

**CITY OF DAPHNE
CITY COUNCIL BUSINESS MEETING AGENDA
June 20, 2005**

- 1. CALL TO ORDER**
- 2. ROLL CALL/INVOCATION:
PLEDGE OF ALLEGIANCE:**
- 3. APPROVE MINUTES: June 6, 2005**

PRESENTATION: Report on Belrose Avenue Residents /
Bayside Academy / Ernie Berger

4. REPORT STANDING COMMITTEES:

A. FINANCE COMMITTEE - Scott

Review minutes meeting held June 13th

a.) Bid Awards:

- 1.) Linen Rental Services / American Linen Service Co. / **Resolution 2005-46**
- 2.) Automated Side-Loading Garbage Collection Truck / Ingram Equipment Co. /
Resolution 2005-47

**b.) Prepaid Travel / David Cohen / ACCMA Summer Conference / Orange Beach, AL / \$105 /
Resolution 2005-48**

c.) Appropriations:

- 1.) City Hall Site Preparation, Survey, & Engineering / **Ordinance 2005-26**
- 2.) Yancey Branch Permitting / **Ordinance 2005-27**
- 3.) Buena Vista Drive / **Ordinance 2005-28**

d.) Motions:

- 1.) Authorize re-structuring of Public Works and Building Maintenance Depts.
- 2.) Authorize pay-off of 1997 Note Payable
- 3.) Authorize application: SAFER Act Grant

e.) Resolutions:

- 1.) Disposal of Surplus Tires / **Resolution 2005-49**
- 2.) Amend Utilities Board Sewer Resolution / **Resolution 2005-50**
- 3.) Authorize Mayor to Execute Contract: City Hall Architect / **Resolution 2005-51**

f.) Financial Reports:

- 1.) Treasurers Report, May 31, 2005
- 2.) Sales Tax Collection Graphs, April 30, 2005
- 3.) Lodging Tax Collections, April 30, 2005
- 4.) Ad Valorem Collections, May 31, 2005

B. BUILDINGS AND PROPERTY COMMITTEE- Lake

Review minutes meeting held June 3rd

C. PLANNING/ZONING/CODE ENFORCEMENT - Barnette

D. PUBLIC SAFETY/ORDINANCE COMMITTEE- Burnam

Review minutes meeting held June 7th

- a.) Recommend to change street name from Cummings Lane
to Captain's Lane
- b.) Recommend Commercial Subcontractor Ordinance
- c.) Recommend separation of the Public Safety Committee and the
Ordinance Committee

- E. **PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY** – Yelding
Review minutes meeting held May 27, 2005

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

- A. **Board of Zoning Adjustments** – Eady
Nomination for BZA Alternate
- B. **Downtown Redevelopment Authority** -Barnette
- C. **Industrial Development Board** – Yelding
Review minutes meeting held April 25th
- D. **Library Board** – Lake
- E. **Planning Commission** – Barnette
Review minutes meeting held May 26th
- F. **Recreation Board** - Burnam
- G. **Utility Board** Scott

6. REPORTS OF THE OFFICERS:

- A. *Mayors Report*
 - a.) *Parade Permit / Shriner’s*
- B. *City Attorney’s Report*
- C. *Department Head Comments*

7. PUBLIC PARTICIPATION:

Andrew Rodriguez / Permission to have tree removed from his property
 Tom Fouts / Prejudice and Discrimination in Daphne City Court
 Annette / Jim Lay / Sewer hook-up exception

8. RESOLUTIONS:

- a.) **Accepting Streets & Drainage / Bellaton Subdv., Phase One. /Resolution 2005-44**
- b.) **Prepaid Travel / Kim Briley / Suzanne Henson. /Resolution 2005-45**
- c.) **Bid Award: Linen Services / American Linen Service Co. /Resolution 2005-46**
- d.) **Bid Award: Automated Side-Loading Garbage Collection Truck. /Resolution 2005-47**
- e.) **Prepaid Travel / David Cohen /Resolution 2005-48**
- f.) **Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property. /Resolution 2005-49**
- g.) **Amending the Agreement with Utility Board – Sewer Projects. /Resolution 2005-50**
- h.) **Contract for City Hall Renovations & Additions / Gatlin & Hudson Architects, Inc. /Resolution 2005-51**

ORDINANCES:

- a.) **Authorizing Overtime Compensation for Salaried Employees and Setting Forth Administrative Pay Policy During Declared Emergencies. /Ordinance 2005-04**
- b.) **Appropriating Funds: City Hall Site Preparation, Survey & Engineering. /Ordinance 2005-26**
- c.) **Appropriating Funds: Yancey Branch Permitting. /Ordinance 2005-27**
- d.) **Appropriating Funds: Buena vista Drive. /Ordinance 2005-28**
- e.) **Amending Ordinance 2004-10 / License Fee for All Commercial Subcontractors Doing Business in the City of Daphne. /Ordinance 2005-29**

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__ __

COUNCILWOMAN LANDRY

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

1. CALL TO ORDER

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

2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE

Mr. Lake gave the invocation.

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

Also present: Mayor Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Tim Fleming, Attorney; Bill Eady, Planning Department Director; Ken Eslava, Public Works Director; David McKelroy, Recreation Director; Kim Briley, Finance Director; Mund Hanson, Fire Chief; David Carpenter, Police Chief; Willie Robison, BZA; Al Guarisco; Village Point Foundation; Starke Irvine, Downtown Redevelopment Authority.

Absent: Sharon Cureton, Human Resource Director; Sandra Morse, Civic Center Director; Ronnie Phillips, Building Inspection Director Dale Foster, Librarian; Jay Ross, City Attorney.

3. APPROVE MINUTES:

**MOTION BY Mrs. Barnette to approve the minutes meeting held May 17, 2005.
Seconded by Mrs. Landry .**

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE – Scott

No report.

B. BUILDINGS AND PROPERTY COMMITTEE – Lake

The Committee met last Friday, and the minutes will be in next packet.

C. PLANNING/ZONING/CODE ENFORCEMENT – Barnette

No report.

D. PUBLIC SAFETY/ORDINANCE COMMITTEE – Burnam

No report. The Committee will meet tomorrow at the Police Department at 4:30 P. M. The public is welcome to attend.

E. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Yelding

No report

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Eady

No meeting in June. The Council needs to appoint another alternate member.

Council President Burnam assured Mr. Eady that he will have a nominee for the next meeting.

B. Downtown Redevelopment Authority – Barnette

No Report. No meeting in June.

C. Industrial Development Board – Yelding

No report.

D. Library Board – Lake

No report.

E. Planning Commission – Barnette

There will be a meeting on Friday for the Planning Commission to discuss a modification to the Comprehensive Plan, to look at density in Daphne. Mrs. Barnette said this is a first step toward the condo overlay. The site review meeting will be June 15th at 9:00 a.m. The Planning Commission will meet June 23rd at 6:00 p.m.

F. Recreation Board – Burnam

No report.

G. Utility Board – Scott

The Board is finalizing the details on hiring a new General Manager. An announcement should be made soon. Mr. Scott reported that the sewer non-connect letters went out last week to advise people who are not hooked up to the sewer that they need to hook up. Mr. Scott said they need to get with Mr. Ross with some questions. Mr. Scott asked Mrs. Barnette to elaborate on this subject.

Mrs. Barnette said she has had phone calls from citizens in her district saying that part of the correspondence that they received said that they could petition to the full Council for some type of variance to this non-connect letter. Mr. Scott showed her the letter and it was not in the letter, but they received something that gave them the opinion that they could petition the Council not to connect. She said if that is the case, then the Council needs to establish some type of criteria that is consistent for everyone if they are going to grant these variances, and they can communicate that to the public.

Mayor Small said they need to look at the 200% rule in the City Ordinance, where someone builds a new house and you have to run out a ways to get to the sewer lines, and it cost more than 200% over what it cost for a septic to hook up to the sewer, they could be allowed them to use the septic tank. He feels that needs to be revisited. He is serious about the sewer system. He said they need to get everyone on the sewer system.

Mr. Burnam asked the Mayor if he would like that put on the June 16th work session agenda, and have the City Clerk to bring all the information they need to determine what should be done to the work session.

Mayor Small said yes he would like it on the next work session agenda.

Mr. Scott said the minutes for the April 27th meeting are in the packet.

6. REPORTS OF THE OFFICERS:

A. *Mayor's Report*

Mayor Small asked Council if they had enough information provided by the City Clerk regarding the hiring of someone to do a feasibility study regarding the establishing of City schools. The Mayor asked to put this on the work session. He also asked that all Committee meetings that are not held at City Hall be changed to the Council Chambers, so that everyone will always know where the meetings are held.

a.) *Change July 4th Council meeting*

MOTION BY Mr. Lake to change the July 4, 2005 Coty council meeting to Tuesday, July 5, 2005. *Seconded by Mrs. Barnette.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Yelding to have all Committee meeting held at City Hall in the Council Chambers.

Mr. Burnam said that each Committee should discuss this.

Mr. Yelding withdrew his motion until they do further study on this.

Mayor Small mentioned that the Public Safety Committee is tied to the Ordinance Committee. He feels that these meetings run long and sometimes with lots of Public Safety issues and that Ordinances sometimes don't get addressed. Maybe they should set up a separate Ordinance Committee.

Mrs. Barnette said that Planning/Zoning/Code Enforcement never meets since there is a Planning Committee, so maybe it could be discussed to have a Code Enforcement/Ordinance Committee.

B. *City Attorney's Report*

No report.

C. *Department Head Comments*

David McKelroy – Recreation Director – reported that Art in the Park was very successful. He stated that about 1,000 children attended the event. He thanked the Utility Department for supplying their Winnie Wagon. He said that for the next four (4) Wednesday's they will be having Wet & Wild Wednesday, this is slip and side for the children. He reported on the fast pitch softball tournaments saying that there were 32 teams involved, and 14 were out of town teams, he figures for a tournament that size that it brings in over \$100,000 to the city in revenue.

John Williams – Civic Center – reported on the Zydeco Festival saying that is was successful and are looking forward to next year.

Ken Eslava – Public Works Director – reported that all the Emergency Management folks in the City along with the Baldwin County Emergency Management Agency and the Baldwin County Highway Department to make plans for the active hurricane season. He said they are still trying to recruit citizens to volunteer to serve on the Beautification Committee. He brought Marshall Parsons along to do the recruiting. Marshall made a presentation regarding the Committee. He said they are down to two (2) people and requested the Council to come up with someone to serve on the Committee.

7. PUBLIC PARTICIPATION

Mr. Brice Cocke – Lake Forest – spoke regarding the watershed in Lake Forest and problems with stream interference by buildings that cause flooding.

Mr. Willie Robison – 560 Stuart Street – said he would like to see all the Committees meet in the Council Chambers.

Mr. Tom Hess – Daphne – spoke regarding the Lake Forest Lake.

Mr. Bill Green – 4 Lake Front Drive – spoke regarding the flooding in Lake Forest.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS

- a.) Supporting the Proposed Northern By-Pass North of I-10 Between Hwy 98 and Hwy 181...../Resolution 2005-34

MOTION BY Mr. Lake to <u>waive the reading of</u> Resolutions 2005-34. <i>Secoded by Mr. Yelding .</i>		
AYE	ALL IN FAVOR	MOTION CARRIED
NAY	NONE OPPOSED	

MOTION BY Mr. Lake to <u>adopt</u> Resolutions 2005-34. <i>Secoded by Mr. Yelding.</i>		
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The Council had questions regarding the service road extending from Hwy 98 to County Road 181 and asked for more information regarding where the road will start and stop, what is the cost, and who will pay for it from Representative Randy Davis before they voted on the Resolution.

Mr. Lake withdrew his motion until they receive more information on this proposed By-Pass.

Mr. Yelding withdrew his second to the motion.

The Council instructed the City Clerk to contact Mr. Davis and get the information requested.

Mr. Eady suggested that the Council take a look at the proposed plans for the road, even going up to where the road is proposed to intersect. He feels this will burden the traffic flow in that area more than it is now.

Mr. Burnam said that this needs to be addressed with Cypress Equities, Representative Davis and maybe ALDOT when gathering the information.

Mr. Eslava said he will be meeting with ALDOT and would see what information he can gather on the subject.

ORDINANCES

NO ORDINANCES

9. COUNCIL COMMENTS

Mrs. Barnette congratulated the planning and organization done by Mrs. Morse and her staff for the Zydeco Festival. She spoke with someone from Tennessee and he said that on a scale of 1-10 regarding the level of performers they had, he rated the festival a 9, and the only way it could be a 10 is if they brought people back from the dead. This is a tremendous kudo for the festival. She said the Council had discussed having an education representative make reports regarding the Board of Education and what they are doing. She would like to see that report on the agenda, just like Downtown Redevelopment or any other committee. This is so they can keep abreast to some of the education issues. She stated that on June 28th at 6:00 p.m. in the Council Chambers she is having a District 2 community neighborhood meeting where folks can tell her what they would like to see done. She asked that the media help get the word out about the meeting.

Mr. Lake agreed with Mrs. Barnette regarding an education representative. He said that they used to have one when he was first on the Council. He said any Council he has served on has never tried to segregate the community into “we” and “them”. He said this is counter-productive, the community is all citizens of Daphne. He does not like someone to come to Council and segregates the community. When you want to get something done you have to get the support of the whole community. Daphne needs to work together as a whole.

Mr. Scott commented on the SEEDS Fun Run saying it was very successful, it raised a lot of money. There were about 500 participants. He said the Zydeco Festival and the run was a lot of fun. He said on the subject of the Lake Forest Lake that he feels that they all want to do something, he said it is a concern for the Lake Forest residents, and it should be a concern of all the citizens of Daphne. When you have people being flooded out, he does not care where they live, you have to be concerned about it. He said in the past Congressman Bonner, Senator Sessions, Senator Shelby, and Governor Riley said yes, the Lake is a problem and they need to do something about it. At one time they had some pretty powerful people on board to do something. The City of Daphne is not capable of taking this on by itself, the city needs some partners. When this study comes in, they will have to go and meet with Congressman Bonner, Senator Sessions, Senator Shelby, and Governor Riley and have a cooperative effort to make this happen. He feels that they have the political will and the desire to do that. He does not want the people in Lake Forest to feel that they are abandoning them.

Mrs. Landry agreed with Mrs. Barnette regarding the Zydeco Festival. She had a good time. She thinks that Mrs. Morse was very organized, and that everyone enjoyed it. She said as far as the Lake Forest Lake is concerned, she thinks this Council is a Council that wants to do something, unfortunately, this Council is on a learning curve, she knows that others have been involved with this for years, and they are having to start all over again, and she realizes that this is frustrating. She assures them that she feels 100% sure that when this study comes back they are going to move forward with this project.

Mr. Palumbo added his congratulations to the Zydeco Festival. He said that there were folks from several countries that follow this type of music at the festival. This may be the first thing the city has ever done where the city was a destination to come to for something. He has heard nothing but good comments. He congratulated everyone involved in putting it on. He said regarding the Lake Forest Lake that he cannot imagine that this will not involve Federal dollars, some type of grant to take this project on. He said there was some debate as to how many Council members are from Lake Forest, he said that five (5) of the districts cut into Lake Forest, so in a way Lake Forest is more represented than any other particular neighborhood in the city. He takes a little bit of exception to the fact that someone says that if you don't live in that particular neighborhood that you are not representing the neighborhood. He said that five (5) of the Council people have part of their district in Lake Forest. He stated that from the maps he has seen the highest prone flood areas is where those districts converge. He said just about all those Council members who represent those parts of Lake Forest have folks who have been flooded or who live in the high flood prone areas. He stated he is only pointing this out to say that they do have concerns about it. They are not abandoning Lake Forest in any way.

10. ADJOURN

MOTION BY Mr. Lake to adjourn. *Seconded by Mrs. Barnette.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

**JUNE 6, 2005
CITY OF DAPHNE, AL
CITY COUNCIL MEETING
6:30 PM**

7

**THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT
7:50 P.M.**

Respectfully submitted by,

David L. Cohen, City Clerk, MMC

Certification of Presiding Officer:

Greg Burnam
Council President
Date & Time Signed: _____

**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
June 13, 2005
4:00 P.M.

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:06 P.M. Present were Chairman Ron Scott; Councilman Bailey Yelding; Councilwoman Regina Landry; Finance Director Kim Briley; Senior Accountant Suz anne Henson; and Accountant I Belinda Job.

Also in attendance were Public Works Director Ken Eslava and Fire Chief Mund Hanson.

Mayor Small arrived at 4:28.

II. PUBLIC PARTICIPATION

A. Daphne High School – ACT Review Class Appropriation Request – Ms. Cindy Teague – PTSO President

Ms. Cindy Teague, Daphne High School PTSO, discussed the PTSO'S sponsorship of the ACT Review Class for the Daphne students and requested financial support from the City of Daphne. Discussion continued the Board of Education is currently funding the program at Fairhope High School and Baldwin County High School as part of their curriculum. Ms. Teague discussed the program would be offered not only to Daphne High School students but all students who reside in Daphne such as those of Bayside and McGill. Discussion continued the PTSO sponsors many different events at Daphne High School such as 9th Grade Orientation, Open Houses, Teachers Appreciation Luncheon, Baccalaureate Service, and Underclassmen Awards. Discussion continued the only funding the PTSO receives in order to sponsor these events is through their membership drive. Ms. Teague noted the PTSO is currently engaged in fund raisers such as selling concessions at Wet-N-Wild Wednesdays and Art in the Park to help raise funds for this program. Discussion continued the ACT test is administered in the Daphne area 4 times per year and that the ACT Review Class would be offered to students on consecutive Saturday mornings, 4 hours each session, 4 weeks before each test. Discussion continued this would give students who do not have room in their semester schedule the opportunity to take the class. Ms. Teague noted that all teachers are certified and are selected according to recommendations made by the Principal and Counselors. Discussion continued that the students are charged \$50 to help offset the costs; however, if a teacher or counselor comes to the PTSO and advises they have a student who wishes to take the class but is unable to pay the \$50, then the PTSO absorbs the cost. Ms. Teague discussed the cost to provide the program for 17 students includes \$1,800 for software; \$400 for books; and \$2,000 for teacher's salaries. Ms. Landry asked if the students could be charged \$100 for the class. Ms. Teague noted the PTSO has considered that but the school already has students who cannot afford to pay. Mr. Scott noted that while the City should consider contributing to this program, the City should not fund it totally. Mr. Scott discussed having Ms. Teague prepare a letter to the Baldwin County Commission requesting their financial assistance as well and noted that he would present it to them. Discussion continued on speaking with the School Board about the matter. Mr. Yelding noted that over the last 4-5 years, there have been many requests regarding the schools. Mr. Yelding discussed one way the PTSO could raise funds is to join in the fund raising efforts of the Taste of the Eastern Shore. Mr. Scott discussed the need to do some further background research on the project and other funding options before making any recommendation to the Council.

III. ISSUES REQUIRING ACTION BY CITY COUNCIL

A. Bids

1. 2005-Q-Linen Rental Services

Ms. Henson discussed two bid invitations were sent out with one bid received. This is an annual bid for the cleaning of the rental linens at the Civic Center. Ms. Henson noted the bid is advertised but there were not any

other bidders to respond. Discussion continued it is the Civic Centers recommendation to award the bid to ALSCO Linen Company. Ms. Henson discussed this bid is comparable to the bid cost from 2 years ago noting that last year's bid was an extension of the previous year's bid.

Motion by Ms. Landry to recommend to Council to adopt a resolution awarding the Linen Rental Services bid to ALSCO Linen Company for unit costs as specified in the bid. Seconded by Mr. Yelding.

2. 2005-R-Automated Side-Loading Garbage Collection Truck

Mr. Eslava discussed seven bid invitations were sent out with four bids received and that this item was included in the capital budget. Discussion continued the lowest bid of \$159,666 had 51 exceptions to the City's specifications, 20 of which were very critical in the operating mechanisms. Discussion continued the next lowest bid from Ingram Equipment in the amount of \$165,688 for the Heil/Sterling met the City's specifications. Mr. Eslava noted this is \$4,312 below budget. Mr. Scott asked if special garbage cans would have to be used for this truck. Mr. Eslava noted this truck was used in a test that was conducted in Timber Creek and it was determined that while the large 96 gallon cans worked the best, just about any tough vinyl garbage can will work. Mr. Scott asked if the City will encourage the citizens to purchase the 96 gallon cans. Mr. Eslava noted they would once the truck has been ordered, specifically in the Timber Creek area. Mr. Scott asked if the truck is not received in this fiscal year, would the funds be encumbered. Ms. Briley noted that a purchase order would be issued and that the money would be encumbered. Ms. Landry asked if a change in personnel will be needed once the new truck is in operation. Mr. Eslava noted the new truck is a one man truck; he will use one of his current employees. Discussion continued the new truck will also allow the Public Works Department to remove one of its existing trucks from the streets to be used as a spare when needed.

Motion by Mr. Yelding to recommend to Council to adopt a resolution awarding the Automated Side-Loading Garbage Collection Truck bid to Ingram Equipment Co., LLC, the lowest bidder meeting specifications, for a total cost of \$165,688. Seconded by Ms. Landry.

B. Prepaid Travel – David Cohen, City Clerk – AL City/County Management Assoc

Mr. Scott discussed a request for prepaid travel in the amount of \$105 for David Cohen, City Clerk, to attend the Alabama City/County Management Association 2005 Summer Conference in Orange Beach, Alabama, June 29-July 1, 2005. Ms. Landry asked if Mr. Cohen would be staying in Orange Beach or driving back and forth. Ms. Henson noted the travel request form did not indicate there would be any lodging fees and that the prepaid travel request was for meals. Ms. Landry asked if the City Clerk has a separate training/travel budget from the Council. Ms. Briley noted the travel budget for Legislative staff is separate from the City Council's. Mayor Small discussed that all departmental training/travel should be looked at during the upcoming budget. Discussion continued on various ways to alter the travel policy, such as not paying for dinner if there is no lodging or if travel is only for the day, not paying for breakfast. Mr. Scott noted the County policy states if you are not lodged, then you are only paid for lunch.

Motion by Ms. Landry to recommend to Council to adopt a resolution approving prepaid travel in the amount of \$105 for David Cohen, City Clerk to attend the 2005 Alabama City/County Management Association Summer Conference in Orange Beach, Alabama on June 29-July 1, 2005. Seconded by Mr. Yelding.

C. APPROPRIATION REQUESTS: CITY PROJECTS

1. City Hall Property Engineering Survey Cost - \$3,800

Mayor Small discussed that while this request is for \$3,800, he recommends \$10,000 to be set aside. Discussion continued the current request of \$3,800 is for a survey that will distinguish the boundary lines of the property, provide property elevations, show utilities and their descriptions, mark all trees on the property, provide information in order to help make decisions on grading and drainage, and provide a physical layout of

the New City Hall facility. Discussion continued there are other tests and surveys that will need to be done in order to get ready for the City Hall project such as soil boring and by having the money set aside; it will eliminate a delay in proceeding with the work. Discussion continued the last survey done on the property was most likely back in the 1970's when the current facility was built. Mr. Scott asked if the new survey would also include the Art Guild building. Mayor Small noted it would.

Motion by Mr. Yelding to recommend to Council to adopt an ordinance amending the budget in the amount of \$10,000 for Engineering Survey and Site Preparation costs in association with the New City Hall Facility. Seconded by Ms. Landry.

2. Yancey Branch Permitting Expenses - \$10,000

Mr. Eslava discussed over the years with the growth in the area, Yancey Branch west of Main Street, which borders Village Pointe Park has silted in with sand to the point it is now damaging private property in Harbour Place and on the Bay Front. Discussion continued the City needs to remediate the branch from Main Street all the way back to the bay and reopen the water drainage channel. This means digging it out, cleaning all the vegetative debris, and restoring the old channel profile. Ms. Landry asked if the City owns this body of water. Mr. Eslava noted it is not actually owned by the City but that it is part of Harbour Place property and Village Pointe, therefore making it the City's responsibility. Mr. Eslava noted several weeks ago following a large rain event, the NRCS came to see if it could be taken on as a funded project. Discussion continued the NRCS has agreed to do it if the City would pay the permitting expenses. Mr. Eslava discussed with that area being sensitive to the environment as well as the Coastal Foundation, ADEM, Corp of Engineers and the Historic Preservation Society, there are a number of studies that will have to be performed before any work can be permitted. Discussion continued the requested \$10,000 would cover all of the studies plus the cost of the permit itself. Mr. Eslava noted part of the NRCS requirement is that the City closely monitors any violators upstream. Discussion continued the \$10,000 will launch the City into NRCS funding consideration. Mr. Eslava noted it is the recommendation of the Public Works Committee that an appropriation not to exceed \$10,000 be approved and authorize Hutchinson, Moore & Rauch (HMR) to complete the permitting process.

Motion by Mr. Yelding to recommend to Council to adopt an ordinance amending the budget for an amount not to exceed \$10,000 for Yancey Branch Permitting Expenses, and to authorize Hutchinson, Moore & Rauch (HMR) to proceed with the permitting process. Seconded by Ms. Landry.

3. Resurfacing Buena Vista Drive (Four & Seven Cent Gas Tax) - \$16,000

Mr. Eslava discussed due to the poor construction of Buena Vista Drive and the lack of sock drains to manage the springs underneath, the road has been popping up and breaking over the years. Discussion continued the Utility Board has had numerous water line breaks due primarily to the instability of the base of the road. Mr. Eslava discussed Stan Clayton, Deputy Director of Daphne Utilities has received quotes for repairs to the road and the lowest price received was \$40,000. Discussion continued this would include all the proper sock drains and engineering on the road in order that the City does not have this problem again. Mr. Eslava noted that because it was a poor road design, the City should contribute some funds to the cost of the project. Discussion continued it was agreed the costs should be split 60% Utility Board and 40% City of Daphne. Ms. Landry asked if the City would pay the Utility Board and they would manage the project. Mr. Eslava noted it is his recommendation that it be handled this way noting the Utility Board would manage the project with its contractor. Discussion continued the funds would come from the Four & Seven Cent Gas Fund and Ms. Briley confirmed the funds are available. Ms. Briley also noted an agreement would need to be prepared between the City and the Utility Board. Mr. Yelding discussed the City should agree to appropriate the funds not to exceed \$16,000 contingent on an agreement being signed.

