

**CITY COUNCIL BUSINESS MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
APRIL 20, 2009
BUSINESS MEETING
6:30 P.M.**

- 1. CALL TO ORDER**
- 2. ROLL CALL/INVOCATION
PLEDGE OF ALLEGIANCE**

APPROVE MINUTES: Council Meeting minutes meeting minutes meeting held April 6, 2009

PRESENTATION: Dogwood Girls

PRESENTATION: SARPC / Baldwin County Energy Alliance / Resolution will be in May 6th Packet

PROCLAMATION: National Telecommunicator's Week / April 12- 18, 2009

PUBLIC HEARING: Community Development Block Grant

PUBLIC HEARING: Altapointe Bond Issue / [Resolution 2009-27](#)

SET PUBLIC HEARING DATE: Highway 90 Sewer Assessments for May 18, 2009

SET PUBLIC HEARING DATE: To Declare Certain Property Surplus / Nicholson Center /
1410 Captain O'Neal Drive / Adjacent to Mobile Bay

4. REPORT STANDING COMMITTEES:

A. FINANCE COMMITTEE / Boulware

Review minutes meeting held April 13th

1.) Resolutions:

a.) Bid Awards:

- i.) Asphalt / Mobile Asphalt Co. / [Resolution 2009-28](#)
- ii.) Rock / Martin Marietta Aggregates / [Resolution 2009-29](#)
- iii.) Fourth of July Fireworks / [Resolution 2009-30](#)
- iv.) Boys and Girls Club / [Resolution 2009-31](#)
- v.) SARPC / [Resolution 2009-32](#)
- vi.) Prepaid Travel / David Cohen / AL League Convention /
May 2-5, 2009 / Montgomery, AL / \$105 / [Resolution 2009-33](#)
- vii.) Sales Tax Holiday / [Resolution 2009-34](#)
- viii.) Surplus Equipment / [Resolution 2009-35](#)
- ix.) Credit Card: Court Department / [Resolution 2009-36](#)

2.) Ordinances:

- a.) Financial Software Upgrade / [Ordinance 2009-22](#)
- b.) City Hall Generator Maintenance / [Ordinance 2009-23](#)
- c.) Museum Painting / [Ordinance 2009-24](#)
- d.) Street and Road Projects / [Ordinance 2009-25](#)

3.) Financial Reports:

- a.) Treasurers Report / March 31, 2009
- b.) Summary of Revenues over Expenditures / February 28, 2009]
- c.) Sales & Use Tax Collections / February 28, 2009
- d.) Lodging Tax Collections / February 28, 2009

B. BUILDINGS & PROPERTY - Lake

Review minutes meeting held April 3rd

C. PUBLIC SAFETY - Burnam**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Palumbo****E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY - Yelding**

Review minutes meeting held April 4th

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**

Review minutes meeting held March 26th

F. Recreation Board - Burnam

Review minutes meeting held April 8th

G. Utility Board - Scott**6. REPORTS OF OFFICERS:****A. Mayors Report**

- a.) Parade Permit / Bayside Medical Missions / September 26, 2009 / Changing date / Council approved the date of December 5th at the March 16th meeting
- b.) ABC License / Alec Naman Catering / 140 / Special Events License / Zydeco Festival

B. City Attorney's Report

- a.) AT&T Franchise Agreement
- b.) BRAG / Nicholson Center

C. Department Head Comments**7. PUBLIC PARTICIPATION:****8. RESOLUTIONS & ORDINANCES:****RESOLUTIONS:**

- a.) Altapointe Health Services, Inc. Bond Issue/Resolution 2009-27
- b.) Bid Award: Asphalt / Mobile Asphalt Co/Resolution 2009-28
- c.) Bid Award: Rock / Martin Marietta Aggregates...../Resolution 2009-29

- d.) Fiscal 2009 Fourth of July Fireworks...../Resolution 2009-30
- e.) Fiscal 2009 Boys and Girls Club Contribution/Resolution 2009-31
- f.) Fiscal 2009 South Alabama Regional Planning
Commission...../Resolution 2009-32
- g.) Prepaid Travel / David Cohen...../Resolution 2009-33
- h.) Approving Participation in the State of Alabama
Sales Tax Holiday for the Year 2009...../Resolution 2009-34
- i.) Declaring Certain Property Surplus & Authorizing
Mayor to Dispose of Such Property...../Resolution 2009-35
- j.) Authorizing Issuance of Credit Cards: Court...../Resolution 2009-36
- i.) Amending Resolution 2008-03 / Architectural
Plans for Nicholson Center...../Resolution 2009-37

ORDINANCES:

2ND READ

- a.) Council Rules of Procedure...../Ordinance 2009-21
- b.) Appropriation: FY 2009 Munis Financial and
Payroll Software Upgrade...../Ordinance 2009-22
- c.) Appropriation: FY 2009 City Hall Generator
Maintenance/Ordinance 2009-23
- d.) Appropriation: FY 2009 Museum Painting...../Ordinance 2009-24
- e.) Street and Road Infrastructure Projects...../Ordinance 2009-25
- f.) Appropriation of Lodging Tax Funds:
Atrium Furniture...../Ordinance 2009-26

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

APRIL 6, 2009
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

1. CALL TO ORDER

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

2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Mr. Eady.

COUNCIL MEMBERS PRESENT: Bailey Yelding; Cathy Barnette; John Lake; Greg Burnam; Ron Scott Derek Boulware; August Palumbo.

Also present: Mayor Fred Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Jay Ross, City Attorney; Bill Eady, Public Works Director; Sandra Morse, Civic Center Director; Richard Merchant, Building Official; James White, Fire Chief; David Carpenter, Police Chief; David McKelroy, Recreation Director; Sharon Cureton, Human Resource Director; Adrienne Jones, Planning Director; Suzanne Henson, Senior Accountant; Anna Morris, Library; Jane Robbins, Mayors Assistant; Willie Robison, BZA; Starke Irvine, DRA; Al Guarisco, Village Point Foundation.

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

3. APPROVE MINUTES:

MOTION BY Councilman Yelding to adopt the Council meeting minutes meeting held March 16, 2009. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt the Council Retreat minutes meeting held March 8, 2009. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt the Council Work Session minutes meeting held March 12, 2009. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt the Special Council meeting minutes meeting held March 24, 2009 as already amended to reflect the motion to appoint Councilman Lake as Council President. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

APRIL 6, 2009
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

PROCLAMATION: National Poetry Month

Mayor Small presented the proclamation proclaiming the month of April as Poetry Month in the City of Daphne to Ms. Anna Morris.

PROCLAMATION: Earth Day

Mayor Small presented the proclamation proclaiming April 25, 2009 as Earth Day in the City of Daphne to representatives of the Earth Day Mobile Bay Committee.

PROCLAMATION: Honor Flight * South Alabama Day / May 6, 2009

Mayor Small read the proclamation to the audience.

PROCLAMATION: National Volunteer Month

Mayor Small presented the proclamation to Mrs. Sharon Cureton.

SET PUBLIC HEARING DATE: 2009 CDBG Application for April 20, 2009

MOTION BY Councilwoman Barnette to set a Public Hearing date for April 20, 2009 to consider application for a Community Development Block Grant. *Seconded Councilman Burnam.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

A. FINANCE COMMITTEE – Boulware

No report. The next meeting will be April 13th at 4:00 p.m.

B. BUILDINGS AND PROPERTY COMMITTEE – Lake

Councilman Palumbo stated that the committee discussed the noise from the chillers at the Civic Center, and the police did decibel readings, and the readings were not above 60 decibels. The expense to correct the problem is cost prohibitive so the committee did not take any action on this issue.

C. PUBLIC SAFETY COMMITTEE – Burnam

The minutes for the March 11th meeting are in the packet, and the only action by council will be considered under resolutions. The next meeting will be April 15th at 4:30 p.m.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Palumbo

No report. There will not be a meeting this month.

E. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Yelding

No report.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Ms. Jones

The next meeting will be May 7th at 6a;00 p.m.

B. Downtown Redevelopment Authority – Barnette

There will be a meeting coming up, and they are working on a tentative date of either April 20th or 21st at 5:30 p.m.

C. Industrial Development Board – Yelding

The minutes for the last meeting are in the packet.

D. Library Board – Lake

The Friends of the Library are hosting a “Pirates Night” at the Library tomorrow at 7:00 p.m.

E. Planning Commission – Barnette

There will be a Special session held Friday, and there is a Special Work Session on Thursday from 8:00 a.m. to 12:00 a.m. to discuss changes to the Land Use Ordinance. The regular Site Review meeting will be April 15th at 8:00 a.m., and the regular Planning Commission meeting will be April 23rd at 6:00 p.m.

F. Recreation Board – Burnam

The minutes for the March 11th meeting are in the packet. No report.

G. Utility Board – Scott

There will be a Special Finance meeting on April 22nd to look at the budget, and the regular meeting will be Wednesday, April 29th.

6. REPORTS OF THE OFFICERS:

A. Mayor’s Report

a.) Parade Permit / Daphne United Methodist Church / 5K Fun Run / April 11, 2009

MOTION BY Councilwoman Barnette to approve the Parade Permit for *Daphne United Methodist Church / 5K Fun Run to be held April 11, 2009. Seconded by Councilman Scott.*

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

b.) Appoint Voting Delegate for the AL League of Municipalities Convention / May 2-5, 2009

MOTION BY Councilman Palumbo to appoint Council President John Lake as voting delegate at the AL League of Municipalities Convention being held May 2-5, 2009. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

c.) Appoint Voting Delegate for the AMIC Annual Meeting or Proxy / May 2, 2009

MOTION BY Councilman Palumbo to appoint Council President John Lake as voting delegate for the AMIC Annual meeting being held May 2, 2009. *Seconded by Councilwoman Barnette.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

d.) ABC License / Jacksons Market / 040 – Retail Beer (On or Off Premises) / 060 – Table Wine (On or Off Premises)

MOTION BY Councilwoman Barnette to approve the ABC License for Jacksons Market / 040 – Retail Beer (On or Off Premises) / 060 – Table Wine (On or Off Premises). *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

e.) Authorize the Mayor to enter into an Agreement with the Ruff Wilson Youth Organization

There were still items in the agreement that reference the automatic renewal of the agreement, references to the city as a sponsor of the club, and Council wanted those taken out. Council withdrew the agreement until changes are made that is compatible with their wishes. Council asked Mayor Small and Mr. Ross, the City Attorney, to work out the agreement, and as the changes are made to send them to Council. It is the intent of the Council to continue to support the club as they have done prior to the new agreement through community contributions.

f.) NOAA Coastal and Marine Habitat Restoration Project Grant / D'Olive Bay Coastal Habitat Restoration

MOTION BY Councilman Scott to authorize the Mayor to apply for the NOAA Grant for Coastal and Marine Habitat Restoration / D'Olive Bay Coastal Habitat Restoration. *Seconded by Councilwoman Barnette.*

Council asked that they be provided with the application.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Mayor Small asked Chief Carpenter to explain about the COPS grant that is being considered under resolutions. Chief Carpenter explained that the grant was considered at the Public Safety meeting, but since that time they received a letter stating that the deadline for the grant was sooner than what they thought. The grant is 100% for the first three years which includes benefits. They are asking for five officers. It is required that the city maintain the officers for 12 months after the grant ceases. There are some plus's and minuses with the grant. The expenses will be for vehicle, training, uniforms, which comes to about \$40,000 per person which totals \$200,000 if they receive five officers. The expenses after the three years will be about \$52,000. Chief Carpenter said that if there is not any money for these things they will figure out a way to cover them. He stated that by that time some will be up for retirement, and there are some up for military duty.

B. City Attorney's Report
a.) Altapointe Inc. / Bond Issue

A representative from Altapointe explained to Council what they were trying to do. They are partners with Baldwin County Mental Health, and they want to expand the building that houses The Shoulders to house 66 beds for psychiatric patients. Each municipality has to approve the bond issue. There is no liability to the city. Council approval is not needed for the Mayor to sign, but in keeping with past practices the Mayor wanted to bring it to the Council.

Councilman Yelding and Councilwoman Barnette were concerned that this might be the same problem they city had with Mercy Medical and Townsend Recovery Center so they asked Council to set a Public Hearing so that community could come and give their opinion before they voted on the bond issue.

MOTION BY Councilwoman Barnette to set a Public Hearing date for April 20, 2009 to consider the Altapointe, Inc. Bond Issue. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

C. Department Head Comments

Adrienne Jones – Planning Director – stated that she appreciated members of BZA, Planning Commission and Council for coming to the seminar last Friday.

Sandra Morse – Civic Center Director – announced that the annual Spring Concert with the Baldwin Pops is coming up on April 21st at 7:00 p.m.

7. PUBLIC PARTICIPATION

Mr. Al Guarisco – 709 Randall Avenue – asked Council to rename Van Avenue to the name that is was supposed to be which was Van Nette Avenue. He handed out some information about Mr. Van Nette. (handout is spread out upon these minutes)

Mr. Willie Williams – 1413 Pollard Road - spoke regarding the Boys and Girls Club..

Mrs. Denise D’Oliviera – S.E.E.D.S. - spoke regarding adding more display boards for banners.

Ms. Jolee Havard – 2603 Main Street – spoke regarding the brightly painted skating rink in front of her house.

Mr. David Preston – 500 Grant Street - spoke regarding the Hwy 90 washout from the heavy rain.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS:

- a.) Acceptance of Streets and Drainage / Estates of Tiawasse Subdv. /Resolution 2009-21
- b.) Acceptance of Streets and Drainage / Dunmore Subdv,
Phase One. /Resolution 2009-22
- c.) Acceptance of Streets and Drainage / Yancey Branch Woods
Subdv. Unit II. /Resolution 2009-23
- d.) Fiscal Year 2009 Honor Flight South AL Contribution. /Resolution 2009-25
- e.) Authorize Application for COPS Grant. /Resolution 2009-26

MOTION BY Councilwoman Barnette to waive the reading of Resolution 2009-21, 2009-22, and 2009-23. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Resolutions 2009-21, 2009-22 and 2009-23. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to waive the reading of Resolution 2009-25. *Seconded by Councilman Burnam.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION By Councilwoman Barnette to adopt Resolution 2009-25 with the amount of \$5,000. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to waive the reading of Resolution 2009-26. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Resolution 2009-26. *Seconded by Councilman Palumbo.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES:

2ND READ

- a.) Appropriations of Funds: Solid Waste Worker Senior Classifications. /Ordinance 2009-15
- b.) Appropriation Capital Reserve: Trione Soccer and Football Complex Phase I /Ordinance 2009-16
- c.) Rezone: Howard Company / NE of the Intersection of Guarisco and Trione Streets /Ordinance 2009-18
- d.) Revision to Zoning Map. /Ordinance 2009-19

1ST READ

- e.) Declaration of Emergency & Appropriation of Funds: Marchand Avenue. /Ordinance 2009-20
- f.) Council Rules of Procedure. /Ordinance 2009-21

MOTION BY Councilman Scott to waive the reading of Ordinance 2009-15, 2009-16, 2009-18 and 2009-19. *Seconded by Councilman Palumbo.*

AYE ALL IN FAVOR NAY NOPPOSED MOTION CARRIED

MOTION BY Councilman Scott to adopt Ordinance 2009-15. *Seconded by Councilman Yelding.*

Councilwoman Barnette stated that she would like to receive the numbers and cost when adjustments are made to positions.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Scott to adopt Ordinance 2009-16. *Seconded by Councilman Burnam.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Ordinance 2009-18. *Seconded by Councilwoman Barnette.*

Councilwoman Barnette stated that this received a unanimous favorable recommendation from the Planning Commission.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Ordinance 2009-19. *Seconded by Councilwoman Barnette.*

Councilwoman Barnette stated that this is the six months update of the zoning map and received a unanimous favorable recommendation from the Planning Commission.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Yelding to suspend the rules to consider Ordinance 2009-20. *Seconded by Councilwoman Barnette.*

ROLL CALL VOTE

Yelding	Aye	Scott	Aye
Barnette	Aye	Boulware	Aye
Lake	Aye	Palumbo	Aye
Burnam	Aye		

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to waive the reading of Ordinance 2009-20. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Ordinance 2009-20. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCE 2009-21 WAS MADE 1ST READ.

Councilman Palumbo asked that the Rules of Procedure be amended to reflect that all Public Hearings will be set by a majority of votes by Council.

8. COUNCIL COMMENTS

Councilwoman Barnette stated regarding Altapointe that it was important that the public participate, and that they be a part of the process. She commented regarding the Boys and Girls Club stating that the city's part in this is to find funds to help them, not set the Board of Directors. She encouraged the board to get with Mr. Williams to work it out. Councilwoman Barnette said that the Easter Egg Hunt was great, and a constituent told her that she was proud to live in Daphne because of events like these. She gave kudos to the Recreation staff for the event.

Councilman Scott stated that these type of events gives a sense of community. He stated that the city is responsible for the Highway 90 & Hwy 181 blowout and for the Sehoj blowout. They are putting bigger culverts on Hwy 90 and, hopefully, this will fix the problem.

Councilman Boulware thanked the Council for contributing to and proclaiming May 6th as Honor Flight South Alabama Day, because his grandfather served under General Patton during the war. Councilman Boulware visited the memorial when he was in Washington a few weeks back, and said the veterans are in for a treat. He said this was a great thing that they did in contributing toward getting the veterans to Washington.

Councilman Palumbo stated that his father was in World War II in the Pacific theater. He also visited the monument. He said that the monument was built with private funds, and that the government did not contribute toward it. He said that Senator Bob Dole headed up raising funds for it, and it is now maintained by the government. He commented on banners around the city stating that there is a provision in the Land Use ordinance which allows banners on the last weekend of the month. He stated that he saw on one of the display boards an event that was from out of town. He thinks the boards should be reserved for city events. He announced that Music Under the Stars was coming up in the next several weeks which will be at city hall, and also the Zydeco Festival is not far off.

Mayor Small thanked the Rotary Club and the High School Activity Club for their help with the Easter Egg Hunt. He said that this was the 14th event, and that it was great. The city helped sponsor the event along with the Baldwin County Commission. He thanked the Council members that came out for the Girls Softball Showdown which helped raise money for the girls teams.

Council President Lake stated that they have a memorial at the Battleship that the city sponsored, and that the Vietnam vets needed to be appreciated. He stated that since next year will be the 15th year for the Easter Egg Hunt it would be nice if they recognize John Gonas who started the Easter Egg Hunt.

APRIL 6, 2009
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

11

MOTION BY Councilwoman Barnette to adjourn. *Seconded by Councilman Boulware.*

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 8:15 P.M.

Respectfully submitted by,

David L. Cohen,
City Clerk, MMC

Certification by Presiding Officer:

Ron Scott
Council President

Date & Time Signed: _____

"His latest honor comes from the American Red Cross. He is chairman of the Central Baldwin Chapter which is one of the most active in Alabama. Last week his chapter received an honorary certificate 'for distinguished achievement' in connection with the 1941 Red Cross Roll Call. He had a lot of help getting 555 members to enroll but he was the guiding spirit behind the efforts. His efforts to help his fellowman in any way possible is a living example of unselfish American patriotism."

March 27, 1941—Angelo A. Corte

"Angelo A. Corte, since 1896 a leading citizen of Baldwin County, died Thursday night, March 13.

"In his 74 years of active life, Mr. Corte contributed as much or more to the development of this county as any other man. Coming to the Belforest-Daphne district in 1896, he started farming in a meager sort of way on a 40-acre tract of land. Since then, by hard work and intelligent planning, and with the aid of six sons, he has built an agricultural empire.

"Corte and Irish potatoes have long been synonymous terms to many people because of the leading role that family has taken in developing potato production in Baldwin County.

"Yes, this county is greatly indebted to such families as the Cortes, Bertollas, Mancis and others. They have done much to bring it as far as it has come in the agricultural world.

"In the passing of A. A. Corte, Baldwin has a great loss. But of the many things for which we have to thank Mr. Corte, one of the most important is the fact he left a fine heritage in his sons and daughters who will carry on the fine work he started way back in 1896."

April 17, 1941—A Leader Passes

"An interesting character was lost to Baldwin last week with the passing of Brog Nard Van Nette of Daphne at the age of 91. Mr. Van Nette followed his wife who died only a few months before.

"To those who knew him, Brog Nard Van Nette was a rare individual. Twenty-seven years ago his search for a home amid peaceful surroundings in which to spend his declining years was rewarded upon the discovery of

somnolent Daphne on the shores of Mobile Bay.

"Here cloistered among his books, flowers and gardens, he and his wife found contentment. Active almost up until the time of his death, Mr. Van Nette was a keen student of economics, history and current affairs.

"The many friends who visited his home were charmed by his cultured manner. Here they received food for thought from his almost inexhaustible supply of facts about almost any subject, which he had retained from his reading and travel.

"Daphne and the surrounding community have been extremely unfortunate during recent months in the loss of some of its founders and most prominent citizens.

"Baldwin has been saddened in the passing of her leaders but the work they have begun and the influence on the lives of those with whom they came in contact, will be perpetuated."

Sept. 4, 1941—Millions Being Slaughtered

"Seven million men have already been killed in the present world conflict, according to news articles ... And still no end is in sight for stopping this slaughter of human beings And yet we call this a civilized world ... The whole thing seems so foolish, so unnecessary ... Yet, not but one human being can stop it ... That being the beast who started it ... And we also know he has no intentions of stopping it until he gets what he wants, the price in human beings being no consideration to him ... As he has no intentions of stopping the horrible war, it is up to the rest of the world, which includes us as individuals, to stop him ... Thus the casualty list is apt to double, or more, before we see peace ... Through it all we must not lose our optimism and hope for final victory and peace."

Dec. 10, 1941—The Four Horsemen

"The four horsemen are on the loose once more.

"War, disease, hunger and death.

"It is easy for many to remember their ravages of the great World War No. I.

Remember the suffering, the broken bodies, the broken lives, broken

City of Daphne, Alabama
Office of Mayor

PROCLAMATION

National Telecommunicator's Week April 12, 2009 – April 18, 2009

WHEREAS, emergencies can occur at anytime that require police services and

WHEREAS, when an emergency occurs, the prompt response of police officers is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens, who telephone the Daphne police communications center; and

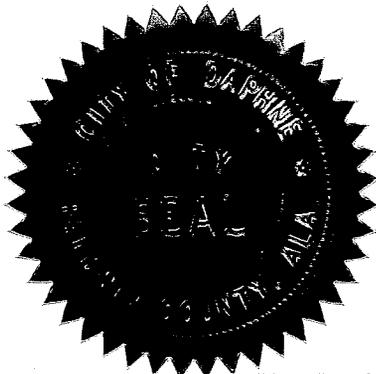
WHEREAS, Public Safety Dispatchers are the single and most critical contact our citizens have with emergency services, and the Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

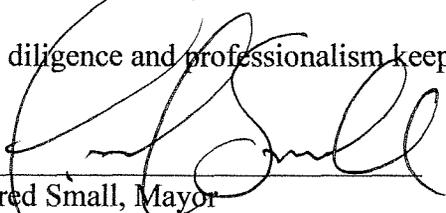
WHEREAS, Public Safety Dispatches of the Daphne Police Department have contributed substantially to the apprehension of criminals and each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

Now, Therefore, Be It Resolved that the Mayor and City Council of the City of Daphne do hereby proclaim the week of April 12-18, 2009:

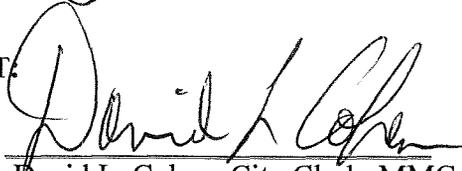
National Telecommunicator's Week

In honor of the men and women whose diligence and professionalism keep our city and citizens safe.




Fred Small, Mayor

ATTEST:


David L. Cohen, City Clerk, MMC

**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
FINANCE COMMITTEE MINUTES
April 13, 2009
4:00 P.M.**

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:00 pm. Present were Chairman Derek Boulware, Councilman Bailey Yelding, Finance Director Kim Briley, Senior Accountant Suz anne Henson and Accountant Donna Page.

Councilman Ron Scott was absent.

Also in attendance were Public Works Director Bill Eady, Human Resources Director Sharon Cureton, Revenue Officer Cornell Smith, Recreation Director David McKelroy, Building Maintenance Supervisor Frank Barnett and Parks Supervisor Dwayne Cooley.

II. PUBLIC PARTICIPATION

Mr. Kevin Spriggs, Daphne business owner, discussed some ideas to potentially save the City money during this economic downturn, such as stopping the recycling program and posting the Jubilee Breeze on the internet. He also questioned spending over \$100,000 for plans. He noted that he would rather see programs such as these cut instead of not paving roads or laying off policemen or firemen.

III. HUMAN RESOURCES BUSINESS

Ms. Sharon Cureton presented a Human Resources department activity update in the Committee packet. She stated that her department had also just completed their move to their new offices in City Hall.

IV. ISSUES REQUIRING ACTION BY CITY COUNCIL

A. Appropriation Requests

1. MUNIS Financial Software Upgrade - \$18,712

Ms. Suz anne Henson stated Finance and Human Resources are currently using a 2005 version of MUNIS, which has just received notification that there would be limited software support due to the age of this version. There has been a plan to upgrade the software which required a new server (old server is 6 years old) and a new server has already been purchased but due to future needs for the Personnel module and recent software version upgrades the software company has requested that future upgrades change to a different format that requires additional upgrades to the new server. Ms. Henson presented the cost estimate of \$18,712 to upgrade to the current version. Ms. Henson noted that this includes \$2,000 to upgrade to a Sequel server, \$11,812 for software upgrades and technical labor to upgrade, and \$5,000 for Disaster Recovery Services, which is highly recommended due to our location and chances of hurricanes. Ms. Henson noted that included in the packet is a narrative of how the City of Biloxi, MS utilized this Disaster Recovery Service during Katrina to process payroll. It was discussed that the City's Auditors have emphasized the need to have a plan in place in case of a disaster.

Motion by Mr. Yelding to recommend Council adopt an ordinance appropriating \$18,712 to upgrade the MUNIS financial software. Seconded by Mr. Boulware. All in favor.

2. City Hall Building Generator Maintenance - \$16,666

Mr. Frank Barnett discussed the generator maintenance quote. He noted that, with the City's investment in the Generator (\$97,420) and switches, it would be best to have the service contract. Mr. Barnett noted that not having certified technicians work on the generator could void any warranty. Mr. Barnett explained that this would extend the warranty from one to five years, and would guarantee qualified maintenance and repairs if needed. Ms. Briley noted that the purchase of the generator was part of the building cost, but maintenance is not.

Motion by Mr. Boulware to recommend Council adopt an ordinance appropriating \$16,666 for the City Hall Building Generator Maintenance Contract. Seconded by Mr. Yelding. All in favor.

3. Museum Painting - \$5,000

A request from the Buildings and Property Committee to paint the Daphne Museum was presented. Mr. Barnett stated that the building had peeling paint and exposed wood. It was discussed that the building does need the paint now, but that it is over 100 years old and is generally not in good condition. The Committee members recommended that the Mayor get a professional comprehensive evaluation of the needs of the building and report back to the Buildings and Property Committee.

Motion by Mr. Yelding to recommend Council adopt an ordinance appropriating \$5,000 to paint the Daphne Museum and awarding the contract to MCP Painting and Drywall. Seconded by Mr. Boulware. All in favor.

4. Street and Road Infrastructure Projects - \$500,000

Mr. Boulware noted that the Council had approved a proposed plan for the City's street and road projects and had identified 11 high priority projects. The next step is to put a plan in place for the annual funding of the projects. It was noted that the total cost of the projects will be \$ 10.6 million. Mr. Boulware stated that he would like to see the City commit to \$ 500,000 annually. Mr. Boulware suggested that the immediate funding could come from: \$125,000 Gas Tax and \$375,000 Capital Reserve, but it was noted that the exact annual funding source would be determined with the adoption of the budget. Ms. Briley reminded the committee of the encumbered funds (200,000) available for resurfacing. Mr. Boulware stated that he has been in contact with Congressman Bonner to pursue the avenue of possible federal support, and thinks it is important to have our plan in place to indicate our commitment to the projects. This may help secure federal monies.

Motion by Mr. Boulware to recommend Council adopt an ordinance establishing annual funding in the amount of \$ 500,000 for Street and Road Infrastructure Projects within the City of Daphne . Seconded by Mr. Yelding. All in favor.

B. Pre-Paid Travel – David L. Cohen – AL League of Municipalities, Montgomery AL, May 2 – 4, 2009 - \$105.000

Motion by Mr. Yelding to recommend to Council to adopt a resolution approving pre-paid travel for David L. Cohen – 2009 AL League of Municipalities Convention – Montgomery AL – May 2 - 4, 2009 - \$105.00. Seconded by Mr. Boulware. All in favor.

C. Bids:

1. 2009-N-ASPHALT

Three bid invitations were mailed, with two sealed bids received. Ms. Henson noted that this is an annual bid for various repairs and roadwork and that there is little change from the last bid. Mr. Eady recommended the lowest bid received from Mobile Asphalt Company LLC be accepted.

2. 2009-O-ROCK

Four bid invitations were mailed, with three sealed bids received. Mr. Eady recommended the lowest bid received from Martin Marietta Aggregates be accepted.

Motion by Mr. Yelding to recommend to Council to adopt a resolution awarding the following bids:

- 1. 2009-N-ASPHALT as bid to Mobile Asphalt Company LLC***
- 2. 2009-O-ROCK as bid to Martin Marietta Aggregates***

Seconded by Mr. Boulware. All in favor.

D. Motion Requests:

1. Fireworks Display Contract - \$15,000

Ms. Briley stated that this is a budgeted item.

Motion by Mr. Yelding to recommend to Council to authorize the Mayor to sign Fireworks Display Contract with Pyrotecnico in the amount of \$15,000. Seconded by Mr. Boulware. All in favor.

2. Boys & Girls Club – May 2009 - \$1,667

It was discussed that the current contract is through April only, and needs to be extended through May 2009.

Motion by Mr. Yelding to recommend to Council to approve extending the Boys & Girls contract through May 2009 in the amount of \$1,667. Seconded by Mr. Boulware. All in favor.

3. SARPC Pro-Rata Share - \$12,943

The revised pro-rata share of the FY 2009 South Alabama Regional Planning Commission operating budget was presented. Mr. Boulware questioned whether we may be paying for overlapping services between SARPC and Blueprint for Tomorrow.

Motion by Mr. Yelding to recommend to Council to approve the SARPC Pro-Rata Share in the amount of \$12,943. Seconded by Mr. Boulware. All in favor.

E. Declare City Equipment Surplus

A schedule of surplus equipment was presented.

Motion by Mr. Yelding to recommend to Council to adopt a resolution declaring the equipment presented surplus and authorizing the Mayor to dispose of such equipment. Seconded by Mr. Boulware. All in favor.

