

**CITY OF DAPHNE
CITY COUNCIL BUSINESS MEETING AGENDA
July 18, 2005**

- 1. CALL TO ORDER**
- 2. ROLL CALL/INVOCATION:
PLEDGE OF ALLEGIANCE:**
- 3. APPROVE MINUTES: July 5, 2005**

PRESENTATION: 2004 Jubilee Girls Court / Farewell

PRESENTATION: AL Coastal Foundation / Training Opportunities / Lee Yokel

4. REPORT STANDING COMMITTEES:

A. FINANCE COMMITTEE - Scott

Review minutes meeting held July 11th

- a.) Bid Award: **Resolution 2005-55**
 - 1.) Uniforms / Zoghby's Uniforms
- b.) Prepaid Travel: **Resolution 2005-54**
 - 1.) David L. Cohen / City Clerk / Municipal Clerks Training / Tuscaloosa, AL
 - 2.) Rebecca Hayes / Assistant City Clerk / Municipal Clerks Training / Tuscaloosa, AL
 - 3.) Ha Le Riggio / Court Administrative Tech / Magistrate Orientation & Certification / Tuscaloosa, AL
- c.) Appropriations:
 - 1.) \$1,000,000 De-Annexation Proceeds / **Ordinance 2005-32**
 - 2.) School Feasibility Study / **Ordinance 2005-33**
 - 3.) Authorize Site Containment Inspector / **Ordinance 2005-34**
 - 4.) Community Action Agency / **Ordinance 2005-35**
- d.) Motions:
 - 1.) Authorize re-structuring of Court Department
- e.) Resolutions: **Resolution 2005-56**
 - 1.) AIG Baker 3rd Amendment & Supplemental to the Development Agreement
- f.) Financial Reports:
 - 1.) Treasurers Report / June 30, 2005
 - 2.) Sales Tax Collection Graphs / May 31, 2005
 - 3.) Lodging Tax Collections / May 31, 2005
 - 4.) Ad Valorem Collections / June 30, 2005

B. BUILDINGS AND PROPERTY COMMITTEE- Lake

C. PLANNING/ZONING/CODE ENFORCEMENT - Barnette

D. PUBLIC SAFETY - Burnam

Review minutes meeting held July 5th

E. ORDINANCE COMMITTEE – Landry

Review minutes meeting held July 5, 2005

- a.) Cleanup Ordinance / **Ordinance 2005-30**
- b.) Abatement Ordinance / **Ordinance 2005-31**

F. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY – Yelding
Review minutes meeting held June 24th

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

- A. Board of Zoning Adjustments – Eady
- B. Downtown Redevelopment Authority -Barnette
- C. Industrial Development Board – Yelding
- D. Library Board - Lake
- E. Planning Commission – Barnette
Review minutes meeting held June 23rd
Review minutes meeting held June 30th
- F. Recreation Board - Burnam
- G. Utility Board - Scott
Introduce the new General Manager of Utilities / Rob McElroy

6. REPORTS OF THE OFFICERS:

- A. *Mayors Report*
 - a.) *Parade Permit / Baldwin County Bar Association Annual 5K Run*
- B. *City Attorney's Report*
- C. *Department Head Comments*

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

- a.) **Prepaid Travel / David Cohen / Rebecca Hayes / Ha Le Riggo. /Resolution 2005-54**
- b.) **Bid Award / Uniforms / Zoghby's Uniforms. /Resolution 2005-55**
- c.) **AIG Baker Development Agreement / Third Amendment and Supplement. /Resolution 2005-56**

ORDINANCES:

- a.) **Ordinance to Correct Certain Scrivener's Errors in Ordinance Numbers: 2003-12 and 2003-32, and to Amend Ordinance Number 2004-43 to Include Repealer /Ordinance 2005-30**
- b.) **Abatement Ordinance / Repeals 2004-15. /Ordinance 2005-31**
- c.) **Restricting the Use of Funds: \$1,000,000,000 De-Annexation Proceeds. /Ordinance 2005-32**

ORDINANCES CONTINUED

- d.) Appropriating Funds: School Feasibility Study...../Ordinance 2005-33**
- e.) Appropriating Funds: Site Containment Inspector...../Ordinance 2005-34**
- f.) Appropriating Funds: Community Action...../Ordinance 2005-35**

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; Jay Ross, City Attorney; 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; Capt. Captain David Wilson, Police Department; Sandra Morse, Civic Center Director; Ronnie Phillips, Building Inspection Director; Dale Foster, Librarian; Maria Nicholson, Recreation Department; Ed Kirby, Code Enforcement Officer; Helen Burdette; Administrative Assistant; Melvin McCarley, Public Works Supervisor; Willie Robison, BZA; Lon Johnston, Utility Board; Representative Randy Davis; Representative Joseph Mitchell.

Absent: Sharon Cureton, Human Resource Director;

3. APPROVE MINUTES:

**MOTION BY Mrs. Barnette to approve the minutes meeting held June 20, 2005.
Seconded by Mr. Scott .**

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

PRESENTATION: Mr. Michael Allegri / Director of Constituent Services /
Baldwin Legislative Delegation

Mr. Allegri introduced himself to the new Council and explained what his job is in relation to the State Representatives for Baldwin County. He asked the Council to call him with any questions they have regarding legislation in Baldwin County.

PRESENTATION: Mr. Tom Hess

Mr. Hess spoke in rebuttal to comments made by Councilman John Lake at the June 6th Council meeting regarding the seeming division of the city and Lake Forest.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE – Scott

No report. The next meeting will be next Monday at 5:00 p.m.

B. BUILDINGS AND PROPERTY COMMITTEE – Lake

No report.

C. PLANNING/ZONING/CODE ENFORCEMENT – Barnette

No report.

D. PUBLIC SAFETY/ORDINANCE COMMITTEE – Burnam

No report. Mr. Burnam asked the City Clerk to separate the two committees on the next agenda page.

E. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Yelding

The Committee met on June 24th and the minutes will be in the next Council packet.

Mrs. Barnette reported that she had three (3) volunteers for the Beautification Committee. Ms. Esther van Dam, Ms Marilyn O'Connor and Mr. Donald Ellis.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Eady

No meeting in July.

B. Downtown Redevelopment Authority – Barnette

No Report.

C. Industrial Development Board – Yelding

No report.

D. Library Board – Lake

The Library just completed the Children's Summer Reading Program. Over 600 children participated in this year's event. The next meeting will be August 8 at 4:30 p.m. in the Library.

E. Planning Commission – Barnette

Set Public Hearing amending the Land Use Ordinance – Overlay District.

Council discussed changes that might be made at the August 1st meeting. They concluded that they need to stop changing it and settle on something they can all agree on.

MOTION BY Mrs. Barnette to set a Public Hearing to consider Amending the Land Use Ordinance – Overlay District for August 1, 2005. *Seconded by Mr. Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Mrs. Barnette said that the Overlay Committee has had two (2) meetings now, and they tentatively plan to meet again on the 21st. They are trying to work through the criteria for that, with their goal to have something ready by August. There is a chance that the group will come back and ask for an extension to the moratorium, and they are very much aware of the time line set before them. There is a sample document that should be prepared for the 21st of July, and as that comes forward they will send it to the Council. The City Clerk has been publicizing the meetings so that the public knows when these meetings are happening.

Council President Burnam asked if someone is taking minutes at those meetings?

Mr. Eady said yes there is.

Council President Burnam asked if they are going to go beyond the six months, could the Council have a full report. He asked that a copy of the minutes be placed in the Council's boxes.

F. Recreation Board – Burnam

No report.

G. Utility Board – Scott

The minutes for the last meeting were not ready for the packet, but will be in the next Council packet.

6. REPORTS OF THE OFFICERS:

A. Mayor's Report

a.) Special Events Permit / Kingsway Ministries

Discussion was held regarding insurance and signing a hold harmless agreement.

MOTION BY Mr. Yelding to approve the Special Events Permit for the Kingsway Ministries for Friday, July 8, 2005. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Mayor Small reported that a contract was almost ready for the Talent property of 114 acres that the city is looking to purchase for recreation. The Mayor said that they are still working on the renovation of City Hall in respects to working with Utilities trying to tie down their end of it, hopefully in a month this will be done so that he can report back to Council and the Buildings and Property Committee and start moving forward with the building. The Mayor thanked Ken Eslava and his crew, for the work they have done at the Boy's and Girl's Club. They have done a lot of reconstruction work from damage from hurricane Ivan. The work is almost done, and he invited the Council to go by and see what has been done. Mayor Small commended Mrs. Barnette for her constituent meeting that was held in June. He was impressed with the meeting.

B. City Attorney’s Report

Mr. Ross reported that the Breland case is coming up Tuesday and he will report back to the Council with the results.

C. Department Head Comments

Ken Eslava – Public Works Director – commented on the Fire Works display held July 4th. He said it lasted about 40 minutes and thanked the Council for funding it.

Captain David Wilson – Police Department – mentioned the Tropics are active and advised everyone to get their hurricane kits ready and be ready to evacuate if necessary.

Dale Foster – Librarian – Thanked the Recreation Department for helping with the overflow from the Summer Reading Program. He also thanked Daphne Utilities for supplying hot dogs for the event.

Sandra Morse – Civic Center Director – reported that tickets are now on sale for the “Taste of the Eastern Shore”. She said that 50 of the best restaurants in Baldwin County and Mobile are registered to be there. This is the 5th year for the event.

David McKelroy – Recreation Director – Thanked all the volunteers, including Mayor, who volunteered as coaches for baseball. He said the 9-10 year old Minor Baseball team is playing in Mobile, the 11-12 year old Majors are playing in Fairhope tonight, and the 13 year of Dixie Boys are playing in Robertsdale Friday, and the 14 year olds will be playing in Chickasaw Friday.

David Cohen – City Clerk – said it is time for the LWCF or Recreational Trails grants. The deadline is August 20th. He asked the Council to set a Public Hearing for these grants.

MOTION BY Mr. Scott set a Public Hearing to consider the LWCF or Recreational Trails grant for August 1, 2005. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

7. PUBLIC PARTICIPATION

Mr. Tom Hess – Daphne – spoke regarding storm drains being stopped up by debris.

Mr. Tom Fouts – Haley’s Lane - spoke regarding illegal searches by the Police Department.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS

a.) **Acceptance of Streets & Drainage / Sehoy
Subdivision, Phase Five. /Resolution 2005-45**

b.) **Acceptance of Roadway Located at County Road 64 –
From Pollard Road East to a Point Feet East of the
Center Line of Baldwin County Highway 13. /Resolution 2005-52**

c.) Acceptance of Roadway Located at County Road 13 –
From North Right-of-Way Line of County Road 64
to Daphne City Limits. /Resolution 2005-53

MOTION BY Mrs. Landry to waive the reading of Resolutions 2005-45, 2005-52 and 2005-53.
Secoded by Mr. Lake.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Landry to adopt Resolutions 2005-45, 2005-52 and 2005-53.
Secoded by Mr. Palumbo.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES

NO ORDINANCES

8. COUNCIL COMMENTS

Mr. Yelding commended Ken Eslava for getting with the County to get the streets re-stripped. He said he would like the Council to keep in mind that they need to improve some of the city streets. He also asked how many accidents have there been at Santa Rosa and Main since the 4-Way stop sign has been installed?

Ken Eslava said none.

Mr. Yelding said this has proved to be a lot safer.

Mrs. Barnette thanked Public Works, Utilities, and the Fire Department for the dinner last night, they did a fine job, it was a good turn out for the fireworks. She thanked Mr. Eslava for alerting her to an issue that came up on Saturday night, and that they were able to address that.

Mr. Lake stated that the 4th of July fireworks were fantastic, he has heard nothing by good things about it. He commended the Police Department for the fantastic job of getting cars away from the site without traffic jams. He addressed Mr. Hess’s comments saying that Mr. Hess misunderstood his comments and explained what he had said.

Mr. Scott mentioned that the department heads need to have information they would like on the Finance meeting turned into the Finance Department by Wednesday.

Mrs. Landry asked if the city could do an advertisement in the paper for volunteers to serve on the Beautification Committee. She asked the City Clerk to advertise this in the paper. She asked the Council to keep the Recreation Board in the back of their minds in regards to getting it active again. She stated that the new Ordinance Committee will meet right after the Public Safety meeting at 5:30 p.m. on the 1st Tuesday of the month. The Committee is made up of the same three (3) members.

Council President Burnam said that Mrs. Landry is the Chairman of the Committee.

Mr. Palumbo asked Mr. Fouts a couple of questions and stated that the Beautification members are happy that Marshall Parsons is back, and he has taken the lead in getting them rolling again, and a couple of members that Mr. Palumbo had recommended have given him some very favorable comments regarding Marshall. He said he understands that one of the proposals is to have an Azalea Trail in the spring like Mobile used to have. That will be an attraction to get people to come to Daphne.

Mayor Small mention the great job the Fire Department did in rescuing a man after his hot water heater exploded while trying to light it, and getting him air lifted out. He commended the Utility Department for their response to the emergency.

9. ADJOURN

MOTION BY Mr. Scott to adjourn. *Seconded by Mr. Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:33 P.M.

Respectfully submitted by,

David L. Cohen, City Clerk, MMC

Certification of Presiding Officer:

Greg Burnam

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
July 11, 2005
5:00 P.M.

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 5:07 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 Mayor Fred Small & Building Official Ronnie Phillips.

II. PUBLIC PARTICIPATION

A. City of Daphne Annual Audit Report – FY04 – Mr. Jeff Allen, Allen & Allen Accounting

Ms. Briley noted Mr. Allen was returning from evacuation (Hurricane Dennis) and would not be attending the meeting today but that the audit report was complete and the City had received an unqualified opinion (best that you can get.) Ms. Briley discussed Mr. Allen should be back on Tuesday and that the audit report would be forthcoming soon. Ms. Landry asked how long Mr. Allen has been doing audits for the City. Ms. Briley noted this is the 4th year. Ms. Landry noted she attended a Finance class last week and it was recommended that a new auditor be contracted at least every 3 years. Mr. Scott agreed noting that even though Mr. Allen has done a great job for the City, consideration should be given to contracting the services of a new auditor for next year.

III. ISSUES REQUIRING ACTION BY CITY COUNCIL

A. Bids – 2005-T-Uniforms

Ms. Henson noted 6 bid invitations were sent out with 2 bids received and 1 “no bid”. Discussion continued that Zoghby’s had the overall low bid compared to Azar’s. Discussion continued the Uniform bid contained fewer items than in previous years because the needs have changed. Mr. Scott asked which employees these uniforms are for. Ms. Henson noted they are for Public Works, Recreation, and the Mechanical Department. Mr. Scott asked if the City could mix and match, purchasing some items from one bidder and other items from another bidder. Ms. Henson noted you will always have some items that are higher and some items that are lower on bids, therefore, the overall total unit cost is compared in order to award to one supplier. Ms. Landry asked if each employee is allotted a certain amount for uniforms and if they are responsible for taking care of the uniforms. Ms. Henson noted they are and it has been found to be more cost effective to purchase the uniforms and have the employees care for them rather than utilizing a uniform service. Discussion continued that the price would also include the City Seal on the uniform shirts. Discussion continued Zoghby’s has provided very good service on specialty items that have been purchased from them. Mayor Small discussed the tee-shirts that are purchased are made of a special material that helps keep the employee cooler and they wear longer. Mr. Scott asked about purchasing some of these items in bulk. Ms. Henson noted Public Works has a storage area that is stocked with various sizes and that a new employee is provided uniforms from the storage area; restock orders are placed as needed. Mayor Small discussed it is his goal to develop a specific amount that will be allotted per employee for uniform costs in the future.

Motion by Chairman Scott to recommend to Council to adopt a resolution awarding the Uniforms bid to Zoghby’s, the low bidder, for unit costs as specified in bid. Seconded by Mr. Yelding.

B. Prepaid Travel:

1. **David Cohen, City Clerk** – Certification Training for Municipal Clerks – University of Alabama, August 2-5, 2005 - \$140
2. **Rebecca Hayes, Assistant City Clerk** – Certification Training for Municipal Clerks – University of Alabama, August 2-5, 2005 - \$140
3. **Ha Le Riggio, Court Admin Tech** – 2005 Alabama Court Clerks and Magistrates Orientation – Judicial Building, Montgomery, AL, August 11-12, 2005 - \$70

Motion by Mr. Yelding to recommend to Council to approve prepaid travel as follows:

- ***David Cohen, City Clerk in the amount of \$140 to attend the Certification Training for Municipal Clerks at the University of Alabama in Tuscaloosa, Alabama, August 2-5, 2005.***
- ***Rebecca Hayes, Assistant City Clerk in the amount of \$140 to attend the Certification Training for Municipal Clerks at the University of Alabama in Tuscaloosa, Alabama, August 2-5, 2005.***
- ***Ha Le Riggio, Court Admin Tech in the amount of \$70 to attend the 2005 Alabama Court Clerks and Magistrates Orientation at the Judicial Building in Montgomery, Alabama, August 11-12, 2005.***

Seconded by Ms. Landry.

C. APPROPRIATION REQUESTS: CITY PROJECTS

1. **Recreation Purposes - \$1,000,000 + Interest**

Ms. Briley discussed the purpose of this would be to restrict the \$1,000,000 proceeds from de-annexation plus interest for recreation purposes only. Mr. Scott discussed that recreation is one of the greatest needs in this city and that it is very important that these funds be “earmarked” for that purpose.

Motion by Mr. Yelding to recommend to Council to adopt an ordinance restricting the use of the \$1,000,000 proceeds from the de-annexation plus interest received for recreation purposes only. Seconded by Ms. Landry.

2. **Hiring Consultant for School Feasibility Study - \$16,500**

Ms. Briley noted this was discussed at the June 16 work session and it was requested to be placed on the Finance Committee agenda. Mayor Small noted there have been two people to respond to the City's request. One is Dr. Ira Harvey, Financial Consultant, from the Birmingham area. Discussion continued Dr. Harvey has performed a number of studies locally and is very familiar with the Baldwin County School System. Discussion continued the other party has performed studies up north but was not highly sought after by some other municipalities after he did work for them. Ms. Landry asked about the time frame is to complete the study. Mayor Small noted it would probably take approximately 6-8 months. Mr. Scott discussed making a recommendation to Council to fund the study up to \$16,500. Discussion continued if the final cost estimate is more, then it would go back before Council. Mayor Small discussed he believes it will be very interesting to see just how much money the City spends per student already. Mr. Yelding discussed this study could work against the City by showing the City of Daphne does not acquire enough revenue to support five (5) schools and if that is the case, then the School Board as well as the Community would know the City cannot support its schools without raising taxes. Mr. Yelding noted there are many families in Daphne without kids who would not support raising taxes in order to support schools. Discussion continued on the amount of money the City already spends on its schools. Mayor Small noted the School Board has now agreed to build Spanish Fort a football and baseball facility. Mr. Scott discussed he felt the study would provide the City with some very valuable information.

Motion by Chairman Scott to recommend to Council to adopt an ordinance amending the budget for an amount not to exceed \$16,500 for the School Feasibility Study to be performed by Dr. Ira Harvey, Financial Consultant. Seconded by Ms. Landry. Mr. Yelding did not approve the recommendation.

D. Personnel Restructuring – Court – Magistrate Position

Ms. Briley discussed Judge Doyle's request for the Court Administrative Technician Position to be eliminated and a 2nd Magistrate position be created for a total annual cost increase of \$2,525 for wages and benefits. Mayor Small noted this would prevent the Court from being without a Magistrate at any given time. Discussion continued the work currently performed by the Administrative Technician would be done by the Magistrate.

Motion by Ms. Landry to recommend to Council to approve the Re-Structuring of the Court by eliminating the position of Administrative Technician and creating a 2nd Magistrate position. Seconded by Mr. Yelding.

E. Personnel Request – Site Containment Inspector

Mr. Ronnie Phillips, Building Official discussed the creation of a Site Containment Inspector for the purpose of erosion and storm water control within the City. Discussion continued that approximately 95% of the sedimentation removal is from construction job sites. Mr. Phillips noted that ADEM is currently undergoing a restructuring and cannot enforce what they have; therefore, a Site Containment Inspector would provide the enforcement needed to keep the dirt on the job sites and out of the local waters. Mr. Phillips also noted Land Use Ordinances require the City to enforce sedimentation control. Discussion continued this position would work hand in hand with ADEM, as well as being actively involved in the site development with the Planning Director, and ensuring that whatever is submitted to the Planning Commission is enforced. Mr. Phillips also noted there is a documentation process that takes place through ADEM that has never been enforced. Mr. Scott asked how many developers are located in Daphne. Mr. Phillips noted he was unsure as he does not deal with the developers but only the contractors once construction begins. Mr. Scott asked who is involved when the developer is cutting in streets. Mr. Phillips noted there has never been any direct involvement in that area. Mr. Scott asked if any other Municipality within the County had this position. Mr. Phillips noted the City of Daphne would be the first and that hopefully, neighboring communities would follow suit in an effort to do their part to rectify what is happening to the City's watershed. Ms. Landry asked if there would be enough work for this position. Mr. Phillips noted they currently have about 400 home sites under construction as well as a 13-story condo.

Mr. Phillips noted he has worked with Maximus and Human Resources regarding the salary range for this position and it was agreed that the position should be a Grade 16 with a salary range of \$28,668 - \$44,435. Discussion continued that qualifications and certifications would have to be obtained in site containment and erosion control during the 1st year. Mr. Phillips noted there are courses of study offered through ADEM with a fairly simple certification process that could be completed within about six months. Mayor Small discussed a permit fee would also be charged to help offset the costs. Ms. Landry discussed possibly starting the position at a lower grade and increasing once the necessary certifications are achieved. Mr. Phillips noted a reduction in the starting salary could result in the City being unable to retain someone in that position. Mr. Yelding expressed concern over a job of this magnitude requiring the knowledge it will require only starting at \$28,668. Ms. Landry discussed that once this person receives his certifications, Council could revisit the salary.

Motion by Mr. Yelding to recommend to Council to adopt an ordinance approving the creation of a Site Containment Inspector position for the Building Inspection Department at a Grade 16. Seconded by Ms. Landry.

F. AIG Baker Development Agreement: Third Amendment and Supplement

Mr. Scott discussed a proposed agreement with AIG Baker Development for a "land swap" which will allow the City to have a Police Precinct located in a larger and more visible area of the shopping center. Discussion continued this "land swap" would also allow Rave Theater to expand into the area where the City's Precinct was

originally going to be located. Ms. Landry discussed the precinct will be located next to Home Depot where the old Dillard's loading dock was located. Discussion continued AIG Baker has agreed to build all the walls and floors and install the electrical and plumbing while the City will be responsible for the doors, paint and furnishings. Ms. Landry noted it is still unclear if the Precinct will be manned 24 hours per day. Mr. Yelding noted that originally the Police Department discussed moving the entire patrol division to the precinct location, providing for 3 shifts per day. Mr. Scott asked what a riser room was in the easement agreement. Ms. Landry stated it had been previously discussed but it was unclear. Ms. Briley noted the City Attorney, Jay Ross has reviewed these documents and approved them for execution.

Motion by Ms. Landry to recommend to Council to adopt a resolution authorizing the Mayor to enter into a Development Agreement with AIG Baker for the purpose of a "land swap" to relocate the proposed police precinct. Seconded by Mr. Yelding.

Note: A riser room is an area for pipes (drainage, water, etc)

Mr. Yelding stepped out of the room at 6:11 PM.

IV. CURRENT BUSINESS

A. Bids – 2005-S-Safety Shoes/Boots

Ms. Henson noted seven bid invitations were sent out with only one bid received and four "no bids" received. Mr. Eslava is still evaluating the bid received and comparing costs to the previous years bid to ensure any recommendation made will be in the City's best interest. Discussion continued this item should be tabled at this time.

B. Personnel Request – Deputy Planning Director

Discussion was made on the creation of a Deputy Planning Director position for the City. It was noted that a job description and pay scale would have to be developed and presented prior to any consideration by the Finance Committee. Mr. Yelding noted it should also be presented to the Council for discussion at a work session prior to any recommendations.

C. Lodging Tax Increase

Ms. Briley noted in response to recent discussions regarding possibly raising the lodging tax rate in the City, she prepared a Lodging Tax report. Mr. Scott discussed if the Council is going to proceed with an increase, October would be the time to implement it. Discussion continued on allowing the Council to review this information first before making any type of recommendation. Mr. Yelding commended Ms. Briley on the information she provided noting it is well received and well understood and agreed the Council should have an opportunity to review. Mr. Scott noted if an increase is implemented, the funds need to be earmarked such as for some capital commitments. Ms. Landry noted there are a lot of questions she would have on how to earmark the funds. The committee requested that the report be included in the Council packet and discussed again at the August Finance Committee meeting.

D. Volkert Engineering Proposal: Sanitary Sewer Svc Construction: US 90 - \$1,700,000 - \$2,400,000

Mr. Scott discussed a Volkert Engineering proposal for the sewer project covering the area from Malbis all the way down Hwy 90. Discussion continued all the properties as well as the Aronov Development would be assessed for tying in to the sewer. Ms. Briley noted that Assessment Administration Services are included in the proposal from Volkert for a cost of \$15,000. Ms. Landry asked why the City is even involved in this. Ms. Briley noted a Utility Board cannot assess, the City has to assess and also it is her understanding that the Utility Board does not have the funding needed to complete the project.

Mr. Yelding returned to the meeting at 6:14.

Mr. Scott also noted it is the City's responsibility to provide the infrastructure to service its citizens and the Utility Boards responsibility is to process the waste water. Discussion continued this project will have to be part of a bond issue even though there will be assessments. Ms. Briley discussed if the City starts on the project prior to the bond issue, a Reimbursement Resolution that would have to be adopted so that when the bond proceeds are received, the City can "reimburse itself" from the proceeds. Mr. Scott recommended that a representative from Volkert and the Utility Board be at next month's meeting to answer questions. Ms. Landry asked why engineering services are not bid out. Ms. Briley noted engineering services are a professional service (which is not required to be bid out) and previous Council had decided that HMR and Volkert would alternate in the sewer projects they did for the City. Discussion continued this matter should be tabled until more information can be obtained. Ms. Landry requested that it be placed on the next work session agenda. Mr. Scott concurred. Mr. Yelding expressed concern over the number of projects that would be completed under a bond issue. Ms. Briley noted the City may borrow up to \$12,000,000 before the constitutional debt limit is reached.

V. FINANCIAL REPORTS

A. Treasurers Report: June 30, 2005

Ms. Briley noted all the bank statements have not been received yet and that the treasurer's report would in the council packet.

Note: Total Cash is down \$300,000 largely in General Fund. This is normal Cash Flow for this time of year.

B. Sales Tax Collection Graphs – May 31, 2005

Mr. Scott discussed total collections for May 2005 was \$867,446.44. Discussion continued collections were \$109,835.95 above collections for May 2004; and \$64,379.32 above budget for the month. Discussion continued collections are 14.50% over the same month last year. Mr. Scott noted the amended budget was \$803,067 which is about 10% more than the original budget had been and it was still exceeded by about 8%.

C. Monthly Lodging Tax Collections – May 31, 2005

Discussion was made that lodging tax collections for May 31, 2005 were \$42,479.97 compared to \$21,785.09 for May 31, 2004, an increase of \$20,694.88.

D. Ad Valorem, June 30, 2005

Discussion was made that Ad Valorem tax collections as of June 30, 2005 were \$2,807,699 and are currently \$328,301 under budget. Ms. Landry commented that Auto Taxes are really down. Ms. Briley noted the City is ahead of where it was last year. Mr. Scott noted these come in on a monthly basis and will always show a deficit until the year end.

E. New Business Licenses

Mr. Yelding asked why Chick-Fil-A was showing as a new business. Ms. Briley noted they changed owners which would make it appear it was a new business. Ms. Briley noted she spoke with Joan Lindsey, Revenue Officer regarding removing these types of changes from the report.

F. Bills Paid – June 30, 2005

The bills paid report as of June 30, 2005 was contained in Packet #2.

VI. OTHER BUSINESS

A. Property Purchase from Mr. Tallent – Earnest Monies \$5,000

Mayor Small discussed the contract prepared by Jay Ross, City Attorney, for the purchase of approximately 114 acres at \$15,000 per acre, for a total cost of \$1,708,500. Discussion continued that once a survey is done, the exact number of acres will be known. Discussion continued Mr. Tallent is asking for \$5,000 to hold the City's pending purchase and is not interested in closing the deal until after the 1st of the year. Mayor Small discussed he would like to include this purchase with the financing of the new City Hall and use the \$1,000,000 the City currently has for the purpose of developing a master plan such as a site plan, access and rights of way. Mr. Scott asked if the property would be pledged in the financing. Ms. Briley stated no - City Debt is a General Obligation based on the full faith and taxing power of the City. The City is currently rated A-1 from Moody's and also has AAA Insurance. Ms. Briley also noted the City of Daphne is the only City in lower Alabama with this rating. Mayor Small noted the purpose for waiting until after the 1st of the year is to be able to combine this purchase with the New City Hall project in order to reduce the City's interest rate and to reduce issuance costs. Mr. Scott asked if the City would now be obligated to purchase this property. Mayor Small noted the City could back out of the deal if necessary; however we would lose the \$5,000 earnest money.