Motion by Ms. Landry to recommend to Council to adopt an ordinance amending the budget for an amount not to exceed \$16,000, for the City's 40% share in Buena Vista Drive repairs costs, predicated on an agreement being signed between the City of Daphne and the Utility Board. Seconded by Mr. Yelding.

D. Appropriation Request – Agencies

1. Community Action Agency – VISTA Volunteer Living Cost - \$1,000

Mr. Scott discussed an appropriation request in the amount of \$1,000 from the Community Action Agency for the purpose of sharing in the living cost of an AmeriCorps VISTA Volunteer for one year. Ms. Briley noted she is currently looking into this as she is not sure the City can legally do this. Mayor Small discussed he is familiar with the agency and believes they do a very good job and are needed in the City. Mr. Scott noted the Utility Board will soon begin offering citizens the opportunity to contribute \$1.00 that would go to a fund to help pay utility bills for citizens who cannot pay. Mr. Yelding noted he is on the Community Action Board and it is certainly needed in the City.

Motion by Chairman Scott to recommend to Council to adopt an ordinance amending the budget in the amount of \$1,000 for the City's share of living expenses for an AmeriCorps VISTA Volunteer for a period of one year; and to authorize the Mayor to enter into a contract with the Community Action Agency to provide this service pending legal opinion. Seconded by Mr. Yelding.

*****NOTE: This item is not included in the Council Packet as legal opinion is not yet available.**

E. Re-Structuring of Public Works and Building Maintenance

Mr. Eslava discussed his request for Street Department Re-Structuring with the goal being to put more “hands on” personnel onto project work. Mr. Eslava discussed it is his proposal to delete one Public Works Supervisor position and replace it with two Crew Leader positions. Mr. Eslava noted it is his desire to promote from within the existing ranks for the two Crew Leader positions (promotion would allow a 10% increase in salary) which would result in an approximate decreased cost of \$25,856. Mr. Eslava noted if for some reason these positions could not be filled from within, hiring from the outside would reduce the funds needed to meet the restructuring needs. Mayor Small noted this re-structuring plan is much needed and will put the Public Works Department in a much better position to work and manage its projects.

Mr. Eslava also discussed the need for an additional Building Maintenance Technician. Discussion continued the Building Maintenance Department currently maintains 32 City Owned/Leased Facilities with only four (4) employees. Mr. Eslava noted the requested re-structuring of one street position to Building Maintenance will result in an annual cost reduction of approximately \$2,169.

Motion by Ms. Landry to recommend to Council to approve the Re-Structuring of the Public Works and Building Maintenance Departments. Seconded by Mr. Yelding.

Public Works: Delete 1 Supervisor Position

Public Works: Delete 2 PSW SR Positions

Public Works: Add 2 Crew Leaders Positions

Building Maintenance: Add 1 Building Maintenance Tech Position

F. 1997 Note Payable – Request To Payoff Balance - \$74,484

Ms. Briley discussed the 1997 Note Payable is for the purchase of Bay Front Property and is paid from Lodging Tax proceeds. Discussion continued the year-to-date collections as of April 30, 2005 are greater than total collections for prior fiscal years, therefore, providing enough funds to pay off this note prior to the 2007 maturity date. Ms. Briley noted by paying off this note, the City will realize an interest savings of approximately \$3,325.

Motion by Mr. Yelding to recommend to Council to authorize the Finance Director to pay off the balance of the 1997 Note Payable in the amount of \$74,484, with funds to be paid from available Lodging Tax Proceeds. Seconded by Ms. Landry.

G. Disposal of Surplus Tires

Mr. Eslava discussed ADEM has a law that states the City cannot hold used tires for more than 30 days. Discussion continued the City has an accumulation of approximately 250 tires at the City Barn. Mr. Eslava discussed he received competitive quotes from the only two licensed tire handlers who operate in the area. Discussion continued Southern Tire provided the lowest cost and is licensed and certified by ADEM as a tire transporter and handler. Mr. Eslava noted that after this initial disposal, the cost will be less per month as the Public Works Department will be disposing of the tires on a schedule. Mr. Scott asked what happens with the tires picked up on the side of the road. Mr. Eslava noted if tires are picked up, they go into the group of surplus tires to be disposed of; however the Public Works Department first attempts to force the homeowner to dispose of them properly.

Motion by Mr. Yelding to recommend to Council to adopt a resolution authorizing the Mayor to enter into an agreement to dispose of used tires as required by ADEM. Seconded by Ms. Landry.

H. Authorize Application: SAFER Act Grant – Fire Department

Chief Hanson discussed “The Staffing for Adequate Fire and Emergency Response Firefighters Act of 2003” also known as the “SAFER Act”. Discussion continued this is an opportunity for the City to receive a grant to increase the staff in the Fire Department. Chief Hanson discussed the various levels of starting salary for a Fire Fighter, noting that the maximum federal funding the City could get would be \$100,000/firefighter over a five year period with the City’s match of \$108,602.00. Discussion continued the City’s portion of the funding would increase each year. Chief Hanson discussed in order to bring the City in compliance with fire code standards four Fire Fighters should man each truck. Discussion continued to minimize overtime, four additional positions would be required for each shift for a total of 12 additional positions. Discussion continued the funding would be for five years with the hopes that the City would retain the employees after that. Mr. Scott discussed the need for the Timber Creek Fire Station to be manned. Chief Hanson noted that manning Fire Station #4 has been discussed in the Public Safety meetings and submitted in the 2005 budget but was not approved. Mr. Scott noted the goal of manning the Timber Creek station should be addressed in the upcoming 2006 budget. Chief Hanson discussed the manning of the Timber Creek Fire Station may not be able to be done in conjunction with the SAFER Act grant because the additional 12 Fire Fighters would only be to bring existing personnel/equipment into compliance. Ms. Landry asked if the City approves this, would the Volunteer Fire Fighters still be utilized. Chief Hanson noted the Volunteers are still needed. Mr. Yelding noted this matter is on the upcoming work session agenda and will be open for discussion and questions.

Motion by Ms. Landry to recommend to Council to authorize the Fire Chief to apply for the funding of 12 firefighter positions through the SAFER Act Grant, in order to bring the City of Daphne Fire Department into compliance with the NFPA Standard 1710. Seconded by Mr. Yelding.

I. Agreement with Utility Board – Sewer Projects – Amended

Ms. Briley discussed a previous agreement with the Utility Board named Art Rigas, Director of Utilities, as Administrator of the sewer projects. Discussion continued since Mr. Rigas is no longer serving in that capacity; the resolution should be amended to specify who will be administrating the projects and who will be signing off on sewer project invoices. Ms. Briley noted after discussing the issue with the Mayor it was decided that the Administrator would be the person who serves as the General Manager and/or Manager of Operations. Mayor Small noted a General Manager has been hired for the Utility Board, however he has not began his employment, therefore, the Deputy Director, Stan Clayton would be authorized to sign. Mr. Yelding expressed concerns over having more than one person designated as “Administrator”. Discussion continued on changing the resolution to specify “General Manager or his designee”.

Motion by Mr. Yelding to recommend to Council to adopt a resolution amending the Agreement with the Utility Board for Sewer Projects to specify the General Manager or his Designee as Administrator for the purpose of coordinating sewer projects. Seconded by Ms. Landry.

IV. CURRENT BUSINESS

A. Mobile Bay National Estuary Program (NEP) – Comprehensive Conservation & Management Plan - \$3,000/annually over next three years.

Mr. Scott discussed an appropriation request from the Mobile Bay NEP in the amount of \$3,000 per year for the next three years to help fund the organizations development of a Comprehensive Conservation & Management Plan. Mayor Small asked if the City has paid the NEP before. Ms. Briley stated “yes”. Mr. Scott discussed the City of Daphne is currently engaged in a Tri-City Watershed study project that the City of Foley was taking the lead on and that, according to Cathy Barnette, some problems have developed and that the City of Foley is now backing off because they did not want to take the responsibility. Ms. Briley discussed she spoke with Jay Ross, City Attorney this morning regarding the grant and stated that Foley has already signed the grant agreement with the EPA, therefore it is their responsibility. Discussion continued Jay Ross has also talked with the Attorney for the City of Fairhope and they are prepared to join once everything is in order. Mr. Scott discussed Ms. Barnette feels that because of the issues with the City of Foley EPA grant, the Mobile Bay NEP should be able to perform the water shed study for the Lake Forest/D'Olive Bay project. Discussion continued that while the NEP organization has a very high overhead, the appropriation would be justified. Mr. Yelding asked what service the program would provide. Mr. Eslava noted the City would have to tell them exactly what it wants to get out of the study. Ms. Briley asked Mr. Scott if the City’s goals and expectations have been discussed with the NEP. Mr. Scott noted he did not know. Discussion continued Mayor Small would have Mr. Yeager of the Mobile Bay NEP address the Committee at a future meeting in order that the Committee can ask some specific questions in terms of what the organization is going to do.

B. Architect Agreement – New City Hall Building

Ms. Briley noted this is a standard form from the American Institute of Architects and Mr. Hudson has prepared the agreement and is asking the Mayor to sign it. Discussion continued a resolution would be prepared authorizing the Mayor to enter into an agreement. Ms. Briley noted Jay Ross, City Attorney has not reviewed the agreement yet but she would be giving him a copy. Ms. Landry noted that Daphne Utilities was listed in the agreement. Mayor Small noted that has not been finalized yet, that a rental price per square foot has to be obtained and presented to them to determine if they can afford the space.

C. Discuss Lodging Tax Increase

Mayor Small discussed with the approval of the payoff of the 1997 Note Payable, he is requesting a few more weeks for Ms. Briley to review the numbers. Discussion continued Ms. Briley will prepare a report to show the Committee the debt service that is due and the percentages that could be used out of this fund. Mayor Small discussed once an increase is put in place, consideration should be given to putting at least 50% into a special account for Capital Equipment (vehicles and heavy equipment). Discussion continued on an additional contribution to the Industrial Development Board.

D. Discuss Community Contributions Policy

Ms. Briley discussed she was only able to obtain a copy of a policy on Funding of Outside Agencies from the City of Auburn. Discussion continued both the City of Mobile and City of Opelika do as the City of Daphne does by setting aside funds in each year’s budget that must be approved by contract by the entire Council. Mr. Scott discussed letting all the Council Members read through the City of Auburn’s policy and give feedback on establishing some guidelines for the City.

V. FINANCIAL REPORTS

A. Treasurers Report: May 31, 2005

Ms. Briley discussed cash is up \$1.5 million from last month, with \$1 million being from Cypress Properties (land de-annexed into Spanish Fort) as that was deposited into the Capital Reserve account and the balance being from FEMA reimbursements. Discussion continued this balance will go down by the end of the fiscal year. Mayor Small inquired about the interest being earned on the \$1 million. Ms. Briley noted until Council earmarks the interest for a specific purpose; it will continue to go into the General Capital Reserve Fund.

Mr. Scott commended the Mayor for his work in acquiring \$1 million for the property.

Motion by Chairman Scott to recommend to Council to accept the Treasurer's Report as of May 31, 2005 in the amount of \$11,565,959.39. Seconded by Ms. Landry.

B. Sales Tax Collection Graphs – April 30, 2005

Mr. Scott discussed total collections for April 2005 were \$863,144.81. Discussion continued collections were \$111,105.26 above collections for April 2004; and \$65,982.89 above budget for the month. Mr. Scott discussed the monthly variance for the first five months is zero due to the amendments made to the budget. Ms. Briley noted collections are 14.77% over the same month last year.

C. Monthly Lodging Tax Collections - April 30, 2005

Mr. Scott discussed the City continues to benefit from Hurricane Ivan as well as a new hotel in place. Discussion continued lodging tax collections for April 30, 2005 were \$40,666.33 compared to \$21,626.29 for April 30, 2004, an increase of \$19,040.04.

D. Ad Valorem, May 31, 2005

Mr. Scott discussed the County has been reappraising property on Highway 98 and he believes the City will see a large increase in Ad Valorem Taxes next year. Discussion continued total collections as of May 31, 2005 were \$2,752,473 and are currently \$383,527 under budget.

E. New Business Licenses

Mr. Scott discussed new "Brick & Mortar" businesses in the City were 10 and new "Out of City" businesses were 21. Mr. Yelding asked what the Out of City businesses were. Ms. Briley noted they are primarily deliveries to the City.

F. Review: Line Item Transfers Report, March 31, 2005

The line item transfers report as of March 31, 2005 was contained in Packet #3.

G. Bills Paid – May 31, 2005

The bills paid report as of May 31, 2005 was contained in Packet #2.

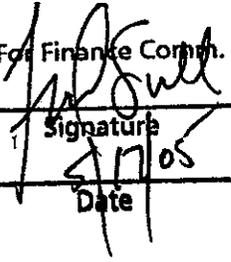
VI. OTHER BUSINESS

A. Zydeco Festival

Mr. Scott asked how the Zydeco Festival did from a financial standpoint. Ms. Briley noted the final numbers are not available yet. Mr. Scott noted it is his understanding the event did not generate enough to repay the City for the \$25,000 advance; therefore the Civic Center had to repay it from other event funds.

VII. ADJOURN

The meeting was adjourned at 6:06 pm.



 Signature
 4/17/05

 Date

May 14, 2005
 To: Daphne City Council
 From: Cindy Teague, PTSO President Daphne High School



For several years the parents and teachers of DHS have been requesting that the Baldwin County School Board put the ACT Review Class in our curriculum. Fairhope High School has offered this course to their students for several years. We were assured that it would be looked into back in 2003, and we were given false hope that it would be in our school the following school year, 2004-2005. It is now the end of that school year, and we have heard nothing.

The PTSO took this on as a project, and with very limited funds and the help of some very caring teachers, we came up with a Review class that is open not only to our students, but to Bayside and McGill students, or anyone else that live in our community. On the recommendation of our counselors, we ask each student to pay \$50.00 for four different section reviews which are on the ACT tests, which does not even begin to cover our costs. We have 4 sessions per year since there are 4 tests administered in our area each year. They are offered on consecutive Saturday mornings, 4 weeks before each test. If a teacher or counselor comes to us and states that a student would like to take the review but is unable to pay, the PTSO absorbs the cost and the student pays nothing.

The teachers who conduct the reviews are all certified teachers at DHS, and they receive \$100.00 for each session they teach. They really are worth quite a lot more for all they do for our students, but we are unable to pay them more. We pay the teacher who heads up the session (scheduling, collecting money) \$200.00 for all the extra work. The software that is installed on the computers, (we also pay a media specialist to install the software), costs us approximately \$1,800.00 per year. The software must be updated annually. There are also books that we purchase for the students at a cost of around \$400.00.

Our students would have to travel across the bay to USA and pay \$250.00 for their review if we did not offer this. The PTSO works very hard to sponsor a lot of other events during the school year that are very costly. We have 9th grade Orientation, maintain a web site, hold two Open Houses a year, give the teachers a luncheon twice a year, organize and pay for the Baccalaureate Service for the seniors, and sponsor Underclassmen Awards. The only funding we receive to do all these things is our membership drive. The \$50.00 that each student pays for the review does not even begin to cover our costs for each session, since sometimes we may have only 4 students in each session. With all the other fund raising that goes on at the high school level, we feel that it is very difficult to ask the parents for "one more" donation.

We would like to ask the council to consider helping us continue to offer our students in our city this ACT Review Class. Following is an approximate list of the costs:

Software	\$1,800.00
Books	\$ 400.00
Teacher's Salaries	\$2,000.00

Thank you.

CITY OF DAPHNE INTEROFFICE MEMORANDUM

TO: MS. SUZANNE HENSON, SR. ACCOUNTANT
FROM: MS. SANDRA MORSE, CIVIC CENTER DIRECTOR
SUBJECT: ALSCO LINEN BID
DATE: 5/27/2005
CC: FILE

I understand that ALSCO Linen Company has submitted a bid for our linen rental for the next year. Overall we have been satisfied with ALSCO and they remain our company of choice because of their excellent service. If you require additional information please feel free to contact me. Thank you for your assistance.

SCM

/db

MEMORANDUM

CITY of DAPHNE...DIVISION of PUBLIC WORKS

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

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

Approved For Agenda
Signature
6/6/05
Date

Date: June 3, 2005

**Re: Recommendation for Bid Award...2005-R-Automated Sideloaded
Garbage Coll. Truck**

The Finance Department and Public Works sent out requests for bids to four(4) vendors for the new Automated Sideloaded Garbage Truck. Accompanying this request was a very stringent set of specifications for the construction of this truck.

All vendors responded with price quotations with two(2) of the four(4) vendors submitting multiple alternate trucks, none of which met our specifications. I have shown below the bid tabulation for comparative purposes...followed by a formal recommendation for bid award.

Company	Comply w/ Specifications	Price
Ingram Equipment		
Heil / Volvo.....	NO.....	\$170,242.00
Heil / Sterling.....	YES.....	\$165,688.00
McNeilus Companies (Incomplete bid document returned)		
Heil / ?????.....	NO.....	\$173,520.00
Gulf Coast Truck		
Heil / Mack.....	NO.....	\$180,866.00
Truck Equipment Sales		
Bridgeport / Sterling.....	NO.....	\$159,666.00
Bridgeport / Sterling.....	NO.....	\$170,108.00
Bridgeport / Peterbilt.....	NO.....	\$171,286.00
Bridgeport / Mack.....	NO.....	\$181,405.00

Based on the above comparison, only one truck proposal has complied with all required specifications. That vendor is Ingram Equipment, who has proposed the Heil CP Python Body w/ a Sterling 2005 Condor Chassis in the amount of \$165,688.00. The least expensive bid of \$159,666.00 by Truck Equipment failed to meet our specifications for majority of the most critical aspects of an automated sideloading garbage truck. Those being the body, chassis, hopper, packing mechanism, lifting mechanism(arm), body hoist and hydraulic systems.

I therefore recommend to this Committee that we award the City of Daphne BID 2005-R-AUTOMATED SIDELOADING GARBAGE COLLECTION TRUCK to Ingram Equipment Company, LLC in the amount of \$165,688.00. It should be noted that we were allotted \$170,000.00 for the capital purchase of this truck, which means we were \$4312.00 under budget.

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

cc: Mayor Fred Small

CITY OF DAPHNE

BID OPENING MINUTES

BID DOC NO: 2005-R-AUTOMATED SIDELOADING GARBAGE COLLECTION TRUCK

JUNE 1, 2005

11:30 A.M.

CITY HALL

Those present were as follows:

Ms. Suzanne Henson	Sr. Accountant
Mr. Melvin McCarley	PW Superintendent
Mr. Buck Conoway	SW Supervisor
Mr. Duke Crutchfield	Mechanical Supervisor

7 bid invitations were mailed/picked up , 4 sealed bids were received.

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

<u>VENDOR</u>		<u>COST</u>	<u>BID BOND/ CERT CK</u>
Ingram Equipment Co., LLC	Heil-Volvo	\$170,242.00	Yes
	Heil-Sterling	\$165,688.00	
McNeilus		\$173,520.00	Yes
Gulf Coast Truck & Equip Co., Inc.	Heil-Mack	\$180,866.00	Yes
Truck Equipment Sales, Inc.	Bridgeport-Sterling	\$159,666.00	Yes
	Bridgeport-'06 Peterbilt	\$171,286.00	
	Bridgeport-Mack	\$181,405.00	
	Bridgeport -'06 Sterling	\$170,108.00	



Suzanne Henson, Sr. Accountant

Approved For Agenda

Signature

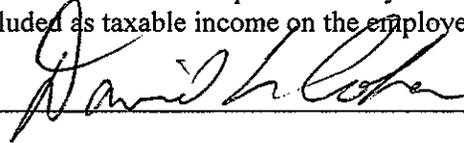
6/8/05
Date

PREPAID TRAVEL REQUEST FORM

EMPLOYEE NAME/TITLE	DAVID L. COHEN
DEPARTMENT	LEGISLATIVE
DATES OF TRAVEL	JUNE 29, 2005 - JULY 1, 2005
SCHOOL/ORGANIZATION	AL CITY/COUNTY MANAGEMENT ASSOCIATION SUMMER CONFERENCE
LOCATION FOR TRAINING: CITY/STATE	ORANGE BEACH, AL
REGISTRATION FEE	150.00
LODGING	
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

8064
Vendor #

120200 / 52211 /
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.**

to advance professional management in Alabama's City and County Governments.

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Alabama City/County Management Association

2005 Summer Conference

The Alabama City/County Management Association's Summer Conference has been scheduled for June 29 - at the Perdido Beach Resort in Orange Beach, Ala.

Perdido Beach Resort is currently sold out of rooms in our group block at the special \$162 rate, however, you continue to check with them before attempting to make reservations at other facilities through May 30, 2005. 459-4278.

Overflow rooms have been secured for Tuesday, Wednesday, and Thursday nights (June 28-30, 2005) at the facilities. Please be sure to state that you are with the Alabama City/County Management Association Conference (ACCMA) when making your reservations.

Island House Hotel

26650 Perdido Beach Blvd., Orange Beach, AL (two buildings east of Perdido Beach Resort)
 1-800-264-2642
 Gulfview rooms - \$139.00 per night
 Deadline is June 7, 2005.

Hilton Garden Inn

23092 Perdido Beach Blvd., Orange Beach, AL (appx. 3 miles east of Perdido Beach Resort)
 1-877-782-9444
 Gulfview rooms - \$169.95 per night
 Beachfront rooms - \$189.95 per night
 Group Code: CCA

For more information please contact [Mignon Bowers](#) or [Marcia Collier](#).



HUTCHINSON, MOORE & RAUCH, LLC

Post Office Box 1127
Daphne, Alabama 36526

Telephone: (251) 626-2626
Fax: (251) 626-6934

May 3, 2005

Honorable Fred Small, Mayor
City of Daphne
Post Office Box 400
Daphne, Alabama 36526

RE: Survey for Existing Condition of City Hall

Dear Mayor Small:

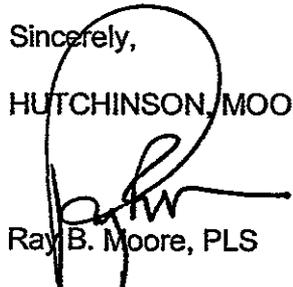
This letter is to pursue a conversation with Mr. Jeff Hudson, the Architect the City is working with on the proposed expansion of City Hall. Mr. Hudson indicated that a survey should be performed to note all existing conditions around the City Hall as it currently stands.

We propose to perform the topographic survey along with locating adjacent property corners and known utilities with descriptions and size. With this information, decisions can be made on grading, drainage, and connecting to existing utilities. Hutchinson, Moore & Rauch is estimating that the cost of said survey will be approximately \$3,800.00. The final product will be given to Mr. Hudson's firm in electronic format. We can move forward with this work item in accordance with our existing contract with the City of Daphne.

If you have questions, please call me at 251-626-2626.

Sincerely,

HUTCHINSON, MOORE & RAUCH, LLC


Ray B. Moore, PLS

RBM/djh

cc: Mr. Jeff Hudson
05.188

*FINANCE MEETING
(NEW CITY HALL)*

L Full

MEMORANDUM

CITY of DAPHNE...DIVISION of PUBLIC WORKS

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

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

Date: June 8, 2005

**Re: Request for Funding...Permitting Expenses related to Yancey
Yancey Branch**

Approved For Agenda

Signature
6/8/05

Date

Residents who live along Yancey Branch (West of Main Street), which include Harbor Place Subdivision & others down on Mobile Bay, are repeatedly suffering private property damage(to include severe flooding) every time a rainfall event occurs. The cause of this flooding is the siltation, or filling in, of the waterway over many years.

Additionally, the siltation has caused a ripple effect, in that the stream now has no defined path so the waters simply meander wherever it chooses during rainfall events. The stream used to be several feet deep, with a clearly defined path to Mobile Bay. It now averages only an inch or two deep with no defined path.

After the rain event in early April, I requested Federal assistance from the Natural Resources Conservation Service(NRCS) for costs associated with remediating Yancey Branch. They agreed that the project would qualify for federal assistance with the understanding that the City of Daphne would bear the costs associated with getting the necessary permits from both the State of Alabama and the Federal Government. Additionally, there are several environmental studies which are required as well, as at least one historic preservation study required because of the significant history of Village Point Park.

Mr. Scott Hutchinson of Hutchinson, Moore & Rauch Engineers estimates the cost of permitting(which includes the expense of the required studies) to be approximately \$10,000.00. It is with a unanimous

recommendation by the Public Works Committee that we request the Finance Committee to support the appropriation of a “not to exceed” amount of \$10,000.00 & authorize HMR to complete the permitting process for Yancey Branch remediation. Furthermore, we request that this request be forwarded to full Council for its support and approval.

I will be at the Finance Committee meeting Monday to elaborate further on this matter as required.

cc: Mayor Fred Small

DRAFT

City of Daphne
Public Works Committee
May 27, 2005

DRAFT

Alabama. Mr Eslava stated that he would obtain a legal opinion from Jay Ross. Cathy Barnette suggested that David Cohen call the league of municipalities, for an opinion, as opposed to Mr. Ross. The committee discussed the financial aspects of a legal opinion compared to Mr. Cohen researching the issue with the league of municipalities. Cathy Barnette made a motion that David Cohen perform a study on the legalities of forming a storm water authority on behalf of the City of Daphne, and for him to report back his findings to the public works committee; Mr. Yelding seconded the motion.