F. 2009 Sales Tax Holiday

Information on the 2009 Sales Tax Holiday scheduled for August 7 -9, 2009 was presented. It was noted that the City has participated each year.

Motion by Mr. Boulware to recommend to Council to adopt a resolution authorizing the City to participate in the 2009 Sales Tax Holiday, August 7 – 9, 2009. Seconded by Mr. Yelding. All in favor.

G. Discuss Issuing New Credit Card for Court Personnel for Training

A request from Judge Doyle for a credit card to be used by Court personnel during out-of-town training was presented.

Motion by Mr. Yelding to recommend to Council to adopt a resolution authorizing the issuance of a credit card to Court personnel for use during out-of-town training . Seconded by Mr. Boulware. All in favor.

V. CURRENT BUSINESS

A. City Hall Furnishings for Atrium / Hallway & Fountain Area - \$50,000

A request from the Buildings and Property Committee to furnish the atrium / hallway and fountain areas of City Hall at a cost of \$50,000 was discussed. The Committee questioned the need for this now given the current economic situation; recommendation that this request be put on a work session agenda for discussion by full council.

B. Trione Sports Complex Lighting - \$497,500 / 7 Year Lease - \$78,223 /Yr

The request for lighting for the Trione Sports Complex was discussed. Mr. McKelroy stated that to get the maximum use of the facility for our citizens and to attract tournaments, etc., we would need lighting. The Committee members noted that we have already spent over \$800,000 on this complex and this is probably as far as we can go at this time. It was agreed that this request should be sent to a work session of the Council.

C. Authorize Release of Funds to BRAG - \$50,000

It was discussed that the release of funds to BRAG should be put on hold for further evaluation.

D. Public Works Garbage Trucks - \$50,000 / Annual Lease Each

Mr. Eady brought up the immediate need for new garbage trucks. Out of four trucks, only one is currently working. He reported that \$235,000 was spent last year on non-essential repairs of these garbage trucks, and a new one can be leased for \$50,000 per year. Ms. Henson reported that this would have to go out for bid. Discussion was made to add this to the Special Finance Committee meeting agenda scheduled for May 4, 2009.

E. Civic Center Chiller Repair \$ 1,872

The Buildings and Property Committee referred this to the Finance Committee. Ms. Briley stated this could come out of building maintenance funds already appropriated.

VI. FINANCIAL REPORTS

A. Treasurer's Report: March 31, 2009

The Treasurer's Report totaling \$21,409,023.22 was presented.

Motion by Mr. Yelding to accept the Treasurer's Report as of March 31, 2009, in the amount of \$21,409,023.22. Seconded by Mr. Boulware. All in favor.

B. Sales and Use Taxes: February 28, 2009

Sales and Use Tax Collected for February 2009	- \$ 748,422
Sales and Use Tax Budgeted for February 2009	- \$ 865,626
Under Budget (for February)	- \$ (117,204)

YTD Budget Collections Variance - Under Budget - \$ (400,859)

C. Lodging Tax Collections, February 28, 2009

The Lodging Tax Collections report shows \$46,699.01 collected for February 2009.

D. Preliminary General Fund Statement of Revenues & Expenditures – February 28, 2009

A preliminary General Fund Statement of Revenues & Expenditures as of February 28, 2009 showing an unreserved fund balance of \$11,775,912 was presented.

The City's financial position was discussed. Ms. Briley noted that sales tax collections were down as well as permits and business licenses, but that ad valorem was strong. She stated that we need to be concerned and continue to monitor monthly. It was discussed that expenditures are down about \$ 100,000 from this time last year. Mr. Boulware stated that we need to continue to spend cautiously. Mr. Boulware expressed concerns over appropriation request and the status of the City's financials. Mr. Boulware asked Ms. Briley to discuss the current Financial Reports and City expenditures. Discussion was made that departments are continuing to watch budget numbers and spend conservatively and this is important. Ms. Briley noted that Council has stated that Streets and Roads are a priority but careful attention needs to be paid to the grants approved because recent grants approved have not been for streets and roads and they are requiring significant matches that are not budgeted.

E. Report: New Business Licenses – March 2009

A report showing new businesses licensed in the City and closed in the City for the month of March was presented.

F. Bills Paid Reports – March 2009

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

VII. ADJOURN

The meeting was adjourned at 5:10 p.m.

Fred Small
Mayor

Sharon Cureton
Human Resources Director



Sherree Hilburn
Payroll and Benefits
Coordinator

Vickie Hinman
Human Resources Assistant

The Jubilee City

April 8, 2009

HUMAN RESOURCES DEPARTMENT ACTIVITY UPDATE

Jobs Announced (Jan. to present)	Apps Received	Status
Fire Fighter	65	9 hired, Start Date 4-23-09
Corrections Officer	78	23 took Written Test 3-30-09 12 Scheduled for Orals 4-20-09
Library Aide	76	Applicant Hired
Volunteer Coordinator	1	Applicant Hired
PSW-Grounds	2	Employee Transferred 2-12-09
PSW Sr.-Sports	4	Employee Promoted 3-12-09
Youth Club Director	18	Job Not Funded
Youth Club Assistant Director	6	Job Not Funded
Youth Club Program Coordinator	2	Job Not Funded
Youth Club Van Driver	2	Job Not Funded
Mechanic (Heavy Eqmt)	8	Applicant in hiring process

Training

Leadership Academy

First Wednesday of every month 8-10 a.m. Jan-Dec, 2009

Leadership Academy Makeup Sessions (from missed 2008 sessions)

First Thursday of every month 8-10 a.m. March –August, 2009

Safety Meetings

Last Wednesday of every month 8:15 a.m. Jan-Dec, 2009

New Employee Orientation

12:30 April 2, 2009

Recently Completed Projects

Updating forms and employee notification on new COBRA legislative changes

Moving to new offices April 6-7, 2009

Kronos Timekeeping – completed implementation, transitioned to Global Support which is included as part of the annual maintenance cost.

Human Resources Department
P.O. Box 400 Daphne, Alabama 36526
Phone: (251) 621-3075 Fax: (251) 621-4506

Transferring employees to temporary assignments to cover vacancies

Upcoming Events and Projects

1. South Alabama Regional Planning Commission (SARPC) Job Fair April 24, 2009
Mobile Civic Center
2. Correctional Officer Testing Written Test March 30, Oral Interviews April 20
3. Employee Service Awards April 29, 2009 City Hall
Recognizing employees with 5, 10, 15, 20, and 25 years of service
4. Researching insurance plans and costs for upcoming budget year
5. Updating new COBRA policy posters and forms from changes recently passed by Congress
6. Ongoing department reminders on evaluation due dates
7. Quarterly random drug test April 2009
8. Planning for Benefits Fair July 29, 2009
9. Processing new hire paperwork for 9 Fire Fighters

Please check out our website for updated information on training opportunities, job announcements, personnel policies and forms! www.daphneal.com/hr

Signature

Date

[Handwritten Signature]
[Handwritten Date: 4-6-09]

MUNIS UPGRADE TO SEQUEL SERVER AND V. 6 - COST ESTIMATE

Upgrade to Informix Database is required, IBM will end support for the current version in 2009. First year maintenance for Informix licensing is included in the upgrade price, it will be billed annually thereafter

Service Description:	Cost
QUOTE #10723 (SEQUEL)	
Sequel CPU License	4,537.00
Database Conversion	3,000.00
Upgrade 4J's to Site License <i>(Unlimited # Users)</i>	2,375.00
OSDBA TECH - travel cost for conversion (hotel/travel/meals)	1,800.00
	11,712.00
Disaster Recovery Services	5,000.00
Total	16,712.00
Server Upgrade to accommodate Sequel operating system	2,000.00
Total	18,712.00

MUNIS Disaster Recovery Services: A Sound Investment

Who

City of Biloxi, MS
Incorporated: 1956

Goal

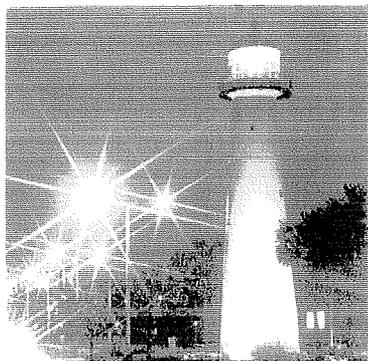
Process payroll and get
systems on track

The Issues

- Hurricane Katrina has paralyzed the city
- No power or access to systems
- Payroll needs to be processed

The Solution

MUNIS ERP
software and services



Client Profile

Disasters happen. When one strikes, you need a viable recovery plan to implement, to get you back on your feet. Many MUNIS customers have found a simple solution to planning for the unexpected—MUNIS Disaster Recovery Services.

Take the City of Biloxi, Mississippi, a MUNIS customer since 2003. Rich in history, this city has become a haven for tourists thanks to a booming waterfront casino industry and a warm climate. Its location along the Gulf Coast also makes Biloxi a city that is far too familiar with hurricanes and tropical storms.

With its long history of powerful storms, most notably Hurricane Camille in 1969, Biloxi chose MUNIS Disaster Recovery Services when selecting software and services from Tyler. "The Information Systems Manager, Randy Manning, saw value in an automated, off-premises data backup service and city officials agreed to make that part of the MUNIS package," stated Tom Reno, Database Manager for the city.

Two and a half years later they realized just how wise their decision had been.

Timeline

The following is a timeline of events that occurred before, during, and after Hurricane Katrina hit:

PREVENTATIVE MEDICINE

Day -5 August 24, 2005

Even before Hurricane Katrina strikes the Gulf Coast, the MUNIS Disaster Recovery team moves into action. The team proactively calls the client sites most likely to be impacted by the storm, and offers advice and review plans.

DISASTER STRIKES

Day 0 August 29, 2005

Hurricane Katrina hits the Gulf Coast. The hurricane causes unprecedented destruction to the region, leaving Biloxi particularly hard hit.

Day 1 August 30, 2005

No word from Biloxi.

Day 2 August 31, 2005

Still no word from Biloxi.

tyler
TECHNOLOGIES

Spoke w/ Tom Reno, IT
@ Biloxi (tren@biloxi.ms.us)
Highly Recommends Disaster
Recovery Services
228-435-6312

DISASTER RECOVERY IN ACTION

Day 3 *September 1, 2005*

Mr. Reno is able to reach the MUNIS ASP Systems support team via cell phone at 3:00 PM EST to declare a disaster on behalf of the City of Biloxi. He reports that although the City was hit hard by the storm, their City Hall is still standing. The City Hall Annex, where the information systems department was located, received two feet of water from the tidal surge. The City's MUNIS server was not impacted, but they have no water, no power, and the office is covered with a layer of mud and sludge, making it impossible to operate from that location. They have begun to set up temporary facilities in the Community Development auditorium. However, payroll is due the following Tuesday and the direct deposit file needs to go to the bank the next day. With no electricity or access to systems, it is impossible for Biloxi to run payroll on their own.

From the phone call Mr. Reno discovers that the MUNIS team has already set the recovery process in motion, having anticipated a disaster declaration from the City. As he explained afterward, "The MUNIS team had already reconstituted the Biloxi MUNIS database on their servers, anticipating that Biloxi would need to use the Disaster Recovery Service. A base payroll was discussed with a follow-up call planned for the next day."

MAKING PAYROLL

Day 4 *September 2, 2005*

Biloxi's payroll is completed at Tyler's Falmouth office thanks to the MUNIS Disaster Recovery team, but the bank is not able to process the files. The MUNIS team calls the Federal Reserve to find out if there are any alternate processing facilities for the bank. MUNIS team members learn that the bank must first declare a disaster before being able to process elsewhere. The team verifies with the bank that they are not processing.

"When the follow-up call was made, Tyler had already processed the payroll. With no package delivery or postal service available in Biloxi, Tyler found a UPS store in Mobile, Alabama that would accept delivery and hold the package for pickup. The payroll department was able to verify checks and do an early payroll distribution," stated Mr. Reno.

Day 7 *September 5, 2005*

The City of Biloxi picks up paychecks in Mobile. By allowing the MUNIS Disaster Recovery team to run the City's payroll on schedule, there is one less burden on the City as it works to get back on track. Getting payroll out on time in the wake of a major disaster like Katrina creates a positive ripple effect. Paid employees now have money to spend in the community, and thus the recovery process is underway.

GETTING BACK ON TRACK

Day 14 *September 12, 2005*

By this point, Biloxi has been able to configure a temporary data center. Tyler's MUNIS team prints one more set of checks while the City waits for equipment to arrive.

According to Mr. Reno, "Although the City's Information Systems team was able to partially restore the City network within the next two weeks [following Hurricane Katrina], a combination of fluctuating power, a break in the fiber backbone, and damaged check processing equipment prompted the payroll department to call on MUNIS Disaster Recovery Services to process another payroll, which was promptly processed and delivered. This allowed the City time to receive replacement check processing equipment that was damaged by the hurricane. The equipment order was placed through Tyler Form Processing, and processed with deliberate speed."

Mr. Reno continued, "Once the City network was fully restored and stabilized, Tyler's MUNIS OS/DBA team helped with a restoration of the database. The Disaster Recovery team helped with some follow-up processing on our local server."

A WORTHY INVESTMENT

"In the aftermath of Hurricane Katrina, Tyler's MUNIS Disaster Recovery Services proved its worth to the City," stated Mr. Reno. "During this time, everyone at Tyler showed genuine concern for our community. All requests were handled professionally and quickly. The MUNIS Disaster Recovery team provided the service that the City hoped for when the plan was implemented."

Clearly, Tyler's MUNIS Disaster Recovery Services is a sound investment.

Friday, April 3, 2009

10:00 a.m.

City of Daphne

City Hall

Committee

Councilman John Lake, Chairman-Absent

Mayor Fred Small

Councilman August A. Palumbo

Sandra Morse, Director Daphne Civic Center

Richard Merchant, Buildings Inspector

Frank Barnett, Maintenance Supervisor

Minutes

* **City Hall Furnishing-Finance Committee Request**

The Committee discussed the need to finish furnishing the atrium and hallway in City Hall and the fountain area in front of City Hall. **Motion** by Councilman Palumbo to fund the favorable request from the Buildings and Property Committee of \$50,000.00 to complete the furnishing need at City Hall. **Seconded** by Mayor Small. **Motion Approved.**

Civic Center Chiller Noise Study

Mr. Frank Barnett, Public Works Department provided the committee with a study that was conducted by the Daphne Police Department of the noise levels of the chiller behind the Daphne Civic Center. The reports showed not readings above 60 decibels. The study was conducted after two complaints were made by area residents. Mr. Barnett stated that the cost to replace the wood face on the generator enclosure at the Civic Center with sound deadening block is @\$10,128.00 and the cost to completely rebuild the enclosure is \$19,430.45. There was no action taken.

* **City Hall Generator Warranty, 5 Year Maintenance Contract, and Transfer Switches-Finance Committee Request**

Mr. Frank Barnette discussed the Generator Preventative Maintenance contract, the Extended Warranty on the generator, and the Transfer Switches for the generator at City Hall. The Committee discussed the pros and cons of the contracts. **Motion** by Mayor Small to recommend to the Finance Committee to fund the amount for the Preventative Maintenance Contract, the Extended Warranty Contract for the generator, and two (2) transfer switches in the amount of \$16,665.54. **Seconded** by Councilman Palumbo. **Motion Approved.**

* **Emergency Repair at Civic Center-Finance Committee Request**

Mr. Frank Barnette discussed a bill from Comfort Systems for emergency repairs at the Civic Center. Due to electrical problems with Riviera Utilities of which they would call an act of nature the Civic Center chiller went down. The problem was an external shut down caused by the starter on the pump being out. The event was during the Shadow Barron's Ball. The bill for the repair is \$1,871.41. **Motion** by Mayor Small to request funding for the repair from the Finance Committee. **Seconded** by Councilman Palumbo. **Motion Approved.**

LED Lights

Mr. Frank Barnett discussed his research of LED lights to reduce maintenance costs and utility costs. The Committee requested that Mr. Barnette present this information for the 2010 budget year.

COST OF EQUIPMENT

Generator	\$97,420.00
Transfer switches	
City Hall	\$19,063.00
Chiller	\$9,503.00
	<hr/>
	\$125,986.00

COST OF WARRANTY

Maintenance 5 year	\$7,560.54
Extended warranty; Generator	
And two transfer switches	\$9,105.00
	<hr/>
	\$16,665.54

Balance due in full by May 27, 2009

If maintenance is not done by qualified
personnel warranty could be voided.

Kossen

EQUIPMENT, INC.

www.kossenequipment.com

CORPORATE OFFICES

P.O. Box 7
Clinton, MS
39060-0007

MISSISSIPPI
6005 N. McRaven Rd.
Jackson, MS
39209-9631

PHONE
601.922.4444
FAX
601.922.0800

BRANCH OFFICES

NORTH ALABAMA
3779 Pine Lane, SE
Bessemer, AL
35022-5642
PHONE
205.428.1130
FAX
205.428.1125

SOUTH ALABAMA & FLORIDA PANHANDLE
6425 Old Rangeline Rd.
Theodore, AL
36582-5230
PHONE
251.443.8402
FAX
251.443.8489

NORTH LOUISIANA
4910 Hazel Jones Rd.
Bossier City, LA
71111-5321
PHONE
318.742.4442
FAX
318.742.4447

SOUTH LOUISIANA
6547 Pecue Lane
Baton Rouge, LA
70817-4426
PHONE
225.751.4410
FAX
225.751.1344

April 2, 2009

Mr. Frank Barrett
Daphne City Hall

Via Fax 251-621-3189

Dear Frank,

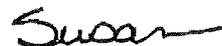
As per our conversation this morning, here is the information you requested on the transfer switches for the generator at Daphne City Hall.

(1) Service Entranced Rated Automatic Transfer Switch
TS 883A2000B1AE2ARQAA \$19,063.00

(1) Kohler Model Automatic Transfer Switch
KCS-DCTC-1000S \$9,503.00

These prices are for the switches only and does not include the freight, labor and start-up costs that were paid. Please feel to contact me if you have additional questions.

Thank you,



Susan McClendon

KOSSEN EQUIPMENT, INC.
Power Systems Sales – Mobile, Alabama
Ph: (251) 443-8402 Fax: (251) 443-8489

Kossen EQUIPMENT, INC.

www.kossenequipment.com

February 13, 2009

CORPORATE OFFICES

P.O. Box 7
Clinton, MS
39060-0007

MISSISSIPPI
6005 N. McRaven Rd.
Jackson, MS
39209-9631

PHONE
601.922.4444
FAX
601.922.0800

BRANCH OFFICES

NORTH ALABAMA
3779 Pine Lane, SE
Bessemer, AL
35022-5642
PHONE
205.428.1130
FAX
205.428.1125

SOUTH ALABAMA &
FLORIDA PANHANDLE
6425 Old Rangeline Rd.
Theodore, AL
36582-5230
PHONE
251.443.8402
FAX
251.443.8489

NORTH LOUISIANA
4910 Hazel Jones Rd.
Bossier City, LA
71111-5321
PHONE
318.742.4442
FAX
318.742.4447

SOUTH LOUISIANA
6547 Pecue Lane
Baton Rouge, LA
70817-4426
PHONE
225.751.4410
FAX
225.751.1344

Mr. Frank Barnett
C/o Daphne City Hall
1705 Main Street
Daphne, AL 36526

Ph (251) 621-3182
Fax (251) 621-3189

**RE: QUOTATION FOR EXTENDED WARRANTY ON KOHLER
GENERATOR MODEL 400REOZDD, s/n 2174546**

Dear Mr. Barnett,

We are pleased to provide a pricing agreement on the above referenced services for the system installed at your facility.

Today's net pricing on Five Year Comprehensive Warranty would be \$9,105.00. Kossen defines this warranty as:

Five Year Comprehensive Warranty - provides coverage of parts and labor for the five (5) years following start-up of equipment. Your complete coverage offers:

- One source to call for any repair or service needs.
- Assurance of Kohler factory authorized personnel using OEM parts.
- Priority response over non-warranty customers.
- No deductibles or partial coverage.
- One single, one-time price - that protects you from increases in the estimated ten percent increase each year - in labor rates, parts prices, rising fuel and oil prices over the five-year period.

For acceptance of today's price, we will need a signed response and full payment, or a purchase order before the deadline date of May 27, 2009. Taxes apply where applicable. The prices listed will expire ninety - days from the above date. If this opportunity is missed, please call me for the current rates.

If accepted, please sign and return with payment as soon as possible so we can order the extended warranty with Kohler Company.

KOSSEN EQUIPMENT, INC.

Heather Ellis

Mobile, Alabama
Ph: (251) 443-8402
Fax: (251) 443-8489
Email: hellis@kossenequipment.com

Accepted By/Date _____

Extended Warranty

Kossen Equipment offers the security of a five year extended warranty



Your KOHLER Generator comes with a one-year warranty covering engine components, generator components and your automatic transfer switch. Is one year long enough? Are you prepared to pay hundreds or thousands of dollars for repairs if there are problems after the first year?

Kossen Equipment is proud to offer a **Five Year Extended Warranty** program that can extend your standard warranty coverage. With our Extended Warranty, you can relax, knowing that you're covered in the event of a problem.

With a **Kossen Extended Warranty**, you can have:

- ⚡ A single source to call for any repair or service needs for a full five years
- ⚡ Assurance of Kohler factory authorized personnel performing all repairs using OEM parts
- ⚡ In the event of a widespread disaster, priority response over non-warranty customers
- ⚡ Complete coverage on all parts, labor, travel and mileage for service relating to defects in material and workmanship for five years
- ⚡ On-site repair service
- ⚡ No deductibles or partial coverage
- ⚡ A single, one-time price that protects you from increases in labor rates, parts prices, and fuel/mileage charges over the five-year period

Your **Kossen Extended Warranty** covers ALL failures resulting from defects in material and workmanship, including but not limited to:

Engine Components

- Air Intake System
- Exhaust System
- Cooling System
- Engine Electrical System
- Starter System
- Battery
- Block Heater

Generator

- Rotor, Stator, Exciter Field
- Circuit Breaker
- Bearing
- Fan
- Adaptor Plates
- Voltage Regulator

Generator Controls

- Digital Controller
- Logic Circuit Boards
- Gauges/Meters
- Alarm Horn

Engine Mounting System

- Skid Base
- Sub Base Fuel Tank

Automatic Transfer Switch

- Logic Circuit Boards
- Contactor
- Exerciser Clock
- Coils

Give us a call today at (601) 922-4444 for a free estimate. If you wait, you could be too late!

Kossen
EQUIPMENT, INC.

KOHLER
GENERATORS

www.KossenEquipment.com

6005 N. McRaven Road
Jackson, MS 39209
PH 601.922.4444
FX 601.922.0800

3779 Pine Lane SE
Bessemer, AL 35022
PH 205.428.1130
FX 205.428.1125

6425 Old Rangeline Road
Theodore, AL 36582
PH 251.443.8402
FX 251.443.9569 34

4910 Hazel Jones Road
Bossier City, LA 71111
PH 318.742.4442
FX 318.742.4447

6122 Highway 73
Geismar, LA 70734
PH 225.744.0030
FX 225.744.0031

Preventative Maintenance

Kossen Equipment can keep your generator maintained and ready for use.

Kossen Equipment provides customized preventative maintenance programs. Like any equipment with an engine, your generator power system needs periodic maintenance to keep it in top condition and ready to operate when the lights go out. The middle of a power failure is not the time to find problems in your system. Kossen Equipment's Preventative Maintenance agreements are tailored to your needs.

Our programs include:

- ✦ Regularly scheduled visits to your home or business
- ✦ 41-point inspections of your power system
- ✦ Oil, oil filter, fuel filter changes
- ✦ Testing and treatment of coolant as required
- ✦ Disposal of waste oil and filters at an EPA approved recycling facility
- ✦ Complete engine testing
- ✦ Optional oil analysis
- ✦ Replace air filter, if needed



A consistent preventative maintenance schedule will uncover, diagnose and correct minor problems before they become costly. While preventative maintenance is not a problem-free guarantee, the odds will definitely be on your side. Our PM customers find that their generators are more likely to work properly in an outage, compared to customers who maintain their own equipment.

Your Kossen Equipment Preventative Maintenance schedule will include annual filter and fluid changes, with additional semi-annual, quarterly, or monthly inspections available.

Kossen Equipment takes pride in leaving your generator site cleaner than when we arrived. We use only the highest quality fluids.

We also offer extended warranties, load bank testing, electrical systems testing, oil analysis, fuel polishing, and other services that can be added to your Preventative Maintenance agreement.

Kossen Equipment's Preventative Maintenance is just one part of our overall service program. Our technicians are on call 24/7 to service your generator in the event of a problem. Pre-paid Preventative Maintenance agreement customers receive priority scheduling and discounts on repair costs. Call us today.

www.KossenEquipment.com

Kossen
EQUIPMENT, INC.

KOHLER.

6005 N. McRaven Road
Jackson, MS 39209
PH 601.922.4444
FX 601.922.0800

3779 Pine Lane SE
Bessemer, AL 35022
PH 205.428.1130
FX 205.428.1125

6425 Old Rangeline Road
Theodore, AL 36582
PH 251.443.8402
FX 251.443.9569

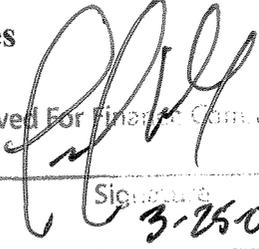
4910 Hazel Jones Road
Bossier City, LA 71111
PH 516.742.4442
FX 318.742.4447

6122 Highway 73
Geismar, LA 70734
PH 225.744.0030
FX 225.744.0031

Buildings and Property Committee Minutes

Friday, March 6, 2009
10:00 a.m.
City of Daphne
City Hall

Approved For Finance Committee Agenda



Signature
3-25-09

Date

Committee
Councilman John Lake, Chairman
Mayor Fred Small-Absent
Councilman August A. Palumbo

Sandra Morse, Director Daphne Civic Center
Richard Merchant, Buildings Inspector
Frank Barnett, Maintenance Supervisor

Meeting

Councilman Palumbo and Ms. Mickey Boykin discussed the lease agreement for the Daphne Museum/Methodist Church. Councilman Palumbo stated that the lease agreement should be reviewed once again by the Museum committee and then be forwarded to the city attorney who in turn will send it to the church committee to obtain approval. Council Palumbo stated that when all changes are approved the document will go to the City Council for approval.

 The Committee discussed two painting bids for the museum to paint and make repairs to the exterior walls, windows, doors, steeple, lattice, and glaze windows. One bid was from MCP painting and Drywall in the amount of \$5,000.00 and the other bid was from Professional Painting Services in the amount of \$6,120.00. **Motion** by Councilman Palumbo to send the bids to the Finance Committee. **Seconded** by Councilman Lake. **Motion Approved.**

Mr. Frank Barnett, Maintenance Supervisor, discussed the Civic Center roof and that it is in need of repair and replacement in places. Councilman Lake requested that Mr. Barnett contact the manufacturer of the roofing products that have failed to try to obtain some sort of relief for the failure of their products. Councilman Lake stated that this is a 20 year roof that failed in 12 years. **Motion** by Councilman Palumbo to authorize the cost to write the specifications to reroof the east section of the Civic Center. **Seconded** by Councilman Lake. **Motion Approved.**

Councilman Palumbo requested that Mr. Barnett look into putting chair rail moulding around certain meeting rooms at City Hall to prevent the walls from becoming damaged.

The meeting closed at 10:45 a.m.

MCP PAINTING & DRYWALL
P.O. BOX 1064
MONTROSE, ALABAMA 36559
(251) 928-6575 / (251) 929-1418 FAX

February 11, 2009

City of Daphne
Public Works Dept.
Mr. Frank Barnett
Daphne, AL 36526

RE: Daphne Museum & Methodist Church, Drwyer Avenue, Daphne, Alabama

MCP Painting & Drywall proposes to furnish all labor, materials and insurance necessary to complete the following scope of work:

Scope of Work: Exterior Painting of the Daphne Museum as follows...

1. Wash, prep, repair wood as necessary and paint the exterior walls, windows, doors, steeple & lattice, to match the existing colors.

Total Base Bid - \$4,500.00

2. Alternate #1 – Glaze windows \$500.00 (add to base bid if approved)
3. Four working days to complete.

Respectfully,


Dago Caprara
Project Manager
(251) 680-6309

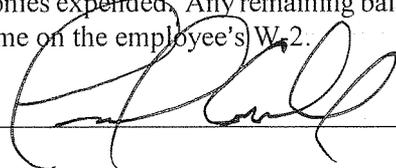
\$5000.00

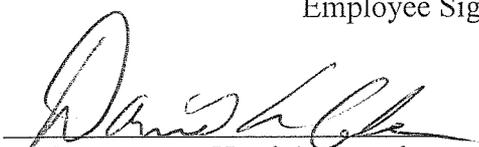
PREPAID TRAVEL REQUEST FORM

EMPLOYEE NAME/TITLE	DAVID L. COHEN
DEPARTMENT	LEGISLATIVE
DATES OF TRAVEL	MAY 2 – 4, 2009
SCHOOL/ORGANIZATION	2009 ALABAMA LEAGUE OF MUNICIPALITIES CONVENTION
LOCATION FOR TRAINING: CITY/STATE	MONTGOMERY, AL
REGISTRATION FEE	\$300.00
LODGING	\$TBA
TOTAL ADVANCE REQUESTED (\$35 x # OF DAYS)	\$105.00

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 _____



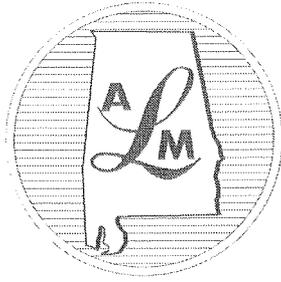

Department Head Approval

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



TENTATIVE PROGRAM

Most meetings and activities will take place in the Renaissance Montgomery Hotel unless otherwise noted. Casual dress is appropriate for all meetings. Business attire is appropriate for the Monday evening banquet. Attendees can earn CMO credits for the Certified Municipal Officials Training Program by attending sessions at this convention. The official Convention Program will contain the amount of credit hours that can be earned.

Saturday, May 2

10:00 a.m. – 5:00 p.m.
11:00 a.m.
1:00 p.m.
2:00 p.m. – 5:00 p.m.
6:00 p.m.

Registration for Full Convention – Renaissance Montgomery Hotel
Resolutions Committee Meeting
Alabama Municipal Insurance Corporation (AMIC) Membership Meeting
General Session
League Welcome Party

Sunday, May 3

7:30 a.m.
1:00 p.m. – 5:00 p.m.
2:00 p.m. – 4:30 p.m.
4:30 p.m. – 6:00 p.m.
5:30 p.m. – 7:00 p.m.

