.00
May Day Park	\$3,704.00	\$2,990.00	\$6,694.00
Joe Lewis Patrick Park	\$5,031.00	\$3,582.00	\$8,613.00
Park City Park	\$5,763.00	\$4,590.00	\$10,353.00
Total	\$30,965.00	\$21,106.00	\$52,071.00

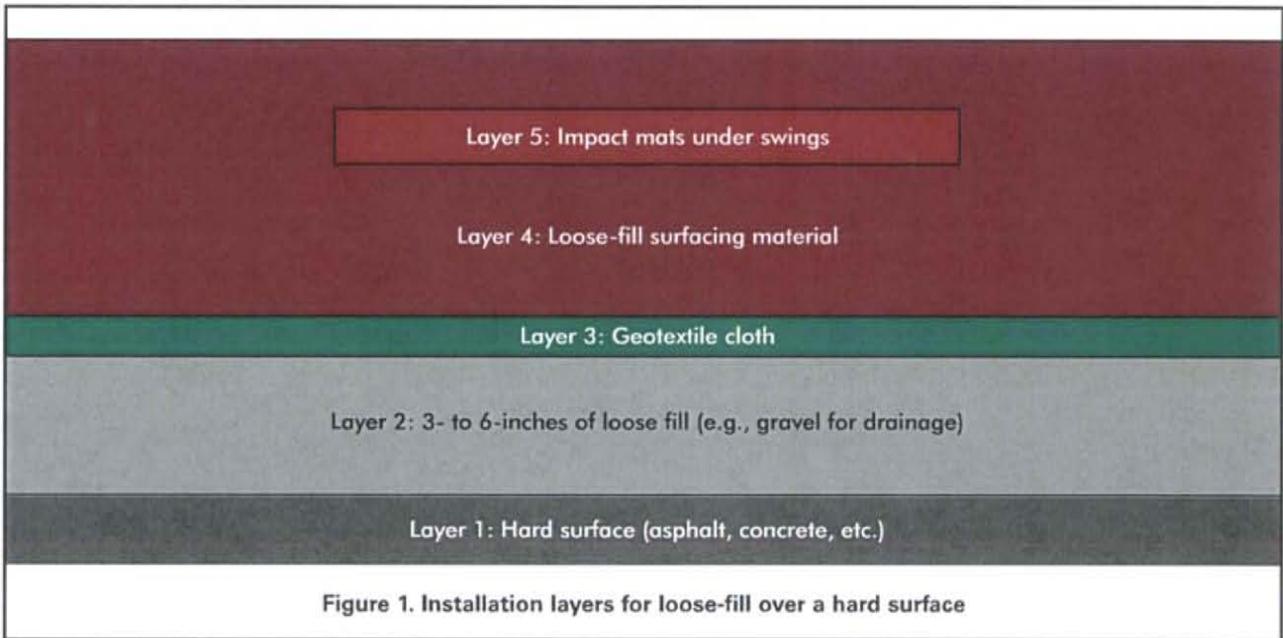
Surfacing - Engineered Wood Fiber (Mulch)  
100 cubic feet covers 2000 square feet

Boarder - Premolded plastic 4 foot sections

**Table 2. Minimum compressed loose-fill surfacing depths**

Inches	Of	(Loose-Fill Material)	Protects to	Fall Height (feet)
6*		Shredded/recycled rubber		10
9		Sand		4
9		Pea Gravel		5
9		Wood mulch (non-CCA)		7
9		Wood chips		10

\* Shredded/recycled rubber loose-fill surfacing does not compress in the same manner as other loose-fill materials. However, care should be taken to maintain a constant depth as displacement may still occur.



- Finishes, treatments, and preservatives should be selected carefully so that they do not present a health hazard to users.
  - All fasteners, connectors, and covering devices that are exposed to the user should be smooth and should not be likely to cause laceration, penetration, or present a clothing entanglement hazard (see also §3.2 and Appendix B).
- 2.5.2 Hardware**
- When installed and maintained in accordance with the manufacturer's instructions:
- All fasteners, connectors, and covering devices should not loosen or be removable without the use of tools.
  - Lock washers, self-locking nuts, or other locking means should be provided for all nuts and bolts to protect them from detachment.
  - Hardware in moving joints should also be secured against unintentional or unauthorized loosening.

# CENTENIAL PARK

Toddler Area  
26x40  
1040 sq ft

Multi Component Play System  
40x50  
2000 sq ft

Swing Set  
24x30  
720 sq ft

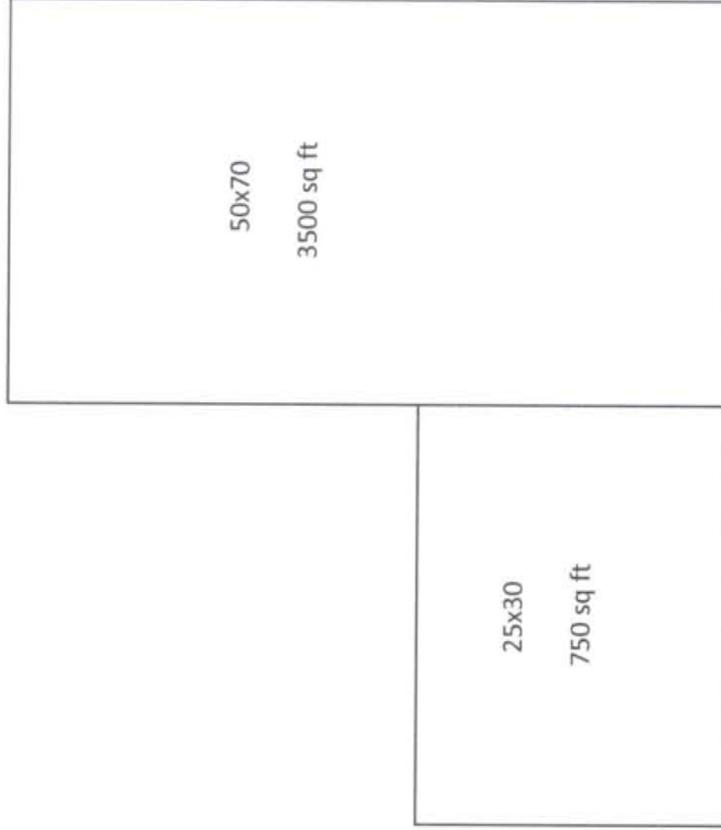
Handicap  
Swing  
24x20  
480 sq ft

Swing Set  
24x29  
696 sq ft

Handicap Swing  
24x24  
576 sq ft

M A I N S T

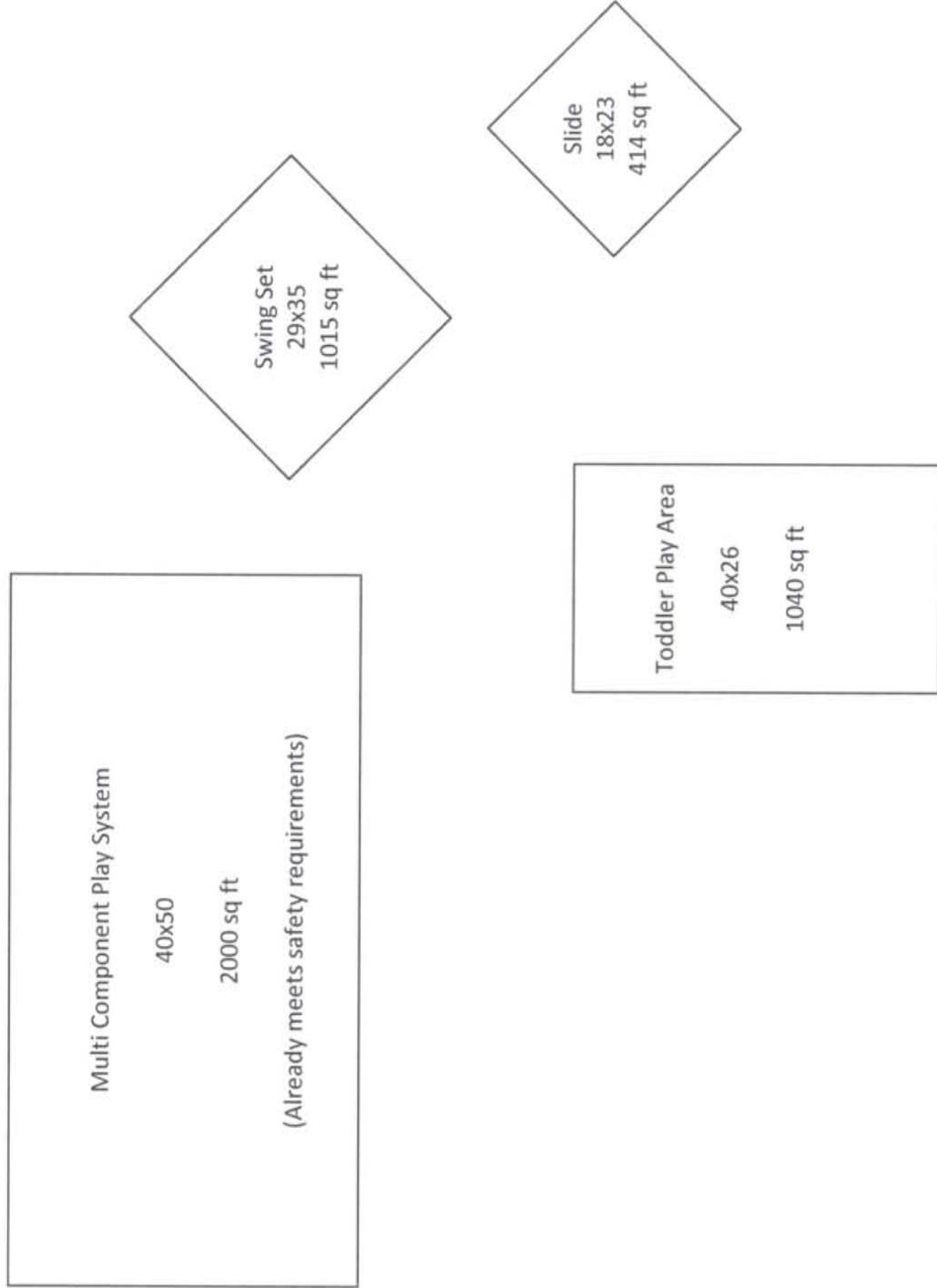
# LOTT PARK



MULTI USE AREA WITH SEVERAL PIECES OF EQUIPMENT

TOTAL AREA = 4250 sq ft

# Mayday Park



# Joe Patrick Lewis Park

Swing Set  
24x29  
696 sq ft

Toddler  
Swings  
32x24  
768 sq ft

Multi Use Play  
System  
27x70  
1890 sq ft

# Park City

Multi Use Play System  
35x50  
1750 sq ft

Rockers  
28x17  
476 sq ft

Swing Set  
37x28  
1036

Merry Go Round  
18x18  
324

Toddler  
Rockers  
16x16  
256 sq ft

Basketball Court

**Fred Small**  
Mayor

**David McKelroy**  
Parks & Recreation  
Director



**Chris Bradford**  
Parks Maintenance Supervisor

**Mary Jensen**  
Seniors Program Coordinator

Recreation Programs Coordinator

**Charlie McDavid**  
Athletic Coordinator

# MEMO

TO: Finance Committee

FROM: David McKelroy, Parks & Recreation Director *WAM*

RE: New Truck – Parks Department – Replacement

DATE: February 10, 2011

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Parks Department truck #50, a 1999 Ford F-150, has been diagnosed with a bad engine. Cost of repair, \$4900, exceeds the value of the vehicle. It is my recommendation that the vehicle be replaced and not repaired.

State bid for a 2011 Ford F-150 Extended Cab 4X2, with options: Cruise Control, Trailor Tow Package and a Spray in Bed Liner is \$ 18,326.00. A quote from Bay View Ford in Daphne with the same options is \$ 18,688.00.

It is my recommendation we bid the vehicle and support local dealers.

use BP monies - Radio Equip?  
City Share - GenFund  
\$16,219

**Chief White**

**From:** Kim Briley [kmbriley@bellsouth.net]  
**Sent:** Thursday, December 30, 2010 1:06 PM  
**To:** jwhite@daphnefire.org  
**Subject:** FW: EMW-2010-FO-07647  
**Attachments:** EMW-2010-FO-07647.docx

Chief, are you going to answer these questions? Also, remember if funded, this needs to go to the council to authorize the Mayor to sign the grant agreement. I will help with that part.

Kim

**From:** Alexander, Nikita [mailto:Nikita.Alexander@dhs.gov]  
**Sent:** Thursday, December 30, 2010 12:57 PM  
**To:** KHanak864@yahoo.com  
**Cc:** JWhite@Daphnefire.org; kmbriley@bellsouth.net  
**Subject:** EMW-2010-FO-07647

Dear 2010 Assistance to Firefighters Grant Program Applicant:

I am Nikita Alexander, the Grants Management Specialist, from the Federal Emergency Management Agency (FEMA) Grant Programs Directorate, assigned to review your Fiscal Year (FY) 2010 AFG (Assistance to Firefighters Grant) grant application. Your application was favorably reviewed by a panel of your peers. As such, I have a few matters to discuss/verify with you prior to processing your application any further.

Please be advised, **this is not a notification of award**; it is only a preliminary discussion of your application. As such, I have a few matters to discuss/verify with you prior to processing your application any further.

---

The Program Office has made reductions to your original request, please maintain a copy of your E-mail accepting or rejecting the reductions to your original application for your official records.

- The Program Office has made the following reductions to your grant:

*The approved quantity and funding for mobile radios is 17 @ \$945.00 per unit  
The approved quantity and funding for portable radios is 40 @ \$1,047.00 per unit*

*Therefore, the award will be funded as follows:*

*Total Budget: \$324,394  
Federal Share: \$308,175  
Applicant Share: \$16,219*

- 1) If you are selected for a grant award, will you accept this reduction?
- 2a) If you are selected for a grant award, can your department meet the required cost-share?

2b) How are you planning to meet the required cost-share?

3) If you are selected for an award, do you understand that the grant funds can only be used to purchase the number and types of items listed in the Request Details section of the approved grant application. Any changes to the number of items listed in request details must be approved by FEMA. You understand that you have to complete the project (i.e., order the goods or services, receive the goods or services, and accept the goods or services) within the grant's one-year period of performance?

4) If you are selected, do you understand that your department will be required to report to National Fire Incident Reporting System (NFIRS) for one year commencing at your earliest convenience during the performance period of the grant? Nonaffiliated EMS organizations do not have to comply with the NFIRS reporting requirement.

\* If you need assistance reporting to NFIRS, you may call the support center toll free number 1-888-382-3827.

5) Is your department fully compliant with the National Incident Management System (NIMS) directives issued by your State and your local jurisdiction?

6a) After you submitted this application, did your department have an urgent need to purchase any of the items requested in the application? If so, please provide the following information:

- what was purchased
- quantity of items purchase
- cost of the items purchased
- date item/items were purchased
- rationale for purchase prior to award

6b) If you used a grant writer and included the grant writer's fee in your budget, please fax a **copy of the bank statement and canceled check (front and back)** that was paid to the grant writer to **202-786-9905, to the Attention of Nikita Alexander**, Grants Management Specialist or email [Nikita.Alexander@dhs.gov](mailto:Nikita.Alexander@dhs.gov). Please include the following information: Grant Number, FD name, city and state.

7) Do you have any changes to your contact information provided in your application, such as the names of the individuals, phone numbers, or email addresses? If so please update your application prior to award. If you have listed your agencies primary phone number, and it is not staffed fulltime, please contact information where someone can be reached right away.

**\* If the primary point of contact has a new email address, please follow the instructions below:**

Using the same user name and id when you applied for the grant, log into <https://portal.fema.gov>. Once you are into the **Status** screen, you will select **Edit Profile** located in the top of the screen. Your next screen will reveal your personal information where you will see your current email address listed. Once you have edited the email address you will click on the **Save** button. You will then receive a confirmation screen that your profile has been updated but you are NOT finished – you must click near the top left **Authorized Applications**. You will then click on **Firefighters Grant** link near the top left to ensure that all updated profile information is transferred through the system.

8a) Do you have any changes to your DUNS number, EIN number or your banking information listed in your application?

8b) Are you sharing an EIN with your city and/or county? If so, please name the parent entity.

8c) Do you have authorization to use this EIN#?

(9) Does your department have any previous AFG/SAFER/FP&S grants that are past their period of performance and have not been properly closed out? If so this may complicate awarding further grants (Performance on prior awards is taken into consideration when processing new applications. Closing out overdue AFG grants may facilitate further processing of your FY2010 application.).

10) Have you received any other Federal funding this fiscal year?

If you responded yes, please indicate the name of the agency that awarded you federal funding and a brief summary of the items that were awarded.



THIS SECTION IS

FOR VEHICLE APPLICANTS ONLY

11a) **VEHICLE Applicants only:** Do you understand that vehicle awardees will be required to include a **Penalty Clause** as part of the contract with the vehicle manufacturer. If you request the 25 % of federal funds for down payment as discussed in the program guidance you will be required to obtain a prepayment bond.

Please note, extensions to a grant's period of performance may not be considered if a Penalty clause and a performance bond are not included in the purchase contract.

11b) Do you certify that you currently have a comprehensive driver/operator training program (compliant with NFPA 1002) already in place or, if you do not have a comprehensive driver/operator training program and you are awarded a grant, do you certify that your Department will have a program in place within one year of the award?

11c) Do you verify that the vehicle being replaced will be completely removed from service? *In order to comply with this requirement, you may **NOT** donate, sell, give, or transfer your unsafe vehicle to any other emergency response organization for the purpose of emergency response.*

Again, **this is not a notification of award**; it is only a preliminary discussion of your application. Once I complete my review, and receive your favorable reply to this message, I will forward your application on to the next phase. If your department is selected you will be notified by e-mail through our on-line grants system. In that email, you will be directed to a website to print the award forms and other pertinent information.

Sincerely,

**Nikita Alexander**

**Buildings & Property Committee Meeting**  
**Monday, February 7, 2011 5:30 PM**  
**Daphne City Hall**

**Committee**

Councilman John Lake  
Councilman August A. Palumbo  
Mayor Fred Small  
Richard Merchant, Building Inspector  
Frank Barnett, Maintenance Supervisor  
Margaret Thigpen, Civic Center Director

**Committee Minutes (Summary)**

Present: Councilman Gus Palumbo, Mayor Fred Small, Councilman John Lake, Richard Johnson, Public Works Director; Frank Barnett, Maintenance Supervisor; Margaret Thigpen, Civic Center Director; Jane Robbins, Richard Merchant, Building Inspector; Ashley Campbell, Selena Vaughn, Al Guarisco

Meeting began around 5:30 pm.

waiver and the Fire Marshal felt otherwise. Discussion included John Lake pointing out that he felt we should not have asked the LFPOA to pave the road but it was required so that the Fire Dept could have access. Richard Merchant said that part of the problem is that they (LFPOA) were grandfathered in and then hit in the end with these requirements. Mayor Small pointed out that we have to abide by fire codes regardless. **Motion was made that we send the information to Jay Ross, City Attorney, to get an opinion on the City's liability. Mayor Small will send a letter to the LFPOA letting them know we are seeking advisement on this issue.**

**E.) Computer Remote Connection Authorization for City Business** - Suzanne distributed a resolution that would allow certain employees to access their department's information only from a remote location such as their home and would only be accessed via City laptop computer. The League suggested that we put a policy in place for this usage for control purposes. The Department Head will give Suzanne the name(s) of employees making access and this list will be approved by Mayor Small. After reviewing the resolution **Gus Palumbo made a motion that she fine tune it a bit with regard to wording and then submit it to council for approval.**

 **F.) Roof Warranty At City Hall** - Frank Barnett presented a request that we enter into a maintenance contract with All-South Subcontractors, Inc. for a three year period at \$875 annually. The current roof system is now out of the two (2) year contractor's warranty period leaving 17 years left on the manufacturer's warranty. **Motion made to move forward to Finance Committee to appropriate the funds with a favorable recommendation from the Buildings & Property Committee.**

**G.) Civic Center Report** - Margaret reported that the Civic Center had 2 events in January

January 3, 2011

City of Daphne  
1705 Main Street -  
Daphne, AL 36526  
Attn: City Clerk



Re: Daphne City Hall, Phase I Addition

Dear Sir,

The roof system we installed on your property is now out of our two (2) year contractor's warranty period. We hope that you have enjoyed a leak free experience with your roof system.

While you have additional 17 years left on your manufacturer's warranty some things will now change. First, in the event of a leak, you must call the warranty claims number listed on your warranty. If you do not have a copy of your warranty, we can assist you. Secondly, the manufacturer's warranty requires that you maintain the roof system which will in return extend the life of your roofing investment. All-South offers maintenance agreements for a very nominal charge. Our annual roof inspections allow for a trained technician to visually make a 44 point inspection of your roof and remove debris from the drains and roof area to prevent early deterioration of your roof system.

During the inspection any repairs covered by the manufacturer's warranty will be repaired at no charge. Those items not covered by the manufacturer's warranty such as caulking, replenishing of pitch cups, rust, etc will first be brought to the owner's attention and if agreed upon will be repaired at the agreed cost and will be billed to you for payment.

The cost for your annual inspection can be established for three (3) years without an increase in cost. The cost for your building is \$875.00 annually. This is only a minor cost compared to the replacement cost of your roof and should increase the life of your roofing investment.

A copy of a maintenance agreement is included for your review or you may call Nina O'Rear at (205) 836-8111.

Sincerely,  
All-South Subcontractors

John Stewart  
President

**ALL-SOUTH SUBCONTRACTORS  
MAINTENANCE AGREEMENT**

January 3, 2010

**Contractor:** All-South Subcontractors

**Owner:**

**Phone:** (205) 836-8111

**Phone:**

**Fax:** (205) 836-4227

**Fax:**

**Project Location:** Daphne City Hall Phase I Addition

**Square Footage:** 13,000

**Annual Agreement Cost:** \$875.00 (Per Year)

**INSPECTION**

The Contractor agrees to provide all roof inspection and maintenance services according to the following inspection requirement listed below.

**ANNUAL INSPECTION, HOUSEKEEPING & MAINTENANCE AGREEMENT**

1. Provide owner with one (1) inspection each calendar year in the month indicated  
(Circle one: January, February, March, April, May, June, July, August, September, October, November, December)
  
2. On an annual basis during the term of this Agreement, All-South shall provide roof inspections, routine preventive maintenance and general housekeeping service on the Owners roof during the month of \_\_\_\_\_.

## **ROOF INSPECTION SERVICES ARE AS FOLLOWS:**

1. Visual Inspection of the roof membrane and roof surface conditions.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashing, termination details, soil stacks, vents, inspection of rooftop projections and equipment including, but not limited to pitch pans, HVAC equipment, skylights and access hatches.

## **PREVENTATIVE MAINTENANCE SERVICES ARE AS FOLLOW:**

1. Metal edge flashing components – tear, splits and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes.
2. Tears and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Open split and flashing strip-ins will be repaired with appropriate repair mastics and membranes. Unsecured rooftop equipment will be secured. Exposed fasteners will be sealed, termination bar and counterflashing will be sealed.
3. Roof membrane maintenance repairs – tears, breaks and splits in the roof membrane will be repaired with appropriate repair mastics and membranes. Splits and blisters which threaten the roof integrity will be cleaned, primed and repaired with appropriate repair mastics and membranes. Metal projections (hood and clamps) will be sealed. Service agreement does not include recoating of roof membranes.

## **GENERAL ROOFTOP HOUSEKEEPING SERVICES ARE AS FOLLOWS:**

1. Removal of debris (i.e., leaves, branches, paper and similar items) from the roof membrane (excluding HVAC and other major equipment).
2. Removal of debris from the roof drains, gutters and scuppers.
3. All debris will be disposed of at the Owner's expense at Owners approved on-site location

## Severe Weather Inspections

All-South recommends that additional inspections should be performed after every severe weather event. This inspection is required under the conditions of many roof warranties and is a critical component of a good roof maintenance program. Since many weather events are localized, the Owner will be responsible for contacting us to arrange these inspections as needed. If an inspections is requested after a weather event, All-South shall be paid minor additional costs for the inspection.

## REPAIRS

1. Roof defects and leaks that are encountered during our inspections, that are outside our maintenance agreement will be performed on time plus materials basis at a rate of ( \$58.00 ) per man-hour plus materials. Material costs shall be changed at actual cost plus 15% of overhead and profit. The Owner will be notified of any work required outside of our agreement before it is accomplish.
2. **Warranted Repairs (if Applicable):**  
All repairs that are performed for which All-South has responsibility under the terms and conditions of a warranty will be performed at no charge to the Owner.
3. **Non-warranted Repairs:**  
Repairs to roof conditions that are not covered by a known warranty will be performed on a time plus materials as stated above.
4. **Leak Response:**  
Roof leaks that are encountered throughout the year shall be responded to promptly. If leak is not covered by a manufacturer's warranty, All-South shall bill for repairs at the rate established in paragraph 1.

## TERMS OF AGREEMENT

The terms of this agreement shall be active for 3 year(s) from the signing of this contract, The "OWNER" reserves the right to terminate this agreement at any time without cause upon payment in full for services rendered.

**TERM OF PAYMENT**

Terms net 30 days. Finance charges at an 18% annual percentage of .05% per day plus reasonable attorney charges will apply should terms not be followed; Billings will be generated after each inspection as applicable.

**CONTRACT ACCEPTANCE/DECLINE**

**ACCEPT:**

The above prices, terms, specifications, and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above.

The above contract may be withdrawn by Contractor if not accepted within 30 days of the Contractor's signing date.

State the month of inspection requested : \_\_\_\_\_

**DECLINE:**

After reviewing the care and maintenance requirements of my warranty and/or roof, I do not wish to accept this maintenance contract at this time. I will assume the responsibility for maintain my warranty as stated in the manufacturer warranty.

**CONTRACTOR: All-South Subcontractors**

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name and Title:**

**OWNER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# NON APPROPRIATION TERMS ADDENDUM TO AGREEMENT

## TERMS AND CONDITIONS:

This Agreement may be terminated in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available. Lessee will immediately notify Lessor of such occurrence and this Agreement shall terminate within 30 days after notification. Lessee agrees that it will not cancel this Agreement under the terms of this Addendum if any funds are appropriated to it, or by it, for the acquisition, retention or operation of equipment/services performing functions similar to those contracted for under this Agreement.

The Agreement and this Addendum may be changed or modified only in writing signed by both parties.