Motion by Ms. Landry to recommend to Council to adopt an ordinance authorizing payment of \$5,000 earnest money to Mr. Bill Tallent for the purchase of approximately 114 acres. Seconded by Mr. Yelding.

*******NOTE: Subsequent to the Finance Comm meeting, the City Attorney reported that the \$ 5,000 earnest money was now being questioned by Mr. Tallent's attorney. The amount may now be \$ 20-\$25,000. ACCORDINGLY, THIS ITEM IS BEING PULLED FROM THE COUNCIL AGENDA AT THIS TIME.*******

B. Community Action Agency – VISTA Volunteer Living Cost

Ms. Briley noted as a follow up to last month's meeting, the request from the Community Action Agency for a \$1,000 contribution for VISTA Volunteer living cost has been reviewed by the City Attorney. He stated that the contribution would be fine provided that everything is laid out in the contract. Ms. Briley discussed the Committee approved it to go to Council last month pending legal approval. It will be included in the Council packet.

VII. ADJOURN

The meeting was adjourned at 6:32pm.

I N T E R

O F F I C E

MEMO

To: Finance Committee
Kim Briley, Finance Director

From: Ken Eslava, Director of Public Works and Maintenance 

Subject: BID DOCUMENT-2005-T-Uniforms

Date: July 5, 2005

Please find attached a tabulation sheet for the above subject annual bid opened in the Council Chambers of City Hall, Wednesday, June 22, 2005.

Two bids were received and Zoghby's Uniforms had the overall lowest prices, especially on our frequently ordered items. i.e. pants, shorts and t-shirts. Zoghby's took one exception on the bid specifications, #7 Long Sleeve Henley Pocket Shirt will not have a pocket. We do not feel that this exception warrants exclusion and we accept their substitution. Zoghby's provides a quality product that we have previously used. Therefore, I recommend that the bid be awarded to Zoghby's Uniforms.

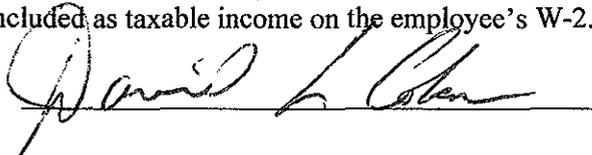
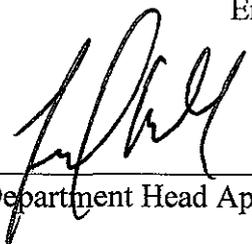
cc: File

PREPAID TRAVEL REQUEST FORM

EMPLOYEE NAME/TITLE	DAVID L. COHEN
DEPARTMENT	LEGISLATIVE
DATES OF TRAVEL	AUGUST 2-5, 2005
SCHOOL/ORGANIZATION	UNIVERSITY OF AL / CERTIFICATION TRAINING FOR MUNICIPAL CLERKS
LOCATION FOR TRAINING: CITY/STATE	TUSCALOOSA, AL
REGISTRATION FEE	\$175.00
LODGING	\$237.00
TOTAL ADVANCE REQUESTED (\$35 x # OF DAYS)	140.00

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

Employee Signature

Department Head Approval

8069
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.**

Certification Training Institute for Municipal Clerks and Administrators & Master Municipal Clerk Academy

August 3-5, 2005
Bryant Conference Center
Tuscaloosa, Alabama

Brochure ID: 31905BRO
 Registration Code:
 ABCDEGHIJKLMNOPQRSTUVWXYZQ

One registrant per panel; for multiple registrations, please duplicate this form.
 Mr. Mrs. Ms.

David Cohen L
 Name First Last M. I.

David
 Preference on Nametag Social Security # (For Records Only)

City of Daphne 251-621-9000 251-621-3538
 Company/Organization Name Company Phone/Company Fax

daphnecc@bellsouth.net City Clerk
 Personal Business Phone Personal Business Fax
 E-mail address Job Title

City of Daphne - 16,500
 Firm/Organization/Size Approving Manager

P. O. Box 400
 Confirmation Mailing Address

Daphne AL 36526
 City State ZIP

City of Daphne
 Billing Mailing Address Attn:

P. O. Box 400
 Address

Daphne AL 36526
 City State ZIP

Method of Fee Payment
 Enclosed is a check in the total amount of \$ 175.00 made payable to:
 The University of Alabama.

Charge fee \$ _____ to my credit card: Mastercard Visa Discover
 personal business

Card # _____ Exp. Date _____
 Authorizing Signature _____

- Please enroll me in the:
- Certification Training Institute (CMC)
 Session # 0431905:cert
 \$165.00/ person
 - Or the
 - Master Municipal Clerk Academy (MMC)
 Session # 0431905:mast
 \$165.00/ person
- Continuing Education Credit:
- CEU Certificate (optional)
 \$10 each

Note: The University of Alabama is committed to complying with the Americans with Disabilities Act. Please make your request for accommodation at least 30 calendar days prior to seminar date here:

FOUR CONVENIENT WAYS TO REGISTER

1

Mail form and fee to:
 Registration Services
 College of Continuing Studies
 The University of Alabama
 Box 870388
 Tuscaloosa, AL 35487-0388

2

Phone in registration to:
 (205) 348-3000

3

FAX registration form to:
 (205) 348-6614

4

On-line Registration
 Available via the internet at:
<http://pmdp.ccs.ua.edu>

Guest Name REBECCA HAYES
 Number of Adults 1
 Number of Children 0
 Remarks

Your Rate: Room 1 of 2

Rate for 02-Aug-05 to 05-Aug-05
 Rate Plan: COLLEGE CONT STUDIES
 79.00 in US DOLLARS per night

Taxes and Service Charges
 ROOM TAX 11.0 Percent Per Room Per Night NOT In The Rate

Guarantee Rules and Cancellation Policy
 Your room is guaranteed with a(n) VISA card.
 Cancel by 6pm Hotel time 1 Day(s) prior to avoid 1 Night penalty
 Room taxes may be charged on penalties.

Your Accommodations: Room 2 of 2

Room Description
 2 DOUBLE BEDS
 TRADITIONAL NON-SMOKING, WIRELESS INTERNET CONNECTION,
 WELL APPOINTED ROOM

Guest Name DAVID COHEN
 Number of Adults 1
 Number of Children 0
 Remarks

Your Rate: Room 2 of 2

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Your Privacy

Please note: For security purposes, you will be asked to provide a photo ID at check-in.

[Click here](#) for Starwood Hotels & Resorts Worldwide, Inc.'s Privacy Statement.

If you would like to unsubscribe from further marketing e-mail communications related to this stay, please [click here](#).

PREPAID TRAVEL REQUEST FORM

EMPLOYEE NAME/TITLE	REBECCA A. HAYES
DEPARTMENT	LEGISLATIVE
DATES OF TRAVEL	AUGUST 2-5, 2005
SCHOOL/ORGANIZATION	UNIVERSITY OF AL / CERTIFICATION TRAINING FOR MUNICIPAL CLERKS
LOCATION FOR TRAINING: CITY/STATE	TUSCALOOSA, AL
REGISTRATION FEE	\$175.00
LODGING	\$237.00
TOTAL ADVANCE REQUESTED (\$35 x # OF DAYS)	140.00

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

Rebecca A. Hayes

[Signature]
 Department Head Approval

8064
 Vendor #

120200 / 52211 /
 Dept Org # Object # Proj #

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Brochure ID: 31905BRO
 Registration Code:
 ABCDEFGHIJKLMNOPQRSTUVWXYZQ

One registrant per panel; for multiple registrations, please duplicate this form.
 Mr. Mrs. Ms.

Rebecca Hayes A
 Name First Last M. I.

Rebecca
 Preference on Nametag Social Security # (For Records Only)

City of Daphne 251-621-9000 251-621-3538
 Company/Organization Name Company Phone/Company Fax

Personal Business Phone Personal Business Fax
becjer@bellsouth.net Assistant City Clerk
 E-mail address Job Title

City of Daphne - 16,500 David L. Cohen
 Firm/Organization/Size Approving Manager

P. O. Box 400
 Confirmation Mailing Address

Daphne AL 36526
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CEU Certificate (optional)
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Your Privacy

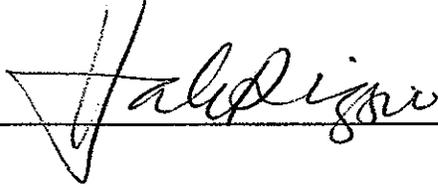
Please note: For security purposes, you will be asked to provide a photo ID at check-in.

[Click here](#) for Starwood Hotels & Resorts Worldwide, Inc.'s Privacy Statement.

If you would like to unsubscribe from further marketing e-mail communications related to this stay, please [click here](#).

PREPAID TRAVEL REQUEST FORM	
EMPLOYEE NAME / TITLE	HA LE RIGGIO
DEPARTMENT	COURT
DATES OF TRAVEL	AUGUST 11-AUGUST 12, 2005
SCHOOL/ORGANIZATION	ALABAMA COURT CLERKS AND MAGISTRATES ORIENTATION AND CERTIFICATION PROGRAM
LOCATION FOR TRAINING: CITY / STATE	MONTGOMERY, AL
REGISTRATION FEE	\$100.00
LODGING	\$ 61.88
TOTAL ADVANCE REQUESTED (\$35 x # OF DAYS)	\$ 70.00

A complete Expense 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 


Vendor #
Dept Org #
Object #
Proj#

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**Finance Committee Meeting
July 11, 2005**

I. Court Restructuring Proposal

	<u>Admin Tech</u>	<u>Magistrate</u>
Grade	9	12
# of Positions	1	1
# of Proposed Positions	0	2

Annual Wage & Benefit Increase 2,525

II. Court Erosion Control/Stormwater Inspector

Grade 16
Annual Wages & Benefits 40,712
FY 05: Aug-Sept 7,829

Daphne Municipal Court

1502 HWY98
Daphne, AL 36526
251-621-2824 (Tel)
251-621-3192 (Fax)

Approved For Agenda

Signature

Date

To: To Finance Committee.
From: Judge Thomas Doyle
Date: 6/22/2005
Re: Abolishing Rate as Administrative Technician Position and Creating a Second Magistrate Position.

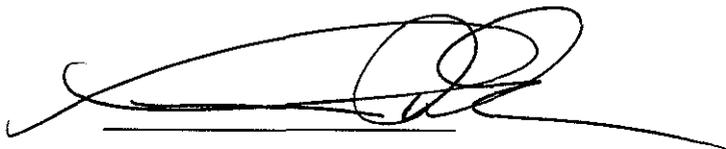
To whom it may concern:

Due to the recent resignation and extended sick leave occasional by Court employees, I find it essential to the to the effective operation of the Magistrate's Office to request that this Committee abolish the **Administrative Technician** position and create a second **Magistrate's** position. I have appointed Ha Le Riggio as a Magistrate and she is presently studying to be certified by the State of Alabama, a process that will take three (3) years to accomplish.

Magistrate duties are not included in the Administrative Technician 's job description. It has become necessary that this court have two Magistrates to effectively continue the smooth operation of the Magistrate's Office without any lapse in experienced personnel.

I am requesting that this second Magistrate's position be the same in grade and pay as the present Magistrate's position.

If any addition information is requested please contact me immediately. Thank you for your consideration.



Thomas Doyle, Municipal Judge

CITY OF DAPHNE, ALABAMA CLASSIFICATION SPECIFICATION

CLASSIFICATION TITLE: SITE CONTAINMENT INSPECTOR

PURPOSE OF CLASSIFICATION

The purpose of this classification is to perform specialized work functions associated with the inspection and plan review of Best Management Practices (BMPs), site containment, and erosion control compliance.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Reviews proposed development plans to ensure compliance with erosion control ordinances; identifies problems and notifies developers; provides advice regarding corrective measures; issues warnings and citations accordingly.

Reviews sediment control plans to ensure compliance; conducts site inspections; prepares correspondence and reports detailing deficiencies and suggestions for plan revision.

Inspects permitted sites before and during construction; participates in pre-construction conferences with developers, grading contractors, and other interested parties; reviews the approved plan; explains inspection and enforcement procedures; reviews conditions of approval and other special considerations.

Inspects construction sites and other sites for compliance with local, state, and federal site containment and erosion control guidelines.

Initiates legal action against ordinance violators as necessary; prepares compliance notices, notices of violation, and stop work orders; may work with City Attorneys in resolving violations.

Conducts unscheduled site inspections to ensure compliance with the approved erosion control plan, schedules follow-up inspections as required.

Researches sites through Permit Technician and files.

Provides information and discusses problem areas with owners and contractors; responds to questions or complaints concerning code violations.

Prepares inspection reports and maintains accurate records of inspection activities.

Maintains computer records of inspection activities, completion dates, approval dates, and re-inspection dates.

Coordinates inspection activities with owners, contractors, other inspectors, or other individuals.

Prepares or completes various forms, reports, correspondence, inspection reports, or other documents.

Reports new construction activity to Building Official and Building Inspector.

Operates a motor vehicle, personal computer, two-way radio, measuring devices, general office equipment, or other equipment as necessary to complete essential functions, to include the use of word processing, spreadsheet, database, e-mail, Internet, or other computer applications.

Communicates with supervisor, employees, other departments, city officials, building officials, contractors, architects, engineers, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Maintains a comprehensive, current knowledge and awareness of applicable laws/regulations; maintains an awareness of new trends and advances in the profession; reads professional literature; maintains professional affiliations; attends workshops and training sessions as appropriate.

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by 2 years of college in an environmental discipline, technical training, or certification(s) in construction site stormwater management; supplemented by six (6) to nine (9) years previous experience and/or training that includes building inspection, erosion and sediment control, environmental compliance, storm water management, development or review of Best Management Practices plans; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Alabama Driver's License. Required to obtain a valid State of Alabama Quality Credentialed Inspector (QCI) certification within one year of assignment to the position, and maintain thereafter.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

Human Interaction: Requires the ability to provide guidance, assistance, and/or interpretation to others regarding the application of procedures and standards to specific situations.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication, and division.

Functional Reasoning: Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, electric currents, traffic hazards, toxic agents, or pathogenic substances.

The City of Daphne, Alabama, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



AIG BAKER

SHOPPING CENTER PROPERTIES, L.L.C.

6/14/05

The Honorable Fred Small
Mayor of Daphne
City Hall
1705 Main St
Daphne, AL 36526

Dear Mayor Small:

Enclosed are three copies of the following Jubilee Square Shopping Center documents:

- Third Amendment to the Development Agreement
- Easement Agreement for Riser Room Encroachment
- Police Substation Lease Agreement

The amendment to the development agreement addresses the previously discussed land swap with the City as well as an easement for an existing riser room and the police substation space to be constructed. Police Captain Scott Taylor has approved and signed off on the layout of the police substation contained in the lease agreement.

Please review these documents and sign and date where indicated. The easement agreement needs to be notarized as well. All three copies should be returned to AIG Baker at my attention. Once we have received and executed these documents, one copy will be returned to you for your records.

I greatly appreciate your cooperation with AIG Baker during this redevelopment process. If you have any questions or concerns, please contact me at the number listed below.

Sincerely,

Jay Wilson
Project Developer
AIG Baker Shopping Center Properties

TREASURER'S REPORT

As of June 2005

TO: FINANCE COMMITTEE

FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

<u>ACCT TITLE</u>	<u>BANK</u>	<u>BALANCE</u>
GENERAL FUND & ENTERPRISE FUNDS		
MMA ACCT	COMPASS	\$6,090,034.30
OPERATING ACCT	COMPASS	(\$256,002.94)
PAYROLL ACCT	COMPASS	(\$46,817.98)
MUNICIPAL COURT	COMPASS	\$225,031.27
		<u>\$6,012,244.65</u>
SPECIAL REVENUES FUND		
SAIL SITE	FIRST GULF	\$2,941.58
4 CENT GAS TAX	FIRST GULF	\$103,881.61
7 CENT GAS TAX	FIRST GULF	\$100,849.56
		<u>\$207,672.75</u>
CAPITAL PROJECTS FUND		
CDBG LOAN REPAY	COMPASS	\$5,892.08
CAPITAL GROWTH	SOUTHTRUST	\$2,963,211.87
97 WARRANT CONS	SOUTHTRUST	\$4,860.33
99 WARRANT CONS	REGIONS	\$717,420.32
2000 CONSTRUCTION	REGIONS	\$89,890.44
		<u>\$3,781,275.04</u>
DEBT SERVICE FUND		
DEBT SERVICE	SOUTHTRUST	\$1,292,483.71
		<u>\$11,293,676.15</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	867,446.44
June	592,710.00	657,414.17	693,747.71	731,684.73	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	6,948,526.85

FY 2005 BUDGET/ACTUAL COMPARISONS

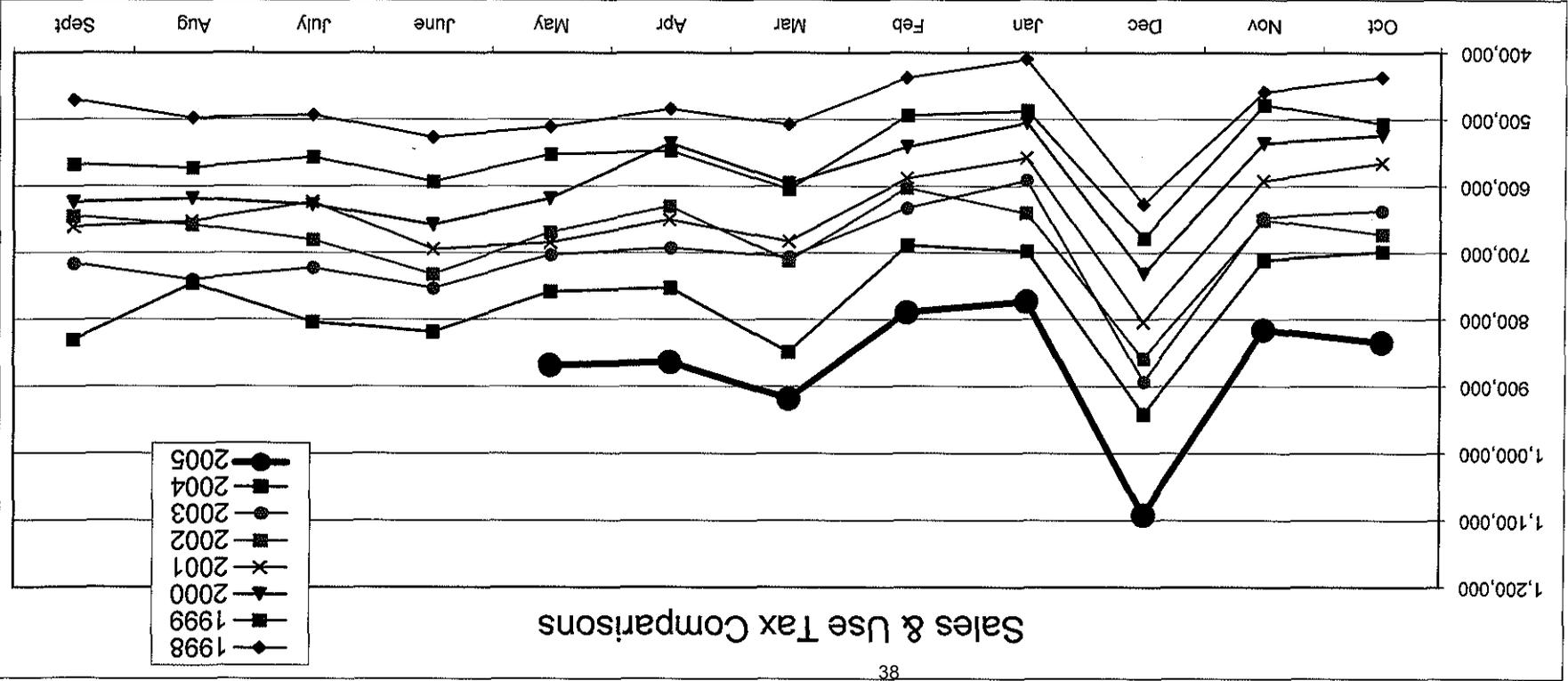
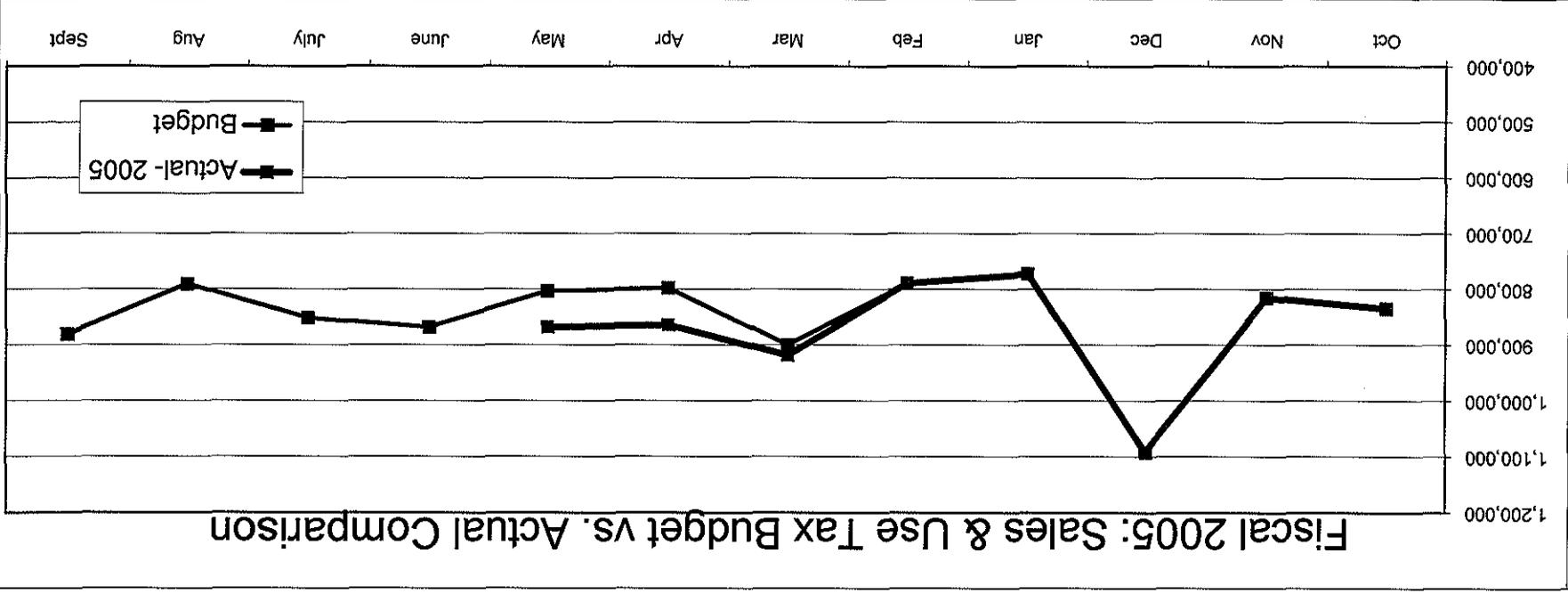
	Actual- 2005	Budget	Monthly Variance	YTD Variance	% of Budget
October	833,700.71	833,701	-	-	0.00%
November	814,666.03	814,666	-	-	0.00%
December	1,091,073.78	1,091,074	-	-	0.00%
January	771,837.83	771,838	-	-	0.00%
February	788,825.08	788,825	-	-	0.00%
March	917,832.17	899,046	18,785.90	18,785.90	2.09%
April	863,144.81	797,162	65,982.89	84,768.79	8.28%
May	867,446.44	803,067	64,379.32	149,148.11	8.02%
June	-	867,302	-	-	-
July	-	851,234	-	-	-
August	-	790,040	-	-	-
September	-	880,076	-	-	-
Totals	6,948,526.85	10,188,031	149,148.11		

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	17,692.33	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%	-0.73%	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	109,835.95	11.91%	10.70%	-2.24%	5.06%	7.82%	14.50%
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%	5.56%	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	855,443.54	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%

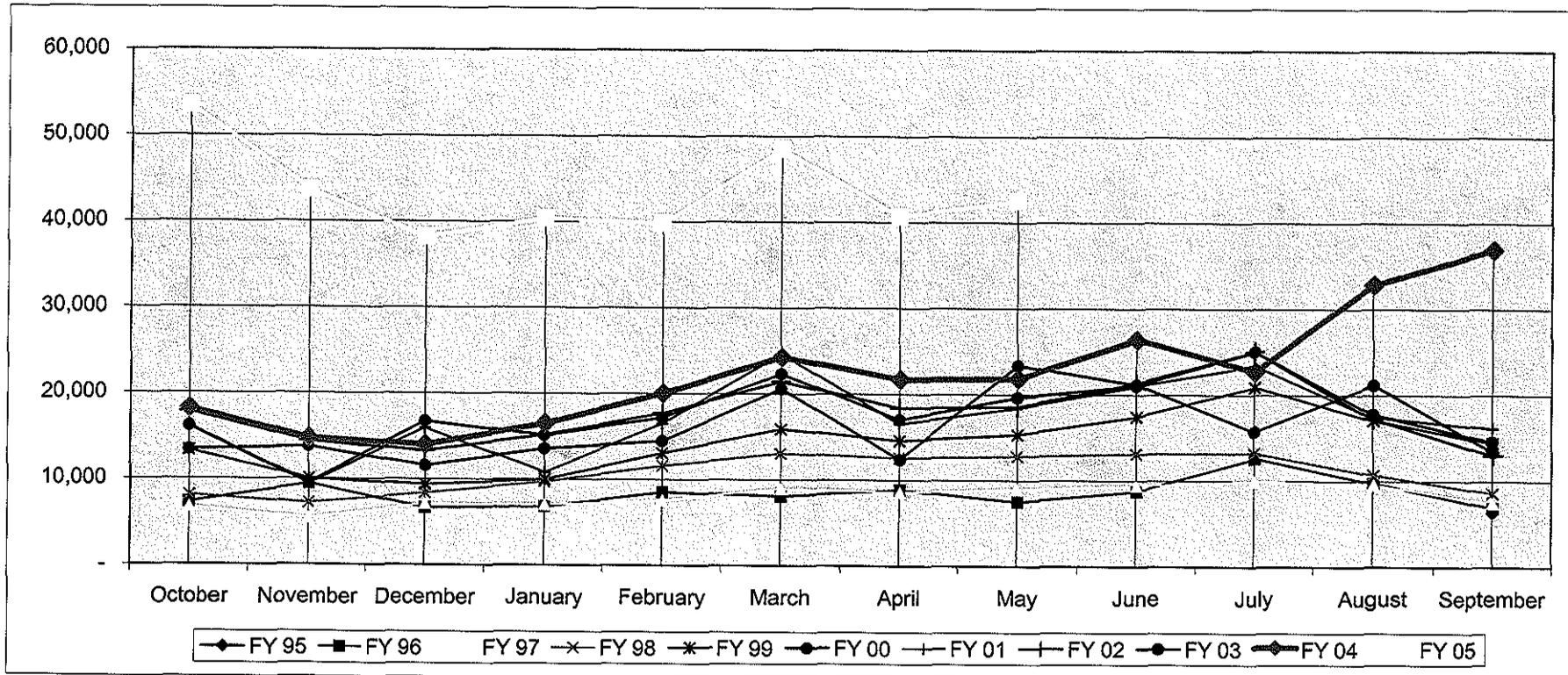
TOTAL collections: 5-31-05	6,948,527
Budgeted: 10-1-04 to 5-31-05	6,799,379
Actual Coll > (<) Budget, 5-31-05	149,148
% Over/(Under) Budget, 5-31-05	2.19%



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	42,479.97
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	347,094.79

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	2,513,418	2,775,000	(261,582)
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	263,737	330,000	(66,263)
	<u>2,395,927</u>	<u>2,546,138</u>	<u>2,669,631</u>	<u>2,935,349</u>	<u>2,807,699</u>	<u>3,136,000</u>	<u>(328,301)</u>

* As of 6-30-2005

	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>Variance</u>	<u>% Inc/(Dec)</u>
Property Taxes	2,489,056	2,513,418	24,362	0.98%
Shares Taxes	30,316	30,543	227	0.75%
Auto Taxes	242,197	263,737	21,540	8.89%
	<u>2,761,569</u>	<u>2,807,699</u>	<u>46,130</u>	<u>1.67%</u>

NEW BUSINESSES FOR JUNE

Brick and Mortar Businesses (in the city)

DEESE & MAXEY	1
REEHL PROPERTIES INC	1
JONES, ASHLEY D	1
CHICK-FIL-A AT DAPHNE FSU	1
SANDERS, PAMELA	1
SPRING HILL LIGHTING & SUPPLY INC	1
MITCHELL, JAMES	1
H2O DETAILING	1
	8

OUT OF CITY

PRINTED IMPRESSIONS LLC	1
IKON OFFICE SOLUTIONS INC	1
SKANSKA USA BUILDING INC	1
LIGHT BULB DEPOT 6 LLC	1
PENLOYD LLC	1
ANA'S HOUSEKEEPING SERVICES LLC	1
	6

CONTRACTORS

HOME SECURE INC	1
MCDONALD, MICHAEL	1
STOVALL, WILLIAM ROBERT	1
GRIMES, JERRY MALCOLM JR	1
ALSTON, JAMES	1
ROBERTS CUSTOM BUILDERS INC	1
GOFF, RICHARD	1
JEFFERY, HARRY	1
L & P BUILDER INC	1
DETAILED ROOFING INC	1
PARNELL, JOSEPH	1
DEEP SOUTH SERVICES	1
KLEEN AIR RESEARCH INC	1
TROY & PAM HEARING LLC	1
ATLANTIC ENVELOPE COMPANY LLC	1
BALDWIN COUNTY FIRE EXTINGUISHER CO	1
SALON RESOURCE INC	1
SUSQUEHANNA PATRIOT COMMERCIAL LEASING CO	1
CONSTRUCTION SERVICES LLC	1
HOMES BY DESIGN	1
	20

Insurance Companies

None	0
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TOTAL NEW BUSINESSES 34

Businesses Closed in the Month of June 0

TO: Mayor Small
Finance Committee

FROM: Kim Briley, Finance Director

DATE: July 7, 2005

RE: Lodging Tax

This report is presented in order to provide comprehensive summary information regarding the Lodging Tax:

- Background information related to the levy and use of proceeds
- Financial Summary of historical use of proceeds
- Outstanding debt
- Rate comparative with surrounding municipalities
- Five year projection including a proposed revision to the restrictions for use of Lodging Tax proceeds and two rate change options.