B. County Road 13

Ken Eslava informed the committee that Jay Ross, the County Attorney and the Attorney for the Board of Education are working together to finalize the contract, so the city can receive \$273,000 for the project.

 C. Yancey Branch

Ken Eslava stated that there has been a lot of subjugation that has caused private property damage down stream. After the last event Larry Morris from NRCS, reviewed the situation and agreed to move forward with NRCS funding. Mr. Hutchinson informed the committee that \$10,000 was needed for permitting cost associated with the project. Mr. Eslava advised that the work will start at Main Street and go all the way up to the Bay, reestablishing the old creek bed. Cathy Barnette asked if everything had been eliminated upstream to eliminate future problems. Mr. Eslava advised he is working on the situations that he is aware of. The Committee discussed the past history of what had been done in this area. Mr Eslava stated that if the city does not move forward with something, and this looks like the proper process, the city is liable to face someone in federal court for not doing anything. The committee discussed the problems and the corrective process in detail. Cathy Barnette made a motion to move forward with the NRCS project for Yancey Branch, not to exceed \$10,000 for permitting and research; John Lake second the motion.

D. Recycling Program Update

Ken Eslava informed the committee the ADECA Grant, for apartment complexes with trailers, are now in place, and each door step has a recycle bin. Three of the 6 complexes have been covered. Mr. Eslava discussed with the committee the third cycle of grant. ADECA will come and visit in a week or two to review what we have in place. Mrs. Barnette discussed the cost of the project and asked if the project could be performed at a

Mayer

MEMORANDUM

CITY OF DAPHNE...DIVISION OF PUBLIC WORKS

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

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



Date: June 2, 2005

Re: Road Work...Buena Vista Drive (Lake Forest)

Due to a combination of continuous water line breakage & poor road construction years ago, Buena Vista Drive in Lake Forest has become an outright embarrassment for a road in this City. The real problem with this road is that there were no subsurface "sock" drains placed in the road base which would evacuate the continuous flow of spring water underneath the asphalt.

The spring water flows all year long under the asphalt road surface, keeping the base material soft...allowing settlement of the road and subsequently promoting the breaking of water supply lines due to non-support. Once the water lines break, they blow enormous holes in the paving. When their lines break, Daphne Utilities digs out the asphalt & base material in order to make the repair. They simply cannot make a good repair due to poor road design conditions.

In discussing the long term fix with Daphne Utilities, myself and the Deputy Director of Utilities requested a price for professional engineering to cure the inherent design problem...which also would include the resurfacing of the street. The lowest quote received was \$40,000.00. Stan Clayton and I agreed that a fair split of this overall cost would be Daphne Utilities pays \$24,000.00(60%) and the City pays \$16,000.00(40%) of the project expense.

I therefore request of this Committee that we appropriate \$16,000.00 of City funds as our portion of the total project cost. It would be clearly understood that this is a not to exceed figure, and 40% of any remaining funds after project completion would be returned to the City of Daphne.

I further propose that this amount be appropriated from our 4 & 7 cent gas tax funds.

Please call me should you have any questions regarding this project proposal.

cc: Mayor Fred Small

COMMUNITY ACTION AGENCY
Baldwin, Escambia, Clarke, Monroe & Conecuh Counties

P.O. Box 250 / 26440 North Pollard Road, Daphne, AL 36526
Phone: (251) 626-2646 / Fax: (251) 626-2613



Cassandra Boykin - Executive Director
Rhondell Rhone - Board Chairman

Approved For Finance Comm. Agenda

F. Small
Signature

5-11-05
Date

May 4, 2005

Fred Small, Mayor
P. O. Drawer 400
Daphne, AL 36526

Dear Mayor Smalls:

We've got an excellent opportunity to receive a grant from the Corporation for National Service to receive 3 AmeriCorps, VISTA Volunteers for one year of service. In order to take advantage of this opportunity, we will have to share the living cost of one volunteer, which totals, \$9,500. As a nonprofit Executive Director, I am well aware of the budget cuts that affect us all. Therefore, we are only asking for a portion of this total, (\$1,000) from the City of Daphne to assist us in procuring these volunteers.

This is an excellent advantage for our agency, as well as the City of Daphne and Baldwin County, at large.

Your assistance in this matter is greatly appreciated, and we look to hearing from you soon.

Sincerely,

Cassandra Boykin
Executive Director



OUTREACH OFFICES IN: BREWTON, ATMORE, GROVE HILL, MONROEVILLE, & EVERGREEN, ALABAMA
HEAD START CENTERS IN: BREWTON, ATMORE, STOCKTON, LOXLEY, MAGNOLIA SPRINGS, JACKSON, COFFEEVILLE & FULTON, ALABAMA



"AN EQUAL OPPORTUNITY EMPLOYER"

MEMORANDUM

CITY of DAPHNE....DIVISION of PUBLIC WORKS

**To: Kim Briley, Finance Director
Finance Committee Members
Daphne City Council Members**

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

Approved For Agenda

Signature

Date

Date: June 8, 2005

Re: Departmental Re-Structuring...Request for new positions

I have recently re-structured our Streets Department with the target goal being to put more "hands on" personnel onto project work. To accomplish this mission, I propose deleting a Public Works Supervisor position and creating two Crew Leader positions to replace that one spot. In essence, I am requesting one new employee position....The deleted existing Supervisor position will be replaced with one of the new Crew Leader positions. The Crew Leader positions will be "in the trenches" type working positions, while at the same time being responsible for project efficiency & completing work on schedule.

My plan is to promote from within our existing ranks for these two Crew Leader positions. Assuming this occurs, the two current employees would receive a ten(10) percent increase in salary. I have selected two existing employee salaries in order to estimate the dollar value of this re-structuring.

	Existing Salary	New Salary	\$ Value of Change
Employee A	\$27,380.00	\$30,643.00	\$3263.00
Employee B	\$28,072.00	\$31,418.00	\$3346.00
Salary total	\$55452.00	\$62,061.00	\$6609.00

The deleted Supervisor position salary value was \$32,465.00, minus the net salary adjustment for the two new positions of \$6609.00, leaves the City with a net savings of \$25,856.00.

Therefore, I formally request of this Committee to create two(2) new Crew Leader positions in our Streets Department and delete one(1) existing Supervisory position in this Department.

An important footnote: Although my intent is to hire from within during this restructuring...because it sends a message to existing employees that there is room for advancement, thus improving employee morale. However, if this does not pan out for one reason or another, hiring from the outside would lessen the amount of money required to meet my restructuring needs.

Thank you for your serious consideration of this matter.

**cc: Mayor Fred Small
Sherree Hilburn, Human Resource Coordinator**

DRAFT

City of Daphne
Public Works Committee
May 27, 2005

I. **Call to Order**

The May meeting of the Public Works Committee was called to order at 8:08 a.m.

Present: Mayor Fred Small, Councilman Bailey Yelding, Councilwoman Cathy Barnette, Councilman John Lake, Ken Eslava, Stephnie Merchant, Scott Hutchinson

II. **Public Correspondence and Participation**

The committee reviewed and discussed the correspondence and the work request report for April 2005. Cathy Barnette inquired about trimming/maintenance of the crepe myrtles on Highway 98. Bailey Yelding reported a dangerous situation created by an overgrown oak tree causing a view obstruction at Dale Road and Highway 98. Ken Eslava informed the committee of plans to implement a "growth stunting" program for the oak trees located under power lines.

III. **Old Business**

The committee reviewed the minutes from the Public Works Committee meeting held April 29, 2005. Cathy Barnette motioned to approve the minutes; Bailey Yelding seconded the motion. The committee discussed the success of the equipment show and tell event and the employee appreciation luncheon.

IV. **New Business**

A. **Street Request**

Ken Eslava discussed with the committee the need to do away with one supervisor position and make two crew leader positions. Mr. Eslava informed the committee there will be \$22,000 difference, because two crew leaders can not be covered under the one supervisor position pay. The committee discussed the difference between supervisor and crew leader pay and duties.

Personnel

V. **Director's Report**

A. **Storm Water Authority**

Ken Eslava informed the committee that the previous Council and Public Works Committee, had authorized him to research establishing a storm water authority. He asked the committee to authorize him to resume researching the development of the storm water authority. Mr. Eslava discussed the legalities of a storm water authority for a class eight city in

MEMORANDUM

CITY of DAPHNE....DIVISION of PUBLIC WORKS

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

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

Date: June 8, 2005

Re: Request for new position...Building Maintenance

Approved For Agenda

Signature
6/8/05

Date

In my FY 2005 Budget, I have requested a new Building Maintenance Tech for our Building Maintenance Department. We currently maintain 32 City owned / leased facilities with only four(4) employees. This team is in dire need of an additional employee!

I propose that we create a new position for this Department, and re-invest the \$25,856.00 saved in my re-structuring of the Streets Department to completely cover the salary requirements of this new position. My intent is to transfer an existing employee from another Department into this position....this employees' salary is \$23,950.00. Once all Public Works employee re-structuring and transfers are complete, the City will still recognize a savings of \$1906.00!

Thanks for your assistance in this effort!

**cc: Mayor Fred Small
Sherree Hilburn, Human Resource Coordinator**

Public Works Dept. 6-13-2005

I. Departmental Restructuring

(Results in deduction of One Authorized & Funded Position)

Current: (3 positions)

	Supervisor (Grade 20)*	(2) PSW SR (Grade 11)	Total
Minimum	32,465	55,452	87,917
FICA	2,484	4,242	6,726
Retirement	2,003	3,421	5,424
Medical/Dental	6,347	-	6,347
Disability	300	-	300
Life	95	-	95
SUI	90	-	90
Wkr Comp	1,250	-	1,250
	<u>45,034</u>	<u>63,115</u>	<u>108,149</u>

Proposed: (2 Positions)

	Crew Leader (Grade 14)	Crew Leader (Grade 14)	Total
Minimum	30,643	31,418	62,061
FICA	2,344	2,403	4,748
Retirement	1,891	1,938	3,829
	<u>34,878</u>	<u>35,760</u>	<u>70,638</u>

* Benefits already budgeted in 2 PSW Sr positions.

Decreased Cost	37,511
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II. Building Maintenance Technician

Minimum	23,950
FICA	1,832
Retirement	1,478
Medical/Dental	6,347
Disability	300
Life	95
SUI	90
Wkr Comp	1,250
	<u>35,342</u>

Restructuring: Decreased Cost	37,511
New Bldg Mnt Position	<u>(35,342)</u>

Decreased Cost	2,169
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Approved For Agenda

Signature

Date

[Handwritten signature]

6/8/05

TO: Mayor Small
Finance Committee

FROM: Kim Briley, Finance Director

[Handwritten initials]

DATE: June 6, 2005

RE: Note Payable: Lodging Tax Fund

This is to request authorization to "pay-off" a 1997 Note Payable in the amount of \$ 74,484. The monthly payments for this note (for the purchase of Bay Front property) are made from Lodging Tax proceeds. As you are aware, year-to-date collections as of April 30, 2005, are greater than total collections for prior fiscal years. Thus, funds are available to "pay-off" the 1997 Note prior to the 2007 maturity date. By paying the note early, an interest savings of approximately \$ 3,325 will be realized.

MEMORANDUM

CITY of DAPHNE...DIVISION of PUBLIC WORKS

To: Mayor Fred Small

Approved For Finance Comm. Agenda

From: Ken Eslava, Director

Signature

Date: May 24, 2005

Date

Re: Scrap Tire Disposal / Mechanical Maintenance Facility

I have nearly 250 used tires(75 of which are heavy truck tires) at the Mechanical Maintenance Facility which I need to dispose of. I have acquired competitive quotes from the only two licensed tire handlers who operate in our area. The Alabama Department of Environmental Management(ADEM) requires us to dispose of used tires by using only transporters/handlers who are licensed by their organization to do so.

The price comparison, which is reflected on a per tire basis, is as follows:

	Southern Tires, Inc. (Whistler, AL)	Integrated Waste (Mobile, AL)
Light Truck & Car Tires.....	\$1.25	\$2.00
Heavy Truck Tires.....	\$5.00	\$5.00
Light Truck & Car Tires (still on rim).....	\$2.50	\$4.00
Heavy Truck Tires (still on rim).....	\$10.00	\$10.00

I hereby formally recommend that we dispose of our used tires by using Southern Tires, Inc., 2908 West Main Street, Whistler, Alabama, 36612(452-8715) due to the fact that their charge for disposal is least expensive for the type of tires (light truck & car) we dispose the most of. Additionally, their fee for disposing of heavy truck tires is the same as their competitor.

There is no contract required by Southern Tires, Inc. so all that is required is your authorizing me to make the call and arrange for pickup of the scrap tires. I have their Federal Transporters I.D.# already on file as assurance of having proper credentials. I will receive an itemized transporters receipt for all surplus scrap tires picked up by Southern Tires at the time of pickup, for purposes of inventory control and accountability of surplus items. We will retain a copy of this receipt, and deliver the original to our Finance Department. This receipt will allow Finance to verify the quantity shown on the transporters receipt ticket with the quantity reflected on the invoice for payment from Southern Tires.

Please give me a call should you have any questions regarding this matter.

**cc: Ms. Kim Briley, Finance Director
Ms. Suzanne Henson, Sr. Accountant
Billy Crutchfield, Mech. Maintenance Supervisor**

FOR THE CITY OF DAPHNE

CITY OF DAPHNE
PRICE QUOTATION

Item	Quantity	Quote #1	Quote #2	Comment
1.				
2. LIGHT TRUCK + CAR TIRES	ea	\$ 1.25	\$ 2.00	heavy inventory
3.				
4. HEAVY TRUCK TIRES	ea	\$ 5.00	\$ 5.00	balance of inventory
5.				
6. LIGHT TRUCK + CAR TIRES (ON RIMS)	ea	\$ 2.50	\$ 4.00	RARELY ACQUIRED!
7.				
8.				
9. HEAVY TRUCK TIRES (ON RIMS)	ea	\$ 10.00	\$ 10.00	RARELY ACQUIRED!
10.				
11.				
12.				
Totals		\$	\$	
Totals		\$	\$	

Reason For Selection if lowest quote not selected

Recommend Southern Tires, Inc. ... see Memorandum attached!

Vendor Contact Phone
 Southern Tires, Inc.
 Wendy or Brenda
 452-8715
 INTEGRATED WASTE
 CINDY
 452-3690

All Price Quote forms should be attached to Purchase Request for processing.

M E M O R A N D U M

TO: Finance Committee
FROM: Chief Mund Hanson 
DATE: June 7, 2005
RE: SAFER Act

I have attached information regarding the SAFER Act for your review. This will be discussed at the Council work session on June 16th. If you should have any questions, please feel free to give me a call.

Memo

To: Mayor Small
From: Chief Hanson
Date: June 6, 2005
Re: SAFER Act Grant



Approved For Agenda
 Signature
 Date 6/8/05

I have attached for your review the funding calculations based on the SAFER ACT. Please remember that this grant requires a five year commitment to maintain the approved positions. I will be sending this to the Public Safety Committee for their review.

This calculation represents a firefighter starting at Grade 13 Step 1 and only receiving an annual step increase. This does not reflect that the firefighter could receive a merit step increase annually. The total dollars in bold represents the maximum Federal funding and the City of Daphne funding requirements.

Year	Grade 13 Step	Annual Salary	Federal Funding Percentage	Maximum	
				Federal Funding	City Funding
1 st	1	\$37,469 X	90% = \$33,722.10	\$36,000	\$ 3,746.90
2 nd	2	\$38,319 X	80% = \$30,655.20	\$32,000	\$ 7,663.80
3 rd	3	\$39,170 X	50% = \$19,585.00	\$20,000	\$ 19,585.00
4 th	4	\$40,020 X	30% = \$12,006.00	\$12,000	\$ 28,020.00
5 th	5	\$40,870 X	0% = \$ 0	\$ 0	\$ 40,870.00
Totals		\$195,848	\$95,968.30	\$100,000	\$ 99,885.70

This calculation represents a firefighter starting at Grade 13 Step 4 which is the maximum we could start a firefighter and only receiving an annual step increase. This does not reflect that the firefighter could receive a merit step increase annually. The total dollars in bold represents the maximum Federal funding and the City of Daphne funding requirements.

Year	Grade 13 Step	Annual Salary	Federal Funding Percentage	Maximum	
				Federal Funding	City Funding
1 st	4	\$40,020	X 90% = \$36,018.00	\$36,000	\$ 4,020.00
2 nd	5	\$40,870	X 80% = \$32,696.00	\$32,000	\$ 8,870.00
3 rd	6	\$41,720	X 50% = \$20,860.00	\$20,000	\$ 21,720.00
4 th	7	\$42,571	X 30% = \$12,771.30	\$12,000	\$ 30,571.00
5 th	8	\$43,421	X 0% = \$ 0	\$ 0	\$ 43,421.00
Totals		\$208,602	\$102,345.30	\$100,000	\$108,602.00



International Association of Fire Chiefs

4025 Fair Ridge Drive • Fairfax, VA 22033-2868

Telephone: 703-273-0911

Fax: 703-273-9363

Internet: www.iafc.org

THE SAFER ACT

What It Does: Fire departments are dangerously understaffed. NFPA Standard 1710 says that for safe operations, at least four firefighters must respond to an incident. When fewer than four firefighters are on scene, first responders must choose between placing themselves in danger or putting the community at continued risk until backup arrives.

Congress has authorized a bill to grant federal funds to local communities to hire more firefighters. The Staffing for Adequate Fire and Emergency Response Firefighters Act of 2003 (called the "SAFER Act") authorizes the USFA to award \$7.6 billion in grants over seven years to career, volunteer and combination departments. Grants will be awarded on the basis of need through a competitive, peer-reviewed process modeled after the highly successful FIRE Act grant program. The grants are for a four-year period. The grants must not exceed a total of \$100,000 per firefighter (though that amount will be adjusted for inflation). They require communities to match the grant (10, 20, 50 and 70 percent in years one through four of the grant, respectively, to phase down local government dependence on the federal government). Recipients are required to retain new hires for at least one year following the conclusion of federal funding.

SAFER contains a specific provision to make sure that 10 percent of the appropriated funds are used for departments with majority volunteer or all volunteer personnel. In addition, at least 10 percent of the total appropriated funds must be used to recruit and retain volunteer firefighters. If less than 10 percent of the appropriated funds are used for departments with majority volunteer or all volunteer personnel, the remainder of that 10 percent will roll into the amount used to recruit and retain volunteers.

Where It Stands: Due in great part to the work of the IAFC and other major fire service organizations, President Bush signed the SAFER Act into law on November 24, 2003 as part of the funding bill for the Department of Defense. Note that the bill authorized the program but did not provide any money for it. Congress first authorized funding for SAFER in the Fiscal Year 2005 appropriations bill for the Department of Homeland Security, funding the program at \$65 million.

The SAFER Act says that the U.S. Fire Administration shall administer the program. However, Congress appropriated funds for this program to the DHS Office of State and Local Government Coordination and Preparedness (SLGCP), which oversees all of the through-the-states homeland security grant funding for first responders.

The SLGCP is currently creating the rules by which it will grant SAFER funds.

Updated on 11/4/04

SEC. 1056. SENSE OF CONGRESS ON DEPLOYMENT OF AIRBORNE CHEMICAL AGENT MONITORING SYSTEMS AT CHEMICAL STOCKPILE DISPOSAL SITES IN THE UNITED STATES.

(a) **FINDINGS.**—The Congress makes the following findings:

(1) Over 23,700 tons of lethal chemical agents in assembled chemical weapons and bulk storage containers are stored and awaiting destruction at eight chemical agent disposal facilities and stockpile storage sites in the United States. Some of these weapons and storage containers contain GB or VX nerve agents, while others contain blister agents such as HD (mustard agent).

(2) Approximately 960,000 persons live in the vicinity of the eight chemical weapons disposal facilities and stockpile storage sites.

(3) Airborne-agent chemical monitoring systems are currently deployed at each of the chemical demilitarization facilities and stockpile storage sites to provide continuous and near-real-time monitoring of the presence of chemical agents.

(4) The National Research Council has determined that monitoring levels used at the demilitarization facilities are very conservative and highly protective of workers and public health and safety and that the conservative monitoring levels are a contributing factor in false positive alarms.

(5) The National Research Council has expressed repeated concern about relatively frequent false positive alarms and the lack of real-time monitoring for airborne agents and has noted the poor state of agent monitoring technology for liquid waste streams and solid materials suspected of possible agent contamination.

(6) The National Research Council has concluded that, although the Program Manager for Chemical Demilitarization has made some efforts to develop better agent-monitoring technology, results to date have been disappointing.

(7) The National Research Council has concluded that development and deployment of airborne-agent monitors with shorter response time and lower false alarm rates would enhance safety and reduce the tendency to discount agent alarms, and has recommended that the Program Manager for Chemical Demilitarization and the relevant Department of Defense research and development agencies should invigorate and coordinate efforts to develop chemical agent monitors with improved sensitivity, specificity, and response time.

(b) **SENSE OF CONGRESS.**—It is the sense of Congress that the Secretary of the Army—

(1) should, in coordination with relevant Department of Defense research and development agencies, invigorate and coordinate efforts to develop chemical agent monitors with improved sensitivity, specificity, and response time; and

(2) should deploy improved chemical agent monitors in order to ensure the maximum protection of the general public, personnel involved in the chemical demilitarization program, and the environment.

SEC. 1057. EXPANSION OF PRE-SEPTEMBER 11, 2001, FIRE GRANT PROGRAM OF UNITED STATES FIRE ADMINISTRATION.

The Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2201 et seq.) is amended by redesignating the second section 33

and section 34 as sections 35 and 36, respectively, and by inserting after the first section 33 the following new section: 15 USC 2230, 2231.

“SEC. 34. EXPANSION OF PRE-SEPTEMBER 11, 2001, FIRE GRANT PROGRAM. 15 USC 2229a.

“(a) EXPANDED AUTHORITY TO MAKE GRANTS.—

“(1) HIRING GRANTS.—(A) The Administrator shall make grants directly to career, volunteer, and combination fire departments, in consultation with the chief executive of the State in which the applicant is located, for the purpose of increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments that antedate the creation of the Department of Homeland Security.

“(B)(i) Grants made under this paragraph shall be for 4 years and be used for programs to hire new, additional firefighters.

“(ii) Grantees are required to commit to retaining for at least 1 year beyond the termination of their grants those firefighters hired under this paragraph.

“(C) In awarding grants under this subsection, the Administrator may give preferential consideration to applications that involve a non-Federal contribution exceeding the minimums under subparagraph (E).

“(D) The Administrator may provide technical assistance to States, units of local government, Indian tribal governments, and to other public entities, in furtherance of the purposes of this section.

“(E) The portion of the costs of hiring firefighters provided by a grant under this paragraph may not exceed—

“(i) 90 percent in the first year of the grant;

“(ii) 80 percent in the second year of the grant;

“(iii) 50 percent in the third year of the grant; and

“(iv) 30 percent in the fourth year of the grant.

“(F) Notwithstanding any other provision of law, any firefighter hired with funds provided under this subsection shall not be discriminated against for, or be prohibited from, engaging in volunteer activities in another jurisdiction during off-duty hours.

“(G) All grants made pursuant to this subsection shall be awarded on a competitive basis through a neutral peer review process.

“(H) At the beginning of the fiscal year, the Administrator shall set aside 10 percent of the funds appropriated for carrying out this paragraph for departments with majority volunteer or all volunteer personnel. After awards have been made, if less than 10 percent of the funds appropriated for carrying out this paragraph are not awarded to departments with majority volunteer or all volunteer personnel, the Administrator shall transfer from funds appropriated for carrying out this paragraph to funds available for carrying out paragraph (2) an amount equal to the difference between the amount that is provided to such fire departments and 10 percent.

“(2) RECRUITMENT AND RETENTION GRANTS.—In addition to any amounts transferred under paragraph (1)(H), the Administrator shall direct at least 10 percent of the total

amount of funds appropriated pursuant to this section annually to a competitive grant program for the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Eligible entities shall include volunteer or combination fire departments, and organizations on a local or statewide basis that represent the interests of volunteer firefighters.

“(b) APPLICATIONS.—(1) No grant may be made under this section unless an application has been submitted to, and approved by, the Administrator.

“(2) An application for a grant under this section shall be submitted in such form, and contain such information, as the Administrator may prescribe.

“(3) At a minimum, each application for a grant under this section shall—

“(A) explain the applicant’s inability to address the need without Federal assistance;

“(B) in the case of a grant under subsection (a)(1), explain how the applicant plans to meet the requirements of subsection (a)(1)(B)(ii) and (F);

“(C) specify long-term plans for retaining firefighters following the conclusion of Federal support provided under this section; and

“(D) provide assurances that the applicant will, to the extent practicable, seek, recruit, and hire members of racial and ethnic minority groups and women in order to increase their ranks within firefighting.

“(c) LIMITATION ON USE OF FUNDS.—(1) Funds made available under this section to fire departments for salaries and benefits to hire new, additional firefighters shall not be used to supplant State or local funds, or, in the case of Indian tribal governments, funds supplied by the Bureau of Indian Affairs, but shall be used to increase the amount of funds that would, in the absence of Federal funds received under this section, be made available from State or local sources, or in the case of Indian tribal governments, from funds supplied by the Bureau of Indian Affairs.

“(2) No grant shall be awarded pursuant to this section to a municipality or other recipient whose annual budget at the time of the application for fire-related programs and emergency response has been reduced below 80 percent of the average funding level in the 3 years prior to the date of enactment of this section.

“(3) Funds appropriated by the Congress for the activities of any agency of an Indian tribal government or the Bureau of Indian Affairs performing firefighting functions on any Indian lands may be used to provide the non-Federal share of the cost of programs or projects funded under this section.