BY: Brian Schoff CITY: \_\_\_\_\_

Print Name: Brian Schoff Print Name: \_\_\_\_\_

Its: Branch Manager Its: \_\_\_\_\_

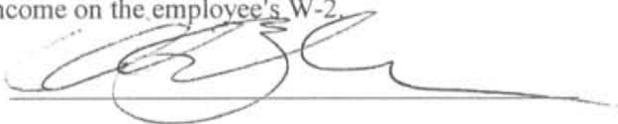
Date: 2/16/11 Date: \_\_\_\_\_

## PREPAID TRAVEL REQUEST FORM

EMPLOYEE NAME/TITLE	DEREK BOULWARE
DEPARTMENT	LEGISLATIVE
DATES OF TRAVEL	MARCH 12-16, 2011
SCHOOL/ORGANIZATION	NATIONAL LEAGUE OF CITIES CONGRESSINAL CITY CONFERENCE
LOCATION FOR TRAINING: CITY/STATE	WASHINGTON, D.C.
REGISTRATION FEE	\$420.00
LODGING	\$968.00 + TAX
TOTAL ADVANCE REQUESTED (\$35 x # OF DAYS)	\$175 .00

A complete Expenses Report with itemized receipts must be submitted upon return. The employee understands that proper itemized receipts must be submitted for all monies expended. Any remaining balance must be reimbursed to the City or this amount will be included as taxable income on the employee's W-2.

Employee Signature



\_\_\_\_\_  
Department Head Approval

8069      120200 / 52211 / \_\_\_\_\_  
 Vendor #    Dept Org #    Object #      Proj #

**\*PREPAID TRAVEL IS APPROVED BY THE FINANCE COMMITTEE THEN COUNCIL -PLEASE SUBMIT IN TIME TO ALLOW SUFFICIENT TIME FOR THESE APPROVALS.**

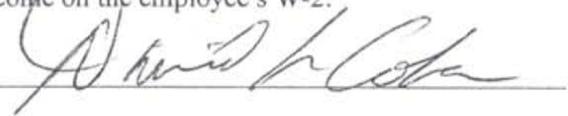
**\*ATTACH A COPY OF THE BROCHURE/REGISTRATION FORM FOR TRAINING EVENT ATTENDING - THE ATTACHED COPY SHOULD DISPLAY PURPOSE, DATES, AND COST OF TRAINING EVENT.**

Revised 3/06

## PREPAID TRAVEL REQUEST FORM

<b>EMPLOYEE NAME/TITLE</b>	DAVID L. COHEN
<b>DEPARTMENT</b>	LEGISLATIVE
<b>DATES OF TRAVEL</b>	MARCH 12-16, 2011
<b>SCHOOL/ORGANIZATION</b>	NATIONAL LEAGUE OF CITIES CONGRESSINAL CITY CONFERENCE
<b>LOCATION FOR TRAINING: CITY/STATE</b>	WASHINGTON, D.C.
<b>REGISTRATION FEE</b>	\$420.00
<b>LODGING</b>	\$952.00 + TAX
<b>TOTAL ADVANCE REQUESTED (\$35 x # OF DAYS)</b>	\$175.00

A complete Expenses Report with itemized receipts must be submitted upon return. The employee understands that proper itemized receipts must be submitted for all monies expended. Any remaining balance must be reimbursed to the City or this amount will be included as taxable income on the employee's W-2.

Employee Signature 

 Department Head Approval

8069      120200 / 52211 / \_\_\_\_\_  
 Vendor #      Dept Org #      Object #      Proj #

**\*PREPAID TRAVEL IS APPROVED BY THE FINANCE COMMITTEE THEN COUNCIL -PLEASE SUBMIT IN TIME TO ALLOW SUFFICIENT TIME FOR THESE APPROVALS.**

**\*ATTACH A COPY OF THE BROCHURE/REGISTRATION FORM FOR TRAINING EVENT ATTENDING - THE ATTACHED COPY SHOULD DISPLAY PURPOSE, DATES, AND COST OF TRAINING EVENT.**

Revised 3/06

Fred Small  
Mayor

David Cohen  
City Clerk

Kimberly Briley  
Finance Director/Treasurer

Richard Johnson, P. E.  
Director of Public Works



Bailey Yelding, Jr.  
District 1

Cathy Barnette  
District 2

John L. Lake  
District 3

Kelly Reese  
District 4

Ronald Scott  
District 5

Derek Boulware  
District 6

August Palumbo  
District 7

To: Kim Briley, Finance Director  
Suzanne Henson, Senior Accountant

From: Richard Johnson, P. E.  
Public Works Director

Date: February 9, 2011

Re: 2011-J-Lifting Mechanism for Automated Garbage Truck

Bids were sent out for the purchase of a lifting mechanism for an automated garbage truck. This is to replace the lifting arm on truck #1205. This arm is worn out and replacement will extend the life of the truck. The funding for this replacement was approved in the FY2011 budget. \*

A total of 2 bids were received and we would like to recommend McNeilus Truck & Mfg. They were the lowest bidder for both options. We also recommend using the Onsite Repairs Option. This will reduce down time for the vehicle.

Please call me if you have any questions.

**CITY OF DAPHNE  
2011-J-LIFTING MECHANISM FOR AUTOMATED GARBAGE  
TRUCK: CONDOR CHASSIS OR EQUIVALENT  
CITY OF DAPHNE  
FEBRUARY 9, 2011**

**PRESENT WERE:**

**DUKE CRUTCHFIELD  
SUZANNE HENSON  
MELVIN MCCARLEY  
BUCK CONOWAY**

**MECHANICAL SUPERVISOR  
SENIOR ACCOUNTANT  
PW SUPERINTENDENT  
SW SUPERVISOR**

2 INVITAIONS TO BID WERE MAILED, PICKED-UP, E-MAILED, OR FAXED, 2 SEALED BIDS WERE RECEIVED.

MELVIN OPENED THE BIDS PRESENTED AND THE BIDS WERE READ ALOUD AS FOLLOWS:

**VENDER**

**AMOUNT**

**MCNEILUS TRUCK & MANUFACTURING**

**Offsite: \$20,553.20  
Onsite: \$20,738.20**

**INGRAM EQUIPMENT COMPANY, LLC**

**Offsite: \$ 29,590.00  
Onsite: \$ 30,862.00**



\_\_\_\_\_  
SUZANNE HENSON, SR. ACCOUNTANT

**Buildings & Property Committee Meeting**  
**Monday, February 7, 2011 5:30 PM**  
**Daphne City Hall**

**Committee**

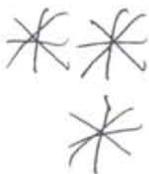
Councilman John Lake  
Councilman August A. Palumbo  
Mayor Fred Small  
Richard Merchant, Building Inspector  
Frank Barnett, Maintenance Supervisor  
Margaret Thigpen, Civic Center Director

**Committee Minutes (Summary)**

Present: Councilman Gus Palumbo, Mayor Fred Small, Councilman John Lake, Richard Johnson, Public Works Director; Frank Barnett, Maintenance Supervisor; Margaret Thigpen, Civic Center Director; Jane Robbins, Richard Merchant, Building Inspector; Ashley Campbell, Selena Vaughn, Al Guarisco

Meeting began around 5:30 pm.

**H.) Grants** – Ashley Campbell brought before the committee three grant opportunities she would like to pursue.



**U. S. Fish and Wildlife Coastal Assistance Program** - asking for \$60,000 grant for Invasive species Control Project for Village Point Park and Bay Front Park. The city to contribute \$3600 in in-kind labor and use \$10,000 from the lodging tax as a match.

**Committee made a motion to move this request to the Finance Committee for consideration with a favorable recommendation.**

**Auburn Marine Extension** has asked for a list of projects that could possible qualify for grant monies available. No match from City is necessary. The other is a list of the **2010 Baldwin County Multi-Hazard Mitigation Plan** – opportunities there as well.

**I.) Building Inspection Monthly Report** - Richard Merchant reported that there were 13 new residential starts in January with 1 new commercial. The start of the New Year looks good with 105 total permits = \$4 million and the city's portion was \$35,000. **This would have resulted in \$42,000 in impact fees had this policy been in place.**



## *The Village Point Foundation*

P.O. Box 1374  
Daphne, AL 36526

February 7, 2011

Daphne City Council  
City of Daphne  
PO Box 400  
Daphne, AL 36526

Dear Council Members,

The Village Point Foundation eagerly supports Ashley Campbell and the City of Daphne's application for grant money from Fish and Wildlife to remove exotic invasives from our preserve. We have worked on this issue in the park, but with limited funds available in the past years, we have not been able to get all the way through the interior of the park. This grant money would allow us to do that and to plant native plants in the open areas where many invasive species have taken hold.

The match for the grant money could most definitely come from the lodging tax fund set aside for the bayfront parks and properties. The amount needed for the match is relatively low. If we could use BP funds that would be all the better, but the lodging tax bayfront fund is a perfect source for this money.

Our board is committing to a minimum of forty hours volunteer time to aide in the labor match. We will gladly organize volunteers to help plant the native plants at the end of the project.

Thank you for your consideration of this important opportunity.

Sincerely,

Selena Vaughn, Chair  
selenacvaughn@att.net  
251.605.6243

February 2, 2011

Patric Harper  
U.S. Fish and Wildlife  
Coastal Coordinator  
1208-B Main Street  
Daphne, AL 36526

Re: City of Daphne Invasive Species Control Project  
Location: Village Point Park & Bay Front Park  
Daphne, Al.

Dear Mr. Harper:

Attached is a copy of the City of Daphne's 2011 Village Point-Bay Front Park Invasive Species Control Project Application for your review.

If you have any comments or questions, please contact Ashley Campbell with the City of Daphne at 251-621-3080.

Sincerely,

Ashley Campbell, cpesc  
City of Daphne  
PO Box 400  
1705 Main Street  
Daphne, AL 36526

**2011**  
**City of Daphne**  
**Village Point Park & Bay Front Park**  
**Invasive Exotic Plant Species**  
**Control Project**

Prepared by  
The City of Daphne

## Table of Contents

- 1. Introduction- Project Location-Description**
- 2. Proposed City of Daphne Parks Invasive Species Control Plan**
- 3. Project Budget**

### **Appendix**

***A-- Historic Village Point Inventory and Checklist of the Trees, Shrubs  
and Woody Vines***

**B—Estimate for Invasive Species Project Implementation**

# 1. Introduction

## A. Site Location

The Village Point Park –Bay Front Park, property is located in Baldwin County, Alabama (Township 4 South, Range 2 East, Section 7). It is located on the west side of Scenic 98, South Main Street, in the City of Daphne.

## B. Site Description

The Village Point and Bay Front Parks consist of approximately 64 acres of forested uplands, forested wetlands, early successional wetlands, coastal beach, and Yancey Branch creek. The “*Historic Village Point Inventory and Checklist of the Trees, Shrubs and Woody Vines*” (**Appendix A**), by Fred Nation and Harry Larsen, documents that over one hundred different species occur in Park area. Along with the vast array of native species, the park has a problem with invasive exotic species. The inventory documented that there are eleven invasive species in the park at the time of the inventory. Other invasive species have been discovered in the park since the inventory was done. **Table 1** lists the species that our project will target for control.

**Table 1**

Species	Common Names
<b>Trees</b>	
<i>Albizia julibrissin</i>	Mimosa; Silktree
<i>Cinnamomum camphora</i>	Camphor Tree
<i>Sapium sebiferum</i>	Chinese Tallow; Popcorn Tree
<b>Shrubs</b>	
<i>Ligustrum japonicum</i>	Japanese Privet
<i>Ligustrum sinense</i>	Chinese Privet
<i>Nandina domestica</i>	Heavenly Bamboo
<i>Ardisia crenata</i>	Coral Ardisia
<b>Woody Vines</b>	
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lygodium japonicum</i>	Japanese Climbing Fern
<i>Pueraria montana</i>	Kudzu
<i>Wisteria sinensis</i>	Japanese Wisteria
<b>Others</b>	
<i>Imperata cylindrica</i>	Cogon Grass
<i>Colocasia esculenta</i>	Wild Taro, Dasheen
<i>Panicum repens</i>	Torpedo Grass

## 2. Proposed City of Daphne Parks Invasive Species Control Project

The City of Daphne is requesting grant assistance in the control of invasive species within the Village Point Park and Bay Front Park. The proposed project complies with the funding criteria of the USFWS Coastal Assistance Program and it also compliments the Mobile Bay NEP Action Plan LR-B1 “*Development Plans for Nuisance Species*” of the MBNEP’s Comprehensive Plan which aids in restoring ecological relationships within the park. If we receive the requested funds, we will attempt to treat all the invasive species listed above within the entire park. Once the City treats the invasive species, we will replant any totally denuded areas with native species listed in **Table 2** below at an approximate ten foot by ten foot (10’x10’) spacing. We anticipate approximately two (2) acres will need to be replanted. At the aforementioned spacing, nine hundred and thirty (930) native plants will be needed to cover the two acres. If awarded the funds, the City will have employees assist in the project to learn how to identify the invasive species and how to properly control the species for future maintenance of the park.

### A. Scope of Services

Specifically, with the grant money the city will accomplish the following:

1. Project Supervision and Management (Contracted)
2. Labor (Contracted) and In-kind City Staff
3. Herbicide and Materials (Contracted)
4. Replanting of Native Species (Contracted)

**Table 2**

<b>Tree - Common Name (one gallon)</b>	<b>Species</b>
Red Maple	<i>Acer rubrum</i>
Yellow Poplar, Tulip Poplar	<i>Liriodendron tulipifera</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
Sweetbay	<i>Magnolia virginiana</i>
Tupelo Gum	<i>Nyssa biflora</i>
Swamp Red Bay	<i>Persea palustris</i>
Slash Pine	<i>Pinus elliotii</i>
Bald Cypress	<i>Taxodium distichum</i>
<b>Shrubs - Common Name (one gallon)</b>	<b>Species</b>
Wax Myrtle, Southern Bayberry	<i>Myrica cerifera</i>
Black Titi, Buckwheat Tree	<i>Cliftonia monophylla</i>
Swamp Cyrilla, Titi	<i>Cyrilla racemiflora</i>
Large Gallberry Holly	<i>Ilex coriacea</i>
Yaupon	<i>Ilex vomitoria</i>
Virginia Sweetspire	<i>Itea virginica</i>
Buttonbush	<i>Cephalanthus occidentalis</i>
Devilwood, American Olive	<i>Osmanthus americanus</i>
<b>Herbs - Common Name (plugs)</b>	<b>Species</b>
Soft Rush	<i>Juncus effusus</i>

## 2. Project Budget

Description	Cost
Project Management & Supervision (\$85/hr. x 8 hr/day x 20 days)	\$13,600.00
Labor (crew of 6 @ \$25/hr. x 8 hr/day x 20 days)	\$24,000.00
Materials & Equipment (herbicide, gloves, fuel, etc.)	\$2,400.00
Native Plants 2 acres at 10'x10' spacing 930 1 gallon plants @\$8.50	\$8,350.50
In-kind Labor (City Staff 1 @\$23/hr x 8hr/day x 20 days)	\$3,680.00
In-Kind Village Point Foundation Labor (40 hrs) replanting	\$600.00
Bay Front Lodging Tax, Cash Match	\$10,000
Total Cost for Grant Project	\$62,630.50
<b>Total requested from USFW Coastal Grants Program</b>	<b>\$48,350.50</b>

## 4. Implementation

If the USFW Coastal funds are awarded to the City, the project will begin summer 2011.

### Applicant Information:

**City of Daphne**  
**PO Box 400**  
**1705 Main Street**  
**Daphne, AL 36526**  
**Phone 251-621-3080**  
**Fax 251-621-3719**

### Contact Information:

**Ashley Campbell, cpesc**  
**Environmental Programs Manager**  
**PO Box 400**  
**1705 Main Street**  
**Daphne, AL 36526**  
**Phone 251-621-3080**  
**Fax 251-621-3719**

## RESOLUTION 2011 -

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

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

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

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

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

DEPT	TAG/VEH#	DESCRIPTION	VIN # / SERIAL #
Grounds	201	1993 Vermeer / 1250 Chipper	1VRC14130M / 1002681
Parks	50	1999 FORD TR-F SERIES	1FTRX17W2XNB60798
Comm Dev	114	1998 FORD TAURUS	1FAFP52U2WA134794
Street	31	1990 GMC PU TC10703	1GTDC14H7LZ526463

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

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

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA**, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk CMC



# MOBILE BAY NATIONAL ESTUARY PROGRAM

---

February 8, 2011

Councilman Derrick Boulware  
Chairman of the Finance Committee  
City of Daphne  
PO Box 400  
Daphne, AL 36526

Dear Councilman Boulware:

I am writing to follow up on a request for funding to support the Mobile Bay National Estuary Program's non-federal share match obligation as part of its annual US E.P.A grant that was submitted on August 31, 2010 (enclosed).



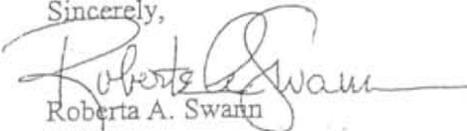
The request was to increase funding from \$3,000 to \$10,000 to support expanded activities that the program is undertaking related to stormwater education and watershed management with a particular focus on the D'Olive watershed. The City has supported the Mobile Bay National Estuary Program since 1998 with contributions averaging \$3,000 annually. This support has been leveraged many times over for the City, most recently in regards to the completion of the D'Olive Watershed Management Plan and removal of invasive species at Village Point Park.

Please advise on any further action I may need to take regarding this request. I would be happy to provide a brief presentation at a City Council work session if you think it would be appropriate to educate new members of the Council on the Program and our value to the Daphne community.

The Mobile Bay National Estuary Program appreciates the support of the City of Daphne and looks forward to continuing this productive partnership for protecting the environmental assets of this community.

To discuss further, please contact me at 251-431-6409.

Sincerely,

  
Roberta A. Swann  
Director

cc: Fred Small, Mayor  
Cathy Barnette, Council President



# MOBILE BAY NATIONAL ESTUARY PROGRAM

August 31, 2010

Fred Small, Mayor  
City of Daphne  
1705 Main Street  
PO Box 400  
Daphne, AL 36526

Dear Mayor Small:

The Mobile Bay National Estuary Program (MBNEP), established under the United States Clean Water Act to preserve the environmental, cultural, and economic integrity of Alabama's estuarine and coastal resources, respectfully requests consideration of an increase in the level funding provided to \$10,000 for fiscal year 2010-2011, to meet its non-federal match obligation under its U.S. Environmental Protection Agency (USEPA) grant. \*

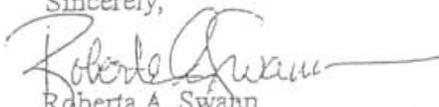
MBNEP appreciates the steadfast support of the City of Daphne since its inception. During the last three years (2008-2010), the City of Daphne provided a total of \$14,000 to the program, \$9,000 in matching funds for the federal funding received by the Mobile Bay National Estuary Program and \$5,000 in support of the D'Olive Watershed Management Plan. This local commitment and support has allowed us to move forward with important programs that benefit all the citizens of Daphne including remediation of invasive species in Yancey Branch at Village Point, the D'Olive Watershed Management Plan, and the Baldwin County Stormwater Coalition.

As you are aware, the D'Olive Watershed Management Plan was finished at the cost of \$125,000.00. In addition, Thompson Engineering has donated an additional \$115,745.78 of in-kind services for a total project cost of \$240,745.78. The City of Daphne donated \$5,000, thus leveraging \$235,745.78 for the plan that directly impacts the City of Daphne by identifying action steps to address erosion, sedimentation and flooding problems within the watershed. A copy of the plan was mailed to you at an earlier date.

Beginning in Fiscal Year 2011, our USEPA grant will be increased by an additional \$200,000, requiring an additional \$200,000 of matching share. Accordingly and with a full understanding of the budgetary demands and other constraints facing local governments, I request your positive consideration of this increase. With your help and support, tremendous progress is being made to support the community of Daphne while addressing the Comprehensive Conservation and Management Plan (CCMP).

MBNEP applauds your investment to ensure the estuary's sustainability and thank you wholeheartedly for your continued support of our program.

Sincerely,

  
Roberta A. Swann  
Director

cc: Council President August Palumbo

## Suzanne

---

**From:** Adrienne Jones [ajonesdpln@bellsouth.net]  
**Sent:** Wednesday, February 09, 2011 4:11 PM  
**To:** henson;  
**Subject:** FW: Daphne Stormwater ADCNR Grant

Suzanne, I'm forwarding this to you for inclusion on the Finance Committee Agenda. I will forward the in-kind assistance chart to HR to complete. Thanks Adrienne

---

**From:** Christopher Baker [mailto:cdb@hmreengineers.com]  
**Sent:** Wednesday, February 09, 2011 3:36 PM  
**To:** 'Adrienne Jones'  
**Subject:** Daphne Stormwater ADCNR Grant

Adrienne:

Attached are 3 documents: the spreadsheet with initial person hour estimates and materials; the scope and purpose document, and finally the resolution. Let me know when the meetings are arranged and we will attend to help answer any questions.

Thank you.

Christopher D. Baker, AICP, MBA  
Director of Planning  
Hutchinson, Moore, and Rauch, LLC  
P.O. Box 1127  
Daphne, AL 36526  
251.626.2626 -- voice  
251.626.6934 -- fax

The Alabama Department of Conservation and Natural Resources (ADCNR) has sent notice to coastal communities in Mobile and Baldwin County that grant funds are available for Community Planning.

The funding available originates with NOAA and is administered by the ADCNR office located at Five Rivers on the Causeway. The funding pays for planning only and seeks to improve long term Coastal Management. Funds are available at a \$1 to \$1 match. The match is not required to be cash only. The match may also include in-kind services performed by the City.

As you are aware, the City has long been concerned about stormwater management, especially in regards to the impaired drainage basins of D'Olive Creek, Unnamed Tributary of D'Olive Creek, Tiawasee Creek, Yancey Branch, and Joe's Branch.

The proposed project is to create stormwater regulations that would apply for these impaired watersheds. In addition the stormwater regulations that apply to the remaining drainage basins would be reviewed and modified.

The proposed financial scope of the project is as follows:

\$ 8,000.00	Cash contribution by the City
\$12,000.00	In kind services performed by the City
<u>\$20,000.00</u>	Grant Funding
\$40,000.00	Total Project Cost

HMR's fees for this project which includes studying each watershed, creating new stormwater and BMP regulations, and public outreach total \$28,000.00.

Combined Stormwater Areas

STORMWATER ADCNR GRANT IN-KIND LABOR/MATERIAL ESTIMATES

	Time Estimate	Materials	Equipment	Salary (incl Benefits)	Overhead	Totals
Community Development Director	80	\$ -		\$ 2,515.66	\$ -	\$ 2,515.66
Planning Coordinator	34	\$ -		\$ 769.08	\$ -	\$ 769.08
Administrative Technician	24			\$ 500.14	\$ -	\$ 500.14
Materials: (Administrative Tech)	-	\$ 600.00		\$ -	\$ -	\$ 600.00
GIS Manager	88			\$ 2,002.00	\$ -	\$ 2,002.00
Materials: (GIS Manager)	-	\$ 2,400.00		\$ -	\$ -	\$ 2,400.00
Environmental Program Manager	96			\$ 2,651.94	\$ -	\$ 2,651.94
Environmental Program Manager	-	\$ 600.00		\$ -	\$ -	\$ 600.00
Site Containment Officer	72	\$ -		\$ 1,813.97	\$ -	\$ 1,813.97
Public Works Director	80	\$ -		\$ 3,751.30	\$ -	\$ 3,751.30
Council Chambers Maintenance	19	\$ -		\$ -	\$ -	\$ -
Building Official	24	\$ -		\$ 863.97	\$ -	\$ 863.97
ICC Certified Permit Technician	28			\$ 642.46	\$ -	\$ 642.46
Materials: (ICC Certified Permit Tech)	-	\$ 1,000.00		\$ -	\$ -	\$ 1,000.00
Planning Commission	18	\$ -		\$ -	\$ -	\$ -
					Project Total	\$ 20,110.51

## Suzanne

---

**From:** Adrienne Jones [ajonesdpln@bellsouth.net]  
**Sent:** Thursday, February 10, 2011 2:22 PM  
**To:** henson:  
**Cc:** 'Kim Briley'  
**Subject:** MBNEP RFP 2010-2011 (3).docx

Hello there,

Here is another grant application that needs to be presented to the Finance Committee. After speaking to Coun. Barnette, it would be better to place both grants before the Committee at once—even if this is a blank application. She has also added both grants to the agenda for the Worksession. The attached application would be a collaboration of me and Ashley—not HMR.

Let me know if you have any questions, Adrienne



## Mobile Bay National Estuary Program

4172 Commanders Drive  
Mobile, AL 36615  
(251) 431-6409 www.mobilebaynep.com  
(251) 431-6450 Fax

January 10, 2011

*NOTICE TO:*

**ALL INTERESTED GOVERNMENTAL ENTITIES WITHIN  
MOBILE AND BALDWIN COUNTIES, AL**

***FUNDING OPPORTUNITY FOR:* IMPLEMENTATION OF PROJECTS RELATED TO  
MANAGEMENT OF STORMWATER, WETLANDS, AND SEDIMENT TRANSPORT.**

---

The Mobile Bay National Estuary Program (MBNEP) is accepting proposals from local government entities (county and municipal) in Baldwin and Mobile Counties for projects that address at least one of three issue areas: **stormwater management, wetlands restoration/protection/enhancement/creation, and sediment management.**

Funding for these proposals is provided in part by the U.S. Environmental Protection Agency (EPA) as part of the MBNEP Annual Work Plan for 2010-2011. We anticipate that at least **\$225,000 will be available** for project funding.

Project proposals will be reviewed jointly with proposals submitted to the Alabama Department of Conservation and Natural Resources as part of its 306A Public Access Improvement and Coastal Planning, Research, and Nonpoint Source Pollution Control request. Awards from the MBNEP will be prioritized based on:

- 1) the extent to which projects contribute to improving the water quality and living resource base of waters within the Mobile and Baldwin Counties,
- 2) the amount of matching funds applied to project implementation,
- 3) the extent to which projects promote wise stewardship and understanding of issues among constituents, and
- 2) the availability of MBNEP funding.

If a project is approved for funding, funds will be available immediately for a period ending September 30, 2012.