2009 Annual Municipal Golf Tournament – Lagoon Park Golf Course
Convention Registration
Rountable Discussions
ABC-LEO Reception
League Showcase and Exhibitors Reception

Monday, May 4

8:00 a.m. – 5:00 p.m.
8:30 a.m. – 9:00 a.m.
9:00 a.m. – 10:30 a.m.
8:30 a.m. – 9:30 a.m.
9:30 a.m. – 5:00 p.m.
8:30 a.m. – 5:00 p.m.
9:30 a.m. – 11:00 a.m.
10:30 a.m. – 4:00 p.m.
11:00 a.m. – Noon
12:15 p.m. – 1:45 p.m.
2:00 p.m. – 5:15 p.m.
6:00 p.m.
7:15 p.m.

Registration
Coffee Service
Opening Session
Clerks Breakfast and Business Meeting
Clerks Meeting
Alabama Association of Public Personnel Administrators
Spouse's Breakfast – Embassy Suites
Exhibits Open
Concurrent Workshops
Luncheon
Concurrent Workshop Sessions
Reception
Banquet and Entertainment

Tuesday, May 5

8:00 a.m. – Noon
8:00 a.m. – 8:30 a.m.
8:30 a.m. – 10:30 a.m.
10:30 a.m. – Noon
Noon

Registration
Coffee Service
Annual Business Session
Ask Your Attorney Panel
Luncheon

Meetings and/or events are subject to change.

EXHIBIT INFORMATION

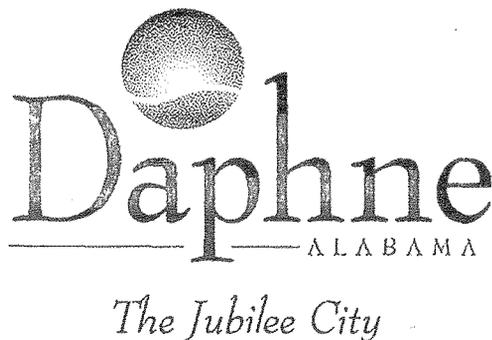
For exhibit information, contact Laura Anne Whatley of the League staff at 334-262-2566. The exhibits will open on Sunday night with a reception in the Trade Show and on Monday from 10:30 a.m. to 4:00 p.m.

Fred Small
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

William H. Eady, Sr.
Director of Public Works



Bailey Yelding, Jr.
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Greg W. Burnam
District 4

Ronald Scott
District 5

Derrick Boulware
District 6

August Palumbo
District 7

To: Kim Briley, Finance Director
Finance Committee Members

From: William H. Eady, Sr.
Director of Public Works

Date: April 10, 2009

Re: Recommendation for Bid Award – 2009-N-ASPHALT MATERIALS

Three bids were received with Mobile Asphalt Company LLC being the lowest. I therefore recommend to this Committee that we award the City of Daphne BID 2009-N-ASPHALT MATERIALS to Mobile Asphalt Company LLC.

Please contact me should you have any questions regarding this bid award.

WHE

CITY OF DAPHNE
BID OPENING MINUTES
BID DOCUMENT NO: 2009-N-ASPHALT
 APRIL 6, 2009
 11:30 A.M.

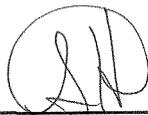
Those present were as follows:

Mr. Melvin McCarley PW
 Ms. Suzanne Henson Sr. Accountant

3 bid invitations were mailed, 2 sealed bids were received.

Melvin McCarley opened the bids presented and the bids were read aloud as follows:

<u>VENDOR</u>	<u>COST PER TON</u>		
		<u>Furn</u>	<u>Furn & Del</u>
H. O. Weaver & Sons Inc	424A	- \$68.75	NO BID
	424B	- \$68.75	NO BID
	424C	\$62.00	NO BID
	416-1	\$68.75	NO BID
	416-2	- \$62.00	NO BID
	414-1	- \$62.00	NO BID
	414-2	- \$68.75	NO BID
	327-1	- \$62.00	NO BID
	327-2	\$62.00	NO BID
	Asphalt Cold Patch 35lb	-	NO BID
Mobile Asphalt Company LLC	424A	- \$55.00	\$58.75
	424B	- \$52.00	\$55.75
	424C	- \$52.00	\$55.75
	416-1	- \$56.00	\$59.75
	416-2	- \$55.00	\$58.75
	414-1	- \$52.00	\$55.75
	414-2	- \$52.00	\$55.75
	327-1	- \$52.00	\$55.75
	327-2	- \$52.00	\$55.75
	Asphalt Cold Patch 35lb	-	\$15.00



 Suz anne Henson, Sr. Accountant

Fred Small
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

William H. Eady, Sr.
Director of Public Works



The Jubilee City

Bailey Yelding, Jr.
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Greg W. Burnam
District 4

Ronald Scott
District 5

Derrick Boulware
District 6

August Palumbo
District 7

To: Kim Briley, Finance Director
Finance Committee Members

From: William H. Eady, Sr.
Director of Public Works

Date: April 10, 2009

Re: Recommendation for Bid Award – 2009-O-ROCK MATERIALS

Three bids were received with Martin Marietta Aggregates being the lowest. I therefore recommend to this Committee that we award the City of Daphne BID 2009-O-ROCK MATERIALS to Martin Marietta Aggregates.

Please contact me should you have any questions regarding this bid award.

WHE

**CITY OF DAPHNE
BID OPENING MINUTES
BID DOCUMENT NO: 2009-O-ROCK**

APRIL 6, 2009

11:30 A.M.

CITY HALL

Those present were as follows:

Ms. Suzanne Henson	Sr. Accountant
Melvin McCarley	PW Director

4 bid invitations were mailed, 3 sealed bids were received.

Melvin McCarley opened the bids presented and the bids were read aloud as follows:

VENDOR

COST PER TON

Martin Marietta Aggregates

Crushed Aggregate 825-A	-\$29.25
Crushed Aggregate 825-B	-\$29.25
#57 Limestone	- \$29.75
#78 Pea Gravel	- \$29.75
Rip Rap – Class I	- \$47.00
Rip Rap – Class II	- \$47.00

GILLIS CONSTRUCTION INC.

Crushed Aggregate 825-A-	\$31.75
Crushed Aggregate 825-B-	\$31.75
#57 Limestone	\$33.75
#78 Pea Gravel	\$25.00
Rip Rap – Class I	\$49.00
Rip Rap - Class II	\$49.00

VULCAN MATERIALS CO.

Crushed Aggregate 825-A-	\$32.58
Crushed Aggregate 825-B-	\$32.58
#57 Limestone	\$33.35
#78 Pea Gravel	\$23.50
Rip Rap – Class I	\$49.08
Rip Rap - Class II	\$49.08



Suzanne Henson, Sr. Accountant

FIREWORKS DISPLAY CONTRACT

THIS CONTRACT (this "Contract") is made this _____ day of _____, 2009 by and between **PYROTECNICO**, a Pennsylvania corporation ("Pyrotecnico"), and Town of Daphne ("Sponsor"), with its principal place of business located in Daphne, Alabama.

WHEREAS, Pyrotecnico is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1. **Fireworks Display.** Pyrotecnico shall sell, furnish and deliver to Sponsor certain fireworks which Pyrotecnico agrees to exhibit and display on July 4, 2009 in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

2. **Payment Schedule.** For and in consideration of the Fireworks Display, Sponsor agrees to pay Pyrotecnico the sum of \$ 12,00.00 (the "Contract Price") paid as follows: a. 50% of the Contract Price due upon the signing of this Contract; b. the balance of the Contract Price due within ten (10) days of completion of the Fireworks Display.

Sponsor agrees to pay interest at the rate of 1½ % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event Sponsor fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney, Sponsor shall be responsible for all attorneys' fees and costs incurred by Pyrotecnico to collect said sums.

3. **Display Responsibilities.** Pyrotecnico and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"), (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico, (vi) keeping unauthorized persons or personal or real property of any kind, including, without limitation, motor vehicles, outside of the Display Site, fallout area or safe zone. Pyrotecnico and Sponsor shall fulfil their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

4. **Indemnification and Limitation of Liability.** Sponsor shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or wilful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities as set forth herein. Pyrotecnico shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the gross negligence or wilful misconduct of Pyrotecnico or its employees, agents, contractors or representatives. Sponsor shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Pyrotecnico, including, without limitation, loss of income, business or profits.

5. **Postponement.** In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the mutually satisfactory postponement time and/or date is beyond the day following the scheduled Fireworks Display and it is impracticable for the personnel and equipment of Pyrotecnico to remain at Sponsor's location until the rescheduled Fireworks Display date, then Sponsor shall pay the actual expenses incurred by Pyrotecnico related to the postponement, which shall not exceed forty percent (40%) of the Contract Price. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of display, additional taxes or surcharges, or any other additional expenses that incurred prior to and/or as a result of the postponement or cancellation. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Pyrotecnico a sum equal to seventy-five (75%) of the Contract Price as liquidated damages.

6. **Cancellation.** If (i) Sponsor cancels this Contract for any reason, or (ii) Pyrotecnico is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Pyrotecnico as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event the Fireworks Display is cancelled no more than thirty (30) days and no less than four (4) days before the Contract, fifty percent (50%) of the Contract Price; c. If the Fireworks Display is cancelled no more than three (3) days but before the day scheduled for the Fireworks Display, seventy-five percent (75%) of the Contract Price; or d. On the day scheduled for the Fireworks Display, one hundred percent (100%) of the Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Pyrotecnico, P.O. Box 149, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Pyrotecnico. Except as provided in Section 5 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, acts of God or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein.

7. **Venue.** In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Lawrence County, Pennsylvania and of the federal courts located in the United States District Court for the Western District of Pennsylvania..

8. **Legal Construction.** If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

9. **Entire Agreement.** This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

PYROTECNICO

SPONSOR:

By: _____

By: _____

Title: _____

Title: _____

Suzanne

From: Kim Briley [kmbriley@bellsouth.net]

Sent: Tuesday, April 07, 2009 2:56 PM

To: hensonsm@bellsouth.net

Subject: Boys & Girls Club

Finance Committee Agenda:

The current contract is through April; need to extend through May \$ 1,667

*Kim Briley
Finance Director*

*City of Daphne
P. O. Box 400
Daphne, AL 36526
Ph: 251-621-9000 Fax: 251-625-2001*



South Alabama Regional Planning Commission

Tim Russell, Chairman • Samuel L. Jones, Vice-Chairman
William J. Lovett, Secretary • Larry W. White, Treasurer • Russell J. Wimberly, Executive Director

TO: Mayor and City Council, Daphne, Alabama

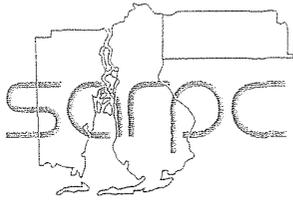
FROM: Russell J. Wimberly
Executive Director

DATE: March 12, 2009

Revised Pro-Rata Share of the FY 2009 SARPC Operating Budget by Program Category, City of Daphne, Alabama

Program	Pre-Revision	Revision
Local	\$3,840.00	\$3,840.00
Aging	\$6,731.00	\$6,731.00
MPO / RPO	\$1,122.00	\$1,122.00
Senior Aides	\$0.00	\$0.00
Planning Services / EDA	\$1,065.00	\$702.00 **
Alternative Fuels / Energy Security	\$548.00	\$548.00
HUD Renewable Communities	\$0.00	\$0.00
TOTAL	\$13,306.00	\$12,943.00

** Reflects a reduction based on planning personnel resources internally available on the City of Daphne, Alabama Staff



South Alabama Regional Planning Commission

Samuel L. Jones, Chairman • David E. Bishop, Vice-Chairman
William J. Lovett, Secretary • Larry W. White, Treasurer • Russell J. Wimberly, Executive Director

MEMORANDUM

TO: EXECUTIVE COMMITTEE

FROM: RUSS WIMBERLY
EXECUTIVE DIRECTOR

SUBJECT: BUDGET, FISCAL YEAR 2009 (Oct 1, 2008 - Sep 30, 2009)

DATE: SEPTEMBER 25, 2008

C: SARPC MEMBER GOVERNMENTS

The Fiscal Year 2009 Budget Proposal for the South Alabama Regional Planning Commission (SARPC) is presented for consideration and approval by the Executive Committee as required in the By-Laws of the Commission. As is the norm, the budget is designed to be compatible with our bookkeeping and financial reporting system and is intended as a management tool. It should be noted that the accounting, payroll, financial reporting, and billing associated with all of the approved Commission programs are fully automated on the Commission's computer network system. The Commission's governmental fund accounting system is fully accepted and recognized by the Alabama State Department of Examiners of Public Accounts. Additionally, the format of the Commission's budget has been modified as necessary over the years to conform to the recommendations of the Department of Examiners of Public Accounts.

The dues portion of the budget for member governments includes an assessment based on those programs in which each government participates and from which each benefit. As examples, these include, transportation services for those members in the Metropolitan Planning Organization (the urbanized Mobile County) and the non-urbanized remaining portion of the region called the Rural Planning Organization, the Senior Aides Program, the Department of Energy Alternative Fuels program, the Area Agency on Aging programs and other directed programs that apply to subsets of the member governments. (Exhibit A reflects the total budget and displays the local match by program category. Exhibit B herein displays the dues portion of the FY 2009 Budget for each member government. Exhibit C displays the overall Project Allocation Plan for FY 2009.)

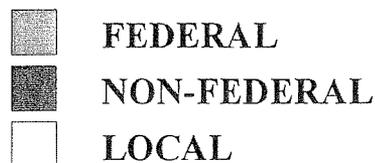
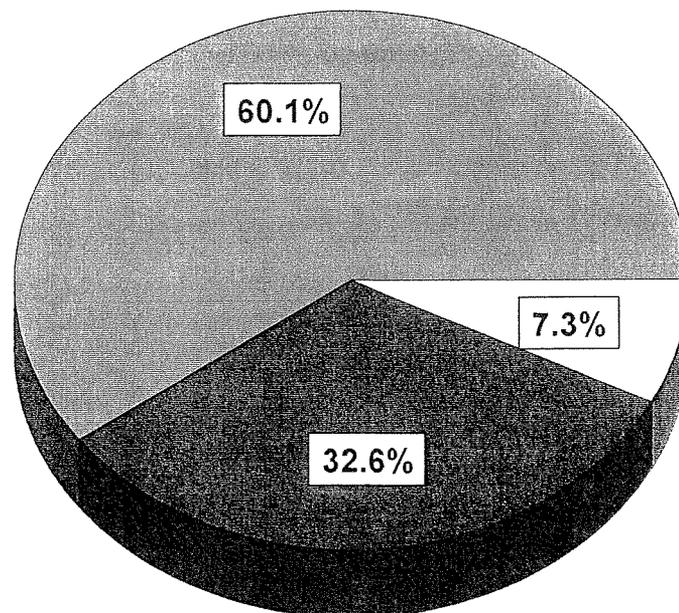
The budget is accompanied by certain policy statements that are intended to guide the use and implementation of the budget and operation of the Commission on a day-to-day basis. Included in this budget is a 5% merit pay for those staff members who qualify. The Executive Committee approval of the budget authorizes the Commission staff to proceed with implementation of the program budget and the accompanying policy statements. Presented as integral parts of the budget

are statements regarding staff salaries/positions, hiring, holidays, contracts, purchasing, budget adjustments and reserve funds.

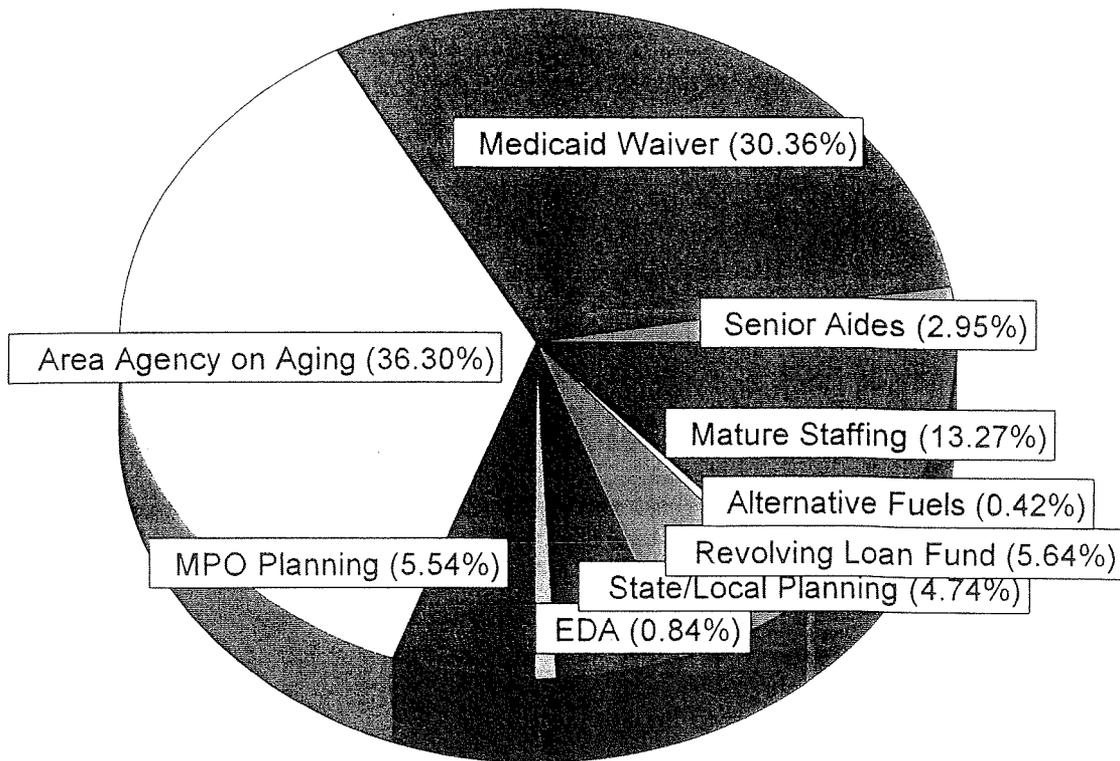
The following graphs illustrate sources of funds for the Commission's programs for FY 2009 and the allocation of those funds to the various Commission programs. It should be noted that **for every local dollar contributed** to the Commission by its member governments as matching funds, **approximately \$15.33 (\$9.22 Federal and \$6.11 Non-Federal/State) is expected to be expended in the Region from other sources for the benefit of the member governments and citizens.** This is a 1,270% return on investment .

SOURCES OF FUNDS - FY 2009

Percent Distribution



Program Budget Categories - FY 2009 *Percent Distribution*



POLICY STATEMENTS

Salaries / Positions

As was mentioned previously in this memorandum, the presented Budget includes a 5% merit pay raise for those employees of the Commission who have not reached the top of their pay scales and who are eligible for merit raises based on job performance.

Staffing Procedures

The Executive Director is authorized, at his discretion during the fiscal year, to fill vacancies created by departures of permanent full-time employees. The Executive Director is also authorized to establish positions and to hire both permanent and temporary staff to fulfill program and contractual obligations, within the constraints established by the Commission's overall budget and the individual program budgets. Furthermore, the Executive Director is authorized to vacate positions pursuant to constraints of individual program budgets and their respective impacts on the overall Commission budget. The Executive Director is further authorized to establish internships and work-study positions in cooperation with educational institutions and to accept students recommended by the educational institutions for such internships and positions, within the constraints established by the Commission's overall budget and the individual program budgets.

Holidays

The following days are recommended for adoption by the Executive Committee. If approved these holidays shall be recognized for FY 2009:

Columbus Day	Monday, October 13, 2008
Veterans Day (Observed)	Monday, November 10, 2008
Thanksgiving	Thursday, November 27, 2008 Friday, November 28, 2008
Christmas	Wednesday, December 24, 2008 Thursday, December 25, 2008 Friday, December 26, 2008
New Year's	December 31, 2008 January 1, 2009 January 2, 2009
Dr. Martin Luther King's Birthday	Monday, January 19, 2009
Mardi Gras	Monday, February 23, 2009 Tuesday, February 24, 2009

Holidays (continued)

- Memorial Day Monday, May 25, 2009
- Independence Day Friday, July 3, 2009
- Labor Day Monday, September 7, 2009

Contracts

The Executive Director is authorized to execute contractual agreements with local governments, with State and Federal agencies, and with private sector businesses, organizations, and individuals to deliver programs or services, provided such agreements do not obligate the Commission to provide matching funds. When the Executive Director is unavailable to formally execute such contracts and it becomes expedient, the Assistant Executive Director is authorized to execute such contracts. All agreements requiring matching funds from the Commission, other than those already authorized by this budget, shall be approved by the Executive Committee.

Purchasing

In the area of purchasing and procurement, the Commission shall comply with the Administrative Policies and Procedures established by the Executive Committee.

Budget Adjustments

The Executive Director is authorized without prior approval of the Executive Committee to make budget adjustments among budget categories so long as such adjustments are within the limits of the budget adopted by the Commission and are otherwise in compliance with Federal and State financial guidelines. Line items in the budget are established only as planning guides, and the ceilings established by the budget categories shall be the amount used to set expenditure limits. During the fiscal year, the budget may be amended incrementally through Executive Committee approval of program applications and contracts or through formal amendment of the overall budget.

Reserve Funds

The Commission attempts to maintain a local cash reserve for operating expenses and potential employee leave, unemployment compensation, and other personnel burden liabilities at a level equivalent to two months' general operating expenses of the Commission. Funds may be moved between checking accounts and reserve accounts as may be necessary to accommodate cash flow requirements of the Commission.

EXHIBIT A

SOUTH ALABAMA REGIONAL PLANNING COMMISSION

BUDGET
FISCAL YEAR 2008 - 2009

PROGRAM CATEGORY

ALTERNATIVE FUELS/ENERGY SECURITY	52,389
AREA AGENCY ON AGING (TITLE III)	4,570,327
EDA	106,000
GOVERNMENTAL PLANNING	482,817
MATURE STAFFING	1,670,000
MEDICAID WAIVER	3,823,137
REVOLVING LOAN	710,219
SENIOR AIDES	371,652
TRANSPORTATION PLANNING	698,364

TOTAL PROGRAM CATEGORY 12,484,905

OTHER LOCAL FUND OPERATING 102,846

TOTAL PROGRAM AND LOCAL OPERATING BUDGET 12,587,751

**MATCHING FUNDS FOR PROGRAMS
BY PROGRAM CATEGORY**

AAA	411,420
ALTERNATIVE FUELS	52,389
EDA	53,000
GOVERNMENTAL PLANNING SERVICES	123,561
SENIOR AIDES	43,700
TRANSPORTATION PLANNING	130,394

TOTAL LOCAL PROGRAM MATCHING FUNDS 814,464

LOCAL FUND OPERATING BUDGET 102,846

TOTAL LOCAL MATCHING FUNDS - PRORATA DUES * 917,310

* Included in the above total budget and in EXHIBIT C (detail)

EXHIBIT "B"

SOUTH ALABAMA REGIONAL PLANNING COMMISSION

SUMMARY OF LOCAL FUND OPERATING BUDGET
PRO RATA SHARE OF BUDGET BY PROGRAM CATEGORY
FISCAL YEAR 2009

	LOCAL	AGING	MPO & RPO	SENIOR AIDES	PLANNING SERVICES / EDA	ALTERNATIVE FUELS / ENERGY SECURITY	HUD RENEWAL COMMUNITIES	TOTAL
MOBILE COUNTY	46,668	112,179	34,991	13,800	8,758	4,496	5,549	226,440
Bayou la Batre	835	1,640	865	0	1,472	76	0	4,888
Chickasaw	1,944	4,444	1,905	2,300	3,952	205	0	14,750
Citronelle	1,249	2,455	248	0	2,248	116	0	6,317
Creola	644	1,265	654	0	1,291	67	0	3,922
Dauphin Island	280	501	93	0	858	44	0	1,776
Mobile City	69,589	161,311	64,689	27,600	12,576	40,000	13,117	388,881
Mount Vernon	306	555	57	0	746	27	0	1,691
Prichard	10,123	11,708	8,875	0	1,828	938	1,806	35,278
Saraland	3,435	7,649	4,026	0	7,550	391	0	23,050
Satsuma	1,519	3,461	1,889	0	3,654	189	0	10,712
Subtotal	136,592	307,168	118,292	43,700	44,932	46,550	20,472	717,707
BALDWIN COUNTY	18,511	59,294	4,883	0	4,743	2,440	0	89,871
Bay Minette	1,929	4,274	528	0	1,434	250	0	8,415
Daphne	3,840	6,731	1,122	0	1,065	548	0	13,306
Elberta	155	271	37	0	335	17	0	815
Fairhope	2,645	4,867	845	0	772	397	0	9,527
Foley	1,680	2,946	513	0	1,452	243	0	6,834
Gulf Shores	1,109	1,943	342	0	756	168	0	4,318
Loxley	395	691	92	0	845	44	0	2,067
Magnolia Springs	203	160	175	0	301	21	0	860
Orange Beach	767	1,342	257	0	842	125	0	3,333
Robertsdale	816	1,432	257	0	1,856	122	0	4,484
Silverhill	189	330	42	0	297	21	0	878
Spanish fort	1,270	2,227	367	0	3,297	171	0	7,332
Summerdale	191	334	45	0	397	21	0	988
Subtotal	33,702	86,843	9,502	0	18,392	4,589	0	153,027
ESCAMBIA COUNTY	6,765	6,731	1,433	0	1,321	680	0	16,929
Atmore	2,737	4,690	520	0	4,944	257	0	13,146
Brewton	2,001	3,431	372	0	3,548	184	0	9,537
East Brewton	877	1,501	168	0	1,539	80	0	4,166
Flomaton	616	1,055	107	0	969	50	0	2,798
Subtotal	12,996	17,409	2,600	0	12,321	1,250	0	46,576
FY 2009 Grand Total	183,290	411,420	130,394	43,700	75,645	52,389	20,472	917,310
	-0%	-0%	-8%	-10%	0%	-0%	0%	-2%
FY 2008 Grand Total	183,290	411,420	141,450	48,380	75,645	52,389	20,472	932,966

EXHIBIT "C"
SOUTH ALABAMA REGIONAL PLANNING COMMISSION
PROJECT COST ALLOCATION PLAN
FISCAL YEAR 2008-2009

EXPENDITURES	SENIOR AIDES	MATURE STAFFING	AREA AGENCY ON AGING	TRANSPORTATION PLANNING & RPO	EDA	GOVERNMENTAL PLANNING	REVOLVING LOAN	ALTERNATIVE FUELS/ ENERGY SECURITY	MEDICAID WAIVER	LOCAL FUND	TOTAL
DIRECT PERSONNEL											
Salaries	52,585	195,338	627,219	214,141	49,721	235,996	69,777		673,758	0	2,118,535
Fringe Benefits	12,079	44,869	144,072	49,188	11,421	54,208	16,028		154,762	0	486,627
Subtotal	64,664	240,207	771,291	263,329	61,142	290,204	85,805		828,520	0	2,605,162
DIRECT COSTS											
Annual Strategic Planning Session										18,000	
Auto Insurance									6,601		6,601
Computer /Supplies	1,200	5,000	12,000	10,000	666	2,131	2,014		3,695		36,706
Data Processing									500		500
Dues & Subscriptions	100	1,000	5,500	4,500		1,500			600	7,000	20,200
Equipment /Maintenance/Furn.	100	2,500	3,000	15,000		1,153			1,560		23,313
Extra Help (Salary/Fringes/Indirect)			30,000			0	2,500	4,389		40,000	76,889
Legal/Ads		21,000	1,000	12,000	100	300	5,000			500	39,900
Norman Walton Award										1,646	1,646
Not Itemized		36,702		145,560			200,000				382,262
Physical Exam/Form Fee			1,500						150		1,650
Postage (Bulk)	354	3,100	3,500	1,025	50	500	600		650		9,779
Printing & Reproduction	800	3,000	17,000	2,000	100	2,500	300		2,835	1,300	29,835
Program/Drafting Supplies	438		17,000	2,000	500	3,000					22,938
Telephone (Long Dist)	400	2,500	5,000	1,000	50	500			2,639	400	12,489
Training / Education/Conferences	1,000	3,000	15,000	10,000	2,000	2,500	2,000		7,300		42,800
Travel (Meals, Lodging, etc.)	1,500	7,500	30,000	15,000	4,076	2,500	5,000		74,290	2,000	141,866
Workers Compensation Insurance	403	950	7,624	1,604	783	2,617	0		7,141		21,121
Subtotal	6,295	86,252	148,124	219,689	8,325	19,201	217,414	4,389	107,961	52,846	870,495
INDIRECT COSTS											
Salaries	17,698	65,744	211,099	72,073	16,734	79,427	23,485		226,763		713,023
Fringe Benefits	4,065	15,101	48,489	16,555	3,844	18,246	5,394		52,087		163,781
Workers Compensation Ins.	63	235	755	258	60	284	84		811		2,550
Advertising	99	369	1,184	404	94	446	132		1,272		4,000
Auto/Gas, & Repairs	174	645	2,072	708	164	780	231		2,226		7,000
Audit & Accounting Services	323	1,198	3,849	1,315	305	1,448	428		4,134		13,000
Bonding & Insurance Liabilities	443	1,644	5,281	1,803	419	1,987	587		5,673		17,837
Computers/Software & Related	124	462	1,480	505	117	557	165		1,590		5,000
Dues & Subscriptions	388	1,441	4,626	1,578	367	1,741	515		4,969		15,625
Equipment Rental/Maintenance	50	185	592	201	47	223	66		636		2,000
Extra Help	124	463	1,480	504	117	557	165		1,590		5,000
Internet Web	50	185	592	201	47	223	66		636		2,000
Legal Services	74	279	888	302	70	334	99		954		3,000
Other (Record Retention/ Storage)	9	32	104	35	8	39	12		111		350
Postage	112	414	1,332	456	106	501	148		1,431		4,500
Postage Equipment	74	277	888	304	70	334	99		954		3,000

EXHIBIT "C"
 SOUTH ALABAMA REGIONAL PLANNING COMMISSION
 PROJECT COST ALLOCATION PLAN
 FISCAL YEAR 2008-2009

	SENIOR AIDES	MATURE STAFFING	AREA AGENCY ON AGING	TRANSPORTATION PLANNING & RPO	EDA	GOVERNMENTAL PLANNING	REVOLVING LOAN	ALTERNATIVE FUELS/ ENERGY SECURITY	MEDICAID WAIVER	LOCAL FUND	TOTAL
Printing & Reproduction	99	369	1,184	404	94	446	132		1,272		4,000
Rent	12,295	45,671	146,647	50,067	11,625	55,177	16,314		157,528		495,324
Security System	45	166	533	182	42	201	59		572		1,800
Supplies/Furniture	459	1,706	5,477	1,870	434	2,061	609		5,884		18,500
Telephone	645	2,398	7,698	2,628	610	2,896	856		8,269		26,000
Travel & Training	869	3,228	10,362	3,537	821	3,899	1,153		11,131		35,000
Vehicle Lease	358	1,329	4,267	1,456	338	1,605	476		4,583		14,412
Subtotal	38,640	143,541	460,879	157,346	36,533	173,412	51,275	0	495,076	0	1,556,702
CONTRACTS, MEALS, I.K. LOANS	262,053	1,200,000	3,190,033	58,000	0	0	355,725	48,000	2,391,580	50,000	7,555,391
TOTAL EXPENDITURES	371,692	1,670,000	4,570,327	698,364	106,000	482,817	710,219	52,389	3,823,137	102,846	12,687,751
REVENUES											
FUNDING SOURCE											
Federal	294,208		2,344,136	567,970	53,000	127,710	484,996		3,823,137		7,567,446
State	22,500		282,791			231,546	142,674				575,675
Local	11,244	1,670,000	1,531,980			123,561	82,549				3,527,319
Local Prorata Dues	43,700		411,420	130,394	53,000			52,389		102,846	917,310
TOTAL REVENUES	371,652	1,670,000	4,570,327	698,364	106,000	482,817	710,219	52,389	3,823,137	102,846	12,687,751

Suzanne**From:** Robbins, Wanda [Wanda.Robbins@revenue.alabama.gov]**Sent:** Monday, March 16, 2009 1:42 PM**Subject:** 2009 Sales Tax Holiday

Approved for Finance Comm. Agenda

Signature

Date

March 16, 2009

2009 Sales Tax Holiday August 7-9, 2009

Deadline to submit notification to ADOR: July 6, 2009

The 2009 Sales Tax Holiday begins at 12:01 a.m. on Friday, August 7, 2009, and ends at twelve midnight on Sunday, August 9, 2009. As required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e), a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before July 7, 2009. The Department will compile this information into a list of all counties and municipalities participating in the Sales Tax Holiday and issue a current publication of the list on its website at: www.revenue.alabama.gov/salestax/SalesTaxHol.htm

Will Your Locality participate in the 2009 Sales Tax Holiday?