I. Background

Lodging Taxes are levied pursuant to Ordinance 1995-15 (effective September 1, 1995.) The taxes are "designated for use for the purpose of purchasing, developing, and maintaining beach front property."

Subsequently, Ordinance 1997-28 was adopted wherein the rate increased from 3% to 4%.

Thereafter, Ordinance 2000-34 was adopted wherein the use of the tax proceeds was amended as follows:

95%: "for the purpose of purchasing, developing, and maintaining beachfront property."

5%: "for the purpose of providing funding to the IDB for the implementation of strategies, action items, and tactics included in the Strategic Economic Development Plan as approved and adopted in Resolution 2000-31."

The 4% tax rate and the 95/5% use of proceeds rule is in effect today.
--

II. Financial Summary

[Note: For purposes of this discussion, grants, donations, and the effects of debt restructuring are included at net values.]

From September 1995 through May 2005, Lodging Tax revenues totaling \$ 1,943,848 have been collected.

The following is a summary of uses of the Lodging Tax funds:

\$ 4,647,397	Property Purchases (required the issuance of debt)
\$ 62,357	Industrial Development Board
\$ 50,669	Bay Front Park Improvements
\$ 4,760,423	

Actual collections for the first eight months of Fiscal 2005 are up \$ 196,404 over the same eight months of Fiscal 2004 (131%). This increase is largely due to two factors: 1) opening of a new hotel and 2) the number of out-of-town contractors in the area. These contractors are working on developments in and around Daphne as well as in areas still recovering from Hurricane Ivan.

III. Debt

Principal outstanding for property purchases totals \$ 3,124,666. (The total due including interest is \$ 5,192,379.)

Maturity Schedules follow:

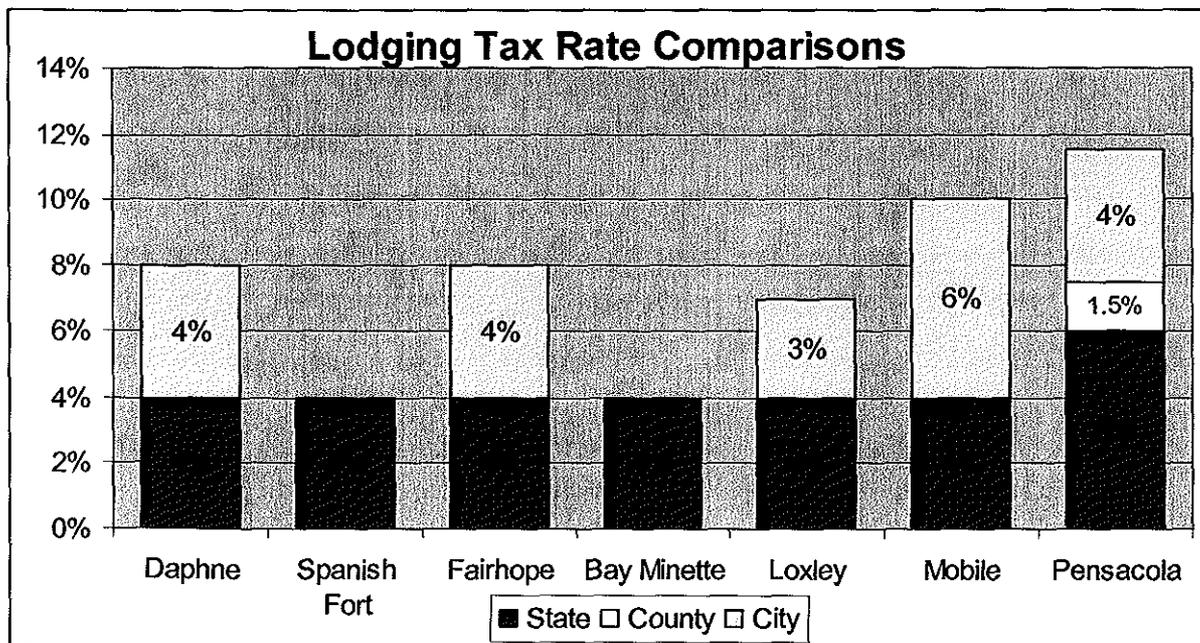
10-1-2006 Scenic 98 Ltd Purchase Agreement
 2-1-2032 2002 General Obligation Warrants: (Subject to call Feb 1, 2012)

Total annual debt service requirements for the 2002 Warrants: \$ 165,000;
 Due to Scenic 98 Ltd: 10-1-2005: \$338,066
 10-1-2006: \$322,700

IV. Rate Comparisons

Municipalities in the surrounding area were surveyed. The rate of lodging taxes levied by the municipalities ranged from no taxes in Spanish Fort and Bay Minette to 6% in Mobile.

Total lodging taxes (including state and county levied) ranged from 4% in Spanish Fort and Bay Minette to 11.5% in Pensacola. The following graph presents lodging tax rate comparatives:

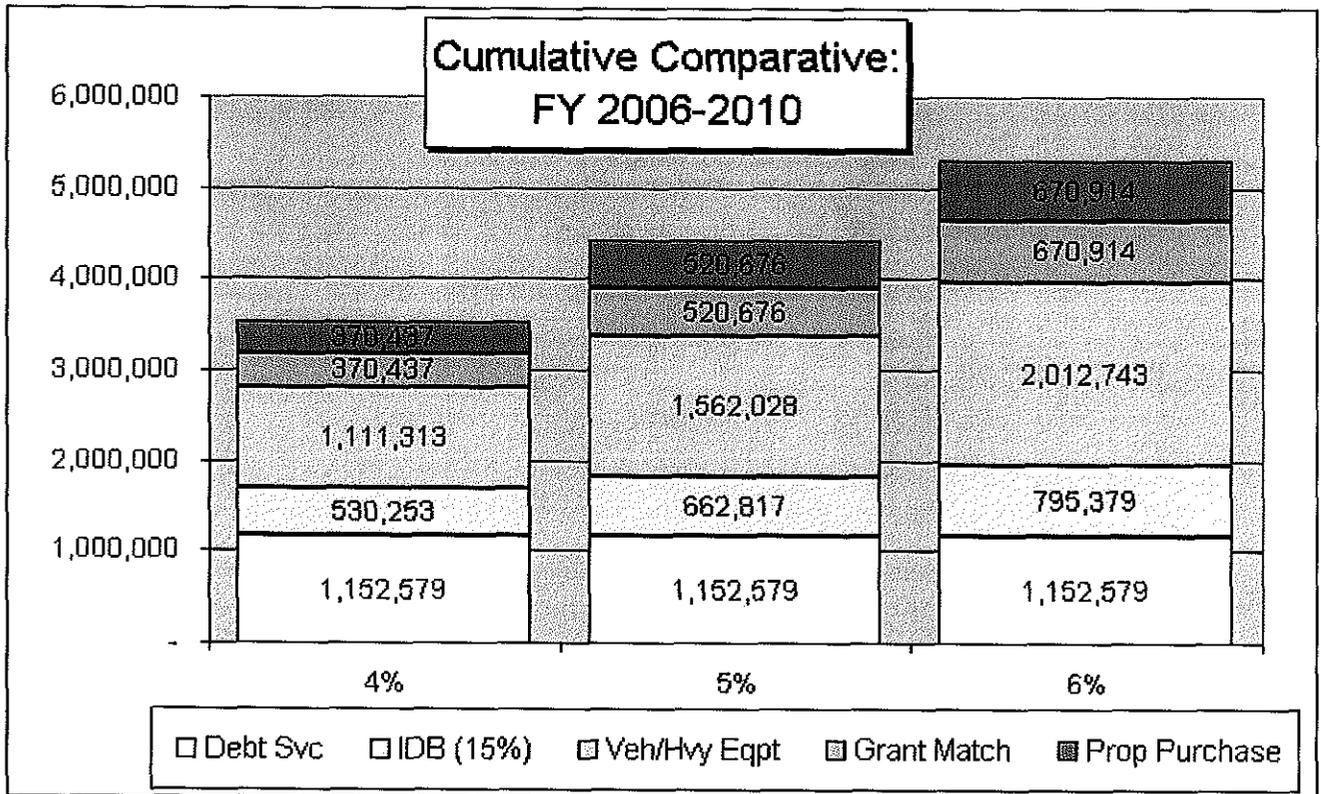


V. Projections

Presented below is a Five-Year Lodging Tax Fund (FY 2006-2010) cumulative projection for municipal tax rates ranging from the current 4% to 6%.

Note the following basis for the presentation:

- Revenue projections include the construction of two new hotels within the next year and an annual increase of 5%.
- IDB contributions are increased from 5% to 15%.
- Debt service is as currently exists for Bay Front property.
- Reserves [equal to Projected Revenues Less IDB Contributions Less Debt Service] are established as follows:
 - 60%: Vehicles and Heavy Equipment
 - 20%: Grant Matching funds
 - 20%: Future Property Purchases



More detailed annual information is attached for reference.

4%

	<u>FY 06</u>	<u>FY 07</u>	<u>FY 08</u>	<u>FY 09</u>	<u>FY 10</u>
Revenue Projected	617,012	677,012	710,863	746,406	783,726
IDB (5%)	(30,851)	(33,851)	(35,543)	(37,320)	(39,186)
Debt Service	<u>(487,926)</u>	<u>(167,134)</u>	<u>(165,493)</u>	<u>(165,363)</u>	<u>(166,663)</u>
	98,236	476,027	509,826	543,722	577,877
IDB (Increase to 15%)	(61,701)	(67,701)	(71,086)	(74,641)	(78,373)
Reserve for Grant Matching Funds	-	(75,107)	(81,862)	(88,476)	(94,991)
Reserve for Veh & Heavy Eqpt	<u>(36,535)</u>	<u>(333,219)</u>	<u>(356,878)</u>	<u>(380,606)</u>	<u>(404,514)</u>
	-	-	-	-	-

5%

	<u>FY 06</u>	<u>FY 07</u>	<u>FY 08</u>	<u>FY 09</u>	<u>FY 10</u>
Revenue Projected	771,265	846,265	888,579	933,007	979,658
IDB (5%)	(38,563)	(42,313)	(44,429)	(46,650)	(48,983)
Debt Service	<u>(487,926)</u>	<u>(167,134)</u>	<u>(165,493)</u>	<u>(165,363)</u>	<u>(166,663)</u>
	244,776	636,818	678,656	720,994	764,012
IDB (Increase to 15%)	(77,127)	(84,627)	(88,858)	(93,301)	(97,966)
Reserve for Grant Matching Funds	-	(106,419)	(114,739)	(122,997)	(131,238)
Reserve for Veh & Heavy Eqpt	<u>(167,650)</u>	<u>(445,772)</u>	<u>(475,059)</u>	<u>(504,696)</u>	<u>(534,809)</u>
	-	-	-	-	-

6%

	<u>FY 06</u>	<u>FY 07</u>	<u>FY 08</u>	<u>FY 09</u>	<u>FY 10</u>
Revenue Projected	925,518	1,015,518	1,066,294	1,119,609	1,175,589
IDB (5%)	(46,276)	(50,776)	(53,315)	(55,980)	(58,779)
Debt Service	<u>(487,926)</u>	<u>(167,134)</u>	<u>(165,493)</u>	<u>(165,363)</u>	<u>(166,663)</u>
	391,317	797,608	847,486	898,265	950,147
IDB (Increase to 15%)	(92,552)	(101,552)	(106,629)	(111,961)	(117,559)
Reserve for Grant Matching Funds	-	(137,731)	(147,616)	(157,519)	(167,485)
Reserve for Veh & Heavy Eqpt	<u>(298,765)</u>	<u>(558,326)</u>	<u>(593,240)</u>	<u>(628,786)</u>	<u>(665,103)</u>
	-	-	-	-	-

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

P.O. Box 250 / 26440 North Pollard Road, Daphne, AL 36526
Phone: (251) 626-2648 / 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"

ROSS & JORDAN, P.C.

Attorneys at Law
1111 Dauphin Street
Mobile, AL 36604

Telephone: (251) 432-5400

Facsimile: (251) 432-5445

jaybuzz@rossandjordan.com

Writer's e-mail address: tim@rossandjordan.com

JAY M. ROSS
JOE CARL "BUZZ" JORDAN
TIM W. FLEMING
BETSY M. TURNER
MISSTY C. GRAY

MAILING ADDRESS:
POST OFFICE BOX 210
MOBILE, AL 36601

June 20, 2005

Ms. Suzanne Henson, Sr. Accountant
City of Daphne
Daphne, AL 36526

Re: COMMUNITY ACTION AGENCY REQUEST FOR \$1,000.00

Dear Ms. Henson:

I have reviewed your request for advice regarding the recent request made by the Community Action Agency, for the City to donate \$1,000.00 towards the living expenses of a volunteer to be provided by the Corporation for National Service.

I have reviewed the Ethics Code, and Alabama Code 1975, §§11-96-1 thru 6, and I have consulted with Ms. Mary Ellen Harrison, Esq., with the Alabama League of Municipalities. It is my conclusion that as long as the City Council votes to approve the expenditure and states on the record that it is for a public purpose and describes the public purpose, there should not be any problem. Ms. Harrison is of the same opinion.

Note: If any of the Council members are on the Board of Directors for the Community Action Agency, then they should abstain from voting. This would avoid any appearance of "personal gain" for themselves or for an entity of which they are a part. Though this does not seem to be a real "benefit" to any one person, caution dictates that the council person abstain from the vote.

I would recommend that the City have the Community Action Agency state in writing the purpose of the use of the funds, clarifying that it is for a "public purpose" and not for private gain. I would think that since the money is going to assist a volunteer doing work in this area for the public, there should be no problem.

Alabama Code, 1975, §§11-96-1 thru 6, deal with Appropriations of money received by the State of Alabama through the Community Services Block Grant Act, Section 671 of the Omnibus Budget Reconciliation Act of 1981. Section 96-3 describes the make up of the Board of Directors, stating specifically as follows:

"

(b) Each community action agency shall administer its programs through a governing board consisting of 15 to 51 members.

(1) One-third of the members of the board shall be elected or appointed public officials, currently holding office or their representatives. These members shall be designated or approved by the chief elected local government official or officials of the jurisdiction which they represent.

(2) At least one-third of the members shall be persons chosen in accordance with democratic selection procedures adequate to assure that they are representative of the poor in the area served by the agency.

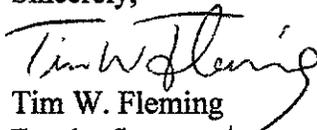
(3) The other members shall be officials or members of business, industry, labor, religious, welfare, education, housing or other major groups and interests in the community. Each member of the board selected to represent a specific geographic area within an appointed community must reside in the area represented.

...”

This subsection does not appear to have great relevance to the question proposed by the City. In addition, I would point out that this Community Action Agency covers a very large jurisdiction (Baldwin, Escambia, Clarke, Monroe & Conecuh counties, Alabama). Although Daphne would thus play a small part in this effort, the citizens of Daphne would nonetheless benefit by the volunteer's efforts through the Community Action Agency, which is designed to benefit the public at large.

Should you desire any further assistance in this matter, please feel free to contact us. We look forward to seeing you soon. With warmest regards, I remain

Sincerely,


Tim W. Fleming
For the firm

Xc: Mayor Fred Small

Public Safety Committee

Tuesday, July 5, 2005

*Councilman Greg Burnam, Chairman
Councilman Gus Palumbo
Councilwoman Regina Landry
City Attorney Jay Ross
City Attorney Tim Fleming
Michele Hanson - Secretary*

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

Committee Members Attending:

Chairman Greg Burnam, Councilwoman Regina Landry, Councilman Gus Palumbo, Capt. David Wilson, Capt. Randy Bishop, Fire Chief Mund Hanson, PW Superintendent Melvin McCarley and Michele Hanson, secretary.
Also Present: Mayor Fred Small, Lt. Daniel Bell and Capt. Matt Creel

I. CALL TO ORDER

Mr. Burnam **convened** the meeting at 4:45 p.m.

II. PUBLIC PARTICIPATION

A. New Business

1. Margaret Pew - Turn Signals at Lawson & CR 13

Mrs. Pew addressed the committee regarding her concerns with the intersection at Lawson and County Rd 13. She is requesting left turn signals on County Road 13 at Lawson Road. She further stated that the crossing guard does not get to the intersection until 7:35 am and a lot of the traffic is already over by then. Capt. Wilson stated that this is the busiest intersection in the City with the crossing guard directing 5 lanes of traffic at one time. Mrs. Pew stated she is there around 7:10 to drop her son off and the parking lot at the high school is already full with teenagers. Mrs. Landry stated that many are going through the church parking lot which is creating another problem with their new access onto CR 13. Capt. Wilson stated we can resolve that by having the crossing guard out there earlier. Melvin McCarley stated he has a price of \$5,500 to install the turn signals (for all directions) and re-program the lights and will put that in the FY06 budget.

2. Fran Doehring - Speed Hump on McAdams Avenue

Mrs. Doehring stated this is the second time her family has requested a speed hump on McAdams. She has observed that the speed limit is rarely obeyed and when driver's crest the hill, they rarely stop at the stop sign; there are many children in the neighborhood who cross the street and she feels this is a concern. She is requesting placing a speed hump at the top of the hill and before the stop sign. Mr. Burnam suggested getting the speed hump petition and have it completed and bring back to this committee for a recommendation to the council.

B. Old Business

III. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from June 7, 2005 Meeting

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

I. FIRE DEPARTMENT

A. New Business

1. Statistics for June 2005

Chief Hanson reviewed the stats for June. Chief Hanson stated runs were up by 15, medical by 24. Mr. Palumbo asked if Judge Roy Beans will be rebuilt. Mayor Small stated he has met with the Building Inspector and has asked him to proceed with the abatement on that property to get it cleaned up.

2. Sick & Vacation Accrual Leave

Chief Hanson submitted to the committee a request to change the calculation of sick & vacation accrual time for the 24 hours shift worker from the 2080 hours a year for a 40 hour a week employee to a percentage based on the number of hours worked per year. Mrs. Landry wanted to know how many hours per shift is actually spent as work, excluding sleep and meal time. Capt. Creel stated that the department is available for call 24 hours a day, however a call that last 20 minutes will actually be close to an hour after getting the vehicle and gear back in service and writing the report. He also reviewed the comparison leave policy for other municipalities. Mr. Palumbo asked how many hours does a firefighter have to use when using his vacation or sick time. Chief Hanson stated it would be either 12 or 24 hours and that the firefighter is at a disadvantage in that he can't take a few hours off at a time. It is not feasible to call in another shift employee (at overtime) to cover a few hours, therefore a firefighter takes either 12 or 24 hours off. Mrs. Landry asked how do they work a 40 hour week when they work 24 hour shifts. Chief Hanson stated they don't. In comparison, in a 28 day work cycle, a non-shift employee works 160 hours, a firefighter works 216 hours. The committee members would like to look over the request and make a recommendation at the August meeting.

B. Old Business

II. POLICE DEPARTMENT

A. New Business

1. Statistics for May 2005

Capt. Wilson reviewed the stats for May.

2. Jail Inspection Report

Capt. Bishop reviewed the inspection report and stated that all non-compliance items have been corrected.

3. Budget Discussion

Capt. Wilson stated that the department is planning to ask for 2 officers per shift in the FY06 budget. Due to the growth of Daphne and the surrounding area, residential and business, the need for more officers is essential.

B. Old Business

1. North Precinct

Capt. Wilson stated that some construction has started.

III. OTHER BUSINESS

Mr. Burnam allowed Mr. Tom Fouts to address the committee. Mr. Fouts stated he feels that his home was illegally searched by the Daphne Police Department and would like for this committee to investigate this matter. Mr. Burnam stated that this committee discusses public safety concerns only and not the legal matters of the city or the police department. Capt. Wilson advised Mr. Fouts that this was a criminal matter and that we have had two trials on it and at neither time did a District or Circuit Judge throw out the search warrant.

VII. ADJOURN

There being no further business to discuss, Chairman Burnam **adjourned** the meeting at 5:45 p.m. The next regular scheduled meeting will be **Tuesday, August 2, 2005 at 4:30 p.m. at the Joseph H. Hall Justice Center.**

Respectfully submitted,

Daphne Public Safety Committee

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

	Current:	FY to Date:
Suppression:		
1-Fire/Explosion:		
10-Fire, Other	-	-
11-Structure Fire/Commercial	1	5
11-Structure Fire/Residential	3	17
12-Fire in Mobile Property used as fixed structure	-	-
13-Mobile Property (vehicle) Fire	4	21
14-Natural Vegetation Fire	-	22
15-Outside Rubbish Fire	-	6
16-Special Outside Fire	-	-
17-Cultivated Vegetable Crop Fire	-	-
2-Overpressure Rupture:	-	2
3-Rescue Call and Emergency Medical Service Incidents:	127	918
4-Hazardous Conditions (No fire):	3	42
5-Service Call:	11	132
6-Good Intent Call:	8	107
7-False Alarm & False Call:	12	79
8-Severe Weather & Natural Disaster:	-	-
9-Other Situation:	1	7
Total Emergency Calls:	150	1,162
Monthly Total Calls:	170	1,358
Response Time:		
Highest:	11	18
Lowest:	1	1
Average (Minutes/Seconds) :	4/37	4/56
Miscellaneous Reports:		
Training Hours	287.75	2,992.32
Property Loss - \$	18,750	303,796
Fire Personnel Injuries by Fire/Civilian Injuries by Fire	-/-	-/3
Child Passenger Safety Seat Inspections/Installations	21	135
Fire Prevention Awareness/Education:		
Classes	8	93
Persons Attending	1,436	6,853
Bureau of Fire Prevention:		
Plan Reviews	10	81
Final/Certificate of Occupancy	-	1
General/Annual Inspections	183	1594
Business Licenses	5	29
Consultations	-	3
All Other/Misc. Activities	4	10
Total Activities:	202	1718

Authorized by:

A. Mund Hanson

A. Mung₂Hanson

DAPHNE POLICE DEPARTMENT CONDENSED ACTIVITY REPORT

Month of: **MAY 2005**

<p>Patrol Division: <i>(Capt. Taylor)</i></p>	<p># Complaints.....1011 # Misdemeanor Arrests.....50 # Felony Arrests.....13 # Citations.....284</p>	<p># Close Patrols162 # Warnings.....154 # Motorist Assists218 # Alias Warrants 48</p>	<p># Roadway Accidents.....77 # Private Property Accidents.....33 # DUI's..... 11 # Vehicles Searched 8 # Houses Searched..... 6</p>		
<p>Detective Division: <i>(Lt. Bell)</i> <i>(Capt. Taylor)</i></p>	<p># New Cases Received.....49 # Previous Unsolved Cases Carried Over128 Highest Caseload177 #Cases Solved..... 15 Resulting in Total Arrests13 Felonies.....9 Misdemeanors.....4</p>	<p>WARRANTS: Bettner Served.....35 Officer Served.....4 Recalls (Pd Fines).....20 Total Warrants Served59 Sex Offenders: New Registrations.....0 Contact Verifications.....1 Total Number of Registered Sex Offenders in Daphne:8</p>		<p>DARE: # Hours Report Writing.6 #Students Instructed SRO.131 #Students Instructed DARE. 400 #Police Reports by SRO's.3 #Arrests by SRO's. 4 CODE ENFORCEMENT: Warnings.....7 Citations..... 1 Warning Compliance.....8 Follow-up.....8</p>	
<p>Support Services Division: <i>(Capt. Bishop)</i></p>	<p>DISPATCH: Total Calls Dispatched 380</p>	<p>JAIL: Total Arrestees Received & Processed205 Arrestees by Agency: Daphne PD.....128 BCSO15 Loxley PD.....37 Silverhill P.D.....8 Spanish Fort PD.....9 Trooper.....4 INS0 Other Agencies4</p>	<p><i>YTD</i> 1526 906 130 18064 118307028</p>	<p>Highest #.....41 Lowest #29 Meals Served2,290 Medical Costs\$1,336.00 Worker Inmate Hours733</p>	<p><i>YTD</i> N/A N/A 16,779 .. \$12,494.52 3,965</p>
<p>Animal Control: <i>(Capt. Wilson)</i></p>	<p># Complaints.....95 # Follow-Ups..... 159 # Citations.....5 # Warnings 5</p>	<p># Felines Captured22 # Canines Captured.....20 # Other Captured..... 14</p>		<p># Returned to Owner 13 # Adopted Out40 # Euthanized27</p>	
<p>Drug Report from Routine Patrol & Special Operations: <i>(Capt. Wilson)</i></p>	<p># Misdemeanor Marijuana Arrests..... 4 # Felony Marijuana Dealer Arrests 1 # Controlled Substance Arrests.....3</p>	<p># Drug Paraphernalia Arrests.....4 Drug Interdiction/Vehicles Searched14</p>		<p>Drugs Seized.....ecstasy,marijuana, methamphetamine Money Seized0 Vehicles Seized.....0</p>	
<p>Crimes Reported This Month:</p>	<p>Arson0 Burglary - Residence..... 12 Burglary - Business 1 Burglary - Vehicle..... 2 Criminal Mischief.....16 Domestic Disturbances.....33 Disorderly Conduct 4 Felony Theft17 Misdemeanor Theft33 Felony Assault.....2 Misdemeanor Assault.....3</p>	<p>False Info to Law Enforcement0 Harassment.....15 Indecent Exposure.....0 Kidnapping.....0 Murder.....1 Menacing.....1 Public Intoxication.....0 Public Lewdness1 Receiving Stolen Property0 Robbery.....0 Reckless Endangerment.....0</p>		<p>Rape0 Resisting Arrest 1 Suicide0 Attempted Suicide 1 Other Death Investigations.....0 Theft of Services.....0 Unauthorized Use of Services0 White Collar Crimes.....3 Weapon Offenses.....0</p>	

**ALABAMA DEPARTMENT OF PUBLIC HEALTH
DETENTION FACILITY INSPECTION REPORT**

Donald E. Williamson, MD
State Health Officer

Baldwin County

NOTICE: The deficiencies noted should be addressed as soon as possible. The recommendations to correct the noted deficiencies are based upon Alabama Department of Public Health "Guidelines for the Inspection of Prisons and					
Facility Name:		Daphne City Jail			
Director:		City of Daphne			
Address:		1502 Hwy 98, Daphne, AL 36526- <i>RTC-108 RTC 308 TYDIARS¹¹</i>			
Date	Insp. Time	Design Capacity	Population	Telephone Number	Purpose
<i>06/005</i>	Out In <i>3:30</i>	<i>W-36 H-M-F-30 M-36</i>	<i>W-1 H-M-1F2 M-22</i>	<i>621-2808</i>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Other <input type="checkbox"/> Compliance
Description		Non-Compliance? (X)	Comments		
01 Water: source, approved; Public (X) Private () Hot and cold water under pressure; Drinking water provided					
02 Sewage: Sewage and waste water disposal Public (X) Private ()					
03 Plumbing: Installed, maintained; Cross connections, back siphonage, backflow					
04 Toilet, Hand Washing, Bathing Facilities: Adequate number, convenient, designed, installed <i>Good repair, clean; Hand cleaner, tissue, towels provided</i>		<i>Rusty shower C-1</i>			
05 Solid Waste: Containers, adequate number, clean covered; Outside storage area clean, properly constructed					
06 Vermin Control: Presence of insects, rodents Outer openings protected					
07 Floors, Walls, Ceilings: Floors, constructed, drained, clean, good repair; Walls and ceilings, good repair, clean					
08 Lighting: Adequate, provided as required					
09 Heating/Ventilation: Room temperature maintained Room and equipment vented as required			<i>76°F Block B</i>		
10 Laundry: Clean, soiled clothing, linen properly stored Clean and good repair; Equipment, good repair, maintained					
11 Clothing: Provided, regular changes, clean					
12 Bedding: Clean linen provided Mattresses, etc., in good repair, storage					
Areas Visited: <i>(1) Inmate does have STD but will not consent to tests Block C Block A Block B shower ceiling Mildew Block B call 1-2-5 tissue over vent</i>			Inspected By: <u>Tammy Brown</u> Signature: <i>Tammy Brown</i> Accompanied By: <i>Vincent Jesus</i> Signature: <i>JAC</i> Received By: _____ Title: _____ Signature: <i>JAC</i>		

ADPH-FLP-1103 / 3-2004 (BS)

May 27, 2005

INTERNAL MEMORANDUM

TO: Chief Hanson
FROM: Sharon Cureton, HR Director
RE: Fire Fighter Leave Accruals

The City of Daphne's current leave accrual policy includes:

VACATION	
<u>Years of Service</u>	<u>Number of Vacation Days/Hours Earned</u>
0 through 9	10 days/80 hours
10 through 14	15 days/120 hours
15 through 24	20 days/160 hours
over 25 years	25 days/200 hours

SICK LEAVE
6.67 hours of sick leave are accrued each month for a total of 80 hours per year.