Proposed projects must address *stormwater management; wetlands restoration, protection, enhancement and creation; or sediment management.*

### **1. Stormwater Management**

As our coastal communities grow, increases in impervious surfaces result in increased volumes and velocity of stormwater runoff, causing flooding and streambank degradation and carrying sediment, trash and debris, chemicals, nutrients, pathogens, and other nonpoint source pollution, untreated, into receiving creeks, streams, Mobile Bay, and the Gulf of Mexico. Stormwater management projects may include but not be limited to:

- a. Stream restoration – grade control, flow deflection/concentration, bank protection, etc.
- b. Restoration/creation of retention/detention basins
- c. Other runoff reduction practices
- d. Wetland restoration/creation/enhancement
- e. Promotion of runoff reduction practices for homeowner

- f. Land use planning
- g. Promotion of low impact development/green infrastructure
- h. Green infrastructure retrofits

## 2. Wetlands

Wetlands provide many services critical to the overall environment and to human populations, including food, nursery areas, and refuge for fish, invertebrates, birds and other animals; shoreline stabilization; stormwater filtration; and buffering of mainlands from the effects of tropical weather events and flooding. Wetland loss is attributed to erosion, subsidence, tropical weather events, and human activities often related to development.

Wetlands projects may include but not be limited to:

- a. Restoration
- b. Protection
- c. Enhancement
- d. Creation

## 3. Sediment Management

Sedimentation, whether resulting from streambank degradation or poor construction practices, underlies aquatic habitat loss, impairs navigation, and diminishes waterfront property values. Sediment management projects may include but not be limited to:

- a. Sediment source tracking/monitoring
- b. Stream bank restoration
- c. Installation of wave attenuation structure for shoreline stabilization
- d. Outreach and education program development

## Funding Information

- \* • All awards require a 1:1 ratio of non-federal matching funds. Match may consist of cash, in-kind services, or other donations that support the project
- Funding is geographically limited to Mobile and Baldwin Counties
- Funding will be managed through contractual arrangements administered by the MBNEP/Dauphin Island Sea Lab.
- Funding is currently available, and projects must be completed by September 30, 2012.
- \* • Awards are expected to range between \$22,500 and \$75,000. Applications for funding less than the minimum indicated will be accepted, but the applicant must provide justification, and the proposal must meet a unique and/or critical need.

## Timeline

- \* March 4, 2011 Proposals must be received in the MBNEP office by close of business (5 p. m.)
- March 25, 2011 Applicants will be notified of their selection status, and contracts executed
- September 30, 2012 Projects must be completed

## To Apply

Submit a completed application form (attached) and any supporting documentation by close of business on **Friday, March 11, 2011**, to:

Mobile Bay National Estuary Program  
4172 Commanders Drive  
Mobile, AL 36615

By Fax: 251-431-6450

By E-mail: [rswann@mobilebaynep.com](mailto:rswann@mobilebaynep.com)

For questions or assistance with forms please contact the MBNEP Office at 431-6409.

E-mail: [rswann@mobilebaynep.com](mailto:rswann@mobilebaynep.com), [therder@mobilebaynep.com](mailto:therder@mobilebaynep.com), or [blowther@mobilebaynep.com](mailto:blowther@mobilebaynep.com)

**MOBILE BAY NATIONAL ESTUARY PROGRAM**

**Funding Application  
For Projects to  
Implement Objectives of the Comprehensive Conservation Management Plan**

*(Use one application per project)*

Focus of Project: *(circle one)*

**Stormwater Management**

**Wetlands Protection/Restoration/Creation**

**Sediment Transport Management**

Title of Project:

Location of Project:

Applicant (Government Entity Name):

Federal Funding Requested:

Date of Request:

Project Contact:

Phone:

Fax:

Mailing Address:

E-Mail Address:

Project Description/Narrative:

**Please attach a one- to two-page project narrative with the following information at a minimum:**

- **Purpose of the project**
- **Scope of services to be performed**
- **Project design and performance measures**
- **Geographic area served by the project**
- **Identification of principal investigator and all project partners**
- **Brief rationale describing how the proposed project addresses critical coastal issues**
- **A project time frame with beginning/end dates and key progress benchmarks**

## PREMIUM SUMMARY

<b>COMPREHENSIVE GENERAL LIABILITY</b>	<b>\$135,320</b>
<i>Company – Alabama Municipal Insurance Corp.</i>	
<b>PUBLIC OFFICIALS LIABILITY (Included Above)</b>	
<i>Company – Alabama Municipal Insurance Corp.</i>	
<b>LAW ENFORCEMENT LIABILITY (Included Above)</b>	
<i>Company – Alabama Municipal Insurance Corp.</i>	
<b>COMMERCIAL AUTOMOBILE</b>	<b>\$118,695</b>
<i>Company – Employers Mutual Companies</i>	
<b>EQUIPMENT</b>	<b>\$21,987</b>
<i>Company – Employers Mutual Companies</i>	
<b>PROPERTY</b>	<b>\$131,486</b>
<i>Company – Employers Mutual Companies</i>	
<b>BOARDWALKS</b>	<b>\$11,223</b>
<i>Company – Employers Mutual Companies</i>	
<b>TOTAL PREMIUM</b>	<b>\$418,711</b>

# TREASURER'S REPORT

As of January 31, 2011

TO: FINANCE COMMITTEE

FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

<u>ACCT TITLE</u>	<u>BANK</u>	<u>BALANCE</u>
<b>GENERAL FUND &amp; ENTERPRISE FUNDS</b>		
MMA ACCT	COMPASS	\$13,316,864.19
OPERATING ACCT	COMPASS	(\$330,175.29)
PAYROLL ACCT	COMPASS	(\$647.75)
		<u>\$12,986,041.15</u>
<b>INVESTMENT FUND</b>	RAYMOND JAMES	\$2,858,606.93
	(Initial investment 2,828,875.15)	
<b>AGENCY FUNDS</b>		
MUNICIPAL COURT	COMPASS	\$306,588.37
<b>SPECIAL REVENUE FUNDS</b>		
SAIL SITE	RBC BANK	\$8,712.60
4 CENT GAS TAX	RBC BANK	\$321,799.88
7 CENT GAS TAX	RBC BANK	\$265,503.86
		<u>\$596,016.34</u>
<b>CAPITAL PROJECT FUNDS</b>		
CAPITAL RESERVE	WACHOVIA	\$2,194,317.83
2006 CONSTRUCTION	WACHOVIA	\$942,602.68
		<u>\$3,136,920.51</u>
<b>DEBT SERVICE FUNDS</b>		
DEBT SERVICE	WACHOVIA	\$2,263,003.62
2006 DEBT SERVICE	RBC BANK	\$883,516.56
		<u>\$3,146,520.18</u>
		<u>\$23,030,693.48</u>

## SALES & USE TAXES

### FY 2011 BUDGET/ACTUAL COMPARISONS

### ACTUAL COLLECTIONS

	2004	2005	2006	2007	2008	2009	2010	2011	Actual, 2011	Budget	Monthly Variance	YTD Variance	% of Budget
October	697,830.58	833,700.71	932,634.66	944,542.36	867,190.18	806,503.85	764,641.13	800,512.03	800,512.03	755,468	45,044.03	45,044.03	5.96%
November	710,788.74	814,666.03	901,512.38	918,837.95	915,890.97	801,075.91	761,955.37	819,834.09	819,834.09	752,814	67,020.09	112,064.12	8.90%
December	941,151.87	1,091,073.78	1,168,443.68	1,162,584.39	1,120,005.09	1,078,330.45	1,004,037.20	1,121,383.45	1,121,383.45	991,992	129,391.45	241,455.57	13.04%
January	697,083.68	771,837.83	887,468.11	914,876.33	822,020.87	755,541.41	723,504.28	-	-	714,825	-	241,455.57	0.00%
February	688,421.54	788,825.08	878,123.66	877,975.60	865,625.83	748,620.87	733,335.60	-	-	724,538	-	241,455.57	0.00%
March	846,156.86	917,832.17	1,081,774.83	1,071,598.38	998,616.04	863,535.78	916,657.55	-	-	905,661	-	241,455.57	0.00%
April	752,039.55	863,144.81	988,760.72	980,140.54	963,691.85	823,173.33	809,588.73	-	-	799,876	-	241,455.57	0.00%
May	817,610.49	867,446.44	1,000,424.48	1,021,498.14	957,167.20	829,099.81	862,254.54	-	-	851,910	-	241,455.57	0.00%
June	818,209.20	982,863.46	1,024,091.07	1,066,433.92	997,274.15	868,309.52	887,262.68	-	-	876,618	-	241,455.57	0.00%
July	803,051.14	908,576.13	941,407.68	993,216.66	888,690.34	808,113.93	839,192.33	-	-	829,125	-	241,455.57	0.00%
August	745,320.33	869,818.11	950,539.01	954,421.57	964,626.26	831,984.35	790,713.80	-	-	781,228	-	241,455.57	0.00%
September	830,260.80	998,476.08	967,616.16	965,107.35	918,551.15	825,257.74	841,035.40	-	-	830,946	-	241,455.57	0.00%
<b>Totals</b>	<b>9,289,924.78</b>	<b>10,708,260.63</b>	<b>11,702,796.44</b>	<b>11,871,233.19</b>	<b>11,279,349.93</b>	<b>10,039,646.95</b>	<b>9,934,178.61</b>	<b>2,741,729.57</b>	<b>2,741,729.57</b>	<b>9,816,001</b>	<b>241,455.57</b>	<b>241,455.57</b>	<b>0.00%</b>

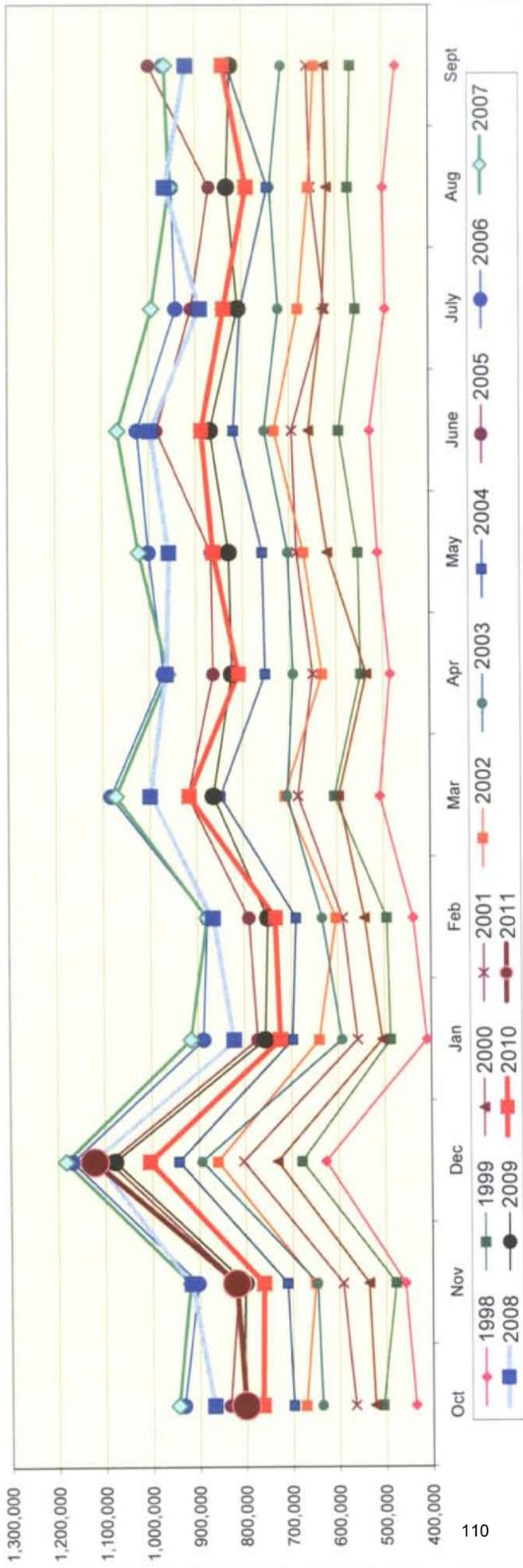
### FISCAL YEAR COMPARISONS

	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
October	135,870.13	98,933.95	11,907.70	(77,352.18)	(60,686.33)	(41,862.72)	35,870.90	19.47%	11.87%	1.28%	-8.19%	-7.00%	-5.19%	4.69%
November	103,877.29	86,846.35	17,325.57	(2,946.98)	(114,815.06)	(39,120.54)	57,878.72	14.61%	10.66%	1.92%	-0.32%	-12.54%	-4.89%	7.60%
December	149,921.91	77,369.90	14,140.71	(62,579.30)	(41,674.64)	(74,293.25)	117,346.25	15.93%	7.09%	1.21%	-5.29%	-3.72%	-6.89%	11.69%
January	74,754.15	115,630.28	27,408.22	(92,855.46)	(66,479.46)	(32,037.13)	-	10.72%	14.98%	3.09%	-10.15%	-8.09%	-4.24%	0.00%
February	100,403.54	89,298.58	(148.06)	(12,349.77)	(117,004.96)	(15,285.27)	-	14.58%	11.32%	-0.02%	-1.41%	-13.52%	-2.04%	0.00%
March	69,675.31	163,942.66	(10,176.45)	(72,982.34)	(135,080.26)	53,121.77	-	8.21%	17.86%	-0.84%	-6.81%	-13.53%	6.15%	0.00%
April	111,105.26	105,615.91	(8,620.18)	3,551.31	(140,518.52)	(13,984.60)	-	14.77%	12.24%	-0.89%	0.37%	-14.58%	-1.65%	0.00%
May	109,835.95	132,978.04	21,073.66	(64,330.94)	(128,067.39)	33,154.73	-	14.50%	15.33%	2.11%	-6.30%	-13.38%	4.00%	0.00%
June	164,654.26	41,227.61	42,342.85	(69,159.77)	(128,964.63)	18,953.16	-	20.12%	4.19%	4.13%	-6.49%	-12.93%	2.18%	0.00%
July	105,524.99	32,831.55	51,808.98	(104,526.32)	(60,576.41)	31,078.40	-	13.14%	3.61%	5.50%	-10.52%	-9.07%	3.85%	0.00%
August	124,497.78	80,720.90	3,882.56	10,204.69	(132,641.91)	(41,270.55)	-	16.70%	9.28%	0.41%	1.07%	-13.75%	-4.96%	0.00%
September	168,215.28	(30,859.92)	(2,508.81)	(46,556.20)	(93,293.41)	15,777.66	-	20.26%	-3.09%	-0.26%	-4.82%	-10.16%	1.91%	0.00%
<b>Annual \$ Change</b>	<b>1,418,335.85</b>	<b>994,535.81</b>	<b>166,436.76</b>	<b>(591,883.26)</b>	<b>(1,239,802.98)</b>	<b>(106,368.34)</b>	<b>211,095.87</b>	<b>15.27%</b>	<b>9.29%</b>	<b>1.44%</b>	<b>-4.99%</b>	<b>-10.99%</b>	<b>-1.05%</b>	<b>2.12%</b>

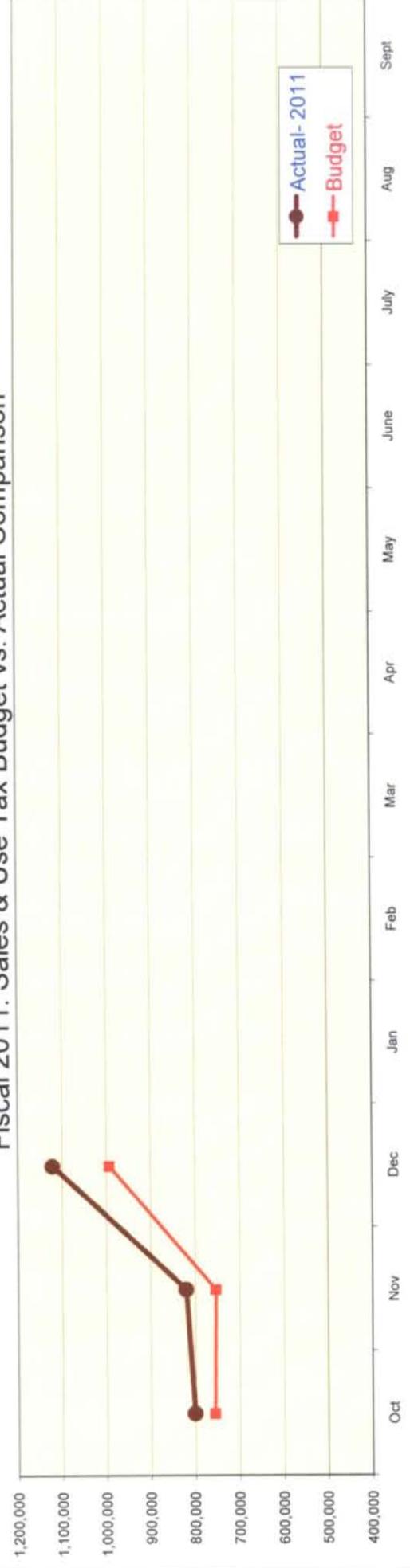
TOTAL collections: FY 10	9,934,179
TOTAL est. bdgt coll: FY 11	9,815,001
Budgeted Dollar Variance 10/11	(119,178)
Budgeted Percent Variance 10/11	-1.20%

TOTAL collections: 12-31-10	2,741,730
Budgeted: 10-1-10 to 12-31-10	2,500,274
Actual Coll < Budget, 12-31-10	241,456
% Over/Under Budget, 12-31-10	9.66%

### Sales & Use Tax Comparisons



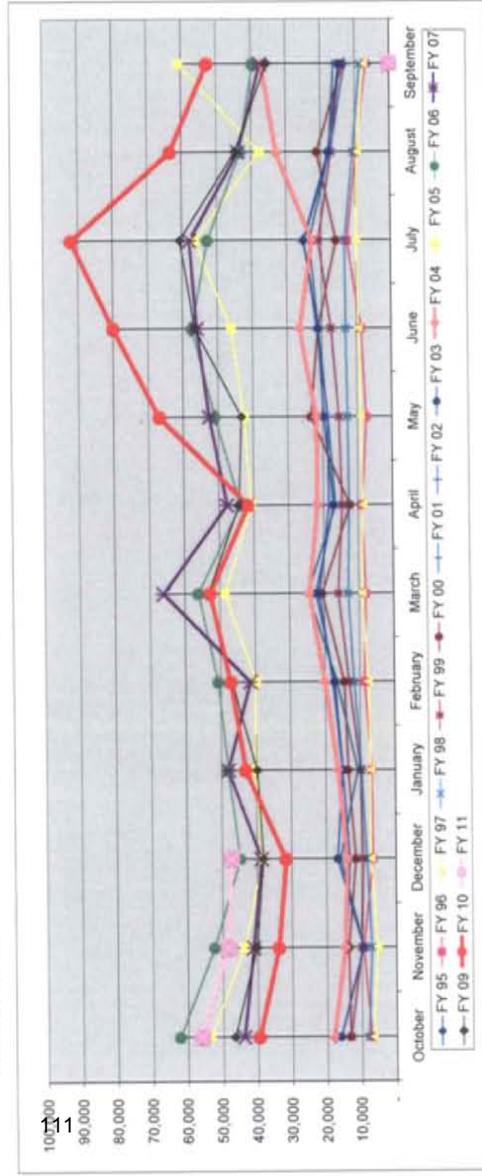
### Fiscal 2011: Sales & Use Tax Budget vs. Actual Comparison



### Monthly Lodging Tax Collections

	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00	FY 01	FY 02	FY 03	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10	FY 11
October	7,228.60	6,701.69	8,042.55	13,241.96	13,344.97	16,021.98	17,757.16	16,103.81	18,110.90	53,490.95	62,191.49	43,874.01	46,360.47	46,543.20	39,405.56	56,001.39	
November	9,371.57	5,419.99	7,156.30	9,963.87	13,712.88	9,378.73	14,346.00	9,488.82	14,652.46	18,110.90	18,110.90	18,110.90	18,110.90	18,110.90	18,110.90	18,110.90	18,110.90
December	6,580.10	7,076.44	8,327.51	9,303.23	11,505.34	15,885.37	13,257.40	16,693.64	13,940.92	13,940.92	13,940.92	13,940.92	13,940.92	13,940.92	13,940.92	13,940.92	13,940.92
January	6,765.39	6,990.72	9,704.80	9,934.03	13,517.89	10,802.39	15,150.55	15,089.26	16,416.20	16,416.20	16,416.20	16,416.20	16,416.20	16,416.20	16,416.20	16,416.20	16,416.20
February	8,466.36	7,536.69	11,579.98	13,024.87	14,425.61	16,482.91	17,680.30	17,174.37	19,952.91	19,952.91	19,952.91	19,952.91	19,952.91	19,952.91	19,952.91	19,952.91	19,952.91
March	8,017.74	8,902.63	13,048.18	15,837.90	20,536.51	24,604.77	21,371.61	22,248.25	24,206.01	24,206.01	24,206.01	24,206.01	24,206.01	24,206.01	24,206.01	24,206.01	24,206.01
April	8,802.85	8,533.40	12,559.65	14,513.45	12,327.50	16,532.24	18,354.06	16,974.57	21,626.29	21,626.29	21,626.29	21,626.29	21,626.29	21,626.29	21,626.29	21,626.29	21,626.29
May	7,427.26	8,958.97	12,786.85	15,280.40	23,309.92	18,386.51	18,526.24	19,610.83	21,785.09	21,785.09	21,785.09	21,785.09	21,785.09	21,785.09	21,785.09	21,785.09	21,785.09
June	8,672.68	9,359.82	13,101.68	17,379.01	21,073.57	20,948.57	21,322.07	21,031.35	26,336.81	26,336.81	26,336.81	26,336.81	26,336.81	26,336.81	26,336.81	26,336.81	26,336.81
July	12,568.56	9,975.46	13,200.77	20,840.98	15,680.49	23,389.72	25,013.71	25,026.81	22,654.15	22,654.15	22,654.15	22,654.15	22,654.15	22,654.15	22,654.15	22,654.15	22,654.15
August	9,721.13	9,549.66	10,730.24	17,009.26	21,117.00	17,432.39	17,223.03	17,749.12	32,788.35	32,788.35	32,788.35	32,788.35	32,788.35	32,788.35	32,788.35	32,788.35	32,788.35
September	6,900.02	7,400.70	8,386.97	14,397.17	13,393.86	16,116.04	12,997.60	14,263.86	14,263.86	14,263.86	14,263.86	14,263.86	14,263.86	14,263.86	14,263.86	14,263.86	14,263.86
Total	6,371.27	100,428.26	96,406.17	128,825.48	170,726.13	193,945.54	205,978.62	212,999.73	211,754.69	269,317.22	547,535.15	601,302.68	573,770.96	591,147.09	549,255.30	643,461.54	151,541.68

Ordinance 1997-28 adopted December 8, 1997 increased levy from 3% to 4%.



FY 2011 Budget  
545,000  
% Budget Collected  
12/31/2010  
28%



Proposal to Apply for an  
Alabama State Council on the Arts,  
Arts and Cultural Facilities Grant  
to aide in the expense of hiring an architect  
to design an amphitheater for the City of Daphne

Village Point Foundation  
February 14, 2011

Village Point Foundation Mission	page 2
Quick Summary of Proposal	page 3
Amphitheater Concepts	page 4-5
Design & Construction Estimates	page 6 <del>7</del>
Request for Amphitheater Committee	page 8
Arts & Cultural Facilities Grant Description	page 9

Village Point Foundation is eager to assist our City  
in finding all manner of resources  
to improve and grow our beachfront parks.  
From enlisting volunteers,  
collecting donations,  
identifying and/or applying for grants,  
to collaborating in planning and implementation  
of projects related to the bay front properties,  
as recognized in the City of Daphne Resolution 2000-22.

#### Our Mission

We are dedicated to developing in Daphne educational and park facilities that will give all citizens of our area, access to beauty, the environment, and the history of Mobile Bay. We are committed to protect and preserve the heritage for future generations to enjoy.

Contact: Selena Vaughn 605-6243 [selenacvaughn@att.net](mailto:selenacvaughn@att.net)

## Quick Summary of Proposal

A letter of support is needed to allow Village Point to apply with the Alabama State Council on the Arts for an Arts & Cultural Facility Grant due March 1, 2011. The grant money requested may not exceed \$50,000 and requires a dollar for dollar match.

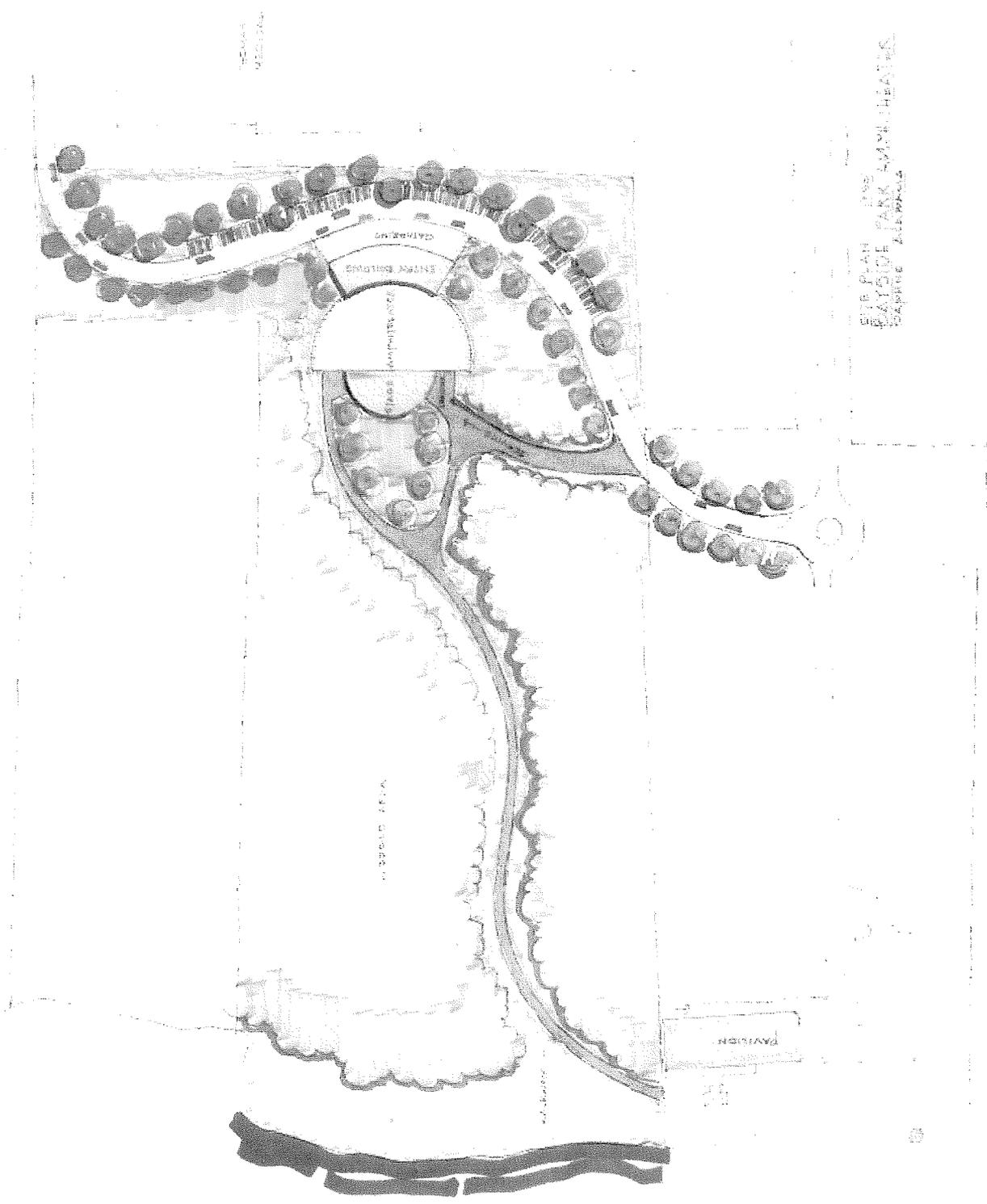
Based on estimates received from two architects willing to run some figures for us after meeting with us and visiting the site, construction costs ranged from 1.7 million to \$4.8\* million (\*the later included boardwalk construction which we could get grants for, and it included seats which we are not inclined toward).