Please put it on your calendar to discuss and vote on this matter soon.

If your locality will be participating in the Sales Tax Holiday, you will need to send a **certified copy** of any resolution, ordinance, or amendment adopted by your locality. Even if your locality is **not** going to participate in the Sales Tax Holiday, it is important that you inform us of that fact. Businesses throughout the state rely on the list provided by the Department of Revenue to update their registers for this tax holiday.

IMPORTANT: The Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

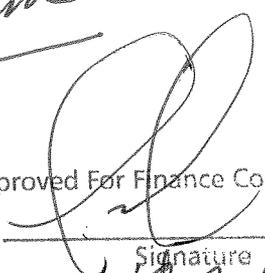
MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Wanda Robbins, Room 4311
Sales, Use & Business Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: wanda.robbins@revenue.alabama.gov
james.mayberry@revenue.alabama.gov

Questions: 334-353-8044

DAPHNE MUNICIPAL COURT
1502 HWY 98
DAPHNE AL 36526
251 621-2824
251 621-3192 (FAX)

Finance Comm

Approved For Finance Comm. Agenda


Signature
4-7-09

Date

April 3, 2009

TO: Kim Briley
Finance Director



FROM: Tom Doyle
Daphne Municipal Court

RE: Credit Cards

This is to request a credit card and a gas card from at least two gas companies to be used by court personnel.

The cards will be used only for out of town seminars to pay for lodging, meals and gas.

Thank you for your help in this matter.

BRAG

Resolution 2008-03

Art & Cultural Facilities Grant Application 2008: Architectural Plans for
Nicholson Center

WHEREAS, the City of Daphne proposes to hire an architect to produce a plan to transform the Nicholson Center from a gymnasium to a performing arts center for the health and well being of the general public and be ADA compliant; and

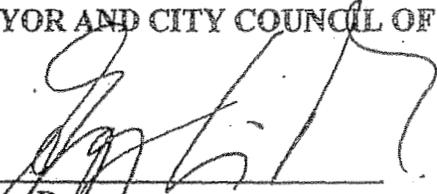
WHEREAS, the city intends to make application to the Alabama State Council on the Arts for grant assistance to develop the Nicholson Center into a performing arts center; and

WHEREAS, said programs are limited to funding a maximum of fifty percent (\$50,000.00) of the proposed professional cost estimates at (\$100,000.00) which will be used to develop the architectural plans at the Nicholson Center property.

NOW THEREFORE BE IT RESOLVED, that the City of Daphne hold fifty percent (\$50,000.00) of the proposed project cost in the de-annexation recreation reserve for the purpose of matching the Art & Cultural Facilities Grant Fund assistance, and

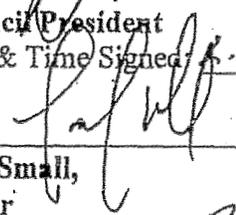
BE IT FURTHER RESOLVED, that in the event a grant is awarded, the City of Daphne understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF DAPHNE,
ALABAMA, this 6th day of February, 2008.



Greg Burnam,
Council President

Date & Time Signed: 2-7-08 4:25 P.M.



Fred Small,
Mayor

Date & Time Signed: 2-7-08 16:47

ATTEST:



David L. Cohen,
City Clerk, MMC

TREASURER'S REPORT

As of March 31, 2009

TO: FINANCE COMMITTEE

FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

<u>ACCT TITLE</u>	<u>BANK</u>	<u>BALANCE</u>
GENERAL FUND & ENTERPRISE FUNDS		
MMA ACCT	COMPASS	\$13,590,456.72
OPERATING ACCT	COMPASS	(\$180,759.53)
PAYROLL ACCT	COMPASS	(\$357.51)
		<u>\$13,409,339.68</u>
AGENCY FUND		
MUNICIPAL COURT	COMPASS	\$351,109.21
SPECIAL REVENUES FUND		
SAIL SITE	RBC BANK	\$8,425.49
4 CENT GAS TAX	RBC BANK	\$226,530.39
7 CENT GAS TAX	RBC BANK	\$322,195.49
		<u>\$557,151.37</u>
CAPITAL PROJECTS FUND		
CAPITAL RESERVE	WACHOVIA	\$3,815,821.97
99 WARRANT CONS	REGIONS	\$11,406.71
2006 CONSTRUCTION	WACHOVIA	\$1,684,498.97
		<u>\$5,511,727.65</u>
DEBT SERVICE FUND		
DEBT SERVICE	WACHOVIA	\$1,348,616.14
2006 DEBT SERVICE	RBC BANK	\$231,079.17
		<u>\$1,579,695.31</u>
		<u>\$21,409,023.22</u>

SALES & USE TAXES

ACTUAL COLLECTIONS

	2003	2004	2005	2006	2007	2008	2009
October	636,482.64	697,830.58	833,700.71	932,634.66	944,542.36	867,190.18	806,503.85
November	646,534.10	710,788.74	814,666.03	901,512.38	918,837.95	915,890.97	801,075.91
December	892,208.68	941,151.87	1,091,073.78	1,168,443.68	1,182,584.39	1,120,005.09	1,078,330.45
January	590,727.65	697,083.68	771,837.83	887,468.11	914,876.33	822,020.87	755,541.41
February	632,654.31	688,421.54	788,825.08	878,123.66	877,975.60	865,625.83	748,422.27
March	705,390.20	848,156.86	917,832.17	1,081,774.83	1,071,598.38	998,616.04	-
April	692,148.44	752,039.55	863,144.81	968,760.72	960,140.54	963,691.85	-
May	702,692.15	757,610.49	867,446.44	1,000,424.48	1,021,498.14	957,167.20	-
June	752,668.04	818,209.20	982,863.46	1,024,091.07	1,066,433.92	997,274.15	-
July	721,790.90	803,051.14	908,576.13	941,407.68	993,216.66	888,690.34	-
August	739,993.63	745,320.33	869,818.11	950,539.01	954,421.57	964,626.26	-
September	715,641.36	830,260.80	998,476.08	967,616.16	965,107.35	919,923.79	-
Totals	8,428,932.10	9,289,924.78	10,708,260.63	11,702,796.44	11,871,233.19	11,280,722.57	4,189,873.89

FY 2009 BUDGET/ACTUAL COMPARISONS

	Actual- 2009	Budget	Monthly Variance	YTD Variance	% of Budget
October	806,503.85	867,190	(60,686.33)	(60,686.33)	-7.00%
November	801,075.91	915,891	(114,815.06)	(114,815.06)	-12.54%
December	1,078,330.45	1,120,005	(41,674.64)	(41,674.64)	-3.72%
January	755,541.41	822,021	(66,479.66)	(66,479.66)	-8.09%
February	748,422.27	865,626	(117,203.56)	(117,203.56)	-13.54%
March	-	998,616	-	-	0.00%
April	-	963,692	-	-	0.00%
May	-	957,167	-	-	0.00%
June	-	997,274	-	-	0.00%
July	-	908,576	-	-	0.00%
August	-	869,818	-	-	0.00%
September	-	998,476	-	-	0.00%
Totals	4,189,873.89	11,284,353	(400,859.05)		

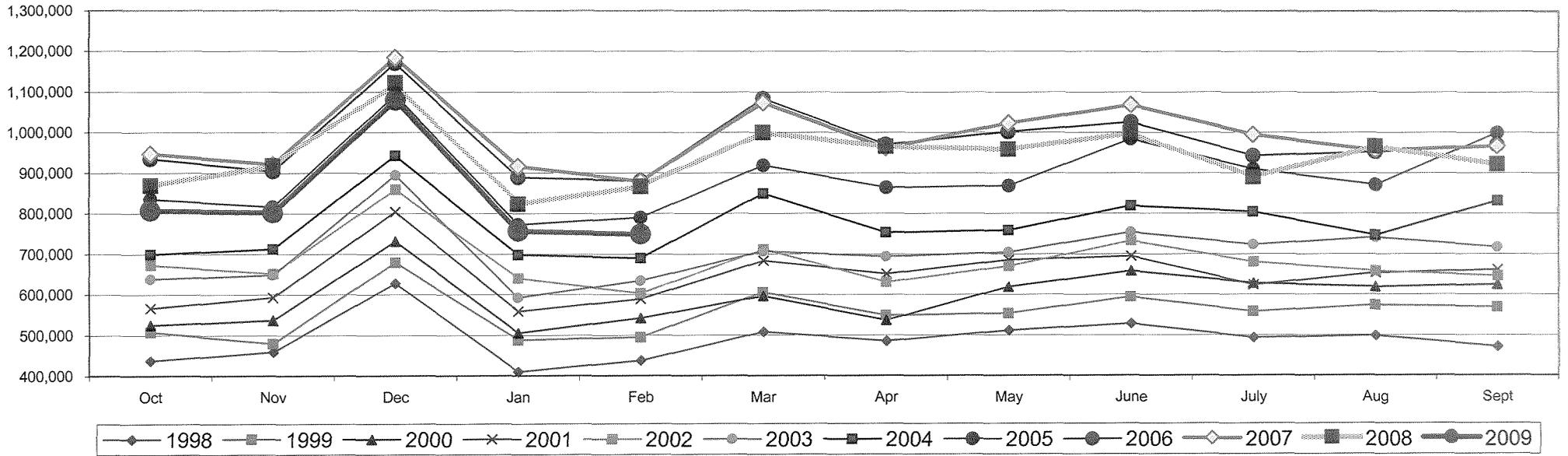
FISCAL YEAR COMPARISONS

	<u>\$ Change</u>						<u>Percent Change</u>					
	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009
October	61,347.94	135,870.13	98,933.95	11,907.70	(77,352.18)	(60,686.33)	9.64%	19.47%	11.87%	1.28%	-8.19%	-7.00%
November	64,254.64	103,877.29	86,846.35	17,325.57	(2,946.98)	(114,815.06)	9.94%	14.61%	10.66%	1.92%	-0.32%	-12.54%
December	48,943.19	149,921.91	77,369.90	14,140.71	(62,579.30)	(41,674.64)	5.49%	15.93%	7.09%	1.21%	-5.29%	-3.72%
January	106,356.03	74,754.15	115,630.28	27,408.22	(92,855.46)	(66,479.46)	18.00%	10.72%	14.98%	3.09%	-10.15%	-8.09%
February	55,767.23	100,403.54	89,298.58	(148.06)	(12,349.77)	(117,203.56)	8.81%	14.58%	11.32%	-0.02%	-1.41%	-13.54%
March	142,766.66	69,675.31	163,942.66	(10,176.45)	(72,982.34)	-	20.24%	8.21%	17.86%	-0.94%	-6.81%	-
April	59,891.11	111,105.26	105,615.91	(8,620.18)	3,551.31	-	8.65%	14.77%	12.24%	-0.89%	0.37%	-
May	54,918.34	109,835.95	132,978.04	21,073.66	(64,330.94)	-	7.82%	14.50%	15.33%	2.11%	-6.30%	-
June	65,541.16	164,654.26	41,227.61	42,342.85	(69,159.77)	-	8.71%	20.12%	4.19%	4.13%	-6.49%	-
July	81,260.24	105,524.99	32,831.55	51,808.98	(104,526.32)	-	11.26%	13.14%	3.61%	5.50%	-10.52%	-
August	5,326.70	124,497.78	80,720.90	3,882.56	10,204.69	-	0.72%	16.70%	9.28%	0.41%	1.07%	-
September	114,619.44	168,215.28	(30,859.92)	(2,508.81)	(45,183.56)	-	16.02%	20.26%	-3.09%	-0.26%	-4.68%	-
Annual \$ Change	860,992.68	1,418,335.85	994,535.81	168,436.75	(590,510.62)	(400,859.05)	10.21%	15.27%	9.29%	1.44%	-4.97%	

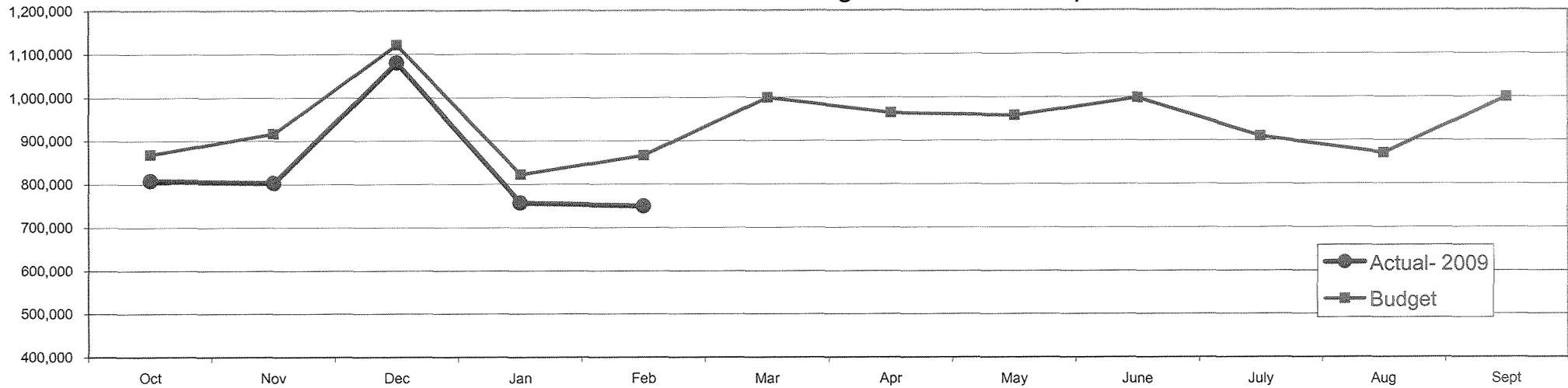
TOTAL collections: FY 08	11,280,723
TOTAL est. bdtg coll: FY 09	11,284,353
Budgeted Dollar Variance 08/09	3,630
Budgeted Percent Variance 08/09	0.03%

TOTAL collections: 2-28-09	4,189,874
Budgeted: 10-1-08 to 2-28-09	4,590,733
Actual Coll(<)Budget, 2-28-09	(400,859)
% Over/(Under) Budget, 2-28-09	-8.73%

Sales & Use Tax Comparisons



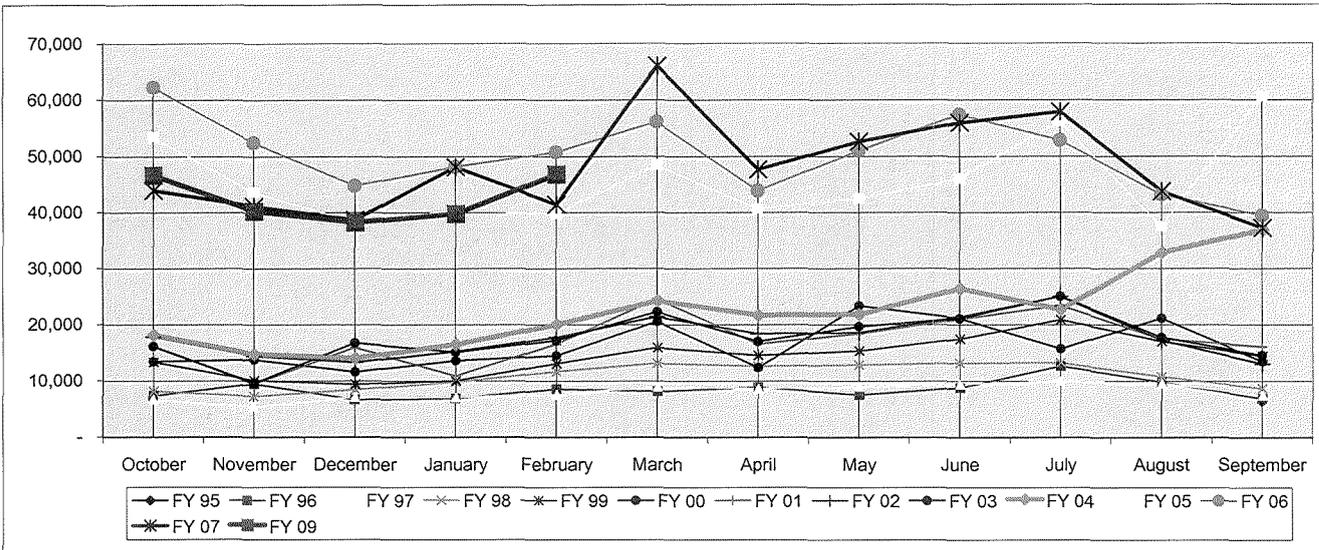
Fiscal 2009: Sales & Use Tax Budget vs. Actual Comparison



Monthly Lodging Tax Collections

	<u>FY 95</u>	<u>FY 96</u>	<u>FY 97</u>	<u>FY 98</u>	<u>FY 99</u>	<u>FY 00</u>	<u>FY 01</u>	<u>FY 02</u>	<u>FY 03</u>	<u>FY 04</u>	<u>FY 05</u>	<u>FY 06</u>	<u>FY 07</u>	<u>FY 08</u>	<u>FY 09</u>
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
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	43,652.17	52,326.23	41,028.15	42,599.84	40,178.69
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	38,197.96	44,694.55	38,605.47	31,081.14	38,144.69
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	40,334.81	48,014.80	48,012.19	45,607.80	39,706.04
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	39,797.68	50,684.11	41,381.78	47,340.33	46,699.01
March		8,017.74	8,902.63	13,048.18	15,837.90	20,536.51	24,601.77	21,371.61	22,248.25	24,206.01	48,474.92	56,076.62	66,060.49	53,123.15	
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	40,666.33	43,813.91	47,594.84	46,736.02	
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	42,479.97	50,871.74	52,564.61	46,145.12	
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	46,037.59	57,338.25	55,924.22	64,626.19	
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	56,266.23	52,752.31	57,842.80	62,035.23	
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	37,501.21	43,139.77	43,701.41	55,792.89	
September		6,806.02	7,400.70	8,586.97	14,397.17	13,393.86	16,116.04	12,997.60	14,563.86	36,847.13	60,635.33	39,398.90	37,180.99	49,698.91	
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	211,271.63

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



FY 2009 Budget	924,600
% Budget Collected	23%
2/28/2009	

GENERAL FUND

Summary Statement of Revenues, Expenditures, and
Changes in Fund Balance- Budgetary Basis
For the Month Ended February 28, 2009

with comparatives: 2-28-03; 2-28-04; 2-28-05; 2-28-06; 2-28-07; 2-28-08

	<u>2/28/2003</u>	<u>2/28/2004</u>	<u>2/28/2005</u>	<u>2/28/2006</u>	<u>2/28/2007</u>	<u>2/28/2008</u>	<u>2/28/2009</u>	Amended Budget	Budgetary Variance Over/(Under)	% Budget
Revenues										
Sales, Use, & luxury Taxes	2,922,006	3,210,215	3,695,784	4,085,667	4,152,240	3,940,385	3,651,516	11,896,353	(8,244,837)	-69%
Payment in Lieu of Taxes	71,148	118,442	79,834	121,668	110,371	189,182	181,639	2,035,000	(1,853,361)	-91%
Ad Valorem Taxes	2,268,229	2,431,315	2,490,707	2,770,992	3,244,969	3,169,109	3,911,485	3,981,000	(69,515)	-2%
Licenses & Permits	1,242,679	1,355,354	1,316,622	1,458,380	1,625,671	1,850,294	1,448,798	2,074,000	(625,202)	-30%
Other Revenues	400,887	391,446	446,926	753,141	634,077	582,228	526,591	1,415,512	(888,921)	-63%
Total Revenues	6,904,950	7,506,772	8,029,873	9,189,847	9,767,328	9,731,198	9,720,029	21,401,865	(11,681,836)	-55%
Expenditures										
General Government										
Personnel	503,515	535,112	585,778	595,466	636,732	759,949	812,982	2,062,332	(1,249,350)	-61%
Operating	354,350	352,976	376,455	438,035	473,901	410,048	351,526	1,443,438	(1,091,912)	-76%
Capital	30,921	25,350	-	-	-	-	-	-	-	#DIV/0!
	888,786	913,437	962,233	1,033,500	1,110,633	1,169,998	1,164,508	3,505,770	(2,341,262)	-67%
Public Safety										
Personnel	1,485,026	1,533,615	1,599,158	1,760,395	2,083,451	2,851,571	2,961,025	7,413,954	(4,452,929)	-60%
Operating	320,872	338,954	341,148	435,034	546,764	553,932	364,720	1,304,912	(940,192)	-72%
Capital	27,777	50,292	-	-	20,042	55,547	70,047	32,302	37,745	117%
	1,833,675	1,922,862	1,940,306	2,195,429	2,650,257	3,461,050	3,395,792	8,751,168	(5,355,376)	-61%
Public Works										
Personnel	686,611	689,666	747,382	772,032	942,344	887,245	946,161	2,467,221	(1,521,060)	-62%
Operating	341,956	348,761	367,099	429,644	510,882	479,362	421,373	1,466,546	(1,045,173)	-71%
Capital	28,855	13,950	24,770	135,870	35,625	3,787	-	80,350	(80,350)	-100%
	1,057,422	1,052,377	1,139,250	1,337,547	1,488,852	1,370,394	1,367,533	4,014,117	(2,646,584)	-66%
Parks & Recreation										
Personnel	296,587	319,915	353,144	354,357	372,349	504,158	495,123	1,347,014	(851,891)	-63%
Operating	192,180	202,662	216,524	202,623	221,745	223,831	204,406	585,422	(381,016)	-65%
Capital	6,591	3,938	31,178	-	206,833	200,000	194,124	192,000	2,124	1%
	495,358	526,515	600,845	556,980	800,928	927,989	893,653	2,124,436	(1,230,783)	-58%
Total Departmental										
Personnel	2,971,739	3,078,308	3,285,461	3,482,250	4,034,877	5,002,924	5,215,290	13,290,521	(8,075,231)	-61%
Operating	1,209,357	1,243,353	1,301,226	1,505,336	1,753,292	1,667,174	1,342,025	4,800,318	(3,458,293)	-72%
Capital	94,145	93,530	55,948	135,870	262,501	259,334	264,171	304,652	(40,481)	-13%
	4,275,241	4,415,191	4,642,634	5,123,456	6,050,670	6,929,431	6,821,487	18,395,491	(11,574,004)	-63%
Other Financing Sources & Uses										
Debt Proceeds	26,748	-	-	-	-	-	-	-	-	-
Transfers to Debt Service	(1,197,315)	(709,558)	(917,861)	(879,338)	(1,400,423)	(1,415,744)	(1,428,646)	(2,610,186)	(1,181,540)	45%
Other Transfers & Uses	(206,103)	(182,260)	(160,509)	(91,472)	(151,405)	(171,095)	(135,918)	(702,852)	(566,934)	81%
Total Other Financing Sources/Uses	(1,376,670)	(891,819)	(1,078,370)	(970,810)	(1,551,829)	(1,586,839)	(1,564,564)	(3,313,038)	(1,748,474)	53%
Total Revenues Over Expenditures										
	1,253,039	2,199,763	2,308,869	3,095,581	2,164,830	1,214,927	1,333,978	(306,664)	1,640,642	
Unreserved Fund Balance, 10-01	2,386,488	3,825,172	4,106,801	5,968,130	8,298,621	10,050,583	10,441,934			
Unreserved Fund Balance, 2-28	3,639,527	6,024,934	6,415,670	9,063,611	10,463,451	11,265,511	11,775,912			

NEW BUSINESSES

March-09

CITY LIMITS		CONTRACTORS	
RETAILERS		LEE'S GLASS AND WINDOW WORKS	1
APPLIANCE DIRECT	1	GCS & I	1
FUTURE AUTOMOTIVE	1	STEVE YOUNG AND ASSOCIATES	1
ALL OTHER		HOME CREATIONS	1
AMERICA'S EASY MORTGAGE	1	ROOF STAIN PROS	1
PAMELA'S ALTERATIONS AND SEAMSTRESS SHOP	1	EARLY MECHANICAL, INC	1
PLUS DIAGNOSTICS	1	CPF DUALAM USA INC	1
FIREHOUSE SUBS - MALBIS	1	M&S ELECTRIC	1
DEBORAH LYNN GEIGER	1	COASTAL POOL SERVICES	1
INDULGENCE SALON & SPA	1	INTERCOASTAL ENTERPRISE INC	1
BAY BAYS LAWN SERVICE	1	PLANTED EARTH INC	1
C&R CLEANING SERVICE	1	R & T ACOUSTICS INC	1
MATTHEW POCKRUS	1	HUGHES IRRIGATION	1
CULINARY DREAMS INC	1	BATES HANDYMAN	1
SYNOVUS MORTGAGE CORP	1	COASTAL GREEN DEVELOPMENT	1
STEPHEN SAVAGE PORTRAITS	1	CUSTOM DELUXE INC	1
TOTAL INSIDE CITY LIMITS	14	BES CONSTRUCTION	1
OUTSIDE CITY LIMITS		MILLIGAN'S HURRI-CLEAN	1
TOWNSHEND TENNIS, INC.	1	DGC ENVIRONMENTAL SERVICE	1
BIG JON'S LAWN CARE	1	DUCT DOCTOR USA	1
DOONEY & BOURKE INC	1	TOTAL CONTRACTORS	23
ADVANCED DETECTION SECURITY	1	INSURANCE	
CUTTING EDGE AUTOMOTIVE SOLUTIONS	1	HOUSEHOLD LIFE INS CO	1
ANYTIME BAIL BONDS LLC	1	WAUSAU BUSINESS INSURANCE CO	1
WELLS FARGO BANK, NA	1	SAFECO INSURANCE CO OF ILLINOIS	1
A & W LAWN CARE	1	FIRST NATIONAL INSURANCE	1
STAFFORD	1	GENERAL INSURANCE COMPANY	1
CVS PHARMACY INC.(ONLINE)	1	TOTAL INSURANCE	5
ANDREW TURNBULL	1	TOTAL NEW BUSINESSES	
ROMAN STREET MUSIC	1	62	
NORTH HILL CHAIR COVERS & LINENS	1	CLOSED BUSINESSES IN DAPHNE	
MARSHALL'S POOL SERVICE	1	BALI TEAK	1
COINMACH CORPORATION	1	REX TV	1
BUILDERS SPECIALTIES SUPPLY INC	1	VIRTUAL SALON	1
BAY AREA LAWN MAINTENANCE	1	IT'S MY PARTY	1
ARRIS SOLUTIONS, INC	1	ROLY POLY / TCBY	1
RAY WALKER BAIL BONDS LLC	1	ATHEN'S CAFÉ	1
INTERSTATE PLASTICS-09	1	PLANET BEACH	1
TOTAL OUTSIDE CITY LIMITS	20	TOTAL BUSINESSES CLOSED IN DAPHNE	7
CONTRACTORS			
MILLER ELECTRIC COMPANY	1		
NICHOLAS DRYWALL	1		
ALL SOUTH VINYL SIDING, INC	1		

Buildings and Property Committee Minutes

Friday, April 3, 2009

10:00 a.m.

City of Daphne

City Hall

Committee

Councilman John Lake, Chairman-Absent

Mayor Fred Small

Councilman August A. Palumbo

Sandra Morse, Director Daphne Civic Center

Richard Merchant, Buildings Inspector

Frank Barnett, Maintenance Supervisor

Minutes

Mr. Nelson Berry/Ultimate Event Production

The meeting opened at 10:12 a.m. with Mr. Nelson Berry of Ultimate Event Production explaining in detail his business and all safety measures that are built into his cage fighting event. Mr. Berry rents the Daphne Civic Center throughout the year for these events. Mr. Berry stated that his events are not what most people think of when they hear cage fighting and that he is working to have some sort of sanctioning of the event that can be industry wide. Mr. Berry stated that there are many businesses entering into this type event who may not apply his strict list of rules and regulations. Councilman Palumbo requested that Mr. Berry provide Ms. Morse with a list of rules and regulations for his industry that can be considered as the Council will adopt changes to the Civic Center ordinance soon. Councilman Palumbo stated that this will be helpful when renting the facility for such events.

Mr. Stark Irvine/Bayfront Park

Mr. Stark Irvine requested that the Committee recommend to the City Council to consider upgrading the utilities at Bayfront Park as adequate fire protection is needed along Bayfront Park Drive. Mr. Irvine stated that he represents other property owners in the area and this is a concern. Councilman Palumbo stated that Daphne Utilities would have to look into the situation as it is a utility concern. Councilman Palumbo suggested that due to the fact that Mayor Small is a member of the Utility Board and also sits on the Buildings and Property Committee that he could possibly look into the matter. The Mayor stated that he would.

Bayfront Park Appraisal

Mayor Small discussed the Bayfront Park appraisal. The building was appraised at \$381,000.00. The appraisal was needed to ascertain the amount of money that the city could spend on repairs to the building. Of the \$381,000.00, \$190,000.00 can be spent for upgrades in a 10 year period. Mr. Al Guarisco and Mr. Richard Merchant, Building Official discussed what could be upgraded

within the available monies. Mr. Guarisco and Mr. Merchant stated that they would continue to work on possible upgrades for the facility and report back to the Committee.

Signage

The Committee considered a request from city departments for additional banner boards throughout the city to promote city events.