Your department requested that we research the leave accrual rates in other jurisdictions for fire fighters who work 24 hour shifts against the accrual rates for regular 40 hour a week employees. The summary of our research is attached.

The City is clearly lagging other jurisdictions in both vacation and sick leave accrual rates for fire fighters. As we have discussed, I am in full support of increasing the leave accrual rates to 120 hours per year for both vacation and sick leave.

If you need additional information, please let me know.

Memo

To: Mayor Small
Public Safety Committee
From: Chief Hanson 
Date: June 7, 2005
Re: Firefighter Leave Accruals

We requested the Human Resource department research the leave accrual rates in other jurisdictions for firefighters working the 24 hour shifts. The summary of the research is attached. The summary clearly shows that we are at the bottom.

A 40 hour a week employee's annual salary is based on 2,080 hours a year. A 24 hour shift employee's annual salary is based on 2,808 hours a year.

I request that the calculation for our 24 hour shift personnel be calculated based on the 2,808 hours worked per year for both sick and vacation accrual as shown below:

Sick:

40 hour employee: 80 hours earned per year divided by 2080 hours per year equals .03846 hours earned per hour.

24 hour shift employee: 2808 hours per year multiplied by .03846 hours earned per hour (40 hour employee) equals 108 hours. I request that the 108 hours be rounded up to 120 hours to equal 5 shifts.

Vacation:

40 hour employee 0-9 years service: 80 hours earned per year divided by 2080 hours per year equals .03846 hours earned per hour.

24 hour shift employee: 2808 hours per year multiplied by .03846 hours earned per hour (40 hour employee) equals 108 hours. I request that the 108 hours be rounded up to 120 hours to equal 5 shifts.

40 hour employee 10-14 years service: 120 hours earned per year divided by 2080 hours per year equals .05769 hours earned per hour.

24 hour shift employee: 2808 hours per year multiplied by .05769 hours earned per hour (40 hour employee) equals 162 hours. I request that the 162 hours be rounded up to 168 hours to equal 7 shifts.

40 hour employee 15-24 years service: 160 hours earned per year divided by 2080 hours per year equals .07692 hours earned per hour.

24 hour shift employee: 2808 hours per year multiplied by .07692 hours earned per hour (40 hour employee) equals 216 hours or 9 shifts.

40 hour employee over 24 years service: 200 hours earned per year divided by 2080 hours per year equals .09615 hours earned per hour.

24 hour shift employee: 2808 hours per year multiplied by .09615 hours earned per hour (40 hour employee) equals 270 hours. I request that the 270 hours be rounded up to 288 hours to equal 12 shifts.

I have attached a memo from HR Director Sharon Cureton in support of this request.

Captain Hanak and Captain Creel will also be attending the July meeting to discuss this request.

Thank you for your consideration.

FIRE FIGHTER LEAVE POLICY COMPARISONS

draft 3-4-05

FIRE FIGHTER VACATION HOURS EARNED PER YEAR

CITY	0-5 YEARS	5-10 YEARS
Montgomery County	146	146
Hoover	128	160
Jefferson County Pers Bd	128	
Northport	127	
Auburn	127	
Athens	120	144
Prattville	120	120
Hartselle	112	168
Madison	112	168
Mobile	112	140
Saraland	112	140
Bay Minette	106	159
Gulf Shores	96	96
Foley	96	96
Daphne	80	80
Gadsden	80	120
Florence	72	120
Average	110	133

SPECIAL SITUATIONS

Anniston	48 (6 workdays)	56 (7 work days)	Charged 8 hours for a 24 hour shift
Ozark	120	120	Charged 16 hours for 24 hour shift
Orange Beach	80	120	Charged 16 hours for 24 hour shift
Albertville	Same accrual as other ees but charged 16 hours for 24 hour shift		

FIRE FIGHTER SICK LEAVE HOURS EARNED PER YEAR

CITY	Sick Leave Hours	
Opelika	162	
Montgomery County	146	
Hartselle	145	
Florence	144	
Ozark	144	
Madison	135	
Jefferson Co. Pers Bd	128	
Gulf Shores	127	
Northport	127	
Foley	116	
Hoover	115	
Mobile	112	
Orange Beach	104	Charged 16 hours per 24 hour shift
Daphne	80	
Bay Minette	60	
Average	123	
Special Situations		
Athens	288	12 shifts per year-24 hours earned every full month

Ordinance Committee

Tuesday, July 5, 2005

5:30 p.m.

*Councilwoman Regina Landry, Chairperson
Councilman Greg Burman
Councilman Gus Palumbo
Michele Hanson, Secretary*

City Attorney Jay Ross

Committee Members Attending:

Chairperson Regina Landry, Councilman Greg Burnam, Councilman Gus Palumbo, City Attorney Tim Fleming, Code Enforcement Officer Ed Kirby and Michele Hanson, secretary.

Also Present: Sandy Carden, HR department and Ronnie Phillips, Building Inspector

Mr. Burnam asked the other committee members if either would like to chair this committee. Mrs. Landry stated that she would.

Motion by Mr. Palumbo to appoint Mrs. Landry as chair for the Ordinance Committee. ***Seconded by Mr. Burnam.*** **Motion carried.**

I. CALL TO ORDER

Mrs. Landry **convened** the meeting at 5:46 p.m.

II. PUBLIC PARTICIPATION

No one present to address the committee.

III. APPROVAL OF MINUTES

* First meeting, no minutes to adopt

IV. ORDINANCE REVIEW/DISCUSSION

1. *Personnel Policy re: Equal Opportunity, Sexual Harassment, Workplace Violence, Retaliation, Complaint Procedures and Security Measures*
2. *Personnel Policy re: Modification of Salaries and Percentage Increase or Decrease in Pay*
3. *Personnel Policy re: Employee Insurability*

Mr. Palumbo asked to table these ordinances until the August meeting when the HR Director, Sharon Cureton, will be able to attend.

4. *Abatement Ordinance*

Mr. Fleming submitted to the committee the new Abatement ordinance. Mr. Ronnie Phillips, Building Inspector, stated that this ordinance will give his department the authority to bring certain properties up to code and to condemn those that are beyond repair and to impose liens against the property for demolition/repair cost.

Motion by Mr. Palumbo to favorably recommend to the City Council the adoption of the Abatement Ordinance. **Seconded by Mr. Burnam.** **Motion carried.**

5. *Clean-Up Ordinance*

Mr. Fleming reviewed this ordinance to “clean-up” existing ordinances 2003-32 and 2003-12 and to include a repealer section in ordinance 2004-43.

Motion by Mr. Palumbo to favorably recommend to the City Council the adoption of the Clean-Up Ordinance. **Seconded by Mr. Burnam.** **Motion carried.**

I. OTHER BUSINESS

II. ADJOURN

There being no further business to discuss, the meeting was adjourned at 6:20 p.m.

The next regular scheduled meeting will be **Tuesday, August 2, 2005 at 5:30 p.m. at the Joseph H. Hall Justice Center.**

Respectfully submitted,

Ordinance Committee

DRAFT
**PUBLIC WORKS COMMITTEE MEETING
JUNE 24, 2005**

Councilman Bailey Yelding, District 1

Councilwoman Cathy Barnette, District 2

Council man John Lake, District 3

I. CALL TO ORDER

The June 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, Ken Eslava, Scott Hutchinson, Melvin McCarley, Wanda Goins

II. PUBLIC PARTICIPATION & CORRESPONDENCE

The committee reviewed and discussed the correspondence and the work request report for May 2005. Cathy Barnette inquired about mosquito and drainage problems on Old County Road. Ken Eslava informed the committee there's a 20 foot wooded stretch that the resident wants cleared because of mosquitoes. Mr. Eslava informed the committee due to a question on the easement the clearing would be put on hold, but would be sprayed for mosquitoes. Cathy Barnette informed the committee the resident is willing to show his deed. Cathy Barnette informed Mayor Small she would give him the resident's telephone number so he could look at the easement. Bailey Yelding asked that Reed Lane be sprayed for mosquitoes.

III. OLD BUSINESS

The committee reviewed the minutes from the Public Works Committee meeting held May 27, 2005. **Cathy Barnette motioned to approve the minutes; Bailey Yelding seconded the motion.**

IV. NEW BUSINESS

V. DIRECTOR'S REPORT

A. Legal Opinion Update

Ken Eslava informed the committee the storm water authority investigation shows there is no authority for the city of Daphne to start an authority. Mayor Small informed the committee he would talk with Randy Davis, Steve McMillian, and Bradley Byrnes to get help from the legislation. Mayor Small will also talk to the Mayors from Fairhope, Spanish Fort and Foley to get them involved and report to the committee. Mayor Small informed the committee he would get with Riley to get a resolution started. The committee discussed the legal issues and cutting the cost.

B. County Road 13 – City/County/Baldwin Co. Board of Education Update

Ken Eslava informed the committee the agreement has been completed and only needs a signature. Mayor Small informed the committee the agreement has been signed and delivered to Bay Minette. Mayor Small informed the committee the commission has agreed to pass onto the council to take in the easements for County road 64 and 13. Scott informed the committee to go ahead and advertise for bids.

C. Sediment & Erosion Control Enforcement

Mayor Small advised the committee the salary has been drawn up. The committee discussed what the job duties would consist of for the new Inspector position.

D. Park City North

Ken Eslava advised the committee of the caving in and sinking problems on Pinehill Road.

F. Recycling Grant Program

Ken Eslava advised the committee ADECA was here on Tuesday June 21st for the grant analysis review. ADECA is very pleased with the program.

VI. SOLID WASTE AUTHORITY

A. Household Hazardous Waste Program

Ken Eslava informed the committee there is no update at this time. **Cathy Barnette made a motion for Mayor Small and Ken Eslava to move forward with the project Bailey Yelding seconded the motion.**

DRAFT

VII. MUSEUM COMMITTEE

VIII. BEAUTIFICATION COMMITTEE

A. Ken Eslava informed the committee about the 4th of July plans at the Public Works Department.

IX. ENGINEER REPORT

A. NRCS Update

Scott Hutchinson informed the committee the big project behind the Methodist Church has been approved. Ken Eslava informed the committee the 40 foot deep gully is washing away and needs to be fixed.

X. FUTURE BUSINESS

A. Cathy Barnette informed the committee she has talked with David Yager on the problems with the Lake Forest Lake.

B. Mayor Small inquired about the speed bumps on Caroline Avenue and Old Spanish Trail.

C. The next Public Works Committee meeting will be held July 29 at 8:00 a.m.

XI. ADJOURNMENT

The meeting adjourned at 9:10 a.m.

**CITY COUNCIL MEETING
REPORTS OF SPECIAL COMMITTEES**

NOTES:

BOARD OF ZONING ADJUSTMENTS REPORT:

DOWNTOWN REDEVELOPMENT AUTHORITY REPORT:

INDUSTRIAL DEVELOPMENT BOARD:

LIBRARY BOARD:

PLANNING COMMISSION REPORT:

RECREATION BOARD REPORT:

UTILITY BOARD REPORT:

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 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.

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 6:07 p.m.

CALL OF ROLL:

Members Present:

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

Staff Present:

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

Staff Absent:

Tim Fleming, Associate Attorney

The Chairman stated the first order of business is the call to order. Please let the record reflect all members of the Commission are present. The next order of business is approval of the minutes.

APPROVAL OF MINUTES:

The minutes of the May 26, 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 May 26, 2005 regular meeting minutes. The Motion carried unanimously.**

NEW BUSINESS:

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

SUMMARIZATION OF MINUTES:

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The Chairman stated the next order of business is an administrative review for the Overlay District.

ADMINISTRATIVE PRESENTATION:

An introductory presentation was given by Mr. Frank Johnston, representing Aronov Realty Management, Inc., and assisted by Jay Ross, City Attorney, of the Overlay District proposed at U. S. Highway 90 and Alabama Highway 181. Additional revisions to the Overlay District were distributed at 6:00 p.m. to the Planning Commission for discussion.

The Commission discussed at length the proposed revisions which include the following: deleting existing on page 4, utility placement, page 14, revisions to interstate I-10 North landscaping and maintenance criteria, page 16, offstreet parking, and page 19, permitted signs B,1,(i).

Mr. Ross commented on the proposed revisions. He asked if it pleased the Commission, do you want the revisions for review prior to the close of the meeting or are you satisfied the changes would be made as directed.

A **Motion** was made by Mr. Chason and **Seconded** by Mr. Carrico *to favorably recommend adoption of the Overlay District, contingent upon the changes proposed by the Planning Commission.*

Upon roll call vote, the Motion carried.

<i>Mayor Small</i>	<i>Aye</i>
<i>Mr. Chason</i>	<i>Aye</i>
<i>Mr. Carrico</i>	<i>Aye</i>
<i>Mr. Eide</i>	<i>Aye</i>
<i>Mr. West</i>	<i>Aye</i>
<i>Mr. Day</i>	<i>Aye</i>
<i>Mr. Coulter</i>	<i>Aye</i>
<i>Ms. Barnette</i>	<i>Aye</i>
<i>Mr. Kirby</i>	<i>Aye</i>

The Chairman stated the next order of business is site plan review for the Daphne Substation Site.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

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File S05-14:

Site: Daphne Substation Site

Location: On the North side of Johnson Road approximately one quarter mile West of U. S. Highway 98

Area: 1.19 Acres ±

Owner: Utilities Board of the City of Daphne

Agent: Utilities Board of the City of Foley (Riviera Utilities)
-Donald Boone, Electric Department Superintendent

An introductory presentation was given by Mr. Donald Boone, Electric Department Superintendent for the Utilities Board of the City of Foley (Riviera Utilities), requesting site plan review for the placement of a substation located on the North side of Johnson Road approximately one quarter mile West of U. S. Highway 98. He thanked the staff for assisting him in placing the site plan on the agenda for the site preview and regular meeting because the item had been withdrawn earlier due to an ownership issue which needed to be addressed by the attorney. Due to the growing needs for electricity in the City of Daphne, Riviera Utilities is proposing to construct an additional substation in this area. The Utilities Board of the City of Daphne is proposing to transfer this property to the Utilities Board of the City of Foley in exchange for another piece of property located in Daphne. This proposal was approved by the Utilities Board on Wednesday, June 22, 2005 at their regular meeting. 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 whether or not the site plan should be approved of the location of the site was not represented properly on the site plan.

Mr. Eady asked which drawing was not properly represented on the power point presentation.

Ms. Barnette stated the vicinity map shows the location on Main Street and the site is located on West of U.S. Highway 98 and Johnson Road.

Mr. Eady stated the vicinity map does not affect the information contained on the site plan. It is a map to be used only as a reference.

A Motion was made by Mr. Kirby and **Seconded** by Mr. West **to approve the Site Plan for the Daphne Substation Site.**

The Chairman stated the next order of business is final plat review for Sunset Bay Villas, Phase 9.

FINAL PLAT REVIEW:

**THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.**

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File SDF05-09:

Subdivision: Sunset Bay Villas, Phase 9

Location: South of Lake Forest Yacht Club and West of East Bay Apartments
Area: 0.48 Acres \pm , (8) units
Owner: Sunset Bay Villas, L.L.C. - Henry Bostwick
Engineer: Hutchinson, Moore & Rauch - Ray Moore

An introductory presentation was given by Mr. Moore, representing Hutchinson, Moore & Rauch, requesting final plat approval of a one-half acre subdivision consisting of eight units located South of Lake Forest Yacht Club immediately West of East Bay Apartments. This is phase nine of a continual process for this development. I will be glad 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 would entertain a motion.

A Motion was made by Mr. Kirby and Seconded by Mr. Chason to grant Final Plat approval to Sunset Bay Villas Condominiums, Phase 9. The Motion carried unanimously.

The Chairman stated the next order of business is final plat review for Sunset Bay Villas, Phase 8.

File SDF05-10:

Subdivision: Sunset Bay Villas, Phase 8

Location: South of Lake Forest Yacht Club and West of East Bay Apartments
Area: 0.31 Acres \pm , (8) units
Owner: Sunset Bay Villas, L.L.C. - Henry Bostwick
Engineer: Hutchinson, Moore & Rauch - Ray Moore

An introductory presentation was given by Mr. Moore, representing Hutchinson, Moore & Rauch, requesting final plat approval of a 0.31 acre subdivision consisting of eight units located South of Lake Forest Yacht Club immediately West of East Bay Apartments. This is phase eight of a continual process for this development. I will be glad to answer any questions you may have.

**THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.**

SUMMARIZATION OF MINUTES:

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

A Motion was made by Mr. Kirby and **Seconded** by Mr. Chason **to grant Final Plat approval to Sunset Bay Villas Condominiums, Phase 8. The Motion carried unanimously.**

The Chairman stated the next order of business is final plat review for Austin Park Subdivision.

File SDF05-11:

Subdivision: Austin Park

Location: On County Road 54 West, Northwest of Garrett Road
Area: 28.33 Acres \pm , (75) lots
Owner: J. Lee Davenport
Engineer: Hutchinson, Moore & Rauch - Ray Moore

An introductory presentation was given by Mr. Moore, representing Hutchinson, Moore & Rauch, requesting final plat approval of a twenty-eight acre subdivision consisting of seventy-five lots located on County Road 54 West Northwest of Garrett Road. There was a question during site preview regarding the performance bond which has been secured by the developer. I will be glad 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 would entertain a motion.

A Motion was made by Mayor Small and **Seconded** by Mr. Kirby **to grant Final Plat approval to Austin Park Subdivision. The Motion carried unanimously.**

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

File SDF05-12:

Subdivision: Sehoy, Phase V

Location: The East side of County Road 13 between Lawson and Pleasant Roads
Area: 14.04 Acres \pm , (29) lots
Owner: Sehoy Development, L.L.C. - Sonny Nichols
Engineer: Hutchinson, Moore & Rauch - Scott Hutchinson

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

SUMMARIZATION OF MINUTES:

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An introductory presentation was given by Mr. Hutchinson, representing Hutchinson, Moore & Rauch, requesting final plat approval of a fourteen-acre subdivision consisting of twenty-nine lots located the East side of County Road 13 between Lawson and Pleasant Roads. He commented on the appearance of the site. The developer elected to do the site work during the construction of the subdivision in order to supervise the preparation of the lots for construction because of the sensitivity of the environmental issues near the creek. I will be glad 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 would entertain a motion.

A Motion was made by Mr. Coulter and **Seconded** by Mr. West **to grant Final Plat approval to Sehoy Subdivision, Phase Five. The Motion carried unanimously.**

The Chairman stated the next order of business is preliminary/final plat review for Innisfree Subdivision, Amended Plat.

PRELIMINARY/FINAL PLAT REVIEW:

File SDPF05-14:

Subdivision: Innisfree (Amended Plat)

Location: On County Road 13 immediately South of Tiawasee Trace Subdivision

Area: 7.12 Acres \pm , (3) lots

Owner: Susan McGhee

Engineer: Hutchinson, Moore & Rauch - Ray Moore

An introductory presentation was given by Mr. Moore, representing Hutchinson, Moore & Rauch, requesting preliminary/final plat approval of a seven-acre subdivision consisting of three lots located on County Road 13 immediately South of Tiawasee Trace Subdivision. The subdivision currently consists of four lots and the owner wishes to revise the plat to combine two of the lots in order to make three lots. I will be glad 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.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

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A **Motion** was made by Mr. West and **Seconded** by Mr. Kirby **to grant Preliminary/Final Plat approval to Innisfree Subdivision, Amended Plat. The Motion carried unanimously.**

The Chairman stated the next order of business is preliminary/final plat review for the Resubdivision of Lots 1 and 2, Warren Subdivision.

File SDPF05-15:

Subdivision: Resubdivision of Lots 1 and 2, Warren Subdivision

Location: West side of the intersection of Captain O'Neal
Area: 2.25 Acres \pm , (2) lots
Owner: Phillip Hodgson
Engineer: Hutchinson, Moore & Rauch - Johnny Holley

An introductory presentation was given by Mr. Holley, representing Hutchinson, Moore & Rauch, requesting preliminary/final plat approval of a two and one-quarter acre subdivision consisting of two lots located on the West side of Captain O'Neal Drive. The subdivision currently consists of two lots and the owner wishes to move the lot line between lots 1 and 2 to the East one hundred and twenty-five feet. The original Warren Subdivision was recorded in 1988. The plat has an ingress and egress drive from Captain O'Neal Drive to lot 1. The owner wishes to move the lot between the lots to make lot 2 larger and change the ingress and egress drive from a nonexclusive easement to an exclusive easement for access to lot 1. I will be glad 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. Chason and **Seconded** by Mr. Kirby **to retire into executive session at 7:30 p.m. The Motion carried unanimously.**

The meeting was reconvened at 8:00 p.m.

The Chairman stated do any of the Commissioners or Mr. Eady have any further questions or comments. He stated that it is the consensus of the Planning Commission has no jurisdiction over this matter and no action will be taken.

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

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

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File SDPF05-16:

Subdivision: Dunbar

Location: On Highway 54 East
Area: 2.25 Acres \pm , (2) lots
Owner: Clyde Dunbar
Engineer: Hutchinson, Moore & Rauch - Ray Moore or Scott Hutchinson

An introductory presentation was given by Mr. Holley, representing Hutchinson, Moore & Rauch, requesting preliminary/final plat approval of a two and one-quarter acre subdivision consisting of two lots located on Highway 54 East. The owner of the property proposed to divide the property into two lots. I will be glad 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 Dunbar Subdivision. The Motion carried unanimously.**

The Chairman stated the next order of business is preliminary plat review for Belle Meadows Subdivision.

PRELIMINARY PLAT REVIEW:

File SDP05-11:

Subdivision: Belle Meadows

Location: Northeast corner of County Road 54 and Garrett Road
Area: 5 Acres \pm , (13) lots
Owner: Glover Builders, Inc. - Charles Glover
Engineer: Orion Engineering - Bradley Peacock

An introductory presentation was given by Mr. Peacock, representing Orion Engineering, requesting preliminary plat approval of a five-acre subdivision consisting of thirteen lots located Northeast corner of County Road 54 and Garrett Road. I will be glad 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.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

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An adjacent property owner commented on the proposed subdivision and the flooding problem which exists on Garrett Road and how it would be impacted by the development of additional lots. The drainage for the subdivision would be directed from the detention pond for this site to the East to an existing ditch which does not drain.

Mr. Peacock commented on the proposed design of the subdivision and that it did meet all of the requirements of the City of Daphne and Baldwin County.

The Chairman closed public participation. Do any of the Commissioners or Mr. Eady have any further questions or comments? If there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. Kirby to grant Preliminary approval to Belle Meadows Subdivision.

The Motion failed due to the lack of a second.

A Motion was made by Mr. Chason and Seconded by Ms. Barnette to table the Preliminary Plat for Belle Meadows Subdivision until the July 28, 2005 or August 25, 2005 regular meeting, contingent upon the employment of an independent engineer to review the present drainage design of the subdivision.

Upon roll call vote, **the Motion carried.**

Mr. Kirby	Nay
Ms. Barnette	Aye
Mr. Coulter	Aye
Mr. Day	Nay
Mr. Eide	Nay
Mr. West	Aye
Mr. Carrico	Aye
Mr. Chason	Aye
Mayor Small	Aye

Mr. Ross stated Mr. Chairman, Mr. Peacock could waive the thirty-day requirement.

Mr. Peacock consented to waiving the thirty-day requirement.

The Chairman stated the next order of business is preliminary plat review for Daphne Commerce & Technology Center Subdivision.

**THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.**

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File SDP05-12:

Subdivision: Daphne Commerce & Technology Center

Location: On Old Highway 31 one mile East of Alabama Highway 181
Area: 83.89 Acres ±, (26) lots
Owner: Sonny Nichols
Engineer: Hutchinson, Moore & Rauch - Scott Hutchinson

An introductory presentation was given by Mr. Hutchinson, representing Hutchinson, Moore & Rauch, requesting preliminary plat approval of an eighty-three acre subdivision consisting of twenty-six lots located on Old Highway 31 one mile East of Alabama Highway 181. The proposed subdivision will consist of a commercial/technical center with a mix of light industry and manufacturing. I will be glad 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.

An adjacent property owner commented on the development of lots in some wetlands area which is prohibited by the Corps of Engineers. Also, on the internet the owner of the property is proposing to presale the lots prior to approval of the final plat by the Planning Commission and recording by the Judge of Probate which is punishable by state law by a fine of five hundred dollars (\$500.00).

The Chairman closed public participation. Do any of the Commissioners or Mr. Eady have any further questions or comments?

Mr. Hutchinson stated all developers presale lots for their subdivisions, but do not actually close the sale of the lot until such time of the recording of the final plat. The penalty according to the City of Daphne Land Use and Development Ordinance is one hundred dollars (\$100.00) and if the city deems that we are in violation I will be happy to pay it.

Mr. Ross concurred that the fine is one hundred dollars (\$100.00), not five hundred (\$500.00).

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

A Motion was made by Mr. Kirby and Seconded by Mayor Small to grant Preliminary Plat approval to Daphne Commerce & Technology Center Subdivision. The Motion carried unanimously.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

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The Chairman stated the next order of business is an administrative review of resolutions for acceptance of right-of-ways from Baldwin County.

ADMINISTRATIVE PRESENTATION:

An introductory presentation was given by Mr. Eady, Director of Community Development, requesting acceptance of the resolutions from Baldwin County for the right-of-ways located at County Road 13 - from the North right-of-way line of County Road 64 to the Daphne city limits and County Road 64 - from Pollard Road East to a point 83.2 feet East of the centerline of County Road 13. He stated he needed a recommendation from the Planning Commission for the right-of-ways prior to acceptance by the City Council.

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 *for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the acceptance of the right-of-way located at County Road 13 - from the North right-of-way line of County Road 64 to the Daphne city limits.*

Upon roll call vote, *the Motion carried.*

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

A **Motion** was made by Mr. Kirby and **Seconded** by Ms. Barnette *for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the acceptance of the right-of-way located from County Road 64 - from Pollard Road East to a point 83.2 feet East of the centerline of County Road 13.*

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF JUNE 23, 2005
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

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Upon roll call vote, *the Motion carried.*

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

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 8:59 p.m.