Construction Cost	Architect's Project Fee	50% for Design Phase	=Grant Request	+Match
\$1.7	7% =\$114,590	\$ 57,295	\$30,000	\$30,000
\$2.2	7% =\$154,000	\$ 77,000	\$40,000	\$40,000
\$4.8*	5% =\$240,000	\$120,000	\$60,000	\$60,000

An architect's fees are generally based on total construction cost and include design and project overview through the end of construction. Seven percent is their ideal fee but in this market that has become negotiable. Fifty percent of this fee would be for the design phase—providing a design for which construction estimates could be obtained.

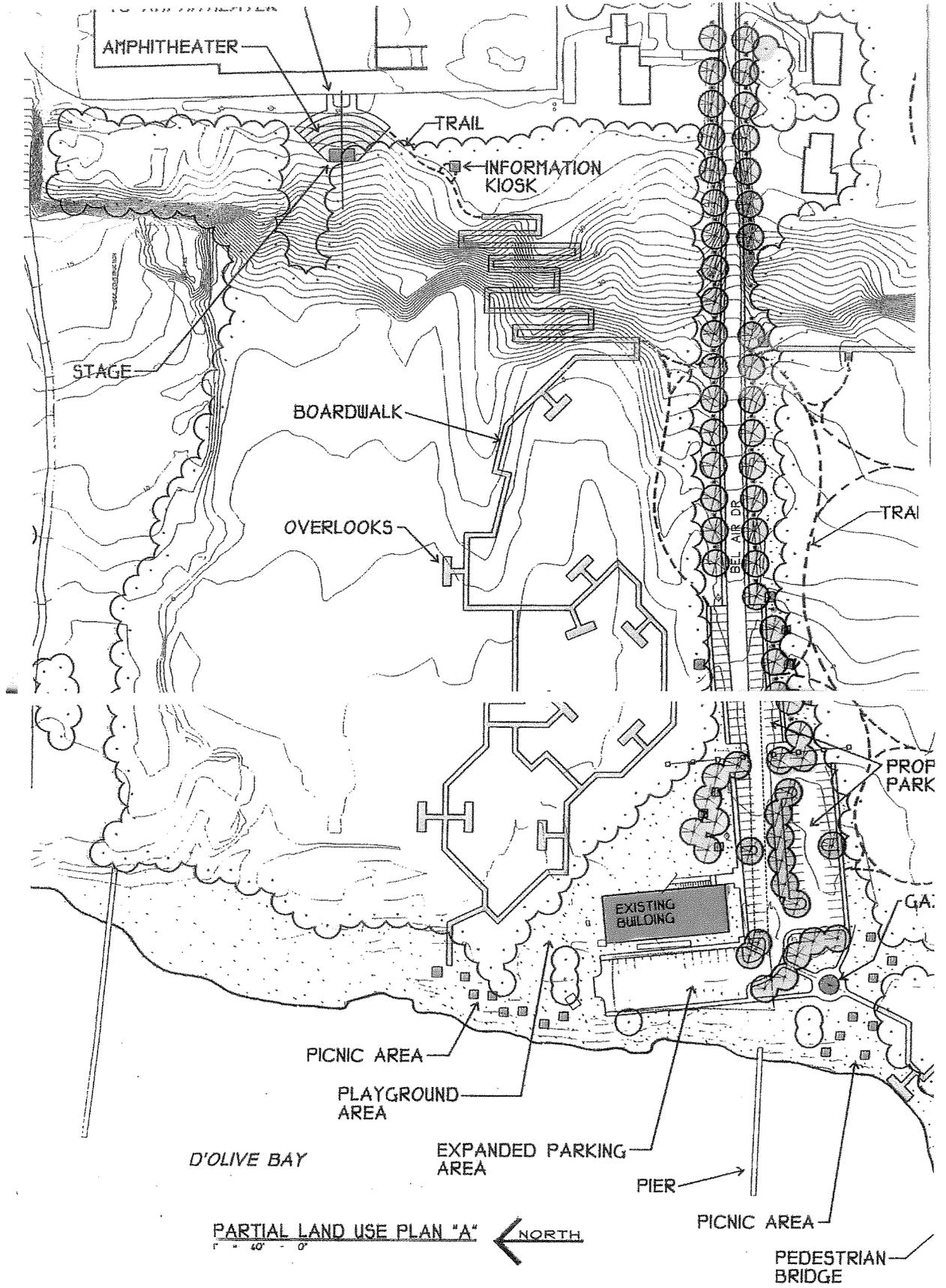
From this research it would seem that applying for the entire \$50,000 could be unnecessary and applying for \$30,000 to \$40,000 might be more realistic.

The grant would not be awarded until October of 2011 putting in our fiscal year 2012. The money from the Council on the Arts would not be paid until the design is completed.



SITE PLAN FOR THE  
 BAYSHORE PARK AMPHITHEATRE  
 GARAGE APPROX.

1/2" = 1'



January 31, 2011

Re: Village Point Amphitheater Project Budget

<u>Owners Expenses</u>	<u>Proj. Cost</u>
Survey	\$5,000
Builders Risk Insurance	\$1,000
Printing / Copying	\$1,500
Fed Ex / Mail	\$500
Advertising	\$1,000
<u>Reimbursable / Misc</u>	<u>\$500</u>
Sub Total	\$9,500
<u>Professional Fees</u>	
Geotechnical & Testing	\$10,000
Architect (@ 7%)	\$114,590
<u>Construction Mat's Testing</u>	<u>\$40,000</u>
Sub Total	\$164,590
<u>Construction</u>	
Base Building,	
Amphitheatre Bldg.	\$600,000
Pavilions / Information / Restroom	\$100,000
Buildings	
Landscaping	
Landscaping / Hardscape / Irrigation	\$100,000
Retaining Walls	\$165,000
Site Work	
Site work	\$105,000
Site Lighting	\$35,000
Sidewalks/Boardwalks	\$75,000
Exterior Signage	\$8,000
Utilities & Infrastructure	\$45,000
Telephone and Data Systems	\$4,000
Security Systems	\$4,000
<u>Final Cleaning</u>	<u>\$1,500</u>
Sub Total	\$1,242,500
<u>Miscellaneous Cost</u>	
Office / Site Furnishings	\$50,000
<u>Audio Visual Equipment</u>	<u>\$225,000</u>
Sub total	\$275,000
<u>Owner's Contingency</u>	
Contingency (@10%)	\$60,000
<u>Project Development Cost</u>	<u>\$1,751,590</u>

alternate plan

> Architectural & Engineering fees  
135,000  
50,000

\$80,000

\* 2,207,275

## Request for Amphitheater Committee

It is incumbent upon us to begin discussions and planning if the City of Daphne truly supports the idea of building an amphitheater. Whether applying for a design grant this year or at a later date, the details must be developed.

The Buildings and Property Committee could be charged with this or a sub-committee could be formed.

Details to be addressed:

- Determine Usage (performances, rentals, fireworks...)
- Management and Maintenance Requirements
- Total Seating
- Future Additions
- Utilities
- Additional Property Acquisitions
- Parking
- Shuttles
- Corporate Donors or Sponsors

An excerpt from the Alabama State Council on the Arts  
Guidelines for Art & Cultural Grants.  
[www.arts.state.al.us](http://www.arts.state.al.us)

# Art & Cultural Facilities

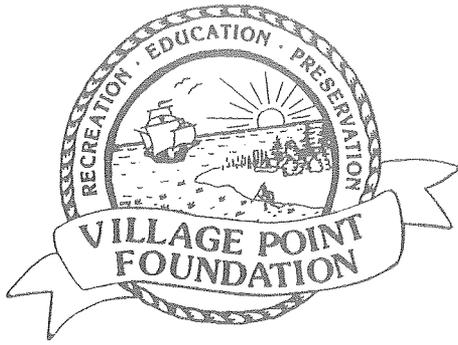
## PROGRAM COMPONENTS

### *Planning*

Requests may be submitted for feasibility studies, use plans, needs assessment and other contracted work related to the intended operations for an arts facility. This phase is generally considered preliminary to and necessary for actual design work and construction. The planning proposed must begin and end within the grant year for which funds are awarded. Requests must include licensed professionals with demonstrated expertise in urban and/or community planning, architecture, landscape design or historic preservation. Community and broad-based constituent involvement in the planning process is encouraged and expected. In this component, grant funds must be matched at least dollar-for-dollar. In-kind services are not allowable as match. It is expected that requests will include the costs of drawings and text defining project objectives and community benefits. Grants in the planning phase will generally not exceed \$20,000.

### *Design*

Requests for design work related to a specific facility or an arts space will be considered for support. Proposed work in this phase must produce a tangible design in the form of blueprints, renderings, schematics or other documents necessary for construction, renovation, installation or adaptive reuse of the facility or space in question. There should be evidence of community support for this phase of work. Qualified and certified architects and design professionals must be involved in, and selected, as part of the application process. A design document will be expected at the end of the grant period (details adequate for construction bids or construction management by certified professionals). Submission of design work will be required before final grant funds are released. Grants in this area will generally not exceed \$50,000. All grants must be matched dollar-for-dollar in cash and in-kind services.



*The Village Point Foundation*

P.O. Box 1374  
Daphne, AL 36526

February 7, 2011

Daphne City Council  
City of Daphne  
PO Box 400  
Daphne, AL 36526

Dear Council Members,

The Village Point Foundation eagerly supports Ashley Campbell and the City of Daphne's application for grant money from Fish and Wildlife to remove exotic invasives from our preserve. We have worked on this issue in the park, but with limited funds available in the past years, we have not been able to get all the way through the interior of the park. This grant money would allow us to do that and to plant native plants in the open areas where many invasive species have taken hold.

The match for the grant money could most definitely come from the lodging tax fund set aside for the bayfront parks and properties. The amount needed for the match is relatively low. If we could use BP funds that would be all the better, but the lodging tax bayfront fund is a perfect source for this money.

Our board is committing to a minimum of forty hours volunteer time to aide in the labor match. We will gladly organize volunteers to help plant the native plants at the end of the project.

Thank you for your consideration of this important opportunity.

Sincerely,

Selena Vaughn, Chair  
selenacvaughn@att.net  
251.605.6243

**Public Safety Committee**

*Wednesday, February 9, 2011*

Councilman Gus Palumbo, Chairman Councilman Derek Boulware Councilman Kelly Reese Fire Chief James White	Police Chief David Carpenter Captain Scott Taylor Captain Daniel Bell Tracy Bishop - Secretary
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**Committee Members Attending:**

Councilman Gus Palumbo, Councilman Derek Boulware, Chief David Carpenter, Captain Danny Bell, Chief James White, Chip Martin, PW Director Richard Johnson and Melvin McCarley.

**CALL TO ORDER**

Councilman Palumbo **convened** the meeting at 4:35 p.m.

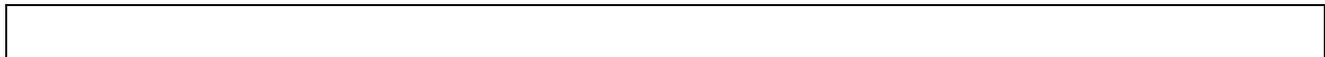
**PUBLIC PARTICIPATION** – Chris Baker was in attendance from 2108 Westchester Drive concerned with the masses of traffic flow in the median section of Highway 98 and Randall Avenue. Chief Carpenter stated that ALDOT or the State would be in charge of that situation since it’s not city property. Public Works Director Richard Johnson advised that the State is attentive to this problem already in conjunction with six other highway projects. The project should clean up the problem at Highway 98 and Randall Avenue but take note; it will not be an immediate fix. He was not sure how quickly it would occur, that they are waiting on ALDOT to issue the permit. Mr. Baker seemed satisfied at this news.

Richard Johnson asked that Melvin be his representative for Public Safety Meetings from this point forward.

Councilman Palumbo also mentioned to Mr. Johnson the problem at Highway 181 and Timbercreek entrance with cars making u-turns trying to avoid mall traffic and it being a danger. He was told that that is not city property but Mr. Johnson stated he would talk to ALDOT to see if they can place a No U-Turn sign at that location.

**APPROVAL OF MINUTES FROM PREVIOUS MEETING**

Minutes from January 2011 – Councilman Palumbo made a motion to adopt the minutes; the motion was seconded by Councilman Boulware. Motion passed.



**FIRE DEPARTMENT**

- A. New Business** – Chief White advised that Meredith, his secretary, had recently had

surgery for fluid around her heart. He handed out a list of upcoming community programs (yellow dot). Chief also handed out a 5 year Capital plan for the fire department. He stated that the life of a fire truck is 5 years and would soon need to replace these. He generated about 1 million dollars this year but needs additional help. Volunteers had spent close to 4 million helping the city. They have paid for all pumpers. The replacement trucks will cost around \$300,000 each. Councilman Boulware suggested to put up the money for the trucks from the lodging tax and when the volunteers can, pay it back to the city less what we might get from the sale of the old trucks. Councilman Boulware asked Chief White to come back with a little more detail from Melvin on the finances.

Chip checked with ADEM about the specifics of spending BP funds. He got no information from all that were contacted.

The local ambulance company is not replacing fire department supplies when our fire department starts a line, oxygen mask, etc and then the med unit arrives and transports the patient to the hospital taking FD supplies. Chief stated he might have to ask the city for additional funds to restock supplies should they run low.

#### **B. Old Business – None**

### **POLICE DEPARTMENT**

- A. New Business** –Chief reviewed the stats. He stated that the \$3000 that was allocated for the Transportation of Dead Bodies was going quickly and we might have to ask for additional funds. Just FYI.

Councilman Palumbo asked if we have issued any tickets for texting and driving? He said he Noticed signage up about it but Chief advised we had not.

Captain Bell advised that the fire department has received a grant to purchase the infrastructure on a new radio system and their radios. The system at the PD is 15 years old and anyone can listen to our traffic. Captain Bell met with Hurricane Electronics, the mayor, and the fire department to find out what our cost would be. They considered that a small portion of BP Funds could go toward buying the equipment the rest of the city to tie into the new radio system. The Sheriff, Hoss Mack, is pushing and the new countywide radio system and when everyone can afford it, they can join. Fairhope and Spanish Fort are onboard. Foley and Bay Minette are already using the new system and really are pleased with it. We will have to change soon: to reband all existing radios is rather expensive. The new system will be digital. Councilman Palumbo asked what portion of the infrastructure money from the fire department can be used. Captain Bell said the fire department is putting up all towers and all of their radios with the grant money. All the police department and public works would have to purchase their own radios and walkie talkies. The public works figure is about \$89,216 for radios and walkie talkies. Chip stated it would take about \$300,000 to bring the police department and public works onboard with this project. Orange Beach went ahead of this project and bought a system that will not work with anyone else's system. All public safety

and city divisions in the county will be able to communicate with each other except the City of Orange Beach. Councilman Palumbo said he fears BP coming back at a future date saying that they want the monies back because it was not spent correctly. He asked Captain Bell and Chip Martin to be in attendance for work session next Monday night to answer questions that might be brought up.

- B. **Old Business** – Chip Martin stated that the EMA Coordinator needed someone to report to. Councilman Palumbo advised that he should report to the mayor. Councilman Palumbo also asked Melvin to place a KEEP RIGHT sign in the island on Pine Court to give a little more directional clarification.

### **OTHER BUSINESS**

### **ADJOURN**

There being no further business to discuss, Mr. Palumbo adjourned the meeting at 5:50 p.m. The next meeting will be Wednesday, March 9, 2011 at 4:30 p.m. at City Hall Council Chambers.

Respectfully submitted,  
Daphne Public Safety Committee



**CITY OF DAPHNE**  
**PO Box 400**  
**DAPHNE, AL 36526**

February, 4 2011 Meeting Minutes

**In attendance: Margie Bellue, Dwayne Coley, Richard Johnson, Marilyn O'Connor**  
 Moore, Dorothy Morrison, Denise Penry, Rebecca Trosclair, Bea Wilson, Selena Vaughn

District 1

Freddie discussed the street sweeper capabilities when asked about how we could clean the intersection of Hwy 98 & 90. Richard said he would check with ALDOT for a resolution.

District 2  
 Carolyn Coleman  
 Dorothy Morrison,  
 Chair  
**Marilyn O'Connor-**  
 Moore  
 Bea Wilson

Dwayne Coley reported that the tree planting at the intersection of Whispering Pines & Main will have to wait until the skating rink improvement plans are done. The grounds clean up at KFC is approved but waiting for a permit. City beds are being mulched. Mardi Gras decorations will be up next week. The traffic circle has lights now & plantings will be marked so DBC can review placement. Planting 4 oaks at Daphne East is on track. (The PTA is paying for half.) American flags are ready to go up. DBC voted to spend \$800 to buy 144 replacement flags needed for back up. DBC requested flags be placed on every other lighted pole along Main Street to make them go further. Jack West is planting 6 live oaks at the Judge Roy Bean triangle. The military flag project will likely be installed for **Veteran's Day at the Civic Center. We will need to research possible contributors.**

District 3

District 4  
 Tomasina Werner,  
 Publicity  
 Selena Vaughn,  
 Secretary

**Treasurer's Report: \$6,277 Balance**

District 5  
 David Dueitt  
 Patty Kearney

January meeting minutes were approved.

District 6  
 Elaine Maxime

Parks & Recreation planning to plant May Day Park in February.

District 7  
 Rebecca Trosclair

Margie working on renewing our Tree City certification & scheduling school planting. Coordination with Daphne High School to bag our Arbor Day trees is in progress. Arbor Day set up is in process. Dorothy confirmed Starbucks (courtesy coffee) & Girl Scouts (selling cookies) will be there. Margie is coordinating with Ickes Trees (bringing mulch) and Riviera Utilities (money for trees & volunteers). Rebecca will double check with Elaine on confirming Daphne Utilities participation (refreshments, water and fertilizer).

City Liaisons  
 Margorie Bellue  
 Richard Johnson  
 Dwayne Coley  
 David McKelroy  
 Denise Penry  
 Pat Albert

Richard commented on the sidewalk request to extend it further north in front of Flowers Etc. There is an easement issue that has to be ironed out first. The Centennial gazebo project is awaiting a purchase order. Rebecca thanked him for the great work and his attendance to the Beautification Award at the Sugar Kettle. The Hwy 98 redo by ALDOT will be happening this year and then the DBC landscaping of the crossovers can proceed.

Public Works To Do List Discussion:

NE corner of Main & Johnson needs shrubs trimmed. Dead vines on lines need clearing on Main near Montrose. South end of Centennial needs hawthorns to continue around the corner. Main Street repaving discussed. Repainting or replacing Bayfront Park sign on Main Street to be discussed with Margaret. Future discussion needed about repainting Welcome to Daphne signs so they will match.

Meeting adjourned.



**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:**

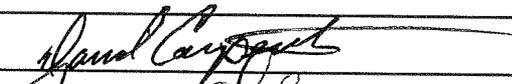
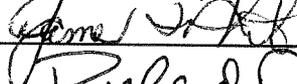
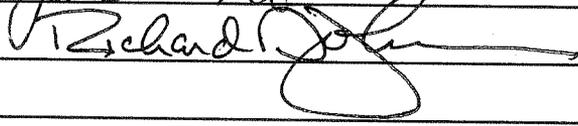
**UTILITY BOARD REPORT:**

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**CITY COUNCIL MEETING  
MAYOR'S REPORT**

**NOTES:**

# CITY OF DAPHNE PARADE PERMIT

<b>ORGANIZATION:</b>	<i>Arthritis Foundation</i>
<b>CONTACT PERSON:</b>	<i>Kellie Meyres / Molly Dugan</i>
<b>ADDRESS:</b>	<i>1011 Hillcrest Road Mobile, AL 36695</i>
<b>PHONE NUMBER (HOME):</b> <b>PHONE NUMBER (BUSINESS):</b> <b>CELL NUMBER:</b>	<i>639-9722 510-4544 ( Kellie)</i>
<b>TYPE OF PARADE:</b>	<i>5K and 1 Mile Run</i>
<b>DATE OF PARADE:</b>	<i>December 3, 2011</i>
<b>ROUTE TO BE TRAVELED:</b>	<i>See attached map</i>
<b>APPROXIMATE # OF PEOPLE &amp; CARS:</b>	<i>800</i>
<b>START TIME:</b>	<i>8:00 A.M.</i>
<b>STOP TIME:</b>	<i>10:00 A.M.</i>
<b>ASSEMBLY AREA/STREET:</b>	<i>City Hall</i>
<b>ASSEMBLY TIME:</b>	<i>5:30 A.M.</i>
<b>SPECIAL INSTRUCTIONS:</b>	
<b>DATE APPLIED:</b>	<i>January 21, 2011</i>
<b>APPROVAL</b>	
<b>POLICE: Chief David Carpenter:</b>	
<b>FIRE: Chief James White</b>	
<b>PUBLIC WORKS: Richard Johnson</b>	
<b>CITY COUNCIL APPROVAL: 2-21-11</b>	
<b>SPECIAL INSTRUCTIONS:</b>	
<b>DATE ROUTED:</b>	<i>January 21, 2011</i>
<b>NOTIFICATION:</b>	

## **ROUTE OF ARTHRITIS FOUNDATION 5K AND 1 MILE RUN**

Start on Main Street at City Hall

To Belrose Avenue turning left

Down Belrose to Old County Rd.

South on Old County Rd.

Turn Right on Dryer Avenue

South to Captain O'Neal Drive

Captain O'Neal Drive to Deer Avenue

East on Deer Avenue to Main Street

Left on Main Street to City Hall

**CITY ATTORNEY'S REPORT**

**NOTES:**

**DEPARTMENT HEAD'S COMMENTS**

**CITY COUNCIL MEETING  
RESOLUTIONS, ORDINANCES, ORDERS & OTHER BUSINESS**

**NOTES:**

RECOMMENDATIONS

**COUNCIL COMMENTS:**

**RESOLUTION 2011- 11  
PREPAID TRAVEL**

**BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA  
HEREBY AUTHORIZES THE FOLLOWING:**

Prepaid travel expenses are approved for the purpose and amount indicated below for the following:

- 1. David L. Cohen, City Clerk CMC, National League of Cities Conference,  
Washington, DC, March 12-16, 2011 - \$175**
- 2. Derek Boulware, Councilman, National League of Cities Conference,  
Washington, DC, March 12-16, 2011 - \$175**

A complete expense summary with receipts will be submitted and approved by the Mayor upon return from the above.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, CITY OF DAPHNE, ALABAMA on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.**

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
**David L. Cohen, City Clerk MMC**

## **RESOLUTION NO. 2011-12**

### **2011-J-LIFTING MECHANISM FOR AUTOMATED GARBAGE TRUCK: CONDOR CHASSIS OR EQUIVALENT**

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

**WHEREAS**, The City of Daphne acknowledges that the cost for the 2011-J-LIFTING MECHANISM FOR AUTOMATED GARBAGE TRUCK: CONDOR CHASSIS OR EQUIVALENT will exceed this amount; and

**WHEREAS**, Staff has reviewed the bids for the 2011-J-LIFTING MECHANISM FOR AUTOMATED GARBAGE TRUCK: CONDOR CHASSIS OR EQUIVALENT and determined that the bid as presented is reasonable; and

**WHEREAS**, Staff recommends the bid for the 2011-J-LIFTING MECHANISM FOR AUTOMATED GARBAGE TRUCK: CONDOR CHASSIS OR EQUIVALENT be awarded to McNeilus Truck & Manufacturing; and

**NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT CITY COUNCIL OF THE CITY OF DAPHNE**, hereby accept the bid of \$20,738.20 from McNeilus Truck & Manufacturing for onsite repairs as specified in BID SPECIFICATION NO: 2011-J-LIFTING MECHANISM FOR AUTOMATED GARBAGE TRUCK: CONDOR CHASSIS OR EQUIVALENT.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk MMC

## RESOLUTION 2011 - 13

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

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

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

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

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

DEPT	TAG/VEH#	DESCRIPTION	VIN # / SERIAL #
Grounds	201	1993 Vermeer / 1250 Chipper	1VRC14130M / 1002681
Parks	50	1999 FORD TR-F SERIES	1FTRX17W2XNB60798
Comm Dev	114	1998 FORD TAURUS	1FAFP52U2WA134794
Street	31	1990 GMC PU TC10703	1GTDC14H7LZ526463

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

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

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA,**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk MMC

**City of Daphne  
RESOLUTION 2011-14**

**Application for US EPA MBNEP Grant Funds to create  
Low Impact Development and Incentives Guidelines**

**WHEREAS**, the City of Daphne, a coastal community, acknowledges that nonpoint source pollution and untreated stormwater runoff created by growth and development has had negative impacts upon several local watersheds, Mobile Bay and the Gulf of Mexico; and,

**WHEREAS**, the City of Daphne finds it appropriate to supplement the “2000-2020 Comprehensive Plan” adopted June 26, 2003, to support the City’s compliance effort with its MS4 permit as regulated by Alabama Department of Environmental Management; and,

**WHEREAS**, Low Impact Development (LID) is a land planning and engineering design approach to manage stormwater runoff that emphasizes conservation and use of on-site natural features to protect water quality; and,

**WHEREAS**, the Planning Commission has endorsed the consideration of Low Impact Development (LID) “Green” practices as an alternative to traditional stormwater management provisions in the existing Land Use & Development Ordinance through the proposed amendment to the Land Use & Development Ordinance, Article 18; and,

**WHEREAS**, the City of Daphne is aware of the availability of funds from the United States Environmental Protection Agency (US EPA), through Mobile Bay National Estuary Program (MBNEP) to assist in the development of stormwater management measures including LID provisions.