City Hall Furnishing-Finance Committee Request

The Committee discussed the need to finish furnishing the atrium and hallway in City Hall and the fountain area in front of City Hall. **Motion** by Councilman Palumbo to fund the favorable request from the Buildings and Property Committee of \$50,000.00 to complete the furnishing need at City Hall. **Seconded** by Mayor Small. **Motion Approved.**

Civic Center Chiller Noise Study

Mr. Frank Barnett, Public Works Department provided the committee with a study that was conducted by the Daphne Police Department of the noise levels of the chiller behind the Daphne Civic Center. The reports showed not readings above 60 decibels. The study was conducted after two complaints were made by area residents. Mr. Barnett stated that the cost to replace the wood face on the generator enclosure at the Civic Center with sound deadening block is @\$10,128.00 and the cost to completely rebuild the enclosure is \$19,430.45. There was no action taken.

City Hall Generator Warranty, 5 Year Maintenance Contract, and Transfer Switches-Finance Committee Request

Mr. Frank Barnette discussed the Generator Preventative Maintenance contract, the Extended Warranty on the generator, and the Transfer Switches for the generator at City Hall. The Committee discussed the pros and cons of the contracts. **Motion** by Mayor Small to recommend to the Finance Committee to fund the amount for the Preventative Maintenance Contract, the Extended Warranty Contract for the generator, and two (2) transfer switches in the amount of \$16,665.54. **Seconded** by Councilman Palumbo. **Motion Approved.**

Emergency Repair at Civic Center-Finance Committee Request

Mr. Frank Barnette discussed a bill from Comfort Systems for emergency repairs at the Civic Center. Due to electrical problems with Riviera Utilities of which they would call an act of nature the Civic Center chiller went down. The problem was an external shut down caused by the starter on the pump being out. The event was during the Shadow Barron's Ball. The bill for the repair is \$1,871.41. **Motion** by Mayor Small to request funding for the repair from the Finance Committee. **Seconded** by Councilman Palumbo. **Motion Approved.**

LED Lights

Mr. Frank Barnett discussed his research of LED lights to reduce maintenance costs and utility costs. The Committee requested that Mr. Barnette present this information for the 2010 budget year.

Flounder Parade

The Committee discussed the Flounder Parade and the need for volunteers.

Release from Civic Center Contract

The Committee considered a request from Ms. Sandy Cooke to release her from a Civic Center lease contract. **Motion** by Mayor Small to release Ms. Cooke from the contract. **Seconded** by Councilman Palumbo. **Motion Approved.**

Request for Refund-Ms. Loren Fenerty/Fire and Ice Dance

The Committee considered a request from Ms. Loren Fenerty of Fire and Ice Dance to transfer monies paid for her booked April 19, 2009 date to be transferred to her April 18, 2009 date. Due to the request being not within the cancellation policy for a refund Ms. Fenerty would lose all monies paid for that date. **Motion** by Mayor Small to allow a refund to Ms. Fenerty of one half (1/2) of all monies paid for her April 19, 2009. **Seconded** by Councilman Palumbo. **Motion Approved.**

Request for Refund-Ms. Vicky Clark-C&C Concessions

The Committee considered a request from Ms. Vicky Clark of C&C Concessions for a refund of monies paid for a booth space at the Zydeco Festival. **Motion** by Mayor Small to refund the full amount of the booth space if another vendor is found to replace C&C Concessions and if not then to refund ½ of the of the fee paid by C&C Concessions. **Seconded** by Councilman Palumbo. **Motion Approved.**

Request for Refund-Ms. Christen Cannon-Festival Vendor

The Committee considered a request from Ms. Christen Cannon for a full refund of her vendor fees for the Zydeco festival as she broke her foot. **Motion** by Mayor Small to refund her fees if another vendor is found for her space and if not to refund ½ of her fees. **Seconded** by Councilman Palumbo. **Motion Approved.**

Motion to adjourn at 11:15 a.m.

Kossen EQUIPMENT, INC.

www.kossenequipment.com

CORPORATE OFFICES

P.O. Box 7
Clinton, MS
39060-0007

MISSISSIPPI
6005 N. McRaven Rd.
Jackson, MS
39209-9631

PHONE
601.922.4444
FAX
601.922.0800

BRANCH OFFICES

NORTH ALABAMA
3779 Pine Lane, SE
Bessemer, AL
35022-5642
PHONE
205.428.1130
FAX
205.428.1125

SOUTH ALABAMA &
FLORIDA PANHANDLE
6425 Old Rangeline Rd.
Theodore, AL
36582-5230
PHONE
251.443.8402
FAX
251.443.8489

NORTH LOUISIANA
4910 Hazel Jones Rd.
Bossier City, LA
71111-5321
PHONE
318.742.4442
FAX
318.742.4447

SOUTH LOUISIANA
6547 Pecue Lane
Baton Rouge, LA
70817-4426
PHONE
225.751.4100
FAX
225.751.1344

FAX TO: Mr. Frank Barnett c/o Daphne City Hall
(251) 621-3189

FAX FROM: Heather Ellis - Inside Sales
KOSSEN EQUIPMENT, INC. - THEODORE, ALABAMA
Phone: (251) 443-8402 Fax: (251) 443-8489

RE: Extended Warranty on Generator

DATE: February 13, 2009

PAGES: 3 (Including Cover Sheet)

Mr. Barnett,

The following is pricing and information on obtaining the extended warranty for the generator located on your property. This price includes the warranty on the 2 transfer switches as well. We always appreciate your business. Please call with any questions at my above listed number.

Thank you,

Heather Ellis

CONFIDENTIALITY NOTICE

The information in this facsimile message is privileged and confidential and is intended for the use of the addressee given above. If you are neither the intended recipient nor an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, copying, distributing or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone (251) 443-8402, to arrange for the return to us of the original document.

Kossen EQUIPMENT, INC.

www.kossenequipment.com

CORPORATE OFFICES

P.O. Box 7
Clinton, MS
39060-0007

MISSISSIPPI
6005 N. McRaven Rd.
Jackson, MS
39209-9631

PHONE
601.922.4444
FAX
601.922.0800

BRANCH OFFICES

NORTH ALABAMA
3779 Pine Lane, SE
Bessemer, AL
35022-5642
PHONE
205.428.1130
FAX
205.428.1125

SOUTH ALABAMA & FLORIDA PANHANDLE
6425 Old Rangeline Rd.
Theodore, AL
36582-5230
PHONE
251.443.8402
FAX
251.443.8489

NORTH LOUISIANA
4910 Hazel Jones Rd.
Bossier City, LA
71111-5321
PHONE
318.742.4442
FAX
318.742.4447

SOUTH LOUISIANA
6547 Pecue Lane
Baton Rouge, LA
70817-4426
PHONE
225.751.4410
FAX
225.751.1344

March 4, 2009

Mr. Frank Barnett
C/o Daphne City Hall
1705 Main Street
Daphne, AL 36526

Ph: (251) 621-3182
Fax: (251) 621-3189

Dear Mr. Barnett,

We are in the process of scheduling Preventative Maintenance services for our 2008-2009 rosters and want to make certain your generator will be on the schedule when we are in the area performing services.

By signing today, you receive priority service over non-contract customers and we can get you pre-scheduled. We have found that when we do follow up inspections, we can help prevent costly repairs. You have assurance that Kohler factory authorized personnel will perform your services. When you are on our contract report, if you need a repair or service calls the contract labor rate will be \$90.00 instead of \$110.00 per hour.

Preventative Maintenance Service Includes:

- **Basic Annual Service** – Basic preventative maintenance services, the 41-point inspection will also include oil change, oil filter and fuel filter change, test and treat coolant as required and the air filter will be inspected and if needs replacing, an additional fee will apply, per your approval.
- **Six Month Follow Up Inspection** – This is a 41-point inspection service that is performed bi-annually.
- **Full Service** – Recommended every three years. Includes the Basic Annual service, 41-point inspection, as well as having all belts, hoses, batteries and coolant replaced.

Your options for Kohler Model 400REOZDD, s/n 2174546 are as follows:

<u>One (1) Year</u>	OR	<u>Three (3) Year</u>	OR	<u>Five (5) Year</u>
N/A (0)-Full Service		One (1) Full Service		One (1) Full Service
One (1) Basic Service		Two (2) Basic Services		Four (4) Basic Services
One (1) Inspection		Three (3) Inspections		Five (5) Inspections
Price: \$1,037.00		Price: \$4,855.65		Price: \$7,560.54
Initial to accept: _____		Initial to accept: _____		Initial to accept: _____

No sales or use taxes are included in the above net pricing and will be added as applicable. Our terms are net 30 due following invoice date. This contract expires 30 days after invoice date if payment is not received. If this opportunity is missed, please call me for the current rates.

If you should have any questions about this agreement before I follow up with you, please do not hesitate to call me. We always appreciate your business.

KOSSEN EQUIPMENT, INC.

Heather Ellis

Heather Ellis – Inside Sales
Mobile, Alabama
Ph: (251) 443-8402
Fax: (251) 443-8489
Email: hellis@kossenequipment.com

Accepted By/Date _____

Extended Five-Year or Three Thousand (3000)-Hour Comprehensive Stationary Standby Limited Warranty

This Kohler Standby Generator System has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, Kohler Co. warrants for five years or three thousand (3000) hours, whichever occurs first, that the system will be free from defects in material and workmanship if properly installed, maintained, and operated in accordance with Kohler Co.'s instruction manuals. A Kohler distributor, dealer, or authorized representative must perform startup.

This warranty is not effective unless a proper extended warranty registration form and warranty fee have been sent to Kohler Co. within one year of supervised startup.

During the warranty period, repair or replacement at Kohler Co.'s option will be furnished free of charge for parts, provided an inspection to Kohler Co.'s satisfaction discloses a defect in material and workmanship, and provided that the part or parts are returned to Kohler Co. or an authorized service station, if requested. This extended warranty expires five full years after date of startup or after 3000 hours of operation, whichever occurs first.

This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, or normal wear and tear while in your possession.

The following will not be covered by this warranty:

1. Normal engine wear, routine tuneups, tuneup parts, adjustments, and periodic service.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
 - a. Failure to provide the specified type and sufficient lubricating oil.
 - b. Failure to keep the air intake and cooling fin areas clean.
 - c. Failure to service the air cleaner.
 - d. Failure to provide sufficient coolant and/or cooling air.
 - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
 - f. Failure to exercise with load regularly.
5. Original installation charges and startup costs.
6. Starting batteries and the following related expenses:
 - a. Labor charges related to battery service.
 - b. Travel expense related to battery service.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental of equipment during performance of warranty repairs.
9. Non-Kohler-authorized repair shop labor without prior approval from the Kohler Co. Warranty Department.
10. Parts purchased from sources other than Kohler. Replacement of a failed Kohler part with a non-Kohler part voids warranty on that part.
11. Radiators replaced rather than repaired.
12. Fuel injection pumps not repaired locally by an authorized servicing dealer.
13. Engine fluids such as fuel, oil, or coolant/antifreeze.
14. Shop supplies such as adhesives, cleaning solvents, and rags.
15. Expenses incurred investigating performance complaints unless the problem is caused by defective Kohler materials or workmanship.
16. Maintenance items such as fuses, filters, spark plugs, loose/leaking clamps, and adjustments.

A Startup Notification form must be on file at Kohler Co. A Startup Notification form must be completed by Seller and received at Kohler Co. within 60 days after the date of initial startup. Standby systems not registered within 60 days of startup will automatically be registered by Kohler Co. using the Kohler Co. ship date as the startup date.

To obtain warranty service, call 1-800-544-2444 for your nearest authorized Kohler service representative, or write Kohler Co., Generator Service Department, Kohler, WI 53044 USA.

KOHLER CO. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.

This is our exclusive written warranty. We make no other express warranty, nor is anyone authorized to make any in our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURCHASE, is expressly limited to the duration of this warranty.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

KOHLER.
POWER SYSTEMS

KOHLER CO. Kohler, Wisconsin 53044
Phone 920-565-3381, Fax 920-459-1646
For the nearest sales/service outlet in the
US and Canada, phone 1-800-544-2444
KohlerPowerSystems.com

TP-0561 12/99c

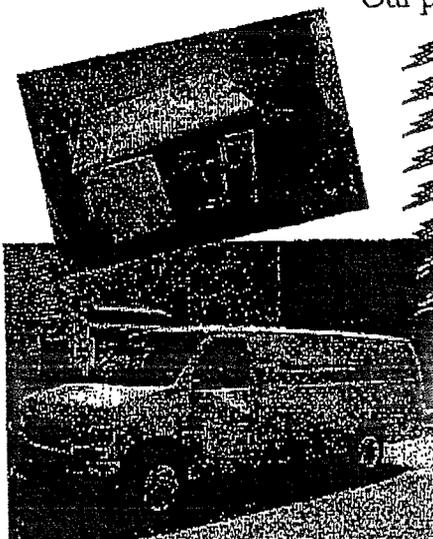
Preventative Maintenance

Kossen Equipment can keep your generator maintained and ready for use.

Kossen Equipment provides customized preventative maintenance programs. Like any equipment with an engine, your generator power system needs periodic maintenance to keep it in top condition and ready to operate when the lights go out. The middle of a power failure is not the time to find problems in your system. Kossen Equipment's Preventative Maintenance agreements are tailored to your needs.

Our programs include:

- ✦ Regularly scheduled visits to your home or business
- ✦ 41-point inspections of your power system
- ✦ Oil, oil filter, fuel filter changes
- ✦ Testing and treatment of coolant as required
- ✦ Disposal of waste oil and filters at an EPA approved recycling facility
- ✦ Complete engine testing
- ✦ Optional oil analysis
- ✦ Replace air filter, if needed



A consistent preventative maintenance schedule will uncover, diagnose and correct minor problems before they become costly. While preventative maintenance is not a problem-free guarantee, the odds will definitely be on your side. Our PM customers find that their generators are more likely to work properly in an outage, compared to customers who maintain their own equipment.

Your Kossen Equipment Preventative Maintenance schedule will include annual filter and fluid changes, with additional semi-annual, quarterly, or monthly inspections available.

Kossen Equipment takes pride in leaving your generator site cleaner than when we arrived. We use only the highest quality fluids.

We also offer extended warranties, load bank testing, electrical systems testing, oil analysis, fuel polishing, and other services that can be added to your Preventative Maintenance agreement.

Kossen Equipment's Preventative Maintenance is just one part of our overall service program. Our technicians are on call 24/7 to service your generator in the event of a problem. Pre-paid Preventative Maintenance agreement customers receive priority scheduling and discounts on repair costs. Call us today.

www.KossenEquipment.com

Kossen
EQUIPMENT, INC.

KOHLER

6005 N. McRaven Road
Jackson, MS 39209
PH 601.922.4444
FX 601.922.0800

3779 Pine Lane SE
Bessemer, AL 35022
PH 205.428.1130
FX 205.428.1125

6425 Old Rangeline Road
Theodore, AL 36582
PH 251.443.8402
FX 251.443.9569

4910 Hazel Jones Road
Bossier City, LA 71111
PH 518.742.4442
FX 318.742.4447

6122 Highway 73
Geismar, LA 70734
PH 225.744.0030
FX 225.744.0031

Kossen EQUIPMENT, INC.

www.kossenequipment.com

February 13, 2009

CORPORATE OFFICES

P.O. Box 7
Clinton, MS
39060-0007

MISSISSIPPI
6005 N. McRaven Rd.
Jackson, MS
39209-9631

PHONE
601.922.4444
FAX
601.922.0800

BRANCH OFFICES

NORTH ALABAMA
3779 Pine Lane, SE
Bessemer, AL
35022-5642
PHONE
205.428.1130
FAX
205.428.1125

SOUTH ALABAMA &
FLORIDA PANHANDLE
6425 Old Rangeline Rd.
Theodore, AL
36582-5230
PHONE
251.443.8402
FAX
251.443.8489

NORTH LOUISIANA
4910 Hazel Jones Rd.
Bossier City, LA
71111-5321
PHONE
318.742.4442
FAX
318.742.4447

SOUTH LOUISIANA
6547 Pecue Lane
Baton Rouge, LA
70817-4426
PHONE
225.751.4410
FAX
225.751.1344

Mr. Frank Barnett
C/o Daphne City Hall
1705 Main Street
Daphne, AL 36526

Ph (251) 621-3182
Fax (251) 621-3189

RE: QUOTATION FOR EXTENDED WARRANTY ON KOHLER GENERATOR MODEL 400REOZDD, s/n 2174546

Dear Mr. Barnett,

We are pleased to provide a pricing agreement on the above referenced services for the system installed at your facility.

Today's net pricing on Five Year Comprehensive Warranty would be \$9,105.00. Kossen defines this warranty as:

Five Year Comprehensive Warranty – provides coverage of parts and labor for the five (5) years following start-up of equipment. Your complete coverage offers:

- One source to call for any repair or service needs.
- Assurance of Kohler factory authorized personnel using OEM parts.
- Priority response over non-warranty customers.
- No deductibles or partial coverage.
- One single, one-time price – that protects you from increases in the estimated ten percent increase each year – in labor rates, parts prices, rising fuel and oil prices over the five-year period.

For acceptance of today's price, we will need a signed response and full payment, or a purchase order before the deadline date of May 27, 2009. Taxes apply where applicable. The prices listed will expire ninety - days from the above date. If this opportunity is missed, please call me for the current rates.

If accepted, please sign and return with payment as soon as possible so we can order the extended warranty with Kohler Company.

KOSSEN EQUIPMENT, INC.

Heather Ellis

Mobile, Alabama
Ph: (251) 443-8402
Fax: (251) 443-8489
Email: hellis@kossenequipment.com

Accepted By/Date _____

Extended Warranty

Kossen Equipment offers the security of a five year extended warranty



Your KOHLER Generator comes with a one-year warranty covering engine components, generator components and your automatic transfer switch. Is one year long enough? Are you prepared to pay hundreds or thousands of dollars for repairs if there are problems after the first year?

Kossen Equipment is proud to offer a **Five Year Extended Warranty** program that can extend your standard warranty coverage. With our Extended Warranty, you can relax, knowing that you're covered in the event of a problem.

With a **Kossen Extended Warranty**, you can have:

- ⚡ A single source to call for any repair or service needs for a full five years
- ⚡ Assurance of Kohler factory authorized personnel performing all repairs using OEM parts
- ⚡ In the event of a widespread disaster, priority response over non-warranty customers
- ⚡ Complete coverage on all parts, labor, travel and mileage for service relating to defects in material and workmanship for five years
- ⚡ On-site repair service
- ⚡ No deductibles or partial coverage
- ⚡ A single, one-time price that protects you from increases in labor rates, parts prices, and fuel/mileage charges over the five-year period

Your **Kossen Extended Warranty** covers ALL failures resulting from defects in material and workmanship, including but not limited to:

Engine Components

- Air Intake System
- Exhaust System
- Cooling System
- Engine Electrical System
- Starter System
- Battery
- Block Heater

Generator

- Rotor, Stator, Exciter Field
- Circuit Breaker
- Bearing
- Fan
- Adaptor Plates
- Voltage Regulator

Generator Controls

- Digital Controller
- Logic Circuit Boards
- Gauges/Meters
- Alarm Horn

Engine Mounting System

- Skid Base
- Sub Base Fuel Tank

Automatic Transfer Switch

- Logic Circuit Boards
- Contactor
- Exerciser Clock
- Coils

Give us a call today at (601) 922-4444 for a free estimate. If you wait, you could be too late!

Kossen
EQUIPMENT, INC.

KOHLER
GENERATORS

www.KossenEquipment.com

6005 N. McRaven Road
Jackson, MS 39209
PH 601.922.4444
FX 601.922.0800

3779 Pine Lane SE
Bessemer, AL 35022
PH 205.428.1130
FX 205.428.1125

6425 Old Rangeline Road
Theodore, AL 36582
PH 251.443.8402
FX 251.443.9569 77

4910 Hazel Jones Road
Bossier City, LA 70111
PH 318.742.4442
FX 318.742.4447

6122 Highway 73
Geismar, LA 70734
PH 225.744.0030
FX 225.744.0031



PO BOX 7
Clinton, MS 39060-0007
(601) 922-4444

Bessemer, AL Mobile, AL Baton Rouge, LA Bossier City, LA

*Frank -
Please call to
check on getting maint agreement*

PAGE 1

INVOICE DATE 10/31/2007
INVOICE NO 55373

S ITS002
O DAPHNE CITY HALL
L C/O INSTRUMENT TECHNICAL SERV
D 8235 PADGETT SWITCH ROAD
IRVINGTON, AL 36544
T
O

S DAPHNE CITY HALL
H DAPHNE, AL
I
P
T
O

O/C/SX

NET DUE 97,420.00

SLS1	DUE DATE	ORDER NO	TERMS	PO NUMBER
BTS	10/31/2007	KMB70058	Due in 30 Days	5450-00051-1741

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
GEN	8	UNIT	1.00	1.00	97,420.00	97,420.00
400REOZDD SR# 2174546						

We appreciate your business.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	97,420.00	0.00	0.00	0.00	97,420.00
	PREPAYMENT	0.00		NET DUE	97,420.00

Kossen

EQUIPMENT, INC.

www.kossenequipment.com

CORPORATE OFFICES

P.O. Box 7
Clinton, MS
39060-0007

April 2, 2009

MISSISSIPPI
6005 N. McRaven Rd.
Jackson, MS
39209-9631

PHONE
601.922.4444
FAX
601.922.0800

Mr. Frank Barrett
Daphne City Hall

Via Fax 251-621-3189

Dear Frank,

As per our conversation this morning, here is the information you requested on the transfer switches for the generator at Daphne City Hall.

BRANCH OFFICES

NORTH ALABAMA
3779 Pine Lane, SE
Bessemer, AL
35022-5642
PHONE
205.428.1130
FAX
205.428.1125

(1) Service Entranced Rated Automatic Transfer Switch
TS 883A2000B1AE2ARQAA \$19,063.00

(1) Kohler Model Automatic Transfer Switch
KCS-DCTC-1000S \$9,503.00

These prices are for the switches only and does not include the freight, labor and start-up costs that were paid. Please feel to contact me if you have additional questions.

Thank you,



Susan McClendon

SOUTH ALABAMA & FLORIDA PANHANDLE
6425 Old Rangeline Rd.
Theodore, AL
36582-5230
PHONE
251.443.8402
FAX
251.443.8489

KOSSEN EQUIPMENT, INC.
Power Systems Sales - Mobile, Alabama
Ph: (251) 443-8402 Fax: (251) 443-8489

NORTH LOUISIANA
4910 Hazel Jones Rd.
Bossier City, LA
71111-5321
PHONE
318.742.4442
FAX
318.742.4447

SOUTH LOUISIANA
6547 Pecue Lane
Baton Rouge, LA
70817-4426
PHONE
225.751.4410
FAX
225.751.1344

COST OF EQUIPMENT

Generator	\$97,420.00
Transfer switches	
City Hall	\$19,063.00
Chiller	\$9,503.00
	<hr/>
	\$125,986.00

COST OF WARRANTY

Maintenance 5 year	\$7,560.54
Extended warranty; Generator	
And two transfer switches	\$9,105.00
	<hr/>
	\$16,665.54

Balance due in full by May 27, 2009

If maintenance is not done by qualified
personnel warranty could be voided.



Southeast
 4251 Alden Drive
 Mobile, Alabama 36693
 (888)345-8450

INVOICE

INVOICE #: 042009283
 INVOICE DATE: 03/09/09
 CUSTOMER NUMBER: DAP001

CITY OF DAPHNE
 ATTN:
 PO BOX 400
 DAPHNE AL 36526

RE: SERVICE PERFORMED AT
 DAPHNE CIVIC CENTER

DAPHNE AL 36526

CREDIT TERMS:

SITE CODE: 001

*** WORK ORDER # 4204396

P.O. NUMBER:

CHILLER WAS DOWN. INSPECTED ELECTRICAL CONNECTIONS AND FUSES. RESET CHILLER BUT IT DID NOT COME BACK ON LINE. THE DISPLAY READ "A-100" WHICH MEANS EXTERNAL SHUT DOWN. INSPECTED CHILL WATER PUMPS AND RESET ON PUMPS WOULD NOT WORK. FOUND THE STARTER ON PUMP ONE WAS BAD. RESET CHILLER 2 AND IT CAME BACK ON LINE. INSPECTED OPERATIONS ON CHILLER AND PUMP 2. ALL IS WORKING PROPERLY AT THIS TIME.

RECEIVED
 MAR 25 2009

LABOR

Theron Mills	02/21	3.50 OVT HRS @	112.50
JAE ESLAVA	02/20	2.00 OVT HRS @	112.50
JAE ESLAVA	02/23	1.50 REG HRS @	75.00
JAE ESLAVA	02/25	3.00 REG HRS @	75.00

Net Labor: 956.25

MATERIALS

SOLID STATE 12.5-50AMP
 CONTACTOR 110 VOLT 50A

Net Material: 885.16

MISC. EXPENSES

03/06/09 TRUCK CHARGE
 03/06/09 MISCELLANEOUS MATERIALS

Net Misc. Expenses: 30.00

Work Order Total: 1,871.41

THANK YOU!

PLEASE SEE PAGE 2
 FOR INVOICE TOTAL

PAGE: 1



Southeast

4251 Alden Drive
Mobile, Alabama 36683
(888)545-8450

INVOICE

INVOICE #: 042009283
INVOICE DATE: 03/09/09
CUSTOMER NUMBER: DAP001

CITY OF DAPHNE
ATTN:
PO BOX 400
DAPHNE AL 36526

RE: SERVICE PERFORMED AT
DAPHNE CIVIC CENTER

DAPHNE AL 36526

CREDIT TERMS:

SITE CODE: 001

Net Invoice Amount:

1,871.41

Sales Tax:

✓ 168.43

Total Invoice:

2,039.84

Service Work Order

Alabama • Florida • Georgia • Mississippi



Southeast

4251 Alden Drive, Mobile, AL 36693
 Phone: (251) 661-0717 • Fax: (251) 661-0898
 CMC057155 • CN209643

Customer Name: DAPHNE CIVIC CENTER

Date: 21 FEB 09

Address: _____

Customer Contact Name: _____

Customer Contact Phone #: _____

Job #: 4204396

Customer P.O. #: _____

UNIT #	MFG	MODEL #	SERIAL #	AGE
		<u>TAKEN ON THEBONS TICKET</u>		

1. Diagnosis: MOTOR WAS DOWN FROM BAD STARTER ON PUMP

2. Additional Work Required: _____

TECHNICIAN:					PARTS			
Date	Time In	Time Out	Reg. Hrs.	OT. Hrs.	QTY	Description	P.O. #	Truck #
<u>21 FEB 09</u>	<u>1015</u>	<u>1215</u>	<input checked="" type="checkbox"/>	<u>2</u>				

TERMS: NET DUE ON COMPLETION I have the authority to order the described work. It is agreed that each seller will retain title to any equipment or material furnished until full and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller shall be held harmless for damages resulting from the removal thereof. If this invoice is not paid within 30 days, I agree to pay 1 1/2% per month (18% annual rate) or the maximum allowed in the state of residence on the unpaid balance. If this invoice is placed for collection, I agree to pay all of the seller's attorney and/or agency fees and any court costs.	EQUIPMENT Hot Water Boiler <input type="checkbox"/> Yes <input type="checkbox"/> No High Pressure Recovery <input type="checkbox"/> Yes <input type="checkbox"/> No Low Pressure Recovery <input type="checkbox"/> Yes <input type="checkbox"/> No Rigging <input type="checkbox"/> Yes <input type="checkbox"/> No Welding Charge * <input type="checkbox"/> Yes <input type="checkbox"/> No Nitrogen sm ___ qty lg ___ qty		ENVIRONMENTAL CHECK Cylinder # _____ New Ref Type _____ Quantity Used _____ Recovered? <input type="checkbox"/> Yes <input type="checkbox"/> No ___ Qty # Recycled? <input type="checkbox"/> Yes <input type="checkbox"/> No ___ Qty # Returned to this unit? <input type="checkbox"/> Yes <input type="checkbox"/> No ___ Qty #	
	EXPENSES Per Diem _____ Miscellaneous <input type="checkbox"/> Yes <input type="checkbox"/> No		JOB STATUS: Complete <input checked="" type="checkbox"/> Incomplete <input type="checkbox"/>	
	SIGNATURE ON THEBONS TICKET CUSTOMER SIGNATURE _____			

Quality People. Building Solutions. SM

White Office

Yellow - Invoice

Pink - Customer

Goldenrod - File

Service Work Order

Alabama • Florida • Georgia • Mississippi



Southeast

4251 Alden Drive, Mobile, AL 36693
 Phone: (251) 661-0777 • Fax: (251) 661-0898
 CMC057155 • CN209643

Customer Name: Daphne Civic Center
 Address: _____
 Job #: 47043910

Date: 2/21/09
 Customer Contact Name: _____
 Customer Contact Phone #: _____
 Customer P.O. #: _____

UNIT #	MFG	MODEL #	SERIAL #	AGE
pump 1	Baldor	M2531T	09802	
pump 2	Baldor	M2531T	09802	

1. Diagnosis: found chiller down, checked chiller, electrical = fuses etc. reset chiller, but chiller would not come back on line - display read = A-DO or external shutdown, checked chilled water pumps, reset on pumps would not work put pumps in hand but still would not come on line, found starter on pump one bad, found it, reset on pump two, reset chiller came back on line, checked operation of chiller and pump two ok.
2. Additional Work Required: _____

TECHNICIAN: <u>Tmills</u>					PARTS			
Date	Time In	Time Out	Reg. Hrs.	OT. Hrs.	QTY	Description	PO. #	Truck #
<u>2/21</u>	<u>9:00</u>	<u>12:30</u>		<u>3 1/2</u>				
<u>2/21</u>	<u>10:15</u>	<u>12:15</u>		<u>2</u>				

TERMS: NET DUE ON COMPLETION
 I have the authority to order the described work. It is agreed that each seller will retain title to any equipment or material furnished until full and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller shall be held harmless for damages resulting from the removal thereof. If this invoice is not paid within 30 days, I agree to pay 1 1/2% per month (1.5% annual rate) or the maximum allowed in the state of residence on the unpaid balance. If this invoice is placed for collection, I agree to pay all of the seller's attorney and/or agency fees and any court costs.

EQUIPMENT

Hot Water Boiler Yes No
 High Pressure Recovery Yes No
 Low Pressure Recovery Yes No
 Rigging Yes No
 Welding Charge Yes No
 Nitrogen sm. qty lg. qty

ENVIRONMENTAL CHECK

Cylinder # _____
 New Ref Type _____
 Quantity Used _____
 Recovered? Yes No _____ Qty #
 Recycled? Yes No _____ Qty #
 Returned to this unit? Yes No _____ Qty #

EXPENSES

Per Diem _____
 Miscellaneous Yes No

JOB STATUS:
 Complete
 Incomplete

CUSTOMER SIGNATURE: [Signature]

Quality People. Building Solutions. SM

White - Office Yellow - Invoice Pink - Customer Goldrod - File

MEMO

To: Sgt. Lassiter/Cpl. Ardis
 From: Lt Hempfling
 Date: March 26, 2009
 Reference: Noise at Library

Sgt. Lassiter have your officers check the noise level at the Daphne Library March 27th - 29th from 10:00 pm - 5:00 am, listing the results at each time listed below. Officers should go to the back side of the Civic Center and stand next to Main St., be sure you are the only person in the area and no vehicle are driving in the area at this time.