“(4)(A) Total funding provided under this section over 4 years for hiring a firefighter may not exceed \$100,000.

“(B) The \$100,000 cap shall be adjusted annually for inflation beginning in fiscal year 2005.

“(d) PERFORMANCE EVALUATION.—The Administrator may require a grant recipient to submit any information the Administrator considers reasonably necessary to evaluate the program.

“(e) SUNSET AND REPORTS.—The authority under this section to make grants shall lapse at the conclusion of 10 years from the date of enactment of this section. Not later than 6 years after the date of the enactment of this section, the Administrator shall

Deadline.

submit a report to Congress concerning the experience with, and effectiveness of, such grants in meeting the objectives of this section. The report may include any recommendations the Administrator may have for amendments to this section and related provisions of law.

“(f) REVOCATION OR SUSPENSION OF FUNDING.—If the Administrator determines that a grant recipient under this section is not in substantial compliance with the terms and requirements of an approved grant application submitted under this section, the Administrator may revoke or suspend funding of that grant, in whole or in part.

“(g) ACCESS TO DOCUMENTS.—(1) The Administrator shall have access for the purpose of audit and examination to any pertinent books, documents, papers, or records of a grant recipient under this section and to the pertinent books, documents, papers, or records of State and local governments, persons, businesses, and other entities that are involved in programs, projects, or activities for which assistance is provided under this section.

“(2) Paragraph (1) shall apply with respect to audits and examinations conducted by the Comptroller General of the United States or by an authorized representative of the Comptroller General.

Applicability.

“(h) DEFINITIONS.—In this section, the term—

“(1) ‘firefighter’ has the meaning given the term ‘employee in fire protection activities’ under section 3(y) of the Fair Labor Standards Act (29 U.S.C. 203(y)); and

“(2) ‘Indian tribe’ means a tribe, band, pueblo, nation, or other organized group or community of Indians, including an Alaska Native village (as defined in or established under the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.)), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

“(i) AUTHORIZATION OF APPROPRIATIONS.—There are authorized to be appropriated for the purposes of carrying out this section—

- “(1) \$1,000,000,000 for fiscal year 2004;
- “(2) \$1,030,000,000 for fiscal year 2005;
- “(3) \$1,061,000,000 for fiscal year 2006;
- “(4) \$1,093,000,000 for fiscal year 2007;
- “(5) \$1,126,000,000 for fiscal year 2008;
- “(6) \$1,159,000,000 for fiscal year 2009; and
- “(7) \$1,194,000,000 for fiscal year 2010.”.

SEC. 1058. REVIEW AND ENHANCEMENT OF EXISTING AUTHORITIES FOR USING AIR FORCE AND AIR NATIONAL GUARD MODULAR AIRBORNE FIRE-FIGHTING SYSTEMS AND OTHER DEPARTMENT OF DEFENSE ASSETS TO FIGHT WILDFIRES.

31 USC 1535
note.

(a) REVIEW REQUIRED.—The Director of the Office of Management and Budget shall conduct a review of existing authorities regarding the use of Air Force and Air National Guard Modular Airborne Fire-Fighting Systems units and other Department of Defense assets to fight wildfires to ensure that, in accordance with applicable legal requirements, such assets are available in the most expeditious manner to fight wildfires on Federal lands or non-Federal lands at the request of a Federal agency or State

**AGREEMENT BETWEEN THE CITY OF DAPHNE AND
UTILITIES BOARD OF THE CITY OF DAPHNE**

THIS AGREEMENT made and entered into on this the 25 day of April, 2002 by and between the **CITY OF DAPHNE** (hereinafter referred to as "**CITY**") and the **UTILITIES BOARD OF THE CITY OF DAPHNE** (hereinafter referred to as "**UTILITIES BOARD**").

WHEREAS, the **CITY** and **UTILITIES BOARD** have heretofore determined it to be in the best interest of the citizens of Daphne to work jointly to provide sewer service to the non-sewered areas of Daphne and;

WHEREAS, the **CITY** has heretofore appointed Mr. Rigas in his capacity as Director of the Utilities Board, hereinafter referred to as "**Administrator**" of various sewer projects as approved and as may be approved by the City and funded by the City's 1999 Warrant issue and;

WHEREAS, it is in the best interest of the **CITY** and the **UTILITIES BOARD** to set forth the responsibilities of the **CITY** and the **UTILITIES BOARD** regarding these sewer projects in a written agreement.

NOW THEREFORE the agreement between the **CITY** and the **UTILITIES BOARD** is as follows:

1. The Administrator shall act on the City's behalf to coordinate all phases of sewer projects as approved by the **CITY**. This shall include:
 - a) Engineering, bidding, construction, testing, inspection, and any other duties related to sewer construction and;
 - b) Supervising assessment programs and;
 - c) Apprising the City Council of program status and progress.

2. The Administrator shall follow the policies and procedures originally adopted by the **CITY** in Ordinance 1999-19 which was expressly repealed by Ordinance 2001-12 with the exception of the following which shall be administered by the **CITY**.
 - a) Establishment of a special fund for the collection of assessment fees and;
 - b) Appropriation of the 3% PILOT/franchise fee.

3. Procurement of engineering services shall be on a project by project basis based upon the written recommendation of the Administrator and shall require approval by the **CITY**. Upon City Council approval, the Mayor shall execute the contract. A fully executed contract shall be on file in the office of the Administrator and the City Finance Director.

**EMENT BETWEEN THE CITY OF DAPHNE
AND UTILITIES BOARD OF THE CITY OF DAPHNE
PAGE 2**

4. The policies and procedures for the bid process and payment of invoices are as follows:

A) Bid Process and Bid Documents:

1. The Administrator shall publicly advertise and bid the sewer projects on behalf of the **CITY** according to the requirements of the State of Alabama bid law. This shall include all bonding and insurance requirements.
2. The Administrator shall review bids and make a written recommendation to the **CITY** regarding the award of the bid.
3. The documents related to the bid shall be maintained by the Administrator according to the provisions of the Code of Alabama.

B) Award of Bid/execution of Contract:

1. The **CITY** shall award the bid in the form of a Resolution based on the recommendation of the Administrator.
2. The Mayor shall execute the contract on behalf of the **CITY**.
3. A copy of the fully executed contract shall be maintained in the office of the Administrator and City Finance Director.

C) Payment of Invoices:

1. Requests for payment shall be approved by the Administrator and forwarded to the City Finance Director for payment.
5. The completed sewer lines shall be the property of the **UTILITIES BOARD** and the **UTILITIES BOARD** shall be responsible for the maintenance and upkeep of the sewer lines upon project completion.
6. That the Administrator shall provide such services without any further compensation either from the **CITY** or the Utilities Board.
7. That should this Agreement become unworkable or unsatisfactory to either party, either party may terminate this Agreement by giving written notice to the other and provide same thirty (30) days written notice.

AGREEMENT BETWEEN THE CITY OF DAPHNE
AND UTILITIES BOARD OF THE CITY OF DAPHNE
PAGE 3

UTILITIES BOARD OF THE
CITY OF DAPHNE

BY: Arthur Coats

ATTEST: [Signature]

CITY OF DAPHNE

[Signature]
E. HARRY BROWN, MAYOR

ATTEST: [Signature]
DAVID L. COHEN, CITY CLERK

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, DAVID L. COHEN, City Clerk of the City of Daphne, Alabama, do hereby certify the foregoing to be a true and exact copy of Resolution 2000-71, approved and adopted by the City Council of the City of Daphne, Alabama at its regular meeting held on the 20th day of November, 2000.

Res. 2000-71

[Signature]
DAVID L. COHEN



AIA[®]

Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the second day of June in the year two thousand and five
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Daphne
P. O. Drawer 400
Daphne, Alabama 36526

and the Architect:
(Name, address and other information)

Gatlin Hudson Architects, Inc.
P.O. Box 1185
Daphne, Alabama 36526

For the following Project:
(Include detailed description of Project)

A new office building for the City of Daphne and the Daphne Utilities Board; including a lobby, council meeting chambers, offices, restrooms, support areas, storage and on-site parking.

Gatlin Hudson Architects Project No 0506

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

As offices and meeting space for the City of Daphne and the Daphne Utilities Board.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

§ 1.1.2.2.1 Located on an existing site owned by the City of Daphne at 1705 Main Street in downtown Daphne, Alabama.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

§ 1.1.2.3.1 The program will be developed from the Needs Assessment Survey of all applicable departments and the Owners' representative.

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

§ 1.1.2.4.1 The Owner shall provide the Architect with a land and topographic survey with all existing utilities.

§ 1.1.2.5 The financial parameters are as follows.

- 1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: to be determined later.
- 2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: to be determined later.

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

§ 1.1.2.6.1 Time is of the essence. Upon completion of the schematic design phase a timeline schedule will be developed.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

§ 1.1.2.7.1 Public bid to pre-qualified general contractors.

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.2.8.1 Unknown at time of execution of this Agreement.

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Mayor Fred Small
P. O. Drawer 400
Daphne, Alabama 36526

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

§ 1.1.3.2.1 Unknown at time of execution of this Agreement.

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

Civil Engineers:
Hutchinson, Moore & Rauch, LLC Engineers – Surveyors
1290 Main Street, Suite D
P. O. Box 2067
Daphne, Alabama 36526

Geotechnical Engineers:
To be determined later

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Jeff B. Hudson, III
P.O. Box 1185
Daphne, Alabama 36526

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.3.5.1 To be determined later by Gatlin Hudson Architects

§ 1.1.4 Other important initial information is:

§ 1.1.4.1 The Owner shall contract with the Civil Engineer and a Geotechnical Engineer per Article 1.1.3.3.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.1.1 The definition of the Cost of the Work for determination of the Architect's fee for Basic Services shall include the total bid amounts of additive and deductive alternates, designed or specified by the Architect, whether included or excluded from the Project and shall include any and all applicable taxes.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.2.1 In the event of any inconsistency, ambiguity or discrepancy in the Contract Documents between or among the Contract Documents, then the following shall be the order of precedence: (1) Addenda, Amendments or Modifications to this Agreement; (2) This Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 other similar direct Project-related expenditures;
9. mileage reimbursed at \$.38 per mile.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

§ 1.5.1.1 Basic compensation shall be seven point five percent (7.5%) of the Cost of the Work, plus reimbursable expenses as described in Article 1.3.9.2.

§ 1.5.1.2 The definition of the Cost of the Work for determination of the Architect's fee for Basic Services shall also include the total bid amounts of additive and deductive alternates, designed or specified by the Architect, whether included or excluded from the Project and shall include any and all applicable taxes.

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

§ 1.5.2.1 The following hourly rates shall apply:

Principal Architect/Engineer	\$105.00 per hr.
Project Architect/Engineer	\$ 95.00 per hr.
Draftsman	\$ 75.00 per hr.
Administration	\$45.00 per hr.

or as negotiated with the Owner

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one point one five (1.15) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one point one (1.1) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable fifteen (15) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Fred Small - Mayor

(Printed name and title)

ARCHITECT

Jeff B. Hudson III
(Signature)

Jeff B. Hudson, III - President

(Printed name and title)

SIGN

AIA[®] Document B141™ – 1997 Part 2

Standard Form of Architect's Services: *Design and Contract Administration*

DAAPHNE CITY HALL

0506

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site;

locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

§ 2.5.5 NEGOTIATED PROPOSALS

§ 2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

§ 2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current

as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The

Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify

appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work involving an adjustment in Contract Sum, not to exceed one percent (1%), or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.1.1 A Maintenance Manual will be developed by the Architect and presented to the Owner after Substantial Completion indicating most major items, but not all, which require constant monitoring and routine maintenance by the

Owner. The Architect and his Consultants shall be able to rely on the Owner to diligently follow the recommendations and maintain its equipment and systems in a proper working order.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to twenty-five (25) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to two (2) inspections for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	—Owner	
.2 Land Survey Services	—Owner	
.3 Geotechnical Services	—Owner	
.4 Space Schematics/Flow Diagrams	—Architect	
.5 Existing Facilities Surveys	—Not Provided	
.6 Economic Feasibility Studies	—Not Provided	
.7 Site Analysis and Selection	—Not Provided	
.8 Environmental Studies and Reports	—Not Provided	
.9 Owner-Supplied Data Coordination	—Not Provided	
.10 Schedule Development and Monitoring	—Not Provided	
.11 Civil Design	—Owner	

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.12 Landscape Design	— Owner	
.13 Interior Design	— Architect	
.14 Special Bidding or Negotiation	— Not Provided	
.15 Value Analysis	— Not Provided	
.16 Detailed Cost Estimating	— Not Provided	
.17 On-Site Project Representation	Not Provided—	
.18 Construction Management	Not Provided—	
.19 Start-up Assistance	Not Provided—	
.20 Record Drawings	Not Provided—	
.21 Post-Contract Evaluation	Not Provided—	
.22 Tenant-Related Services	Not Provided—	
.23		
.24		
.25		

Description of Services.
(Insert descriptions of the services designated.)

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

OWNER

(Signature)

Fred Small, Mayor

(Printed name and title)

ARCHITECT

(Signature)

Jeff B. Hudson, III, President

(Printed name and title)

SIGN

Auburn

Policy on the Funding of Outside Agencies

When considering a request for funding from an agency that is not a legal entity of the City, it shall be the policy of the City Council of the City of Auburn:

From the date of the adoption of this policy, the City Council will not provide funding beyond the amount already appropriated to the agencies approved for funding in the FY 04 budget unless the following criteria are met:

1. The agency requesting funding provides a service to the citizens of the City of Auburn that the City would normally be expected or required to provide. For example, the Lee County Humane Society (LCHS) provides through contract animal control detention services that the City would have to provide if the LCHS did not contract with the City.
2. The agency requesting funding furthers the goals of a City function such as, but not limited to, law enforcement, emergency response, or recreation. The Council shall determine that the agency providing the service is doing so at a cost or in such a manner that the City department responsible for the function cannot do it more efficiently or at less cost. For example, East Alabama Medical Center contracts with Auburn, Opelika, and Lee County to provide ambulance service at a lesser cost than the City could provide the service directly.
3. The City Council will not provide funding to any agency that is proposing to offer a service that another agency is already providing unless the Council terminates funding for the agency already providing the service. For example, if the City is already sponsoring an after school program, it will not approve funding for a second agency proposing a duplicate service. However funding to a similar agency may be provided if there is a substantial difference in the type of programs or populations served, or if there is need for an expansion of service which the previously-funded agency cannot handle.
4. No appropriations will be made from grant funds received by the City for agency operating expenses because of the temporary nature of grant funding. The purpose of this requirement is to ensure that the agency receiving the funding will not become dependent on them and expect future funding from the General Fund.
5. Any appropriation to an outside agency shall only be approved if the City Council has made a determination that the City has surplus funds and the agency meets the requirements of items 1, 2, and/or 3 above. Appropriations to outside agencies shall be treated as the lowest priority in the budget process after other needs of the City government are fulfilled.
6. The City Council reserves the right to terminate funding for agencies at any time. Approval of funding for one fiscal year does not impose a commitment on the City for funding in future years.

Adopted by City Council on November 4, 2003 (Resolution 03-187)

TREASURER'S REPORT

As of May 2005

TO: FINANCE COMMITTEE

FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

ACCT TITLE	BANK	BALANCE
GENERAL FUND & ENTERPRISE FUNDS		
MMA ACCT	COMPASS	\$6,298,571.23
OPERATING ACCT	COMPASS	(\$108,510.34)
PAYROLL ACCT	COMPASS	(\$872.60)
MUNICIPAL COURT	COMPASS	<u>\$190,369.84</u>
		<u>\$6,379,558.13</u>
SPECIAL REVENUES FUND		
SAIL SITE	FIRST GULF	\$3,378.04
4 CENT GAS TAX	FIRST GULF	\$100,771.77
7 CENT GAS TAX	FIRST GULF	<u>\$95,047.23</u>
		<u>\$199,197.04</u>
CAPITAL PROJECTS FUND		
CDBG LOAN REPAY	COMPASS	\$5,877.21
CAPITAL GROWTH	SOUTHTRUST	\$2,956,549.66
97 WARRANT CONS	SOUTHTRUST	\$4,848.64
99 WARRANT CONS	REGIONS	\$800,612.07
2000 CONSTRUCTION	REGIONS	<u>\$89,836.90</u>
		<u>\$3,857,724.48</u>
DEBT SERVICE FUND		
DEBT SERVICE	SOUTHTRUST	\$1,129,479.74
		<u>\$11,565,959.39</u>

SALES & USE TAXES

ACTUAL COLLECTIONS

	1999	2000	2001	2002	2003	2004	2005
October	505,823.52	523,515.85	565,075.77	671,699.04	636,482.64	697,830.58	833,700.71
November	477,755.53	535,573.14	591,377.80	650,308.98	646,534.10	710,788.74	814,666.03
December	677,887.14	730,634.15	803,488.81	858,086.66	892,208.68	941,151.87	1,091,073.78
January	486,672.84	504,442.67	557,344.42	639,638.85	590,727.65	697,083.68	771,837.83
February	493,808.01	540,963.07	587,990.90	602,215.06	632,654.31	688,421.54	788,825.08
March	604,374.14	595,340.89	682,504.29	710,960.77	705,390.20	848,156.86	917,832.17
April	546,895.63	535,336.42	649,639.77	629,853.17	692,148.44	752,039.55	863,144.81
May	552,248.34	618,037.66	684,188.67	668,867.28	702,692.15	757,610.49	-
June	592,710.00	657,414.17	693,747.71	731,884.73	752,668.04	818,209.20	-
July	556,101.54	627,156.12	622,924.98	679,602.58	721,790.90	803,051.14	-
August	572,426.86	618,088.96	652,404.99	657,027.91	739,993.63	745,320.33	-
September	567,326.23	623,657.72	660,492.09	644,827.41	715,641.36	830,260.80	-
Totals	6,634,029.78	7,110,160.82	7,751,180.20	8,144,772.44	8,428,932.10	9,289,924.78	6,081,080.41

FY 2005 BUDGET/ACTUAL COMPARISONS

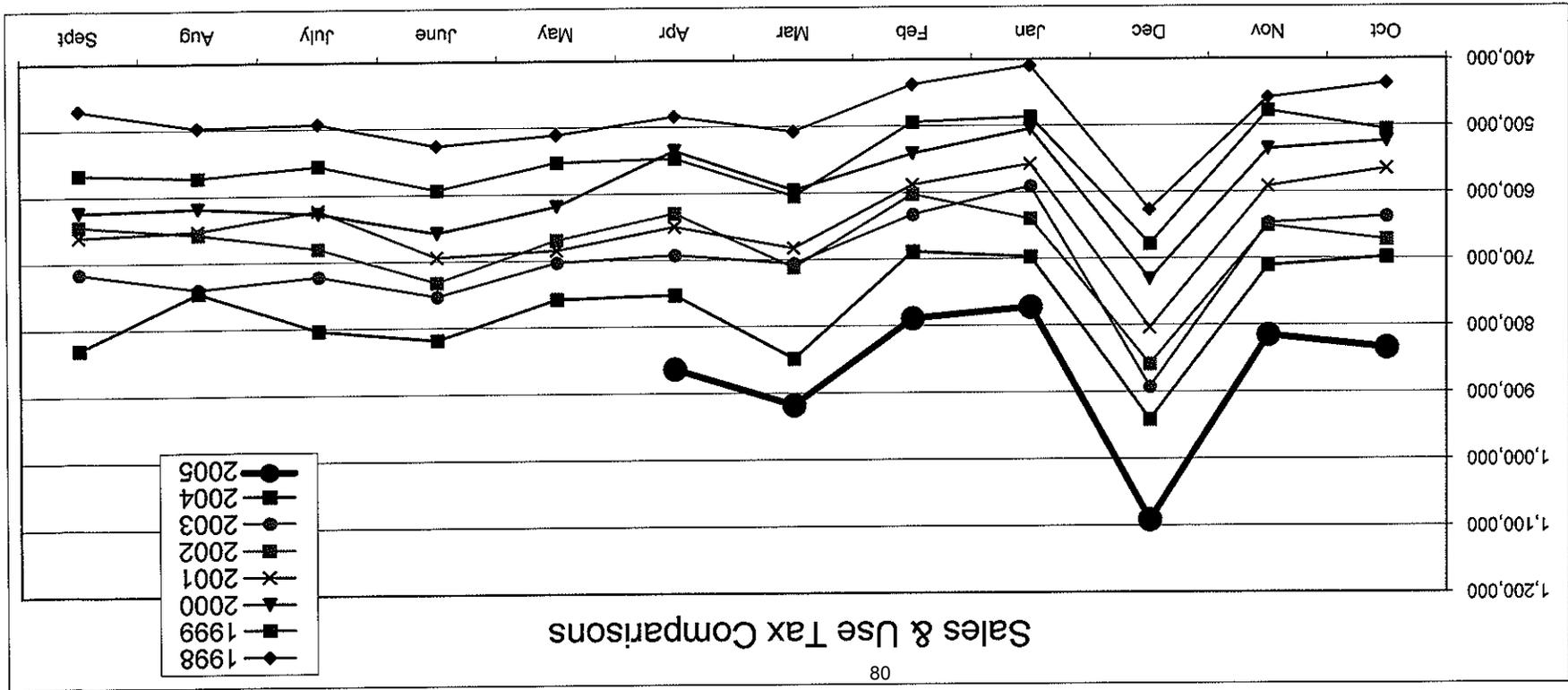
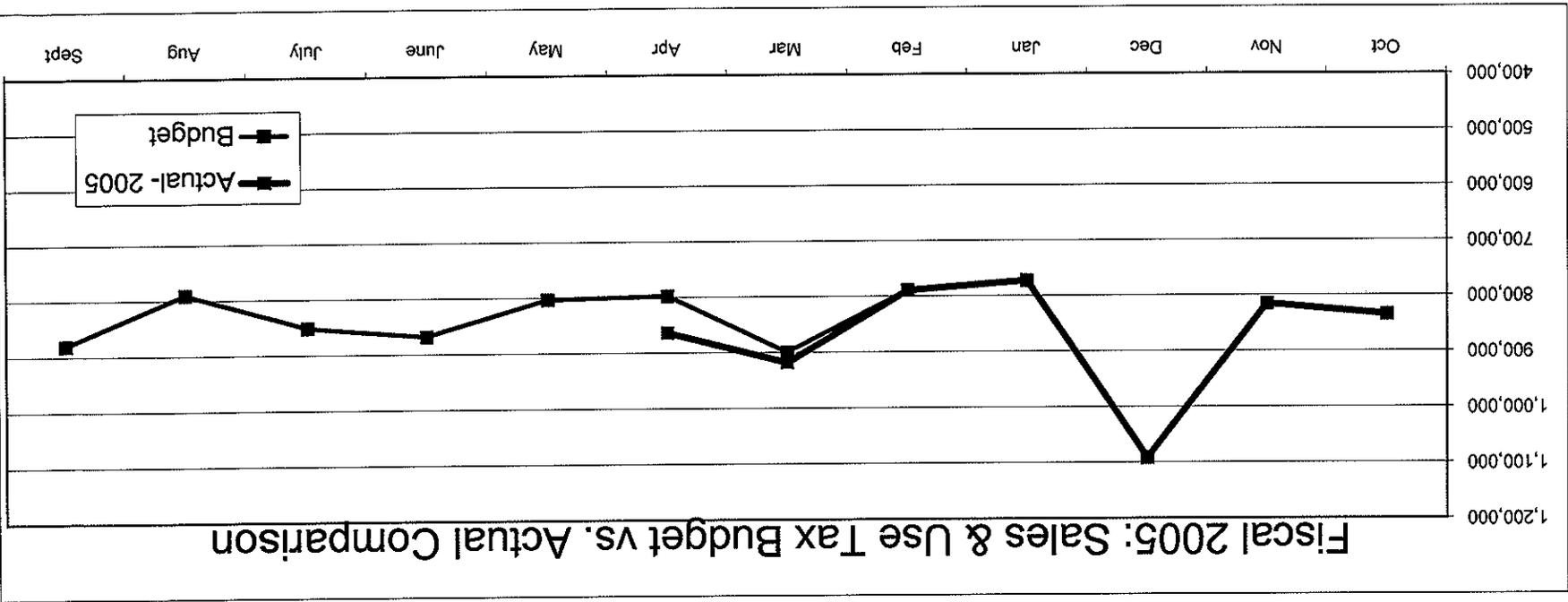
	Actual- 2005	Budget	Monthly Variance	YTD Variance	% of Budget
October	833,700.71	833,701	-	-	0.00%
November	814,666.03	814,666	-	-	0.00%
December	1,091,073.78	1,091,074	-	-	0.00%
January	771,837.83	771,838	-	-	0.00%
February	788,825.08	788,825	-	-	0.00%
March	917,832.17	899,046	18,785.90	18,785.90	2.09%
April	863,144.81	797,162	65,982.89	84,768.79	8.28%
May	-	803,067	-	-	-
June	-	867,302	-	-	-
July	-	851,234	-	-	-
August	-	790,040	-	-	-
September	-	880,076	-	-	-
Totals	6,081,080.41	10,188,031	84,768.79		