**WHEREAS**, grant monies are available in the amount of \$22,500 - \$75,000 requiring a City match: 1:1 Ratio of cash or in-kind services.

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

- that:
1. The City of Daphne shall submit an application due no later than March 11, 2011 for the purpose of creating regulations and incentives to promote Low Impact “Green” Development, AND,
  2. The Mayor is hereby authorized to execute an application and any and all additional documents necessary for the submittal on the application on behalf of the City of Daphne.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
**David L. Cohen, City Clerk**

**Resolution 2011-15**

**U.S. Fish and Wildlife: Invasive Species Control Project: Village Point/Bay Front Park**

**WHEREAS**, the U.S. Fish and Wildlife Coastal Assistance Program has grant funding available for invasive species control for waterfront areas; and

**WHEREAS**, a control plan has been prepared for the benefit of Village Point/Bayfront Park; and

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

- 1) The City of Daphne shall submit an application to U.S. Fish and Wildlife Coastal Assistance Program in the amount of \$60,000 (City Match of \$3,600 in-kind services and \$10,000 Cash from Lodging Tax Fund) for funding for the Invasive Species Control Plan; AND
- 2) The Mayor and is hereby authorized to execute such application and any and all additional documents necessary to carry out the purpose of requesting funding consideration from U.S. Fish and Wildlife on behalf of the City of Daphne.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA**, this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk, MMC

**Resolution 2011-16**  
**Alabama State Council on the Arts: Amphitheater Design**

**WHEREAS**, the Alabama State Council on the Arts has grant funding available for related work for an arts facility; and

**WHEREAS**, an amphitheater could be used for the enjoyment of the citizens of Daphne and other events.

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

- 1) The City of Daphne shall submit an application to the Alabama State Council on the Arts in the amount of \$70,000 - \$80,000 (City Match: 50% Cash up to \$40,000) for architecture fees to prepare a design for an amphitheater at the Bay Front Park; AND
- 2) The Mayor is hereby authorized to execute any and all additional documents necessary to submit such grant application to the Alabama State Council on the Arts on behalf of the City of Daphne.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this \_\_\_\_ day of \_\_\_\_\_, 2011.**

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk

**RESOLUTION 2011-17**

**Fiscal 2011 Road Improvements for Timber Creek Boulevard**

**WHEREAS**, the Fiscal Year 2011 Budget has been considered by the City Council; and

**WHEREAS**, prior to the adoption of the Fiscal Year 2011 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2011 budget; and

**WHEREAS**, the City Council has authorized the letting of bids for certain 2011 road projects; and

**WHEREAS**, engineering services that are required for survey, design, and preparation of specifications for bidding in Timber Creek Boulevard (Hwy 181 to Hwy 31) in the amount of \$30,000 has been expended.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA** that an appropriation of \$ 30,000 from the Capital Reserve Fund for the engineering services required for the preparation and letting of bids for certain 2011 road projects has been approved and expended;

**BE IT FUTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA** that the Finance Department will immediately advertise for bid the TimberCreek road project.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_ , 2011.

\_\_\_\_\_  
**Cathy S. Barnette,**  
**Council President**

\_\_\_\_\_  
**Fred Small,**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen,  
City Clerk MMC

**Resolution 2011-18**  
**Remote Computer Connection for City Business**

**WHEREAS**, recent Attorney General Opinions have addressed technological advances; and

**WHEREAS**, certain departments of the City of Daphne, from time to time, require the off-site use of City computer equipment in order to conduct City business; and

**WHEREAS**, offsite work may be completed on City Computer Equipment for purposes such as follows:

- *Completion of City business by connecting to the City's various computer servers and/or the internet (only Exempt employees are authorized to remotely access designated City computer servers remotely upon Department head approval); and*

**WHEREAS**, the following City departments require such use of City equipment and/or server connectivity for the purposes as herein setforth below:

- *Police: Patrol / Detective/ and other police investigative operations as approved by the Police Chief.*
- *Legislative: remote connection to the Legislative computer Server for preparation of Council Packet as approved by the Mayor.*
- *Human Resources: payroll or payroll related processes in case of emergency situations as approved by the Human Resource Director.*
- *Finance: Review of financial information and preparation of reports; monitoring of servers as approved by the Finance Director.*
- *Building Maintenance Supervisor: Maintenance and/or monitoring of various systems, such as HVAC as approved by the Mayor.*
- *Civic Center Director: Monitoring of various systems, such as HVAC for Civic Center and Bayfront as approved by the Mayor.*
- *Library: Monitoring of security camera settings; performing maintenance of computer system; completion of reports as approved by the Library Director and Mayor.*
- *All other requests from Department heads made and approved by the Mayor*

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Daphne, Alabama, that the above uses of City computer equipment are hereby authorized to include remote connections to the City of Daphne's servers. Furthermore, the Mayor is hereby authorized, as he deems necessary, to approve additional connection requests to insure the continuation of City operations without interruption.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
**David L. Cohen, City Clerk MMC**

**Resolution 2011-19**

**Emergency Response Equipment Purchase Authorization:  
Mississippi Canyon 252 Incident (Deepwater Horizon -BP Oil Spill) Grant**

**WHEREAS**, the City of Daphne did heretofore receive funds for preventative measures in response to the Deepwater Horizon BP Oil Spill incident; and

**WHEREAS**, the approved funding request stipulated the use of the funds was to be for contracted services, response equipment, and supplies; and

**WHEREAS**, the approved funding request stipulated the use of the funds was to be for contracted services, response equipment, and supplies; and

**WHEREAS**, the Equipment/Supplies/Services listed below meet the grant requirements:

<b>Bid Process</b>	Tracked Skid Steer Loader	\$ 40,000.00
<b>National Hurricane Conf</b>	(4) Employees @ \$1700	\$ 6,800.00
<b>Proposal Process</b>	Comprehensive EM Plan ( <i>Professional Service</i> )	\$ 60,000.00
<b>Quote Process</b>	Open Utility Trailer	\$ 2,000.00
<b>Vehicle Set- ups</b>	Lights, radios, tags, titles, etc	\$ 2,000.00
	<b>TOTAL</b>	<b><u>\$110,800.00</u></b>

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Daphne, Alabama, that the purchase of items listed above are hereby authorized.

\_\_\_\_\_  
Cathy S. Barnette, Council President

\_\_\_\_\_  
Fred Small, Mayor

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk, MMC

City of Daphne  
Itemized Grant List

Description	Cost
<b>Comprehensive Emergency Management Plan</b>	<b>\$60,000</b>

This plan is needed to deal with real or potential emergency or crisis situations in the city. The plan will provide general all-hazards management guidance, using existing organizations to allow the City to meet its responsibilities before, during and after an emergency.

The purpose of this plan is to provide a well understood system that will allow City employees to work together as a team to address an emergency situation. This plan will insure that there is maximum safety, minimal property loss, and will assist in the recovery from critical incidences. Pre-planning is essential for successful recovery to occur. Recovery planning cannot be done in the midst of a disaster.

<b>Tracked Skid Steer Loader</b>	<b>\$40,000</b>
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See attached memo from Richard Johnson, P. E. for justification.

<b>Open Utility Trailer</b>	<b>\$2,000</b>
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The Daphne Fire Department needs a open utility trailer to transport the recently acquired Kubota. We currently do not have a trailer wide enough for it. We currently have to drive it to needed locations and this causes unnecessary wear on the equipment and time responding.

<b>National Hurricane Conference (4 employees @ \$1,700)</b>	<b>\$6,800</b>
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The conference serves as a national forum for federal, state and local officials to exchange ideas and recommend new policies to improve Emergency Management. The conference is a week long.

To accomplish these goals, the annual conference emphasizes:

- \* Lessons Learned from Hurricane Strikes.
- \* State of the art programs worthy of emulation.
- \* New ideas being tested or considered.
- \* Information about new or ongoing assistance programs and what is coming down the FEMA pipeline.
- \* The ABC's of hurricane preparedness, response, recovery and mitigation -- in recognition of the fact that there is a continual turnover of emergency management leadership and staff.

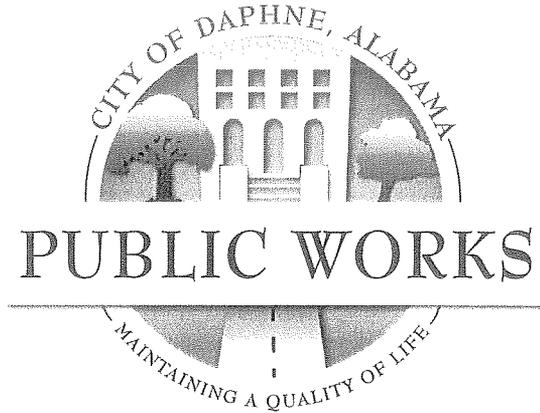
<b>TOTAL</b>	<b>\$108,800</b>
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Fred Small  
Mayor

David Cohen  
City Clerk

Kimberly Briley  
Finance Director/Treasurer

Richard Johnson, P. E.  
Director of Public Works



Bailey Yelding, Jr.  
District 1

Cathy Barnette  
District 2

John L. Lake  
District 3

Kelly Reese  
District 4

Ronald Scott  
District 5

Derek Boulware  
District 6

August Palumbo  
District 7

To: Chip Martin, Fire Marshal/ EM Coordinator

From: Richard Johnson, P. E., Public Works Director

Date: February 15, 2011

Re: Emergency Management Planning

The end of Hurricane Season is the time to reflect on our options and determine new situations and plans. The Mississippi Canyon 252 Incident (BP Oil Spill) has added a need for additional contingencies. Although the well has been capped off, the oil that was released has the possibility of washing ashore for many years. This possibility increases if a hurricane pushes storm surge into the bay.

Public Works has been looking at our equipment and supplies to determine what can be used, what we need and how we will operate. We believe the use of our self-dumping hoppers (recycling dept.) will be of great value. We can drop these off at various locations on the shoreline to assist in cleanup efforts. We currently have 15 hoppers and would be able to temporarily scale back recycling to release 8 hoppers for the cleanup. In determining drop off spots, we have found many remote areas that will need the use of equipment with a light footprint. For example: due to the cliff/steep stairs at the Belrose access we will need a skid steer with a track.

The skid steer will also be used to unload pallets of response materials, supplies and equipment. It will be able to go onto the beach and move the heavy debris bags. It will be able to fit onto the walking trail at Village Point and at other areas with limited space. Many of the beaches in Daphne have small or limited access points and we will need to acquire the means to respond to these areas.

Our biggest response need is a tracked skid steer loader. This compact tracked loader will be able to successfully support response operations in the tight areas of our City's coastlines. We recommend the acquisition of a loader to prepare for the next season.

**ORDINANCE NO. 2010-73**

**Ordinance to Rezone Property Located Southeast of  
Van Buren Street and North Main Street  
TDG Lake Forest, LLC  
(2.92 Acres and 3.39 Acres)**

**WHEREAS**, the owners of certain real property within the City of Daphne, Alabama, have requested that said property be rezoned from B-1, Local Business District and R-3, High Density Single Family Residential, to R-4, High Density Multi-Family Residential District, to said property is located, southeast of Van Buren Street and North Main Street being more particularly described as follows:

**B-1 - Legal Description:**

COMMENCING AT A POINT WHERE THE SOUTH RIGHT OF WAY LINE OF VAN BUREN STREET IS INTERSECTED BY THE WEST RIGHT OF WAY LINE OF 5TH STREET (NOT OPEN), AND RUN THENCE SOUTH 89 DEGREES 43 MINUTES 04 SECONDS WEST, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 43 MINUTES 04 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 239.86 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 25 SECONDS EAST, A DISTANCE OF 314.94 FEET; THENCE RUN SOUTH 00 DEGREES 02 MINUTES 39 SECONDS WEST, A DISTANCE OF 37.63 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 37 SECONDS EAST, A DISTANCE OF 659.11 FEET; THENCE RUN NORTH 00 DEGREES 10 MINUTES 35 SECONDS WEST, A DISTANCE OF 37.40 FEET; THENCE RUN SOUTH 89 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 239.38 FEET; THENCE RUN NORTH 00 DEGREES 20 MINUTES 30 SECONDS WEST, A DISTANCE OF 150.22 FEET; THENCE RUN SOUTH 89 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 179.40 FEET; THENCE RUN NORTH 00 DEGREES 15 MINUTES 40 SECONDS WEST, A DISTANCE OF 165.35 FEET TO THE POINT OF BEGINNING. CONTAINING 2.92 ACRES, MORE OR LESS.  
LEGAL DESCRIPTION:

**R-3 - Legal Description: 3.39 Acres**

COMMENCE AT A POINT WHERE THE EAST RIGHT OF WAY LINE OF BALDWIN COUNTY HIGHWAY NO. 11 (FORMERLY OLD HIGHWAY 98) IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF JACKSON STREET; SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 95.08 FEET; THENCE RUN NORTH 00 DEGREES 02 MINUTES 39 SECONDS EAST, A DISTANCE OF 37.63 FEET; THENCE RUN NORTH 89 DEGREES 45 MINUTES 37 SECONDS EAST, A DISTANCE OF 659.11 FEET; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 35 SECONDS EAST, A DISTANCE OF 37.40 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 45 SECONDS EAST, A DISTANCE OF 159.23 FEET; THENCE RUN SOUTH 89 DEGREES 54 MINUTES 26 SECONDS WEST, A DISTANCE OF 339.23 FEET; THENCE RUN SOUTH 75 DEGREES 23 MINUTES 06 SECONDS WEST, A DISTANCE OF 124.53 FEET; THENCE RUN NORTH 66 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 71.16 FEET; THENCE RUN SOUTH 89 DEGREES 56 MINUTES 31 SECONDS WEST, A DISTANCE OF 229.81 FEET; THENCE RUN NORTH 00 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 160.17 FEET TO THE POINT OF BEGINNING. CONTAINING 3.39 ACRES, MORE OR LESS.

**WHEREAS**, the Planning Commission of the City of Daphne on October 28, 2010 has considered said request and set forth an unfavorable recommendation to the City Council of the City of Daphne that said property be rezoned; and,

WHEREAS, after proper publication, a public hearing was held by the City Council on Monday, December 20, 2010 concerning the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that said property described above is hereby rezoned from B-1, Local Business District and R-3, High Density Single Family Residential, to an R-4, High Density Multi-Family Residential District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Cathy S. Barnette,  
Council President

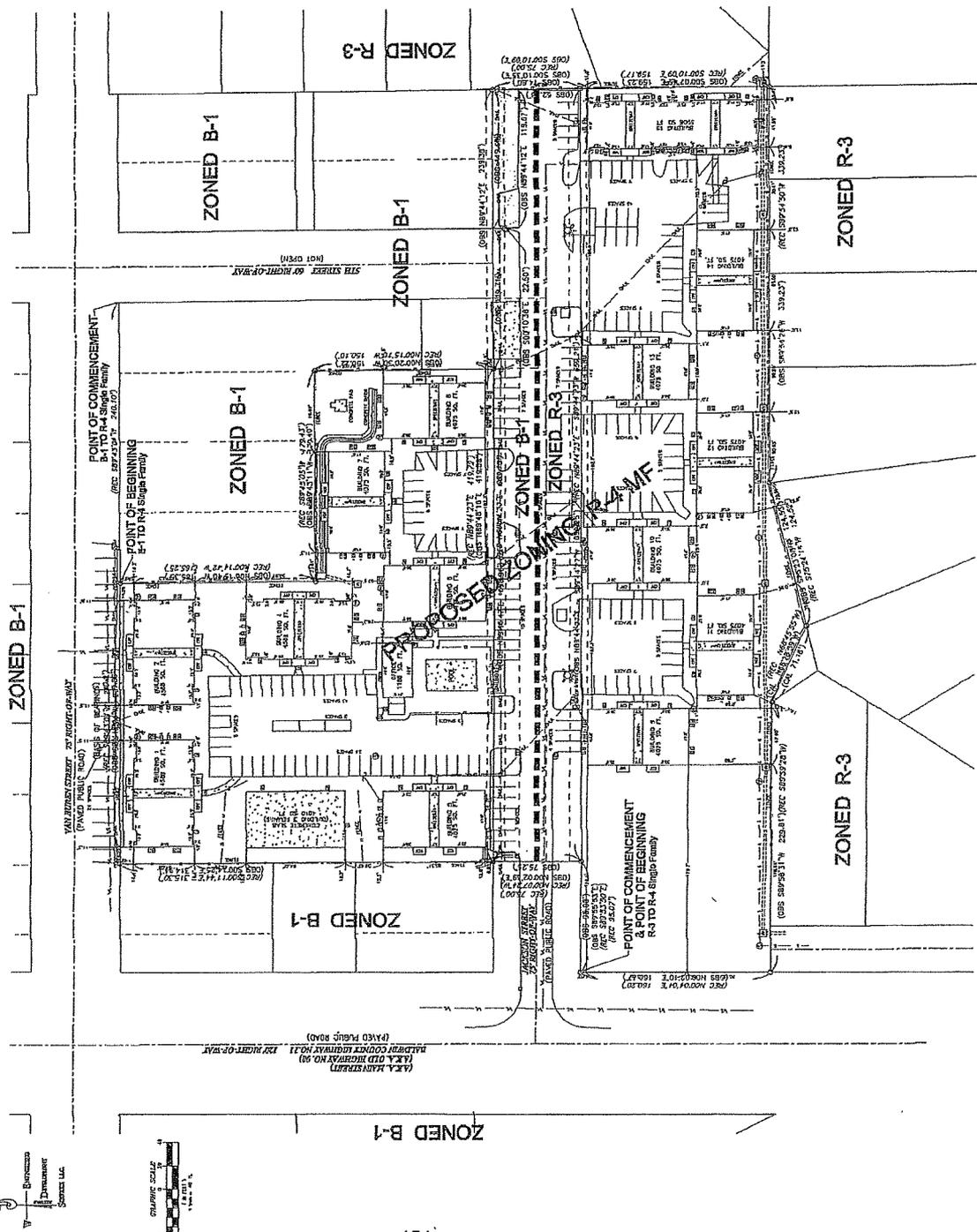
\_\_\_\_\_  
Fred Small,  
Mayor

ATTEST:

\_\_\_\_\_  
David L. Cohen  
City Clerk, MMC

PROJECT IS LOCATED ON THE 2016 GROWTH ZONING MAP, PARCELS 1, 2 AND 7, SHEET 7, 6547, MADISON COUNTY, ALABAMA

TDG LAKE FOREST, LLC  
REZONING REQUEST  
**EXHIBIT "B"**



LOCAL DESCRIPTION  
 COMMERCIAL B-1 (C-1) ZONING DISTRICT IS A ZONING DISTRICT FOR COMMERCIAL USES. THE DISTRICT IS INTENDED TO PROVIDE FOR A MIXED USE OF COMMERCIAL AND RESIDENTIAL DEVELOPMENT. THE DISTRICT IS INTENDED TO PROVIDE FOR A MIXED USE OF COMMERCIAL AND RESIDENTIAL DEVELOPMENT. THE DISTRICT IS INTENDED TO PROVIDE FOR A MIXED USE OF COMMERCIAL AND RESIDENTIAL DEVELOPMENT.

TOTAL AREA 8.24 ACRES  
 PROPOSED ZONING R-4 Multi-Family  
 TOTAL UNITS 128  
 DENSITY 20.2 / Acre  
 PARKING-REQD 237 Spaces  
 IMPERVIOUS AREA 3,885 /ac (61%)

LOCAL DESCRIPTION  
 R-4 TO R-4 (MULTI-FAMILY)  
 LOCAL DESCRIPTION  
 R-4 TO R-4 (MULTI-FAMILY)  
 LOCAL DESCRIPTION  
 R-4 TO R-4 (MULTI-FAMILY)

**eds**

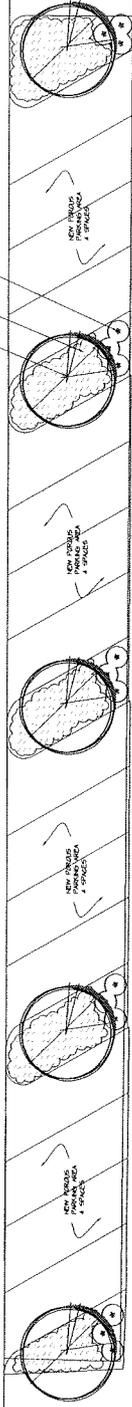
REZONING SKETCH  
 TDG LAKE FOREST, LLC  
 completed development sketches by  
 1918 Mobile Avenue, Suite 100  
 (334) 486-7768 • Fax: (334) 486-8338



VAN BUREN STREET 75' RIGHT-OF-WAY

5 LARGE WATTLE WIGWAG - 11' TIGHT  
 400' TRAILING LANTANA - 1' DIA. @ 1' SP.  
 (80' TIGHT 10' DIA. @ 1' SP.)  
 15 BULMER SHAW PALMETTO - 7' DIA.  
 (2' DIA. @ 1' SP.)

3 SPACES  
 (NOT INCLUDE)

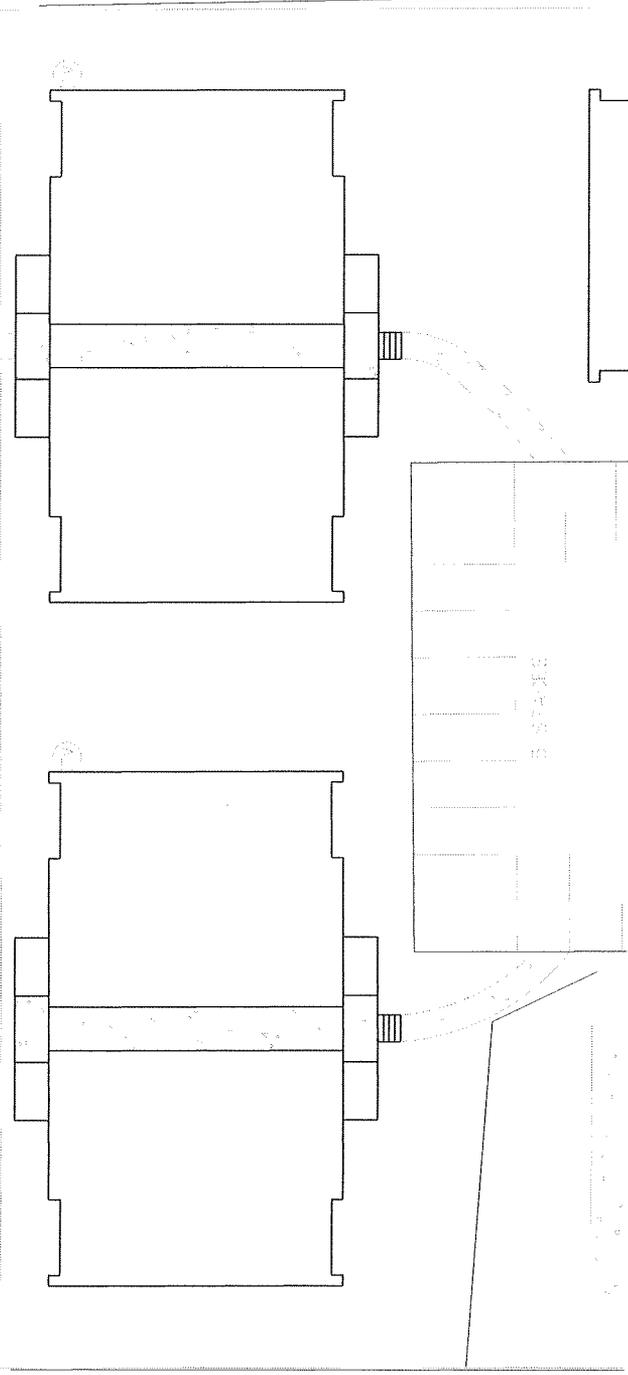


POINT OF  
 (PARCEL A

BRUNFELT, JEAN D.  
 28091 LAKEVIEW DRIVE  
 DANFORTH, AL 35816



LOT 1-



Lake Forest Apartments

Landscape Planting Concept  
 02-14-2011

February 16, 2011

Ms. Cathy Barnette  
City Council President  
City of Daphne  
P.O. Box 400  
Daphne, AL 36526

**Re: Lake Forest Apartment Rezoning Request**

Ms. Barnette,

I am writing to express my support for the proposed rezoning of Lake Forest Apartments. I own the adjacent property.

The new owners of Lake Forest Apartments have been excellent neighbors. As I'm sure you are aware, the property was in terrible condition with the previous owners. In addition, the property was nearly half empty and had a crime problem. Since purchasing the property in September, the new owners have made a substantial investment in upgrading the property's physical condition, including exterior and interior renovation, new landscaping, upgraded amenities and other improvements. But, most importantly, they have successfully tackled the occupancy and crime problems.

These efforts have had a significant positive impact, not just at Lake Forest Apartments, but for the entire neighborhood.

I fully support the efforts of Lake Forest Apartments, including the requested rezoning.

Please feel free to call me should you have any questions at 251-621-1934.

Thank you for your consideration.