Respectfully submitted by:

Jan Dickson, Planning Coordinator

APPROVED: July 28, 2005

Kenneth Day, Chairman - Resigned
Robert Segalla, Chairman

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF JUNE 30, 2005
COUNCIL CHAMBERS, CITY HALL - 3:30 P.M.

SUMMARIZATION OF MINUTES:

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CALL TO ORDER:

The Vice Chairman stated the number of members present constitutes a quorum and the special meeting of the City of Daphne Planning Commission was called to order at 3:35 p.m.

CALL OF ROLL:

Members Present:

Fred Small, Mayor
Larry Chason
Warren West, Vice Chairman
Robert Segalla
Cathy Barnette, Councilwoman
Ed Kirby

Members Absent:

Jeff Carrico
Carter Eide

Staff Present:

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

Staff Absent:

Tim Fleming, Associate Attorney

The Vice Chairman stated the first order of business is the call to order. Please let the record reflect Mr. Carrico and Mr. Eide are absent. He stated Mr. Day, Chairman, and Mr. Coulter, Secretary, have resigned their positions on the Planning Commission. We would like to thank them for serving on the Commission. Mr. Robert Segalla has been appointed as a new member.

The Vice Chairman stated the next order of business is the election of officers.

ELECTION OF OFFICERS:

The Vice Chairman stated at this time I would like to open nominations for Chairman. We will take the motions separately. He opened the nominations for Chairman.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF JUNE 30, 2005
COUNCIL CHAMBERS, CITY HALL - 3:30 P.M.

SUMMARIZATION OF MINUTES:

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A Motion was made by Mr. Chason and **Seconded** by Mayor Small **to appoint Mr. Segalla as Chairman.**

A Motion was made by Mr. Chason and **Seconded** by Mayor Small **to close the nominations.**

The Motion carried unanimously.

The Vice Chairman stated at this time I would like to open nominations for Secretary. He opened the nominations for Secretary.

A Motion was made by Mr. Segalla and **Seconded** by Mr. Kirby **to appoint Mr. Chason as Secretary.**

A Motion was made by Mr. Segalla and **Seconded** by Mr. Kirby **to close the nominations.**

The Motion carried unanimously.

ADJOURNMENT:

The Vice Chairman stated do any of the Commissioners 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 3:38 p.m.

Respectfully submitted by:

Jan Dickson, Planning Coordinator

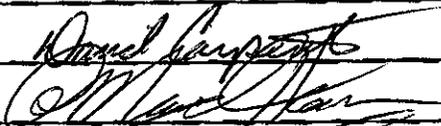
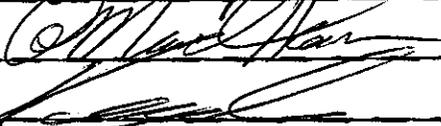
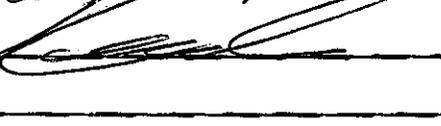
APPROVED: July 28, 2005

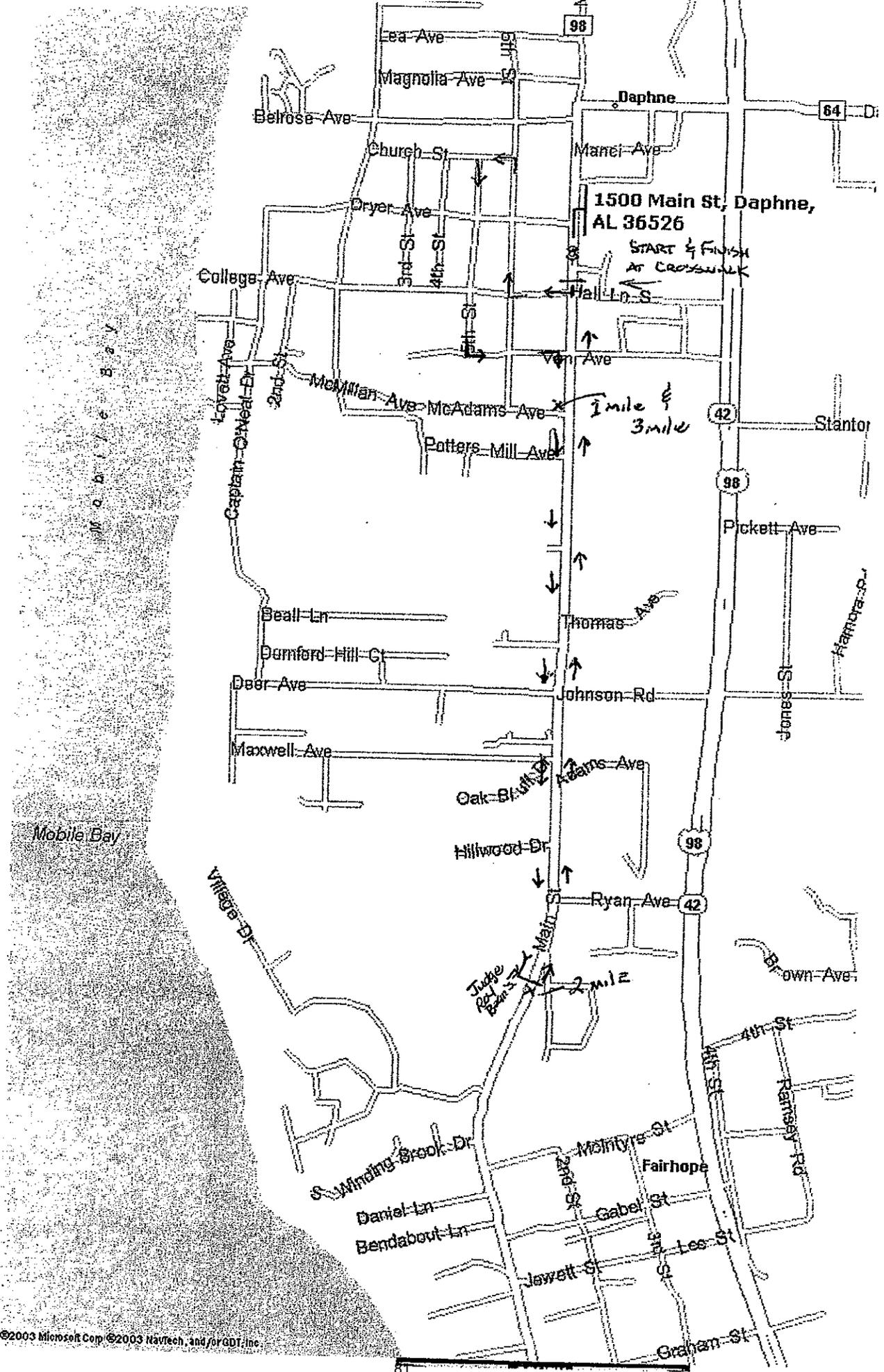
Warren West, Vice Chairman

**CITY COUNCIL MEETING
MAYOR'S REPORT**

NOTES:

CITY OF DAPHNE PARADE PERMIT

ORGANIZATION:	Baldwin County Bar Association
CONTACT PERSON:	Lynn J. Biles
ADDRESS:	312 Courthouse Sq., Suite 16 Bay Minette, AL 36507
PHONE NUMBER (HOME): PHONE NUMBER (BUSINESS):	251/937-2372 251/580-1835
TYPE OF PARADE:	5K Run
DATE OF PARADE:	Sept. 10, 2005
ROUTE TO BE TRAVELED:	Beginning at Centennial Park (map enclosed)
APPROXIMATE # OF PEOPLE & CARS:	200 people/? cars
START TIME:	8:00 a.m.
STOP TIME:	9:00 a.m.
ASSEMBLY AREA/STREET:	Centennial Park/Main Street
ASSEMBLY TIME:	6:00 a.m.
SPECIAL REQUEST:	Close streets for runners police escort
APPROVAL	
POLICE: Chief David Carpenter:	
FIRE: Chief Mund Hanson	
PUBLIC WORKS: Ken Estava	
CITY COUNCIL:	
SPECIAL INSTRUCTIONS:	
DATE ROUTED:	6-30-05
NOTIFICATION:	



CITY ATTORNEY'S REPORT

NOTES:

DEPARTMENT HEAD'S COMMENTS

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

NOTES:

RECOMMENDATIONS

COUNCIL COMMENTS:

**RESOLUTION 2005-54
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, University of Alabama – Certification Training for Municipal Clerks, August 2-5, 2005 , Tuscaloosa, AL - \$140

Rebecca Hayes, Assistant to City Clerk, University of Alabama – Certification Training for Municipal Clerks, August 2-5, 2005 , Tuscaloosa, AL - \$140

Ha Le Riggio, Court Administrative Technician, Magistrate Orientation & Certification Program, August 11-12, 2005, Montgomery, AL - \$70

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 18th - - - day of July, 2005.

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

**RESOLUTION NO. 2005-55
2005-T-UNIFORMS**

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 UNIFORMS will exceed this amount; and

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

WHEREAS, Staff recommends the bid for the UNIFORMS be awarded to Zoghby's Uniforms.

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 Zoghby's Uniforms for unit cost listed as attached herein and made a part hereof for BID SPECIFICATION NO. 2005-T-UNIFORMS.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 18th day of July, 2005.

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

2005-T-UNIFORMS

**CITY OF DAPHNE
1705 MAIN STREET - P.O. BOX 400
DAPHNE, AL 36526
(251)621-3182**

I. GENERAL INFORMATION

The City of Daphne is soliciting sealed bids from interested bidders for the procurement of garments that will be used as uniforms for daily wear in a variety of work environments. The garments must be new and be designed for comfort, durability and fit, regardless of size. The period for this contract will be from July 19, 2005 through June 30, 2007. All bids must be submitted to the Finance Department no later than 11:15 A.M. on June 22, 2005, in a sealed envelope which will be opened and publicly read at 11:30 A.M. Oral, telegraphic, or telephonic proposals or modifications will not be considered. Bids must be completed in ink. The City reserves the right to reject any and all bids and to waive any technical defects or formalities. Bids may be withdrawn if a written request is received prior to the time set for the bid 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.

II. QUALITY OF MATERIAL

All bids, for the provision of the garments, should be for new unworn products of acceptable materials and of good quality. Where a specific manufacture or brand is noted, all bidders should be aware that the brand name is used to indicated the desired quality, style, selection of colors, and performance as listed by the manufacturer of the product that is desired. The City reserves the right to determine if an equivalent product meets the standards desired. The bidder will make known by marking exception on the specifications for any item that is not available from his company or if a substitution is being offered. Sample garments for all products offered must be available upon request.

III. DELIVERY OF PRODUCTS

There will multiple orders placed by the departments within the City that will require delivery to various locations for the term of the contract as stated above. The quantities purchased will vary from order to order according to the needs of each department. **Delivery and freight cost, screen printing charges, embroidery charges and setup charges, must be included in the bid price.** The garments and unit prices will remain firm for the term of the agreement as specified in the bid and agreed upon by the City. Products ordered should be received within 10 business days after a purchase order has been issued.

IV. BASIS FOR AWARD OF BID

The City will award the bid to the most responsible bidder responding with the most responsive and lowest bid meeting bid specifications. Bids will be evaluated on unit prices and will be awarded to the bidder with the lowest total unit prices meeting all bid specifications. Evaluation of bids will include a determination of which bidder has the lowest per unit cost. In the event that the bidder fails to bid on all of the multiple items,

bids on like items will be compared. If any bidder fails to bid on at least 80% of the total items listed within the bid specifications, the total bid shall be rejected. The City reserves the right to determine whether the number or type of items for which bids were not received constitutes a significant deviation from the bid invitation and to reject the bid. The City will award the bid based upon the price, service and quality. The bidder must mark comply or exception for each specification listed. Bids must be submitted on the enclosed tabulation sheets. All bids must be written in ink. Bids submitted in pencil will not be accepted. Bidders are expected to examine the specifications carefully. Failure to do so will be at the bidder's risk and he cannot secure relief with a plea of error in the bid. The bidder awarded the bid must obtain a City of Daphne business license within ten (10) days after award notification. The contract may be renewed for an additional one (1) year period if both parties mutually agree in writing prior to expiration of the contract.

V. METHOD OF PAYMENT

All purchases must follow the policies and procedures of the City of Daphne Purchasing Department, which require a purchase order prior to delivery. The purchase order number must be on each billing invoice. Each department placing an order is responsible for submitting their invoices to Accounts Payable for payment.

VI. CONFLICT OF INTEREST

No employee, officer or agent of the City shall have any interest in the award of this contract or the bidder. The award of the contract shall be based solely on the lowest and most responsive bidder.

VII. COLLUSION

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

VIII. SPECIFICATIONS

1. Cell Phone Pocket Pants (All Colors & Sizes):

Comply ✓ Exception _____

2. Cell Phone Pocket Shorts (All Colors & Sizes):

Comply ✓ Exception _____

3. Cargo Pocket Pants (All Colors & Sizes):

Comply ✓ Exception _____

4. Cargo Pocket Shorts (All Colors & Sizes):

Comply ✓ Exception _____

BID DOCUMENT 2005-T — UNIFORMS

5. 100% Poly Pocket T-Shirt - One Color Screen Printing of the City of Daphne Seal and Department Name (All Colors & Sizes - Must be available in safety yellow, safety green & safety orange, as well as other standard colors):

Comply ✓ Exception _____

6. Industrial Short Sleeve Work Shirt - Full Color Embroidery of the City of Daphne Seal and Department Name (All Colors & Sizes - Stripes & Solids):

Comply ✓ Exception _____

7. Long Sleeve Henley Pocket Shirt - Full Color Embroidery of the City of Daphne Seal and Department Name (All Colors & Sizes)

Comply _____ Exception ✓ No pocket

8. Hooded Sweatshirt – Full Color Embroidery of the City of Daphne Seal and Department Name (All Colors & Sizes – Must be available in safety orange as well as other standard colors):

Comply ✓ Exception _____

ITEM #	DESCRIPTION	BID PRICE
1	Cell Phone Pocket Pants	Size 28 - 42 \$ 14.50
		Size 44 - 48 \$ 16.35
2	Cell Phone Pocket Shorts	Size 28 - 42 \$ 15.35
		Size 44 - 48 \$ 16.95
3	Cargo Pocket Pants	Size 28 - 42 \$ 18.95
		Size 44 - 48 \$ 21.00
4	Cargo Pocket Shorts	Size 28 - 42 \$ 17.50
		Size 44 - 48 \$ 19.50

BID DOCUMENT : 2005-T — UNIFORMS

5	100% Poly Pocket T-Shirt	S - XL	\$ 12.00
	(see attachment)	2X - 4X	\$ 15.50
6	Industrial Stripe Short Sleeve Work Shirt	S - XL	\$ 15.50
	(see attachment)	2X - 4X	\$ 17.95
7	Long Sleeve Henley Pocket Shirt	S - XL	\$ 16.75
	NA in 3X & 4X (see attachment)	2X - 4X	\$ 19.75
8	Hooded Sweatshirt	S - XL	\$ 29.00
	(see attachment for color selection)	2X - 4X	\$ 31.50

298.05

COMPANY NAME Zoghby's Uniforms
PHONE NUMBER 251-970-3690
FAX NUMBER 251-342-3032

Rosemarie James
AUTHORIZED SIGNATURE

Rosemarie James
PRINT NAME

Quotation for the described bid submitted to the City of Daphne, Alabama this 10th day of June, 2005.

Dale L...
 Notary Public

*Notary Public State of Alabama at Daphne
 My com. expires Aug 6, 2007*



Rosemarie James
 Sales Consultant

4851 Old Shell Road • Mobile, Alabama 36608
 (251) 970-3690 phone/fax
 (866) 342-0039 • www.zoghbyuniforms.com
 rzoguniform@gulftel.com



City of Daphne
2005-T Bid Documents
Specification Sheet

UNIFORMS

<u>ITEM</u>	<u>STYLE</u>	<u>DESCRIPTION</u>	<u>SIZE</u>	<u>PRICE</u>
#5	SY06L	High Vis Pocket Tee Shirt Lime Green (screen printed logo included)	S-XL 2XL-4XL	\$14.50 \$16.50

Rosemarie James
Sales Representative
Zoghby's Uniforms Unlimited
251-970-3690 Phone/Fax
rjzoguniform@gulftel.com



City of Daphne
2005-T Bid Documents
Specification Sheet

UNIFORMS

<u>ITEM</u>	<u>STYLE</u>	<u>DESCRIPTION</u>	<u>SIZE</u>	<u>PRICE</u>
#6	SP20	Short Sleeve stripe Work Shirt (embroidered City Seal & name) 14 Stripes Available	S-XL 2XL-4XL	\$18.95 \$21.00
#6	SP24	4.2 oz. 65/35 Short Slv Solid Work Shirt (embroidered City Seal & name) 20 Colors Available	S-XL 2XL-4XL	\$15.50 \$17.95

Pricing may vary per color selection

Rosemarie James
Sales Representative
Zoghby's Uniforms Unlimited
251-970-3690 Phone/Fax
rjzoguniform@gulftel.com



City of Daphne
2005-T Bid Documents
Specification Sheet

UNIFORMS

<u>ITEM</u>	<u>STYLE</u>	<u>DESCRIPTION</u>	<u>SIZE</u>	<u>PRICE</u>
#7	1402	Long Slv NO Pocket Henley (embroidered City Seal & name)	S-XL	\$16.75
		White, Ash, Heather Gray, Red, Navy & Black	2XL	\$19.75

Rosemarie James
Sales Representative
Zoghby's Uniforms Unlimited
251-970-3690 Phone/Fax
rizoguniform@gulftel.com



City of Daphne
2005-T Bid Documents
Specification Sheet

UNIFORMS

<u>ITEM</u>	<u>STYLE</u>	<u>DESCRIPTION</u>	<u>SIZE</u>	<u>PRICE</u>
#8	TW303	Blaze Orange Hooded Zip Sweatshirt (embroidered City Seal & name) (thermal lined)	M-XL	\$29.00
			2XL-5XL	\$31.50
#8	TW315	Hooded Zip Front (embroidered City Seal & name) Black, Charcoal, Navy & Red	M-XL	\$33.00
			2XL-3XL	\$35.00
			4XL-5XL	\$38.00

Rosemarie James
Sales Representative
Zoghby's Uniforms Unlimited
251-970-3690 Phone/Fax
rjzoguniform@gulftel.com

RESOLUTION 2005-56

**AIG Baker Development Agreement:
Third Amendment and Supplement**

BE IT RESOLVED by the City Council of the City of Daphne, Alabama, as follows:

SECTION 1: FINDINGS

Having made due and proper investigation of the matters herein referred to, the City Council has ascertained and does hereby find and declare the following facts are true and correct.

- A. The City of Daphne (hereafter "City") has heretofore entered into a Development Agreement dated the 20th day of July, 2000 (the "Development Agreement"); the First Amendment and Supplement thereto dated the 21st day of December, 2001; and the Second Agreement and Supplement thereto dated the 31st day of January, 2003; by and between AIG Baker Development, LLC, also doing business as AIG Baker Daphne, LLC and AIG Baker Shopping Center Properties, LLC (collectively referred to as the "Developer").
- B. The City and Developer have deemed it to be mutually beneficial to execute a certain "land swap" in order to facilitate the expansion of the theatre located at Daphne Jubilee Square and to relocate the proposed police department substation to a larger and more visible area.
- C. The City deems it desirable to enter into the said Third Amendment and Supplement to the Development Agreement, a copy of which is attached hereto and made a part hereof by reference as Exhibit "A".

SECTION II: AUTHORIZATION OF THIRD AMENDMENT AND SUPPLEMENT TO DEVELOPMENT AGREEMENT

The Mayor and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of the City, the Third Amendment and Supplement to the Development Agreement in the form attached hereto as Exhibit "A".

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

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into as of the ____ day of _____, 2005, by and between **AIG BAKER DEVELOPMENT, L.L.C.**, a Delaware limited liability company (the "Developer"), and **THE CITY OF DAPHNE, ALABAMA**, a municipality organized and existing under the laws of the State of Alabama (the "City").

RECITALS

Developer (as assignee of AIG Baker Development, L.L.C.) and City have heretofore entered into that certain Development Agreement, dated July 20, 2000, as amended by First Amendment and Supplement to Development Agreement dated as of December 21, 2000, and by Second Amendment and Supplement to Development Agreement dated January 31, 2003 (as amended, the "Development Agreement"), with respect to the re-development of the Jubilee Square Shopping Center.

As contemplated by the Development Agreement, the Developer conveyed to the City the Public Land pursuant to that certain Statutory Warranty Deed With Declaration of Covenants and Reservation of Easements dated April 1, 2002, recorded as Instrument # 651254 in the Office of the Judge of Probate of Baldwin County, Alabama (the "Deed"), consisting of approximately 18.98 acres of land.

Rave Theaters desires to expand its theater premises. In order to facilitate the Rave Expansion, the Developer has requested that the City "swap" approximately 16,255 square feet of the Public Land for approximately 16,255 square feet of nonpublic land (which such nonpublic land will become "Public Land") in the areas which are shown on Exhibit A attached hereto, and the City has so agreed. The Developer and the City desire to set forth certain other amendments of the Development Agreement, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the Developer and the City do hereby agree as follows:

1. Defined Terms. Each and every capitalized term used herein and not otherwise defined herein shall have the meaning given such term in the Development Agreement.

2. Land Swap.

(a) In consideration of the Developer's conveyance to the City of the "Replacement Public Land Tract" hereinafter described, the City hereby agrees to convey to the Developer fee simple title to the land which is identified on Exhibit A attached hereto as "APPROXIMATELY 16,255 SF OF LOT 6 TO BE ADDED TO LOT 3E" (the "Rave Expansion Tract"). Such conveyance shall be by statutory warranty deed, subject to those easements and encumbrances affecting the Rave Expansion Tract which are set forth on Exhibit C to the Deed. The Rave Expansion Tract will be released from covenants and easements and provisions set forth in Exhibit B to the Deed requiring that the same be used only for public parking, ingress, egress, and utilities, and no other purposes.

(b) In consideration of City's conveyance to the Developer of the Rave Expansion Tract, Developer hereby agrees to convey to the City fee simple title to the land which is identified on Exhibit A attached hereto as "APPROXIMATELY 16,255 SF OF LOT 3B TO BE ADDED TO LOT 6" (the "Replacement Public Land Tract"). Such conveyance shall be by statutory warranty deed, subject to the same covenants, conditions, easements, restrictions, and agreements which were set forth in the Deed which conveyed the original Public Land to the City. All Developer obligations relating to the maintenance and indemnification obligations applicable to the Public Land as set forth in the Development Agreement will apply to the Replacement Public Land Tract with the same force and effect as the original Public Land.

(c) Developer will be responsible for all costs incurred in the connection with the conveyances described in paragraphs (a) and (b) (collectively, the "Land Swaps"), including any recording fees or attorneys fees in preparing the conveyance instruments.

3. Riser Room Easement. At the closing of the Land Swap, the City agrees to execute and deliver to the Developer a 10' x 20' perpetual easement for the "riser room" encroachment which is shown on Exhibit A attached hereto. The form and content of such easement shall be acceptable to both Developer and the City.

4. Police Substation. Pursuant to the provisions of Section 1.04 of the Development Agreement, the Developer agreed to provide for the City's benefit, in-line space in the Project not to exceed 1,600 square feet for use as a police substation. Developer provided the required in-line space to the City, but the City never occupied the same. The City has determined it needs a larger space, and has requested that such space be expanded to approximately 1,989 square feet. In consideration of the City's agreements set forth herein, Developer has agreed to such increased space for the City's police substation in the area identified on Exhibit A attached hereto and in the form shown on Exhibit B attached hereto.

5. Ratification. All of the applicable terms, conditions and provisions of the Development Agreement, as herein amended and supplemented, are in all respects hereby ratified and reaffirmed, and the Development Agreement and this Amendment shall be read, taken and construed as one and the same instrument.

6. Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY DELETED]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized officers and/or representatives, to be effective the day and year first-above written.

DEVELOPER:

AIG BAKER DAPHNE, L.L.C.
a Delaware limited liability company

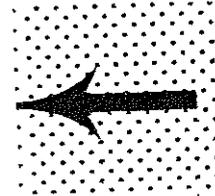
BY: **AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C.**, a Delaware limited
liability company
Its Managing Member

By: _____
Its: _____

CITY:

THE CITY OF DAPHNE, a municipality
organized and existing under the laws of the State
of Alabama

By: _____
Its: _____



**SIGN
& DATE**

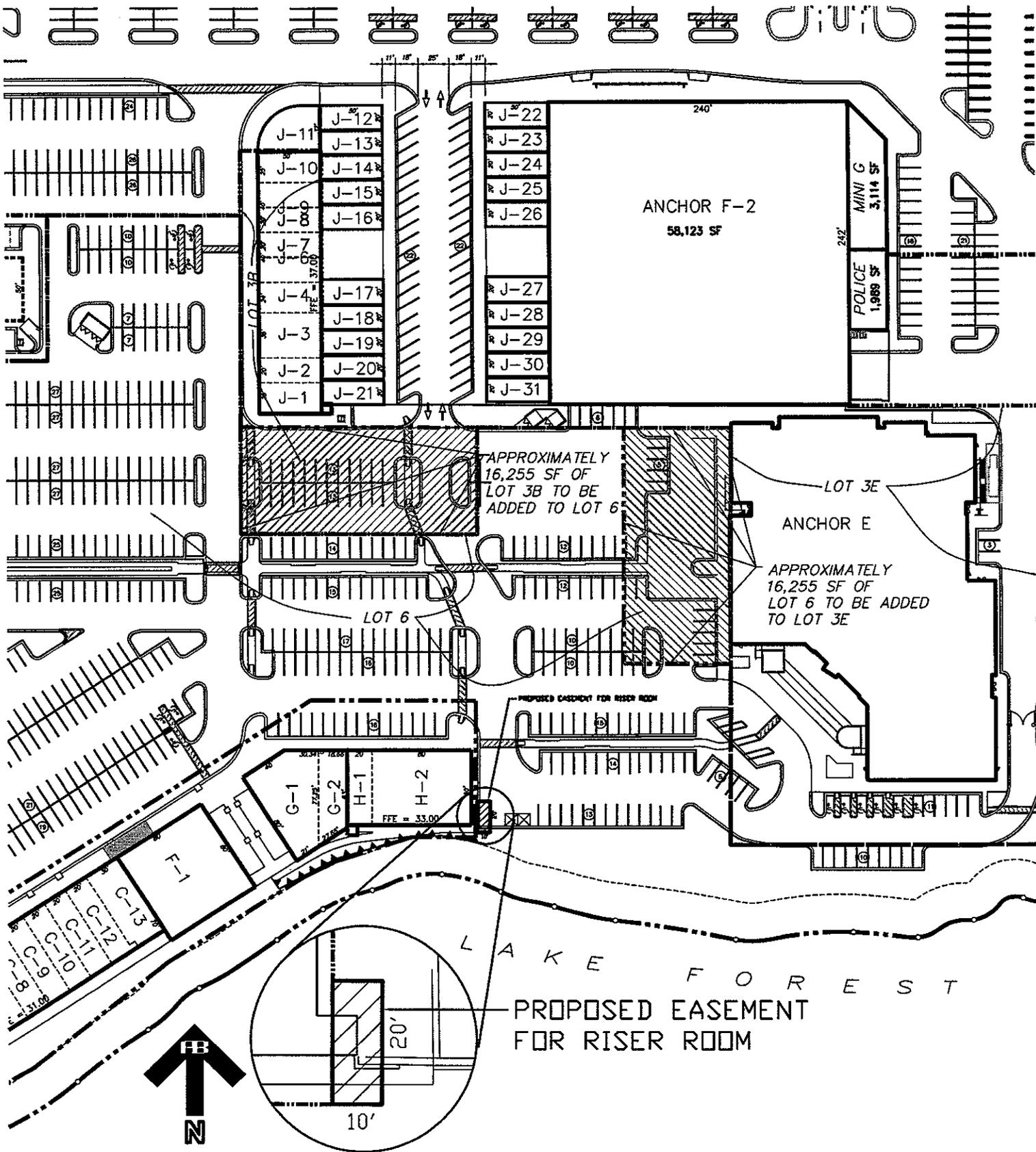
EXHIBIT A

TRACTS SUBJECT TO LAND SWAP

RIZER ROOM EASEMENT

POLICE SUBSTATION

[SEE ATTACHED]