DAY	10 PM	11 PM	12 PM	1 AM	2 AM	3 AM	4 AM	5 AM
FRIDAY	55.6	57.3	55.0	53.1	49.7	Storming	—	—
SATURDAY	52.1	54.0			53.7	50.6	49.9	
SUNDAY	57.0	53.8	55.9		53.1		52.3	49.7

Friday - couldn't hear anything over wind + rain.
 Sat + Sun - could hear A/C running but not
 loud or erratic. Just a steady hum. no
 readings over 60 PA

Civic Center Generator Enclosure

To replace the wood topping the generator enclosure at the Civic Center with sound deadening block as was used around the generators at City Hall and install a metal door for access;

For materials \$5,928.00.

1. 413 blocks @ \$11.45 ea.	\$4,605.00
2. 25 bags of mortar @ \$7.93	199.00
3. 3 yards of sand @ \$8.00	24.00
4. 1 exterior metal door @ \$900.00	900.00
5. Miscellaneous \$200.00	200.00

Labor 4 men for 40 hours @ 25.00 4,000.00

Scaffolding for 35 feet of wall 200.00

Total \$10,128.00

Complete rebuild

1500 Blocks	\$17,175.00
65 Bags Mortar	515.45
5 Yards Sand	40.00
5000 Bricks	1700.00
	\$ 19,430.45

*+ Concrete foundation
+ Labor
+ Scaffold rental*

Handwritten initials or mark



TURNER DISTRIBUTION COMPANY

24443 Avalon Blvd.

Daphne, AL 36526

www.turnerdc.com

(251) 625-8688 Phone

(251) 217-9355 Fax

dturner@turnerdc.com

 TURNER DISTRIBUTION COMPANY	Turner Distribution Company 24443 Avalon Blvd. Daphne, AL 36526 Phone: (251) 625-8688 Fax: (251) 217-9355	Quote #: DAFHNE031309
--	--	---------------------------------

Rebecca A. Hayes The City of Daphne 1705 Main Street Daphne, AL 36526	Phone: (251) 621-9000 Fax: (251) 621-3538 Email: becjer@bellsouth.net	Date: 3/13/2009 Rep.: Dale Turner
---	---	--------------------------------------

Qty	Item #	Name	Price	Total
9	RG8201	Community Regal Chair Maharam Fabric	\$1,360.59	\$12,245.31
3	RG8202	Community Regal Loveseat Maharam Fabric	\$1,881.57	\$5,644.71
2	RG8203	Community Regal Sofa Maharam Fabric	\$2,227.56	\$4,455.12
5	CA2828-20L	Community Callaway Corner Table	\$286.71	\$1,433.55
3	CA2030-20L	Community Callaway End Table	\$293.55	\$880.65
1	XCA2066-30L	Community Callaway Sofa Table	\$419.52	\$419.52
1	XCA2040-30L	Community Callaway Short Sofa Table	\$410.97	\$410.97
2	T5GC504	Jasper Franklin Guest Chair	\$479.44	\$958.88
2	B6WBVILLAEXP	Webcoat Villa 6' Contour Bench	\$732.00	\$1,464.00
4	B4WBVILLAEXP	Webcoat Villa 4' Contour Bench	\$578.00	\$2,312.00
4	B4WBVILLAEXP	Webcoat Villa 4' Contour Bench Add-On	\$442.00	\$1,768.00
2	TR32CROWN	Webcoat Crown Steel Trash Receptacle	\$410.00	\$820.00
2	LINER32	Webcoat 32 Gallon Plastic Liner	\$24.00	\$48.00
2	TRSMC	Webcoat Surface Mount Assembly	\$35.00	\$70.00
1	SMOKESTATION	Webcoat Smokers Bench	\$844.00	\$844.00
1		Delivery, Installation, Labor Outside Benches	\$700.00	\$700.00
			Sub Total	\$34,474.71
			Shipping & Handling	\$399.00
			Taxes 0.000%	\$.00
			TOTAL	\$34,873.71

The total pricing is based upon the contract price list in effect. If the order is placed after March 31, 2009, the price indicated will need to be reviewed for quarter end list price adjustments. Final Guest Chair fabric selection may change price.

Office Use Only:

Thank you for your business.

Daphne Beautification Meeting

Daphne City Hall, Daphne, AL

Minutes

April 4, 2009

General Membership Meeting

City Liaison: Bill Eady, Marjorie Bellue, David McKelroy, Denise Penry, Pat Wilden

Members:

Chair: Dorothy Morrison (2)	Bea Wilson (2)	Carolyn Coleman (2)
Vice Chair: Kay Wine man(7)	Joan Martin(2)	Tomasina Werner(4)
Secretary: Judy Sholtis(2)	Patty Kearney(5)	Elaine Maxime
Treasurer: Elena Vaughn(4)	Whitney Wingbermhule(1)	
Marilyn O'Connor Moore(2)	Pat Wilden(1)	

- I. Call to order- 9:00 a.m.
- II. Roll call-Present were Dorothy Morrison, Joan Martin, Carolyn Coleman, Selena Vaughn, Tomasina Werner, Marilyn O'Connor Moore, Pat Wilden, Bill Eady, Marjorie Bellue, David McKelroy, and Denise Penry.
- III. Approval of minutes from last meeting-Minutes were reviewed by members, motion was made, and seconded to accept minutes as written.
- IV. Treasurers Report-Denise distributed copies of the report. Report was reviewed by members, a motion was made, and seconded to accept report.
- V. Public Works
 - a) Mr. Bill Eady will now be the liaison with the DBC. Public works will be kept separate from parks and recreation.
 - b) Landscaping needs to done at several intersections of the city. These first three areas to be addressed are: Hwy. 64/Hwy. 98, Van Buren St./Hwy. 64, and Johnson Rd./Hwy. 98. These three areas already have irrigation systems in place. The total estimated cost of shrubs and plants for the three areas is \$30,000.00. The DBC approved the project but there are no monies available for the project at this time.
 - c) Indian Hawthorn bushes are to be planted in front of Centennial Park and the Mancini Building. The Indian Hawthorns will eventually continue throughout the downtown area.

VI. Sub-Committee Reports

- a) Arbor Day-Carolyn passed around several pictures of Lauren, etc. Today is the last day to vote for her poster at arborday.org.
- b) Beautification Award- The award for District 1 was given to The Park, an apartment complex on Pollard Road. It was also noted by Tomisina that Riviera Utilities has done much to improve their landscaping.
- c) Decorations – The Easter bunnies will go up today for the Easter egg hunt tomorrow. They will be taken down on Mon. The blue City of Daphne banners will remain up until Sept. 1, 2009. There will be a decorations meeting called to discuss Memorial Day.
- d) Gator Alley- The vines have been removed from the fence! Dorothy and Carolyn volunteered to prune the butterfly garden. The park and recreation department has taken over Gator Alley.
- e) Daphne Tree Board – Whitney was not present to give a report.

VII. Open Business- There is to be a meeting at 10 on Wed., April 7th to discuss the downtown area and the Hwy. 98 medians.

VIII. Members Comments-

- a) Members asked about the pruning of the Crepe Myrtle trees. Marjorie said they are pruned to control growth.
- b) Tomasina wrote a letter to Riviera Utilities to thank them for the improvements they have made in their landscaping
- c) Joan asked if anything could be done to improve the landscaping in front of east Bay Auto on Main St.

IX. Announcements – Pat Wilden is the new volunteer coordinator for the city.

X. Adjournment-9:50 a.m.

**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:

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 26, 2009
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

CALL TO ORDER:

The number of members present constitutes a quorum and the regular meeting of the City of Daphne Planning Commission was called to order at 6:00 p.m.

CALL OF ROLL:

Members Present:

Fred Small, Mayor
Frank Martin, Secretary
Victoria Phelps
Don Terry, Vice Chairman
Ed Kirby, Chairman
Larry Chason
Cathy Barnette, Councilwoman
Chief James "Bo" White
Joel Lemoine

Staff Present:

Adrienne D. Jones, Director of Community Development
Jan Dickson, Planning Coordinator
Nancy Anderson, GIS Manager
Ashley Campbell, the Environmental Programs Officer

Staff Absent:

Jay Ross, Attorney
Missty Gray, Attorney
Lonnie Jones, Code Enforcement Officer

Others Absent:

Rob McElroy, General Manager/Utilities Board of the City of Daphne
Danny Lyndall, Operations Manager/Utilities Board of the City of Daphne

The first order of business is the call to order.

Chairman: Please let the record reflect that all of the members of the Commission are present.

The next order of business is review of the minutes.

APPROVAL OF MINUTES:

The minutes of the January 22, 2009 regular meeting were considered for approval. A copy of the minutes was furnished to us previously. Do any of the Commissioners have any questions or comments?

Chairman: If there are no additions, deletions, or corrections at this

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 26, 2009
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

time, the Chair will entertain a motion.

A **Motion** was made by Mr. Terry and **Seconded** by Mr. Lemoine **to approve the minutes of the January 22, 2009 regular meeting. The Motion carried. Ms. Barnette and Ms. Phelps abstained.**

The minutes of the February 3, 2009 special meeting were considered for approval. A copy of the minutes was furnished to us previously. Do any of the Commissioners have any questions or comments?

Chairman: If there are no additions, deletions, or corrections at this time, the Chair will entertain a motion.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Terry **to approve the minutes of the February 3, 2009 special meeting. The Motion carried. Ms. Phelps abstained.**

The minutes of the February 26, 2009 regular meeting were considered for approval. A copy of the minutes was furnished to us previously. Do any of the Commissioners have any questions or comments?

Chairman: If there are no additions, deletions, or corrections at this time, the Chair will entertain a motion.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Terry **to approve the minutes of the February 26, 2009 regular meeting. The Motion carried unanimously.**

The first order of business under old business is final plat review for Yancey Branch Woods Subdivision, Unit II.

OLD BUSINESS:

FINAL PLAT REVIEW:

File SDF09-03:

Zoning(s): R-4, High Density Single Family Residential

Subdivision: Yancey Branch Woods, Unit II

Location: North Whispering Pines Road and East of U. S. Highway 98

Area: 4.86 Acres \pm , (13) lots

Owner: YBW II, L.L.C. - Bruce White

Engineer: Hutchinson, Moore & Rauch - Ray Moore

An introductory presentation was given by Mr. Ray Moore, representing Hutchinson, Moore & Rauch, requesting final plat review of a four-

**THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 26, 2009
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.**

point eight-six subdivision consisting of thirteen lots located north of Whispering Pines Road and East of U. S. Highway 98. An issue of a sink hole being located on the site was noted by Ms. Campbell and is being addressed by the owner. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments? If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Terry **to approve the final plat for Yancey Branch Woods Subdivision, Unit II. The Motion carried unanimously.**

The first order of business under new business is site plan review for the Daphne Public Library Addition.

NEW BUSINESS:

SITE PLAN REVIEW:

File S09-03:

Site: Daphne Public Library Addition

Zoning: B-1, Local Business

Location: 2603 U. S. Highway 98

Area: 9.61 Acres +

Owner: The City of Daphne

Engineer: Hatch Mott McDonald - John Peterson

An introductory presentation was given by Mr. John Peterson, representing Hatch Mott McDonald, requesting site plan review of an addition to the Daphne Public Library. The City of Daphne is proposing a small work room addition of three thousand eight hundred square feet adjacent to the west side of the building on Main Street. We have addressed all of the comments given which include the presentation of a landscape plan and the issue with the International Building Code. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments? If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Terry **to approve the site plan for the Daphne Public Library Addition. The Motion carried unanimously.**

The next order of business is final plat review for Dorsey Woods Subdivision formerly known as Chaucer Ridge Subdivision.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 26, 2009
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

FINAL PLAT REVIEW:

File SDF09-02: (Preliminary plat approved as Chaucer Ridge)

Subdivision: Dorsey Woods

Zoning: *R-A, Rural Agricultural, and R-2 B, Single Family Residential, Baldwin County District 15*

Location: On County Road 54 East
Area: 29.93 Acres +, (60) lots
Owner: Elite Development, L.L.C.
Engineer: Engineering Development Services - Jason Estes

An introductory presentation was given by Mr. Joe Bullock, Engineering Development Services, requesting final plat review of a twenty-nine point ninety-three acre subdivision consisting of sixty lots located on County Road 54 East. At the work session there were three basic comments which needed to be addressed by us. One was the revision to the covenants to address the installation of sidewalks at the time of the construction of the home. The revision has been done and given to Ms. Jones for review. The second was erosion and sediment control. A grass bond was obtained to address this issue. The third was a revision to the letter from Belforest Water Authority. A revised letter was given which outlined the required fire flow for fire protection in the subdivision. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments?

Mayor Small: I appreciated you working on reformatting the Belforest Water Authority final acceptance letter. I think the format presented will work really well.

Chairman: Do any of the Commissioners have any further questions or comments?

A **Motion** was made by Mr. Terry and **Seconded** by Mr. Lemoine **to approve the final plat for Dorsey Woods Subdivision formerly known as Chaucer Ridge Subdivision. The Motion carried. Ms. Barnette abstained.**

The next order of business is an administrative presentation for the Estates of Tiawasee Subdivision.

ADMINISTRATIVE PRESENTATION:

An introductory presentation was given by Mr. Kent Broom, Landscape Architect, representing Woodland Bay Group, L.L.C. The owner is

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 26, 2009
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

requesting the release of the two cashiers' checks totaling sixty-two thousand nine hundred and seventy dollars given as the performance guarantee for landscaping in the Estates of Tiawasee Subdivision. Copies of the plan have been provided to show what revisions have been made to the approved landscape plan. I have received a copy of Ms. Campbell's comments and the contractor is addressing them. He has placed a barrier at this location as a temporary solution and will be installing a concrete barrier at a later date. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments?

Ms. Jones: Mr. Broom has all of his paperwork in order including a letter of acceptance from Ashley Campbell, the Environmental Programs Officer, and himself as the landscape architect.

Chairman: Do any of the Commissioners have any further questions or comments? If there is no objection, the Chair will entertain a motion.

A Motion was made by Ms. Barnette **Seconded** by Mr. Lemoine **to approve the release of the two cashiers' checks totaling sixty-two thousand nine hundred and seventy dollars given as the performance guarantee for landscaping in the Estates of Tiawasee Subdivision. The Motion carried unanimously.**

A Motion was made by Ms. Barnette and **Seconded** by Mayor Small **for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the acceptance of the streets in the Estates of Tiawasee. The Motion carried unanimously.**

The next order of business is an administrative presentation for Dunmore Subdivision.

An introductory presentation was given by Mr. Andy Bobe, representing Rester & Coleman Engineers. The owner is requesting the release of a cashier's check in the amount of one hundred twenty-seven thousand two hundred thirty-three dollars and thirty-five cents given as the performance guarantee for landscaping in Dunmore Subdivision. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments?

Ms. Jones: Mr. Bobe has all of his paperwork in order including letters of acceptance from Ashley Campbell, the Environmental Programs Manager, and Mr. Strunk, WAS, the landscape architect.

Chairman: Do any of the Commissioners have any further questions or comments? If there is no objection, the Chair will entertain a motion.

A Motion Ms. Barnette was made by **Seconded** Mayor Small by **to approve the release of a cashier's check in the amount of one hundred twenty-seven-thousand two-hundred thirty-three dollars and thirty-five cents**

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 26, 2009
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

given as the performance guarantee for landscaping in the Dunmore Subdivision. The Motion carried unanimously.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Terry *for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the acceptance of the streets in Dunmore Subdivision. The Motion carried unanimously.*

The next order of business is an administrative presentation for Johnson Road and U.S. Highway 98 Drainage Project.

An introductory presentation was given by Mr. Joe Ollinger, Dyas Development, L.L.C. representing Mr. Matthew Walker, Jr. The owner is requesting an extension of the site plan approved for Johnson Road and U. S. Highway 98 Drainage Project. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments? If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Terry *to grant a one year extension of the site plan approved for the Johnson Road and U. S. Highway 98 Drainage Project, with the same conditions which were imposed on the site plan at the time of the original approval. The Motion carried unanimously.*

Ms. Dickson: Mr. Chairman, can Ms. Barnette amend her motion to add the date of expiration as requested by the City Attorney.

An **Amended Motion** was made by Ms. Barnette and **Seconded** by Mr. Terry *to grant a one year extension of the site plan approved for the Johnson Road and U. S. Highway 98 Drainage Project, with the same conditions which were imposed on the site plan at the time of the original approval set to expire on April 14, 2010. The Motion carried unanimously.*

The first order of business is an administrative presentation for the NRCS-8 Emergency Watershed Protection Projects for the City of Daphne.

An introductory presentation was given by Ms. Ashley Campbell, the Environmental Programs Manager, of the present NRCS-8 Emergency Watershed Protection Projects for the City of Daphne.

Chairman: Do any of the Commissioners have any questions or comments? If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Ms. Barnette and **Seconded** by Mayor Small *to approve the present NRCS-8 Emergency Watershed Protection Projects for the City of Daphne. The Motion carried unanimously.*

Ms. Jones: Mr. Chairman, I would like to ask that you go back to

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 26, 2009
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

Yancey Branch Subdivision, Unit II to make a motion for street acceptance.

A **Motion** was made by Ms. Barnette and **Seconded** by Mayor Small **for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the acceptance of the streets in Yancey Branch Subdivision, Unit II. The Motion carried unanimously.**

The next order of business is the attorney's report.

ATTORNEY'S REPORT:

No attorney present. They are attending legal seminars in Montgomery, Alabama.

The next order of business is the director's comments.

DIRECTOR'S COMMENTS:

Ms. Jones: We need to set a date for a work session in April prior to the site preview date. I have passed out a calendar highlighting the dates the council chambers are available for you to choose from. We need to set the work session for review of the Land Use Ordinance changes, review those changes again on April 15, 2009, and set for a recommendation at the regular meeting of April 23, 2009.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Terry **to set a special work session for Thursday, April 9, 2009 to work on the proposed revisions to the City of Daphne Land Use and Development Ordinance. The Motion carried unanimously.**

Just a reminder of the University of North Alabama seminars set for Friday, April 3, 2009 in the council chambers at city hall.

The next order of business is commissioner's comments.

COMMISSIONER'S COMMENTS:

Ms. Barnette: I am going to discuss placing the proposed revisions to the City of Daphne Land Use and Development Ordinance on the Thursday, May 14, 2009 City Council work session agenda for the Planning Commission and the Director of Community Development to be present to address any comments and/or questions the City Council may have prior to the publication of the Ordinance.

ADJOURNMENT:

Chairman: Do any of the Commissioners have any questions or comments? If there is no objection, the Chair will entertain a motion to adjourn.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 26, 2009
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

A Motion was made and Seconded to adjourn. The Motion carried unanimously.

There being no further business, the meeting was adjourned at 6:29 p.m.

Respectfully submitted by:

Jan Dickson, Planning Coordinator

APPROVED: April 23, 2009

Ed Kirby, Chairman

City of Daphne Recreation Board Minutes
2605 Hwy 98
Daphne, AL. 36526
April 8, 2009
6:30 pm

Members Present: Chairman Ed Nelson, Rick Cleveland, Matt Cunningham, Lynn Thompson-Yates

Members Absent: John Peterson, Eric Smith, Kit Smith

Advisory Staff Present: David McKelroy, Parks & Recreation Director, Councilman Greg Burnam and Coach Glenn Vickery

Call to Order

The meeting was called to order by Chairman Ed Nelson at 6:31pm.

Review and approval of Minutes

Motion was made by Matt Cunningham and seconded by Rick Cleveland to approve the March 11, 2009 minutes. Motion passes.

Program Reports

Information was provided by Athletics, Community Activities, Senior and Fitness about current programs, upcoming programs and participation.

Old / New Business

1. Trione Sports Complex Update Progress reports were given to the board about the irrigation for the new soccer – football fields at Trione. The city council approved the change order to allow the addition of the irrigation system to be included in the project. The request by the board for the field lighting will be presented to the Finance Committee on Monday, April 13 at 4:00pm.
2. Joe Patrick Lewis Park restrooms The restroom at Joe Patrick Lewis Park has been order from Modular Connections. Delivery time is ten weeks form the purchase order, May 22.
3. Boys and Girls Club The city council is not going to incorporate the Daphne Boys and Girls Club into the City of Daphne. Financial support will continue till the end of the year and be re-evaluated.

Adjourn

The meeting was adjourned at 7:00 pm.

**CITY COUNCIL MEETING
MAYOR'S REPORT**

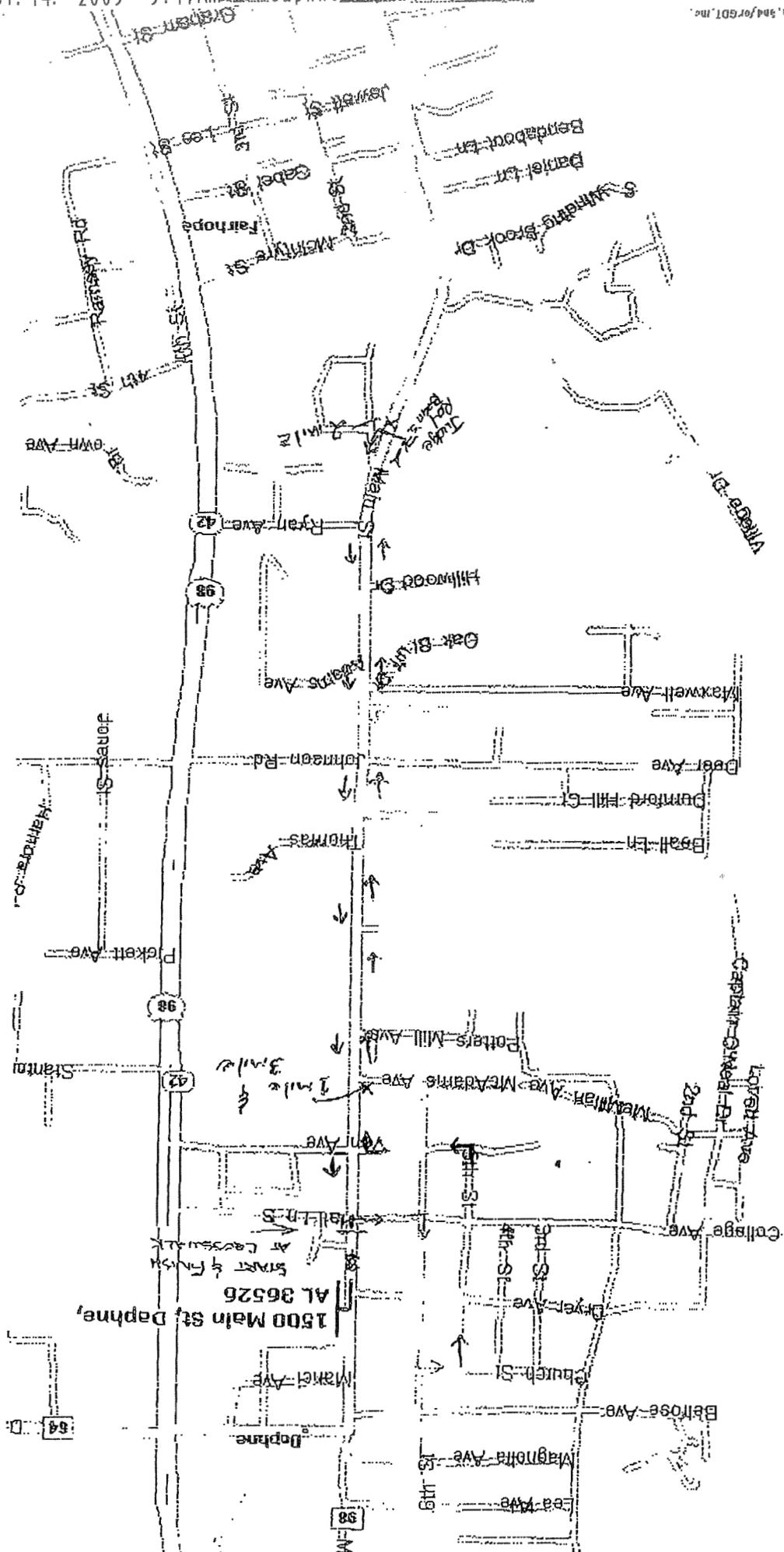
NOTES:

Apr. 14. 2009^U 3:38PM^Wdaphne^v

No. 5345 P. 2

CITY OF DAPHNE PARADE PERMIT

ORGANIZATION:	<i>Bayside Medical Missions</i>
CONTACT PERSON:	<i>Flor Fellers</i>
ADDRESS:	
PHONE NUMBER (HOME): PHONE NUMBER (BUSINESS): CELL NUMBER:	<i>928-4248 - Fellers care @ mchsi. com</i> <i>928-1929</i>
TYPE OF PARADE:	<i>Annual 5K & 1 Mile Fun Run</i>
DATE OF PARADE:	<i>September 26, 2009 (Council approved this permit on March 16, 2009, for December 5, 2009, but they have asked to change the date)</i>
ROUTE TO BE TRAVELED:	<i>See Attached Map</i>
APPROXIMATE # OF PEOPLE & CARS:	<i>300</i>
START TIME:	<i>8:00 A.M.</i>
STOP TIME:	<i>11:00 A.M.</i>
ASSEMBLY AREA/STREET:	<i>Frame Corner on Main St & College Ave.</i>
ASSEMBLY TIME:	<i>7:45 A.M.</i>
SPECIAL INSTRUCTIONS:	
DATE APPLIED:	<i>April 10, 2009</i>
APPROVAL	
POLICE: Chief David Carpenter:	<i>David Carpenter</i>
FIRE: Chief James White	<i>James White</i>
PUBLIC WORKS: Bill Eady	<i>William Healy Sr.</i>
CITY COUNCIL APPROVAL: 4/20/09	
SPECIAL INSTRUCTIONS:	
DATE ROUTED:	<i>April 10, 2009</i>
NOTIFICATION:	



Mobile Bay

M O B I L E B A Y

1500 Main St, Daphne, AL 36526

STREET & FINISH AT CASSIDIAN

D. 54

98

CITY OF DAPHNE PARADE PERMIT

ORGANIZATION:	<i>Bayside Medical Missions</i>
CONTACT PERSON:	<i>Flor Fellers</i>
ADDRESS:	
PHONE NUMBER (HOME): PHONE NUMBER (BUSINESS): CELL NUMBER:	<i>928-4248</i> <i>928-1929</i>
TYPE OF PARADE:	<i>5K & 1 Mile Run</i>
DATE OF PARADE:	<i>December 5, 2009</i>
ROUTE TO BE TRAVELED:	<i>See Attached Map</i>
APPROXIMATE # OF PEOPLE & CARS:	<i>300</i>
START TIME:	<i>8:00 A.M.</i>
STOP TIME:	<i>11:00 A.M.</i>
ASSEMBLY AREA/STREET:	<i>Frame Corner on Main St. & College Ave.</i>
ASSEMBLY TIME:	<i>7:45 A.M.</i>
SPECIAL INSTRUCTIONS:	
DATE APPLIED:	<i>February 25, 2009</i>
APPROVAL	APPROVED
POLICE: Chief David Carpenter:	<i>David Carpenter</i>
FIRE: Chief James White	<i>James White</i>
PUBLIC WORKS: Bill Eady	<i>William Heady & 3-4-09</i>
CITY COUNCIL APPROVAL: 3/16/09	
SPECIAL INSTRUCTIONS:	
DATE ROUTED:	<i>February 25, 2009</i>
NOTIFICATION:	

Hydco Festival May 15-17, 2009

CASE NO. 2009-4

ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV. 4-6-09 (initial) YCS

DATE FORWARDED TO POLICE DEPT. per Cornell no background

DATE RECEIVED BY POLICE DEPT. check needed.

DATE: APPROVED _____ DISAPPROVED _____

POLICE DEPT SIGNATURE _____

DATE RETURNED TO REVENUE DIV. _____

DATE FORWARDED TO CITY CLERK 4-6-09 YCS

DATE RECEIVED BY CITY CLERK 4-6-09 RAM

SCHEDULED DATE ON AGENDA 4-20-09 RAM

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

Rescheduled for Council Agenda Date: _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

DATE RETURNED TO REVENUE DIV.: _____

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20090406110630157



Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$212.00

Type License: State: County:

Trade Name: GULF COAST ZYDECO MUSIC AND CRAWFISH FESTIVAL Filing Fee: \$50.00

Applicant: ALEC NAMAN CATERING INC Transfer Fee:

Location Address: 1705 MAIN ST DAPHNE, AL 36526

Mailing Address: 1909 BROOKDALE DR WEST MOBILE, AL 36618

County: BALDWIN Tobacco sales: NO Tobacco Vending Machines:

Sale of Products Containing Ephedrine: NO Type Ownership: CORPORATION

Book, Page, or Document info: BOOK 4389 PAGE 1297 Do you sell Draft Beer: N

Date Incorporated: 08/26/1996 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 08/26/1996

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

ELIAS MICHAEL NAMAN 3548190 - AL	PRESIDENT	05/02/1957 MOBILE AL	9990 WATERFORD WAY MOBILE, AL 36695

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

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

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

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

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

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

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

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

Contact Person: CHARLES MCDONALD

Home Phone: 251-367-7103

Business Phone: 251-473-3900

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20090406110630157



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **CITY OF DAPHNE 251-621-9000**
 What is lessors primary business? **CITY BUSINESS**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **25216** Display Square Footage:
 Building seating capacity: **1700** Does Licensed premises include a patio area? **NO**
 License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: **3** Nearest: **.25**
 Nearest school: **1 miles** Nearest church: **1 miles** Nearest residence: **2 blocks**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20090406110630157



Initial each

Signature page

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

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

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

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

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

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

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

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

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

Applicant Name (print):

Charles McDonald

Signature of Applicant:

[Handwritten signature]

Notary Name (print):

Charlotte Jernigan

Notary Signature:

Charlotte Jernigan

Commission expires:

06/04/2012

Application Taken: *4/6/09* App. Inv. Completed:

Submitted to Local Government: *4/6/09*

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20090406110630157**



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 05/15/2009 Ending Date: 05/17/2009

Special terms and conditions for special event/special retail:

NO GLASS CONTAINERS

NO ALCOHOL SOLD OUTSIDE OF FESTIVAL AREA

NO CONTAINERS LARGER THAN 16 OZ

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?: NO
GLASS CONTAINERS

NO ALCOHOL TO LEAVE FESTIVAL AREA

NO CONTAINERS LARGE THAN 16 OZ

CITY ATTORNEY'S REPORT

NOTES:

DEPARTMENT HEAD'S COMMENTS

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") dated April 9, 2009 ("Effective Date") is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama ("AT&T Alabama" or the "Company"), a Georgia corporation, and the City of Daphne, Alabama, an Alabama municipal corporation ("City"). AT&T Alabama and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, as a telephone corporation, AT&T Alabama asserts that it has a statewide franchise granted to it pursuant to Alabama Code Section 23-1-85 (1975) and its predecessors, by operation of law, and under other applicable law to construct, operate and maintain its communications facilities in the public rights of way ("ROW") throughout the state of Alabama without having to obtain a local franchise or pay franchise fees. This assertion by AT&T Alabama is supported by the opinion of the Alabama Attorney General Opinion 2008-021 issued to Representative Greg Canfield; and

WHEREAS, AT&T Alabama is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which AT&T Alabama asserts is a switched, two-way, point-to-point and interactive service ("IP Video Service"). The IP Network upgrade will involve the use of the public right-of-way in the City ("ROW").