Sincerely,

Robert Askelson

**CITY OF DAPHNE  
ORDINANCE NO. 2011-08**

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**AN ORDINANCE TO REPEAL ORDINANCE NOS. 2004-20 &  
2010-49 AND ESTABLISHING RULES, REGULATIONS,  
RATES AND A LEASE AGREEMENT FOR THE RENTAL OF  
THE DAPHNE CIVIC CENTER**

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**WHEREAS**, the City Council of the City of Daphne desires that all citizens of the City of Daphne and guests thereof be able to peaceably use and enjoy the Daphne Civic Center; and,

**WHEREAS**, the City Council of the City of Daphne desires to promote the health and safety of the citizens of the City of Daphne by providing rental schedules, rules, regulations and a lease agreement for the rental of the Daphne Civic Center; and,

**WHEREAS**, the mission statement of the City of Daphne, Daphne Civic Center, as established by the Mayor and City Council is as follows:

"The Daphne Civic Center will strive to promote a high quality of life, to enhance the spiritual, social, and moral well being of each citizen and visitor, to promote community awareness and serve as a vehicle for total community enjoyment"; and,

**WHEREAS**, changes in policy have mandated the repealing of the preceding Ordinance establishing rules, regulations, rates, and a lease agreement for the rental of the Daphne Civic Center,

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

**SECTION I. DEFINITIONS**

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

1. Lessor: The City of Daphne and Daphne Civic Center.
2. Lessee: Signer of City of Daphne Civic Center Lease Agreement.

3. Facility: Daphne Civic Center.
4. Event: The purpose for which facility is leased.

**SECTION II: RULES AND REGULATIONS-GENERAL**

A. The Director is authorized to execute on behalf of the City of Daphne, the City of Daphne Civic Center lease agreement as approved by the City Council. The following rules apply.

1. Governmental functions will take precedence over all other functions. All other reservations are on a first come first serve basis.
2. The Lease agreement must be executed by persons 21 years of age or older and the lessee must be in attendance at the event.
3. Dates will not be considered "booked" prior to the completion of a City of Daphne, Daphne Civic Center Lease Agreement and payment of applicable fees.
4. In case the facility, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the lease by the Lessor impossible, then and thereupon the lease shall terminate, and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate specified on the Lease Agreement and the said Lessee waives any claim for damages or compensation should the lease be so terminated.
5. City personnel will inspect the facility after each event. If damage is found, lessee will be notified of charges to be deducted from damage deposit or of additional charges beyond damage deposit.
6. Garbage cans, trash bags, rest room supplies, and outside trash receptacles will be supplied for Lessee use with the exception of Mardi Gras groups, or other large groups as determined by the Director. Additional garbage fees may apply.
7. City functions must portray the City of Daphne in the best light for the good and benefit of the citizens of Daphne.

8. Additional services and/or equipment (other than those specified at the time of lease) which may be requested and utilized will be additionally charged based on Daphne Civic Center prevailing rates.

9. Security, firefighters and other personnel will be charged at the prevailing rates per hour. Lessee is responsible for making necessary arrangements.

10. Arrangements must be confirmed at least fourteen (14) days in advance of an event so as to schedule the personnel, equipment and services required.

11. The Lessor requires that only trained city personnel use and handle Civic Center equipment during events and set-ups.

12. The Lessee is charged with the responsibility of paying all applicable City, County, and State sales tax on admissions and sales at the Civic Center as well as applicable license fees.

13. All fees shall be paid 14 (fourteen) days prior to the event. Exceptions may be made for State, County, and those approved by the Director.

14. Lessee agrees to pay for all fees in lawful money of the United States of America, cashiers check, personal checks, or company checks at the Sales Office of the Daphne Civic Center. Lessee further agrees to pay said Lessor on demand any sum which may be due to said Lessor for additional services and/or accommodation for material furnished or provided to said Lessee.

15. The Lessee will comply with all laws of the United States, and of the State of Alabama, all ordinances of the City of Daphne, Alabama and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Daphne, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done, anything on said premises during the term of the lease in violation of any such laws, ordinances, rules or requirements, and if Lessor calls any such violation to the attention of the Lessee, or any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation. Lessee will provide Lessor with a copy of all applicable permits and licenses 14 days in advance of start of event.

16. No performance, exhibition or entertainment shall be given or held on said demised premises, which shall be objected to by the Lessor.

17. The City of Daphne, Daphne Civic Center, employees, or agents shall not be responsible for any misrepresentation of or failure to perform by any promoter, agent, group, or act that is not booked by the City of Daphne or Daphne Civic Center.

18. LESSEE, IN CONSIDERATION OF THE EXECUTION BY LESSOR OF THE LEASE AGREEMENT REPRESENTS AND GUARANTEES TO LESSOR THAT PERFORMERS BY THEIR SPEECH, SONG, MUSIC, CONDUCT, OR MANNER WILL NOT VIOLATE OR INCITE OTHERS TO VIOLATE ANY STATUTE, LAW, ORDINANCE, RULE, REGULATION OR ORDER OF ANY FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.

a) If performers speak, sing, play, perform or otherwise act in any manner which shall cause Lessor or any person, organization, or authority whose duty it is to enforce any such statute, law, ordinance, rule, regulation, or order to maintain public safety on the premises, think that performers have violated or incited others to violate any such statute, law, ordinance, rule, regulation, or order, the Lessor shall have the absolute right in its sole discretion to terminate the performance in progress and, regardless of whether the performance is terminated, to delay and withhold payment and settlement of all accounts and funds related to money collected or received by Lessor under this agreement until completion of an investigation relating to any incident thought to be such a violation. Lessee agrees to hold Lessor harmless from any and all damages suffered or sustained by reason of the termination of any performance and will defend any suit instituted against Lessor arising out of such termination at Lessee's expense, all in addition to the remedies otherwise given Lessor herein.

b) If upon completion of the investigation Lessor concludes that performers have violated and/or incited others to violate any such statute, law, ordinance, rule, regulation or order, then Lessee shall be deemed to have committed material breach of the Lease Agreement, for which breach Lessee shall be liable to the Lessor. The Lessee and the Lessor hereto acknowledge and agree that it will be impossible to measure actual damages to premises as the result of a breach of this agreement arising out of a violation or incitement of others to violate any statute, law, ordinance, rule, regulation or order as aforesaid, and therefore, the parties have agreed to the sum of \$5,000.00 as liquidated damages and not as a penalty, which amount Lessee hereby authorizes Lessor to deduct from any accounts or funds held or received by Lessor prior to any payment to Lessee if monies are due or Lessee agrees to pay Lessor the agreed sum of \$5,000.00 as stated above or pay the actual damage amount which will be determined after inspection and or repair of damage.

19. The Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Fire Marshal in this respect shall be final. The Daphne Civic Center Director and their agents shall maintain an updated occupancy table with limits pursuant to City of Daphne Fire Marshal's regulations which is to be treated as part of this Ordinance.

20. In rendering said space to the Lessee; the Lessor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of the same. The City of Daphne and the Daphne Civic Center, their agents, and their employees may enter said building and all the demised premises, at any time and on any occasion in performance of their duties and responsibilities.

21. The Lessee agrees to pay reasonable attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after said rental or service charge is past due.

22. The Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

23. The Lessee shall not assign the lease, nor suffer any use of said premises, other than specified, nor subject the same premises or any part thereof, without the written consent of the Lessor.

24. The Lessee waives all right under the Constitution and laws of the State of Alabama or any other state to claim personal property exempt as against any liability, debt or obligation arising under the contract.

25. Lessee shall make all necessary arrangements with the union business agents of all trades involved in their presentation of their event.

26. The Civic Center and the keys thereto shall be at all times under the charge and control of the Civic Center Personnel. All exceptions must be approved by the Director.

27. That Lessee shall agree that if any default is made in the payment of the rent or any part thereof or if any default is made in the covenant or agreement the letting and the relation of landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respect as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Lessee shall notwithstanding such reenter and must pay the full amount of said lease for the facility, services, and any usage fees as herein agreed to be paid.

28. The Lessor shall not be responsible for any damage or injury that may happen to the lessee, or the Lessee's agent, employees, property, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.

29. That in the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodations and sole benefit of the Lessee, and that as to such receipts, and funds the Lessor shall be responsible only for gross neglect or bad faith.

30. Any matters not expressly provided for shall be in the discretion of the City of Daphne Mayor, City Council and/or Civic Center Director.

31. That all terms and conditions of the written lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually

signed by the duly authorized agent or agents who executed the lease. See attached Lease Agreement and information sheet which is incorporated by reference as if fully set forth herein.

32. The signed Lease Agreement will hold the City of Daphne and the Civic Center harmless and indemnify them against any claims or liability for compensation under the Alabama Workmen's Compensation law or similar laws arising out of injuries sustained by any employees of Lessee or of any contractor or subcontractor under Lessee.

33. Renters shall adhere to all signs posted at location.

34. The Mayor and/or his designee are authorized to promulgate and post rules and regulations at the facility which provide for proper operation and protect the health, safety, and welfare of persons attending events at the facility.

35. Lessee, Lessee's agent, employees, guests, or anyone entering the building that are under the supervision of the Lessee may not move or remove any City owned decorations or property in the facility. Doing so will be in violation of said ordinance and may incur additional damage fees.

36. Lessor reserves the right to refuse to lease to any person, group or organization known to willfully violate any provisions of this ordinance.

### **SECTION III: ADVERTISING**

A. All advertising will be straight forward, accurate, true and when admission is charged, must state the total admission prices. Advertising of any event or the appearance of any performer, selling of tickets, acquiring sponsorships, selling of tradeshow booths or the like is prohibited until all contracts between all parties involved have been properly executed and exhibited to the Director.

B. All advertising with reference to the Daphne Civic Center and use of the City of Daphne Civic Center logo(s) by city departments or otherwise must be approved by the Director of the Daphne Civic Center prior to usage.

### **SECTION IV: COPYRIGHT**

Lessee/Artist/Promoter warrants at the signing of the Lease Agreement that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the City of Daphne and the Daphne Civic Center harmless from any and all claims, losses or expenses incurred with regard thereto.

### **SECTION V: CONCESSION**

The Lessor relinquishes all food and beverage concession rights to the Lessee. All City, County, and State taxes and fees apply.

## SECTION VI: DECORATIONS

A. The Lessor requires that all decorations, signs, and posters must be coordinated with Civic Center personnel prior to placing or erecting in the Civic Center building or on facility grounds.

B. All decorations must be free standing. No nails, tacks, brackets, glue or self-adhesive tape or any other similar items will be allowed on or in the walls, ceilings, floors or any material that will deface, mar, or damage a finish. ANY SUCH DAMAGE MAY RESULT IN AN EXTRA CHARGE FOR DAMAGES AND WILL BE THE RESPONSIBILITY OF THE LESSEE. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels) or the like will be thrown or used for decoration inside or outside the facility. All candles must be self-contained. If any of these items are found on the floor, additional clean-up/damage fees will be imposed on Lessee.

C. Combustible decorative materials such as, but not limited to, cotton batting, paper, foam plastics, cloth, vegetation, moss straw, hay, vines, split bamboo, leaves and similar material shall not be used in the facility unless materials are flame resistant or have been treated with a fire retardant coating. The classification of fire retardant coatings shall apply only when the coating is applied at the rates of coverage and to the type or kind of surfaces indicated on the test report when the coating is applied in accordance with the manufacturer's directions supplied with the container. These coatings shall be applied in accordance with the manufacturer's direction. The applications shall be certified by the applicator as being in conformance with the manufacturer's direction for application. A flame test will be done on the material before being approved by the Fire Official. **WARNING!!!!** You are advised to contact the Daphne Fire Marshal for approval of decorations at least fourteen (14) days prior to your event. Decorations not meeting the Fire Marshal's approval will not be allowed in the facility. Lessee must present in writing to Lessor the approval from the Fire Marshal which will be kept on file.

## **SECTION VII: FLOOR PLANS**

The Lessee shall file with the Sales Assistant or Event Assistant at least fourteen (14) days prior to the occurrence of the event for which this agreement is issued, a full and detailed outline of all facilities required, stage, sound, and electrical requirements, table and chair set-up, and such other information as may be required by the Director for planning, staging and preparation for such event. The number of attendees is to be included on the Daphne Civic Center Lease Agreement.

## **SECTION VIII: INSURANCE**

A. By the acceptance of the lease agreement the Lessee covenants to indemnify, save and keep free and harmless the City of Daphne, its officers and employees, from and against any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the City, its officers or employees, or any of them, may sustain or incur, or that may be imposed upon them, or any damages to property arising out of, connected with or attributable to the use and occupancy of the facility by Lessee. Lessee agrees to pay for any damage to the facility and for any damage to or loss of any City property resulting from the occupancy of said facility by Lessee or resulting from the conduct or actions of Lessee, its agents or employees, or any person, or person's participation in or attending the event during Lessee's occupancy.

B. Simultaneously with the acceptance of this lease and as a condition precedent to the effectiveness hereof, Lessee shall procure and maintain, in full force, and effect during Lessee's occupancy of the facility, and during the term of this permit, a policy of public liability and property damage insurance from a reliable insurance company authorized to transact business in the State of Alabama. The insurance company must have a minimum rating of A- in the current issue of the A. M. Best Manual. The Lessee, the City, and its officers and employees shall be named co-insured in said policy and the policy shall cover the insured's against whom claim is or may be, in the same manner as if separate policies had been issued to each. Said policy shall contain not less than the following limits of liability:

\$1,000,000.00 combined single limit per occurrence. (Bodily injury and property damage)

C. If the proposed use or occupancy by Lessee is such as to present a high degree of exposure to bodily injury or property damage, the Director may, in his/her discretion require higher limits of bodily injury and/or damage insurance.

D. The policy shall provide that the same shall not be cancelled prior to the termination of this lease until the Director shall have received a ten-day written notice of such proposed cancellation. Said policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the declarations, and if the City, its officers and employees have other insurance against a loss covered by said policy, that such other insurance shall be excess insurance only.

E. Lessee shall, coincidentally with the acceptance of this lease, deliver said policy of insurance, or certified photo static copy thereof, to the Director. Said policy shall be approved by the Director as to sufficiency.

F. The signed Lease Agreement shall hold the City of Daphne and the Daphne Civic Center harmless and indemnify them against any claims or liability arising or resulting from any injury to any visitor, spectator or participant in any activity in any part or portion of the Civic Center, regardless of entrance gained to said Civic Center whether by paid admissions, by pass issued by Lessee or Lessor or by any unlawful admission gained without knowledge of Lessor or Lessee. To indemnify Lessor as herein provided, Lessee shall carry public liability insurance with the coverage and the amount thereof to be specified and approved by the Director of the Civic Center with Lessee to furnish Lessor with a certificate of insurance or other satisfactory evidence of compliance with this requirement prior to commencement of Lessee's event. This insurance requirement may be waived depending on circumstances.

G. Upon approval of said policy, the same shall be filed with the Director or designee. After said policy has been so approved the Lessee shall file with the City a certificate of insurance issued by an insurance carrier certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the permit are covered thereby. In lieu of the presentation of the original policy, or of a certified photo static copy thereof, the Lessee may file a certificate of insurance to which is attached an endorsement in a form approved by the City Attorney. The endorsement shall provide that liability assumed by Lessee under this permit is covered by the policy, that the City, its officers, and employees, are named insured under said policy, and that in event of anyone of the insured's incurring liability to any other of the insured's, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies have been issued to each, and that said insurance is primary insurance as set forth hereinabove. The endorsement shall also provide that the policy shall not be cancelled prior to the termination of the permit or until the Director shall have received a ten-day notice~ in writing of such proposed cancellation and that such endorsement controls over all other provisions of the policy, or endorsements thereto, which are inconsistent therewith. Lessee shall be responsible for all insurance deductibles.

H. Liquor Liability Insurance must be obtained in an amount not less than \$1,000,000 and the City of Daphne, Daphne Civic Center must be listed as additional insured on the policy. Proof of this policy must be presented to the sales office not less than fourteen (14) days prior of the event.

I. Proof of all policies applicable must be presented to the Daphne Civic Center Sales Assistant not less than 14 days prior to event.

## **SECTION IX: INVENTORY**

Facility inventory will not be loaned or permitted to be removed from the premises. These items include but are not limited to chairs, tables, podiums, audiovisual equipment, kitchen equipment, plants, decorations, or displays. The City of Daphne shall impose a fine of three hundred dollars (\$300.00) for each violation in addition to a charge for damage.

## **SECTION X: DEFACING OF PROPERTY**

A. The Lessee will not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the<sup>165</sup> said premises shall be in any manner injured,

marred or defaced, and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building, and will not make, or allow to be made, any alterations of any kind therein. Glue hooks or tacky putty will not be permitted (contact Civic Center Sales Assistant for suggestions).

B. No decorations shall be placed in or on the building, nor shall any devices or signs be supported by any means on wall or woodwork without the consent of the Sales Agent. Sets, scenery, exhibit material, et cetera, shall be of flameproof material and conform to the Fire Prevention code of the City of Daphne.

C. If said premises, or any portion of said building, during the term of the lease, shall be damaged by the act, default or negligence of the Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee, or unlawful admission gained, LESSEE WILL PAY TO THE LESSOR UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID PREMISES TO THEIR ORIGINAL CONDITION. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of the said Lessee, or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient Police and Fire Personnel to maintain order and protect persons and property. Daphne Police and Fire Personnel will be provided at the expense of the Lessee. In addition, the City of Daphne's fine of three hundred dollars (\$300.00) for Damage/Defacing City Property will be imposed.

#### **SECTION XI: TICKET OUTLET SALES/BOX OFFICE**

A. All ticketed events will be handled through the Daphne Civic Center Sales office unless otherwise stated by the Director. The basic Box Office charge will be 5% of all Gross Ticket Sales. Civic Center Box Office sales and services are the exclusive right of the City of Daphne Civic Center.

B. The Civic Center Ticket Office hours shall be 8:00 a.m. - 5:00 p.m., Monday through Friday.

C. All tickets must be sold at advertised prices and any deviation must be approved in writing by the Director.

D. All Moneys' collected for advance ticket sales must be paid in cash and are not be subject to 'draw' by the promoter until such time show time occurs, all specifications of the Civic Center Lease Agreement have been met and all funds have been collected which exceed Civic Center expenses therefore.

E. Final show settlement payment will not be made until the final act has been on the stage at least 20 minutes and all box office transactions have been completed as well as all contractual agreements.

F. All tickets purchased must be paid for in cash. The Director shall notify the Lessee if other payment plans are permissible.

G. Back stage passes will only be accepted for admission of entertainers, stage crews and

business associates, and must be dated with the day and date of performance. These passes will be honored at the back stage door only and will not be admitted through regular ticket gates.

H. Civic Center management will deal only with the individual who negotiated the contract or their duly authorized representative's with regards to box office transactions, show settlement, and facility usage.

I. In the event of show cancellation, the Civic Center Director reserves the right to determine the ticket refund procedures. Refunds will be made at the outlet location of purchase only.

J. Any deviation or changes to the stated regulations must be approved by the Civic Center Director.

## **SECTION XII: POSTING BILLS**

A. The Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front of, or on any part of said building except upon the regular billboards provided by the Lessor therefore and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit to be given in the demised premises. Amounts and contents of Lessee's display advertising materials at the Civic Center shall be at the discretion of the Director.

B. The Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said Lessor, or its representatives.

## **SECTION XIII: PASSAGEWAYS**

A. The Lessee will permit no chair or movable seat to be or remain in the passageways, and will keep said passageways clear at all times.

B. No portion of the sidewalks, entries, passage, vestibules, halls, stairways, or access to public utilities or said building shall be obstructed by the Lessee, or used for any purpose other than for ingress to and from the demised premises. The doors, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, passages, also house-lighting attachments, shall not be covered or obstructed by the Lessee. The water closets or other water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers or other substance shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the Lessee.

## **SECTION XIV: REMOVAL OF PROPERTY**

A. All personal property, including rental items, brought into the Civic Center for any event must be dismantled and removed immediately following the event unless pre-approved by the Civic Center Director. Any personal property not removed shall become the property of the City of Daphne. The City of Daphne will hold all lost<sup>167</sup> and found items for seven (7) days following

the event. Thereafter, the City reserves the right to dispose of all unclaimed items. City of Daphne, Daphne Civic Center employees will be held harmless for any property approved by the Director to be left in the building or on Civic Center property. Approval must be made at least ten (10) working days prior to start of event. No exceptions will be made.

B. Civic Center employees, workers, volunteers, or any representative of the Civic Center cannot assist in the load-in, event set-up and/or load-out of any personal event or handle any personal property.

C. The Lessor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee, or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such article.

D. The Lessor reserves the right to remove from the building all effects remaining in building after time specified at the expense of the Lessee or to charge the daily rental as shown on the current Civic Center rate sheet for the area in which the effects have been left or stored.

**SECTION XV: BUILDING DEPARTURE**

Lessee shall agree that the music would be stopped, all bars must be closed and the building must be cleared at the ending time stated on the contract. If the Lessee goes over stated time on contract the Lessee will be charged with additional rental that must be paid at the time that the function goes over the ending time as is stated on the contract.

**SECTION XVI: WAIVED FEES**

All requests for waived fees must be sent in writing and addressed to the Civic Center Director. The Director will forward all requests to the Mayor, who shall have the final decision.

**SECTION XVII: RENTAL FEES**

A. Daphne Civic Center Minimum Rental Fees and hourly rates shall start as listed below:

Entire Facility:	\$1,250.00+\$375.00 cleaning fee
Exhibit Hall	
w/ Stage:	\$565.00 + \$250.00 cleaning fee
(Exhibit Hall	
w/ Stage 2 Dressing Rooms):	\$690.00 + \$250.00 cleaning fee
The Wisteria Reception Hall	
& North Gallery:	\$345.00 + \$250.00 cleaning fee
North Gallery:	\$65.00 + \$65.00 cleaning fee
South Gallery:	\$65.00 + \$65.00 cleaning fee
The Willow:	\$190.00 + \$65.00 cleaning fee
Kitchen:	\$220.00 + \$100.00 cleaning fee
Greenroom:	\$250.00 + \$65.00 cleaning fee
Greenroom/Dressing Room 2:	\$300.00 + \$125.00 cleaning fee

Greenroom/Dressing Room 2 & Stage:	\$375.00 + \$250.00 cleaning fee
Greenroom/Dressing Room 1, 2 & Stage:	\$425.00 + \$250.00 cleaning fee
Parking Lot	\$25.00 per displayed vehicle

B. In addition to the base rental fees the following hourly rates shall apply: \$20.00 per hour for each hour of usage with a minimum of 4 hours required and \$50.00 per hour of usage for all holidays. The Director shall maintain an updated list of rental items which is to be treated as part of this Ordinance's fee schedule.

C. Lease rates for the Daphne Civic Center are based on the prevailing rates as set forth in this Ordinance. In addition to the base rental fees, depending on each events setup and needs to have a successful event, an additional labor fee may be required. This fee is at the discretion of the Civic Center Director and will be presented to lessee prior to the execution of Civic Center contract.

D. The City shall apply rental proceeds to the operating requirements of the facility.

E. Lessee shall not split rental hours.

F. Lessee shall pay a \$300.00 refundable damage deposit. The damage deposit will be refunded after the facility is inspected by Civic Center personnel and no damage is found. Any additional damage charges over \$300.00 will be charged to the lessee.

G. If children are present during event, they must be supervised at all times and for safety/security reasons, should remain with parents or guardians. Children will not be allowed in any non-rental or off-limit areas. Any damaged or broken items caused from lack of supervision will be the Lessee's responsibility.

H. Any event having 500+ attendees will be required to pay an additional cleaning fee of \$300.00.

### **SECTION XVIII: CANCELLATIONS**

Cancellations must be in writing, dated and signed by the Lessee. Reimbursements for cancelled events will be refunded as follows: 75% refund for cancellations received at least 9 months prior to the day of start of event; 50% refund for cancellations received at least 6 months prior to the day of start of event; no refunds will be made for cancellations received under 6 months prior to the day of start of event. Any exceptions to this rule must be approved by the Buildings and Property committee. \*\*Should Daphne Civic Center be able to book another event of equal or greater economic value, then 100% refund will be issued. Refunds will be issued by check.

### **SECTION XIX: CLEANING FEES**

Cleaning fees are mandatory and are based on the prevailing rates as prescribed in this

ordinance. Any event having 500+ attendees will be required to pay an additional cleaning fee of \$300.00.

**SECTION XX: SECURITY (FIRE/POLICE)**

A. The City of Daphne Police Department and Fire Department reserve the right to determine the appropriate amount of security and fire protection needed for any and all events held at the Daphne Civic Center. The Lessee shall provide security and/or fire protection if it is determined necessary for any event. If security and/or fire protection is required, it must be obtained through the City of Daphne Police Department and the City of Daphne Fire Department no later than fourteen (14) days prior to an event. If the Lessee fails to provide the required security or fire protection, a fine of \$300.00 shall be imposed and the relation of the landlord and tenant at the option of Lessor shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired. The Lessor may re-enter the said premises and hold the same as of its former estate, remove all persons therefrom, and resort to any legal proceedings to obtain such possession.

B. The Lessor reserves the right through its Director or his/her representatives to eject any objectionable person or persons from said building, and upon the exercise of this authority through its Director, agents or policemen, the Lessee hereby waives any rights and all claims for damages against the Management.

C. The Lessee shall not, without written consent of the Lessor, put up or operate any engine or motor machinery on the demised premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than natural gas or electricity for illuminating the demised premises.

D. Should an event require security, then Lessee shall comply with Ala. Code § 6-5-338 (1975) by the purchasing of general liability insurance in the amount of \$100,000.00 per off-duty officer.

**SECTION XXI: ALCOHOL/BEVERAGE**

A. Consumption of alcohol will be allowed inside the facility only during the time of function. No Alcohol/beverages shall be allowed on the dance floor at any time. Consumption of alcohol is not allowed in the parking lot or on the grounds of the facility. The City of Daphne is not liable for accidents, deaths, or injuries that may occur as a result of the consumption of alcohol.

B. The Lessee shall be fined three hundred dollars (\$300.00) by the City of Daphne for violation by Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee per occurrence.

C. No Alcohol shall be "SOLD" on the grounds or inside of the Daphne Civic Center without proper permits or license.

D. Distribution of alcohol is to be made in one of the following forms:

- a. Alcohol and/or all mixers may be brought by attendees and checked at the door where a bartender (hired by Lessee) will distribute alcohol for the duration of the event. Said bartender must be 21 years of age or older and

must possess any and all then applicable licensing pursuant to local, state, and federal law.

- b. An event may contract with a licensed caterer for said event to set up cash bar or distribute alcohol. A licensed caterer is one that has purchased the requisite host liquor liability insurance, a City of Daphne business license, and attained all requisite alcohol licensing.

E. Should an event have alcohol, host liquor liability insurance in a minimum amount of \$1,000,000.00 must be purchased. All insurance certificates and proof of requisite licensing must be on file at least 14 days prior to the event.

F. Alcohol shall not be served or sold to anyone under 21 years of age.

G. Appropriate police action will be taken against any person deemed to be intoxicated and posing a danger to himself or others.