JUBILEE SQUARE



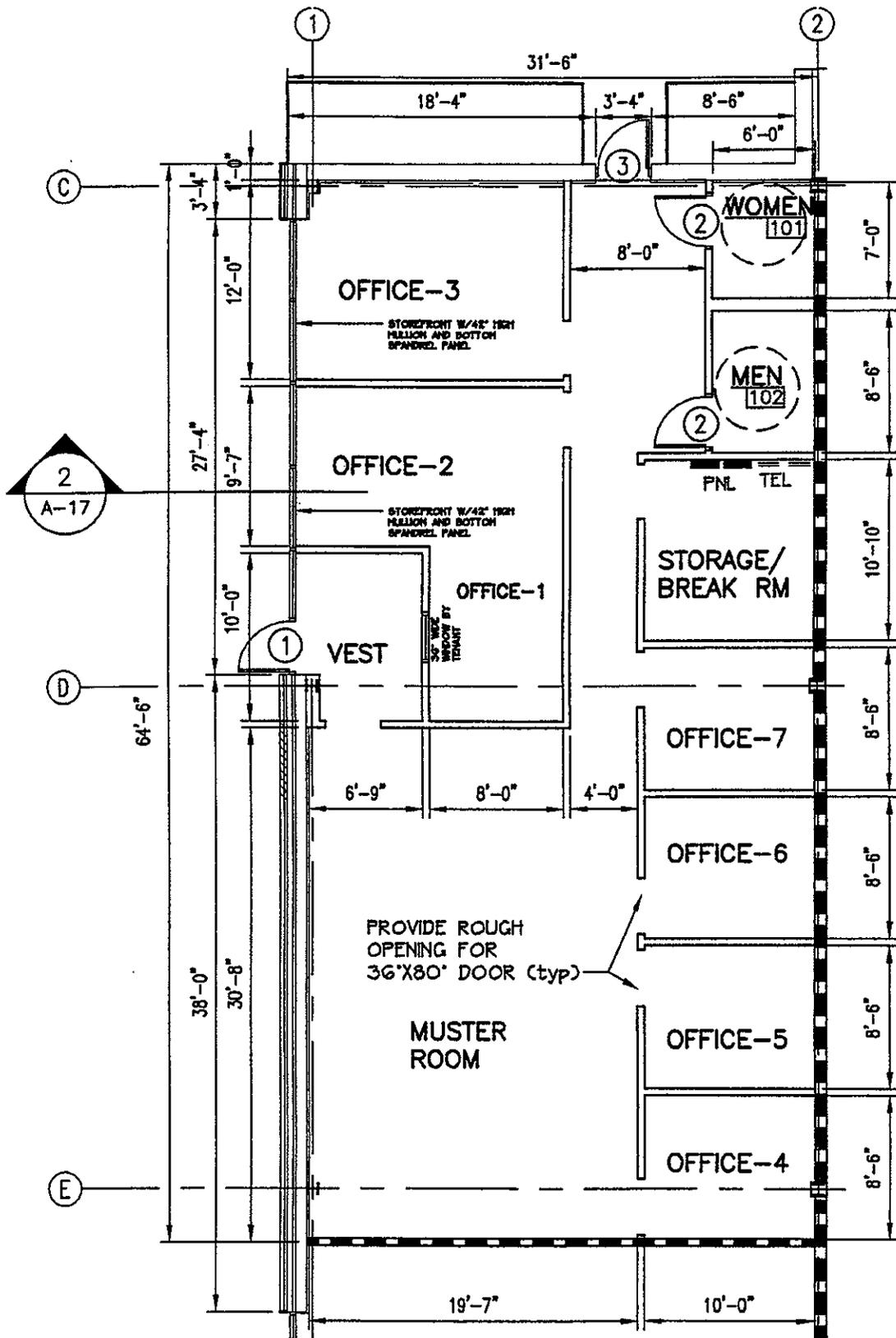
AIG Baker Daphne, L.L.C.
 DAPHNE, ALABAMA

EXHIBIT A

EXHIBIT B

POLICE SUBSTATION DETAIL

[SEE ATTACHED]



POLICE STATION FLOOR PLAN- Revised

Date: 6/30/05

This Instrument Prepared By:
Gail Livingston Mills, Esq.
Burr & Forman LLP
420 North 20th Street, Suite 3100
Birmingham, Alabama 35203

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EASEMENT AGREEMENT FOR RISER ROOM ENCROACHMENT

THIS EASEMENT AGREEMENT FOR RISER ROOM ENCROACHMENT (this "Easement") made as of the ____ day _____, 2005, is from **THE CITY OF DAPHNE, ALABAMA**, a municipality organized and existing under the laws of the State of Alabama (the "City"), in favor of **AIG BAKER DAPHNE, L.L.C.**, a Delaware limited liability company, its successors and/or assigns ("Developer").

RECITALS:

A. By Statutory Warranty Deed With Declaration of Covenants and Reservation of Easements dated April 1, 2002, recorded as Instrument Number 651254 in the Office of the Judge of Probate of Baldwin County, Alabama, Developer conveyed to the City that certain parcel of real estate described as Lot 6, According to the Plat of Jubilee Square Subdivision, recorded in Slides #2023-A and 2023-B in the Office of the Judge of Probate of Baldwin County, Alabama (the "City Land"). The City Land is contiguous to those certain parcels of real estate owned by Developer described as Lots 7, according to a plat of Jubilee Square Subdivision, recorded in Slides #2023-A and 2023-B in the Office of the Judge of Probate of Baldwin County, Alabama, and Lots 3A, 3B, 3C, 3D, and 3E of a resubdivision of Lot 3, Jubilee Square Subdivision, recorded in Slide 2079-A in the Office of the Judge of Probate of Baldwin County, Alabama (collectively, the "Developer Land"), upon which the Developer has constructed certain retail shopping center improvements (the "Improvements"). It has been discovered that an approximately 4.8' x 8' utility room which houses the fire sprinkler system for the Improvements (the "Riser Room") encroaches onto the City Property.

B. Developer has requested, and the City has agreed, to grant the Developer a perpetual easement for continued use and existence of the Riser Room on the City Property, as hereinafter provided.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars in hand paid to the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby agrees with Developer, its successors and assigns, as follows:

1. Easement for Riser Room. City does hereby grant, bargain, sell and convey unto Developer a perpetual easement for the continued use and existence of the Riser Room on the City Property (the "Easement"), said Easement to be located over, upon and across that certain area of the City Property where said Riser Room currently is located and which such Easement

property is more particularly described on Exhibit A. The Easement is intended to be perpetual in nature, and to remain in effect at all times while the Improvements (or the applicable portion thereof to which the Riser Room is affixed) are located on or in use on the Developer Land, and specifically shall remain in effect during the period and following any reconstruction of the Improvements following any casualty or condemnation. In the event that the Improvements (or the applicable portion thereof to which the Riser Room is affixed) are permanently removed from the Developer Land, Developer shall release this Easement upon the request of the City.

2. Agreements Run With Land. This Agreement shall run with the land and shall be binding upon and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City has caused this Easement to be executed as of the day and year first above written.

CITY:

THE CITY OF DAPHNE, ALABAMA
a municipality organized and existing under the laws of the State of Alabama

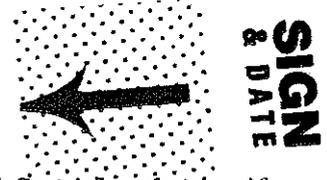
By: _____

Print Name: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the City of Daphne, a municipality organized and existing under the laws of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and seal, this _____ day of _____, 2005.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY

LEGAL DESCRIPTION OF EASEMENT PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7, JUBILEE SQUARE SUBDIVISION, AS PER PLAT RECORDED ON SLIDE NUMBERS 2023-A & B, OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, RUN N 00° 12' 09" E ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 20.00 FEET TO A POINT; THENCE RUN S 89° 47' 51" E 10.00 FEET TO A POINT; THENCE RUN S 00° 12' 09" W 20.00 FEET TO A POINT; THENCE RUN N 89° 47' 51" W 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 200 SQUARE FEET.

LEASE AND INDEMNIFICATION AGREEMENT

THIS LEASE AND INDEMNIFICATION AGREEMENT (the "Lease") is made and entered into this _____ day of _____, 2005 (the "Effective Date"), by and between AIG BAKER DAPHNE, L.L.C., a Delaware limited liability company (the "Landlord") and THE CITY OF DAPHNE, ALABAMA, a municipality organized and existing under the laws of the State of Alabama (the "Tenant").

WITNESSETH:

WHEREAS, Landlord, as successor in interest to AIG Baker Development, L.L.C., and Tenant are parties to that certain Development Agreement dated July 20, 2000 (the "Development Agreement") which sets forth certain understandings and agreements with regard to the development of Jubilee Square Shopping Center located in or near the City of Daphne, Baldwin County, Alabama (the "Shopping Center");

WHEREAS, the Development Agreement provides, in part, that Landlord shall provide Tenant an in-line space, free of charge, for use as a police substation;

WHEREAS, Landlord and Tenant entered into that certain Lease and Indemnification Agreement dated April 2, 2005 (the "Old Lease") for 1,650 square feet identified in the Old Lease as "Substation" at the Shopping Center;

WHEREAS, Tenant never took possession of the Old Premises, and as such, Landlord and Tenant desire to terminate the Old Lease and enter into a Lease for new space at the Shopping Center consisting of 1,989 square feet; and

WHEREAS, Landlord and Tenant desire to enter into this Lease to formalize their agreements and understandings with respect to the new space.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree to the following terms and conditions:

1.0 DEFINITIONS AND FUNDAMENTAL LEASE TERMS:

1.1. Addresses for Notice.

Landlord: AIG Baker Daphne, L.L.C.
1701 Lee Branch Lane
Birmingham, AL 35242
Attn: Legal Department

Tenant: The City of Daphne, Alabama
P.O. Box 400
Daphne, AL 36526
Attn: The Mayor, City of Daphne

1.2. Premises. Approximately 1,989 square feet (the "Premises"), located as marked and shown as "Police" on the site plan of the Shopping Center attached hereto as Exhibit A.

1.3. Term. The term (the "Term") shall commence on the Effective Date of this Lease and terminate on the earlier of: (i) March 30, 2101; or (ii) the Termination Date as defined in Section 3.4.

1.4. Rent. One and No/100 Dollar (\$1.00) for the Term set forth herein (the "Rent"). All Tenant contributions for Common Area Maintenance, Security, Property Taxes and Insurance are deemed to be included in the Rent.

1.5. Security Deposit. None.

1.6. Permitted Use. For the operation of a police substation and for no other purpose without Landlord's prior written consent (the "Permitted Use").

1.7. Common Area. The "Common Area" shall be deemed to refer to those facilities furnished by Landlord in the Shopping Center that are designated for the general use of all occupants of the Shopping Center as shown on Exhibit A.

2.0 LEGAL AUTHORITY:

2.1. The undersigned hereby warrants that he/she is duly authorized to execute and deliver this Lease, as agent, member, or authorized representative on behalf of Tenant.

2.2. Landlord hereby confirms to Tenant, that Landlord is the true and lawful owner of the Shopping Center.

3.0 GRANTING OF LEASE:

3.1. Landlord does hereby demise, let and lease to Tenant the Premises for the Permitted Use stated herein and the non-exclusive right to use the Common Area of the Shopping Center as shown on Exhibit A, from time to time, upon the terms and conditions set forth herein. Tenant does hereby take and lease the Premises from Landlord subject only to the provisions hereof. Landlord makes no warranties or representations as to the fitness of the Premises for any particular use or purpose.

3.2. Tenant shall have the right to terminate the Term, at any time, by giving Landlord a minimum of sixty (60) days prior written notice of the effective date of such termination. In such event, the effective date set forth in the notice shall be the Termination Date.

3.3. In the event Tenant closes the Premises for a period of two hundred forty (240) consecutive days, not to include closures due to remodeling or construction on the account of casualty, then Landlord shall have the right to terminate this Lease by giving Tenant a minimum of sixty (60) days prior written notice of the effective date of such termination. Unless notified in writing by Tenant, of Tenant's intent to reopen the Premises within said sixty (60) day period, the effective date set forth in Landlord's notice shall be deemed to be the Termination Date.

3.4. The "Termination Date" shall occur as set forth in Section 3.2 or Section 3.3. Upon said Termination Date, this Lease shall terminate and unless otherwise specifically provided herein, neither party shall have any further obligations to the other.

3.5. At the expiration, or earlier termination, of this Lease, Tenant agrees to surrender the Premises (including all building improvements which are permanently affixed) in a good and broom-clean condition, reasonable wear and tear excepted. Tenant shall be responsible for the repair of any damage to the Premises caused by the removal of Tenant's personal property. The foregoing repair obligations of Tenant shall continue after Tenant's surrender of the Premises.

4.0 USE AND OCCUPANCY:

4.1. The Premises shall be used solely for the limited purpose set forth as the Permitted Use hereinabove. Tenant shall conduct its operations in the Premises in accordance with the standards of good taste and the Premises shall not be used for

illegal purposes or any purpose contrary to the Permitted Use. If Landlord determines in its reasonable business judgment that Tenant is conducting an unauthorized use, upon either verbal or written notification from Landlord, Tenant shall immediately cease such unauthorized use.

4.2. Tenant shall observe and abide by the rules and regulations issued and provided to Tenant by Landlord in connection with its use of the Shopping Center; provided such rules and regulations shall not prohibit Tenant for conducting the Permitted Use hereunder. The initial rules and regulations applicable to Tenant are attached hereto as Exhibit C. Tenant shall give Landlord immediate notice of any accident or other damage occurring in, on or to the Shopping Center or the contiguous parking area.

4.3. Tenant shall at all times keep the Premises clean and in a professional manner. Tenant shall not place trash, boxes or other debris on or around the interior or exterior of the Premises or any unauthorized location in the Shopping Center or the parking area. Tenant shall place all trash, rubbish or debris in authorized trash containers as directed by Landlord.

4.4. Landlord shall have the right to enter the Premises at reasonable times for the purposes of inspection, maintenance, replacement or repairs that are Landlord's obligation hereunder, and to otherwise determine that Tenant is using the Premises in accordance with the terms and conditions set forth herein.

5.0 CONSTRUCTION AND ALTERATIONS:

5.1. Landlord shall deliver the Premises in accordance with Landlord's Work as set forth on Exhibit B annexed hereto. Tenant shall be responsible for all additional improvements to the Premises not specifically set forth as a part of Landlord's Work.

5.2. Tenant's right to enter and occupy the Premises shall commence upon completion of the following requirements:

- (a). Landlord shall have notified Tenant in writing of the date of the delivery of the Premises to Tenant. The date set forth in such notice shall be the "Delivery Date" for purposes hereof. Landlord shall use reasonable business efforts to deliver the Premises as soon as possible subsequent to the Effective Date hereof; and
- (b). Tenant shall have provided Landlord with a Certificate of Insurance evidencing the coverage requirements set forth in Section 8.0 hereof.

5.3. Tenant may at any time during the Term make improvements or alterations to the Premises, provided: (i) Tenant shall not have the right to make any improvements or alterations that affect the structure, structural strength or outward appearance of the Premises or the Shopping Center; and (ii) prior to beginning such work, Tenant shall submit to Landlord complete and detailed plans and specifications for approval by Landlord in the manner set forth in Exhibit B.

5.4. Landlord reserves the right to make additions, expansions, alterations, changes or improvements in the Shopping Center, including the Premises, at any time during the Term; provided, however, Landlord agrees not to make any alterations that would materially and adversely affect the access to the Premises.

6.0 TENANT CHARGES:

6.1. Tenant shall pay all cost and expense for any personal property taxes, business licenses, professional fees and other municipal, state or federal expenses that may be due in connection with Tenant's use of the Premises.

6.2. Tenant shall be responsible for all utility charges (gas, electric, water, etc.) related to its use of the Premises, including any deposits for service or initial service installation or developmental impact fees.

7.0 REPAIR/MAINTENANCE OBLIGATIONS:

7.1. Tenant, at its sole cost and expense, shall keep the Premises, excluding the structural components of the building in which the Premises is located, in good repair, maintenance, and condition, reasonable wear and tear excepted. Tenant shall not place any signage, computer towers, antennas or other appendage on the exterior of the Shopping Center without Landlord's prior written permission, which may be withheld in the best interest of the Shopping Center.

7.2. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable for damage caused by, or growing out of, any defect in the structure of the building, defective condition of the electric wiring, leakage from the roof, air conditioning and heating equipment, closets, or plumbing, unless directly caused by Landlord's gross negligence. In addition, Landlord shall not be liable for reimbursement for Tenant's damages caused by sudden natural occurrences from fire, wind, rain or other natural causes. It shall be the responsibility of Tenant to obtain adequate insurance to cover any loss or occurrences from events set forth in this Paragraph.

8.0 INSURANCE:

8.1. Tenant shall adequately insure its personal property, fixtures, equipment and improvements in the Premises and shall obtain and keep in full force and effect during the term of this Lease, appropriate insurance with a licensed insurance provider rated at least Best A, in coverage amounts sufficient to cover Tenant's obligations herein.

8.2. Tenant shall purchase and maintain throughout the term of this Lease a policy or policies of liability insurance, in the minimum amount of \$2,000,000.00 for loss from an accident resulting in bodily injury to or death of one person, and \$500,000.00 for loss from an accident resulting in damage to or destruction of property, insuring against all claims, demands or actions arising out of or in connection with Tenant, its employees, contractors, agents or other representatives, use of the Premises or the Shopping Center, including claims of personal injuries, theft or property damage for which Tenant or Landlord may be forced to defend. Such insurance policies shall contain an endorsement setting for a waiver of the insurer's subrogation rights against Landlord. It is the specific intent of this Lease that to the extent any loss or damage is covered by insurance, the insured party hereby releases the other party and waives, on behalf of its insurers, its entire right to recover against the other party for loss or damage to the waiving party and its property.

8.3. Tenant shall furnish to Landlord a certificate in a form satisfactory to Landlord, evidencing (i) the insurance required in Section 8.2; (ii) worker's compensation insurance and employee insurance as required by applicable law; and (iii) any builder's risk insurance, if applicable. The certificate required in subsection (i) hereof shall show the amounts of coverage and insure Landlord, their respective employees, agents, representatives, as an additional insured and provide at least thirty (30) days notice to Landlord prior to any cancellation or termination.

8.4. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all loss, cost, expense, liability, causes of action, actions, claims and demands (including without limitation, attorneys' fees, paralegal fees and other costs), resulting or occurring, directly or indirectly, from Tenant, its employees, representatives, contractors, invitees or any other parties, in connection with the occupancy of the Premises or use of the Shopping Center as herein contemplated. This provision shall survive the expiration or earlier termination of this Lease.

9.0 DEFAULT OF TENANT:

9.1. The violation by Tenant of any covenant, term or provision in this Lease binding upon Tenant and the failure of Tenant to commence such remedy and continue to cure such violation for a period of ten (10) days after written notice thereof by Landlord to Tenant shall constitute an event of default by Tenant under this Lease.

9.2. If Tenant is in default, and if the default is not cured by Tenant within the applicable time period stated for Tenant's cure, then Landlord shall have, at its option, one of the following rights and remedies (such rights and remedies to be in addition to any rights and remedies afforded Landlord under applicable law or in equity):

9.2.1. **Termination.** To terminate this Lease upon ten (10) days' prior written notice to Tenant, at which time Landlord and Tenant shall be released from all future obligations under this Lease; provided, that Tenant shall remain liable for certain obligations set forth herein, including, but not limited to, an amount equal to the total cost and expense of repairing any damage to the Premises or the Shopping Center caused by Tenant, its agents, employees, or invitees (including the removals of improvements or personally from the Premises); or

9.2.2. **Specific Performance.** To require the specific performance of, or enjoin the breach of Tenant under this Lease.

9.3. The parties expressly agree that Landlord shall have no duty to mitigate damages hereunder in the event of a default by Tenant. Any termination, entry by Landlord or specific performance remedies pursued by Landlord under the terms of this provision shall not discharge Tenant from any liability or obligation hereunder.

9.4. Should such action or proceeding be brought by reason of any breach or alleged violation of any covenant by Tenant under this Lease, or for the enforcement of a provision herein, or to interpret any provision or otherwise arising from this Lease, Landlord shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees (whether in-house or outside counsel) which shall be payable whether or not such action is prosecuted to judgment. In the event that action is brought by Landlord against Tenant, and Landlord agrees to accept in settlement an amount less than sums allegedly due and dismiss such action, Landlord shall be deemed entitled to its costs of suit and applicable attorneys' fees.

9.5. All rights and remedies of Landlord contained in this Lease shall be construed and held to be cumulative and the exercise of one or more rights or remedies shall not be interpreted to exclude or waive the right to exercise any additional right or remedy. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable. If it is further agreed that failure to include in any suit or action any sum or sums then matured shall not bar to the maintenance of any suit or action for the recovery of said sum or sums.

10.0 CASUALTY AND CONDEMNATION:

10.1. If, during any Term of this Lease, the Premises is destroyed by fire or other cause, or in the event the Premises is taken under the power of eminent domain or otherwise transferred in lieu thereof, Landlord, in its sole discretion, is unable to economically rebuild the Premises or otherwise elects not to rebuild the Premises, Landlord shall have the right to terminate this Lease upon three (3) days' written notice to Tenant, in which event the obligations of Landlord and Tenant hereunder shall be terminated as of the date of the casualty or condemnation.

10.2. Notwithstanding anything contained herein to the contrary, in no event shall Landlord be required to repair or rebuild the Premises for the benefit of Tenant under this Lease.

11.0 TENANT'S PERSONALTY AND FIXTURES:

11.1. All articles of movable personal property owned by Tenant and now or hereafter located in the Premises shall be and shall remain the property of Tenant. Tenant may place or install in and on the Premises such fixtures, improvements and equipment as it shall deem desirable for the conduct of its business therein, and all such fixtures, improvements and equipment (the "Personalty") heretofore or hereafter placed by Tenant in or on the Premises shall not become part of the realty, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as Personalty. In the event that Tenant has been placed in default hereunder, Tenant shall not remove the Personalty from the Premises during the Term without Landlord's express written approval.

11.2. If the Shopping Center or the Premises is damaged by the removal of such Personalty by or on behalf of Tenant, Tenant shall repair such damage at its expense within a reasonable period of time not to exceed thirty (30) days. This obligation shall survive the expiration of this Lease.

12.0 TENANT'S WARRANTIES:

12.1. Tenant hereby covenants, agrees, represents and warrants to Landlord to comply with the following terms and conditions:

12.1.1. Tenant will obey and observe all laws, ordinances, orders, regulations and requirements of all county, municipal, state, federal and other governmental authorities affecting Tenant's installation in or use and occupancy of the Premises or the Common Area.

12.1.2. Tenant will not create, or permit to be created, any lien, encumbrance or charge levied due to any imposition of any mechanic's, laborer's or materialman's lien, or any additional lien that might be or become a lien, encumbrance or charge upon the Premises, the Shopping Center or the income therefrom. If any lien shall at any time be filed against the Shopping Center, as a result of any action, work done on behalf of or contracted for by Tenant, or any other cause in connection with Tenant, Tenant agrees within seven (7) days after notice of the filing thereof, to cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

12.1.3. Tenant agrees to coordinate its construction and police activities in and about the Premises in a manner as to minimize any impairment of access, inconvenience to or disruption of the business operations of any current tenants or other occupants of the Shopping Center.

12.1.4. Tenant will keep and maintain a policy, or policies for public liability insurance in the amounts stated hereinabove during the entire Term.

12.1.5. Tenant will pay all water, gas, and electricity charges for the duration of the Lease.

12.1.6. Tenant will not store, distribute or dispose of any hazardous materials or waste upon the Premises or the Shopping Center.

13.0 MISCELLANEOUS:

13.1. **Assignment.** This Lease shall not be assigned or sublet by Tenant.

13.2. **Strict Performance.** The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, shall not be construed as a waiver, or a relinquishment for the future, of such covenant, but the same shall continue and remain in full force and effect.

13.3. **Captions or Titles.** The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease.

13.4. **Binding Effect.** This Lease and all terms, conditions and covenants herein contained, shall, subject to the provisions hereof, apply to and bind the parties hereto and their respective successors, and assigns.

13.5. **Severability.** Any provision of this Lease or any section, subsection, paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

13.6. **Notices.** All notices, or communications required or permitted to be given hereunder, shall be in writing and shall be hand delivered or mailed, certified mail, return receipt requested, or sent by nationally recognized next-day delivery service, addressed to the respective parties at the addresses stated in Section 1.1 hereinabove, or at such other address as directed in writing by the parties hereto.

13.7. **Conformity to Legal Formalities.** If requested in writing by Landlord, Landlord hereby agrees to re-execute this Lease within three (3) days from written request, without charge or any change to the material terms hereof, if such re-execution is necessary to observe any legal formalities which may be required under the laws of the state where the Premises are located, (i.e., to add acknowledgments, witnesses or other technical procedures required for the valid execution hereof).

13.8. **No Partnership.** This Lease shall not be deemed to create a relationship of any nature whatsoever other than Landlord and Tenant. This Lease shall not be construed as a partnership and neither party hereto shall be liable for, or shall incur any obligations contracted or assumed by the other party except as provided herein. Landlord shall not be responsible for any wages or other benefits to Tenant's employees. Tenant agrees to conduct its business operations in a manner that shall not negatively reflect on Landlord. Tenant shall provide, at Tenant's sole cost and expense, all labor necessary for the operations of the Permitted Use. Such employees shall at all times conduct themselves toward the patrons, customers, and employees of Landlord, and all other persons in the Shopping Center courteously and in a manner to promote the best interest of Landlord and Tenant. Tenant agrees that it will be solely responsible for all negligence, misconduct, acts and omissions of its employees.

13.9. **Liability of Landlord.** If Landlord shall fail to perform any covenant, term or condition of this Lease upon its part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the Shopping Center as the same may then be encumbered and neither Landlord, nor any Lender of Landlord, or any of the partners comprising Landlord or Lender shall be liable for any deficiency. It is understood that in no event shall Tenant have the right to levy execution against any property of Landlord or the Lender other than its interest in the Shopping Center parcel as hereinbefore expressly provided.

13.10. **Safe by Landlord.** In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the portion of the Shopping Center parcel that includes the Premises, other than a transfer for security purposes only, Landlord shall be released from all subsequent liability and obligations hereunder. In connection with any sale by Landlord, Tenant agrees, within fifteen (15) days from request thereof, to deliver a certificate addressed to the proposed purchaser or any lender, certifying that the Lease is in full force and effect and such other matters as may be required by Landlord.

13.11. **Subordination.** This Lease shall at all times be subject and subordinate to any lien of any mortgage (including any amendments, modifications or replacements thereof) placed on the Premises by Landlord.

13.12. **List of Exhibits.**

- Exhibit A – Diagram of the Shopping Center and Location of the Premises
- Exhibit B – Landlord's and Tenant's Work Relating to the Base Building Components and the Premises
- Exhibit B-1 – Blockout of the Premises
- Exhibit C – Rules and Regulations

13.13. **Time is of the Essence.** Time is of the essence with respect to all matters under this Lease.

13.14. **Complete Agreement.** This written Lease and the Exhibits contains the complete agreement of the parties with reference to the occupancy of the Premises. Landlord and Tenant hereby agree that except as set forth herein, there are no existing warranties, estimates, or guarantees between the parties related to this Lease and this Lease is the complete integration of all conversations, agreements, representations, and promises made between the parties in connection with the commercial transaction contemplated herein. The parties hereto acknowledge that the terms and provisions of this Lease were jointly negotiated and finalized, and that no provision of this Lease shall be construed against or interpreted to the disadvantage of either Landlord or Tenant by any court or other governmental or judicial authority by reason of either Landlord or Tenant have been deemed to have drafted, structured or dictated such provision of the Lease.

14.0 TERMINATION OF OLD LEASE:

14.1. Landlord and Tenant hereby agree that the Old Lease, as such term is defined hereinabove, shall terminate as of the Effective Date of this Lease and each party shall have no further liability thereunder as of such date of termination.