FISCAL YEAR COMPARISONS

	<u>\$ Change</u>						<u>Percent Change</u>					
	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005
October	17,892.33	41,559.92	106,623.27	(35,216.40)	61,347.94	135,870.13	3.50%	7.94%	18.87%	-5.24%	9.64%	19.47%
November	57,817.61	55,804.66	58,931.18	(3,774.88)	64,254.64	103,877.29	12.10%	10.42%	9.97%	-0.58%	9.94%	14.61%
December	52,747.01	72,854.66	54,597.85	34,122.02	48,943.19	149,921.91	7.78%	9.97%	6.80%	3.98%	5.49%	15.93%
January	17,769.83	52,901.75	82,294.43	(48,911.20)	106,356.03	74,754.15	3.65%	10.49%	14.77%	-7.65%	18.00%	10.72%
February	47,155.06	47,027.83	14,224.16	30,439.25	55,767.23	100,403.54	9.55%	8.69%	2.42%	5.05%	8.81%	14.58%
March	(9,033.25)	87,163.40	28,456.48	(5,570.57)	142,766.66	69,675.31	-1.49%	14.64%	4.17%	-0.78%	20.24%	8.21%
April	(11,559.21)	114,303.35	(19,786.60)	62,295.27	59,891.11	111,105.26	-2.11%	21.35%	-3.05%	9.89%	8.65%	14.77%
May	65,789.32	66,151.01	(15,321.39)	33,824.87	54,918.34		11.91%	10.70%	-2.24%	5.06%	7.82%	
June	64,704.17	36,333.54	37,937.02	20,983.31	65,541.16		10.92%	5.53%	5.47%	2.87%	8.71%	
July	71,054.58	(4,231.14)	56,677.60	42,188.32	81,260.24		12.78%	-0.67%	9.10%	6.21%	11.26%	
August	45,662.10	34,316.03	4,622.92	82,965.72	5,326.70		7.98%	5.55%	0.71%	12.63%	0.72%	
September	56,331.49	36,834.37	(15,664.68)	70,813.95	114,619.44		9.93%	5.91%	-2.37%	10.98%	16.02%	
Annual \$ Change	476,131.04	641,019.38	393,592.24	284,159.66	860,992.68	745,607.59	7.18%	9.02%	5.08%	3.49%	10.21%	

TOTAL collections: FY 04	9,289,925
TOTAL est. bdgt coll: FY 05	10,188,031
Budgeted Dollar Decrease 04/05	898,106
Budgeted Percent Decrease 04/05	9.67%

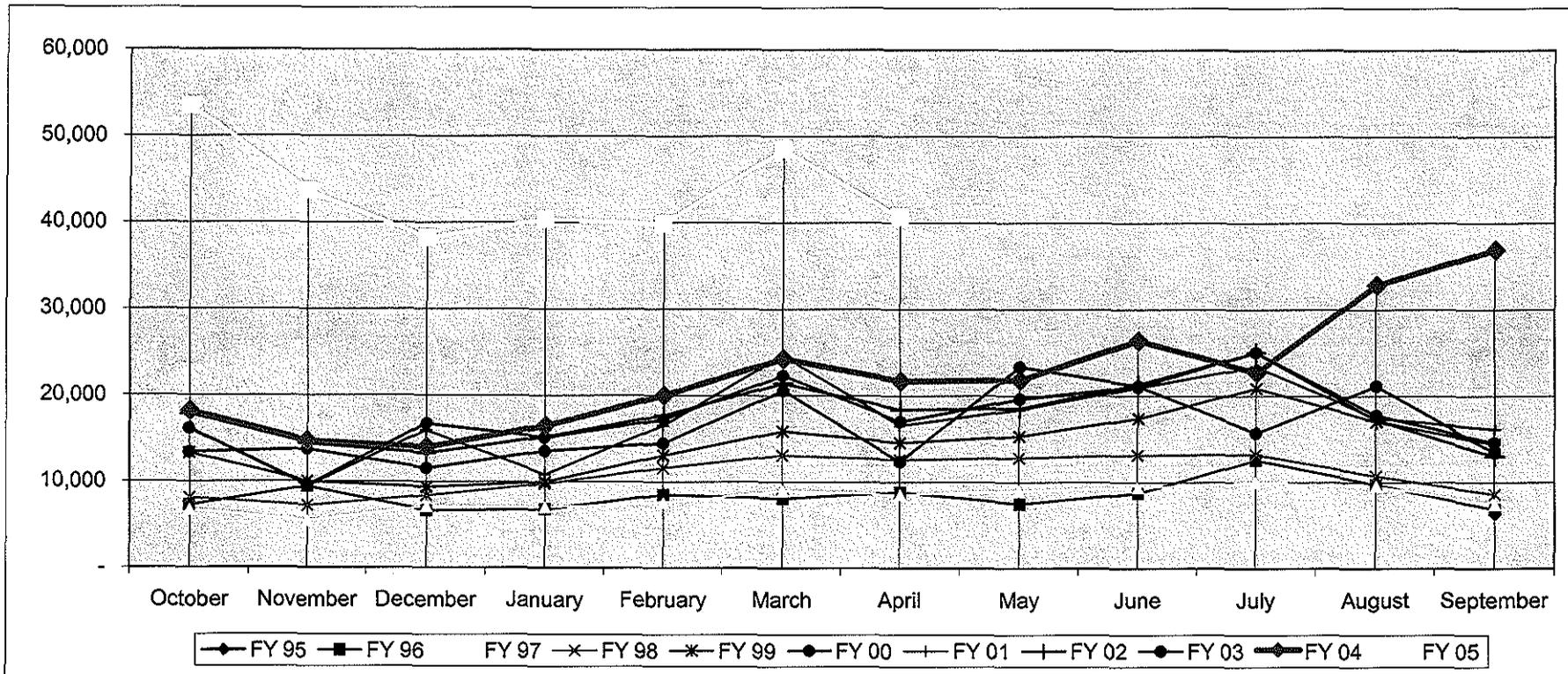
TOTAL collections: 4-30-05	6,081,080
Budgeted: 10-1-04 to 4-30-05	5,996,312
Actual Coll(<)Budget, 4-30-05	84,769
% Over/(Under) Budget, 4-30-05	1.41%



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>
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
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
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
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
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
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
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
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	
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	
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	
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	
September	<u>6,371.27</u>	<u>6,806.02</u>	<u>7,400.70</u>	<u>8,586.97</u>	<u>14,397.17</u>	<u>13,393.86</u>	<u>16,116.04</u>	<u>12,997.60</u>	<u>14,563.86</u>	<u>36,847.13</u>	
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	304,614.82

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



Ad Valorem Taxes

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005*</u>	<u>2005- Budget</u>	<u>2005: Budget/ Actual Variance</u>
Property Taxes	1,996,746	2,130,635	2,254,739	2,508,168	2,492,177	2,775,000	(282,823)
Shares Taxes	29,688	29,881	30,090	30,316	30,543	31,000	(457)
Auto Taxes	369,493	385,623	384,801	396,865	229,752	330,000	(100,248)
	<u>2,395,927</u>	<u>2,546,138</u>	<u>2,669,631</u>	<u>2,935,349</u>	<u>2,752,473</u>	<u>3,136,000</u>	<u>(383,527)</u>

* As of 5-31-2005

	<u>5/31/2004</u>	<u>5/31/2005</u>	<u>Variance</u>	<u>% Inc/(Dec)</u>
Property Taxes	2,455,994	2,492,177	36,183	1.47%
Shares Taxes	30,316	30,543	227	0.75%
Auto Taxes	212,060	229,752	17,692	8.34%
	<u>2,698,370</u>	<u>2,752,473</u>	<u>54,103</u>	<u>2.01%</u>

NEW BUSINESS FOR MAY

NEW BUSINESSES FOR THE MONTH OF MAY

Location

BRICK AND MORTAR IN THE CITY

	1
ELEGANCE UNIQUE HAIR	1
NOLFE, JODY E DC	1
FIREHOUSE SUBS	1
EASTERN SHORE ENDODONTICS	1
OPEN MRI	1
GULF COAST COOLERS	1
ANGELA'S CLEANING & CONCIERGE SERVICE	1
H&H TECHNOLOGIES INC	1
GRASSHOPPER LLC	1
ALL IN A BAG	1

10

OUT OF CITY

HURRICANE ELECTRONICS INC	1
JR'S DELIVERY SERVICE	1
MINI MED DISTRIBUTION CORP	1
TUCKER LAWN & POOL	1
EDWARDS JONES	1
BEST TEXTILES	1
ALLSTAR BAIL BONDS	1
BURLINGTON COAT FACTORY DIRECT CORP	1
THE SYGMA NETWORK INC	1
DAVISON OIL COMPANY	1
EARTHLINK INC	1
JANUS INTERNATIONAL	1
COS BUSINESS PRODUCTS & INTERIORS INC	1
CENTRAL BONDING CO INC	1
FLORIDA IMAGING & NETWORK SYSTEMS	1
LULICH STEEL LLC	1
ENERGY IMPORTS	1
BUTLER ANIMAL HEALTH SUPPLY LLC	1
INTELEX	1
TRINITY WORKPLACE LEARNING CORPORATION	1
A-BEAR REFRIGERATION INC	1

21

NEW BUSINESS FOR MAY

CONTRACTORS

S&D CONTRACTING	1
BARNHART CRANE & RIGGING CO	1
PRESLEY ROOFING & CONSTRUCTION CO	1
SASSER ELECTRICAL SERVICES INC	1
HEARD ROOFING CO	1
TIM LINER ELECTRIC CO	1
B&C HEATING & AIR CONDITIONING LLC	1
EXCEL ROOFING LLC	1
RELIABLE POWER WASHING	1
GUILLERMO, HURTADO	1
DAWKINS, CHARLES DAVIS	1
ALLSTATE TREE & TRIM	1
CRAWFORD CONSTRUCTION	1
BAY AREA CUSTOM HOMES	1
PRIEST CONSTRUCTION	1
GEORGIA MECHANICAL INC	1
BYRD ELECTRIC INC	1
VISION POOLS & SPAS INC	1
S&J POWERWASH SPECIALISTS	1
JAMES BURKE	1
KISS MY GRASS LANDSCAPING	1
A1 SPECIALIST LLC	1
HLM BUILDERS	1
ATLAS ROOFING CO	1
JOE LAZZARI CONSTRUCTION LLC	1
FLANAGAN BUILDERS INC	1
MAY CONSTRUCTION CO	1
TRI STATE PLUMBING	1
METAL ROOFING CENTER & SUPPLY LLC	1
DUN-RITE POOLS	1
	30
TOTAL NEW BUSINESSES	61

NO BUSINESS CLOSED IN THE MONTH OF MAY

**FISCAL 2005
BUDGET ADJUSTMENTS**

6/8/2005

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
OPERATING GRANTS: SWAT				
46140	DONATIONS	-2,500.00	DONATION/142523-555713	3/21/2005
		<u>-2,500.00</u>		
	DEPARTMENT TOTAL	-2,500.00		
OP GRANTS/CONTRIB: STREET				
46140	DONATIONS	-100.00	DONATION:EMP RECOGNITION	12/13/2004
		<u>-100.00</u>		
	DEPARTMENT TOTAL	-100.00		
OP CONTRIB: JAZZ IN PLAZA				
46140	DONATIONS-JAZZ IN PLAZA	-500.00	DONATION: JAZZ IN PLAZA 182079	1/31/2005
		<u>-500.00</u>		
	DEPARTMENT TOTAL	-500.00		
CAP GRNTS/CONTRIB: CITY HALL				
46140	DONATIONS	-7,000.00	FOUNTAIN DONATION	2/28/2005
		<u>-7,000.00</u>		
	DEPARTMENT TOTAL	-7,000.00		
CAPTIAL GRANTS: RECREATION				
47225	AL DEPT OF TRANSPORTATION GRNT	-28,876.00	ALDOT GRANT: SENIOR VAN	11/30/2004
		<u>-28,876.00</u>		
	DEPARTMENT TOTAL	-28,876.00		

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
LEGISLATIVE				
54201	COMMUNITY EVENTS	-1,500.00	TRANSFER TO DHS PRJ CODE	1/31/2005
		-1,500.00		
54203	85 DAPHNE HIGH SCHOOL	1,500.00	TRANSFER TO DHS PRJ CODE	1/31/2005
		1,500.00		
55571	EQUIPMENT PURCHASED	11,370.00	RECLASSIFY FRM CAP: 59110	1/29/2005
55571	EQUIPMENT PURCHASED	5,000.00	TRANSFER FRM 120400-55571	2/16/2005
		16,370.00		
59110	CAPITAL EQUIPMENT PURCHASED	-11,370.00	RECLASSIFY TO NON CAP: 55571	1/29/2005
		-11,370.00		
DEPARTMENT TOTAL		5,000.00		
EXECUTIVE				
55571	EQUIPMENT PURCHASED	-5,000.00	TRANSFER TO 120200-55571	2/16/2005
55571	EQUIPMENT PURCHASED	27,555.00	ORD 05-02: LEG/EXEC OFFICES	2/14/2005
		22,555.00		
DEPARTMENT TOTAL		22,555.00		
HUMAN RESOURCES				
53351	LEGAL ADVERTISING	96.00	AD: PT LIB AIDE	11/24/2004
53351	LEGAL ADVERTISING	180.00	AD FOR MECHANIC TECH	1/12/2005
		276.00		
DEPARTMENT TOTAL		276.00		
REVENUE				
55212	POSTAGE	-435.00	OFFICE FURNITURE GLASS	3/23/2005
		-435.00		
55213	PRINTING	-1,000.00	OFFICE EQPT	1/5/2005
55213	PRINTING	-600.00	OFFICE FURNITURE	1/10/2005
		-1,600.00		
55571	EQUIPMENT PURCHASED	1,000.00	OFFICE EQPT	1/5/2005
55571	EQUIPMENT PURCHASED	600.00	OFFICE FURNITURE	1/10/2005
55571	EQUIPMENT PURCHASED	435.00	OFFICE FURNITURE GLASS	3/23/2005
		2,035.00		
DEPARTMENT TOTAL		0.00		

6/8/2005

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
PLANNING				
55574	EQUIPMENT LEASE	-4,000.00	GIS PRINTER	2/25/2005
		<u>-4,000.00</u>		
56181	COMPUTER MAINTENANCE	-2,920.00	GIS PRINTER	2/25/2005
		<u>-2,920.00</u>		
59110	CAPITAL EQUIPMENT PURCHASED	2,920.00	GIS PRINTER	2/25/2005
59110	CAPITAL EQUIPMENT PURCHASED	4,000.00	GIS PRINTER	2/25/2005
		<u>6,920.00</u>		
DEPARTMENT TOTAL		0.00		
CITY HALL FACILITIES SUPPORT				
592254	CITY HALL FOUNTAIN	7,000.00	FOUNTAIN DONATION	2/28/2005
		<u>7,000.00</u>		
DEPARTMENT TOTAL		7,000.00		
PUBLIC WKS FACILITIES SUPPORT				
59215	BUILDINGS	40,000.00	ORD 05-26:STORAGE	3/21/2005
		<u>40,000.00</u>		
DEPARTMENT TOTAL		40,000.00		
POLICE ADMINISTRATION				
52210	SUBSCRIPTIONS/MEMBERSHIPS	1,200.00	ORD 2005-06: FIRING RANGE	3/9/2005
		<u>1,200.00</u>		
55111	UNIFORMS CLEANING	-1,800.00	TO ORG 142525	3/23/2005
		<u>-1,800.00</u>		
55212	POSTAGE	-170.00	ANIMAL LICENSES MAILING	2/7/2005
		<u>-170.00</u>		
DEPARTMENT TOTAL		-770.00		
SWAT: SPECIAL WEAPONS & TACTIC				
555713	EQPT PURCHASED: DONATED	2,500.00	DONATION/10046423-46140	3/21/2005
		<u>2,500.00</u>		
DEPARTMENT TOTAL		2,500.00		

6/8/2005

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
POLICE DETECTIVE				
52210	SUBSCRIPTIONS/MEMBERSHIPS	250.00	LINE TRNSF:DUES	12/29/2004
		250.00		
55111	UNIFORMS CLEANING	1,800.00	FROM ORG 142521	3/23/2005
		1,800.00		
55211	OFFICE SUPPLIES	-1,200.00	LEASE	3/23/2005
		-1,200.00		
55350	PUBLIC SAFETY SUPPLIES	-250.00	LINE TRNSF:DUES	12/29/2004
		-250.00		
55574	EQUIPMENT LEASE	700.00	COPIER LEASE	11/24/2004
55574	EQUIPMENT LEASE	1,200.00	COPIER LEASE	3/23/2005
		1,900.00		
DEPARTMENT TOTAL		2,500.00		
POLICE ANIMAL CONTROL				
55212	POSTAGE	170.00	ANIMAL LICENSES MAILING	2/7/2005
		170.00		
55256	EQUIPMENT SUPPLIES	-75.00	MICROWAVE: 55571	11/22/2004
55256	EQUIPMENT SUPPLIES	-625.00	DESK	11/22/2004
		-700.00		
55571	EQUIPMENT PURCHASED	75.00	MICROWAVE: FRM 55256	11/22/2004
55571	EQUIPMENT PURCHASED	625.00	DESK	11/22/2004
		700.00		
DEPARTMENT TOTAL		170.00		

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
FIRE				
55571	EQUIPMENT PURCHASED	16,500.00	NON-CAPITAL EQPT PURCHASE	12/8/2004
		16,500.00		
562901	BUILDING MAINT: STATION #1	-200.00	REPLACE HEATING UNIT: ST #2	2/9/2005
562901	BUILDING MAINT: STATION #1	-400.00	PAINT SUPPLIES: ST #2	2/16/2005
		-600.00		
562902	BUILDING MAINT: STATION #2	200.00	REPLACE HEATING UNIT: ST #2	2/9/2005
562902	BUILDING MAINT: STATION #2	200.00	REPLACE HEATING UNIT: ST #2	2/9/2005
562902	BUILDING MAINT: STATION #2	400.00	PAINT SUPPLIES: ST #2	2/16/2005
562902	BUILDING MAINT: STATION #2	600.00	EMERGENCY REPAIR TO HEATER	3/3/2005
		1,400.00		
562903	BUILDING MAINT: STATION #3	-200.00	REPLACE HEATING UNIT: ST #2	2/9/2005
562903	BUILDING MAINT: STATION #3	-600.00	EMERGENCY REPAIR TO HEATER	3/3/2005
		-800.00		
59110	CAPITAL EQUIPMENT PURCHASED	-16,500.00	NON-CAPITAL EQPT PURCHASE	12/8/2004
		-16,500.00		
DEPARTMENT TOTAL		0.00		

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
BUILDING INSPECTIONS				
52210	SUBSCRIPTIONS/MEMBERSHIPS	100.00	MEMBERSHIP: BC HOME BLDR	2/19/2005
		100.00		
52211	TRAINING/TRAVEL	-645.00	LINE TRNSF: COMPUTER	12/30/2004
52211	TRAINING/TRAVEL	-130.00	UNIFORMS	2/9/2005
52211	TRAINING/TRAVEL	-100.00	MEMBERSHIP: BC HOME BLDR	2/19/2005
		-875.00		
55110	UNIFORMS	130.00	UNIFORMS	2/9/2005
55110	UNIFORMS	200.00	UNIFORMS	2/25/2005
		330.00		
55571	EQUIPMENT PURCHASED	645.00	LINE TRNSF: COMPUTER	12/30/2004
55571	EQUIPMENT PURCHASED	645.00	LINE TRNSF: COMPUTER	12/30/2004
55571	EQUIPMENT PURCHASED	2,020.00	COMPUTER & PRINTER	2/7/2005
		3,310.00		
56181	COMPUTER MAINTENANCE	-645.00	LINE TRNSF: COMPUTER	12/30/2004
56181	COMPUTER MAINTENANCE	-460.00	PERMITTING SOFTWARE	2/7/2005
		-1,105.00		
561811	SOFTWARE MAINTENANCE	460.00	PERMITTING SOFTWARE	2/7/2005
561811	SOFTWARE MAINTENANCE	3,180.00	PERMITTING SOFTWARE	2/7/2005
		3,640.00		
58000	MISCELLANEOUS	-200.00	UNIFORMS	2/25/2005
		-200.00		
59110	CAPITAL EQUIPMENT PURCHASED	-3,180.00	PERMITTING SOFTWARE	2/7/2005
59110	CAPITAL EQUIPMENT PURCHASED	-2,020.00	COMPUTER & PRINTER	2/7/2005
		-5,200.00		
DEPARTMENT TOTAL		0.00		
CODE ENFORCEMENT				
55571	EQUIPMENT PURCHASED	-700.00	COPIER LEASE: TO DETECTIVE DIV	11/24/2004
		-700.00		
DEPARTMENT TOTAL		-700.00		
PW ADMINISTRATION				
52223	PUBLIC WORKS EMP RECOGNITION	100.00	DONATION:EMP RECOGNITION	12/13/2004
		100.00		
55571	EQUIPMENT PURCHASED	9,000.00	NON CAP EXPENDITURES	11/24/2004
		9,000.00		
59110	CAPITAL EQUIPMENT PURCHASED	-9,000.00	NON CAP EXPEND: 55571	11/24/2004
		-9,000.00		
DEPARTMENT TOTAL		100.00		

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
SOLID WASTE				
56183	VEHICLE MAINTENANCE	-5,000.00	REPAIR TRUCK #98 BOOM	2/18/2005
		<u>-5,000.00</u>		
591055	VEHICLE OVERHAULS	5,000.00	REPAIR TRUCK #98 BOOM	2/18/2005
		<u>5,000.00</u>		
DEPARTMENT TOTAL		0.00		
STREET				
553001	STREET SUPP- ASPHALT	-2,000.00	TAILGATE SPREADER	2/23/2005
		<u>-2,000.00</u>		
553003	STREET SUPP- DIRT & ROCK	-3,000.00	TAILGATE SPREADER	2/23/2005
		<u>-3,000.00</u>		
553006	STREET SUPP-PIPE METAL/PLASTIC	-2,000.00	TAILGATE SPREADER	2/23/2005
		<u>-2,000.00</u>		
55571	EQUIPMENT PURCHASED	-770.00	LINE TRNSF: CROWD CNTRL	12/21/2004
		<u>-770.00</u>		
59110	21 CAPITAL EQUIPMENT PURCHASED	770.00	LINE TRNSF: CROWD CNTRL	12/21/2004
59110	CAPITAL EQUIPMENT PURCHASED	7,000.00	TAILGATE SPREADER	2/23/2005
		<u>7,770.00</u>		
DEPARTMENT TOTAL		0.00		
GROUNDS				
55317	BEAUTIFICATION SUPPLIES	-5,250.00	DEER PARK LANDSCAPING	2/7/2005
55317	BEAUTIFICATION SUPPLIES	-240.00	DEER PARK LANDSCAPING	2/16/2005
		<u>-5,490.00</u>		
DEPARTMENT TOTAL		-5,490.00		
MECHANICAL SHOP				
52211	TRAINING/TRAVEL	2,000.00	TRANSFER FRM 167052-553311	2/16/2005
		<u>2,000.00</u>		
DEPARTMENT TOTAL		2,000.00		
MECHANICAL PARTS & SERVICES				
553274	TIRES-HEAVY EQUIPMENT	-180.00	TO LEGAL ADV: 120700-53351	1/12/2005
		<u>-180.00</u>		
553311	BODY/CHASSIS PARTS-LT DUTY VEH	-2,000.00	TRANSFER TO 167000-52211	2/16/2005
		<u>-2,000.00</u>		
DEPARTMENT TOTAL		-2,180.00		

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ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
<u>PARKS & PLAYGROUND</u>				
55571	EQUIPMENT PURCHASED	-2,500.00	FOUNDATION/ELEC WIRING	12/6/2004
55571	EQUIPMENT PURCHASED	1,000.00	LINE TRNSF:	12/21/2004
		<u>-1,500.00</u>		
56182	EQUIPMENT MAINTENANCE	-1,000.00	LINE TRNSF:	12/21/2004
		<u>-1,000.00</u>		
59215	BUILDINGS	2,500.00	FOUNDATION/ELEC WIRING	12/6/2004
		<u>2,500.00</u>		
DEPARTMENT TOTAL		0.00		
<u>PARKS: BOARDWALKS & WALKING TR</u>				
56311	58 PARK MAINTENANCE: BOARDWALK	-2,000.00	MCMILLIAN BLUFF PARK	2/9/2005
		<u>-2,000.00</u>		
DEPARTMENT TOTAL		-2,000.00		
<u>BELROSE PARK</u>				
56311	PARK MAINTENANCE	2,000.00	BELROSE PARK STAIRS	3/23/2005
56311	PARK MAINTENANCE	1,500.00	BELROSE PARK STAIRS	3/23/2005
56311	PARK MAINTENANCE	500.00	BELROSE PARK STAIRS	3/23/2005
		<u>4,000.00</u>		
DEPARTMENT TOTAL		4,000.00		
<u>MCMILLAN BLUFF PARK</u>				
553145	IRRIGATION SUPPLIES	2,000.00	CORR FRM ORG 181069	2/11/2005
		<u>2,000.00</u>		
DEPARTMENT TOTAL		2,000.00		

6/8/2005

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
<u>PARKS: VILLAGE POINTE PARK PRE</u>				
55221	CLEANING SUPPLIES-VILLAGE PT	100.00	BLDG MNT: NEW RESTROOMS	11/22/2004
		100.00		
55309	GROUNDS/LANDSCAPING PROJECTS	-2,000.00	BELROSE PARK STAIRS	3/23/2005
		-2,000.00		
56290	BUILDING MAINTENANCE-VIL PT PK	400.00	BLDG MNT: NEW RESTROOMS	11/22/2004
		400.00		
56311	PARK MAINTENANCE	-400.00	BLDG MNT: NEW RESTROOMS	11/22/2004
56311	PARK MAINTENANCE	-100.00	BLDG MNT: NEW RESTROOMS	11/22/2004
		-500.00		
56316	PIER MAINTENANCE	-1,500.00	BELROSE PARK STAIRS	3/23/2005
		-1,500.00		
DEPARTMENT TOTAL		-3,500.00		
<u>PARKS: CENTENNIAL PARK</u>				
56314	ELECTRICAL MAINTENANCE	-500.00	BELROSE PARK STAIRS	3/23/2005
		-500.00		
DEPARTMENT TOTAL		-500.00		
<u>DEER PARK</u>				
53305	CONTRACTED SERVICES	275.00	DEER PARK SURVEY &	2/25/2005
		275.00		
55309	GROUNDS/LANDSCAPING PROJECTS	5,250.00	DEER PARK LANDSCAPING	2/7/2005
55309	GROUNDS/LANDSCAPING PROJECTS	240.00	DEER PARK LANDSCAPING	2/16/2005
		5,490.00		
56311	PARK MAINTENANCE	-275.00	DEER PARK SURVEY &	2/25/2005
		-275.00		
DEPARTMENT TOTAL		5,490.00		
<u>PARKS: LOTT PARK</u>				
56311	PARK MAINTENANCE	-4,000.00	BOCCE COURT	1/18/2005
56311	PARK MAINTENANCE	-750.00	BOCCE COURT	2/25/2005
		-4,750.00		
563127	PARK IMPROVEMENTS	4,000.00	BOCCE COURT	1/18/2005
563127	PARK IMPROVEMENTS	750.00	BOCCE COURT	2/25/2005
		4,750.00		
DEPARTMENT TOTAL		0.00		