H. A list of bartenders and/or caterers possessing additional voluntary certifications(s), provided through alcoholic beverage distributors for the serving of alcoholic beverages, may be provided by the Civic Center upon request.

#### **SECTION XXII: SMOKING**

ALL CITY OF DAPHNE BUILDINGS ARE SMOKE FREE 20 FEET FROM ANY AND ALL ENTRANCES. There will be no smoking in the Daphne Civic Center. A fine of three hundred dollars (\$300.00) shall be imposed per occurrence by the City of Daphne. A three hundred dollar (\$300.00) cleaning fine shall be imposed on the Lessee if smoking has occurred in the Daphne Civic Center.

#### **SECTION XXIII: PETS**

No pets allowed inside the facility other than those for the express use by disabled persons, or by permission of the Civic Center Director.

#### **SECTION XXIV: BUILDING ACCESS**

The City will provide reasonable access according to the Americans with Disabilities Act.

#### **SECTION XXV: THEFT**

The City of Daphne is not responsible for theft of property on the grounds of the Daphne Civic Center, in automobiles, in the facility or any other structure on the property.

#### **SECTION XXVI: HEAVY METAL/RAP/ALTERNATIVE CONCERTS**

A. The City of Daphne has set forth the following guidelines to establish rules and regulations for Heavy Metal, Rap, and Alternative concerts in effort to provide a safe and enjoyable concert experience for attendees.

B. The Daphne City Council must approve all heavy metal, rap, and alternative concerts prior to the concert booking. The Buildings and Property Committee will determine if a concert is Alternative. The following are necessary:

- 1 . Names of all artists to appear must be provided to the Civic Center Director.
2. Date of the event and ticket information must be provided to the Civic Center Director.
3. A letter stating that approved security and fire arrangements have been made for the concert from the Daphne Police Department and Daphne Fire Department must be presented to the Civic Center Director. All special effects must be approved by the Fire Marshal and a letter stating this information must be provided to the Director.
4. A letter of approval must be obtained from the Civic Center Director and presented to the Buildings and Property Committee along with the above listed documentation. The Buildings and Property Committee will make recommendation to the full City Council. The Civic Center Director shall provide the Council's approval or disapproval to the proposed Lessee.
5. A security bond or deposit may be required for potential damages. If required, the bond or deposit must be presented to the Director no later than thirty (30) days prior to the event.
6. A five hundred-dollar cleaning fee may be required.
7. The promoter must obtain a public liability and property damage policy in an amount not less than \$3,000,000. The policy must be written by an insurance company licensed to do business in the State of Alabama and having a minimum rating of A- in the current issue of the A. M. Best Manual. The policy must name the City of Daphne and the Daphne Civic Center as additional insured. This certificate must be presented to the Director at least thirty (30) days prior to the scheduled concert.
8. If required by the State of Alabama, a promoter must obtain Liquor Liability Insurance in an amount not less than \$1,000,000 and must list the City of Daphne, Daphne Civic Center as additional insured on the policy. Proof of this policy must be presented to the sales office not less than one week prior of the event.
9. House lights are not allowed to go dark. A minimum of 20% of house lights must be on at all times.
10. An addendum may be required to the contract if any of the performing acts have a history of performing songs or making statements that are considered by the Daphne City Council to incite or provoke violence by the audience.
11. Other rules and regulations as deemed necessary by the Director, Buildings and Property Committee, or Daphne City Council may apply.

## **SECTION XXVII: SOUND EQUIPMENT**

A. The Lessor shall not be responsible for any damage or injury that may occur from the result of sound, lighting, or electrical equipment being utilized by the Lessee, Lessee's agent, employees, or, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.

B. Any damage to the City of Daphne, Civic Center sound, lighting, or electrical equipment shall be at the expense of the Lessee when Lessee utilizes said equipment or services. Civic Center personnel, The City of Daphne Police Department, or any authorized city employee can request that the Lessee or their agents desist from utilizing city property at any time.

C. The Civic Center must be notified of all sound and lighting requirements at least fourteen (14) days prior to the event.

## **SECTION XXVIII: FEE WAIVERS**

A. The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. All bookings are on a first come first serve basis.

### **1. DAPHNE CIVIC CENTER REDUCED RATE PROGRAM MONDAY, TUESDAY & WEDNESDAY**

(a) This program will apply to all with the following exceptions. This program excludes paid concerts, all for profit events, Mardi Gras balls/meetings and fund raising events. These events will pay full fare.

All rental items remain the same. The reduced rate will consist of half rate for the base rental fee. The cleaning fee will remain the same. The booking includes four (4) hours of usage and must be between the hours of 7:00 a.m. - 5:00 p.m. Any usage over four (4) hours and any hours used after 5:00 p.m. will be charged an additional \$20.00 per hour. If requested, the City of Daphne, Daphne Civic Center shall be listed as a Sponsor of the event. Any Monday, Tuesday, or Wednesday that is a holiday or city holiday will be charged all regular holiday rates.

All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves: the right to deny any group or organization usage of these provisions.

### **2. DAPHNE CIVIC CENTER REDUCED RATE PROGRAM (CIVIC GROUPS AND NOT FOR PROFITS - 501-C3 MONDAY, TUESDAY & WEDNESDAY)**

(b) This program will apply to all civic groups that are not for profit and have a 501-C3 status. Proof of this status is required. This program excludes paid concerts, all for profit events, and fund raising events. These events will pay full fare ~ All rental items remain the same. The reduced rate will consist of a waived base fee, full rate on cleaning fees, and a \$20.00 per hour charge. Any Monday, Tuesday, or Wednesday booking that is a

holiday or city holiday will be charged all regular holiday rates. If requested, the City of Daphne, Daphne Civic Center shall be listed as a Sponsor of the event. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group or organization usage of these provisions. All groups utilizing this reduced rate program must use the facility between 8:00 am to 10:00 p.m. All groups that have not left the facility by 10:00 p.m. will be charged all regular rates.

3. CITY OF DAPHNE DEPARTMENTS FOR CONDUCTING CITY BUSINESS.

- (a) The City of Daphne encourages all City Departments to utilize the Daphne Civic Center for your entire department booking needs. For tracking purposes all City departments must estimate their projected bookings for the Civic Center and budget all fees, rental items, cleaning fees, and per hour charges needed at regular rates for their facility functions. The department may submit in writing to the Director a request to wave base rental fees only. The decision will be based on the criteria for event, time of day and year and day of week. The approval of this request will be at the discretion of the Director and/or Mayor. Invoices will be routed from the Civic Center to the Finance Department for journal entry after each event. The Finance Department will notify the Civic Center sales office when the journal entry is complete and make report to the Buildings and Property Committee at the monthly meeting.

4. CITY EMPLOYEES FOR PERSONAL BUSINESS

- (a) Current City of Daphne employees will be entitled to a 20% discount off of base rental rates only for events that the employee is hosting. This discount is not applicable for family or friends, only the employee him/herself. All rules, guidelines and all other fees of this ordinance apply. The employee must make a request in writing which should include type of event, day and time. The approval of this request will be at the discretion of the Director and/or Mayor. Should for any reason the employee violate the guidelines mentioned above, said employee will not be entitled to this benefit in the future and will be responsible for full base rental rate which will be deducted from damage fee or billed with additional damage fee.

**SECTION XXIX: BOOKING POLICY - ALL OTHER GROUPS**

If an organization or group desires to book the same date continually, year after year, such organizations must submit a letter to the Director making such request listing the exact dates and years that the organization is requesting and all facility needs. All base fees must be paid in advance for the first two consecutive years. At the end of the second year a new request must be made in writing and delivered to the sales department of the Civic Center no later than 7 days after the second year event for the following two years, along with the fees for the next two years. Future bookings will also be secured using the same guidelines. All bookings are on a first come first serve basis.

**SECTION XXX: PENALTY**

A. Any person found guilty of violating any provision of this Ordinance shall be punished by a fine of not less than fifty dollars (\$50.00) no more than five hundred dollars (\$500.00), or by imprisonment for a period not exceeding six (6) months, or both, at the discretion of the Municipal Judge.

B. This Ordinance shall also be subject to enforcement by the issuance of a summons and complaint.

**SECTION XXXI: REPEALER**

Ordinance Nos. 2004-20 and 2010-49 are hereby repealed in their entirety. All other City Ordinances or parts thereof in conflict with the provision of this Ordinance, in so far as they conflict, are hereby repealed.

**SECTION XXXII: 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 XXXII: EFFECTIVE DATE**

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

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this the \_\_\_\_ day of \_\_\_\_\_ 2011.**

\_\_\_\_\_  
**Cathy S. Barnette,  
Council President**

\_\_\_\_\_  
**Fred Small,  
Mayor**

**ATTEST:**

\_\_\_\_\_  
**David Cohen, City Clerk, MMC**

**CITY OF DAPHNE  
ORDINANCE NO. 2011-09**

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**AN ORDINANCE TO REPEAL ORDINANCE NOS. 2004-21 &  
2010-50 AND ESTABLISHING RULES, REGULATIONS,  
RATES AND A LEASE AGREEMENT FOR THE RENTAL OF  
THE BAYFRONT PARK PAVILION**

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**WHEREAS**, the City Council of the City of Daphne desires that all citizens of the City of Daphne and guests thereof be able to peaceably use and enjoy the Bayfront Park Pavilion; and,

**WHEREAS**, the City Council of the City of Daphne desires to promote the health and safety of the citizens of the City of Daphne by providing rental schedules, rules, regulations and a lease agreement for the rental of the Bayfront Park Pavilion, and,

**WHEREAS**, changes in policy have mandated the repealing of the preceding Ordinance establishing rules, regulations, rates, and a lease agreement for the rental of the Bayfront Park Pavilion,

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

**SECTION I:           DEFINITIONS**

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

1.     Lessor:           The City of Daphne and Bayfront Park Pavilion.
2.     Lessee:           Signer of City of Bayfront Park Pavilion Lease Agreement.
3.     Facility:         Bayfront Park Pavilion.
4.     Event:            The purpose for which facility is leased.

**SECTION II: RULES AND REGULATIONS-GENERAL**

A. The Director is authorized to execute on behalf of the City of Daphne, the Bayfront Park Pavilion lease agreement as approved by the City Council. The following rules apply.

1. Governmental functions will take precedence over all other functions. All other reservations are on a first come first serve basis.
2. The Lease agreement must be executed by persons 21 years of age or older and the executor of said lessee agreement must be in attendance at the event.
3. Dates will not be considered "booked" prior to the completion of a City of Daphne Bayfront Park Pavilion Lease Agreement and payment of applicable fees.
4. In case the facility, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the lease by the Lessor impossible, then and thereupon the lease shall terminate, and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate specified on the Lease Agreement and the said Lessee waives any claim for damages or compensation should the lease be so terminated.
5. City personnel will inspect the facility after each event. If damage is found, lessee will be notified of charges to be deducted from damage deposit or of additional charges beyond damage deposit.
6. Garbage cans, trash bags, rest room supplies, and outside trash receptacles will be supplied for Lessee use with the exception of Mardi Gras groups, or other large groups as determined by the Director. Additional charges may apply.
7. City functions must portray the City of Daphne in the best light for the good and benefit of the citizens of Daphne.
8. Additional services, personnel and/or equipment (other than those specified at the time of lease) which may be requested and utilized will be additionally charged based on Bayfront Park Pavilion prevailing rates.

9. Security, firefighters and other personnel will be charged at the prevailing rates per hour. Lessee must make necessary arrangements.
10. Arrangements must be confirmed at least fourteen (14) days in advance of an event so as to schedule the personnel, equipment and services required.
11. The Lessor requires that only trained city personnel use and handle facility equipment during events and set-ups.
12. The Lessee is charged with the responsibility of paying all applicable City, County, and State sales tax on admissions and sales at the Bayfront Pavilion as well as applicable license fees.
13. All fees shall be paid 14 (fourteen) days prior to the event. Exceptions may be made for State, County, and those approved by the Director.
14. The Lessor will bill any final charges that cannot be determined prior to, during, or after the event by Bayfront Park personnel. These fees must be paid no later than 7 days after the event date. All accounts that are not paid within the 7 days will be turned in for collection.
15. Lessee agrees to pay for all fees in lawful money of the United States of America, cashier's check, personal checks, or company checks at the Sales Office of the Bayfront Park Pavilion. Lessee further agrees to pay said Lessor on demand any sum which may be due to said Lessor for additional services and/or accommodation for material furnished or provided to said Lessee.
16. The Lessee will comply with all laws of the United States, and of the State of Alabama, all ordinances of the City of Daphne, Alabama and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Daphne, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done, anything on said

premises during the term of the lease in violation of any such laws, ordinances, rules or requirements, and if Lessor calls any such violation to the attention of the Lessee, or any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation. Lessee will provide Lessor with a copy of all necessary permits and licenses fourteen (14) days in advance from start of event.

17. No performance, exhibition or entertainment shall be given or held on said demised premises, which shall be objected to by the Lessor.

18. The City of Daphne, Bayfront Park Pavilion, employees, or agents shall not be responsible for any misrepresentation of or failure to perform by any promoter, agent, group, or act that is not booked by the City of Daphne or Bayfront Park Pavilion.

19. LESSEE, IN CONSIDERATION OF THE EXECUTION BY LESSOR OF THE LEASE AGREEMENT REPRESENTS AND GUARANTEES TO LESSOR THAT PERFORMERS BY THEIR SPEECH, SONG, MUSIC, CONDUCT, OR MANNER WILL NOT VIOLATE OR INCITE OTHERS TO VIOLATE ANY STATUTE, LAW, ORDINANCE, RULE, REGULATION OR ORDER OF ANY FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.

a) If performers speak, sing, play, perform or otherwise act in any manner which shall cause Lessor or any person, organization, or authority whose duty it is to enforce any such statute, law, ordinance, rule, regulation, or order to maintain public safety on the premises, think that performers have violated or incited others to violate any such statute, law, ordinance, rule, regulation, or order, the Lessor shall have the absolute right in its sole discretion to terminate the performance in progress and, regardless of whether the performance is terminated, to delay and withhold payment and settlement of all accounts and funds related to money collected or received by Lessor under this agreement until completion of an investigation relating to any incident thought to be such a violation. Lessee agrees to hold Lessor harmless from any and all damages suffered or sustained by reason of the termination of any performance and will defend any suit instituted against Lessor arising out of such termination at Lessee's expense, all in addition to the remedies otherwise given Lessor herein.

b) If upon completion of the investigation Lessor concludes that performers have violated and/or incited others to violate any such statute, law, ordinance, rule, regulation or order, then Lessee shall be deemed to have committed material breach of the Lease Agreement, for which breach Lessee shall be liable to the Lessor. The Lessee and the Lessor hereto acknowledge and agree that it will be impossible to measure actual damages to premises as the result of a breach of this agreement arising out of a violation or incitement of others to violate any statute, law, ordinance, rule, regulation or order as aforesaid, and therefore, the parties have agreed to the sum of \$5,000.00 as liquidated damages and not as a penalty, which amount Lessee hereby authorizes Lessor to deduct from any accounts or funds held or received by Lessor prior to any payment to Lessee if monies are due or Lessee agrees to pay Lessor the agreed sum of \$5,000.00 as stated above or pay the actual damage amount which will be determined after inspection and or repair of damage.

20. The Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Fire Marshal in this respect shall be final. The Bayfront Pavilion Director and their agents shall maintain an updated occupancy table with limits pursuant to City of Daphne Fire Marshal's regulations which is to be treated as part of this Ordinance.

21. In rendering said space to the Lessee; the Lessor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of the same. The City of Daphne and the Bayfront Park Pavilion, their agents, and their employees may enter said building and all the demised premises, at any time and on any occasion in performance of their duties and responsibilities.

22. The Lessee agrees to pay reasonable attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after said rental or service charge is past due.

23. The Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

24. The Lessee shall not assign the lease, nor suffer any use of said premises, other than specified, nor subject the same premises or any part thereof, without the written consent of the Lessor.

25. The Lessee waives all right under the Constitution and laws of the State of Alabama or any other state to claim personal property exempt as against any liability, debt or obligation arising under the contract.

26. Lessee shall make all necessary arrangements with the union business agents of all trades involved in their presentation of their event.

27. The Bayfront Park Pavilion and the keys thereto shall be at all times under the charge and control of the Bayfront Park Pavilion personnel. All exceptions must be approved by the Director.

28. That Lessee shall agree that if any default is made in the payment of the rent or any part thereof or if any default is made in the covenant or agreement the letting and the relation of

landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respect as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons there from and resort to any legal proceedings to obtain such possession and the said Lessee shall notwithstanding such re-enter and must pay the full amount of said lease for the facility, services, and any usage fees as herein agreed to be paid.

29. The Lessor shall not be responsible for any damage or injury that may happen to the lessee, or the Lessee's agent, employees, property, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.

30. That in the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodations and sole benefit of the Lessee, and that as to such receipts, and funds the Lessor shall be responsible only for gross neglect or bad faith.

31. Any matters not expressly provided for shall be in the discretion of the City of Daphne Mayor, City Council and/or Bayfront Director.

32. That all terms and conditions of the written lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed the lease. See attached Lease Agreement and information sheet which is incorporated by reference as if fully set forth herein.

33. The signed Lease Agreement will hold the City of Daphne and the Bayfront Park Pavilion harmless and indemnify them against any claims or liability for compensation under the Alabama Workmen's Compensation law or similar laws arising out of injuries sustained by any employees of Lessee or of any contractor or subcontractor under Lessee.

34. Renters shall adhere to all signs posted at location.

35. The Mayor and/or his designee are authorized to promulgate and post rules and regulations at the facility which provide for proper operation and protect the health, safety, and welfare of persons attending events at the facility.

36. Lessee, Lessee's agent, employees, guests, or anyone entering the building that are under the supervision of the Lessee may not move or remove any City owned decorations or property in the facility. Doing so will be in violation of said ordinance and may incur additional damage fees.

37. Lessor reserves the right to refuse to lease to any person, group or organization known to willfully violate any provisions of this ordinance.

### **SECTION III:           ADVERTISING**

A. All advertising will be straightforward, accurate, and true and when admission is charged, must state the total admission prices. Advertising of any event or the appearance of any performer, selling of tickets, acquiring sponsorships, selling of tradeshow booths or the like is prohibited until all contracts between all parties involved have been properly executed and exhibited to the Director is prohibited.

B. All advertising with reference to the Bayfront Park Pavilion and use of Bayfront Park Pavilion by city departments or otherwise must be approved by the Director of the Bayfront Park Pavilion prior to usage.

#### **SECTION IV: COPYRIGHT**

Lessee/Artist/Promoter warrants at the signing of the Lease Agreement that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the City of Daphne and the Bayfront Park Pavilion harmless from any and all claims, losses, or expenses incurred with regard thereto.

#### **SECTION V: CONCESSION**

The Lessor relinquishes all food and beverage concession rights to the Lessee. All City, County, and State taxes and fees apply.

#### **SECTION VI: DECORATIONS**

A. The Lessor requires that all decorations, signs, and posters must be coordinated with Bayfront Park Pavilion personnel prior to placing or erecting in the Bayfront Park Pavilion building or on facility grounds.

B. All decorations must be free standing. No nails, tacks, brackets, glue or self-adhesive tape or any other similar items will be allowed on or in the walls, ceilings, floors or any material that will deface, mar, or damage a finish. ANY SUCH DAMAGE MAY RESULT IN AN EXTRA CHARGE FOR DAMAGES AND WILL BE THE RESPONSIBILITY OF THE LEESSEE. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels) or the like will be thrown or used for decoration inside or outside the facility. ALL FIRE MUST BE 30 FEET FROM THE BUILDING; ABSOLUTLEY NO FIRE INSIDE OR ON DECK. If any of these items are found on the floor, additional clean-up/damage fees will be imposed on Lessee.

C. Combustible decorative materials such as, but not limited to, cotton batting, paper, foam plastics, cloth, vegetation, moss straw, hay, vines, split bamboo, leaves and similar material shall not be used in the facility unless materials are flame resistant or have been treated with a fire retardant coating. The classification of fire retardant coatings shall apply only when the coating is applied at the rates of coverage and to the type or kind of surfaces indicated on the test report when the coating is applied in accordance with the manufacturer's directions supplied with the container. These coatings shall be applied in accordance with the manufacturer's direction. The applications shall be certified by the applicator as being in conformance with the manufacturer's direction for application. A flame test will be done on the material before being approved by the Fire Official. **WARNING!!! You are advised to contact the Daphne Fire Marshal for approval of decorations at least 2 weeks prior to your event. Decorations not meeting the Fire Marshal's**

**approval will not be allowed in the facility.** Lessee must present in writing to Lessor the approval from the Fire Marshal which will be kept on file.

## FLOOR PLANS

### SECTION VII:

A. The Lessee shall file with the Sales Office or Event Office at least fourteen (14) days prior to the occurrence of the event for which this agreement is issued, a full and detailed outline of all facilities required, stage requirements, table and chair set-up, and such other information as may be required by the Director for planning, staging and preparation for such event. The number of attendees is to be included on the Bayfront Park Pavilion Lease Agreement.

B. Occupancy Limits. Pursuant to City of Daphne Fire Department regulations:

Room	Square Ft.	Chairs/people	Chairs/Tables
The Sunset	4,500	290	210/21
The Jubilee	1,200	49	50/10

## **SECTION VIII: INSURANCE**

A. By the acceptance of the lease agreement the Lessee covenants to indemnify, save and keep free and harmless the City of Daphne, its officers and employees, from and against any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the City, its officers or employees, or any of them, may sustain or incur, or that may be imposed upon them, or any damages to property arising out of, connected with or attributable to the use and occupancy of the facility by Lessee. Lessee agrees to pay for any damage to the facility and for any damage to or loss of any City property resulting from the occupancy of said facility by Lessee or resulting from the conduct or actions of Lessee, its agents or employees, or any person, or person's participation in or attending the event during Lessee's occupancy.

B. Simultaneously with the acceptance of this lease and as a condition precedent to the effectiveness hereof, Lessee shall procure and maintain, in full force, and effect during Lessee's occupancy of the facility, and during the term of this permit, a policy of public liability and property damage insurance from a reliable insurance company authorized to transact business in the State of Alabama. The insurance company must have a minimum rating of A- in the current issue of the A. M. Best Manual. The Lessee, the City, and its officers and employees shall be named co-insured in said policy and the policy shall cover the insured's against whom claim is or may be, in the same manner as if separate policies had been issued to each. Said policy shall contain not less than the following limits of liability:

\$1,000,000.00 combined single limit per occurrence. (Bodily injury and property damage)

C. If the proposed use or occupancy by Lessee is such as to present a high degree of exposure to bodily injury or property damage, the Director may, in his/her discretion require higher limits of bodily injury and/or damage insurance.

D. The policy shall provide that the same shall not be cancelled prior to the termination of this lease until the Director shall have received a ten-day written notice of such proposed cancellation. Said policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the declarations, and if the City I its officers and employees have other insurance against a loss covered by said policy, that such other insurance shall be excess insurance only.

E. Lessee shall, coincidentally with the acceptance of this lease, deliver said policy of insurance, or certified photo static copy thereof, to the Director. Said policy shall be approved by the Director as to sufficiency.

F. The signed lease Agreement shall hold the City of Daphne and the Bayfront Park Pavilion harmless and indemnify them against any claims or liability arising or resulting from any injury to any visitor, spectator or participant in any activity in any part or portion of the Bayfront Park, regardless of entrance gained to said Bayfront Park Pavilion whether by paid admissions, by pass- issued by Lessee or Lessor or by any unlawful admission gained without knowledge of Lessor or Lessee. To indemnify Lessor as herein provided, Lessee shall carry public liability insurance with the coverage and the amount thereof to be

specified and approved by the Director of the Bayfront Park Pavilion with Lessee to furnish Lessor with a certificate of insurance or other satisfactory evidence of compliance with this requirement prior to commencement of Lessee's event. This insurance requirement may be waived depending on circumstances.

G. Upon approval of said policy, the same shall be filed with the Director or designee. After said policy has been so approved the Lessee shall file with the City a certificate of insurance issued by an insurance carrier certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the permit are covered thereby. In lieu of the presentation of the original policy, or of a certified photo static copy thereof, the Lessee may file a certificate of insurance to which is attached an endorsement in a form approved by the City Attorney. The endorsement shall provide that liability assumed by Lessee under this permit is covered by the policy, that the City, its officers, and employees, are named insured under said policy, and that in event of anyone of the insured's incurring liability to any other of the insured's, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies have been issued to each, and that said insurance is primary insurance as set forth hereinabove. The endorsement shall also provide that the policy shall not be cancelled prior to the termination of the permit or until the Director shall have received a ten-day notice in writing of such proposed cancellation and that such endorsement controls over all other provisions of the policy, or endorsements thereto, which are inconsistent therewith. Lessee shall be responsible for all insurance deductibles.

H. Host Liquor Liability Insurance must be obtained in an amount not less than \$1,000,000 and the City of Daphne, Bayfront Park Pavilion must be listed as additionally insured on the policy. Proof of this policy must be presented to the sales office not less than fourteen (14) days prior of the event.

I. Proof of all policies applicable must be presented to the Bayfront Pavilion Sales Office not less than fourteen (14) days prior to event.

## **SECTION IX: INVENTORY**

Facility inventory will not be loaned or permitted to be removed from the premises. These items include but are not limited to chairs, tables, podiums, audiovisual equipment, kitchen equipment, plants, decorations, or displays. The City of Daphne shall impose a fine of three hundred dollars (\$300.00) for each violation in addition to a charge for damage.

**SECTION X: DEFACING OF PROPERTY**

A. The Lessee will not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building, and will not make, or allow to be made, any alterations of any kind therein. Glue hooks or tacky putty will not be permitted (contact Bayfront Pavilion Sales Assistant for suggestions).

B. No decorations shall be placed in or on the building, nor shall any devices or signs be supported by any means on wall or woodwork without the consent of the Sales Agent. Sets, scenery, exhibit material, et cetera, shall be of flameproof material and conform to the Fire Prevention code of the City of Daphne.

C. If said premises, or any portion of said building, during the term of the lease, shall be damaged by the act, default or negligence of the Lessee's agents, employees, patrons, guests or any person admitted to said premises by Lessee, or unlawful admission gained, LESSEE WILL PAY TO THE LESSOR UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID PREMISES TO THEIR ORIGINAL CONDITION. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of the said Lessee, or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient Police and Fire Personnel to maintain order and protect persons and property. Daphne Police and Fire Personnel will be provided at the expense of the Lessee. Fire Personnel to maintain order and protect persons and property. Daphne Police and fire Personnel will be provided at the expense of the Lessee. In addition, the City of Daphne's fine of three hundred dollars (\$300.00) for Damage/Defacing City Property will be imposed.