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IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

AIG Baker Daphne, L.L.C.,
a Delaware limited liability company

BY: AIG Baker Shopping Center Properties, L.L.C.,
a Delaware limited liability company,
its sole Member

As to Landlord

Witness

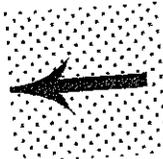
Witness

BY: _____
Alex D. Baker, President or
W. Ernest Moss, Executive Vice President

Date Executed: _____

TENANT:

The City of Daphne, Alabama,



**SIGN
& DATE**

As to Tenant

Witness

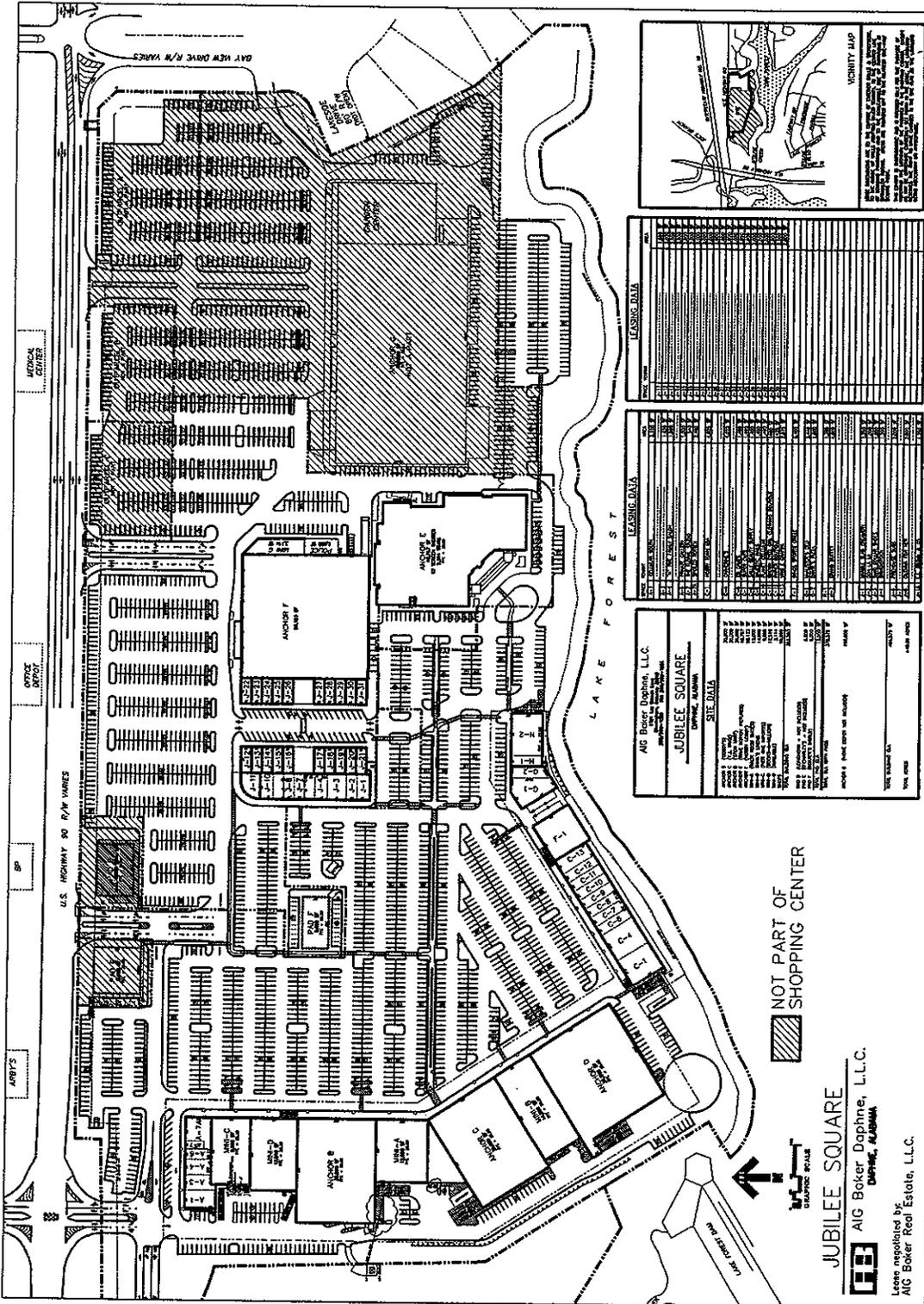
Witness

BY: _____

Its: _____

Date Executed: _____

EXHIBIT A
 DIAGRAM OF THE SHOPPING CENTER AND LOCATION OF THE PREMISES



LEASING DATA

UNIT NO.	AREA (SQ. FT.)	DATE	RENT (\$/SQ. FT.)	TENANT
1	10,000	1/1/00	10.00	ABC STORE
2	15,000	2/1/00	12.00	DEF STORE
3	20,000	3/1/00	15.00	GHI STORE
4	25,000	4/1/00	18.00	JKL STORE
5	30,000	5/1/00	20.00	MNO STORE
6	35,000	6/1/00	22.00	PQR STORE
7	40,000	7/1/00	25.00	STU STORE
8	45,000	8/1/00	28.00	VWX STORE
9	50,000	9/1/00	30.00	YZA STORE
10	55,000	10/1/00	32.00	BCD STORE
11	60,000	11/1/00	35.00	EFG STORE
12	65,000	12/1/00	38.00	HIJ STORE
13	70,000	1/1/01	40.00	KLM STORE
14	75,000	2/1/01	42.00	NOP STORE
15	80,000	3/1/01	45.00	QRS STORE
16	85,000	4/1/01	48.00	TUV STORE
17	90,000	5/1/01	50.00	WXY STORE
18	95,000	6/1/01	52.00	ZAB STORE
19	100,000	7/1/01	55.00	BCD STORE
20	105,000	8/1/01	58.00	EFG STORE
21	110,000	9/1/01	60.00	HIJ STORE
22	115,000	10/1/01	62.00	KLM STORE
23	120,000	11/1/01	65.00	NOP STORE
24	125,000	12/1/01	68.00	QRS STORE
25	130,000	1/1/02	70.00	TUV STORE
26	135,000	2/1/02	72.00	WXY STORE
27	140,000	3/1/02	75.00	ZAB STORE
28	145,000	4/1/02	78.00	BCD STORE
29	150,000	5/1/02	80.00	EFG STORE
30	155,000	6/1/02	82.00	HIJ STORE
31	160,000	7/1/02	85.00	KLM STORE
32	165,000	8/1/02	88.00	NOP STORE
33	170,000	9/1/02	90.00	QRS STORE
34	175,000	10/1/02	92.00	TUV STORE
35	180,000	11/1/02	95.00	WXY STORE
36	185,000	12/1/02	98.00	ZAB STORE
37	190,000	1/1/03	100.00	BCD STORE
38	195,000	2/1/03	102.00	EFG STORE
39	200,000	3/1/03	105.00	HIJ STORE
40	205,000	4/1/03	108.00	KLM STORE
41	210,000	5/1/03	110.00	NOP STORE
42	215,000	6/1/03	112.00	QRS STORE
43	220,000	7/1/03	115.00	TUV STORE
44	225,000	8/1/03	118.00	WXY STORE
45	230,000	9/1/03	120.00	ZAB STORE
46	235,000	10/1/03	122.00	BCD STORE
47	240,000	11/1/03	125.00	EFG STORE
48	245,000	12/1/03	128.00	HIJ STORE
49	250,000	1/1/04	130.00	KLM STORE
50	255,000	2/1/04	132.00	NOP STORE
51	260,000	3/1/04	135.00	QRS STORE
52	265,000	4/1/04	138.00	TUV STORE
53	270,000	5/1/04	140.00	WXY STORE
54	275,000	6/1/04	142.00	ZAB STORE
55	280,000	7/1/04	145.00	BCD STORE
56	285,000	8/1/04	148.00	EFG STORE
57	290,000	9/1/04	150.00	HIJ STORE
58	295,000	10/1/04	152.00	KLM STORE
59	300,000	11/1/04	155.00	NOP STORE
60	305,000	12/1/04	158.00	QRS STORE
61	310,000	1/1/05	160.00	TUV STORE
62	315,000	2/1/05	162.00	WXY STORE
63	320,000	3/1/05	165.00	ZAB STORE
64	325,000	4/1/05	168.00	BCD STORE
65	330,000	5/1/05	170.00	EFG STORE
66	335,000	6/1/05	172.00	HIJ STORE
67	340,000	7/1/05	175.00	KLM STORE
68	345,000	8/1/05	178.00	NOP STORE
69	350,000	9/1/05	180.00	QRS STORE
70	355,000	10/1/05	182.00	TUV STORE
71	360,000	11/1/05	185.00	WXY STORE
72	365,000	12/1/05	188.00	ZAB STORE
73	370,000	1/1/06	190.00	BCD STORE
74	375,000	2/1/06	192.00	EFG STORE
75	380,000	3/1/06	195.00	HIJ STORE
76	385,000	4/1/06	198.00	KLM STORE
77	390,000	5/1/06	200.00	NOP STORE
78	395,000	6/1/06	202.00	QRS STORE
79	400,000	7/1/06	205.00	TUV STORE
80	405,000	8/1/06	208.00	WXY STORE
81	410,000	9/1/06	210.00	ZAB STORE
82	415,000	10/1/06	212.00	BCD STORE
83	420,000	11/1/06	215.00	EFG STORE
84	425,000	12/1/06	218.00	HIJ STORE
85	430,000	1/1/07	220.00	KLM STORE
86	435,000	2/1/07	222.00	NOP STORE
87	440,000	3/1/07	225.00	QRS STORE
88	445,000	4/1/07	228.00	TUV STORE
89	450,000	5/1/07	230.00	WXY STORE
90	455,000	6/1/07	232.00	ZAB STORE
91	460,000	7/1/07	235.00	BCD STORE
92	465,000	8/1/07	238.00	EFG STORE
93	470,000	9/1/07	240.00	HIJ STORE
94	475,000	10/1/07	242.00	KLM STORE
95	480,000	11/1/07	245.00	NOP STORE
96	485,000	12/1/07	248.00	QRS STORE
97	490,000	1/1/08	250.00	TUV STORE
98	495,000	2/1/08	252.00	WXY STORE
99	500,000	3/1/08	255.00	ZAB STORE
100	505,000	4/1/08	258.00	BCD STORE
101	510,000	5/1/08	260.00	EFG STORE
102	515,000	6/1/08	262.00	HIJ STORE
103	520,000	7/1/08	265.00	KLM STORE
104	525,000	8/1/08	268.00	NOP STORE
105	530,000	9/1/08	270.00	QRS STORE
106	535,000	10/1/08	272.00	TUV STORE
107	540,000	11/1/08	275.00	WXY STORE
108	545,000	12/1/08	278.00	ZAB STORE
109	550,000	1/1/09	280.00	BCD STORE
110	555,000	2/1/09	282.00	EFG STORE
111	560,000	3/1/09	285.00	HIJ STORE
112	565,000	4/1/09	288.00	KLM STORE
113	570,000	5/1/09	290.00	NOP STORE
114	575,000	6/1/09	292.00	QRS STORE
115	580,000	7/1/09	295.00	TUV STORE
116	585,000	8/1/09	298.00	WXY STORE
117	590,000	9/1/09	300.00	ZAB STORE
118	595,000	10/1/09	302.00	BCD STORE
119	600,000	11/1/09	305.00	EFG STORE
120	605,000	12/1/09	308.00	HIJ STORE
121	610,000	1/1/10	310.00	KLM STORE
122	615,000	2/1/10	312.00	NOP STORE
123	620,000	3/1/10	315.00	QRS STORE
124	625,000	4/1/10	318.00	TUV STORE
125	630,000	5/1/10	320.00	WXY STORE
126	635,000	6/1/10	322.00	ZAB STORE
127	640,000	7/1/10	325.00	BCD STORE
128	645,000	8/1/10	328.00	EFG STORE
129	650,000	9/1/10	330.00	HIJ STORE
130	655,000	10/1/10	332.00	KLM STORE
131	660,000	11/1/10	335.00	NOP STORE
132	665,000	12/1/10	338.00	QRS STORE
133	670,000	1/1/11	340.00	TUV STORE
134	675,000	2/1/11	342.00	WXY STORE
135	680,000	3/1/11	345.00	ZAB STORE
136	685,000	4/1/11	348.00	BCD STORE
137	690,000	5/1/11	350.00	EFG STORE
138	695,000	6/1/11	352.00	HIJ STORE
139	700,000	7/1/11	355.00	KLM STORE
140	705,000	8/1/11	358.00	NOP STORE
141	710,000	9/1/11	360.00	QRS STORE
142	715,000	10/1/11	362.00	TUV STORE
143	720,000	11/1/11	365.00	WXY STORE
144	725,000	12/1/11	368.00	ZAB STORE
145	730,000	1/1/12	370.00	BCD STORE
146	735,000	2/1/12	372.00	EFG STORE
147	740,000	3/1/12	375.00	HIJ STORE
148	745,000	4/1/12	378.00	KLM STORE
149	750,000	5/1/12	380.00	NOP STORE
150	755,000	6/1/12	382.00	QRS STORE
151	760,000	7/1/12	385.00	TUV STORE
152	765,000	8/1/12	388.00	WXY STORE
153	770,000	9/1/12	390.00	ZAB STORE
154	775,000	10/1/12	392.00	BCD STORE
155	780,000	11/1/12	395.00	EFG STORE
156	785,000	12/1/12	398.00	HIJ STORE
157	790,000	1/1/13	400.00	KLM STORE
158	795,000	2/1/13	402.00	NOP STORE
159	800,000	3/1/13	405.00	QRS STORE
160	805,000	4/1/13	408.00	TUV STORE
161	810,000	5/1/13	410.00	WXY STORE
162	815,000	6/1/13	412.00	ZAB STORE
163	820,000	7/1/13	415.00	BCD STORE
164	825,000	8/1/13	418.00	EFG STORE
165	830,000	9/1/13	420.00	HIJ STORE
166	835,000	10/1/13	422.00	KLM STORE
167	840,000	11/1/13	425.00	NOP STORE
168	845,000	12/1/13	428.00	QRS STORE
169	850,000	1/1/14	430.00	TUV STORE
170	855,000	2/1/14	432.00	WXY STORE
171	860,000	3/1/14	435.00	ZAB STORE
172	865,000	4/1/14	438.00	BCD STORE
173	870,000	5/1/14	440.00	EFG STORE
174	875,000	6/1/14	442.00	HIJ STORE
175	880,000	7/1/14	445.00	KLM STORE
176	885,000	8/1/14	448.00	NOP STORE
177	890,000	9/1/14	450.00	QRS STORE
178	895,000	10/1/14	452.00	TUV STORE
179	900,000	11/1/14	455.00	WXY STORE
180	905,000	12/1/14	458.00	ZAB STORE
181	910,000	1/1/15	460.00	BCD STORE
182	915,000	2/1/15	462.00	EFG STORE
183	920,000	3/1/15	465.00	HIJ STORE
184	925,000	4/1/15	468.00	KLM STORE
185	930,000	5/1/15	470.00	NOP STORE
186	935,000	6/1/15	472.00	QRS STORE
187	940,000	7/1/15	475.00	TUV STORE
188	945,000	8/1/15	478.00	WXY STORE
189	950,000	9/1/15	480.00	ZAB STORE
190	955,000	10/1/15	482.00	BCD STORE
191	960,000	11/1/15	485.00	EFG STORE
192	965,000	12/1/15	488.00	HIJ STORE
193	970,000	1/1/16	490.00	KLM STORE
194	975,000	2/1/16	492.00	NOP STORE
195	980,000	3/1/16	495.00	QRS STORE
196	985,000	4/1/16	498.00	TUV STORE
197	990,000	5/1/16	500.00	WXY STORE
198	995,000	6/1/16	502.00	ZAB STORE
199	1,000,000	7/1/16	505.00	BCD STORE
200	1,005,000	8/1/16	508.00	EFG STORE
201	1,010,000	9/1/16	510.00	HIJ STORE
202	1,015,000	10/1/16	512.00	KLM STORE
203	1,020,000	11/1/16	515.00	NOP STORE
204	1,025,000	12/1/16	518.00	QRS STORE
205	1,030,000	1/1/17	520.00	TUV STORE
206	1,035,000	2/1/17	522.00	WXY STORE
207	1,040,000	3/1/17	525.00	ZAB STORE
208	1,045,000	4/1/17	528.00	BCD STORE
209	1,050,000	5/1/17	530.00	EFG STORE
210	1,055,000	6/1/17	532.00	HIJ STORE
211	1,060,000	7/1/17	535.00	KLM STORE
212	1,065,000	8/1/17	538.00	NOP STORE
213	1,070,000	9/1/17	540.00	QRS STORE
214	1,075,000	10/1/17	542.00	TUV STORE
215	1,080,000	11/1/17	545.00	WXY STORE
216	1,085,000	12/1/17	548.00	ZAB STORE
217	1,090,000	1/1/18	550.00	BCD STORE
218	1,095,000	2/1/18	552.00	EFG STORE
219	1,100,000	3/1/18	555.00	HIJ STORE
220	1,105,000	4/1/18	558.00	KLM STORE
221	1,110,000	5/1/18	560.00	NOP STORE
222	1,115,000			

EXHIBIT B
LANDLORD'S AND TENANT'S WORK
RELATING TO THE BASE BUILDING COMPONENTS AND THE PREMISES

GENERAL

Exhibit B is intended to describe the obligations of both Landlord and Tenant with respect to the design and construction of the base building and of the Premises. Landlord and Tenant will coordinate their respective work with the other insofar as the schedule and prudent construction practices will allow.

A. Base Building - Landlord's Work

1. Structural frame and roof system designed in accordance with local conditions and applicable codes. Live and dead loads shall be based on typical retail requirements.
2. Exterior walls of materials and finishes selected by Landlord.
3. Concrete sidewalks and pavement at locations as indicated on Landlord's project design drawings.
4. Built-up, composition, single ply membrane, modified bitumen or metal standing seam roof.

B. Premises - Landlord's Work

1. Floor: Concrete slab on grade with smooth trowel finish. Porous fill and vapor barrier in accordance with the Project Design Drawings.
2. Demising walls: Metal studs and gypsum board, or masonry with furring channels and gypsum board. Walls shall be installed from floor to underside of roof deck in accordance with applicable building codes.
 - a. Interior, demising walls: Metal studs and gypsum board, or masonry with furring channels and gypsum board. Installed from floor to ceiling as shown on Exhibit B-1 attached hereto.
 - b. Interior window opening(s) shall be installed as shown on Exhibit B-1.
3. Restroom walls: Restroom walls shall be dry wall construction in its place. The restroom walls shall be installed as shown on Exhibit B-1.
4. Restroom door(s): Door(s) in the restroom(s) shall be 3'-0" x 6'-8" hollow core, flush paint grade wood door unit(s) in a wood frame.
5. Wall finishes: Gypsum board installed by Landlord shall be prepared and sanded, ready for paint.
6. Storefront: Project standard framing, clear glazing with one (1) three-foot (3') wide door (additional doors if required by applicable codes). The extent of glass area, bulkheads, etc., shall be as shown on the Project Design Drawings.
7. Ceiling: Underwriters approved noncombustible acoustical tile or equivalent with fire ratings as required by applicable code. Ceiling tile shall be 2' x 4' lay-in with exposed t-bar and suspended grid system as specified in the Project Design Drawings.
8. Plumbing: Restroom(s) in accordance with applicable codes for typical retail occupancy. Only those fixtures required by applicable codes and ADA guidelines will be provided.
9. Fire Protection: Sprinklers and/or alarm system (if required by applicable codes) for the type of base building being constructed by Landlord. If building is sprinklered, it will meet Ordinary Hazard Group II per NFPA 13. Should Tenant's store design require supplementary lines and additional sprinkler head(s), Landlord shall provide and install the same at Tenant's expense.
10. Heating, Ventilation, Air Conditioning ("HVAC"): A complete system including all wiring, controls, ductwork, grilles, diffusers and equipment. The type of equipment, energy source, ductwork, routing, size and design shall be as specified by Landlord's Mechanical Engineer. When approved by applicable codes, the ceiling cavity may be used as a return air plenum. Additional tonnage and any related work associated with the additional tonnage beyond design requirements that may be required by Tenant's air conditioning demands will be installed by Landlord at the expense of Tenant. Exhaust/ventilation for the restroom(s) will be provided by Landlord.

Additional rooftop or suspended equipment may require reinforcement of the roof's structural components. Design of such alterations is the responsibility of Landlord at Tenant's expense. Tenant shall provide Landlord with all the data pertinent to additional equipment.
11. Telephone: Conduit or similar raceway will be provided for access to the building service entry location.
12. Electrical: Including service, wire, meter base, panels, devices and 2' x 4' lay-in ceiling light fixtures in accordance with local utility company requirements, applicable electrical codes and the Project Design Drawings.
 - (a). Electrical service will be sized at approximately fifteen (15) watts per square foot and minimum one hundred (100) amp panel. Specific provisions shall be as indicated on the Project Design Drawings.
 - (b). Ceiling light fixtures will be installed at approximately one (1) fixture per ninety-eight (98) square feet.
 - (c). Duplex receptacles will be installed in the demising partitions walls at intervals specified by applicable codes.
 - (d). Conduit and pull-string from the electrical panel to the sign band with one junction box mounted behind the sign field will be provided by Landlord.
13. Landlord will file for and obtain all necessary permits and Certificates of Occupancy for the work performed by it.
14. Landlord shall perform all of its work so as to comply with all governing statutes, ordinances, regulations, building codes and insurance rating boards.
15. Any materials, equipment, fixtures or machinery other than or in addition to those items specifically enumerated in this Exhibit B which Landlord is to install or construct in the Premises on Tenant's behalf shall be paid for by Tenant at the earlier of thirty (30) days following receipt of invoice from Landlord or commencement of construction. Payment by Tenant of such costs shall not operate, expressly or implicitly, to create in Tenant any interest in the Premises beyond the leasehold interest granted herein.

C. Premises - Tenant's Work

1. Floor: Modifications and/or additions necessitated by Tenant's interior development design. Floor finishes such as carpet, tile, sheet vinyl, etc.
2. Interior doors: All doors and frames other than the aluminum entrance door(s), wood restroom door and metal exterior door (if applicable).
3. Interior windows: All interior windows. Landlord will provide rough openings only.
4. Wall finishes: All paint, wall covering and other wall finishes for demising wall and interior walls, if any.
5. Storefront: Modifications and/or additions necessitated by Tenant's development design, which has been previously approved by Landlord.
6. Ceiling: Modifications and/or additions necessitated by Tenant's development design, which has been previously approved by Landlord.
7. Plumbing: Modifications and/or additions necessitated by Tenant's development design, which has been previously approved by Landlord.
8. Fire protection: Modifications and/or additions necessitated by Tenant's development design, which has been previously approved by Landlord. Note: Additional walls may require additional or relocated sprinkler heads which shall be at Tenant's sole expense.
9. HVAC: Modifications and/or additions necessitated by Tenant's development design, which has been previously approved by Landlord.
10. Telephone: Wiring, equipment, devices and instruments.
11. Electrical: Modifications and/or additions necessitated by Tenant's development design, which has been previously approved by Landlord.

Tenant's electrical engineer shall verify if base building electrical service capacity is adequate for Tenant's specific demand. Additional capacity shall be furnished by Landlord at Tenant's expense. Wiring from electrical panel to Tenant's sign shall be installed by Tenant's electrician.

12. Utilities: Service orders, deposits and meters.
13. Signs: All signs.
14. General Requirements:

- (a). Construction will be in accordance with the requirements and standards of all jurisdictional authorities.
- (b). Non-combustible construction: All Tenant construction shall be non-combustible as defined by applicable codes except that fire resistant wood will be permitted where approved by the jurisdictional authorities.
- (c). Above ceiling: All material installed above the ceiling of the Premises for the attachment of equipment as approved by Landlord shall be non-combustible as defined by applicable codes. All materials shall be secured to the structural framing system with approved fasteners. Any wiring shall use plenum rated cable or be enclosed in non-combustible conduit.
- (d). Fixture Support: All Tenant improvements other than ceilings and lighting fixtures shall be floor mounted unless contrary written approval is obtained from Landlord.
- (e). Mezzanines: Tenant may construct a mezzanine with Landlord's prior written approval provided the mezzanine framing is completely independent of the basic building structural frame. All construction is subject to prior approval by the Local Building Authority and Landlord's Architect.
- (f). Tenant electrical: All electrical requirements for fixtures and/or special equipment shall be approved by Landlord and its engineers prior to installation. The cost of all Tenant electrical and connections to Landlord system will be borne by Tenant.
- (g). Temporary services: Although it is anticipated the utilities will be turned over or transferred to Tenant at the time the Premises are delivered to Tenant for Tenant's Work, in the event Landlord provides temporary light, power and water, during the construction period, Tenant may use the temporary services for its construction, for which it agrees to compensate Landlord at the rate of fifteen cents (.15) per square foot of the Premises per month during said period of use.
- (h). Employees: Tenant at all times will enforce strict discipline and good order between its employees and contractors hired or retained by Tenant and their subcontractors and their respective employees to perform Tenant's Work. Tenant's contractors and their subcontractors will not employ persons who will cause labor disputes or stoppages in Tenant's Work or among other contractor's personnel performing work in the Shopping Center.

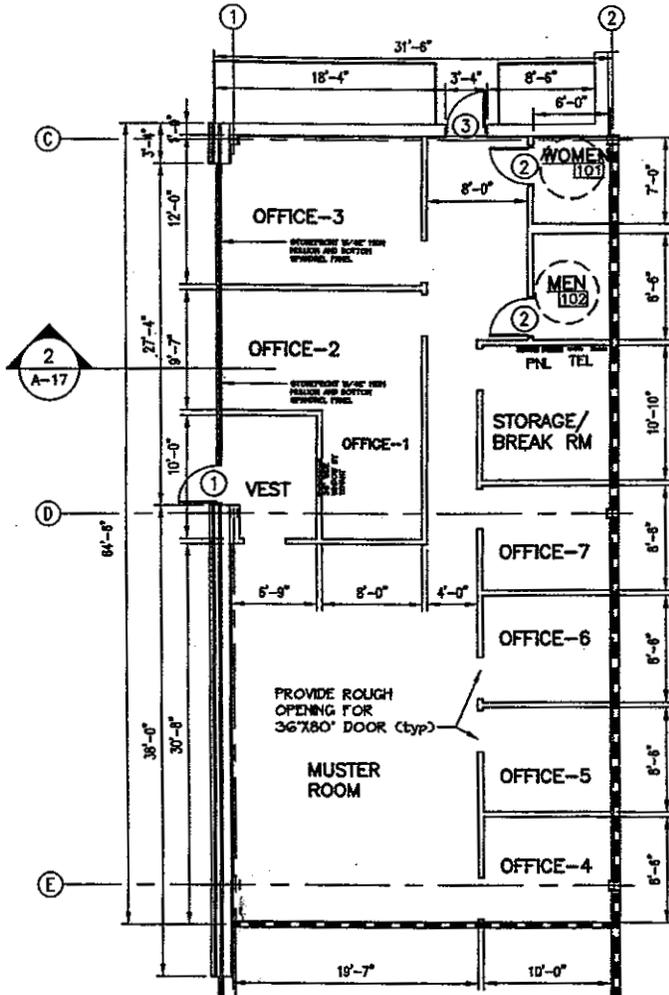
Tenant agrees that if, during the period of construction of the Premises, any of its employees strike or if picket lines or boycotts or other visible activities objectionable to Landlord are established or conducted or carried out against Tenant or its employees or any of them, on or about the Premises of the Shopping Center, Tenant shall immediately close the Premises to the public and remove all employees therefrom until dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.
- (i). Insurance: Tenant agrees, prior to commencement of construction, to furnish Landlord with a Certificate of Insurance, evidencing that Tenant has obtained Builder's Risk Insurance in an amount equal to the cost of Tenant's Work insuring same against fire, standard extended coverage risks and other such risks as Landlord may elect to have insured by Tenant.

Tenant will, during the period of construction of its work, secure and maintain at its expense, a policy of Insurance covering Tenant's trade fixtures and equipment, furniture and furnishings to the extent of full replacement value against all casualties included under a standard form of Fire, Extended Coverage and Malicious Mischief insurance policy in use where the Shopping Center is located. Landlord will be furnished with a certificate thereof.

Tenant or Tenant's contractor and/or subcontractor will, during the period of construction of its work, secure and maintain a Comprehensive General Liability Policy and furnish Landlord with a certificate thereof.