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
PARKS: MAY DAY PARK				
56316	PIER MAINTENANCE	12,535.00	ORD 2005-05: CONCRETE PANELS	2/14/2005
		<u>12,535.00</u>		
DEPARTMENT TOTAL		12,535.00		
PARKS: SPORTS COMPLEX				
553145	IRRIGATION SUPPLIES	2,000.00	MCMILLIAN BLUFF PARK	2/9/2005
553145	IRRIGATION SUPPLIES	-2,000.00	CORR TO ORG 181059	2/11/2005
		<u>0.00</u>		
DEPARTMENT TOTAL		0.00		
BALL PARKS- SCHOOLS				
53305	85 CONTRACTED SERVICES	2,700.00	IRRIGTN REPAIR:DHS PRACT FLD	2/18/2005
		<u>2,700.00</u>		
56312	85 FIELD MAINTENANCE-DHS	-2,700.00	IRRIGTN REPAIR:DHS PRACT FLD	2/18/2005
		<u>-2,700.00</u>		
592256	87 FENCING	25,000.00	ORD 05-02: DMS FENCE/GATES	2/14/2005
		<u>25,000.00</u>		
DEPARTMENT TOTAL		25,000.00		
RECREATION				
591053	CAPITAL EQPT-GRANT	28,876.00	ALDOT GRANT: SENIOR VAN	11/30/2004
		<u>28,876.00</u>		
DEPARTMENT TOTAL		28,876.00		
FITNESS PROGRAMS				
53353	69 PROMOTIONAL ADV-FTNS CTR	-100.00	CLEANING SUPPLIES	2/19/2005
		<u>-100.00</u>		
55221	69 CLEANING SUPPLIES-FITNESS CTR	100.00	CLEANING SUPPLIES	2/19/2005
		<u>100.00</u>		
DEPARTMENT TOTAL		0.00		

ORG OBJECT	ACCOUNT DESCRIPTION	TRANSFER AMOUNT	TRANSFER DETAIL	EFFECTIVE DATE
SPECIAL EVENTS				
544401	JAZZ IN THE PLAZA	500.00	DONATION: JAZZ IN PLAZA 182079	1/31/2005
		500.00		
544403	RHYTHM & BLUES	360.00	RHYTHM & BLUES	12/6/2004
		360.00		
544405	KWANZAA	-360.00	TO RHYTHM & BLUES	12/6/2004
		-360.00		
DEPARTMENT TOTAL		500.00		
LIBRARY				
53353	PROMOTIONAL ADVERTISING	-96.00	AD: PT LIB AIDE	11/24/2004
		-96.00		
DEPARTMENT TOTAL		-96.00		
RECYCLING				
53305	CONTRACTED SERVICES	-3,000.00	REPAIRS TO BALER	3/21/2005
53305	CONTRACTED SERVICES	-1,000.00	REPAIR OVERHD DOOR/RECY	3/21/2005
		-4,000.00		
553412	RECYCLING COLLECTION SUPPLIES	-4,000.00	REPAIRS TO BALER	3/7/2005
		-4,000.00		
56182	EQUIPMENT MAINTENANCE	4,000.00	REPAIRS TO BALER	3/7/2005
56182	EQUIPMENT MAINTENANCE	3,000.00	REPAIRS TO BALER	3/21/2005
		7,000.00		
56290	BUILDING MAINTENANCE	1,000.00	REPAIR OVERHD DOOR/RECY	3/21/2005
		1,000.00		
DEPARTMENT TOTAL		0.00		
BAY FRONT PARK				
55571	EQUIPMENT PURCHASED	2,000.00	SERVER & BACKUP	3/21/2005
		2,000.00		
59110	CAPITAL EQUIPMENT PURCHASED	-2,000.00	SERVER & BACKUP	3/21/2005
		-2,000.00		
DEPARTMENT TOTAL		0.00		

6/8/2005

<u>ORG</u> <u>OBJECT</u>	<u>ACCOUNT</u> <u>DESCRIPTION</u>	<u>TRANSFER</u> <u>AMOUNT</u>	<u>TRANSFER</u> <u>DETAIL</u>	<u>EFFECTIVE</u> <u>DATE</u>
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Grand Total:

106,290.00

NEW APPROPRIATIONS:

General Fund	\$	52,555	Ord 2005-02
	\$	12,535	Ord 2005-05
	\$	<u>41,200</u>	Ord 2005-06
	\$	106,290	

Buildings and Property Committee Meeting

June 3, 2005

10:00 a.m.

Civic Center

Committee

Councilman John Lake, Chairman

Mayor Fred Small

Councilman August A. Palumbo

Sandra Morse, Director Daphne Civic Center

Minutes

Chairman Lake opened the meeting at 10:00 a.m. with a discussion about City of Daphne surplus items. The Committee discussed the pros and cons of using e-bay versus the current system that is being used. Chairman Lake discussed using the city's website with an absolute bid and minimum bid. Each department could submit photo's of surplus items to Ms. Henson to be placed on the website. Hard copies of information including photos could be kept at City Hall.

The Committee discussed the proposed improvements to City Hall. Chairman Lake discussed the possibility of keeping the City Hall building to use for other purposes and find a different location for a new City Hall. This action would not disrupt the employees at City Hall until it was time to move into the new facility. The Committee discussed several possible locations throughout the City including the vacant building at Hwy. 64 and 98 with the strip mall behind the building, the City property on Johnson and 98, Winn Dixie (if the building became available), and other sites.

The Committee stated that there were projects underway that fall under the initial oversight of the Building and Property Committee that were not first sent to the Committee. The Committee discussed the need for all to forward projects that fall under the Buildings and Property Committee to the Committee first and not first to Finance, other committees, or to the Council for action.

The Committee discussed the Baldwin County School Board and the need for dialogue with its various members.

Public Works Director Mr. Ken Eslava stated that the Beautification Building/Recreation Storage facility would be ready in two to three weeks. Mr. Eslava also stated that they are ready to begin demolition to the damaged Planning Building. The steel from the building will be recycled and he will request demolition funds from the Finance Committee.

Ms. Morse stated that she had been contacted by the Principal at Daphne High School concerning the Taste of the Eastern Shore. Ms. Morse stated that she and Mr. Pennington discussed ways to streamline the school departments that are to be checked on the tickets. Last year there were clubs written on tickets that were not legally part of the school. Ms. Morse stated that she again spoke with Mr. Pennington's secretary who stated that Mr. Pennington agreed that the choices on the tickets should only read Band, Athletics, and Academics. Ms. Morse stated that this would greatly help the City of Daphne's Finance Department. These funds from the event would be sent to the school from the City and the school would handle the distribution of funds to each of the three departments and any further breakdown. The Committee agreed with the action.

The meeting concluded at 11:30 a.m.

Public Safety Committee

Tuesday, June 7, 2005

Committee Members Attending:

Chairman Greg Burnam, Councilwoman Regina Landry, Councilman Gus Palumbo, Police Chief David Carpenter, Capt. David Wilson, Capt. Scott Taylor, Fire Chief Mund Hanson, City Attorney Tim Fleming, PW Superintendent Melvin McCarley and Michele Hanson, secretary.

Also Present: Mayor Fred Small, Lt. Daniel Bell and Ed Kirby.

I. CALL TO ORDER

Mr. Burnam **convened** the meeting at 4:30 p.m.

II. PUBLIC PARTICIPATION

A. New Business

B. Old Business

III. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from May 10, 2005 Meeting

<p><i>Motion by Regina Landry</i> to adopt the minutes as presented. <i>Seconded by Gus Palumbo.</i> The minutes were adopted without revision. Motion carried.</p>
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IV. FIRE DEPARTMENT

A. New Business

1. Statistics for May 2005

Chief Hanson reviewed the stats for May. He stated the service calls were up and EMS call were down from last month. He stated there were 4 fires reported last month. Mr. Palumbo asked if Judge Roy Beans was planning to rebuild. Chief Hanson stated he had not heard but they have not applied for any permits with the City. He further stated that one of our firefighters has been hired on at Orange Beach and is concerned that more of this will happened due to current salary and benefit package here. He stated that the captain's test will be taken in September and will promote from within and the hiring process for firefighter will start next week.

2. Request to change Cummings Lane to Captain's Lane

Mayor Small stated there has been a request to change the name of Cummings Lane to Captain's Lane. Chief Hanson stated that it's 911's policy not to duplicate any street name, part or in full. This is not a dedicated street, it's a private lane and would be the decision of the City.

<p><i>Motion by Gus Palumbo</i> to favorably recommend to the Council the name change of Cummings Lane to Captain's Lane. <i>Seconded by Regina Landry.</i> Motion carried.</p>
--

Mr. Burnam asked about the numbering system in Daphne and who was in charge of that. Chief Hanson stated that Community Development took over that project several years ago. Chief Hanson stated that there are 4 different set of numbers on Hwy 98, around Ryan Avenue heading North with 3 digits, then to 5 digits around the Market Place, then 4 digits until Chris Myers/Bayview Ford, then back to 5 digits. Chief Carpenter stated its very confusing to citizens and officers. Mayor Small suggested sending it to the Council.

Motion by Regina Landry to favorably recommend to the Council that Community Development work on the standardized addressing for all of Highway 98. **Seconded by Gus Palumbo.** **Motion carried.**

B. Old Business

1. SAFER Grant

Chief Hanson submitted additional information on the grant for the committee to review. This is a break down of the cost to hire firefighter showing the federal portion and the city portion. It also a request for the increase in accrual leave for both vacation and sick time for the shift worker using the same percentage that's used on a 40-hour employee basing it on the fact that any shift worker instead of working 2080 annually, they work 2800 8-hours annually. This will be discussed at the June work session.

V. POLICE DEPARTMENT

A. New Business

1. Statistics for April 2005

Chief Carpenter reviewed the stats for April. Mr. Palumbo commented that Spanish Forts arrest were high this month (35). He was wondering if the mall contributed to the increase. Chief stated there were 65 traffic accidents. Mr. Palumbo asked about the 4-way stop at Santa Rosa & Main Street. Chief Carpenter stated there have been no accidents and no complaints.

Regina Landry asked about the speed hump requests from last month. Melvin McCarley stated he installed a "no outlet" sign on Lake Shore and a stop sign at the end of the hill on Lake Shore. Mayor Small stated the speed trailer was put on Lea Avenue. Capt. Taylor spoke to the complainant on Hope Drive and explained why a speed hump could not be installed.

B. Old Business

1. North Precinct

Capt. Taylor submitted a drawing of the precinct to the members. We will be responsible for the interior doors & windows, the flooring and paint.

Chief Carpenter stated the department is still working on leads involved in the murder case. Lt. Bell stated the department is interviewing those who might have aided him after the fact. All three are still in jail with one charged with capital murder and the other two with conspiracy to commit murder.

VI. CITY ATTORNEYS

A. New Business

1. Commercial Subcontractor Ordinance

Mr. Fleming submitted the draft of the Commercial Subcontractor Ordinance. This ordinance will be amending Ordinance # 2004-10.

Motion by Gus Palumbo to favorably recommend to the council the Commercial Subcontractor Ordinance. **Seconded by Regina Landry.** **Motion carried.**

Mr. Fleming stated he is also looking at the Abatement Ordinance for revisions at the request of Mr. Phillips. He stated he has looked at several ordinances regarding abatements and will be "cleaning up" our current ordinance. He is still working on the MOT/Schedule of Fines ordinance.

Capt. Wilson stated that the Abatement Ordinance needs to be a priority because these dilapidated buildings contribute to crime in our city. Mr. Burnam requested that this ordinance be a priority.

B. Old Business

VII. OTHER BUSINESS

1. Meeting Location

Mr. Burnam commented that a request had been made to move the meeting to City Hall.

Chief Carpenter stated its more convenient for the police department to have it at the Justice Center. Mr. Burnam commented that some of the meetings could be held at the new precinct or at Fire Station #2. After further discussion the committee agreed to continue to meet at the Justice Center.

2. Separating Public Safety Committee and Ordinance Committee

The committee discussed separating the two committees. Mr. Burnam stated that on nights when there is a lot of Public Safety items on the agenda, we're paying the City Attorney to sit and listen until the Ordinance part of the meeting, which is at the end. Ms. Landry stated she feels the two should be separated to give more time to discuss each ordinance. Mr. Burnam suggested keeping the same committee members and on the same night, and for the committees to follow one another. Chief Carpenter asked if Code Enforcement will be tied in with the Ordinance Committee. Chief Carpenter further stated he feels that Mr. Kirby would need to be on this committee from an enforcement stand point.

<p><i>Motion by Gus Palumbo</i> to favorably recommend to the Council to separate the Public Safety Committee from the Ordinance Committee and for the meetings to be held on the same night with Public Safety meeting at 4:30 p.m. and the Ordinance Committee will meet at 5:30p.m. <i>Seconded by Regina Landry.</i> Motion carried.</p>

Chief Carpenter stated the City Council meeting was moved to July 5th because of the 4th of July holiday, which is when Public Safety normally meets. The committee agreed to meet at 4:30 on July 5th .

VIII. LEGISLATIVE ORDINANCE COMMITTEE

IX. ADJOURN

There being no further business to discuss, Chairman Burnam **adjourned** the meeting at 6:00 p.m. The next regular scheduled meeting will be **Tuesday, July 5, 2005 at 4:30 p.m. at the Joseph H. Hall Justice Center.**

Respectfully submitted,

Daphne Public Safety Committee

DAPHNE POLICE DEPARTMENT CONDENSED ACTIVITY REPORT

Month of: April 2005

<p>Patrol Division: <i>(Capt. Taylor)</i></p>	<p># Complaints.....1071 # Misdemeanor Arrests.....38 # Felony Arrests.....6 # Citations.....181</p>	<p># Close Patrols128 # Warnings.....174 # Motorist Assists209 # Alias Warrants 44</p>	<p># Roadway Accidents.....65 # Private Property Accidents.....14 # DUI's.....3</p>		
<p>Detective Division: <i>(Lt. Bell)</i> <i>(Capt. Taylor)</i></p>	<p># New Cases Received.....42 # Previous Unsolved Cases Carried Over119 Highest Caseload161 #Cases Solved.....10 Resulting in Total Arrests10 Felonies.....10 Misdemeanors.....0</p>	<p>WARRANTS: Bettner Served.....36 Officer Served.....7 Recalls (Pd Fines)24 Total Warrants Served67 Sex Offenders: New Registrations.....1 Contact Verifications.....0 Total Number of Registered Sex Offenders in Daphne:.....7</p>		<p>DARE: # Hours Report Writing.10 #Students Instructed SRO.90 #Students Instructed DARE.400 #Police Reports by SRO's.5 #Arrests by SRO's.2 CODE ENFORCEMENT: Warnings.....10 Citations.....6 Warning Compliance.....9 Follow-up.....19</p>	
<p>Support Services Division: <i>(Capt. Bishop)</i></p>	<p>DISPATCH: Total Calls Dispatched415</p>	<p>JAIL: Total Arrestees Received & Processed190 Arrestees by Agency: Daphne PD.....112 BCSO20 Loxley PD.....11 Silverhill P.D.....10 Spanish Fort PD.....35 Trooper.....1 INS0 Other Agencies1</p>	<p><i>YTD</i> Highest #42 Lowest #24 Meals Served2,265 Medical Costs2,230.26 Worker Inmate Hours875</p>	<p><i>YTD</i> N/A N/A 14,48911,158.523,232</p>	
<p>Animal Control: <i>(Capt. Wilson)</i></p>	<p># Complaints.....79 # Follow-Ups.....144 # Citations.4 # Warnings4</p>	<p># Felines Captured7 # Canines Captured.....20 # Other Captured.....10</p>		<p># Returned to Owner12 # Adopted Out14 # Euthanized5</p>	
<p>Drug Report from Routine Patrol & Special Operations: <i>(Capt. Wilson)</i></p>	<p># Misdemeanor Marijuana Arrests.....2 # Felony Marijuana Dealer Arrests0 # Controlled Substance Arrests.....1</p>	<p># Drug Paraphernalia Arrests.....1 # Vehicles Searched.....3 # Houses Searched.....1 Drug Interdiction/Vehicles Searched10</p>		<p>Drugs Seized.....marijuana, various vet drugs Money Seized.....0 Vehicles Seized.....0</p>	
<p>Crimes Reported This Month:</p>	<p>Arson0 Burglary - Residence.....3 Burglary - Business6 Burglary - Vehicle.....5 Criminal Mischief.....10 Domestic Disturbances.....23 Disorderly Conduct4 Felony Theft20 Misdemeanor Theft30 Felony Assault.....0 Misdemeanor Assault.....4</p>	<p>False Info to Law Enforcement1 Harassment.....10 Indecent Exposure.....0 Kidnapping.....0 Murder.....0 Menacing.....0 Public Intoxication.....0 Public Lewdness0 Receiving Stolen Property1 Robbery.....0 Reckless Endangerment.....5</p>		<p>Rape0 Resisting Arrest1 Suicide0 Attempted Suicide2 Other Death Investigations.....0 Theft of Services.....0 Unauthorized Use of Services2 White Collar Crimes3 Weapon Offenses.....0</p>	

Report Approved: _____

David Carpenter, Chief of Police

CITY OF DAPHNE
FIRE DEPARTMENT MONTHLY REPORT
Report Period: May, 2005

	Current:	FY to Date:
Suppression:		
1-Fire/Explosion:		
10-Fire, Other	-	-
11-Structure Fire/Commercial	1	4
11-Structure Fire/Residential	-	14
12-Fire in Mobile Property used as fixed structure	-	-
13-Mobile Property (vehicle) Fire	4	17
14-Natural Vegetation Fire	4	22
15-Outside Rubbish Fire	1	6
16-Special Outside Fire	-	-
17-Cultivated Vegetable Crop Fire	-	-
2-Overpressure Rupture:	-	2
3-Rescue Call and Emergency Medical Service Incidents:	103	789
4-Hazardous Conditions (No fire):	5	39
5-Service Call:	16	121
6-Good Intent Call:	14	99
7-False Alarm & False Call:	7	67
8-Severe Weather & Natural Disaster:	-	-
9-Other Situation:	1	6
Total Emergency Calls:	129	1010
Monthly Total Calls:	155	1186
Response Time:		
Highest:	11	18
Lowest:	1	1
Average (Minutes/Seconds) :	5/06	4/58
Miscellaneous Reports:		
Training Hours	313.25	2,676.57
Property Loss - \$	100	285,046
Fire Personnel Injuries by Fire/Civilian Injuries by Fire	-/-	-/3
Child Passenger Safety Seat Inspections/Installations	22	114
Fire Prevention Awareness/Education:		
Classes	7	85
Persons Attending	1,779	5,417
Bureau of Fire Prevention:		
Plan Reviews	13	71
Final/Certificate of Occupancy	-	1
General/Annual Inspections	216	1390
Business Licenses	2	24
Consultations	-	3
All Other/Misc. Activities	1	6
Total Activities:	232	1495

Authorized by:

A. Mund Hanson

A. Mund Hanson

City of Daphne
Public Works Committee
May 27, 2005

I. Call to Order

The May meeting of the Public Works Committee was called to order at 8:08 a.m.

Present: Mayor Fred Small, Councilman Bailey Yelding, Councilwoman Cathy Barnette, Councilman John Lake, Ken Eslava, Stephanie Merchant, Scott Hutchinson

II. Public Correspondence and Participation

The committee reviewed and discussed the correspondence and the work request report for April 2005. Cathy Barnette inquired about trimming/maintenance of the crepe myrtles on Highway 98. Bailey Yelding reported a dangerous situation created by an overgrown oak tree causing a view obstruction at Dale Road and Highway 98. Ken Eslava informed the committee of plans to implement a "growth stunting" program for the oak trees located under power lines.

III. Old Business

The committee reviewed the minutes from the Public Works Committee meeting held April 29, 2005. Cathy Barnette motioned to approve the minutes; Bailey Yelding seconded the motion. The committee discussed the success of the equipment show and tell event and the employee appreciation luncheon.

IV. New Business

A. Street Request

Ken Eslava discussed with the committee the need to do away with one supervisor position and make two crew leader positions. Mr. Eslava informed the committee there will be \$22,000 difference, because two crew leaders can not be covered under the one supervisor position pay. The committee discussed the difference between supervisor and crew leader pay and duties.

V. Director's Report

A. Storm Water Authority

Ken Eslava informed the committee that the previous Council and Public Works Committee, had authorized him to research establishing a storm water authority. He asked the committee to authorize him to

resume researching the development of the storm water authority. Mr. Eslava discussed the legalities of a storm water authority for a class eight city in Alabama. Mr Eslava stated that he would obtain a legal opinion from Jay Ross. Cathy Barnette suggested that David Cohen call the league of municipalities, for an opinion, as opposed to Mr. Ross. The committee discussed the financial aspects of a legal opinion compared to Mr. Cohen researching the issue with the league of municipalities. *Cathy Barnette made a motion that David Cohen perform a study on the legalities of forming a storm water authority on behalf of the City of Daphne, and for him to report back his findings to the public works committee; Mr. Yelding seconded the motion.*

B. County Road 13

Ken Eslava informed the committee that Jay Ross, the County Attorney and the Attorney for the Board of Education are working together to finalize the contract, so the city can receive \$273,000 for the project.

C. Yancey Branch

Ken Eslava stated that there has been a lot of subjugation that has caused private property damage down stream. After the last event Larry Morris from NRCS, reviewed the situation and agreed to move forward with NRCS funding. Mr. Hutchinson informed the committee that \$10,000 was needed for permitting cost associated with the project. Mr. Eslava advised that the work will start at Main Street and go all the way up to the Bay, reestablishing the old creek bed. Cathy Barnette asked if everything had been eliminated upstream to eliminate future problems. Mr. Eslava advised he is working on the situations that he is aware of. The Committee discussed the past history of what had been done in this area. Mr Eslava stated that if the city does not move forward with something, and this looks like the proper process, the city is liable to face someone in federal court for not doing anything. The committee discussed the problems and the corrective process in detail. *Cathy Barnette made a motion to move forward with the NRCS project for Yancey Branch, not to exceed \$10,000 for permitting and research; John Lake second the motion.*

D. Recycling Program Update

Ken Eslava informed the committee the ADECA Grant, for apartment complexes with trailers, are now in place, and each door step has a recycle bin. Three of the 6 complexes have been covered. Mr. Eslava discussed with the committee the third cycle of grant. ADECA will come and visit in a week or two to review what we have in place. Mrs. Barnette discussed the cost of the project and asked if the project could

be performed at a cheaper cost. Committee discussed the other areas and what they are doing. The committee also discussed an electronics and hazardous waste collection program.

E. Street Resurfacing

Ken Eslava advised the Committee to go ahead and get their street resurfacing request in. Mr. Eslava informed the Committee that packets were distributed in each council's mailbox at city hall with forms to be completed. Mr. Eslava advised that when all information is gathered, he will have to work it into the budget. Mr. Eslava informed the committee that there is a proposed budget of 1.2 million.

F. County Road 64

Bailey Yielding asked Ken Eslava if County Road 64 had been given to the City. The Committee discussed repair work that needs to be performed on County Road 64. Mayor Small said that he was going to send the County a letter. Ken Eslava informed committee that the main work remaining on Highway 64 is a three lane, replacing the culvert, putting in rails and installing sidewalks.

G. Boys and Girls Club Damage

Mr. Eslava informed the committee that the City received \$4,500 from FEMA for hurricane damages to the park. He stated that the crew will begin cleanup and repairs on Tuesday, June 7. The Committee discussed the maintenance requirements of the facility.

H. Park City

John Lake ask about lights being installed at the basketball court. Park City Community Association is trying to raise money to build a building there. There is a grant for bathrooms for \$5,000. The committee discussed the economics of the community.

VI Solid Waste Authority

A. Ken Eslava informed the committee Bids will open Wednesday, June 8 for the new Garbage Truck.

VII Beautification Committee

A. Cathy Barnette asked had the Beautification Committee relocated.

VII Museum Committee

A. Ken Eslava reminded the committee about the Memorial Day ceremony - Sunday, May 29 - 2:00 p.m. Stephanie Merchant passed out programs to the committee.

VII Engineer Report

A. Tri-City Watershed Program

Scott Hutchinson informed that the Tri-City Grant is at a dead stop at this time. EPA representative said Foley only can count services. The grant is written for Daphne, Fairhope and Foley. Foley has drafted a letter stating all three cities are in it together. The Committee discussed the grant. Cathy Barnette ask about a study concerning the storm water system. Scott said study has already been done around 1997-1998 and he will give a copy to Cathy.

X Future Business

Ken Eslava received letter from the Commission approving street striping requests. The next Public Works Committee meeting will be held July 22 at 8:00 a.m.

XI Adjournment

The meeting adjourned at 9:15 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:

**April 25, 2005
CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING 6:00 P.M.**

1. CALL TO ORDER/ROLL CALL.

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

Also present – David Cohen and Lance LaCour

2. OLD BUSINESS

- a. Approval of February 28, 2005 Minutes

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

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

3. TREASURERS REPORT

Mr. Coulter gave the treasurer’s report with an ending balance of \$40,027.54.

Motion by Ms. Fassbender Seconded by Mr. Baldwin To accept the report.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

4. DAPHNE COMMERCE AND TECHNOLOGY CENTER

Letter from Sonny Nichols was discussed.

Motion by Mr. Coulter Seconded by Mr. Baldwin To approve having soil borings done at DCTC site for 5 borings on lots at a cost of \$500 each and 3 borings on the roadway at a cost of \$300 each for a total cost of \$3,400.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

Motion by Mr. Baldwin Seconded by Ms. Fassbender To approve paying for a new sign on the I-10 for \$550.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

A discussion on the need to modify the option for DCTC to be staggered to allow for the phasing of property of the park. This option is to be on the next agenda.

Motion by Mr. Coulter Seconded by Mr. Miller To authorize Mr. LaCour to

prepare AMEA loan document for \$200,000 for purchase of land and infrastructure.

ALL IN FAVOR

NONE OPPOSED

MOTION CARRIED

Also discussed was a industrial access road grant for project HiTek and park covenants.

Motion by Ms. Fassbender Seconded by Mr. Miller To have a artist rendition of the DCTC up to \$1000 to be split with Sonny Nichols.

ALL IN FAVOR

NONE OPPOSED

MOTION CARRIED

5. OTHER BUSINES

6. ADJOURN

Motion by Mr. Miller Seconded by Ms. Fassbender To adjourn.

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

Respectfully Submitted,

David L. Cohen, Secretary

Approved:

Jack Ehlenberg, Chairman

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MAY 26, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

SUMMARIZATION OF MINUTES:

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CALL TO ORDER:

The Chairman stated the number of members present constitutes a quorum and the regular meeting of the City of Daphne Planning Commission was called to order at 6:05 p.m.

CALL OF ROLL:

Members Present:

Fred Small, Mayor
Larry Chason
Warren West, Vice Chairman
Ken Day, Chairman
John Coulter, Secretary
Cathy Barnette, Councilwoman
Ed Kirby

Members Absent:

Jeff Carrico

Staff Present:

William H. Eady, Sr., Director of Community Development
Jan Dickson, Planning Coordinator
Jay Ross, Attorney
Tim Fleming, Associate Attorney

The Chairman stated the first order of business is the call to order. Please let the record reflect Mr. Carrico is absent and the Commission has one position vacant. The next order of business is approval of the minutes.

APPROVAL OF MINUTES:

The minutes of the March 24 and April 28, 2005 regular meeting were considered for approval. A copy of the minutes was furnished to us previously. If there are no additions, deletions, or corrections at this time, the Chair will entertain a motion.

A **Motion** was made by Mr. West and **Seconded** by Mr. Coulter **to approve the minutes of March 24, 2005 regular meeting minutes. The Motion carried unanimously.**

THE CITY OF DAPHNE
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A **Motion** was made by Ms. Barnett and **Seconded** by Mayor Small **to approve the April 28, 2005 regular meeting minutes. The Motion carried unanimously.**

OLD BUSINESS:

The Chairman stated the next order of business under old business is site plan review for Regal-Brown, Inc. Warehouse.

SITE PLAN REVIEW:

File S05-08:

**Site: Pollard Road L.L.C. Warehouse
(Formerly known as Regal-Brown, Inc. Warehouse)**

Location: 26974 Pollard Road, Northeast of the intersection of
Pollard Road and Bellue Lane

Area: 3.31 Acres +

Owner: Pollard Road, L.L.C.

Engineer: Charles E. Bassett, P.E.

An introductory presentation was given by Mr. Charles Bassett, P.E., requesting site plan review for the placement of warehouse facility located at 26974 Pollard Road. This is relatively a simple site plan, but one issue discussed at the last meeting was the addition of a fire hydrant within five hundred feet of all points of the building. As per the site plan displayed a fire hydrant has been added; therefore, we are asking for approval.

The Chairman stated 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 Mr. West and **Seconded** by Ms. Barnette **to approve the Site Plan for Pollard Road L.L.C. Warehouse (formally known as Regal-Brown, Inc. Warehouse).**

Upon roll call vote, the Motion carried.

Mayor Small Aye
Mr. Chason Aye
Mr. West Aye
Mr. Day Aye
Mr. Coulter Aye
Ms. Barnette Aye
Mr. Kirby Abstain

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The Chairman stated the next order of business is a revised final plat review for Oak Creek Subdivision.

FINAL PLAT REVIEW:

File SDF05-01: (REVISION)

**Subdivision: Oak Creek Subdivision
(Formerly known as Sylvan Knoll)**

Location: On the South side of U. S. Highway 90, West of County Road
13
Area: 21.84 Acres \pm , (34) Lots
Owner: MAJ, LLC
Engineer: Hutchinson, Moore & Rauch - Ray Moore or Scott Hutchinson

An introductory presentation was given by Mr. Ray Moore, representing Hutchinson, Moore & Rauch, requesting revised final plat approval for a twenty-one point twenty-three acre subdivision consisting of fifty-six lots located on the South side of U.S. Highway 90 immediately West of County Road 13. You have already given final plat approval to this subdivision on March 24, 2005 due to the fact we had given a performance bond for the portion of the improvements not completed. At this time, the owner wishes to decrease the density of the lots and is asking for the approval of a revised plat. Although the plat has been recorded, the City has not accepted the streets and drainage and will not do so until the completion of the improvements. I will be happy to answer any questions you may have.

Mayor Small commented on the environmental issues surrounding the development of this subdivision and its adverse effect on the neighboring properties, as well as, the adjacent waterway. He requested the Planning Commission adopt an errors and omissions ordinance for the City of Daphne in which engineers will be subject to prior to the acceptance of a final plat and a performance bond for streets and drainage. This would allow the correction of all of the defects involved in the development of the subdivision prior to acceptance of the streets and drainage by the City Council for the City of Daphne.

The Chairman stated he has been contacted with regard to public participation and since this action does not require it he was inclined not to allow it at this time.

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Ms. Barnette stated she would like to ask the audience how many of the adjacent property owners would like to speak on this matter.

The Chairman stated he was not inclined to recognize public participation at this time, but that he had spoken to a gentleman and told him if he wished to stay until the completion of the agenda items the Commission would allow him to speak. Do any of the Commissioners or Mr. Eady have any other questions or comments? If there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. West and **Seconded** by Mr. Coulter **to grant Revised Final Plat approval to Oak Creek Subdivision (formerly known as Sylvan Knoll). The Motion carried unanimously.**

The Chairman stated the next order of business is preliminary/final plat review for Oak Knowle Subdivision.

PRELIMINARY/FINAL PLAT REVIEW:

File SDPF05-08:

Subdivision: Oak Knowle

Location: Cummings Lane and Main Street
Area: 3.8 Acres +, (3) lots
Owner: Joseph D. Williams
Engineer: Moore Surveying - Seth Moore

An introductory presentation was given by Mr. Seth Moore, representing Moore Surveying, requesting preliminary/final plat approval of a three-point eight acre subdivision consisting of three lots located near the intersection of Cummings Lane and Main Street. I will be happy to answer any questions you may have.

The Chairman stated 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. West **to approve the Preliminary/Final Plat for Oak Knowle Subdivision.**

Upon roll call vote, the Motion failed.

Mayor Small Aye
Mr. Chason Nay
Mr. West Aye

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Mr. Day	Aye
Mr. Coulter	Abstain
Ms. Barnette	Nay
Mr. Kirby	Aye

Mr. Ross, the attorney, stated there were four ayes, two nays, and one abstention; therefore, the subdivision was denied. Mr. Chairman, if a subdivision is denied, the Commission must outline for the applicant the reasons for the denial so he may address those issues.

Ms. Barnette stated I feel this subdivision is not consistent with the City of Daphne Land Use and Development Ordinance and has the potential for further legal problems.

Mr. Chason stated I agree. I see the potential for future title problems.

Mayor Small asked if we revised the City of Daphne Land Use and Development Ordinance to add lanes to this section do you think this would solve the problem with this subdivision.

Mr. Kirby asked Mr. Ross if he felt as if the denial of this subdivision required outlining the reasons for our action.

Mr. Ross stated a denial, according to the City of Daphne Land Use Ordinance, requires you to state the reasons for your action.

The Chairman suggested the Commission looking at this section of the ordinance for a possible revision to eliminate this problem in the future.

Mr. Ross stated he would review this section of the ordinance for the revision.

The Chairman stated the next order of business is a vacation of easement review for Bay Village Homeowner's Association.

PETITIONS:

VACATION OF EASEMENT:

File VE05-01: Bay Village Homeowner's Association

Location: The request, if approved, would authorize the vacation of easement(s) as follows:

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Commencing at a point on the Western right-of-way of U.S. Highway 98 (4 lanes) where it is intersected by the North line of Lot 2, Louis D' Olive Estate Division, Township 5 South, Range 2 East, Baldwin County, Alabama; run 89 degrees 55 minutes 42 seconds West along said North line of Lot 2, 805.98 feet; thence run North 00 degrees 56 minutes 45 seconds East 573.28 feet; thence run North 10 degrees 56 minutes 06 seconds West 301.29 feet to the point of beginning of the easement herein described; thence continue North 10 degrees 56 minutes 06 seconds West 400.00 feet; thence run South 54 degrees 18 minutes 53 seconds West 55.06 feet; thence run South 10 degrees 56 minutes 06 seconds East 359.70 feet; thence run South 81 degrees 54 minutes 23 seconds East 52.89 feet to the point of beginning and containing 0.436 acres, more or less.

Petitioner: Owner(s)
Engineer: Hutchinson, Moore & Rauch - Ray Moore

An introductory presentation was given by Mr. Ray Moore, representing Hutchinson, Moore & Rauch, and I am the representative for the Bay Village Homeowners' Association. He reiterated this is not a public easement. We would like to vacation a portion of the access easement by legally drawing up the papers to do so. The bluff line encroaches on the North side of the Sea Cliff North Condominium property and if the subject property is purchased and transferred, the owner will provide an access easement to the South in order to maintain the bluff. There was some question regarding our proposed plans for the property. The owner is proposing to construct a three-lot subdivision with a common area on the South side. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners have any questions or comments. The action before this body is a recommendation to the City Council for the vacation of the easement. At this point, the Chair will open the floor to public participation for adjoining property owners or anyone who may have an interest in this. If you come to the microphone to speak, then identify yourself for the record.

Mr. John Lake, a property owner of Sea Cliff North Condominiums, commented on the preservation of the bluff area and the traffic impact from the development.

Mr. Brice Cocke, a member of the board of directors for Lake Forest Subdivision, commented on the original purpose for the access easement, the

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acquisition of Yacht Club Drive, maintenance of the bluff area, and the traffic impact caused by the development of residential homes on this site. The Lake Forest Property Owners' Association does not have a problem with the vacation of the easement. We gave them an easement to this property being a good neighbor so they could use it. I think the problem is that Sea Cliff does not want any more development in this area, but I can assure you I am going to have a lot more people than that coming to events we are going to have at the Lake Forest Yacht Club.

Mr. Gary Winset, a property owner of Sea Cliff North Condominiums and member of the property owners' association, commented on the present instability and cost of maintaining the bluff.

Mr. Art Myers, a property owner of Sea Cliff North Condominiums, reiterated the comments made by Mr. Winset.

Mr. Scott Cook, a property owner Sea Cliff North Condominiums and geologist, commented on the composition and instability of the bluff.

Mr. Jim Pellam, a property owner of Sea Cliff North Condominiums, stated I am a retired civil engineer. He referenced the survey and commented on the numerous storm drain and utility items which have not been shown on the survey. If the easement is vacated, then the utilities and storm water pipes which lie in this easement would not be maintained. The purpose of an easement is for maintaining the utilities; therefore, I do not think you would want to vacate the easement. The other thing that I would like to comment on is the instability of the bluff if the easement is vacated. The storm water that drains from Sea Cliff North condominiums on the bluff side or in the pipes located under the bluff. There is also a contribution from Sea Cliff South Condominiums. I would guess that it is more than fifty percent of the storm water. There is also a contribution from East Bay Condominiums.

An adjacent property owner commented on the existing drainage problems, instability of the bluff, existing traffic problems caused by a winding road with three ninety-degree angle turns.

The Chairman stated does anyone else have any comments. He closed public participation. Do any of the Commissioners have any further questions or comments? He stated the attorney has requested that the Planning Commission convene into executive session to discuss the matter at hand.

A **Motion** was made by Ms. Barnette and **Seconded** by Mayor Small **to retire into executive session at 7:00 p.m. The Motion carried unanimously.**

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The pavement within the subdivision has been constructed, as well as, the utilities which are served by the Utilities Board of the City of Daphne.

A performance bond has been posted for the remainder of the improvements so we may ask for final plat approval. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Mr. Kirby and **Seconded** by Ms. Barnette **to grant Final Plat approval to Daphne Commercial Park, Phase II. The Motion carried unanimously.**

The Chairman stated the next order of business is final plat review for Historic Malbis Subdivision, Phase III-A.

File SDF05-07:

Subdivision: Historic Malbis, Phase III-A

Location: Northeast of the intersection of U.S. Highway 90 and Alabama Highway 181 on the West side of Saint Barbara Street

Area: 4.47 Acres +, (8) lots

Owner: Historic Malbis Development Corporation - Dave Taylor

Engineer: Hatch Mott MacDonald - Russell Lomax

An introductory presentation was given by Mr. Lomax, representing Hatch Mott MacDonald, requesting final plat approval of a four-acre subdivision consisting of eight lots located Northeast of the intersection of U.S. Highway 90 and Alabama Highway 181 on the West side of Saint Barbara Street. The development of the subdivision is comprised of an existing roadway known as Saint Barbara Street and the installation of additional sanitary sewer and water lines. The only thing that had to be constructed was the alley ways behind each lot. The out parcel to the East is going to be sold to Bay Community Ministries Church and parcel to the North is where we will construct the next phase of this subdivision. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair will entertain a motion.

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A Motion was made by Mr. West and **Seconded** by Ms. Barnette **to grant Final Plat approval to Historic Malbis Subdivision, Phase III-A. The Motion carried unanimously.**

The Chairman stated the next order of business is final plat review for Avalon Subdivision, Phase III.

File SDF05-06:

Subdivision: Avalon, Phase III

Location: The South side of Highway 54 West, approximately 1,500 feet West of Highway 54 East at the South terminus of Halycon Loop in Avalon Subdivision, Phase II

Area: 47.60 Acres \pm , (64) lots

Owner: Avalon Development, L.L.C. - Rance Reehl

Engineer: Hatch Mott MacDonald - Rusty Lomax

An introductory presentation was given by Mr. Lomax, representing Hatch Mott MacDonald, requesting final plat approval of a forty-seven acre subdivision consisting of sixty-four lots located the South side of Highway 54 West approximately one thousand five hundred feet West of Highway 54 East at the South terminus of Halycon Loop in Avalon Subdivision, Phase II. I will be happy to answer any questions you may have.

Mr. Chason questioned the size and the buildable area for lot 104 located on the Southeast side of the subdivision.

Mr. Lomax stated this is the smallest lot in the subdivision, however, we configured this lot according to the setbacks and the wetland area. We did not wish to mitigate any more land to accommodate the subdivision so we made an adjustment to this lot.

Mr. Chason commented on the recreational area and questioned whether or not it was sufficient. He suggested the owner consider using lot 104 as additional common or recreational area.

Mr. Rance Reehl, the owner, stated he had already lost one lot to recreational area and did not wish to give up another unless the subdivision does not meet the requirements.

The Chairman stated the subdivision does meet the requirements as submitted. Do any of the Commissioners or Mr. Eady have any questions or comments? If there is no objection, the Chair will entertain a motion.

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A Motion was made by Mr. Kirby and **Seconded** by Mr. West **to grant Final Plat approval to Historic Malbis Subdivision, Phase III-A. The Motion carried. Mr. Coulter abstained.**

The Chairman stated the next order of business is preliminary/final plat review for ESCC South Subdivision.

PRELIMINARY/FINAL PLAT REVIEW:

File SDPF05-10:

Subdivision: ESCC South

Location: Southeast of the intersection of Lawson Road and County Road 13

Area: 10 Acres +, (2) lots

Owner: Eastern Shore Christian Center - Tony Legear, Senior Pastor

Engineer: Moore Surveying - Seth Moore

An introductory presentation was given by Mr. Seth Moore, representing Moore Surveying, requesting preliminary/final plat approval of a ten-acre subdivision consisting of two lots located Southeast of the intersection of Lawson Road and County Road 13. A portion of the property owned by the Eastern Shore Christian Center is located within the city limits, and the other portion is in the county. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation. With no adjacent property owners present, he closed public participation. If there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. Kirby and **Seconded** by Mr. Coulter **to grant Preliminary/Final Plat approval to ESCC South Subdivision. The Motion carried unanimously.**

The Chairman stated the next order of business is preliminary/final plat review for Tristan Lazzari Farms Subdivision.

File SDPF05-12:

Subdivision: Tristan Lazzari Farms

Location: On County Road 64, Southeast of Rolling Meadows Subdivision

Area: 36.75 Acres +, (2) lots

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Owner: _____ Tristan Lazzari
Engineer: Engineering Development Services - David Diehl

An introductory presentation was given by Mr. Diehl, representing Engineering Development Services, requesting preliminary/final plat approval of a thirty-six acre subdivision consisting of two lots located on County Road 64 Southeast of Rolling Meadows Subdivision. As per the comments made at the work session last week, my client has asked we revise his plat to change the acreage to an eleven and twenty-five acre parcel, respectively. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation. With no adjacent property owners present, he closed public participation. He read a letter that was presented from an adjacent property owner who voiced his opposition to the subdivision. If there is no objection, the Chair will entertain a motion.

Mr. Diehl stated he was aware of the letter and had spoken to the property owner regarding those concerns.

A Motion was made by Mr. Chason and **Seconded** by Mr. Kirby **to grant Revised Preliminary/Final Plat approval to Tristan Lazzari Farms Subdivision. The Motion carried unanimously.**

The Chairman stated the next order of business is preliminary/final plat review for Mellon Court Subdivision.

File SDPF05-11:

Subdivision: Mellon Court

Location: On the South side of Red Gulley Drive, East of Woodbridge Drive
Area: 2.12 Acres ±, (3) lots
Owner: Thomas Galloney
Engineer: Hutchinson, Moore & Rauch - Ray Moore

An introductory presentation was given by Mr. Ray Moore, representing Hutchinson, Moore & Rauch, requesting preliminary/final plat approval of a two-acre subdivision consisting of three lots located on the South side of Red Gulley Drive immediately East of Woodbridge Drive. Water and gas utilities will be furnished by the Utilities Board of the City of

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MAY 26, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

SUMMARIZATION OF MINUTES:

THIS DOCUMENT IS A SUMMARIZATION OF THE MINUTES OF CITY OF DAPHNE PLANNING COMMISSION MEETING AND IS TO BE USED FOR REVIEW PURPOSES ONLY. THE OFFICIAL MINUTES OF THIS MEETING MAY BE OBTAINED IN THE CITY CLERK'S OFFICE UPON APPROVAL.

Daphne. There is no sanitary sewer near the subdivision; therefore, the sewer for the subdivision will be an individual septic system. I will be happy to answer any questions you may have.

Mr. West stated that he was opposed to having a septic system near the bay and the subdivision should be connected to sanitary sewer.

Mr. Moore stated it is not available in this area. The lots in this subdivision have been approved by the Baldwin County Health Department for an individual septic system. My client could put in dry lines until such time sanitary sewer is available.

Mr. West commented on the signage for the sale of the lots which had been placed on the lots. The brochures and signage should not be placed on the lots until such time the subdivision has received final approval. He commented on the cost of each lot and stated the subdivision should have sanitary sewer for this price.

Mr. Chason questioned whether or not lot 3 had sufficient buildable area.

Mr. Moore stated the subdivision is located in the county, not the corporate limits and the county has accepted lot 3.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation. With no adjacent property owners present, he closed public participation. He read a letter that was presented from an adjacent property owner who voiced his opposition to the subdivision. If there is no objection, the Chair will entertain a motion.

Mr. Moore stated upon discussion with his client, he has agreed to install sanitary sewer, but for this subdivision only.

A **Motion** was made by Ms. Barnette and **Seconded** by Mayor Small **to grant Preliminary/Final Plat approval to Mellon Court Subdivision. The Motion carried unanimously.**

The Chairman stated the next order of business is master plan review for TimberCreek Village.

An introductory presentation was given by Mr. Benham, representing Rester & Coleman Engineers, requesting master plan review for TimberCreek Village. The master plan consists of a section of retail shops, Walgreens, and several out parcels.

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A Motion was made by Mr. Kirby and **Seconded** by Mr. Chason **to approve the Master Plan for TimberCreek Village. The Motion carried unanimously.**

The Chairman stated the next order of business is preliminary/final plat review for the Resubdivision of Lot 1, TimberCreek Village.

File SDPF05-13:

Subdivision: Resubdivision of Lot 1, TimberCreek Village

Location: Northeast corner of TimberCreek Development, Southwest corner of Alabama Highway 181 and Highway 31
Area: 10.3 Acres ±, (3) lots
Owner: Baldwin Development, L.L.C.
Engineer: Rester & Coleman Engineers - Richard Benham or Joel Coleman

An introductory presentation was given by Mr. Benham, representing Rester & Coleman Engineers, requesting preliminary/final plat approval of a ten-acre subdivision consisting of three lots located at the Northeast corner of TimberCreek Development Southwest of Alabama Highway 181 and Highway 31. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation. With no adjacent property owners present, he closed public participation. If there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. West and **Seconded** by Mr. Kirby **to grant Preliminary/Final Plat approval to the Resubdivision of Lot 1, TimberCreek Village. The Motion carried unanimously.**

The Chairman stated the next order of business is site plan review for TimberCreek Village, Phase One.

SITE PLAN REVIEW:

File S05-10:

Site: TimberCreek Village, Phase One

Location: Northeast corner of TimberCreek Development, Southwest corner of Alabama Highway 181 and Highway 31
Area: 2.5 Acres ±
Owner: Baldwin Development, L.L.C.
Engineer: Rester & Coleman Engineers - Richard Benham or Joel Coleman

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An introductory presentation was given by Mr. Benham, representing Rester & Coleman Engineers, requesting site plan review for the placement of a retail shop facility located at the Northeast corner of TimberCreek Development Southwest of Alabama Highway 181 and Highway 31. I will be happy to answer any questions you may have.

The Chairman stated 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. Coulter **to approve the Site Plan for TimberCreek Village, Phase One. The Motion carried unanimously.**

The Chairman stated the next order of business is site plan review for Walgreens at TimberCreek Village.

File S05-13:

Site: Walgreens at TimberCreek Village

Location: Northeast corner of TimberCreek Development, Southwest corner of Alabama Highway 181 and Highway 31

Area: 1.5 Acres +

Owner: Baldwin Development, L.L.C.

Engineer: Rester & Coleman Engineers - Richard Benham or Joel Coleman

An introductory presentation was given by Mr. Benham, representing Rester & Coleman Engineers, requesting site plan review for the placement of a retail and pharmacy facility located at the Northeast corner of TimberCreek Development Southwest of Alabama Highway 181 and Highway 31. I will be happy to answer any questions you may have.

The Chairman stated 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. Kirby **to approve the Site Plan for Walgreens at TimberCreek Village. The Motion carried unanimously.**

The Chairman stated the next order of business is site plan review for McDonalds Retail Development.

File S05-12:

Site: McDonalds Retail Development

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Location: _____ Southeast corner of TimberCreek Development, Southwest corner of Alabama Highway 181 and Interstate 10
Area: 2.22 Acres +
Owner: Crutchfield Holdings, L.L.C.
Engineer: Rester & Coleman Engineers - Richard Benham or Joel Coleman

An introductory presentation was given by Mr. Benham, representing Rester & Coleman Engineers, requesting site plan review for the placement of a retail restaurant facility located at the Southeast corner of TimberCreek Development Southwest of Alabama Highway 181 and Interstate 10. I will be happy to answer any questions you may have.

The Chairman stated 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. West **to approve the Site Plan for McDonalds Retail Development. The Motion carried unanimously.**

The Chairman stated the next order of business is site plan review for the Little Lambs Day Care Facility.

File S05-11:

Site: Little Lambs Day Care Facility

Location: Northwest of the intersection of Whispering Pines and Pollard Roads, Lot 2 of Daphne Commercial Park, Phase 2
Area: 33,637 Square feet +
Owner: Project 64, L.L.C. - Rance Reehl
Agent: Mike McIntyre
Engineer: Frank Dagley & Associates - Frank Dagley or Patrick Tolbert

An introductory presentation was given by Mr. Tolbert, representing Frank Dagley & Associates, requesting site plan review for the placement of a child care facility located Northwest of the intersection of Whispering Pines and Pollard Roads on Lot 2 of Daphne Commercial Park, Phase 2. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners have any questions or comments. If there is no objection, the Chair will entertain a motion.

Ms. Barnette questioned the placement of a child care facility in a commercial/industrial subdivision.

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Mr. Eady stated the placement of the day care had been approved by the Board of Zoning Adjustment.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. West **to approve the Site Plan for Little Lambs Day Care Facility. The Motion carried unanimously.**

The Chairman stated the next order of business is public participation for Oak Creek Subdivision

PUBLIC PARTICIPATION:

The Chairman stated the next order of business is the request for a presentation by Mr. Hooker of Donnette Loop, an adjacent property of Oak Creek Subdivision (formerly known as Sylvan Knoll). He commented on the damage that had been caused by the construction of the subdivision with regard to erosion and sediment control involving the waterway near his home.