**SECTION XI: TICKET OUTLET SALES/BOX OFFICE**

A. The City of Daphne stipulates that all ticketed events will be handled through the Bayfront Park Pavilion Sales office unless otherwise stated by the Director. The basic Box Office charge will be 5% of all Gross Ticket Sales. Bayfront Park Pavilion Box Office sales and services are the exclusive right of Bayfront Park Pavilion.

B. The Bayfront Park Pavilion Ticket Office hours shall be 8:00 a.m. - 5:00 p.m., Monday through Friday.

C. All tickets must be sold at advertised prices and any deviation must be approved in writing by the Director.

D. All Moneys' collected for advance ticket sales must be paid in cash and are not be subject to 'draw' by the promoter until such time show time occurs, all specifications of the Bayfront Park Pavilion Lease Agreement have been met and all funds have been collected which exceed Bayfront Park Pavilion expenses therefore.

E. All tickets purchased must be paid for in cash. The Director shall notify the Lessee if other payment plans are permissible.

F. The Bayfront Park Pavilion management will deal only with the individual who negotiated the contract or their duly authorized representative's with regards to box office transactions, show settlement, and facility usage.

G. In the event of show cancellation, the Bayfront Park Pavilion Director reserves the right to determine the ticket refund procedures. Refunds will be made at the outlet location of purchase only.

H. Any deviation or changes to the stated regulations must be approved by the Director.

**SECTION XII: POSTING BILLS**

A. The Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front of, or on any part of said building except upon the regular billboards provided by the Lessor therefore and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit to be given in the demised premises. Amounts and contents of Lessee's display advertising materials at the Bayfront Park shall be at the discretion of the Director.

B. The Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said Lessor, or its representatives.

**SECTION XIII: PASSAGEWAYS**

A. The Lessee will permit no chair or movable seat to be or remain in the passageways, and will keep said passageways clear at all times.

B. No portion of the sidewalks, entries, passage, vestibules, halls, stairways, or access to public utilities or said building shall be obstructed by the Lessee, or used for any purpose other than for ingress to and from the demised premises. The doors, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, passages, also house-lighting attachments, shall not be covered or obstructed by the Lessee. The water closets or other water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers or other substance shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the Lessee.

**SECTION XIV: REMOVAL OF PROPERTY**

A. All personal property, including rental items, brought into the Bayfront Pavilion for any event must be dismantled and removed immediately following the event unless pre-approved by the Director. Any personal property not removed shall become the property of the City of Daphne. The City of Daphne will hold all lost and found items for seven (7) days following the event. Thereafter, the City reserves the right to dispose of all unclaimed items. City of Daphne, Bayfront Pavilion employees will be held harmless for any property approved by the Director to be left in the building or in Bayfront Park Pavilion. Approval must be made at least fourteen (14) working days prior to start of event. No exceptions will be made.

B. Bayfront Park Pavilion employees, workers, volunteers, or any representative of the Bayfront Park Pavilion cannot assist in the load-in, event set-up and/or load-out of any personal event or handle any personal property.

C. The Lessor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee, or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such article.

D. The Lessor reserves the right to remove from the building all effects remaining in building after time specified at the expense of the Lessee or to charge the daily rental as shown on the current Bayfront Park rate sheet for the area in which the effects have been left or stored.

**SECTION XV: BUILDING DEPARTURE**

Lessee shall agree that the music would be stopped, all bars must be closed and the building must be cleared at the ending time stated on the contract. If the Lessee goes over stated time on contract the Lessee will be charged with additional rental that must be paid at the time that the function goes over the ending time as is stated on the contract.

**SECTION XVI: WAIVED FEES**

All requests for waived fees must be sent in writing and addressed to the Director. The Director will forward all requests to the Mayor.

**SECTION XVII: RENTAL FEES**

A. Bayfront Park Rental Fees and hourly rates shall start as listed below:

Entire Facility:	\$475.00 (This reserves sections of the parking area)
The Sunset	\$300.00
The Jubilee	\$150.00
The Kitchen	\$40.00
Cleaning	200.00 (Optional)

B. In addition to the base rental fees the following hourly rates shall apply: \$15.00 per hour for each hour of usage with a minimum of 4 hours required and \$50.00 per hour of usage for all holidays and City holidays. The Director shall maintain an updated list of rental items which is to be treated as part of this Ordinance's fee schedule.

C. Lease rates for the Bayfront Park Pavilion are based on the prevailing rates as set forth in this Ordinance. In addition to the base rental fees, depending on each events setup and needs to have a successful event, an additional labor fee may be required. This fee is at the discretion of the Bayfront Pavilion Director and will be presented to lessee prior to the execution of Bayfront Pavilion contract.

D. The City shall apply rental proceeds to the operating requirements of the facility.

E. Lessee shall not split rental hours.

F. Lessee shall pay a \$150.00 refundable damage deposit. The damage deposit will be refunded after the facility is inspected by Bayfront Park Pavilion personnel and no damage is found. Any additional damage charges over \$150.00 will be charged to the lessee.

G. If children are present during event, they must be supervised at all times and for safety/security reasons, should remain with parents or guardians. Children will not be allowed in any non-rental or off-limit areas. Any damaged or broken items caused from lack of supervision will be the Lessee's responsibility.

**SECTION XVIII: CANCELLATIONS**

Cancellations must be in writing, dated and signed by the Lessee. Reimbursements for cancelled events will be refunded as follows: 75% refund for cancellations received at least 9 months prior to the day of start of event; 50% refund for cancellations received at least 6 months prior to the day of start of event; no refunds will be made for cancellations received under 6 months prior to the day of start of event. Any exceptions to this rule must be approved by the Buildings and Property committee. \*\*Should Bayfront Pavilion be able to book another event of equal or greater economic value, then 100% refund will be issued. Refunds will be issued by check.

**SECTION XIX: CLEANING FEES**

Cleaning fees will be waived if and only if lessee does own cleanup – Bayfront will provide all necessary cleaning supplies and check list as reference. Should lessee choose to forgo this option, then the \$200.00 is mandatory.

**SECTION XX: SECURITY (FIRE/POLICE)**

A. The City of Daphne Police Department and Fire Department reserve the right to determine the appropriate amount of security and fire protection needed for any and all events held at the Bayfront Park. The Lessee shall provide security and/or fire protection if it is determined necessary for any event. If security and/or fire protection is required, it must be obtained through the City of Daphne Police Department and the City of Daphne Fire Department no later than fourteen (14) days prior to an event. If the Lessee fails to provide the required security or fire protection if required, a fine of \$300.00 shall be imposed and the relation of the landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons there from and resort to any legal proceedings to obtain such possession.

B. The Lessor reserves the right through its Director or his/her representatives to eject any objectionable person or persons from said building, and upon the exercise of this authority through its Director, agents or policemen, the Lessee hereby waives any rights and all claims for damages against the Management.

C. The Lessee shall not, without written consent of the Lessor, put up or operate any engine or motor machinery on the demised premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than natural gas or electricity for illuminating the demised premises.

D. Should an event require security, then Lessee shall comply with Ala. Code § 6-5-338 (1975) by the purchasing of general liability insurance in the amount of \$100,000.00 per off-duty officer.

**SECTION XXI: ALCOHOL/BEVERAGE**

A. Consumption of alcohol will be allowed inside the facility only during the time of function. No Alcohol/beverages shall be allowed on the dance floor. Consumption of alcohol is not allowed in the parking lot or on the grounds of the facility. **The City of Daphne is not liable for accidents, deaths, or injuries that may occur as a result of the consumption of alcohol.**

B. The Lessee shall be fined three hundred dollars (\$300.00) by the City of Daphne for violation by Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee per occurrence.

C. No Alcohol shall be "SOLD" on the grounds or inside of the Bayfront Pavilion without proper permits or license.

D. Alcohol shall not be served or sold to anyone under 21 years of age.

E. Appropriate police action will be taken against any person deemed to be intoxicated and posing a danger to himself or others.

F. Distribution of alcohol is to be made in one of the following forms:

- a. Alcohol and/or all mixers may be brought by attendees and checked at the door where a bartender (hired by Lessee) will distribute alcohol for the duration of the event. Said bartender must be 21 years of age or older and must possess any and all then applicable licensing pursuant to local, state, and federal law.
- b. An event may contract with a licensed caterer for said event to set up cash bar or distribute alcohol. A licensed caterer is one that has purchased the requisite host liquor liability insurance, a City of Daphne business license, and attained all requisite alcohol licensing.

G. Should an event have alcohol, host liquor liability insurance in a minimum amount of \$1,000,000.00 must be purchased. All insurance certificates and proof of requisite licensing must be on file at least 14 days prior to the event.

H. A list of bartenders and/or caterers possessing additional voluntary certifications(s), provided through alcoholic beverage distributors for the serving of alcoholic beverages, may be provided by the Bayfront Pavilion Director upon request.

**SECTION XXII: SMOKING**

ALL CITY OF DAPHNE BUILDINGS ARE SMOKE FREE 20 feet from any and all entrances. There will be no smoking in the Bayfront Pavilion. A fine of three hundred dollars (\$300.00) shall be imposed per occurrence by the City of Daphne. A three hundred dollar (\$300.00) cleaning fine shall be imposed on the Lessee if smoking has occurred in the Bayfront Pavilion. No smoking on the deck, all fire must be 30 feet from the building.

**SECTION XXIII: PETS**

No pets allowed inside the facility other than those for the express use by disabled persons, or by permission of the Bayfront Pavilion Director.

#### **SECTION XXIV: BUILDING ACCESS**

The City will provide reasonable access according to the Americans with Disabilities Act.

#### **SECTION XXV: THEFT**

The City of Daphne is not responsible for theft of property on the grounds of the Daphne Bayfront Pavilion, in automobiles, in the facility or any other structure on the property.

#### **SECTION XXVI: HEAVY METAL/RAP/ALTERNATIVE CONCERTS**

A. The City of Daphne has set forth the following guidelines to establish rules and regulations for Heavy Metal, Rap, and Alternative concerts in effort to provide a safe and enjoyable concert experience for attendees.

B. The Daphne City Council must approve all heavy metal, rap, and alternative concerts prior to the concert booking. The Buildings and Property Committee will determine if a concert is Alternative. The following are necessary:

1. Names of all artists to appear must be provided to the Bayfront Pavilion Director.
2. Date of the event and ticket information must be provided to the Bayfront Pavilion Director.
3. A letter stating that approved security and fire arrangements have been made for the concert from the Daphne Police Department and Daphne Fire Department must be presented to the Bayfront Pavilion Director. All special effects must be approved by the Fire Marshal and a letter stating this information must be provided to the Director.
4. A letter of approval must be obtained from the Bayfront Pavilion Director and presented to the Buildings and Property Committee along with the above listed documentation. The Buildings and Property Committee will make recommendation to the full City Council. The Bayfront Pavilion Director shall provide the Council's approval or disapproval to the proposed Lessee.
5. A security bond or deposit may be required for potential damages. If required, the bond or deposit must be presented to the Director no later than thirty (30) days prior to the event.
6. A five hundred-dollar cleaning fee may be required.
7. The promoter must obtain a public liability and property damage policy in an amount not less than \$1,000,000.00. The policy must be written by an insurance company licensed to do business in the State of Alabama and having a minimum rating of A- in the current issue of the A. M. Best Manual. The policy must name the City of Daphne and the Bayfront ~~Park~~ Pavilion as additional insured. This certificate must be presented to the Director at least thirty (30) days prior to the scheduled concert.

8. If required by the State of Alabama, promoter must obtain Liquor Liability Insurance in an amount not less than \$1,000,000 and list the City of Daphne, Bayfront Pavilion as additional insured on the policy. Proof of this policy must be presented to the sales office not less than one week prior of the event.

9. House lights are not allowed to go dark. A minimum of 20% of house lights must be on at all times.

10. An addendum may be required to the contract if any of the performing acts have a history of performing songs or making statements that are considered by the Daphne City Council to incite or provoke violence by the audience.

11. Other rules and regulations as deemed necessary by the Director, Buildings and Property Committee, or Daphne City Council may apply.

## **SECTION XXVII: SOUND EQUIPMENT**

A. The Lessor shall not be responsible for any damage or injury that may occur from the result of sound, lighting, or electrical equipment being utilized by the Lessee, Lessee's agent, employees, or guest from any cause whatsoever, prior, during, or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such Joss, damage, or injury.

B. Any damage to the City of Daphne, Bayfront Pavilion sound, lighting, or electrical equipment shall be at the expense of the Lessee when Lessee utilizes said equipment or services. Bayfront Park personnel, The City of Daphne, Daphne Police Department, or any authorized City Employee can request that the Lessee, or their agents, desist from utilizing City Property at any time.

C. The Bayfront Pavilion must be notified of all sound requirements at least fourteen (14) days prior to the event.

D. The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. **All bookings are on a first come first serve basis.**

## **SECTION XXVIII: FEE WAIVERS**

A. The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. All bookings are on a first come first serve basis.

### **1. BAYFRONT PAVILION REDUCED RATE PROGRAM MONDAY, TUESDAY & WEDNESDAY**

- (a) This program will apply to all with the following exceptions. This program excludes paid concerts, all for profit events, Mardi Gras balls/meetings and fund raising events. These events will pay full fare. AU rental items remain the same. The reduced rate will consist of half rate for the base rental fee. The cleaning fee will remain the same. The booking includes four (4) hours of usage and must be between the hours of 7:00 a.m. - 5:00 p.m. Any usage over four (4) hours and any hours used after 5:00 p.m. will be charged an additional \$15.00 per hour. If requested, the City of Daphne, Bayfront Pavilion shall be listed as a Sponsor of the event. Any Monday,

Tuesday, or Wednesday that is a holiday or city holiday will be charged all regular holiday rates. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group or organization usage of these provisions.

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### **2. BAYFRONT PAVILION REDUCED RATE PROGRAM (CIVIC GROUPS AND NOT FOR PROFITS -501-C3 MONDAY, TUESDAY & WEDNESDAY)**

(a) This program will apply to all civic groups that are not for profit and have a 501-C3 status. Proof of this status is required. This program excludes paid concerts, all for profit events, and fund raising events. These events will pay full fare. All rental items remain the same. The reduced rate will consist of a waived base fee, full rate on cleaning fees, and a \$15.00 per hour charge. Any Monday, Tuesday, or Wednesday booking that is a holiday or city holiday will be charged all regular holiday rates. If requested, the City of Daphne, Daphne Bayfront Pavilion shall be listed as a Sponsor of the event. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group, or organization usage of these provisions. All groups utilizing this reduced rate program must use the facility between 8:00 a.m. to 10:00 p.m. All groups that have not left the facility by 10:00 p.m. will be charged all regular rates.

3. CITY OF DAPHNE DEPARTMENTS FOR CONDUCTING CITY BUSINESS.

(a) The City of Daphne encourages all City Departments to utilize the Bayfront Pavilion for your entire department booking needs. For tracking purposes all City departments must estimate their projected bookings for the Bayfront Pavilion and budget all fees, rental items, cleaning fees, and per hour charges needed at regular rates for their facility functions. The department may submit in writing to the Director a request to wave base rental fees only. The decision will be based on the criteria for event, time of day and year and day of week. The approval of this request will be at the discretion of the Director and Mayor. Invoices for usage will be routed from the Bayfront Pavilion to the Finance Department for journal entry after each event. The Finance Department will notify the Bayfront Pavilion sales office when the journal entry is complete to make report to the Buildings and Property Committee at the monthly meeting.

4. CITY EMPLOYEES FOR PERSONAL BUSINESS

(a) Current and in good standing City of Daphne employees will be entitled to a 20% discount off of base rental rates only for events that the employee is hosting. This discount is not applicable for family or friends, only the employee him/herself. All rules, guidelines and all other fees of this ordinance apply. The employee must make a request in writing which should include type of event, day and time. The approval of this request will be at the discretion of the Director and/or Mayor. Should for any reason the employee violate the guidelines mentioned above, said employee will not be entitled to this benefit in the future and will be responsible for full base rental rate which will be deducted from damage fee or billed with additional damage fee.

**SECTION XXIX: BOOKING POLICY - ALL OTHER GROUPS**

If an organization or group desires to book the same date continually, year after year, such organizations must submit a letter to the Director making such request listing the exact dates and years that the organization is requesting and all facility needs. All base fees must be paid in advance for the first two consecutive years. At the end of the second year a new request must be made in writing and delivered to the sales department of the Bayfront Pavilion no later than 7 days after the second year event for the following two years, along with the fees for the next two years. Future bookings will also be secured using the same guidelines. All bookings are on a first come first serve basis.

**SECTION XXX: PENALTY**

A. Any person found guilty of violating any provision of this Ordinance shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment for a period not exceeding six (6) months, or both, at the discretion of the Municipal Judge.

B. This Ordinance shall also be subject to enforcement by the issuance of a summons and complaint.

**SECTION XXXI: REPEALER**

Ordinances Nos. 2004-21 and 2010-50 are hereby repealed in their entirety. All other City Ordinances or parts thereof in conflict with the provision of this Ordinance, in so far as they conflict, are hereby repealed.

**SECTION XXXII: 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 XXXIII: EFFECTIVE DATE**

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

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this the \_\_\_\_ day of \_\_\_\_\_ 2011.**

\_\_\_\_\_  
**Cathy S. Barnette,  
Council President**

\_\_\_\_\_  
**Fred Small,  
Mayor**

**ATTEST:**

\_\_\_\_\_  
**David Cohen, City Clerk, MMC**



# CITY OF DAPHNE, ALABAMA

## ORDINANCE 2011-11

### MANDATORY RECYCLING ALL MUNICIPAL BUILDINGS

**WHEREAS**, the Mayor and City Council of the City of Daphne requires that each City of Daphne Municipal Building Directors put a recycling program together for their department with the assistance of the City of Daphne Solid Waste Coordinator; and

**WHEREAS**, diverting waste generated from residential and commercial facilities is essential to assist the efforts of our city's recycling program to maintain the State mandated waste diversion rate; and

**WHEREAS**, mandating the municipal facilities of the City of Daphne will help the City of Daphne exceed the State mandated waste diversion rate; and

**WHEREAS**, the Mayor and City Council of the City of Daphne intends through this Ordinance to further the diversion goals through mandatory recycling for all municipal and city owned buildings; and

**WHEREAS**, the Mayor and the City Council of the City of Daphne intends to utilize its resources to stay in compliance with the State of Alabama 25% diversion rate and exceed our short term goal of 200 tons of recyclable materials per month.

This Ordinance shall take effect and be in force on **March 1, 2011** after the date of its approval by the City Council of the City of Daphne and after publication as required by law.

**ADOPTED AND APPROVED** by the City Council of the City of Daphne, Alabama this \_\_\_\_ day of \_\_\_\_\_, 2011.

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Cathy S. Barnette,  
Council President

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Fred Small,  
Mayor

**ATTEST:**

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David L. Cohen,  
City Clerk, MMC

**ORDINANCE 2011-13**

**AN ORDINANCE ADOPTING APPROVAL FOR HIRING FREEZE EXCEPTIONS**

**WHEREAS**, Ordinance 2010-71 approved and adopted the Fiscal Year 2011 Budget on December 20, 2010; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2011 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2011 budget; and

**WHEREAS**, as of the date of the adoption, a hiring freeze was enacted whereby authorized positions vacated, for any reason, may only be advertised and filled upon express approval by the City Council; and

**WHEREAS**, the City's procedures requires changes to the adopted budget by Ordinance; and

**WHEREAS**, department requests have been submitted and approved by the Mayor to fill the vacant position listed below:

**Recreation**

- 1) Recreation Programs Coordinator- \$33,259 – \$36,159/annual salary
- 2) Recreation Athletic Coordinator - \$34,275 - \$37,252/annual salary

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2011 budget be amended to authorize the filling of the following vacant positions for a total FY11 cost of \$36,706:

- Recreation Programs Coordinator
- Recreation Athletics Coordinator

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk, MMC

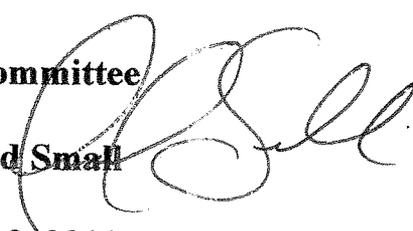
# Daphne

ALABAMA

*The Jubilee City*

## INTERNAL MEMORANDUM

**TO:** Finance Committee

**FROM:** Mayor Fred Small 

**DATE:** February 10, 2011

**SUBJECT:** Recreation & Parks Personnel Request

This memo is in regards to the requests to reinstate two positions for the Recreation and Parks Department. If these positions are not reinstated and filled there is a great possibility that the city will lose some or all of the following programs.

### Athletic Coordinator

- All sports (football, soccer, baseball, softball, cheerleading, la crosse) will have to revert back to parents and/or self-organization.
- All weekend field rentals for sport activities would be very limited.

### Program Coordinator

- Art in the Park (2)
- Wet n Wild (3)
- Easter Egg Hunt
- Sunset Music Series (March, April & May)
- Some of the room rentals & programs may be lost and no new ones added.
- And since there is no Athletic assistant this person will help with these duties when not working as program coordinator

**ORDINANCE 2011-14**  
**SPORTS COMPLEX CONCESSION ROOF REPAIR AND BLEACHER**  
**REPLACEMENTS APPROPRIATION**

**WHEREAS**, Ordinance 2010-71 approved and adopted the Fiscal Year 2011 Budget on December 20, 2010; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2011 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2011 budget; and

**WHEREAS**, Ordinance 2009-55 sets forth an allocation of Lodging Tax proceeds that may be used for certain recreational grounds capital items; and

**WHEREAS**, \$822,500 was appropriated from the General Fund to be reimbursed by Lodging Tax proceeds for Sports Complex improvement (Ordinance 2010-09); and

**WHEREAS**, bids came in below the budgeted appropriation on the Lighting project leaving a balance remaining for additional improvements to the park; and

**WHEREAS**, wind damage occurred at the Sports Complex during a storm on December 11, 2010 and immediate funding is needed to repair the Concession Roofing (\$13,343) and replace bleachers (\$35,158) damaged for safety purposes; and

**WHEREAS**, damages have been reported to the City's Insurance Company and an evaluation of coverage is pending; and

**WHEREAS**, until such time as insurance proceeds, if any, are received, such repair funds shall be included in the "loan" from the General Fund and repaid from Lodging Tax Funds designated for recreation.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2011 Budget is hereby amended to include a General Fund appropriation for the Sports Complex in the amount of \$ 48,501 for Sports Complex Concession Roof repair and Bleacher Replacements and the General Fund will be reimbursed by Lodging Tax recreation funds and/or insurance proceeds.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
**David L. Cohen, City Clerk MMC**

**ORDINANCE 2011-15**  
**SURFACING MATERIAL FOR PLAYGROUND SAFETY USE AREAS**

**WHEREAS**, the Fiscal Year 2011 Budget is being considered by the City Council;  
and

**WHEREAS**, prior to the adoption of the Fiscal Year 2011 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2011 budget; and

**WHEREAS**, the National Playground Safety Institute issues standards and guidelines for Playground use areas; and

**WHEREAS**, after an evaluation of City parks additions surfacing material was found to be needed for safety purposes; and

**WHEREAS**, a cost for the surfacing material and borders is \$52,000 .

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA**, that the Fiscal Year 2011 Budget is hereby amended to include a General Fund appropriation in the amount of \$52,000 for the purchase of additional surfacing material for the various City Parks.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk MMC

**ORDINANCE 2011-16**

**Parks Vehicle Replacement Appropriation**

**WHEREAS**, the Fiscal Year 2011 Budget is being considered by the City Council; and

**WHEREAS**, prior to the adoption of the Fiscal Year 2011 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2011 budget; and

**WHEREAS**, Parks vehicle #50, a 1999 Ford F-150, has a blown engine that requires \$4,900 to repair; and

**WHEREAS**, the repair cost exceeds the value of the vehicle; and

**WHEREAS** such vehicle is used daily in park operations throughout the City.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2011 Budget is hereby amended to include a General Fund appropriation in the amount not to exceed \$18,688 for the replacement of the 1999 Ford F150.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen, City Clerk MMC

**ORDINANCE 2011-17**

**2010 Assistance to Firefighters Grant (AFG)**

**WHEREAS**, Ordinance 2010-71 approved and adopted the Fiscal Year 2011 Budget on December 20, 2010; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2011 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2011 budget; and

**WHEREAS**, the City of Daphne has applied and been awarded a 2010 Assistance to Firefighters Grant to receive funding to assist with the setup of infrastructure and purchase of radios in order to be on the same system as the County and other surrounding cities; and

**WHEREAS**, the City will be required to conform to re-banding requirements by 2012 and this new equipment meets those requirements.

**WHEREAS**, the total Grant award is \$324,394, (*Federal share - \$308,175, City's match - \$16,219*); and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA** that: the Fiscal Year 2011 Budget is hereby amended to include a General Fund appropriation for \$16,219 for the required match for the AFG Grant and the Mayor is hereby authorized to execute any and all documents relative to this grant project.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
**David L. Cohen, City Clerk MMC**

**ORDINANCE 2011-18**

**2009 CDBG: South County Road 64  
Amend Project & Appropriate Additional Engineering Fees**

**WHEREAS**, the City of Daphne did receive a CDBG (Community Development Block Grant) in order to provide sewer services to the South County Road 64 area; and

**WHEREAS**, construction of such sewer project is in progress; and

**WHEREAS**, it has come to the attention of the City that there is an area (near Essex Street) that has caused multiple problems in recent years due to an existing sewer line being improperly positioned with the wrong grade and such problem area "fix" was not included as a part of the grant project; and

**WHEREAS**, the City Council has determined it most beneficial and cost effective to proceed with the "fix" while the contractor is already staged and working in the area.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA**, that an appropriation in the amount of \$ 17,900 from the Capital Reserve Fund is hereby approved for the additional engineering required for such "fix" and the Mayor is authorized to execute a Change Order in the amount not to exceed \$50,000 for the Contractor to proceed with correcting the previously stated sewer area near Essex Street.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**Cathy Barnette, Council President**

\_\_\_\_\_  
**Fred Small, Mayor**

**ATTEST:**

\_\_\_\_\_  
David L. Cohen,  
City Clerk MMC