EXHIBIT B-1
BLOCKOUT OF THE PREMISES

EXHIBIT B-1
 BLOCKOUT OF THE PREMISES



POLICE STATION FLOOR PLAN- Revised

Date: 6/30/05

EXHIBIT C

RULES AND REGULATIONS

In order to provide a safe, secure and pleasant work environment, Landlord has established the following rules and regulations applicable to Tenant, and Tenant's employees (the "Employees"):

A. General Prohibited Activities:

1. No discriminating language or remarks shall be made to any person based upon race, religion, sex, national origin, or disability in the Shopping Center.
2. No harassment of any person shall be made on the basis of their sex, color, religion, age, national origin, ethnic background or disability in the Shopping Center.
3. No additional acts, including obscene language or gestures, shall be made that shall create a hostile or offensive working environment within the Shopping Center.
4. Employees shall keep all personal items in the Shopping Center, including wallets, purses, cell phones, computer accessories, etc. at the employee's own risk.
5. Smoking will be limited to exterior designated areas only. No smoking is allowed inside the Premises.
6. Employees shall not distribute any handbills or other advertising matter in the Shopping Center or the contiguous parking areas, or solicit or distribute any form of literature without the written permission from the Landlord, which may be withheld for any reason whatsoever.
7. Employees shall use reasonable efforts to deter any activity, which could result in risk of physical harm to persons or property.
8. Possession or consumption of alcoholic beverages, or illegal drugs or other substances at the Shopping Center is prohibited.
9. Employees shall not take photographs of the Shopping Center or other areas, or events held at the Shopping Center without Landlord's prior approval.
10. Employees shall not sleep or reside in the Shopping Center.
11. No hazardous substances waste or other substances shall be permitted on the Shopping Center. The foregoing shall not restrict Tenant from bringing cleaners, toner, ink and other products customarily used in the operation of a normal business office or police Premises.
12. Tenant, nor its Employees, shall use any equipment or other personal property of the Landlord without Landlord's prior written consent.
13. Tenant shall not install a pool table, video machines or other recreational devices in the Premises at any time during the Term hereof.

B. Parking:

1. Employees shall use reasonable business efforts to park in the areas contiguous to the Premises shown on Exhibit A.
2. Employees shall not block the access corridor shown crosshatched on Exhibit A at any time.
3. Parking motor vehicles in the Shopping Center overnight without written permission from the Landlord will not be allowed. Examples would include leaving vehicles with for sale signs on them or abandoned vehicles. This shall not prohibit Employees from parking in the Shopping Center while on duty.
4. Employees shall not operate a motor vehicle in an unsafe manner, nor shall they park or leaving a vehicle unattended in the Fire Lane or any other unauthorized parking area.

C. Common Area:

1. Tenant shall have the right to use the Common Areas in accordance with this Lease.
2. Tenant shall not use any area of the Shopping Center not included in the Common Area.
3. Employees shall not use the Common Areas of the Shopping Center, including the parking area, sidewalks for purposes other than their intended use. No loitering, horseplay, throwing any type of object, disorderly or disruptive conduct of any nature shall be allowed in non-appropriate areas.

CITY OF DAPHNE ORDINANCE NO.: 2005-30

AN ORDINANCE TO CORRECT CERTAIN SCRIVENER'S ERRORS IN ORDINANCE NUMBERS 2003-12 and 2003-32, AND TO AMEND ORDINANCE NUMBER 2004-43 TO INCLUDE REPEALER

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 Ordinances 2003-12 and 2003-32 include certain scrivener's errors within said Ordinances and that Ordinance 2004-43 did not contained a repealer section; and

WHEREAS, the City Council of the City of Daphne, Alabama desires to correct these scrivener's errors; and,

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

SECTION ONE:

A. That Ordinance 2003-32, commonly know as the "*Noise Ordinance*" upon its passage inaccurately repealed Ordinance 2002-03 entitled the (*Mardi Gras Ordinance*), although it was not the intention of the City of Council of the City of Daphne, Alabama to repeal 2002-03 (*Mardi Gras Ordinance*), but the passage was intended to repeal Ordinance 2002-07, the (*prior*) Noise Ordinance.

A. Now, therefore to correct the scrivener's errors contained in Ordinance 2003-32, said Ordinance is hereby amended to correctly repeal Ordinance Number 2002-07, and should state as follows:

SECTION III REPEALER. "Ordinance Numbers 1993-15, 1993-20, 1994-15, 1997-10, 1998-13 and 2002-07 are repealed in their entirety. All other City Ordinances or parts thereof in conflict with the provision of this Ordinance, in so far as they conflict, be and are hereby repealed.

- B. That Ordinance Number 2002-03 is deemed not repealed and remains in full force and effect subject to any amendments or revisions that may have otherwise been made by the City Council subsequent to its enactment.

SECTION TWO:

- A. That Ordinance Number 2003-12 amended certain sections of 7.5 of the City's Personnel and Policies and Procedures passed by the City Council on April 21, 2003, but by scrivener's error, was incorrectly numbered 2002-12. Said Ordinance 2002-12 amended certain garbage fees for solid waste collection to be charged within the City of Daphne.
- B. That to correct the scrivener's errors contained in Ordinance 2002-12, said Ordinance is amended and is to be labeled as Ordinance 2003-12.
- C. That the City Clerk be and is hereby authorized to replace the first page of Ordinance Number 2002-12, as passed on April 12, 2003 with a corrected page properly numbered City of Daphne Ordinance Number 2003-12. All remaining provisions of Ordinance 2003-12, previously labeled as 2002-12, shall remain in full force and effect subject to any amendments or revisions that may have been otherwise effected subsequent to its enactment.

SECTION THREE:

- A. That Ordinance Number 2004-43 commonly known as the City of Daphne's (*Failure to Obey Police Officer*) Ordinance inadvertently did not include a repealer clause which was intended to repeal the City's prior *Failure to Obey Police Officer* Ordinance Number 1969-07.
- B. That Ordinance Number 2004-43 be and is hereby amended to include the following repealer clause:

That Ordinance Number 1969-07 be and is hereby specifically repealed. All other Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict repealed.

SECTION FOUR: EFFECTIVE DATE

That 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 THE _____ DAY OF _____, 2005.

GREG BURNAM
COUNCIL PRESIDENT
Date & Time Signed: _____

FRED SMALL
MAYOR
Date & Time Signed: _____

ATTEST:

DAVID L. COHEN, CITY CLERK, MMC

**CITY OF DAPHNE
ORDINANCE NO: 2005-31**

ABATEMENT ORDINANCE

**AN ORDINANCE ADOPTING THE STANDARD UNSAFE BUILDING
ABATEMENT CODE, 1985 EDITION WITH AMENDMENTS and
ADDITIONAL PROTECTIONS PROVIDED UNDER ALA. CODE
§§11-53b-5 thru 11-53B-16.**

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 a procedure for abatement of unsafe buildings and property is necessary to the preservation of the health, welfare and safety of the citizens of the City, and,

WHEREAS, the City Council of the City of Daphne, Alabama desires to adopt the Standard Unsafe Building Abatement Code, 1985 Edition with amendments along with additional procedures as set forth in Ala. Code, 1975 §§11-53B-5 thru and including 11-53B-16 as a comprehensive Ordinance for the abatement of unsafe buildings and property, and,

WHEREAS, the City Council of the City of Daphne, Alabama recognizes that the procedures set forth hereafter will protect both the City of Daphne and its citizens and the owners of unsafe properties coming under the jurisdiction of this ordinance and made the subject of these procedures:

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

SECTION I. ADOPTION OF STANDARD UNSAFE BUILDING ABATEMENT CODE, 1985 EDITION.

The City of Daphne hereby adopts in full the STANDARD UNSAFE BUILDING ABATEMENT CODE, 1985 edition as the procedures and policies to be followed for abatement of unsafe property and buildings within the City of Daphne.

In addition to the STANDARD UNSAFE BUILDING ABATEMENT CODE, 1985 edition, the City also enacts the following protections and procedures:

SECTION II. AMENDMENTS TO STANDARD UNSAFE BUILDING ABATEMENT CODE, 1985 EDITION.

1. **§302.1.3 Method of Service of Notice of Hearing** - §302.1.3 of the Standard Unsafe Building Abatement Code, 1985 edition is hereby amended to include the additional sentences as follows:

“In the event service by certified mail is refused, then service shall hereby be deemed effective, and the recipient thereof shall be deemed to have been notified of the contents of the Notice contained therein. In the event the notice is returned unclaimed, then the serving party may serve the recipient by publication of said notice in a local newspaper of general circulation 1 time no less than 10 days prior to the date of the hearing of the governing body.”

2. **Chapter 7, Standard Unsafe Building Abatement code, 1985 edition (Recovery of Cost of Repair or Demolition).** - Chapter 7 of the Standard Unsafe Building Abatement Code, 1985 edition is hereby amended and expanded to include the procedures and protection afforded in Alabama Code 1975, §§11-53B-5 thru and including 11-53B-16, which are included herein as follows:

A. (Ala. Code §11-53B-5). Fixing of costs.

Upon demolition or repair of the building or structure, the appropriate city official shall make a report to the governing body of the cost thereof, and the governing body shall adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition or repair and assessing the same against the property; provided, however, the proceeds of any moneys received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition; and provided further, that any person, firm, or corporation having an interest in the property may be heard at the meeting as to any objection he or she may have to the fixing of such costs or the amounts thereof. The clerk of the municipality shall give notice of the meeting at which the fixing of the costs is to be considered by first-class mail to all entities having an interest in the property whose address and interest is determined from the tax assessor's records on the property or as otherwise known to the clerk. The fixing of the costs by the governing body shall constitute an assessment against the lot or lots, parcel or parcels of land upon which the building or structure was located, and as made and confirmed shall constitute a lien on the property for the amount of the assessment ("the final assessment"). The lien shall be superior to all other liens on the property except liens for taxes, and except for mortgages recorded prior to the creation of the lien for the assessment, and shall continue in force until paid. A certified copy of the resolution fixing the final assessment shall also be recorded in the office of the judge of probate of the county in which the municipality is situated.

B. (Ala. Code §11-53B-6). Assessments against state purchased property.

The municipality shall have the power to assess the costs authorized herein against any lot or lots, parcel or parcels of land purchased by the State of Alabama at any sale for the nonpayment of taxes, and where such an assessment is made against the lot or lots, parcel or parcels of land, a subsequent redemption thereof by any person authorized to redeem, or sale thereof by the state, shall not operate or discharge, or in any manner affect

the lien of the city for the assessment, but any redemptioner or purchaser at any sale by the state of any lot or lots, parcel or parcels of land upon which an assessment has been levied, whether prior to or subsequent to a sale by the state for the nonpayment of taxes, shall take the same subject to the assessment.

C. (Ala. Code §11-53B-7). Payment of assessments

The municipality, in ordering any repair or demolition the cost of which or any part thereof is to be assessed against any property in accordance with the provisions of this chapter, may provide that the same shall be paid in cash within 30 days after the final assessment; provided, however, that if the assessed amount is greater than ten thousand dollars (\$ 10,000), the property owner may, at his or her election, to be expressed by notifying the municipal official charged with the duty of collecting the assessments in writing within 30 days after the final assessment is determined, pay the final assessment in 10 equal annual installments, which shall bear interest at a rate not exceeding 12 percent per annum. Interest shall begin to accrue upon the expiration of 30 days from the date on which the final assessment is set by the governing body and the interest shall be due and payable at the time and place the assessment is due and payable.

Any person who elects to make installment payments may pay the outstanding balance of the final assessment together with all accrued interest thereon at any time during the installment payment schedule. The first installment shall be payable within 30 days after the final assessment is determined, and all installments thereof shall be payable at the office of the clerk, finance office, or treasurer of the city or town as may be prescribed. Upon full payment of the final assessments and accrued interest thereon, the municipality shall record a satisfaction of the lien in the office of the judge of probate of the county in which the municipality is located.

D. (Ala. Code §11-53B-8). Default sale procedures

If the property owner fails to pay the assessment lien within 30 days, or having elected to make installment payments, fails to make any installment payment when due, the whole assessment lien shall immediately become due and payable, and the officer designated by the municipality to collect the assessment lien shall proceed to sell the property against which the assessment lien is made to the highest bidder for cash, but in no event less than the amount of the lien plus interest through the date of default. Prior to the sale, notice shall be given by publication once a week for three consecutive weeks in a newspaper published in the municipality or of general circulation therein, setting forth the date and time of the sale and the purpose for which the same is made, together with a description of the property to be sold. If the officer shall fail to advertise and sell any property on which the payments are past due, any taxpayer of the issuing municipality shall have the right to apply for a writ of mandamus requiring the official to take such action to any court of competent jurisdiction, and the court shall, on proof, issue and enforce the writ.

E. (Ala. Code §11-53B-9). Payment and sale procedures

(a) Any property owner, notwithstanding his or her default, may pay the assessment lien with interest and all costs if tendered before a sale of the property.

(b) The cost of any notice and sale resulting from a default on paying an assessment shall constitute a charge against the property to be sold and shall be retained out of the proceeds of the sale.

(c) The officer making the sale shall execute a deed to the purchaser, which shall convey all the rights, title, and interest which the party against whose property the assessment was made had or held in the property at the date of making the assessment or on the date of making the sale. Any surplus arising from the sale shall be paid to the city or municipal treasurer to be kept as a separate fund by the treasurer for the owner upon the responsibility of his or her official bond. The municipality may, by its agents, purchase real estate sold as provided under this article and, in the event of the purchase, the deed for the same shall be made to the municipality.

(d) No mistake in the notice of sale in the description of the property or in the name of the owner shall vitiate the assessment or the lien and if for any reason, the sale made by the municipality is ineffectual to pass title, it shall operate as an assignment of the lien, and, upon the request of the purchaser, supplementary proceedings of the same general character as required in this chapter may be had to correct the errors in the proceedings for his or her benefit or the lien so assigned to him or her may be enforced by civil action.

F. (Ala. Code §11-53B-10). Post sale redemption requirements

(a) Any real property heretofore or hereafter sold for the satisfaction of an assessment lien imposed thereon by the governing body of a municipality may be redeemed by the former owner, or his or her assigns, or other persons authorized to redeem property sold for taxes by the state, within two years from the date of the sale by depositing with the officer designated by the municipality to collect the assessments the amount of money for which the lands were sold, with interest thereon at the rate of 12 percent per annum from the date of the sale through the date of the payment.

(b) In addition to any other requirements set forth in this section, the proposed redemptioner must pay or tender to the purchaser or his transferee all insurance premiums paid or owed by the purchaser with accrued interest on the payments computed from the date the premiums were paid at 12 percent per annum through the date of payment.

(c) In addition to any other requirements set forth in this section, the proposed redemptioner must pay or tender to the purchaser or his transferee the value of all permanent improvements made on the property determined in accordance with this section. As used herein "permanent improvements" shall include, but not be limited to, all repairs, improvements and equipment attached to the property as fixtures. The proposed redemptioner shall make written demand upon the purchaser of a statement of the value of all permanent improvements made on the property since the assessment sale. In response to written demand made pursuant to this section, the purchaser shall within 10 days from the receipt of the demand, furnish the proposed redemptioner with the amount claimed as the value of the permanent improvements, and within 10 days after receipt of the response, the proposed redemptioner either shall accept the value so stated by the purchaser, or disagreeing therewith, shall appoint a referee to ascertain the value of the permanent

improvements. The proposed redemptioner shall in writing (i) notify the purchaser of his or her disagreement as to the value; and (ii) inform the purchaser of the name of the referee appointed by him or her. Within 10 days after the receipt of the notice, the purchaser shall appoint a referee to ascertain the value of the permanent improvements and advise the proposed redemptioner of the name of the appointee. The two referees shall, within 10 days after the purchaser has appointed his or her referee, meet and confer upon the award to be made by them. If they cannot agree, the referees shall at once appoint an umpire, and the award by a majority of the body shall be made within 10 days after the appointment of the umpire and shall be final between the parties.

(d) If the proposed redemptioner fails or refuses to nominate a referee as provided in subsection (c), he or she shall pay the value put upon the improvements by the purchaser. If the purchaser refuses or fails to appoint a referee, as provided in subsection (c), the purchaser shall forfeit his or her claim to compensation for the improvements. The failure of the referees or either of them to act or to appoint an umpire shall not operate to impair or forfeit the right of either the proposed redemptioner or the purchaser in the premises. In the event of failure without fault of the parties to affect an award, the appropriate court shall proceed to ascertain the true value of the permanent improvements and enforce the redemption accordingly.

(e) In addition to all other payments provided hereunder, the proposed redemptioner shall also pay interest to the purchaser on the value of all permanent improvements computed from the date the improvements were made at the rate of 12 percent per annum through the date of the payment.

G. (Ala. Code §11-53B-11). Time extension

The fixed two-year period of redemption allowed by Section 11-53B-10 for the redemption of any property heretofore or hereafter sold for the satisfaction of any assessment lien may be extended to a date 60 days after the date of the certificate of warning to redeem provided for in Section 11-53B-12, but in no event for a longer period than six years from the date of such sale.

H. (Ala. Code §11-53B-12). Certificate of warning

At any time after an assessment sale deed has been recorded in the office of the judge of probate of the county in which the property therein described lies and after expiration of the fixed two-year period of redemption allowed by Section 11-53B-10, any person may apply to the judge of probate for the certificate of warning to redeem, which references the recorded volume and page number of the deed to be recorded in the real estate records, in substantially the following form: "I hereby certify that on or prior to the date of this certificate, I mailed a certified copy of the deed here recorded, together with notice that the same is here recorded, and a warning to redeem to each of the one or more persons other than the grantee in said deed, to whom the property therein described was last finally assessed for ad valorem taxation at the address of each such person as shown by said ad valorem tax assessment records. This day of , 2 , Judge of Probate, County, Alabama."

I. (Ala. Code §11-53B-13). Certification procedures

At the time of application for entry of the certificate of warning to redeem, the applicant shall deliver to the judge of probate three certified copies of the recorded deed and shall pay to the judge of probate a fee of one dollar (\$ 1). Copies of the deed need not include any certificate of acknowledgment. The applicant shall also deliver to the judge of probate a certified copy of the ad valorem tax assessment records of the county containing the name of the person or persons other than the grantee in the deed to whom the property described in the deed was last finally assessed for ad valorem taxation, together with the address of each person as shown by the tax assessment records, or an affidavit that there is no one else. The judge of probate shall promptly mail to each person at such address one of the aforesaid certified copies of the deed, together with an attached warning to redeem in substantially the following form: "Take notice that there is recorded in my office in Deed Book at page a deed of which the attached is a correct copy. You are warned that unless you, or those claiming under you, take prompt steps to redeem from those claiming under the deed, all rights of redemption may be lost. This day of , 2 , Judge of Probate, County, Alabama."

Promptly upon or after mailing the notice or notices and certified copy or copies of the deed, it shall be the duty of the judge of probate to record in the real estate records the signed and dated certificate of warning substantially as prescribed by Section 11-53B-12. At the expiration of 60 days after the date of the certificate all rights to redeem from the sale shown by the deed shall cease and desist.

J. (Ala. Code §11-53B-14). Redemption procedures

Redemption may be effected after expiration of the fixed two-year period of redemption allowed or provided by Section 11-53B-10 and before the extended period of redemption has expired in the same manner and at the same redemption price as is provided in Section 11-53B-10; provided, that if the judge of probate has made the certificate of warning to redeem as provided in Section 11-53B-12, said redemption price shall be increased by one dollar (\$1).

K. (Ala. Code §11-53B-15). Emergency action

Notwithstanding any other provisions of this act, a municipality shall have authority to enact, and may by ordinance authorize, the appropriate city official to initiate immediate repair or demolition of a building structure when, in the opinion of the official so designated, such emergency action is required due to imminent danger of structural collapse endangering adjoining property, the public right of way or human life or health. The cost of the emergency action shall be fixed by the municipal governing body and shall be assessed as provided in the ordinance, or, if such ordinance does not provide a method of assessment, as provided by this chapter.

L. (Ala. Code §11-53B-16). Applicability

This act shall also apply to all assessment liens for demolition or renovation of record as of July 1, 2002.

SECTION III: REPEALER

Ordinance number 2004-15 is hereby specifically repealed. All other Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION IV: 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

ORDINANCE 2005-32

**An Ordinance Restricting the use of Funds:
\$ 1,000,000 De-Annexation Proceeds**

WHEREAS, the City of Daphne did heretofore enter into an Agreement dated April 18th, 2005 with Cypress/Spanish Fort LLC whereby certain property located near Interstate 10 was de-annexed from the City of Daphne into the City of Spanish Fort; and

WHEREAS, in consideration for the de-annexation, the City of Daphne did receive a sum of \$ 1,000,000 (One Million Dollars); and

WHEREAS, the City of Daphne has numerous recreational needs.

NOW, THEREFORE, BE IT ORDAINED that the City Council has determined that the sum of \$ 1,000,000 and all interest earned and accrued for such sum shall be restricted for recreational purposes as approved by the City Council.

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 2005-33

An Ordinance Appropriating Funds

School Feasibility Study

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 a study is required in order to determine whether educational opportunities offered to the citizens and residents of Daphne would improve if Daphne independently operated a school system.

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 in the amount of \$ 16,500 for a feasibility study and assessment of the ability of the City of Daphne to establish and operate an independent school system.
- The Mayor is hereby authorized, upon review and approval by the City Attorney, to execute a contract with Dr. Ira W. Harvey for the purpose of conducting such study.

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

A Proposal for a Study of the Financial Feasibility of a Separate School System for Daphne, Alabama

Submitted by
Ira W. Harvey, Ed.D.
Financial Consultant
2213 Hunters Cove
Birmingham, AL 35216-2413
May 2, 2005

This proposal is for a study to assess the financial feasibility of a separate school system for Daphne, Alabama. Baldwin County currently has no independent city school systems. To conduct this study will require the review of the tax base of Baldwin County and the City of Daphne, Alabama, the types of taxes and rates that will be automatically in place as a municipal school system, and comparison with peer municipalities having independent school systems statewide. It is recommended that the study include the following components:

- (1) A concise explanation of laws governing the financing and administration of public schools in Alabama, including an analysis of the various state allocations to the proposed separate school system, including the Foundation Program, the Financial Assistance Program, and Line Items allocated through the State Department of Education. Additional funds available through other state sources such as Alabama Public School and College Authority Bond Issues will be reviewed.
- (2) An analysis of the allocation of local taxes to the new separate school system as one of two school systems of Baldwin County with special attention to equalization provisions of the Foundation Program and the Capital Improvement Allocation. Particular emphasis will be given to the reallocation within Baldwin County of countywide taxes and the creation of a new school tax district for the proposed Daphne City School System.
- (3) A review of the fiscal implications of current and any proposed laws affecting school finance.
- (4) An analysis of the fiscal requirements under existing law to maintain the current state of educational operations in the school sites comprising the Daphne City School System revenue requirements over and above available revenues at separation in order to implement the Daphne City School System.
- (5) An analysis of the additional costs necessary to administer a separate school system, both related to state requirements and sound educational policy.
- (6) An analysis of the tax base of the proposed separate school system compared to similarly situated school systems in Alabama that might be termed peers in terms of fiscal ability and educational expectations.
- (7) An analysis of revenue options for the newly created school tax district of the Daphne City School System, presenting type, rate and yield.
- (8) An analysis of existing staffing patterns by school sites which would present themselves as additional future costs, such as appropriate local salary schedules for both teachers and administrators and support personnel and class size reductions and special subject teachers.
- (9) An analysis of unique education costs over and above that considered for the regular education cost to determine the nature and scope of education overburden (excess costs) which could adversely impact the need for additional revenues.

- (10) An analysis of any and all debt outstanding on existing buildings, transportation equipment, and obligations of the Baldwin County Board of Education which might be transferred to the new Daphne City School System. The status of any of Baldwin County's intact sixteenth section lands will be considered.
- (11) An analysis of the cost and funding requirements of the creation of a transportation program, if desired, for the Daphne City School System.
- (12) An analysis of the expenditure patterns of peer school systems by function and object of expenditure to rationalize any proposed funding and spending increases.
- (13) Brief review of the physical condition of school sites and potential for growth.
- (14) Other Items which may be proposed by Members of the Committee.

The fee for conducting this study is sixteen thousand five hundred dollars (\$16,500.00), which will include the following:

- (1) Time and expense for on-site visitation as necessary to collect relevant information to fully document the analyses included in the study.
- (2) Consultation when requested regarding the outcomes of the study, proposed legislation and its potential impact, and the appropriations for FY 2006-2007.
- (3) Submission of a Final Report which could include a presentation to the Committee. Travel expense would be included.
- (4) Multiple bound presentation copies of the study to be presented in the manner the Committee deems advisable (private meeting, public meeting with PowerPoint presentation, etc.) An electronic file of the Study and the PowerPoint presentation and supporting appendices.
- (5) Availability to answer questions and remain a reference source as is deemed necessary (media, citizens groups, municipal officials, attorney's).

Additional components which are mutually agreed upon will be included in the study without additional cost. The report is anticipated to take at least three months once begun. Additional time may be necessary should unforeseen difficulties arise in acquired relevant information. The complete support of the public officials of Daphne will be necessary in securing relevant information regarding Daphne and from the Baldwin County Board of School Commissioners. Payment will be due in full after presentation of bound copies.

Approved: _____
(signature)

Date: _____
(date)

ORDINANCE 2005-34

An Ordinance Appropriating Funds

Site Containment Inspector

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, new construction of homes and businesses is continuing to increase within the City of Daphne; and

WHEREAS, such construction requires site monitoring in order to enforce compliance with local, state, and federal erosion control guidelines and thereby limit or eliminate the effects of flooding events in and around construction sites; and

WHEREAS, the City of Daphne recognizes the need to authorize a new position to perform such site monitoring duties.

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

- The position of Site Containment Inspector is hereby created and established as a Grade 16 in the City of Daphne Job Classification Plan.
- The Fiscal Year 2005 Budget is hereby amended to include a General Fund appropriation for wages and benefits in the amount of \$ 7,829 for the remainder of Fiscal 2005. (Annual starting compensation & benefits \$ 40,712)

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 2005-35

An Ordinance Appropriating Funds

Community Action Agency

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, the Community Action Agency of Baldwin, Escambia, Clarke, Monroe, and Conecuh Counties has the opportunity to receive three (3) AmeriCorps VISTA Volunteers for one (1) year of service; and

WHEREAS, the Community Action Agency was established to help low income individuals achieve self-sufficiency; and

WHEREAS, the City of Daphne supports the efforts of the Community Action Agency to meet the social, economic, and educational needs of low-income individuals residing in Daphne.

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 in the amount of \$ 1,000 to the Community Action Agency for the purpose of assisting with such costs as are necessary to secure 3 Americorps VISTA Volunteers for a period of one year.
- The Mayor is hereby authorized to execute the agreement as attached hereto for the purpose stated herein.

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

AGREEMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

This Agreement made and entered into on this the _____ day of _____, 2005, by and between the City of Daphne, Alabama (hereinafter referred to as Daphne), and the Community Action Agency of Baldwin, Escambia, Clarke, Monroe, and Conecuh Counties (hereinafter referred to as the Community Action Agency).

KNOW ALL MEN BY THESE PRESENT THAT:

WHEREAS, the City Council of the City of Daphne, Alabama, believes it to be in the best interest of the health, safety, and welfare of its citizens to provide financial assistance to the Community Action Agency; and

WHEREAS, the Community Action Agency seeks to empower communities through results-oriented programs targeted at meeting the social, economic, and educational needs of low-income individuals residing in Daphne; and

WHEREAS, the City Council of the City of Daphne recognizes that a public purpose is served through such programs and that such programs improve the quality of life of the residents and citizens of the City of Daphne.

WITNESSETH, that Daphne, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Community Action Agency, does hereby agree to pay the sum of One Thousand and no/100 Dollars (\$1,000) to the Community Action Agency to be used toward the funding of three (3) AmeriCorps VISTA Volunteers for a period of one (1) year. In consideration of the covenants and agreements made herein by Daphne, the Community Action Agency agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from Daphne.

Notwithstanding any of the provisions of this contract, it is agreed that Daphne has no financial interest in the business of the Community Action Agency and shall not be liable for any debts or obligations incurred by the Community Action Agency, nor may Daphne be deemed or construed to be a partner, joint venturer, or otherwise interested party in the assets of the Community Action Agency, or sums earned or derived by the Community Action Agency, nor shall the Community Action Agency at any time or times use the name or credit of Daphne in purchasing or attempting to purchase any equipment, supplies, or things whatsoever.

The Community Action Agency, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of Daphne, but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as

Daphne may request, to indicate that it is an independent contractor. Daphne does not and will not assume any responsibility for the means by which or manner in which services by the Community Action Agency, as provided for herein, are performed, but on the contrary, the Community Action Agency shall be wholly responsible therefore.

The Community Action Agency shall not transfer or assign this contract or any of the rights or privileges granted herein without the written consent of Daphne.

The Community Action Agency agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Community Action Agency, Daphne may, at its option, terminate and cancel this contract.

The Community Action Agency agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation, be denied benefits of, or otherwise be subject to discrimination on the grounds of race, sex, color, national origin, or handicap.

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

COMMUNITY ACTION AGENCY

Cassandra Boykin, Executive Director

ATTEST:

Title: _____