Mayor Small comments requiring an error and omissions policy for engineers and suggested a one hundred foot buffer be placed between subdivision developments and waterways for preservation of the environment. He commented on the damage which was caused by this development to the adjacent properties. Although the subdivision has final approval, the streets and drainage will still have to be accepted for maintenance by the City Council. The problems which exist currently will have to be rectified before that happens.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Chason **to adopt an errors and omissions policy. The Motion carried unanimously.**

Ms. Barnette stated the width of the buffer zone for the subdivision should be of sufficient width to protect the watershed.

Mr. Eady stated the City of Daphne has in place a Flood Plain Ordinance of which could be revised to address these concerns.

The Chairman stated the next order of business is the Planning Commission discussion.

PLANNING COMMISSION DISCUSSION:

Ms. Barnette stated there are several issues before this Commission that I would like to discuss. The Commission has discussed and elected to reduce

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the Planning Commission minutes to a summarization of the proposed action taken by the Commission rather than verbatim.

The Chairman stated 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. Chason **to adopt reducing the minutes of Planning Commission to a summarization rather than verbatim. The Motion carried unanimously.**

Ms. Barnette stated the next item is the removal of the lines for the petition of annexation form which allows an applicant to ask for a zoning designation other than R-1, Low Density Single Family Residential.

The Chairman stated 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 **for the removal of the lines for the petition of annexation form which allows an applicant to ask for a zoning designation. The Motion carried unanimously.**

Ms. Barnette announced that the meeting of the Planning Commission for the proposed condo overlay zone is scheduled for June 10, 2005 at 9:00 to 10:30 a.m. in the Council Chambers meeting room.

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

ATTORNEY'S REPORT:

Mr. Ross, Attorney, stated no report.

The Chairman stated thank you.

ADJOURNMENT:

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair will entertain a motion to adjourn.

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

There being no further business, the meeting was adjourned at 8:30 p.m.

Respectfully submitted by:

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
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Jan Dickson, Planning Coordinator

APPROVED: June 23, 2005

Kenneth Day, Chairman

**CITY COUNCIL MEETING
MAYOR'S REPORT**

NOTES:

CITY OF DAPHNE PARADE PERMIT

ORGANIZATION:	<i>Shriners</i>
CONTACT PERSON:	<i>Joe Crumpton</i>
ADDRESS:	<i>P. O. Box 225 507 Belrose Avenue</i>
PHONE NUMBER (HOME): PHONE NUMBER (BUSINESS):	<i>626-2515</i>
TYPE OF PARADE:	<i>Parade for Candidates for Membership</i>
DATE OF PARADE:	<i>October 28, 2005</i>
ROUTE TO BE TRAVELED:	<i>Start at Santa Rosa and Main - Go South on Main - turn Around at City Hall Through Parking Lot and back to Santa Rosa</i>
APPROXIMATE # OF PEOPLE & CARS:	<i>15 cars</i>
START TIME:	<i>9:30 a.m.</i>
STOP TIME:	<i>10:30 a.m.</i>
ASSEMBLY AREA/STREET:	<i>Santa Rosa by School</i>
ASSEMBLY TIME:	<i>9:00 a.m.</i>
SPECIAL REQUEST:	<i>Block Main Street & Direct Traffic</i>
APPROVAL	
POLICE: Chief David Carpenter:	<i>David Carpenter</i>
FIRE: Chief Mund Hanson	<i>Mund Hanson</i>
PUBLIC WORKS: Ken Eslava	<i>Ken Eslava</i>
CITY COUNCIL:	
SPECIAL INSTRUCTIONS:	
DATE ROUTED:	<i>June 14, 2005</i>
NOTIFICATION:	

CITY ATTORNEY'S REPORT

NOTES:

DEPARTMENT HEAD'S COMMENTS

**DAPHNE CITY COUNCIL
AGENDA REQUEST**

Date of Meeting: June 20, 2005
Name: Andrew Rodriguez
Address: 106 Dewitt Cir
Phone: 251-621-1973

Reason for Request: Permission to have tree removed from property. This is a WATER OAK Approx 10' high with a diameter of 30"-36".

NOTE: All request must be submitted by 12:00 noon on Wednesday prior to Council meeting.

DAPHNE CITY COUNCIL
AGENDA REQUEST

Date of Meeting: 6/20/05
Name: Annette / Jim Lay
Address: 6490 Haley's Lane
Phone: 626-6097
Reason for Request: sewer hook-up exception

NOTE: All request must be submitted by 12:00 noon on Wednesday prior to Council meeting.

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

NOTES:

RECOMMENDATIONS

COUNCIL COMMENTS:

RESOLUTION 2005-44

**Acceptance of Streets and Drainage
Located in Bellaton Subdivision, Phase One**

Whereas, the City Council of the City of Daphne, Alabama has received notice that the Planning Commission of Daphne has given Final Plat approval to Bellaton Subdivision, Phase One on December 16, 2004 and the City of Daphne hereby recommends acceptance of said street located in Bellaton Subdivision, Phase One; and,

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

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

Whereas, the Belforest Water Authority and Baldwin County Sewer Authority have accepted the utilities of Bellaton Subdivision, Phase One; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS, that Bellaton Subdivision, Phase One according to the plat by Engineering Development Services as recorded in the Judge of Probate, Baldwin County, Alabama, and said streets being named Bella Drive, Kasey Court, Tybee Circle, and Waterford Street are hereby accepted by the City of Daphne, Alabama as a city street for maintenance.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE 20TH DAY OF JUNE, 2005.

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

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

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

ATTEST:

DAVID L. COHEN, CITY CLERK, MMC

**RESOLUTION 2005-45
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:

Kim Briley, Finance Director, Government Finance Officers Association Conference, June 24-29, 2005, San Antonio, TX - \$210

Suzanne Henson, Sr. Accountant, Government Finance Officers Association Conference, June 24-29, 2005, San Antonio, TX - \$210

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 17th - - day of May, 2005.

Greg Burnam
Council President
Date & Time Signed:_____

Fred Small
Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION NO. 2005- 46
2005-Q-LINEN RENTAL SERVICES

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 \$7,500; and

WHEREAS, The City of Daphne acknowledges that the cost for the LINEN RENTAL SERVICES will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the LINEN RENTAL SERVICES and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the LINEN RENTAL SERVICES be awarded to American Linen Service Company (ALSCO) .

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 American Linen Service Company (ALSCO) for unit cost as bid herein and made a part hereof for BID SPECIFICATION NO. 2005-Q-LINEN RENTAL SERVICES.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 20th **day of** June **,2005.**

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk CMC

GENERAL SPECIFICATION SHEET
BID: 2005-Q-LINEN RENTAL SERVICES

All warranties must be stated on Bid Cost Sheet.
No oral, telegraphic, or telephonic bids or bid modifications will be considered.
A City of Daphne Business License must be obtained within ten days of bid award.

Bids may be withdrawn by written request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. The City reserves the right to reject any/or all bids and to waive formalities in the bidding.

If there is any reason for believing that collusion exists among the bidders, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Daphne.

The Bid will be awarded to a responsible Vendor with the lowest total bid that meets specifications. The bidder agrees to follow the City of Daphne's purchasing procedures which require a Purchase Order prior to delivery. The Vendor is responsible for printing the Purchase Order number on each billing invoice. The department placing the order is responsible for obtaining a Purchase Order. Credit card accounts are NOT ACCEPTABLE! Annual contracts requiring continual purchases throughout the year must be through the Purchase Order process and not a credit card account.

All bids must be of acceptable materials and good quality. Where a specific manufacturer is noted, all bidders should be aware that the brand name is used to indicate the desired quality and performance of the product that is desired by the City. The City reserves the right to determine if an equivalent product meets the standards desired by the City.

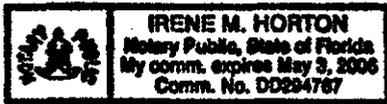
THE CITY RESERVES THE OPTION TO RENEW THE CONTRACT FOR A SECOND YEAR IF THE VENDOR AND CITY OF DAPHNE MUTUALLY AGREE IN WRITING PRIOR TO THE EXPIRATION OF THIS CONTRACT.

THE BIDDER ACKNOWLEDGES WITH THE SUBMISSION OF A BID THAT HE/SHE HAS REVIEWED THE TERMS AND CONDITIONS OF THIS BID AND ACCEPTS THEM.

THIS BID MUST BE NOTARIZED COMPANY: AlSCO

Sworn to and subscribed before me this 18th day of May, 2005.

BY: John Durham * (Personally Known)
Owner or Authorized Signature
JOHN DURHAM
(Please print name)



Mailing Address: 2900 NAVY BLVD

City: PENSACOLA State: FL

Phone: (850) 433-3106 Zip: 32505

Fax: (850) 434-7215 Fed Ident # 87-0252999

* Irene M. Horton
NOTARY PUBLIC

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED.

This bid must be returned in sealed envelope (by stated date/time) to:
City Of Daphne
Attention: Suzanne Henson
1705 Main St.
P. O. Box 400
Daphne, AL 36526

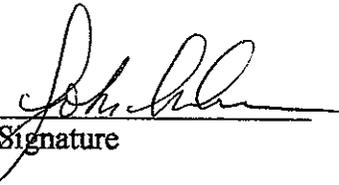
State available colors RED, Royal Blue, GREEN, BLACK, IVORY, NAVY

Toppers: Provide the following information for table toppers for 72" and 60" round tables.

Topper Size	Price Per Piece	Price Per 100	Available Colors
52x52	.7020	70.20	RED, Royal Blue, NAVY, BLACK GREEN, IVORY
Total	\$.7020	\$ 70.20	////////////////////////////////////

State Other Charges: 5% SERVICE CHARGE
3.99% VARIABLE FUEL SURCHARGE
ALL LINEN HAVE A 40% MINIMUM BASED ON INVENTORY

ALSCO (AMERICAN LINEN SERVICE COMPANY)
 Company


 Authorized Signature

2900 NAVY BLVD PENSACOLA, FL 32505
 Address

5/18/05
 Date

THE CITY OF DAPHNE-DAPHNE CIVIC CENTER
Deliver to 1705 Main Street or Mail to P.O. Box 400
Daphne, Alabama 36526

BID DOCUMENT : 2005-Q-LINEN RENTAL SERVICES

INTENT

Proposals are hereby requested for Linen Service for the Daphne Civic Center. Pertinent specifications are listed. Partial or incomplete bids will not be considered.

Suppliers are to indicate fabric specifications and available colors in bid information. Fabric samples in available colors are to be included in the bid packet if possible. Please price each item separately. Stop, special service charge, environmental charge, and all other charges must be included and listed separately in bid amount. It is not the intention to limit bidding on such items listed, but merely to indicate that the item proposed must meet these minimum standards. Any changes from specifications listed are to be stated and must be attached on a separate page. For additional information contact Sandra Morse, City of Daphne (334) 626-5300.

SCOPE:

Company must provide a weekly scheduled linen service based on the quantities listed below and provide occasional special orders on an as needed basis. The supplied linen must be clean with no holes, obvious repairs, frayed, and pulls. The company must replace, provide equivalent substitutes, or refunds for any item found to be defective. The company must deliver all linen to the stated drop site during regular working hours. The company must guarantee order flexibility between the City of Daphne and the Company. An adequate number of laundry bags must be supplied during drop off. Routine pick up of soiled linen must coincide with linen drop off. Prices must be guaranteed for the length of contract. Please bid the following linen based on a weekly inventory stock of white 100-90" square, or 100-85" square, 100-banquets (52"x114") and 200 napkins. Please note that quantities may vary below 100. State, which you do not service by checking "Do Not Comply":

90" Round-White
Comply: _____ ✓ _____ Do Not Comply: _____
List Other Colors: _____

90"x90" Square-White
Comply: _____ Do Not Comply: _____
List Other Colors: _____

RESOLUTION NO. 2005- 47
2005-R-AUTOMATED SIDELOADING GARBAGE COLLECTION TRUCK

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 \$7,500; and

WHEREAS, The City of Daphne acknowledges that the cost for the AUTOMATED SIDELOADING GARBAGE COLLECTION TRUCK will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the AUTOMATED SIDELOADING GARBAGE COLLECTION TRUCK and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the AUTOMATED SIDELOADING GARBAGE COLLECTION TRUCK be awarded to Ingram Equipment Co., 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 Ingram Equipment Co., LLC for a cost of \$165,688 as specified in BID SPECIFICATION NO: 2005-R-AUTOMATED SIDELOADING GARBAGE COLLECTION TRUCK.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 20th day of June, 2005

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk CMC

**RESOLUTION 2005- 48
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, AL City/Couty Management Association Summer Conference, June 29, 2005 - July 1, 2005, Orange Beach, AL - \$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 20th day of June, 2005.**

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk CMC

RESOLUTION 2005 - 49

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

WHEREAS, the City of Daphne has an inventory of used tires that are no longer required for public or municipal purpose; and

WHEREAS, these used tires are no longer safe to use for city operations and the storage of these tires is an environmental issue; and

WHEREAS, Alabama Department of Environmental Management (ADEM) requires disposal of used tires to be by transporters/handlers who are licensed for tire disposal service.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Daphne that the following procedures will be followed for the disposal of used tires:

- 1- Used Tires meeting the above criteria and that are recommended for disposal by the Public Works Department and approved by the Mayor are hereby declared to be surplus property. AND
- 2- The Mayor is authorized to dispose of such used tires (as ADEM requires) from time to time as he deems most appropriate. AND
- 3- The Mayor is authorized to enter into contracts for the disposition of all such used tires for disposal, recycling or other purposes.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this 20 day of June, 2005.

Greg Burnam, Council President

Date & Time Signed: _____

Fred Small, Mayor

Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk MMC

Resolution 2005- 50

Amending the Agreement with Utility Board- Sewer Projects

WHEREAS, Resolution 2000-71 was adopted on the 20th day of November, 2000 approving the Agreement between the City of Daphne and Utilities Board of the City of Daphne (hereinafter "Agreement"); and

WHEREAS, such Agreement was for various sewer projects approved and funded by the City of Daphne's 1999 Warrant Issue; and

WHEREAS, the Agreement appointed Mr. Art Rigas in his capacity as Director of Utilities as "Administrator" of such sewer projects; and

WHEREAS, Mr. Rigas is no longer serving as Director of Utilities, the City has determined that the Agreement shall be amended to name the General Manager of the Utility Board or his designee as "Administrator".

NOW, THEREFORE, the Agreement between the City of Daphne and the Utilities Board is hereby amended with the Utilities Board General Manager or his designee to be named as the "Administrator" for the purpose of coordinating sewer projects according to Resolution 2000-71:

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this 20 day of June , 2005.

Greg Burnam, Council President
Date & Time
Signed: _____

Fred Small, Mayor
Date & Time
Signed: _____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION 2005- 51

**Gatlin Hudson Architects, Inc.
Contract for City Hall Renovations & Additions**

WHEREAS, the Community Development Building was damaged during Hurricane Ivan and is it is not cost effective to repair; and

WHEREAS, additional new office space is required for city operations; and

WHEREAS, the City Council did heretofore authorize Fred Small in his capacity as Mayor to secure architectural services for renovations and additions to City Hall; and

WHEREAS, such services have been obtained and the City of Daphne has determined that the responsibilities of the City and Gatlin Hudson Architects, Inc. shall be setforth in written contract form.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne that the contract attached hereto and made a part hereof setting forth the agreement between the City of Daphne and Gatlin Hudson Architects, Inc. is hereby approved and the Mayor is hereby authorized to execute such agreement on behalf of the City of Daphne.

Greg Burnam, Council President

Date & Time Signed:_____

Fred Small, Mayor

Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk

**CITY OF DAPHNE
ORDINANCE NO: 2005-04**

**AN ORDINANCE AUTHORIZING OVERTIME COMPENSATION FOR SALARIED
EMPLOYEES and
SETTING FORTH ADMINISTRATIVE PAY POLICY
DURING DECLARED EMERGENCIES**

WHEREAS, the City Council of the City of Daphne, Alabama desires to promote the health, welfare, and safety of the citizens of the City of Daphne while fairly compensating the employees of the City of Daphne; and

WHEREAS, the City Council of the City of Daphne, Alabama has determined that in order to promote and maintain a peaceful community and the order of justice within the City of Daphne, it shall be necessary to compensate salaried employees for hours of work performed in excess of their normal 40 hour work week in times of emergencies existing in the City of Daphne and/or within the limits of police jurisdiction thereof as so declared by the Governor of the State of Alabama and ratified by the Mayor of the City of Daphne and/or such other competent authority; and

WHEREAS, the City Council of the City of Daphne, Alabama desires to promote the health, welfare, and safety of the citizens of the City by so ordering the authorization of emergency overtime pay for salaried employees during such declared emergencies affecting the City of Daphne.

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

SECTION I: DEFINITIONS: FOR THE PURPOSES OF THIS ORDINANCE THE FOLLOWING DEFINITIONS WILL APPLY.

(a) Salaried-exempt Employee: An employee whose job duties are of such a nature that they are covered by exemptions of the overtime provisions of the Fair Labor Standards Act.

(b) Administrative Pay: Administrative Leave With Pay as approved by the Mayor and provided to employees during declared states of emergencies as described in this ordinance.

SECTION II: COMPENSATION OF SALARIED-EXEMPT EMPLOYEES FOR OVERTIME WORK PERFORMED DURING STATES OF EMERGENCY AFFECTING THE CITY OF DAPHNE, ALABAMA.

(a) In the event of an emergency affecting the City of Daphne as declared by the Governor of the State of Alabama and ratified by the Mayor of the City of Daphne and/or such other competent authority, the Mayor may utilize salaried employees to aid the City during normal and extended work hours. In this event, salaried employees will be considered non-exempt (hourly) employees beginning when such state of emergency is declared and ending when such state of emergency is lifted. Exempt employees shall receive compensation at the rate of one and one-half (1 ½) times their “calculated hourly wage” for **each hour worked** in excess of 40 hours per week. “Calculated hourly wage” shall be determined by dividing the

salaried employee's annual salary by 2080. Exempt employees will not receive overtime pay for work during any portion of the pay period that is not during a declared state of emergency (ie: a maximum of 8 hours will be recognized for work days not falling within the time of the declared emergency).

SECTION III: ADMINISTRATIVE PAY DURING STATES OF EMERGENCY AFFECTING THE CITY OF DAPHNE, ALABAMA

Administrative time granted by the Mayor to City employees during declared emergencies will not be counted as *hours worked* in the calculation of hours eligible for overtime compensation. Employees who work on days declared as administrative time will receive administrative time pay as authorized by the Mayor as an addition to pay for the hours actually worked. Such administrative pay will be paid at the regular rate of pay.

SECTION IV: CONFLICT WITH OTHER ORDINANCES

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

SECTION V: SEVERABILITY

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

SECTION VI: EFFECTIVE DATE

This Ordinance shall be in full force and effect upon its adoption by the City Council of the City of Daphne.

APPROVED AND ADOPTED this _____ day of _____, 2005.

THE CITY OF DAPHNE

GREG BURNAM, COUNCIL PRESIDENT
Date & Time Signed: _____

FRED SMALL, MAYOR
Date & Time Signed _____

ATTEST:

DAVID COHEN, CITY CLERK, MMC

ORDINANCE 2005- 26

An Ordinance Appropriating Funds

City Hall Site Preparation, Survey & Engineering

WHEREAS, Ordinance 2004-31 approved and adopted the Fiscal Year 2005 Budget November 1, 2004; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2005 budget, the City Council has determined that certain additional appropriations are required and should be approved and made a part of the Fiscal Year 2005 budget; and

WHEREAS, the City Council has heretofore determined that building additions and/or improvements are necessary at the City Hall location.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2005 Budget is hereby amended to include a General Fund appropriation not to exceed \$ 10,000 for Site Preparation, Engineering, and Surveying of City Hall property.

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

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

ORDINANCE 2005- 27

An Ordinance Appropriating Funds

Yancey Branch Permitting

WHEREAS, Ordinance 2004-31 approved and adopted the Fiscal Year 2005 Budget November 1, 2004; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2005 budget, the City Council has determined that certain additional appropriations are required and should be approved and made a part of the Fiscal Year 2005 budget; and

WHEREAS, the City of Daphne is undertaking efforts to address storm water drainage issues; and

WHEREAS, the Yancey Branch area has encountered flooding during recent rainfall events as a result of siltation of the waterway; and

WHEREAS, the Natural Resources Conservation Service (NRCS) has indicated that the drainage problems at this location would qualify for federal remediation assistance; however, the City of Daphne is required to obtain required permits in addition to environmental and historical studies prior to submitting application for such federal funding.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2005 Budget is hereby amended to include a General Fund appropriation not to exceed \$ 10,000 for Yancey Branch permitting and studies, as required, prior to applying for federal remediation funding.

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

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk

ORDINANCE 2005- 28
An Ordinance Appropriating Funds
Buena Vista Drive

WHEREAS, Ordinance 2004-31 approved and adopted the Fiscal Year 2005 Budget November 1, 2004; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2005 budget, the City Council has from time to time determined that certain additional appropriations are required and should be approved and made a part of the Fiscal Year 2005 budget; and

WHEREAS, due to the poor road condition of Buena Vista Drive which is the result of continuous water line breakage and poor road construction, it is necessary to correct the design and resurface Buena Vista Drive; and

WHEREAS, such improvements are estimated to total \$ 40,000; and

WHEREAS, the City of Daphne and the Utilities Board of the City of Daphne have agreed to jointly work to complete the necessary repairs and improvements.

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

- 1) the Mayor is authorized to execute a contract with the Utilities Board of the City of Daphne for reimbursement (to the Utilities Board) of 40% (not to exceed \$ 16,000) of the contract amount, and
- 2) the Fiscal Year 2005 Budget is hereby amended to include a Four Cent Gas Tax Fund appropriation to the Utilities Board of the City of Daphne not to exceed \$ 16,000 for the design and paving of Buena Vista Drive.

Such amendment is contingent upon the execution of a contract between the City of Daphne and the Utilities Board of the City of Daphne.

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

Greg Burnam, Council President

Date & Time Signed:_____

Fred Small, Mayor

Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**CONTRACT FOR BUENA VISTA DRIVE
By and Between THE CITY OF DAPHNE
And the UTILITIES BOARD OF THE CITY OF DAPHNE**

THIS AGREEMENT made and entered into on this the _____ day of _____, 2005 by and between the City of Daphne (hereinafter "City") and the Utilities Board of the City of Daphne (hereinafter "Utility Board").

WHEREAS, the City and Utility Board have heretofore determined it to be in the best interest of the citizens of Daphne to work jointly to make certain road improvements to Buena Vista Drive; and

WHEREAS, the City and Utility Board desire to enter into an Agreement for improvements to Buena Vista Drive.

NOW, THEREFORE IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE CITY AND UTILITY BOARD DO COVENANT AND AGREE TO THE FOLLOWING:

1. The Utility Board shall, according to State of Alabama Bid Laws, procure services and enter into a contract for the repair of Buena Vista Drive.
2. The repairs to Buena Vista Drive will include, but not be limited to, design correction and resurfacing.
3. Upon completion of such repairs, the Utility Board will submit a Request for Reimbursement to the City accompanied by invoice copies.
4. Upon receipt and approval of the Request for Reimbursement, the City shall make reimbursement to the Utility Board equal to forty percent (40%) of the total project cost; however, such reimbursement will not exceed \$ 16,000.
5. Should this Agreement become unworkable or unsatisfactory to either party, either party may terminate this Agreement by giving a thirty (30) day written notice.

Contract for Buena Vista Drive (continued)
(page 2 of 2)

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

CITY OF DAPHNE

Fred Small, Mayor

ATTEST:

David L. Cohen, City Clerk

UTILIITES BOARD OF THE CITY OF DAPHNE

By:_____

ATTEST:

Title:_____

**CITY OF DAPHNE
ORDINANCE NO.: 2005- 29**

**AN ORDINANCE TO AMEND ORDINANCE NO. 2004-10 SETTING A
LICENSE FEE FOR ALL COMMERCIAL SUBCONTRACTORS DOING
BUSINESS IN OR WITH THE CITY OF DAPHNE, ALABAMA**

WHEREAS, the City Council of the City of Daphne, Alabama desires to promote the health, welfare and safety of the citizens of the City; and,

WHEREAS, the City Council of the City of Daphne, Alabama has determined that the current method of charging commercial subcontractors doing work in or with the City of Daphne, Alabama, as expressed in Ordinance No. 2004-10 does not treat all subcontractors equally and fairly; and

WHEREAS, the City Council of the City of Daphne, Alabama desires to treat commercial subcontractors fairly and equitably by charging a fee based on the value of their contract.

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

SECTION I. Section I.A.3.b as pertaining to permit fees for mechanical, electrical, plumbing and heating and air conditioning subcontractors is hereby deleted in its entirety, and in its place, the following paragraph shall be substituted therefore:

“All commercial HVAC, electrical and plumbing permits will be calculated at one percent (1%) of the sub-contractor’s total contract price.”

SECTION II: SEVERABILITY.

All remaining provisions of Ordinance 2004-10, as currently written and/or amended shall remain in full force and effect. The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of the Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independently of each other.

SECTION III: EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon its adoption by the City Council of the City of Daphne and publication as required by law.

APPROVED AND ADOPTED this _____ day of _____, 2005.

GREG BURNAM
COUNCIL PRESIDENT

DATE/TIME SIGNED: _____

FRED SMALL, MAYOR
THE CITY OF DAPHNE

DATE/TIME SIGNED: _____

ATTEST:

DAVID COHEN, CITY CLERK, MMC