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, the City and AT&T Alabama agree as follows.

1. Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2013. The term may be extended only upon mutual agreement of the Parties.

A. The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either the City or AT&T Alabama, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the

finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of its election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement upon the provision of thirty (30) days' written notice.

B. In addition to the termination rights set forth in Section 1(A) above, AT&T Alabama shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days written notice to the City, if (a) AT&T Alabama concludes in its reasonable business judgment that IP Video Service in the City is no longer technically, economically or financially consistent with AT&T Alabama's business objectives; (b) Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Alabama; (c) it becomes clear that AT&T Alabama must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization; or (d) the City materially breaches this Agreement and fails to cure such breach within the cure period provided for in Section 9 herein.

C. In addition to the termination rights set forth in Section 1(A) above, the City shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days written notice to AT&T Alabama, if AT&T Alabama materially breaches this Agreement and fails to cure such material breach within the cure period provided for in Section 9 herein.

2. Compensation to the City. During the term of this Agreement, AT&T Alabama shall pay to the City a fee equal to 5% of the Gross Revenues from subscription fees collected from each subscriber to AT&T Alabama's IP Video Services product delivered over the IP Network in the City's ROW, including any Gross Revenues from video services included in a bundle of services. The fee ("IP Video Services Provider Fee") shall be identified and passed through on any subscriber bill by AT&T Alabama, and all such fees collected will be forwarded to City quarterly and shall be due 45 days after the end of each quarter. Any fees paid to the City pursuant to this Agreement shall be in lieu of any franchise, business, privilege, or similar fees or taxes.

Payment shall be accompanied by a report, in such form and containing sufficient detail reasonably satisfactory to the City, to determine AT&T's compliance with this provision, not later than forty-five (45) days after the last day of each March, June, September, and December of each year, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The City shall have the right to audit any such payment for a period of six (6) years after said quarterly due date, and no acceptance of any payment by City shall be deemed final until the period for audit shall have expired. The right to audit shall include the right to review the books and

records of AT&T Alabama during normal business hours or at such other time or times as the Parties may agree.

A. For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Alabama IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

B. For purposes of this Agreement, Gross Revenues shall not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, less expenses of collection, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Alabama;
- (c) late payment fees;
- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment or
- (g) charges, other than those described in subsection (a), that are aggregated or bundled with amounts billed to IP Video Services subscribers including but not limited to any revenues received by AT&T Alabama or its affiliates for telecommunications services, information

services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.

C. (1) "Gross Revenues" which are subject to the IP Video Service Provider Fee paid by AT&T Alabama additionally include a pro rata portion of all revenue collected by AT&T Alabama pursuant to compensation arrangements for advertising (less any commissions AT&T Alabama receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Alabama's IP Video service within the City.

(2) Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental ("PEG") Programming. In recognition of the technical architecture of IP Video Services AT&T Alabama will make Public, Educational and Governmental ("PEG") capability available to the City with AT&T Alabama's IP Video Service network, at such time as AT&T Alabama achieves 10% market share of the pay TV subscriber market within City or within 180 days of AT&T Alabama's launch of IP Video Services and subject to reasonable economic and technical feasibility considerations. AT&T Alabama will provide two (2) programming streams or the number of programming streams provided by the incumbent cable company with the most subscribers in the City on the effective date of this Agreement, whichever is greater.

Any operation of any PEG access channel by City shall be the responsibility of City, and AT&T Alabama's only obligation is the responsibility for the transmission of such channel. The City will be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by AT&T Alabama in the future, if any, are provided or submitted to AT&T Alabama, at the AT&T Alabama's designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Alabama, without requirement for additional alteration or change in the format or content by AT&T Alabama, over the network of the AT&T Alabama, and which is compatible with the technology or protocol utilized by AT&T Alabama to deliver IP Video Services.

If technically and economically feasible, AT&T Alabama will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.

4. Emergency Message. AT&T Alabama shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Alabama's IP Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Customer Service Standards. AT&T Alabama shall comply with the customer service requirements consistent with that set forth in 47 C.F.R. Section 76.309(c), as may be amended from time to time.

6. Obligations of City. During the term of this Agreement, the City will not subject, nor attempt to subject, the provision of IP Video Service over the IP Network to regulation under any cable franchise or similar ordinance. The City further agrees:

(a) To subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Alabama's existing telecommunications infrastructure.

(b) Not to unreasonably block, restrict, or limit the construction and installation of the IP Network.

(c) To process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a normal and reasonable manner.

7. Rights of Way. The City shall maintain reasonable police powers over installation of facilities in the public rights of way. AT&T Alabama shall maintain its facilities in a condition which shall not pose unreasonable danger to the safety of the traveling public. AT&T Alabama will comply with the same terms and conditions as are applicable under its existing authorizations for AT&T Alabama's facilities and equipment in the public ROW with respect to all work involved in the construction, maintenance, repair and upgrade of the IP Network. AT&T Alabama shall make reasonable efforts to notify, consult, and collaborate with the City as to locations where it will construct, implement, or otherwise erect equipment necessitated for the proper working order and/or functioning of its IP Network in the City's ROW. Nothing in this Agreement shall in any way reduce or expand the City's authority over the public ROW.

8. Insurance. AT&T Alabama agrees to either obtain a policy of public liability insurance in an amount not less than \$1,000,000 with the City named as an additional insured under such policy or provide the City with proof of self insurance in an amount not less than \$1,000,000.

9. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days.

10. Dispute Resolution. Except as otherwise provided in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties and use of a mediator when such discussions have failed.

11. Indemnification.

A. The City shall maintain no responsibility or liability for claims or damages resulting from tangible property damage or bodily injury (including accidental death) arising out of AT&T Alabama's negligent construction, operation, or maintenance of its IP Network or operations authorized hereby. AT&T Alabama shall maintain no responsibility or liability for claims or damages resulting from tangible property damage or bodily injury (including accidental death) arising out of the negligence or willful misconduct of the City.

B. AT&T Alabama shall indemnify and hold the City harmless from and against any claims, judgments, damages and liabilities of every kind and nature (including, but not limited to, reasonable attorneys' fees) arising from or relating to any incumbent video service provider, including, but not limited to, any cable franchise holder, challenging the lawfulness of this Agreement and/or seeking to modify its existing obligations under any franchise agreement with the City.

AT&T Alabama shall assume, at its expense, the sole defense of the claim through counsel selected by AT&T Alabama and shall keep the City fully informed as to the progress of such defense. Upon reasonable request by AT&T Alabama and at AT&T Alabama's expense, the City shall cooperate with AT&T Alabama in the defense of the claim. At its option and expense, the City may retain or use separate counsel to represent it. AT&T Alabama shall maintain control of the defense and resolution or settlement of the claim, including decisions with respect to appeals, except that if the settlement of a claim would adversely affect the City, AT&T Alabama may settle the claim as to the City only with its consent, which consent shall not be unreasonably withheld or delayed.

12. Non-discrimination. AT&T Alabama shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which the group resides.

13. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Honorable Fred Small, Mayor
City of Daphne
1705 Main Street, P.O. Box 400
Daphne, Alabama 36526

If to AT&T Alabama:

AT&T Alabama
General Counsel – Alabama
Suite 28A2
600 19th Street N
Birmingham, Alabama 35203

14. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. Assignment. AT&T Alabama may not assign or transfer this Agreement or any interest therein, except to any affiliate of AT&T Alabama, without the prior notice to the City. An affiliate shall include an entity that is under the control of AT&T or under the common control of a parent entity that also controls AT&T Alabama.

16. Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with AT&T Alabama in the conduct of AT&T Alabama's business or activities as a public utility, nor does this Agreement constitute the City's endorsement of AT&T Alabama's activities as such.

17. Entire Agreement. This Agreement constitutes the entire agreement between the City and AT&T Alabama with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between the City and AT&T Alabama regarding the subject matter hereof.

18. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

19. Miscellaneous.

A. AT&T Alabama and the City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

B. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation

of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

C. AT&T Alabama and the City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

D. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

20. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and permitted assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

21. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

22. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by an event of force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. If such event of force majeure continues for a consecutive period of 365 days, then the Party not so affected by the event of force majeure may terminate this Agreement by giving written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 9th day of April, 2009.

(Signature page follows)

AT&T Alabama

By: *Fred McCallum Jr.*
Name: Fred McCallum, Jr.
Title: President - AT&T Alabama

State of Alabama)
County of Jefferson)

Sworn to and subscribed before me this 9th day of April, 2009.

Martha B. Sawyers SEAL
NOTARY PUBLIC
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 19, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CITY OF DAPHNE

By: _____
Name: Fred Small
Title: Mayor

State of Alabama)
County of _____)

Sworn to and subscribed before me this _____ day of _____, 2009.

NOTARY PUBLIC SEAL
My Commission expires: _____

ATTEST:

David Cohen
City Clerk
City of Daphne, Alabama

725849

MOTION BY Councilwoman Barnette to approve the Parade Permit for the Shadow Barons Mardi Gras group to be held February 21, 2009 and Rain date of February 22, 2009. Seconded by Councilman Yelding.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

b.) Parade Permit / Bounds Family YMCA / Fun Run / December 13, 2008

MOTION BY Councilwoman Yelding to approve the Parade Permit for Bounds Family YMCA for December 13, 2008. Seconded by Councilman Scott.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Mayor Small discussed the renovation of the old part of the building. He presented Council with three (3) options.

Consensus of the Council was for the Mayor to present this at the Buildings and Property Committee meeting Friday, and for them to send a recommendation to the Finance Committee to consider on December 8th, and Council set a date of December 11, 2008 for a Special meeting to consider the issue.

Mayor Small announced that Mr. Eady is now the Public Works Director, and Mrs. Adrienne Jones is now the Planning Director.

B. City Attorney's Report

Mr. Ross reported that the BRAG lease will be considered at the Work Session on December 11th. He also discussed with Council the AT&T agreement. He stated that Mobile County and Tuscaloosa are negotiating with AT&T to go back six (6) years for audits instead of three (3) years.

1st motion

MOTION BY Councilman Scott to authorize the Mayor to enter into an agreement with AT&T with the change in the agreement that the city has the right to go back six (6) years for audits instead of three (3) years. Seconded by Councilwoman Barnette.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Mr. Ross stated that he will communicate this to AT&T and if the answer is in the affirmative he will get with the Mayor to sign the agreement.

D. Library Board – Lake

The minutes for the November 6th meeting are in the packet.

E. Planning Commission – Barnette

The minutes for the November 20th meeting are in the packet. The Planning Commission meeting will be December 18th at 6:00 p.m. in the Council Chambers.

F. Recreation Board – Palumbo

The minutes for the November 12th meeting are in the packet. Councilman Palumbo stated that he will no longer be an advisory to the board, and that Councilman Burnam will be giving the report from now on.

G. Utility Board – Scott

The minutes for the September 24th meeting are in the packet.

6. REPORTS OF THE OFFICERS:

A. Mayor's Report

a.) HVAC System for Old Part of City Hall

Mayor Small stated that were three quotes which were given to the general contractor, and he would like to put those out for re-bid for the city to handle those quotes and bring those back to Council for further review to see if they would like to change out the systems.

MOTION BY Councilman Boulware to authorize the Mayor to receive new quotes for the HVAC for the old part of City Hall. Seconded by Councilman Yelding.

Mayor Small stated that the quotes will include Scope B & C, but A will be included in those quotes.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

B. City Attorney's Report

a.) AT&T Contract

2nd motion

Mr. Ross stated that at the last meeting Council made a motion to approve the AT&T contract with a 6 year audit term. AT&T came back with two choices 1.) Five year contract with a three year audit term or 2.) Ten year contract with a six year audit term. Mr. Ross recommended the five year contract with a three year audit term.

**MOTION BY Councilman Scott to approve the five year contract with a three year audit term.
Seconded by Councilwoman Barnette.**

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

2.) BRAG Lease

Mr. Ross outlined the Council's concerns Council had at the work session regarding the lease.

Council discussed the lease and the consensus was that this be put on the January 15, 2009 work session to go through item by item, and then put it on the January 20, 2009 Council agenda for a vote.

Council President Lake stated that there are two items on the work session BRAG lease and Rules of Procedure. He asked the City Clerk to keep tabs on the items for the agenda and let him know because he does not want to get to many items on the agenda.

Councilwoman Barnette asked the City Attorney to compile a list of all issues and pending litigation so that Council is aware of all of the outstanding litigation.

C. Department Head Comments

David Carpenter – Police Chief – encouraged anyone who was going to be out of town for any length of time to come by the Police Department and fill out some security papers so that they can keep a check on their property.

7. PUBLIC PARTICIPATION

Mr. Frank Lamb – 27531 Claiborne Circle – spoke regarding the reducing of the speed limit on Highway 13, and the lack of speed limit signs and in the area.

Mr. Kevin Spriggs – Owner of Eastern Shore Motel – spoke regarding the budget.

Mr. Don Ouellette - 7720 Elizabeth Drive – spoke regarding lowering the speed limit, and what it will be like when the Highway 13 exchange is completed if the speed limit was lowered.

PURCHASE AGREEMENT

Date: April 15, 2009

1. AGENCY DISCLOSURE:

The LISTING company: **None**

The SELLING: **Irvine co inc**

THE LISTING COMPANY (Two May Be Checked) THE SELLING COMPANY (Two May Be Checked)

___An agent of the Seller

___An agent of the Seller

___An agent of the Purchaser

___An agent of the Purchaser

___An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent

___An agent of both the Seller and, Buyer and is acting as a limited consensual dual agent

Assisting the __Buyer__Seller, as a transaction broker.

Assisting the XBuyer __Seller, as a transaction broker.

THIS AGREEMENT, made and entered into this date, by and between the **City of Daphne** (hereinafter called the “Seller”) and **Bay Rivers Art Guild, Inc.** (hereinafter called the “Buyer”), for and in consideration of the premises herein described as the Subject Property, and know as: **Legal description to be provided by the Seller prior to closing. See tax record attached.**

WITNESSETH:

1. Right to Purchase: Purchaser herewith deposits \$ **1.00** in the form of cash evidencing Purchaser’s good faith, to be deposited in escrow by **Selling Broker (herein referred to as Holder) upon acceptance** of offer and to be applied to the purchase price at time of closing. If this offer is not accepted, the earnest money deposit is to be returned to the Purchaser. If this offer is accepted and the title is not marketable, or if the terms of purchase are contingent upon ability to obtain a new mortgage or Vendor’s Lien or other contingencies as specified which cannot be met, this deposit to be refunded upon written agreement signed by Purchaser and Seller. The parties to this Agreement **understand and acknowledge** that disbursement of earnest monies held by Holder/Escrow Agent can occur only as follows: (A) at closing; (B) upon written agreement signed by Purchaser and Seller; or (C) upon court order. **In the event a dispute arises between Purchaser and Seller as to the final disposition of the earnest money, Holder shall be authorized to Interplead the earnest money into a Court of competent jurisdiction. Holder shall be entitled to be compensated by the party who does not prevail in the Interpleaded Action for its costs and expenses, including reasonable attorney’s fees incurred in filing said Interpleaded Action.** All parties to this Agreement agree that Holder may deposit the earnest money in an interest – bearing escrow/trust account and that Holder will retain the interest earned on said deposit. In the event Earnest Money check is returned for insufficient funds or otherwise not honored by the bank drawn upon and Purchaser has not delivered good funds to Holder within three (3) days of bank’s notice to Holder, then and in that event, the Seller, at his sole discretion, shall have the right to terminate this Agreement by giving written notice to the Purchaser. In the event earnest money is retained, the total sum plus interest are to be advanced to the Seller.

2. **Term of Contract:** Said purchase agreement shall be in full force and effect until closed. It shall be closed with in two weeks after all contingencies are met but under no circumstances later than July 1, 2009. If sale can not be closed by this date an extension may be granted in writing with new date and terms being negotiated.
3. **Purchase Price:** The Purchase price shall be \$ 1.00, **to be paid in the form of cash at the time of closing.**
4. **Title Insurance:** Buyer to provide an Owners Title Insurance Policy from an Alabama-licensed title insurance company ten (10) days prior to the close of the contract.
5. **Survey:** All corners will be marked and flagged. A plat will be provided 10 days prior to closing at the Sellers expense.
6. **Conditions:** Seller understands that Buyer will not be able to use the Property, and therefore will not be likely to purchase the Property unless certain conditions or facts as to the Property are satisfied or verified, in Buyer's sole discretion, during the first sixty days (60) of this Contract. Upon the sixtieth day by 5:00 P.M., all conditions and contingencies will have been removed as an indication that all are satisfied.
7. The following conditions are contingencies until removed in writing during the sixty days:
 - A.) That Seller will be able to convey to Buyer by a Warranty Deed, free and clear of conditional sales agreements, mortgages, security interests, leases, options, claims, unrecorded easements or other encumbrances or title exceptions of any kind, subject only to exceptions approved by Buyer in writing.
 - B.) Inspection of Property: Seller hereby grants to Buyers, its agents, representatives or assigns a license to enter onto the Property at all times during the term of this Agreement and to perform such examinations as determined by Buyer to include but not be limited to soil testing for compaction, wetland, and/or environmental hazards.
 - C.) Zoning: The purchase of the subject property is subject to the BZA of Daphne approving a request for a specific use variance for a B-2 zoning or comparable use in a Residential zoned area.
 - D.) Additional Terms and Conditions:
 - a.) BRAG will obtain a Pre-Phase I Environmental report. The Parties to this agreement each reserves the right to re negotiate or void this agreement in the event evidence occurs from the Environmental report which discloses an environmental problem they may not want to deal with at this time.
 - b.) In the event BRAG should ever be in a position to dispose of the property, for any reason, the "City" will have first right of refusal to purchase the property from BRAG, based on the difference between an appraisal based on values of 2007 provided by the city at the time of purchase by BRAG and a second appraisal at the time of repurchase by the "City", if in fact the City elects to repurchase the

property. The "City" will be required to pay no more than the difference between the base appraisal and the current market appraisal or the total amount of expenditures by BRAG which ever is less. In the event the City does not repurchase the property than BRAG agrees to split whatever profit it may obtain over and above the cost of renovations and up keep during the ownership period.

The City, once written notice is given that the subject property is for sale, will have 120 days to deliver in writing their acceptance, or rejection, of the property through this agreed method.

BRAGG will not have the authority to borrow funds against this asset.

c.) The offer as presented must be ratified by the City Council of Daphne and the Board of Directors of BRAG, Inc. within thirty days of presentation but no later than May 18, 2009.

8. **Closing:** The closing will be held on or before **July 1, 2009**. The closing shall take place at City Hall. The closing fee, if any, shall be split between the Buyer and the Seller.

9. **Upon Closing:** Seller agrees to deliver to Buyer such other documentation as may be required to comply with Seller's obligation herein. Simultaneous with the delivery of said Warranty Deed to Buyer, Buyer will pay Seller the purchase price in cash, or cashier's check. All deposits to apply against Purchase Price.

10. **Default of Seller:** Should this transaction not be concluded because of the default of Seller, the payments made by Buyer shall be returned to Buyer, and in addition Buyer shall have such other rights or remedies as may be afforded to it by law or equity, including but not limited to the right of specific performance.

11. **Default of Buyer:** Should this transaction not be concluded because of default of Buyer, then the amounts paid to date by Buyer shall be paid to Seller, and in addition Seller shall have such other rights or remedies as may be afforded to it by law or equity, including but not limited to the right of specific performance.

12. **Proration of Taxes:** Tax on the Property shall be prorated between Buyer and Seller as of the date on which this transaction is closed.

13. **Binding Effect:** This Contract shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

14. **Entire Agreement:** This contract and the documents referred to in this Contract constitute the entire agreement between the parties, and there are not other conditions, covenants or agreements that shall be binding between the parties.

15. **Governing Law:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of Alabama.

17. **Time is of the Essence:** The Buyer gives the Seller until May 4, 2009 at 10 PM. to accept the terms of the offer or said offer shall be null and void.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date set out in their

respective acknowledgements.

WITNESS:

BUYER:

By: _____

**President
Bay River Art Guild, Inc.**

DATE: _____

WITNESS:

SELLER:

By: _____

The City of Daphne

DATE: _____

Repurchase Agreement Explained:

This situation can be complicated if one is not real familiar with real estate terminology. Hopefully this explanation will help.

The offer as presented states in Para 7. c.) :

In the event BRAG should ever be in a position to dispose of the property, for any reason, the "City" will have first right of refusal to purchase the property from BRAG, based on the difference between an appraisal based on values of 2007 provided by the city at the time of purchase by BRAG and a second appraisal at the time of repurchase by the "City", if in fact the City elects to repurchase the property. The "City" will be required to pay no more than the difference between the base appraisal and the current market appraisal or the total amount of expenditures by BRAG which ever is less. In the event the City does not repurchase the property than BRAG agrees to split whatever profit it may obtain over and above the cost of renovations and up keep during the ownership period.

The City, once written notice is given that the subject property is for sale, will have 120 days to deliver in writing their acceptance, or rejection, of the property through this agreed method.

BRAGG will not have the authority to borrow funds against this asset.

Explanation: The building will be appraised at this time based on values existing in 2007, a more normal priced market. In 30 years BRAG decides to move from the Nicholson Center. They wish to sell the building. The City will be notified in writing that the building is going on the market for sale and the City has 120 days from that date to decide if they wish to purchase the property. The purchase price for the City will be determined by obtaining a current appraisal to establish the value by a third party at that time. Then the difference between the future (what will be present at the time of sale) and the current (2007) value will be established. BRAG will furnish by way of accounting records the amount of money which has been invested by them in the property for improvements/renovation. The City will pay to BRAG a price that is the lesser of the two figures.

Examples: Present day value (2007)	= \$ 300,000.00
Cost of improvements	= \$1,500, 000.00
Future appraised value	= \$ 3,000.000.00
Difference in values	= \$2,700,000.00
Amount City will pay to repurchase	= \$1,500,000.00

In the event the Future value should be	= \$2,000,000.00
Difference in value is	= \$1,700,000.00
The City pays:	= \$1,500,000.00

In the event the Future value is:	\$1,000,000.00
The difference in value is:	\$ 700,000.00
T he City will pay :	\$1,500,000.00

This last scenario is highly unlikely if you will observe the values over the prior 30 year period of time.

As for terms and conditions of sale which has been mentioned it is very likely that BRAG could finance the building for the City ,as it would be an asset to BRAG which at this time, and assuming bank principals don't change drastically, could be used as collateral.

In regard to real estate the land and all attached or pertinent to it are considered the whole and can not be removed by anyone other than the owner, subject to approval by any lien holders.

This is as I understand the agreement. If this leaves questions ,please call me.....251-621-1337

S. Starke Irvine
April 17, 2009

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

NOTES:

RECOMMENDATIONS

COUNCIL COMMENTS:

**CITY OF DAPHNE
RESOLUTION 2009-27**

**AUTHORIZE THE MAYOR OF THE CITY OF DAPHNE TO SIGN THE
CERTIFICATE WITH RESPECT OT APPROVAL OF BONDS ISSUED BY
ALTAPOINTE HEALTH SYSTEMS, INC.**

WHEREAS, Altapointe Health Services, Inc., a public corporation (“Altapointe”) was incorporated by the filing in the Office of the Judge of Probate of Mobile County, Alabama the Amended and Restate Certificate of Incorporation of Altapointe Health Systems, Inc.; formerly Greater Mobile-Washington County Mental Health-Mental Retardation Board, Inc. on August 8, 2007; and

WHEREAS, Altapointe conducted a public hearing on April 3, 2009, pursuant to the public notice of the same attached hereto as Exhibit “A” (the “Notice”) with respect to the issuance of a certain variable revenue bond entitled Altapointe Health Systems, Inc. Variable Rate Revenue Bond, Series 2009 (the “Bond”); and

WHEREAS, the Bond will be issued for the purposes described in the Notice; and

WHEREAS, the Notice was published on March 20, 2009 and March 27, 2009 in the Mobile Register and the Washington County News; and

WHEREAS, the provisions of the Internal Revenue Code of 1986 relating to the issuance of obligations such as the Bond require that the chief elected officer or the elected legislative body of the governmental unit approve the issuance of the Bond after a public hearing following reasonable public notice; and

WHEREAS, the Mayor of the City of Daphne, Alabama is the chief elected executive officer of the governing body of the City of Daphne, Alabama.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the execution and delivery of a Certificate with Respect to Approval of Bonds in the form attached hereto Exhibit “B: (the “Certificate”) by the Mayor of the City of Daphne be and the same is hereby authorized and approved.

ADOPTED this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed: _____

Fred Small,
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk, MMC

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that AltaPointe Health Systems, Inc., a public corporation under the laws of the State of Alabama ("AltaPointe"), on the 3rd day of April, 2009, at 5750-A Southland Drive, Mobile, Alabama 36693 at 10:00 o'clock a.m, local time, will conduct a public hearing with respect to the issuance of a certain revenue bond entitled Variable Rate Revenue Bond, Series 2009 (the "Bond"). The Bond is to be issued in an aggregate amount not to exceed \$8,200,000 and for the purposes financing or refinancing the costs of acquiring and/or renovating certain facilities to be owned by AltaPointe and of acquiring certain equipment. A portion of the proceeds of the Bond, not to exceed \$6,557,000, will be applied to the costs of acquiring and renovating an existing facility at 7400 Roper Lane, Daphne, Alabama (the "Roper Lane Facility"). The Roper Lane Facility comprises approximately 42,185 square feet of space appropriate for use as an inpatient psychiatric facility, and a portion of the Facility will be initially leased by AltaPointe to The Shoulder of the Central Gulf Coast, Inc., a non-profit Alabama corporation ("The Shoulder"). The Shoulder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. A portion of the proceeds of the Bond, not to exceed \$2,200,000, will be applied to the costs of acquiring and renovating a new facility at 3650 Old Shell Road, Mobile, Alabama (the "Old Shell Road Facility"). The Old Shell Road Facility comprises approximately 10,000 square feet of space appropriate for use as an outpatient facility. Additional portions of the proceeds of the Bond will be applied to the costs of renovations to the following facilities owned by AltaPointe: a 8,536 square foot facility located at 501 Bishop Lane, Mobile, Alabama, in an amount not to exceed \$450,000; a 57,000 square foot facility located at 5800 Southland Drive, Mobile, Alabama, in an amount not to exceed \$100,000; and a 7,500 square foot facility located at 5750-A Southland Drive, Mobile, Alabama, in an amount not to exceed \$90,000. All three facilities are and will be initially used by AltaPointe in the provision of mental health services, but each could in the future be subject to related use by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

All interested persons are invited to attend such public hearing to express their views with respect to the aforesaid project and the issuance of the Bond.

ALTAPOINTE HEALTH SYSTEMS, INC.

Publication Dates: March 20, 2009 and March 27, 2009

876301_2

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that AltaPointe Health Systems, Inc., a public corporation under the laws of the State of Alabama ("AltaPointe"), on the 3rd day of April, 2009, at 5750-A Southland Drive, Mobile, Alabama 36693 at 10:00 o'clock a.m. local time, will conduct a public hearing with respect to the issuance of a certain revenue bond entitled Variable Rate Revenue Bond, Series 2009 (the "Bond"). The Bond is to be issued in an aggregate amount not to exceed \$8,200,000 and for the purposes financing or refinancing the costs of acquiring and/or renovating certain facilities to be owned by AltaPointe and of acquiring certain equipment. A portion of the proceeds of the Bond, not to exceed \$6,557,000, will be applied to the costs of acquiring and renovating an existing facility at 7400 Roper Lane, Daphne, Alabama (the "Roper Lane Facility"). The Roper Lane Facility comprises approximately 42,185 square feet of space appropriate for use as an inpatient psychiatric facility and a portion of the Facility will be initially leased by AltaPointe to The Shoulder of the Central Gulf Coast, Inc., a non-profit Alabama corporation ("The Shoulder"). The Shoulder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. A portion of the proceeds of the Bond, not to exceed \$2,200,000, will be applied to the costs of acquiring and renovating a new facility at 3650 Old Shell Road, Mobile, Alabama (the "Old Shell Road Facility"). The Old Shell Road Facility comprises approximately 10,000 square feet of space appropriate for use as an outpatient facility. Additional portions of the proceeds of the Bond will be applied to the costs of renovations to the following facilities owned by AltaPointe: a 8,536 square foot facility located at 801 Bishop Lane, Mobile, Alabama, in an amount not to exceed \$450,000; a 57,000 square foot facility located at 5800 Southland Drive, Mobile, Alabama, in an amount not to exceed \$1,000,000; and a 7,500 square foot facility located at 5750-A Southland Drive, Mobile, Alabama, in an amount not to exceed \$90,000. All three facilities are and will be initially used by AltaPointe in the provision of mental health services, but each could in the future be subject to related use by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

All interested persons are invited to attend such public hearing to express their views with respect to the aforesaid project and the issuance of the Bond.
ALTAPOINTE HEALTH SYSTEMS, INC.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that AltaPointe Health Systems, Inc., a public corporation under the laws of the State of Alabama ("AltaPointe"), on the 3rd day of April, 2009, at 5750-A Southland Drive, Mobile, Alabama 36693 at 10:00 o'clock a.m. local time, will conduct a public hearing with respect to the issuance of a certain revenue bond entitled, Variable Rate Revenue Bond Series 2009 (the "Bond"). The Bond is to be issued in an aggregate amount not to exceed \$8,200,000 and for the purposes financing or refinancing the costs of acquiring and/or renovating certain facilities to be owned by AltaPointe and of acquiring certain equipment. A portion of the proceeds of the Bond, not to exceed \$6,557,000, will be applied to the costs of acquiring and renovating an existing facility at 7400 Roper Lane, Daphus, Alabama (the "Roper Lane Facility").

The Roper Lane Facility comprises approximately 42,185 square feet of space appropriate for use as an inpatient psychiatric facility, and a portion of the Facility will be initially leased by AltaPointe to The Shoulder of the Central Gulf Coast, Inc., a non-profit Alabama corporation ("The Shoulder"). The Shoulder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. A portion of the proceeds of the Bond, not to exceed \$2,200,000, will be applied to the costs of acquiring and renovating a new facility at 3650 Old Shell Road, Mobile, Alabama (the "Old Shell Road Facility"). The Old Shell Road Facility comprises approximately 10,000 square feet of space appropriate for use as an outpatient facility. Additional portions of the proceeds of the Bond will be applied to the costs of renovations to the following facilities owned by AltaPointe: a 28,536 square foot facility located at 501 Bishop Lane, Mobile, Alabama, in an amount not to exceed \$450,000; a 57,000 square foot facility located at 5803 Southland Drive, Mobile, Alabama, in an amount not to exceed \$100,000; and a 7,500 square foot facility located at 5750-A Southland Drive, Mobile, Alabama, in an amount not to exceed \$90,000. All three facilities are and will be initially used by AltaPointe in the provision of mental health services, but each could in the future be subject to related use by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

All interested persons are invited to attend such public hearing to express their views with respect to the aforesaid project and the issuance of the Bond.

ALTAPOINTE HEALTH SYSTEMS, INC.

PRESS REGISTER
MARCH 20, 27, 2009

Exhibit "B"

CERTIFICATE WITH RESPECT TO APPROVAL OF BOND

CERTIFICATE WITH RESPECT TO APPROVAL OF BOND

As Mayor of the City of Daphne, Alabama, I hereby consent to and approve the issuance by the AltaPointe Health Systems, Inc., a public corporation under the laws of the State of Alabama (the "AltaPointe") of its revenue bond entitled Variable Rate Revenue Bond, Series 2009 to be issued in a principal amount not to exceed \$8,200,000 and for the purposes of financing or refinancing the costs of acquiring and/or renovating certain facilities to be owned by AltaPointe and of acquiring certain equipment, all as further described in the Notice of Public Hearing attached hereto.

In granting this consent, I have carefully considered the nature of the transaction as contemplated in the record of a public hearing held by AltaPointe with respect to the issuance of the Bond on April 3, 2009, a copy of the record of which is attached hereto.

My approval is being given pursuant to, and solely for the purpose of, the provisions of the Internal Revenue Code of 1986 relating to the issuance of obligations such as these, and my consent to and approval of the issuance of the Bond by the AltaPointe should not be construed as expressing any view whatsoever as to the financial feasibility of AltaPointe or its ability to make the payments due with respect to the Bond. This Certificate shall never be taken to impose any liability of any kind whatsoever upon the undersigned, in either an individual capacity or in the capacity of Mayor of the City of Daphne, Alabama or upon the City of Daphne, Alabama.

Given this ___ day of April, 2009.

Mayor, Daphne, Alabama

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that AltaPointe Health Systems, Inc., a public corporation under the laws of the State of Alabama ("AltaPointe"), on the 3rd day of April, 2009, at 5750-A Southland Drive, Mobile, Alabama 36693 at 10:00 o'clock a.m, local time, will conduct a public hearing with respect to the issuance of a certain revenue bond entitled Variable Rate Revenue Bond, Series 2009 (the "Bond"). The Bond is to be issued in an aggregate amount not to exceed \$8,200,000 and for the purposes financing or refinancing the costs of acquiring and/or renovating certain facilities to be owned by AltaPointe and of acquiring certain equipment. A portion of the proceeds of the Bond, not to exceed \$6,557,000, will be applied to the costs of acquiring and renovating an existing facility at 7400 Roper Lane, Daphne, Alabama (the "Roper Lane Facility"). The Roper Lane Facility comprises approximately 42,185 square feet of space appropriate for use as an inpatient psychiatric facility, and a portion of the Facility will be initially leased by AltaPointe to The Shoulder of the Central Gulf Coast, Inc., a non-profit Alabama corporation ("The Shoulder"). The Shoulder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. A portion of the proceeds of the Bond, not to exceed \$2,200,000, will be applied to the costs of acquiring and renovating a new facility at 3650 Old Shell Road, Mobile, Alabama (the "Old Shell Road Facility"). The Old Shell Road Facility comprises approximately 10,000 square feet of space appropriate for use as an outpatient facility. Additional portions of the proceeds of the Bond will be applied to the costs of renovations to the following facilities owned by AltaPointe: a 8,536 square foot facility located at 501 Bishop Lane, Mobile, Alabama, in an amount not to exceed \$450,000; a 57,000 square foot facility located at 5800 Southland Drive, Mobile, Alabama, in an amount not to exceed \$100,000; and a 7,500 square foot facility located at 5750-A Southland Drive, Mobile, Alabama, in an amount not to exceed \$90,000. All three facilities are and will be initially used by AltaPointe in the provision of mental health services, but each could in the future be subject to related use by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

All interested persons are invited to attend such public hearing to express their views with respect to the aforesaid project and the issuance of the Bond.

ALTAPOINTE HEALTH SYSTEMS, INC.

Publication Dates: March 20, 2009 and March 27, 2009

876301_2

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that AltaPointe Health Systems, Inc., a public corporation under the laws of the State of Alabama ("AltaPointe"), on the 3rd day of April, 2009, at 5750-A Southland Drive, Mobile, Alabama 36693 at 10:00 o'clock a.m. local time, will conduct a public hearing with respect to the issuance of a certain revenue bond entitled Variable Rate Revenue Bond, Series 2009 (the "Bond"). The Bond is to be issued in an aggregate amount not to exceed \$8,200,000 and for the purposes financing or refinancing the costs of acquiring and/or renovating certain facilities to be owned by AltaPointe and of acquiring certain equipment. A portion of the proceeds of the Bond, not to exceed \$6,557,000, will be applied to the costs of acquiring and renovating an existing facility at 7400 Roper Lane, Daphne, Alabama (the "Roper Lane Facility"). The Roper Lane Facility comprises approximately 42,185 square feet of space appropriate for use as an inpatient psychiatric facility and a portion of the Facility will be initially leased by AltaPointe to The Shoulder of the Central Gulf Coast, Inc. a non-profit Alabama corporation (the "Shoulder"). The Shoulder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. A portion of the proceeds of the Bond, not to exceed \$2,200,000, will be applied to the costs of acquiring and renovating a new facility at 3850 Old Shell Road, Mobile, Alabama (the "Old Shell Road Facility"). The Old Shell Road Facility comprises approximately 10,000 square feet of space appropriate for use as an outpatient facility. Additional portions of the proceeds of the Bond will be applied to the costs of renovations to the following facilities owned by AltaPointe: a 8,536 square foot facility located at 501 Bishop Lane, Mobile, Alabama, in an amount not to exceed \$450,000; a 57,000 square foot facility located at 5800 Southland Drive, Mobile, Alabama, in an amount not to exceed \$100,000; and a 7,500 square foot facility located at 5750-A Southland Drive, Mobile, Alabama, in an amount not to exceed \$90,000. All three facilities are and will be initially used by AltaPointe in the provision of mental health services, but each could in the future be subject to related use by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

All interested persons are invited to attend such public hearing to express their views with respect to the aforesaid project and the issuance of the Bond.
ALTAPOINTE HEALTH SYSTEMS, INC.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that AltaPointe Health Systems, Inc., a public corporation under the laws of the State of Alabama (AltaPointe), on the 3rd day of April, 2009, at 5750-A Southland Drive, Mobile, Alabama 36693, at 10:00 o'clock a.m., local time, will conduct a public hearing with respect to the issuance of a certain revenue bond entitled Variable Rate Revenue Bond, Series 2009 (the "Bond"). The Bond is to be issued in an aggregate amount not to exceed \$8,200,000 and for the purposes of financing or refinancing the costs of acquiring and/or renovating certain facilities to be owned by AltaPointe and of acquiring certain equipment. A portion of the proceeds of the Bond, not to exceed \$6,357,000, will be applied to the costs of acquiring and renovating an existing facility at 7400 Roper Lane, Daphne, Alabama (the "Roper Lane facility").

The Roper Lane Facility comprises approximately 42,185 square feet of space appropriate for use as an inpatient psychiatric facility, and a portion of the facility will be initially leased by AltaPointe to The Shoulder of the Central Gulf Coast, Inc., a non-profit Alabama corporation ("The Shoulder"). The Shoulder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. A portion of the proceeds of the Bond, not to exceed \$2,200,000, will be applied to the costs of acquiring and renovating a new facility at 3650 Old Shell Road, Mobile, Alabama (the "Old Shell Road Facility"). The Old Shell Road Facility comprises approximately 10,000 square feet of space appropriate for use as an outpatient facility. Additional portions of the proceeds of the Bond will be applied to the costs of renovations to the following facilities owned by AltaPointe: a 28,532 square foot facility located at 501 Bishop Lane, Mobile, Alabama, in an amount not to exceed \$450,000; a 57,000 square foot facility located at 5800 Southland Drive, Mobile, Alabama, in an amount not to exceed \$100,000; and a 7,500 square foot facility located at 5750-A Southland Drive, Mobile, Alabama, in an amount not to exceed \$90,000. All three facilities are and will be initially used by AltaPointe in the provision of mental health services, but each could in the future be subject to related use by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

All interested persons are invited to attend such public hearing to express their views with respect to the aforesaid project and the issuance of the Bond.

ALTAPOINTE HEALTH SYSTEMS, INC.

PRESS REGISTER
MARCH 20, 27, 2009

MINUTES OF PUBLIC HEARING
CONDUCTED BY ALTAPOINTE HEALTH SYSTEMS, INC.
ON APRIL 3, 2009

On the 3rd day of April, 2009, a hearing was conducted by AltaPointe Health Systems, Inc., a public corporation under the laws of the State of Alabama ("AltaPointe"), at 10:00 o'clock a.m. at 5750-A Southland Drive, Mobile, Alabama 36693, pursuant to the public notice of the same attached hereto. The purpose of the hearing was to hold a public hearing with respect to the issuance of a certain revenue bond entitled Variable Rate Revenue Bond, Series 2009 in an aggregate principal amount not to exceed \$8,200,000 (the "Bond"). Proceeds of the Bond are for the purposes of financing or refinancing the costs of acquiring and/or renovating certain facilities to be owned by AltaPointe and of acquiring certain equipment. A portion of the proceeds of the Bond, not to exceed \$6,557,000, will be applied to the costs of acquiring and renovating an existing facility at 7400 Roper Lane, Daphne, Alabama (the "Roper Lane Facility"). The Roper Lane Facility comprises approximately 42,185 square feet of space appropriate for use as an inpatient psychiatric facility, and a portion of the Facility will be initially leased by AltaPointe to The Shoulder of the Central Gulf Coast, Inc., a non-profit Alabama corporation ("The Shoulder"). The Shoulder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. A portion of the proceeds of the Bond, not to exceed \$2,200,000, will be applied to the costs of acquiring and renovating a new facility at 3650 Old Shell Road, Mobile, Alabama (the "Old Shell Road Facility"). The Old Shell Road Facility comprises approximately 10,000 square feet of space appropriate for use as an outpatient facility. Additional portions of the proceeds of the Bond will be applied to the costs of renovations to the following facilities owned by AltaPointe: a 8,536 square foot facility located at 501 Bishop Lane, Mobile, Alabama, in an amount not to exceed \$450,000; a 57,000 square foot facility located at 5800 Southland Drive, Mobile, Alabama, in an amount not to exceed \$100,000; and a 7,500 square foot facility located at 5750-A Southland Drive, Mobile, Alabama, in an amount not to exceed \$90,000. All three facilities are and will be initially used by AltaPointe in the provision of mental health services, but each could in the future be subject to related use by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

At 10:00 a.m., Kevin Markham, the Chief Financial Officer of AltaPointe, called the meeting to order. There was no one present at the hearing. After waiting for fifteen minutes Mr. Markham adjourned the hearing at 10:15 a.m.

I, Kevin Markham, certify that I acted as the public hearing officer for the hearing referenced in the foregoing minutes and that the foregoing minutes constitutes a true and correct transcript of the proceedings of that hearing.

DATED this 3rd day of April, 2009.



Kevin Markham, Chief Financial Officer
AltaPointe Health Systems

**RESOLUTION NO. 2009-28
2009-N-ASPHALT**

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 ASPHALT will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the ASPHALT and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the ASPHALT be awarded to Mobile Asphalt Company LLC

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid of Mobile Asphalt Company LLC for unit cost as follows:

424A	-	\$55.00	\$58.75
424B	-	\$52.00	\$55.75
424C	-	\$52.00	\$55.75
416-1	-	\$56.00	\$59.75
416-2	-	\$55.00	\$58.75
414-1	-	\$52.00	\$55.75
414-2	-	\$52.00	\$55.75
327-1	-	\$52.00	\$55.75
327-2	-	\$52.00	\$55.75
Asphalt Cold Patch 35lb	-	\$15.00	

as specified in BID SPECIFICATION NO. 2009-N-ASPHALT.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 20th day of April, 2009.

John Lake, Council President

Date & Time Signed:_____

Fred Small, Mayor

Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk CMC

RESOLUTION NO. 2009-29
2009-O-ROCK MATERIAL

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 ROCK MATERIAL will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the ROCK MATERIAL and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the ROCK MATERIAL be awarded to Martin Marietta Aggregates.

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid of Martin Marietta Aggregates for unit cost (delivered) as follows:

Crushed Aggregate 825-A	- \$29.25
Crushed Aggregate 825-B	- \$29.25
#57 Limestone	- \$29.25
#78 Pea Gravel	- \$29.75
Rip Rap – Class I	- \$47.00
Rip Rap – Class II	- \$47.00

as specified in BID SPECIFICATION NO. 2009-O-ROCK MATERIAL.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____day of _____, 2009.

John Lake, Council President

Date & Time Signed:_____

Fred Small, Mayor

Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION 2009-30

Fiscal 2009 Fourth of July Fireworks

WHEREAS, the City Council of the City of Daphne recognizes the health, safety, and welfare benefits derived by the citizens of Daphne through the services performed by community agencies and the promotion of the City of Daphne fostered by community events; and

WHEREAS, the City of Daphne has made appropriations in its Fiscal 2009 Budget for the benefit of certain community agencies and events; and

WHEREAS, the Fourth of July Fireworks is one such event.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne that the Mayor and City Clerk are hereby authorized to execute agreements in the amount of \$12,000 for the City's 2009 Fourth of July firework display.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

RESOLUTION 2009-31

**Fiscal 2009 Boys and Girls Club Contribution
May 2009**

WHEREAS, the City Council of the City of Daphne recognizes the health, safety, and welfare benefits derived by the citizens of Daphne through the services performed by community agencies and the promotion of the City of Daphne fostered by community events; and

WHEREAS, the City of Daphne has made appropriations in its Fiscal 2009 Budget for the benefit of certain community agencies and events; and

WHEREAS, the Boys and Girls Club is one such agency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne that the Mayor and City Clerk are hereby authorized to execute the agreements necessary for the City to make contributions in the amount of \$ 1,667 to the 2009 Daphne Boys and Girls Club as appropriated in the Fiscal Year 2009 Budget. Such appropriation will extend the contract through May 31, 2009.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

RESOLUTION 2009-32

Fiscal 2009 South Alabama Regional Planning Commission

WHEREAS, the City Council of the City of Daphne recognizes the health, safety, and welfare benefits derived by the citizens of Daphne through the services performed by community agencies and the promotion of the City of Daphne fostered by community events; and

WHEREAS, the City of Daphne has made appropriations in its Fiscal 2009 Budget for the benefit of certain community agencies and events; and

WHEREAS, the South Alabama Regional Planning Commission is one such agency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne that the Mayor and City Clerk are hereby authorized to execute agreements in the amount of \$12,943 for the City's 2009 contribution to the South Alabama Regional Planning Commission.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

**RESOLUTION 2009-33
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:

**David Cohen, City Clerk, 2009 Alabama League of Municipalities Convention,
Montgomery AL, May 2-4, 2009 - \$105**

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 _____, 2009.**

John Lake, Council President

Date & Time Signed:_____

Fred Small, Mayor

Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION NO. 2009-34

**A RESOLUTION APPROVING THE CITY OF DAPHNE'S
PARTICIPATION IN THE STATE OF ALABAMA SALES
TAX HOLIDAY FOR THE YEAR 2009**

BE IT RESOLVED, by the City Council of the City of Daphne, Alabama as follows:

Section 1. Section 4 of Alabama Act No. 2006-574 grants municipal governments authority to provide for the exemption of certain covered items from the payment of municipal sales tax during a period commencing at 12:01 a.m. on the first Friday in August of each year and ending at twelve midnight the following Sunday under the same terms, conditions and definitions as provided for the state sales tax holiday.

Section 2. The City of Daphne grants approval for the exemption of certain covered items from the payment of municipal sales tax for the period commencing at 12:01 a.m. Friday, August 7, 2009 and ending at twelve midnight Sunday, August 9, 2009 under the same terms, conditions and definitions as provided for by Act No. 2006-574 and Alabama Department of Revenue Rule 810-6-3.65.

Section 3. This Resolution shall become effective upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this the _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

RESOLUTION 2009 - 35

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	VEH #	VEHICLE DESCRIPTION	VIN # / SERIAL #
FD- FS#2 Street City Hall	(CityTag-#02302 / FD-GEN8901) 20	Generator-Gas - Honda 1989 Chevrolet HD Chassis Trophy Cases (2) Wood w/Glass- H-10'	EA7-1023000 1GBJR34K7KF303935

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 _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION 2009-36

**A Resolution Authorizing Issuance of
Credit Cards: Court**

WHEREAS, Resolution 1996-45 adopted July 15, 1996, authorized the issuance of a City of Daphne credit card to certain department heads; and

WHEREAS, the City of Daphne now deems it necessary to authorize the issuance of an additional credit card to the Court Administrator.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Daphne that Section 1 of Resolution 1996-45 is hereby amended to include the Court Administrator. All other provisions of Resolution 1996-45 remain in full force and effect.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

RESOLUTION 2009-37

Amending Resolution 2008-03: Architectural Plans for Nicholson Center

WHEREAS, the City did heretofore adopt Resolution 2008-03 regarding architectural design services for the renovation and conversion of the Nicholson Center from a gymnasium to a performing arts center; and

WHEREAS, such resolution stated that the City would be submitting a grant application to the Alabama State Council on the Arts (“grant”) for such architectural services; and

WHEREAS, furthermore, \$ 50,000 was reserved in the de-annexation recreation funds for the purpose of matching such grant if awarded; and

WHEREAS, the intent of the City Council was not for the City to apply for the grant but rather for the Bay Rivers Art Guild (“BRAG”) to apply for such grant and for the City to provide funding up to \$ 50,000 direct to BRAG as a part of BRAG’s grant match.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Daphne does hereby amend Resolution 2008-03 to state that BRAG will apply for the grant and upon award and submission of appropriate documentation to the City, the City shall make payment up to \$ 50,000 to BRAG for the purpose of providing matching funds for the Alabama State Council on the Arts grant. All other provisions of Resolution 2008-03 shall remain in full force and effect.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL of the City of Daphne, Alabama this the _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen
City Clerk, MMC

=====
CITY OF DAPHNE
ORDINANCE NO. 2009-21
=====

=====
AN ORDINANCE ADOPTING THE RULES OF PROCEDURE IN ALL INSTANCES
FOR MEETINGS OF THE CITY COUNCIL
=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the Order Procedure In All Instances For Meetings of the City Council shall be as follows:

SECTION I:

That the Rules of Procedure herein contained shall govern the liberations and meetings of all of the Council of the City of Daphne, Alabama.

SECTION II

That the regular meetings of the City Council shall be held on the first and third Mondays of each month, which meeting shall convene at 6:30 p.m. at the City Hall Council Chamber and all meetings, regular and special, shall be opened to the public, except when Council meets in executive session as authorized by State law.

SECTION III:

That special meetings may be held at the call of the presiding officer by serving notice on each member of the Council not less than twenty fours before the time set for such special called meeting. All special meetings may be held as provided by Section 11-43-50 Code of Alabama, 1975, (as amended). Furthermore, any two (2) Council members shall have the right to call for a special meeting. Notice of all special meetings shall be posted on a bulletin board and appropriate customary media notified, and is accessible to the public twenty-four hours prior to such scheduled meeting.

SECTION IV:

A Quorum shall be determined as provided by Section 11-43-40, Code of Alabama, 1975, (as amended).

SECTION V:

That the order of business of each council meeting shall be as follows:

1. Call to Order
2. Role Call/Invocation/Pledge of Allegiance
3. Approval of the Minutes of the Previous Meeting(s)
4. Reports of Standing Committees:
 - Finance Committee
 - Building/Property Committee
 - Planning/ Zoning Code Enforcement Committee
 - Public Safety/Ordinance Committee
 - Public Works/Solid Waste Committee
5. Reports of Special Boards and Commissions
 - Board of Zoning Adjustment
 - Downtown Redevelopment Authority
 - Industrial Development Board
 - Library Board
 - Planning Commission
 - Recreation Board
 - Utility Board
6. Report of Officers:
 - a. Mayors Report
 - b. City Attorney Report
 - c. Department Heads Report
7. Public Participation
8. Resolution Ordinances and Other Business
9. Council Comments
10. Adjournment

SECTION VI:

That any item including all background material to be placed on agenda must be turned in by 5:00 P.M. on the Wednesday before the council meeting to the City Clerk subject to the review of the Council President. The council packet will be sent to the full City Council by 12:00 P.M. Friday before the City Council Meeting.

SECTION VII:

That no member shall speak more than twice on the same subject without permission of the presiding officer, and after all other council members have had the opportunity to speak.

SECTION VIII:

That no individual who is not a member of the City Council or the Mayor shall be allowed to address the same while in session without permission of the presiding officer and for not more than three minutes, unless approved by the presiding officer. No person shall be allowed to address the Council on any matter which shall be the subject of a public hearing scheduled by the Council until the meeting under which the public hearing on that matter is scheduled to be heard. An individual wishing to speak to the council with permission of the Council President will be allowed 5 minutes. The individual must provide in writing a synopsis of the topic to be discussed. This synopsis is to be delivered to the City Clerk by the Wednesday before the council meeting by 5 P.M.

SECTION IX:

That those motions to reconsider must be made by a council member who voted with the majority at the same or next succeeding meeting of the Council.

SECTION X:

That whenever it shall be required by one or more members the "ayes" and the "nays" shall be recorded, and any member may call for a division on any question.

SECTION XI:

That all questions of order shall be decided by the presiding officer of the Council with the right of appeal to the Council.

SECTION XII:

That the presiding officer of the Council may, at his or her discretion, call any member to take the chair to allow him or her to address the Council or make a motion or discuss any other matter at issue.

SECTION XIII:

That motions to lay any matter on the table shall be first in order, and on all questions, the last amendment, the most distant day, and the largest sum shall be first put.

SECTION XVI:

That Council may meet in executive session only for purposes authorized by State law. When a council person makes a motion for executive session for an enumerated purpose, the presiding officer shall put the motion to vote. If the majority of the council shall vote in favor of the motion for executive session the body shall then move into executive session for discussion of the matter for which executive session was called. No action may be taken in an executive session. When the discussion has been completed, the council shall resume its deliberations in public.

SECTION XV:

That a motion for adjournment shall always be in order.

SECTION XVI:

That the rules of the Council may be amended in the same manner as any other ordinance of general or permanent nature.

SECTION XVII:

That the rules of the Council may be temporarily suspended by vote of two-thirds of the members present.

SECTION XVIII:

That the chair of each respective committee, or the council member acting for him or her, shall submit and make report to the Council when so requested by the presiding officer or any member of the Council.

SECTION XIX:

That all ordinances, resolutions or propositions submitted to Council which require the expenditure of money will lie over until the next Council meeting; provided that such ordinance, resolution or propositions may be considered earlier by unanimous consent of the Council members present at such meeting by roll call vote and provided further that this rule shall not apply to the current expenses of, or contracts previously made with, or regular salaries of officers, or wages of employees of the city.

SECTION XX:

That all motions, resolutions, ordinances or other business required to be in writing shall be prepared and supplied to all Council members by twelve noon one full city work day before the Council meeting in which it is to be presented. (e.g. if city offices are not open, the Friday before the Monday council meeting, then the writings and documentation shall be supplied to each city council member by placing same in each member's mailbox at City Hall by noon Thursday).

- a. It is desired that information be supplied to the City Clerk in time to be made part of the agenda packet.
- b. When a work session is called or scheduled between two council meetings, all motions, resolutions, ordinances or other business required to be in writing shall be presented in substantially the same form as that which is required for presentation at council meeting.
- c. Notwithstanding Sections a. and b, here and above, in the situation of an actual emergency sections a. and b. here and above shall not apply. For purposes herein an actual emergency exist from failure to act will result in an immediate and irrefutable harm to the City or any of its citizens and or otherwise it was physically impossible to comply with a notice requirements set forth herein as the same may be determined by the presiding officer of the Council.

SECTION XXI:

That the City Clerk, City Engineer, City Attorney, Chief of Police and Fire Chief and all and such other officers and employees shall, when requested, attend all meetings of the City Council, and shall otherwise remain in the Council Chamber for such length of time as the Council, presiding officer or Mayor may direct.

SECTION XXII:

That no ordinance, resolution or motion of a permanent and general nature shall be adopted at the meeting at which it is first introduced unless unanimous consent be obtained for the immediate consideration of such ordinance, resolution or motion, and such consent shall be by roll call vote of the council members present at such meeting.

SECTION XXIII:

That the City Council may have the ability to have a discussion on any motion.

SECTION XXIV:

That Roberts' Rules of Order be and is hereby adopted as the rules of procedure for this Council in those situations which cannot be resolved by the rules set forth in this Ordinance.

SECTION XXV:

The City Council will set all public hearings by a majority vote.

SECTION XXVI:

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

SECTION XXVII:

That the provisions of this Ordinance are severable. If any provision, section, paragraph, sentence are part thereof shall be held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not effect or impair the remainder of this Ordinance, it being the legislative intent to ordain and act each provision section, paragraph, sentence and part thereof separately and independently of each other.

SECTION XXVIII:

This Ordinance shall take effect and be enforced from and after approval by the City Council of the City of Daphne upon publication required by law.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this the ____ day of _____, 2009.

CITY OF DAPHNE, AN ALABAMA MUNICIPAL CORPORATION

JOHN LAKE
COUNCIL PRESIDENT

FRED SMALL
MAYOR

ATTEST:

DAVID L. COHEN
CITY CLERK, MMC

ORDINANCE 2009-22

FY 2009 MUNIS Financial and Payroll Software Upgrade Appropriation

WHEREAS, Ordinance 2008-57 approved and adopted the Fiscal Year 2009 Budget on December 15, 2008; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2009 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2009 budget; and

WHEREAS, the current software version is over four years old and notification has recently been received that this version will now only receive limited software support, and

WHEREAS, future versions will require upgrading operating systems to a Sequel Server system which the City is not currently using; and

WHEREAS, a Disaster Recovery Service is needed to ensure Payroll and City financial operations can continue off site in case of a Natural Disaster.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2009 Budget is hereby amended to include a General Fund appropriation in the amount of \$18,712 for the upgrade of the server and software, and for the implementation of an off site Disaster Recovery Service for the City's Financial and Payroll Software System.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed: _____

Fred Small, Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk MMC

ORDINANCE 2009-23

FY 2009 City Hall Generator Maintenance Appropriation

WHEREAS, Ordinance 2008-57 approved and adopted the Fiscal Year 2009 Budget on December 15, 2008; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2009 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2009 budget; and

WHEREAS, a maintenance agreement is needed for the City Hall Generator to ensure that the equipment is properly maintained and certain parts and maintenance will be “covered” under the agreement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2009 Budget is hereby amended to include General Fund appropriations in the amount of \$16,666 to obtain a five year maintenance agreement for the City Hall Generator.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

ORDINANCE 2009-24

FY 2009 Museum Painting Appropriation

WHEREAS, Ordinance 2008-57 approved and adopted the Fiscal Year 2009 Budget on December 15, 2008; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2009 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2009 budget; and

WHEREAS, the museum is in need of painting to prevent exterior deterioration and protect the building from the elements.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2009 Budget is hereby amended to include General Fund appropriations in the amount of \$5,000 for the painting of the Daphne Museum to stop the exterior deterioration and protect the building.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed: _____

Fred Small, Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk MMC

**CITY OF DAPHNE, ALABAMA
ORDINANCE NO. 2009-25**

**AN ORDINANCE TO ESTABLISH THE TRANSPORTATION ENHANCEMENT
PROJECT FOR STREET AND ROAD INFRASTRUCTURE PROJECTS
WITHIN THE CITY OF DAPHNE**

WHEREAS, the maintenance and upkeep of the City's roadways is within the City's responsibility for the health, safety, and welfare of its citizens and visitors; and,

WHEREAS, the maintenance and upkeep of the City's roadways requires constant supervision and labor by City employees; the cost of which is subject to variation as circumstances dictate; and,

WHEREAS, the maintenance and upkeep of the City's roadways requires expenditures of City funds that must be determined pursuant to its Comprehensive Roadway Maintenance Program for inclusion in its Annual Budget and varied by proper procedure pursuant to City Ordinance; and,

WHEREAS, the City Council of the City of Daphne, after due consideration and upon deliberation, has determined to be in the best interest of the City to establish a minimum monetary amount for roadway maintenance to be set aside each year and the same to be funded from its Annual Budget;

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

SECTION I: PERMENANT MINIMUM MONETARY REQUIREMENT FOR ROADWAY MAINTENANCE

The City Council determines that an amount of _____ dollars (\$....) shall be henceforth dedicated and established as a minimum amount of City funds utilized for the exclusive purpose of City roadway maintenance.

SECTION II: MINIMUM MONETARY REQUIREMENT FOR ROADWAY MAINTENANCE TO BE INCLUDED IN ANNUAL BUDGET

The minimum amount of _____ dollars (\$....) utilized for the exclusive purpose of City roadway maintenance shall be dedicated each year by the City Council when it establishes the City Annual Budget. Said amount shall be subject to enlargement should the Council, after consideration and debate, decide it just and proper for the minimum amount to be increased each year when establishing the City's Annual Budget.

SECTION III: SEVERABILITY

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

SECTION V: EFFECTIVE DATE

This Ordinance shall become effective immediately and be in full force after final passage and publication as required by law.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THE _____ DAY OF _____, 2009

John Lake,
Council President
Date & Time Signed: _____

Fred Small,
Mayor
Date & Time Signed: _____

ATTEST:

David Cohen,
City Clerk MMC

ORDINANCE 2009-26

**Lodging Tax Appropriation
Furnishing City Hall Atrium**

WHEREAS, Ordinance 2008-57 approved and adopted the Fiscal Year 2009 Budget on December 15 , 2008; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2009 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2009 budget; and

WHEREAS, the atrium at the new City Hall facility is currently unfurnished; and

WHEREAS, the City Council has determined it to be in the best interest of the City to appropriate funds from the Lodging Tax for such furnishings.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2009 Budget is hereby amended to include a Lodging Tax appropriation in the amount of \$ 50,000 for furnishing the atrium at the new City Hall facility.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____ , 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC