

**CITY COUNCIL BUSINESS MEETING AGENDA**  
**1705 MAIN STREET, DAPHNE, AL**  
**AUGUST 18, 2008**  
**6:30 P.M.**

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

**3. APPROVE MINUTES:** Council Meeting minutes meeting held August 4, 2008  
Council Work Session minutes meeting held August 14, 2008

**PRESENTATION:** Present Four Sets of Oxygen Masks for Pets / Volunteer Mobile

**PRESENTATION:** S.E.E.D.S. Presentation of Grants / Denise D/Oliviera

**4. REPORT STANDING COMMITTEES:**

**A. FINANCE COMMITTEE - Scott**

Review minutes meeting held August 11<sup>th</sup>

**a.) Ordinances:**

- 1.) Appropriation: Richard Scardamalia Pavilion Architectural Design / [Ordinance 2008-50](#)
- 2.) 5<sup>th</sup> Street/Van Buren Street Improvements / [Ordinance 2008-52](#)
- 3.) Sidewalks: Jubilee Square to Hotels / [Ordinance 2008-51](#)

**b.) Resolution:**

- 1.) Bid Award: Justice Center Air Conditioning System / Inland Air Systems  
[Resolution 2008-43](#)

**c.) Motions:**

- 1.) Authorize the Mayor to enter into an agreement for the architectural design of Bay Front Park
- 2.) Authorize the Mayor to sign the FEMA Hazard Mitigation Grant Disaster Assistance Agreement for the Wooster settlement

**d.) Financial Reports:**

- 1.) Treasurers Report / July 31, 2008
- 2.) Sales & Use Tax Collections / June 30, 2008
- 3.) Lodging Tax Collections / June 30, 2008

**B. BUILDINGS & PROPERTY - Lake**

Review minutes meeting held August 1<sup>st</sup>

**C. PUBLIC SAFETY - Burnam**

Review minutes meeting held August 6<sup>th</sup>

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

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

**MOTION:** Authorize Marshall Parsons to apply for a Hurricane Ivan Urban & Community Forest Grant

**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 July 24<sup>th</sup>
- E. Recreation Board - Palumbo**
- F. Utility Board - Scott**

**6. REPORTS OF OFFICERS:**

**A. Mayors Report**

- MOTION: Authorize Mayor to enter into a contract with Cole Brothers Circus*
- MOTION: Authorize Mayor to enter into a lease with the Baldwin County Board of Education for the Trione Sports Complex Property*

**B. City Attorney’s Report**

Discuss: Lamar Advertising Litigation / Executive Session

**C. Department Head Comments**

**7. PUBLIC PARTICIPATION:**

**8. RESOLUTIONS & ORDINANCES:**

**RESOLUTIONS:**

- a.) **ALDOT: Improvements to I-10 Interchange at CR 13 with Connector To US 90 and Additional Lanes on US 90 & County Road South of US-90. . . . . /Resolution 2008-42**
- b.) **Bid Award: Justice Center Air Conditioning System / Inland Air Systems. . . . . /Resolution 2008-43**

**ORDINANCES:**

**1<sup>st</sup> READ**

- a.) **Lodging Tax Appropriation: Richard Scardamalia Pavilion. . . . . /Ordinance 2008-50**
- b.) **Sidewalk Project / Handrails / Guardrails: Connecting Jubilee Square to Adjacent Hotels. . . . . /Ordinance 2008-51**
- c.) **5<sup>th</sup> Street / Van Buren Street Improvement. . . . . /Ordinance 2008-52**
- d.) **Adjust Speed Limit in City of Daphne . . . . . /Ordinance 2008-53**

**9. COUNCIL COMMENTS**

**10. ADJOURN**

**CITY OF DAPHNE  
CITY COUNCIL MEETING**

**ROLL CALL**

**CITY COUNCIL:**

**CALL VOTES**

COUNCILMAN YELDING

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

COUNCILWOMAN BARNETTE

PRESENT\_\_ ABSENT\_\_

COUNCILMAN LAKE

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

COUNCILMAN BURNAM

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

COUNCILMAN SCOTT

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

COUNCILMAN NAGER

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

**AUGUST 4, 2008  
CITY COUNCIL MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

1

**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. Eady gave the invocation.

**COUNCIL MEMBERS PRESENT:** Bailey Yelding; Cathy Barnette; John Lake arrived at 6:35 p.m., Greg Burnam; Ron Scott; Eric Nager arrived at 6:45 p.m.; August Palumbo.

Also present: Mayor Fred Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Jay Ross, City Attorney; Kim Briley, Finance Director; Sharon Cureton, Human Resource Director; Tonja Young, Library Director; James White, Fire Chief; Bill Eady, Planning Department Director; Sandra Morse, Civic Center Director; Melvin McCarley, Interim Public Works Director; David McKelroy, Recreation Director; David Carpenter, Police Chief; Jane Robbins, Mayor's Assistant; Scott Hutchinson, City Engineer; Al Guarisco, Village Point; Willie Robison, BZA.

Absent: Richard Merchant, Building Official.

**3. APPROVE MINUTES:**

**MOTION BY Councilwoman Barnette to adopt the Council meeting minutes meeting held July 21, 2008. *Seconded by Councilman Scott.***

**AYE Yelding, Barnette, Scott, Palumbo, Burnam                      NAY NONE OPPOSED**

**MOTION CARRIED**

**MOTION BY Councilwoman Barnette to adopt the Council Work Session minutes meeting held July 17, 2008. *Seconded by Councilman Yelding.***

**AYE Yelding, Barnette, Scott, Palumbo, Burnam                      NAY NONE OPPOSED**

**MOTION CARRIED**

**PRESENTATION:** Present Council with Daphne Library Goes Green Book Bags / Karen Kyzar

Mrs. Kyzar presented Council with the cloth bags as an environmental alternative to the plastic bags they used to give out to the library patrons as a book bag. They will start giving the bags out on August 8<sup>th</sup>.

**NOTE:** Councilman Lake arrived at 6:35 p.m.

**CHANGE:** September 1, 2008 Council meeting

**MOTION BY Councilwoman Barnette to change the September 1, 2008 Council meeting to Tuesday, September 2, 2008 6:30 p.m. *Seconded by Councilman Yelding.***

**AYE** Yelding, Barnette, Lake, Scott, Palumbo Burnam      **NAY** NONE OPPOSED

**MOTION CARRIED**

**4. REPORT OF STANDING COMMITTEES:**

**A. FINANCE COMMITTEE / Scott**

No report. The next meeting will be next Monday at 4:00 p.m.

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

No report.

**C. PUBLIC SAFETY COMMITTEE – Burnam**

No report.

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

The minutes for the last meeting are in the packet. The next meeting will be Wednesday following the Public Safety meeting.

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

No report.

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

**A. Board of Zoning Adjustments – Eady**

The board will meet August 7<sup>th</sup> at 6:00 p.m. with three submittals. All of them are set back encroachments one at 107 Timberline Drive, lots 55 & 56 of the Lakeview town homes and lots 57 & 58 of the Lakeview townhomes.

**B. Downtown Redevelopment Authority – Barnette**

No minutes are in the packet because there was a lack of a quorum. The next meeting will be August 11<sup>th</sup> at 5:30 p.m.

**C. Industrial Development Board – Yelding**

No report.

**D. Library Board – Lake**

No report.

**E. Planning Commission – Barnette**

**MOTION BY Councilwoman Barnette to set a Public Hearing date for September 15, 2008 to consider revisions to the Zoning Map. *Seconded by Councilman Yelding.***

Councilwoman Barnette stated that this was the semi-annual revisions for the zoning map, and received a favorable recommendation from the Planning Commission.

**AYE Yelding, Barnette, Lake, Scott, Palumbo, Burnam                      NAY NONE OPPOSED**

**MOTION CARRIED**

The Planning Commission will have a work session on August 13<sup>th</sup> at 8:00 a.m. The Site Review meeting will be August 20<sup>th</sup> at 8:00 a.m. and the Planning Commission meeting will be August 28<sup>th</sup>.

**F. Recreation Board – Palumbo**

The next meeting will be Wednesday at 6:00 p.m.

**G. Utility Board – Scott**

The next meeting will be the last Wednesday of the month at 5:00 p.m. Councilman Scott stated that everyone should visit the new park behind the Utility Board that it is a beautiful facility for everyone to enjoy.

**6. REPORTS OF THE OFFICERS:**

**A. *Mayor's Report***

No report.

**B. *City Attorney's Report***

No report.

**C. *Department Head Comments***

**David McKelroy – Recreation Director** – stated that they are at the end of registration for the fall sports programs. 180 have registered for football, and 600+ for soccer.

**NOTE:** Councilman Nager arrived at 6:45 p.m.

**7. PUBLIC PARTICIPATION**

**Mrs. Karen Nady – 1301 Captain O'Neal Drive** – reminded everyone that the Candidate Forum is tomorrow night, and that the Board of Registrars designated it as an official voter registration spot.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS:

- a.) Recreational Trails Grant / Lake Forest Lake Sidewalk. . . . . /Resolution 2008-30
- b.) Appointing Election Officials . . . . . /Resolution 2008-38
- c.) Officer Elected Without Opposition . . . . . /Resolution 2008-39
- d.) Officer Elected Without Opposition . . . . . /Resolution 2008-40
- e.) Revisions to the Street Map. . . . . /Resolution 2008-41

MOTION BY Councilwoman Barnette to waive the reading of Resolution 2008-30. *Seconded by Councilman Lake.*

AYE ALL IN FAVOR                      NAY NONE OPPOSED                      MOTION CARRIED

MOTION BY Councilman Lake to adopt Resolution 2008-30. *Seconded by Councilwoman Barnette.*

Council discussed the pros and cons of putting a sidewalk in that area.

Councilman Lake withdrew his motion. Councilwoman Barnette withdrew her second.

No one made another motion to adopt.

**RESOLUTION FAILED FOR LACK OF A MOTION TO ADOPT**

MOTION BY Councilwoman Barnette to waive the reading of Resolution 2008-38. *Seconded by Councilman Lake.*

AYE ALL IN FAVOR                      NAY NONE OPPOSED                      MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Resolution 2008-38. *Secoded by Councilman Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to waive the reading of Resolutions 2008-39 and 2008-40. *Secoded by Councilman Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Resolution 2008-39 Official Elected Without Opposition for Bailey Yelding, Jr. *Secoded by Councilman Lake.*

AYE Barnette, Lake, Scott, Nager, Palumbo, Burnam ABSTAIN Yelding

NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Resolution 2008-40 Official Elected Without Opposition. *Secoded by Councilman Lake.*

AYE Yelding, Barnette, Lake, Scott, Nager, Burnam ABSTAIN Palumbo

NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to waive the reading of Resolution 2008-41. *Secoded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Resolution 2008-41. *Secoded by Councilman Lake.*

Councilwoman Barnette stated that these were the additions to the street map from January 2008 – June 30, 2008, and received a unanimous favorable recommendation from the Planning Commission.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

**9. COUNCIL COMMENTS**

***Councilwoman Barnette stated:*** I would like to congratulate Mr. Yelding and Mr. Palumbo for their successful completion, and they will be seen in the next four years. I would like to congratulate Mr. Yelding for the park dedication it was a beautiful ceremony, and I know that his family was proud, and I was proud just to be there and witness it. The last thing is to remind folks that school starts next week so the schools zones will be back in session, and little kiddies will be running around not paying attention, and so remind everyone to pay attention to the children out on the streets in a different capacity than they have been in the last few months.

***Councilman Lake stated:*** Mr. Cohen I have had several people ask me about why we are not looking at sidewalks along 98 for people who work nearby. I had a woman who works at a dentist office on 98 and wanted to know why we don't look at possibly putting sidewalks along 98, much like Fairhope has, and to look at getting grants for those. The requests are from Main Street to Wal-Mart, and from Wal-Mart to Whispering Pines, and also south of Whispering Pines.

***Councilman Scott stated:*** It is time to start the budget process, and I know that Department Heads are involved in that now, and as we attempted to do last year if we could have the individual committees to start looking at those budgets as soon as possible. If there is ever a time to look at line by line it is those committees, and if there is one particular department that you are concerned about any Council member is always to come to any of the committee meetings. I would like for us to start that process so that we can have some kind of document, hopefully, adopted by the first of October.

***Councilman Nager stated:*** I understand why we as a Council are not prepared to move forward on this grant application, however, I would like to echo some of Mr. Lake's comments about the need for help with the Jubilee Square Shopping Center. We heard from members of the business community who spoke in favor of this, and some Lake Forest residents who spoke in favor of it, although they did suggest that we proceed with caution and not affect the lighting coming across the lake. I just received an e-mail very recently from a business owner from Jubilee Square that is closing and relocating to the Eastern Shore Center, and the main reason is the lack of foot traffic. So I urge us to consider other means to help businesses in that shopping center.

***Councilman Palumbo stated:*** Along with what Mr. Nager just said it is a problem because of lack of foot traffic. When that shopping center was built it was the largest in the area, and now it is being somewhat dwarfed by some other developments, and there is a lack of foot traffic. Once again I will make a plea to the Chamber of Commerce that whether or not they are members to be able to put their brochures up at the welcome center which the city graciously gives to the Eastern Shore Chamber of Commerce to use. I think that will go a long way. For the folks here that support the sidewalk project I hope they don't read this as a DOA project, I don't think it is, I just think, as echoed by most of the Council members, we need some more input, and I would like to see Lake Forest POA, or interested citizens e-mail the Council, phone calls, or send some letters whether pro or con. I think the folks that live on the other side of the lake have a different viewpoint than other people living in Lake Forest. The more information that we have about what that particular community wants, and this applies to the business community, with more information that we have the better decision we can make, and the quicker we can make it. Finally, Council and the Mayor

**AUGUST 4, 2008  
CITY COUNCIL MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

7

received an invitation to the grand opening of the Spanish Fort Middle School on Friday at 3:00 p.m. for the ribbon cutting, and I want to point out that as of registration we have over 200 Daphne students that will be attending that school because of the division lines with the school district. It is a \$34,000,000 facility, beautiful facility, and I hope you will come out to see some of our County and State dollars at work.

**10. ADJOURN**

**MOTION BY Councilwoman Barnette to adjourn. *Seconded by Councilwoman Yelding.***

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

**THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:25 P.M.**

Respectfully submitted by,

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

**Certification by Presiding Officer:**

\_\_\_\_\_  
Greg Burnam  
Council President  
Date & Time Signed: \_\_\_\_\_

**AUGUST 14, 2008  
CITY COUNCIL WORK SESSION  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

**COUNCIL MEMBERS PRESENT:** John Lake; Greg Burnam, arrived at 6:45 p.m.; Ron Scott; Eric Nager; August Palumbo.

**ABSENT:** Bailey Yelding Cathy Barnette.

Also present: Mayor Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Jay Ross, City Attorney; David McKelroy, Recreation Director; Kim Briley, Finance Director; Sharon Cureton, Human Resource Director, Ed Nelson, Recreation Board.

Vice Council President John Lake called the meeting to order at 6:30 p.m.

**1. PAVING LAKE FOREST ROADS**

Council discussed ways to finance paving roads through out the city. Councilman Scott stated that although the city has the borrowing power to do a bond issue the money is not there to make the payments, so a bond issue is out of the question at this time. He said there was several options, one is to borrow the money from a bank or take \$1 - 1½ million from reserves to pay for the paving.

Consensus of Council was to have an engineering firm to assess all the roads in the city and prepare a list of what needs to be done, a cost list and a priority list.

**2. TRIONE PARK PROPERTY LEASE**

The City Attorney, Jay Ross, explained that this new lease would combine the lease of property from 1992 with this lease, and would supersede the 1992 lease. It is a 24 year lease, with a no cancellation clause for the first 10 years, and after that the Board of Education can cancel the lease with a one year's notice, and they have to reimburse the city for the improvements or the city can move them, and at the end of the 24 years they can cancel with a one year notice with no reimbursement. The lease is at no cost to the city, and has two additional 30 year terms at the end of the 24 years.

Consensus of the Council was to put the lease on Monday's agenda for approval.

**3. BLUE CROSS/BLUE SHIELD INSURANCE RENEWAL**

The city's representative, Mr. Lane Hester, explained to Council that insurance cost have increased the past year about \$136,000. Mr. Hester stated that Mrs. Cureton has done an excellent job with the Wellness Fair and other methods to keep insurance cost down. This year there has been some major claims that made the cost rise. Councilman Scott stated that there were three options to choose from:

1. City absorbs all the cost
2. Employee absorbs all the cost
3. Share the cost

**AUGUST 14, 2008  
CITY COUNCIL WORK SESSION  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

Council discussed different ways to pay for the increase.

Consensus of the Council was that the employees should share in the cost, because most everywhere employees pay a good amount toward their insurance. The city revenues are way down and at this time cannot afford to absorb all the cost. Councilman Scott stated that Council should establish a set percentage where the employees cost goes up every year to keep pace with cost increases so that they will not be dealt a bigger blow at one time. Council asked Mrs. Briley to prepare a comparison of percentages of employee participation at 12%, 25%, 50%, 75% and 100% , and put the renewal on the September 2<sup>nd</sup> Council meeting for approval where they would decide how much to increase employee participation.

**6. ADJOURN**

There being no further business to discuss the meeting adjourned at 8:26 p.m.

Respectfully submitted by,

---

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

Certification of Presiding Officer:

---

**John Lake  
Council Vice President**  
Date & Time Signed: \_\_\_\_\_

**CITY COUNCIL MEETING  
STANDING COMMITTEE RECOMMENDATIONS:**

**FINANCE COMMITTEE REPORT**

**BUILDINGS & PROPERTY COMMITTEE REPORT**

**PLANNING/ZONING/CODE ENFORCEMENT COMMITTEE REPORT**

**PUBLIC SAFETY/ORDINANCE COMMITTEE REPORT**

**PUBLIC WORKS/BEAUTIFICATION/MUSEUM COMMITTEE REPORT**

**CITY OF DAPHNE**  
**FINANCE COMMITTEE MINUTES**  
**August 11, 2008**  
**4:00 P.M.**

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

The meeting was called to order at 4:05 pm. Present were Chairman Ron Scott, Councilman Bailey Yelding, Councilman Eric Nager, Finance Director Kim Briley, Senior Accountant Suzâne Henson and Accountant Donna Page.

Also in attendance were Mayor Fred Small, Revenue Officer Cornell Smith, and Human Resources Director Sharon Cureton.

**II. PUBLIC PARTICIPATION**

**A. Renaissance Improvement District – Amendment to Economic Development**

Mr. Preston Bolt and Mr. Pfil Hunt presented the proposed amendment to the Economic Development Agreement for the Renaissance project. As a review, The Cooperative District and the Improvement District are boards appointed by the City. Each district will submit an annual budget of administrative costs to the City for approval. The estimated annual budget is \$49,500 each, or \$99,000. The Cooperative District is paid via the sales tax pledge; the Improvement District does the assessments. Going into the deal, the City knew there would not be enough sales tax revenues to support the debt service, so the Improvement District was formed to do assessments to provide funding to support the debt service. The assessments act as a backup to the sales tax shortfall.

Unlike a Limited Obligation of the City (Eastern Shore Park), these districts are set up to remove total liability from cities. The districts are set up by the developer with the City's help and actually issue the debt and function as a governmental entity. As such, they each incur annual administrative costs for items such as trustee services (\$10,000 annually), insurance (\$18,000 annually), audits, continuing disclosure, etc.

Issue at hand is that the Agreement does not address the annual administrative fees that will be incurred by each district in the support of this debt. Once the bonds are paid off, there will be no need for these services. Over the life of the bond issue, the annual administrative fees will not impact the City at all; it will go against the assessments imposed by the Improvement District.

The purpose of the amendment is to permit use of the rebated sales tax proceeds for administrative and operating costs as well as for debt service. Exhibit A was presented outlining the permitted administrative and operating costs. It was discussed that this would not cost the City any additional monies. The Committee asked that this be discussed at the September 11 work session of the Council and that Mr. Bolt and Mr. Hunt be present.

**B. Insurance Update – BCBS**

Mr. Lane Hester with Blue Cross Blue Shield presented a summary of paid claims and a rate adjustment summary for the City, showing the renewal rate for the City with an 11.94% increase over last year. It was discussed that the three options are for the City to pay the increase, the employees to pay the increase, or for the City and employees to share the increase. Ms. Briley stated that currently 1.8 million is budgeted, and next year's budget would be 1.9 million for medical insurance. Mr. Scott stated that he will email the council and asked that this be put on a Council work session.

### **III. HUMAN RESOURCES BUSINESS**

Ms. Cureton presented the Committee members with a package containing the employee performance review forms as implemented last year. Ms. Cureton explained that the new performance review form is task specific.

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

#### **A. Appropriation Request**

1. Lodging Tax – Richard Scardamelia Pavilion Architecture’s Building Evaluation - \$8,500

A request from the Buildings and Property Committee to authorize the Mayor to enter into an agreement with William Caswell, Architect, to evaluate the Richard Scardamelia Pavilion at Bayfront Park was discussed. The evaluation will present findings on the structural analysis of the building and the feasibility of upgrading it. The proposal fee is \$8,500.

***Motion by Mr. Yelding to recommend to Council to authorize the Mayor to enter into a contract with William Caswell, Architect, to evaluate the Richard Scardamelia Pavilion at Bayfront Park and, additionally, that an ordinance appropriating \$8,500 from the Lodging Tax Fund be recommended for adoption. Seconded by Mr. Nager. All in favor.***

2. Gas Tax 4/7 Cent – 5<sup>th</sup> Street off Van Buren - \$16,000

A request from the Public Works Committee to resurface the 800 ft of 5<sup>th</sup> Street off of Van Buren at a cost of \$16,000 was presented.

***Motion by Mr. Yelding to recommend to Council to adopt an ordinance appropriating \$16,000 from Gas Tax Funds for the purpose of resurfacing the 800 ft of 5<sup>th</sup> Street off of Van Buren. Seconded by Mr. Nager. All in favor.***

3. Completion of Sidewalks from Hotels to Jubilee Square Shopping Center - \$4,900

Mayor Small asked that a request from the Public Works Committee to complete the sidewalks from the hotels to the Jubilee Square shopping center be considered. The Mayor noted that the work will be from east of the new hotel to Jubilee Square and will include hand and guard rails.

***Motion by Mr. Nager to recommend to Council to adopt an ordinance appropriating \$4,900 from the General Fund to complete the sidewalks from the hotels to the Jubilee Square shopping center. Seconded by Mr. Yelding. All in favor.***

#### **B. Hazard Mitigation Grant Program – State - Sub-grantee Disaster Assistance Agreement**

The Hazard Mitigation Grant Program HMGP DR (1605-197) for the Wooster property has been approved by FEMA for a total cost of \$216,390 with federal funds in the amount of \$162,293 obligated. The City’s cost will be \$54,097, which has already been approved with ordinance 2007-44 and 2008-40. Authorization for the Mayor to enter into the State – Sub-grantee Disaster assistance Agreement is needed.

***Motion by Mr. Yelding to recommend to Council to authorize the Mayor to enter into an agreement with the State of Alabama for the Hazard Mitigation Grant Program HMGP DR (1605-197). Seconded by Mr. Nager. All in favor.***

## C. Bids

2008-S-Justice Center Air Conditioning System

Eight bid invitations were sent out/picked up, with two sealed bids received. Mr. McCarley's recommendation was for the award of low bid in the amount of \$68,997 to Inland Air Systems, Inc. Total budgeted was \$60,800. It was discussed that the additional funding would be paid from the \$ 250,000 for Future Building Maintenance as approved in the capital budget.

***Motion by Mr. Nager to recommend to Council to adopt a resolution awarding Bid 2008-S-Justice Center Air Conditioning System to Inland Air Systems in the amount of \$68,997. Seconded by Mr. Yelding. All in favor.***

## V. Current Business

It was discussed that the 2009 budget is currently being worked on. Ms. Briley noted that some of the Council has mentioned the possibility of new debt for resurfacing and recreation. Currently, the City does not have funding that would support the debt service.

## VI. FINANCIAL REPORTS

### A. Treasurer's Report: July 31, 2008

The Treasurer's Report totaling \$20,461,782.35 was presented.

***Motion by Mr. Yelding to accept the Treasurer's Report as of July 31, 2008, in the amount of \$20,461,782.35. Seconded by Mr. Nager. All in favor.***

### B. Sales and Use Taxes: June 30, 2008

Sales and Use Tax Collected for June 2008	- \$ 997,274
Sales and Use Tax Budgeted for June 2008	- <u>\$1,061,004</u>
Under Budget (for June)	- \$ ( 63,730)

YTD Budget Collections Variance - Under Budget - \$(524,495)

### C. Lodging Tax Collections, June 30, 2008

The Lodging Tax Collections report shows \$64,626.19 collected for June 2008.

### D. Summary Report of Revenues over Expenditures – June 30, 2008

The General Fund Summary Statement of Revenues, Expenditures, and changes in Fund Balance as of June 30, 2008 with prior year comparatives was presented. Revenues over expenditures total \$500,660, and the unreserved fund balance as of June 30 is \$10,551,244. Mr. Scott asked Ms. Briley if she expected this to continue and she stated that she expects the fund balance to fall during July and August and then rise again when the Riviera PILOT payment is received.

### E. Vehicle fuel Comparison

A vehicle fuel comparison with prior years through June 30 was presented. Actual expenditures exceed budget by \$33,730.

## **F. Overtime comparison**

An overtime comparison with prior years through July 31 was presented. As of July 31, total overtime is \$ 415,096; total FY 08 budget is \$ 467,488.

## **G. Report: New Business Licenses – July 2008**

A report showing new businesses licensed in the City was presented.

## **H. Bills Paid Reports – July 2008**

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

## **VII. ADJOURN**

The meeting was adjourned at 5:18 p.m.

**Suzanne**

---

**From:** Kim Briley [kibriley@bellsouth.net]  
**Sent:** Thursday, July 31, 2008 8:43 AM  
**To:** 'Preston Bolt'  
**Cc:** hensonsm@bellsouth.net  
**Subject:** RE: Renaissance Improvement District

Preston,

I will place this on the next Finance Committee agenda. We meet on Aug 11 @ 4:00. Would you be available to attend and answer any questions they may have?

Thanks,  
Kim

---

**From:** Preston Bolt [mailto:pbolt@handarendall.com]  
**Sent:** Thursday, July 31, 2008 7:09 AM  
**To:** Kim Briley  
**Cc:** Ginger Gaddy; Jay M. Ross  
**Subject:** Renaissance Improvement District

Kim,

As we discussed several days ago, attached is a revised version of the proposed amendment to the Economic Development Agreement for the Renaissance project. The purpose of the amendment is to permit use of the rebated sales tax proceeds for administrative and operating costs as well as for debt service. You had asked in June whether we could cap the annual amount of those costs. As you might imagine, a cap that covers an arrangement that will run for 30 years does not work very well, and after discussing this with the District Manager and the Developer, they proposed that we include a list of the type of expenses that would be paid, in order to provide some parameters and limits. I have redrafted the amendment to add that list and have emphasized the requirement that the annual budget be submitted to the City. I hope this will resolve your concerns.

Please give me a call if we need to discuss.

Preston

HAND  ARENDALL  
LLC • LAWYERS

R. Preston Bolt, Jr.  
Hand Arendall LLC  
11 North Water Street  
RSA Tower, Suite 30200  
Mobile, Alabama 36602  
251 694-6292 (DD)  
251 544-1605 (Fax)  
[pbolt@handarendall.com](mailto:pbolt@handarendall.com)

**AMENDMENT TO ECONOMIC  
DEVELOPMENT AGREEMENT**

This **AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT** (“Amendment”) is hereby made and entered into on and as of the \_\_\_ day of \_\_\_\_\_, 2008, by and among the **RENAISSANCE CENTER, L.L.C.**, an Alabama limited liability company (the “Developer”), the **CITY OF DAPHNE, ALABAMA**, an Alabama municipal corporation (“City”), the **RENAISSANCE IMPROVEMENT DISTRICT**, an Alabama public corporation (the “Improvement District”) organized under the provisions of the Chapter 99A of Title 11 of the Code of Alabama (1975) (the “Alabama Code”) and the **RENAISSANCE COOPERATIVE DISTRICT**, an Alabama public corporation (the “Cooperative District”) organized under the provisions of the Chapter 99B of Title 11 of the Alabama Code. The Developer, the City, the Improvement District and the Cooperative District are collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, the Parties entered into that certain Economic Development Agreement on December 3, 2007 (“**Economic Development Agreement**”), pursuant to which City agreed to provide certain economic development incentives for the Commercial Development (as described therein); and,

**WHEREAS**, pursuant to the Economic Development Agreement, the City agreed to make a continuing grant to the Cooperative District of the Pledged Grant Funds (as described therein) for thirty (30) years from the initial dated date of the Bonds (as described therein) or until the Bonds are paid in full, whichever occurs first; and,

**WHEREAS**, the Parties desire to amend the Economic Development Agreement to clarify that the Pledged Grant Funds may be used to pay the administrative expenses of the Cooperative District and the Improvement District, as provided for in their respective annual budgets; and

**NOW, THEREFORE**, for and in consideration for the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend, and do hereby amend, the Economic Development Agreement as follows:

1. The Economic Development Agreement is hereby amended and modified to provide, notwithstanding any existing provision of the Economic Development Agreement to the contrary: (a) that the Pledged Grant Funds may be used to pay the administrative expenses of the Cooperative District and the Improvement District, as provided for in their respective annual budgets for the upcoming fiscal year for such district, and which administrative expenses are generally described in the schedule attached hereto as Exhibit A and shall include, without limitation, the expenses as so

described; and (b) that prior to payment of expenses for any fiscal year, the Cooperative District shall provide a copy of the budget of the Improvement District and Cooperative District indicating for such year the amount of any such expenses and the portion thereof to be paid out of Pledged Grant Funds.

2. Except as amended and modified hereby, the terms and conditions of the Economic Development Agreement shall remain in full force and effect and are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Parties have each hereunto caused their hands to be set on and as of the date first above written by the duly authorized officer or manager thereof.

**RENAISSANCE CENTER, LLC**

By: \_\_\_\_\_  
As Its:

**CITY OF DAPHNE, ALABAMA**

By: \_\_\_\_\_  
As Its:

Attest:

\_\_\_\_\_  
As Its:

**RENAISSANCE COOPERATIVE DISTRICT**

By: \_\_\_\_\_  
As Its:

**RENAISSANCE IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
As Its:

## **EXHIBIT A**

### **Permitted Administrative Expenses**

Collection Costs – costs of collection of the District’s assessments

Financial Reporting and Accounting – charges by independent accountants and the District Manager for periodic and annual financial statements

Engineering Services – charges by third party engineers for post-construction and maintenance requirements

Operations and Maintenance Costs – out of pocket costs of operating and maintaining the District facilities

Insurance – premiums for insurance on property, liability and other necessary coverages

Trustee Fees – annual charges for bond trustee

Arbitrage Rebate Calculations – charges by accountants providing rebate calculations to comply with tax requirements

Dissemination Agent Fees – charges by the third party dissemination agent for compliance with continuing disclosure requirements of the Securities Exchange Commission

Management Fees and Expenses – charges by the District manager and out of pocket costs and expenses, per the Management Agreement

Legal Services – charges by District counsel or other attorneys required for ongoing activities of the District

**Blue Cross and Blue Shield of Alabama**  
**Summary of Paid Claims**

**City Of Daphne**

Group Number(s): 86641

Experience Period: 6/1/2007 - 5/31/2008

Rating Period: 10/1/2008 - 9/30/2009

Paid Date	Inpatient	Outpatient	Retros	Total Hospital	Med/Surg & Drugs	PMD/PPO	Major Medical	Total Health
06/2007	\$71,975.00	\$23,526.78	\$140.45	\$95,642.23	\$22,045.64	\$48,127.09	\$3,137.41	\$168,952.37
07/2007	\$35,050.00	\$25,345.05	\$772.18	\$61,167.23	\$21,740.06	\$35,089.09	\$11,169.40	\$129,165.78
08/2007	\$58,750.00	\$22,319.59	(\$3.92)	\$81,065.67	\$34,221.58	\$43,006.90	\$15,857.78	\$174,151.93
09/2007	\$70,275.00	\$16,691.49	\$31.95	\$86,998.44	\$26,105.40	\$36,489.49	\$6,684.90	\$156,278.23
10/2007	\$16,348.00	\$18,010.00	\$326.32	\$34,684.32	\$19,339.88	\$34,498.54	\$9,629.98	\$98,152.72
11/2007	\$62,055.00	\$30,590.86	(\$10.01)	\$92,635.85	\$29,662.32	\$60,321.59	\$16,587.27	\$199,207.03
12/2007	\$26,725.00	\$20,680.11	(\$61.52)	\$47,343.59	\$27,411.65	\$36,875.75	\$12,197.86	\$123,828.85
01/2008	\$65,020.64	\$43,497.61	(\$1,364.54)	\$107,153.71	\$33,725.32	\$62,173.89	\$17,765.29	\$220,818.21
02/2008	\$54,100.00	\$27,407.13	\$0.00	\$81,507.13	\$30,740.00	\$54,541.00	\$11,108.55	\$177,896.68
03/2008	\$33,070.00	\$16,241.07	(\$66.44)	\$49,244.63	\$22,182.75	\$41,564.19	\$11,823.28	\$124,814.85
04/2008	\$58,314.68	\$27,082.62	\$0.00	\$85,397.30	\$17,681.00	\$46,550.36	\$13,480.04	\$163,108.70
05/2008	\$50,190.00	\$44,115.90	\$0.00	\$94,305.90	\$32,249.93	\$45,537.84	\$28,870.81	\$200,964.48
<b>Total Claims</b>	<b>\$601,873.32</b>	<b>\$315,508.21</b>	<b>(\$235.53)</b>	<b>\$917,146.00</b>	<b>\$317,105.53</b>	<b>\$544,775.73</b>	<b>\$158,312.57</b>	<b>\$1,937,339.83</b>

# Blue Cross and Blue Shield of Alabama

## Rate Adjustment Summary

### City Of Daphne

Group Number(s): 86641

Experience Period: 6/1/2007 - 5/31/2008

Rating Period: 10/1/2008 - 9/30/2009

<b>Enrolled Eligibles:</b>	<b>Health</b>
Individual:	77
Family:	146
<b>Total:</b>	<b>223</b>

**Income**

A. Net Earned Premium:	\$1,876,714.83
B. Premium Adjusted to Current Rate Level:	\$1,876,714.83

**Claims Expense**

C. Claims Paid for the Experience Period:	\$1,937,339.83
D. Less Shock Loss Claims (In Excess of \$100,000 Paid per Member):	\$185,104.94
E. Net Claims Paid:	\$1,752,234.89
F. Less: Claims Incurred Prior to the Experience Period:	\$136,520.63
G. Plus: Outstanding Claims Liability (OCL) for Experience Period:	\$190,900.00
H. Claims Incurred for the Experience Period (E - F + G):	\$1,806,614.26

**Allowance for Change in Cost & Use (Trend)**

I. Annual Rate of Change:	7.34%
J. Factor Applied in Rating: # of Months Trend = 16	1.0990

**K. Trended Claims Level Before the Impact of Pooling (H x J):**

\$1,985,466.02

**L. Trended Claims Level After Pooling:**

\$1,869,150.46

**M. Administrative Expense & Risk:  
( 11.03% of Health Premium. )**

\$231,726.76

**N. Total Required Premium (L + M):**

\$2,100,877.21

**O. Initial Rate Adjustment Percentage [ (N / B) - 1 ]**

11.94%

**P. Available Stabilization Used to Subsidize Rate Requirement**

0.00%

**Q. Required Rate Adjustment Percentage (O - P):**

11.94%

**R. Final Rate Adjustment Percentage:**

11.94%

Blue Cross and Blue Shield of Alabama

Renewal Rate Summary

City Of Daphne

Group Number(s): 86641

Experience Period: 6/1/2007 - 5/31/2008

Rating Period: 10/1/2008 - 9/30/2009

	<u>Current Rates</u>	<u>Required Rates</u>	<u>Renewal Rates</u>
Health			
Employee	\$368.94	\$412.94	\$412.94
Family	\$910.82	\$1,018.81	\$1,018.81
% Change:		11.94%	11.94%

EPS premium of \$3.94 for single and \$11.81 for all others included in the rates shown above.

**Blue Cross and Blue Shield of Alabama**  
**Retrospective Rate Credit (RRC)**

**City Of Daphne**

Group Number(s): 86641

Experience Period - RRC: 6/1/2007 - 5/31/2008

Rating Period: 10/1/2008 - 9/30/2009

**Health Coverage**

<b>1. Net Earned Dues:</b>	\$1,876,714.83
<b>2. Retention:</b>	
A. Retention Percentage	11.43%
B. Administrative Expense, Risk, & Premium Tax	\$214,508.51
<b>3. Claims:</b>	
A. Claims Paid for the Experience Period:	\$1,937,339.83
B. Less: Shock Loss Claims	\$185,104.94
C. Less: Prior Reserve for Unpaid/Unreported	\$151,700.00
D. Plus: Current Reserve for Unpaid/Unreported	\$191,400.00
E. Total Claims Expense	\$1,791,934.89
4. Amount to RRC Current Year: 6/1/2007 - 5/31/2008	(\$129,728.57)
5. Plus: Prior RRC Balance Through: 5/31/2007	\$294,808.02
6. Cumulative RRC Balance Through: 5/31/2008	\$165,079.45
7. Estimated Amount to RRC: 6/1/2008 - 9/30/2008	(\$79,752.00)
8. Cumulative Projected RRC Balance Through: 9/30/2008	\$85,327.45
9. RRC Available to Stabilize Rates:	\$0.00
10. Available RRC as a Percentage of Annualized Fees in Force:	0.00%

**Blue Cross and Blue Shield of Alabama**

Rating History

**City Of Daphne**

Group Number(s): 86641

Experience Period: 6/1/2007 - 5/31/2008

Rating Period: 10/1/2008 - 9/30/2009

Renewal Experience Period	6/1/2007 - 5/31/2008	6/1/2006 - 5/31/2007	5/1/2005 - 4/30/2006	6/1/2004 - 5/31/2005
---------------------------	----------------------	----------------------	----------------------	----------------------

**Health**

A. Contract Months Exposed:	2,661	2,629	2,595	3,232
B. Contracts at the End of the Experience Period:	223	221	216	275
C. Required Rate Adjustment %:	11.94%	7.14%	7.91%	15.43%
D. RRC % Utilized:	0.00%	6.90%	1.61%	0.00%
E. Final Rate Adjustment % (Reduced by RRC):	11.94%	0.00%	6.30%	15.43%
F. Drug Rebates and Settlements:	(\$25,350.36)	(\$19,447.44)	(\$13,891.62)	\$0.00

**Retrospective Rate Credit (RRC)**

RRC Balance at the end of the Experience Period:	\$165,079.45	\$294,808.02	\$185,356.86	\$156,117.89
--	--------------	--------------	--------------	--------------

Original Effective Date of Group: Health: 12/1/1981

Jane

**From:** Kim Briley [kimbriley@bellsouth.net]  
**Sent:** Monday, August 04, 2008 4:00 PM  
**To:** 'Jane Robbins'  
**Subject:** RE: Question

Mayor said Ok -  
lets put it before  
Finance

Jane

We would have to appropriate the \$- preferably from Lodging Tax Fund

---

**From:** Jane Robbins [mailto:mayorassist@bellsouth.net]  
**Sent:** Monday, August 04, 2008 3:54 PM  
**To:** 'Kim Briley'  
**Subject:** Question

The Mayor asked me to check with you to see if there are any engineering dollars left or monies from the lodging tax that can be ear marked for the architectural design for Bayfront Park? The architect has submitted a proposal for \$8,500.

*Jane Robbins*  
Assistant to Mayor Small  
621-9000

# Buildings and Property Committee Minutes

August 1, 2008  
10:00 a.m.  
City of Daphne  
Council Chambers

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

Sandra Morse, Director Daphne Civic Center

## Agenda

The meeting opened at 10:10 a.m. with Mr. Frank Barnett of the Public Works Department discussing quotes for restriping and sealing of the parking lot at the Daphne Civic Center Complex, repairing the roof at the Daphne Civic Center and painting the columns at the Complex.

**Motion** by Councilman Palumbo for Mayor Small to negotiate the contract for restriping the Civic Center Complex parking lot with the lowest quote which was Seal-N-Stripe \$14,480.00. **Seconded** by Councilman Lake. **Motion Approved.**

**Motion** by Councilman Lake to recommend to the Council to accept the quote of \$1,540.00 from Thomas Roofing Co. Inc. to repair the roof at the Civic center over the men's rest room and to recommend to Council to open the bid process for the entire Civic Center roof job. **Seconded** by Councilman Palumbo. **Motion Approved.**

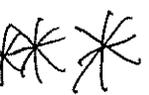
**Motion** by Councilman Palumbo to recommend to the Council to accept the lowest bid to repaint the columns, metal ceilings, metal brackets, ceiling beams, metal doors, gutters, and hand rails on the north side of the Daphne Civic Center. The Bid is \$18,966.00. **Seconded** by Mayor Small. **Motion Approved.**

The Committee also requested that Mr. Barnett research the costs of increasing the lighting in the Civic Center Complex parking lot.

The Committee and Attorney Jay Ross discussed the lease agreement with the Bay Rivers Art Guild and the City of Daphne. Various points were clarified and Mr. Ross will prepare the lease and present it at the next Buildings and Property Committee meeting.

Mr. William Caswell Architect presented a proposal for evaluation of the Richard Scardamelia Pavilion at Bayfront Park. The evaluation is being prepared to present findings back to the Committee for recommendations to the full council as to the

Ord 2008-32  
cc Kibr  
Just Center  
\$50,000 for Improvement



feasibility of upgrading the pavilion. The Proposal is in the amount of \$8,500.00. **Motion** by Mayor Small to send the request to Finance Committee. **Seconded** by Councilman Palumbo. **Motion Approved.**

The Committee and Jay Ross discussed the deed and lease agreement for the Old Methodist Church Museum. Mr. Ross will amend the existing lease and include the deed for the additional parcel of land. All other information will remain the same. Mr. Ross will present the completed document to the Buildings and Property Committee.

The Committee discussed the need to ensure that all citizens have proper access to usage of the Daphne Civic Center. The Committee discussed placing limits on renters using the Civic Center on a continuous basis.

Meeting adjourned at 11:20 a.m.

**WILLIAM CASWELL  
ARCHITECT**

365 GRAND AVE. SUITE D  
FAIRHOPE, AL 36532  
PHN 251-928-4218  
FAX 251-928-4416

July 15, 2008

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

**Reference: Evaluation of City of Daphne Bayfront Park Richard Scardamalia Pavilion**

As requested I am presenting this proposal for evaluation of the above project. Following are my understanding of the scope of work and fee proposal.

**Scope of Work**

Field measure the existing building and produce an existing floor plan document that can be used for future space planning and evaluation.

Review life safety issues and provide a code analysis. This would include a review of means of egress, fire protection systems and fire ratings.

Review hurricane resistant construction, ADA accessibility, and mechanical, electrical and plumbing conditions.

Provide structural condition assessment following the guidelines of ASCE Standard 11-90, in the preliminary assessment phase.

The assessment of architectural, structural, mechanical, electrical and plumbing items shall be made based on review of any existing documents, field observation of the existing building, and will not include destructive or non-destructive testing, unless recommended and authorized by the city. Any such testing shall be conducted as a reimbursable expense.

The report shall include comments and recommendations regarding architectural, structural, mechanical, electrical and plumbing aspects of proposed changes to the building.

Project renovation goals will be reviewed and recommendations provided with preliminary cost estimates for the following items:

Accessibility – stairs, ramp, elevator.

Function – New offices, separate small meeting room with restrooms, full kitchen, additional storage areas, porches. Development of usable open space under the building.

Initial space planning designs will be based on working within the existing building footprint. Options for additional square footage to be added to the building will be reviewed and presented as an estimated square footage cost estimate.

Asthetics – vaulting of interior spaces, new interior and exterior finishes and lighting. Development of east elevation and entry.

**Fee**

William Caswell Architect proposes to provide services for a lump sum fee of \$8,500.00 with reproduction and authorized expenses billed and indicated below.  
Monthly invoices represent the work that has been completed by this office.

**Expenses**

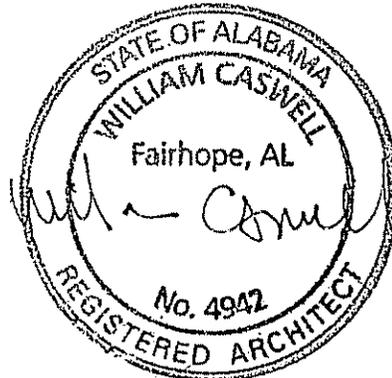
Printing  
Reproductions

Once again, thank you for the opportunity to submit this proposal. Please do not hesitate to call with any questions about this proposal.

Sincerely;



William Caswell  
Architect  
Alabama Reg. No. 4942



Approved by :

Title:

Date:

**CITY OF DAPHNE**  
**PUBLIC WORKS COMMITTEE MEETING**  
**Time: 8:00 AM on July 25, 2008**  
**Location: City Hall Council Chambers**

Councilman Bailey Yelding, District 1  
Councilwoman Cathy Barnette, District 2  
Councilman John Lake, District 3

forward and get landscaping plan, motion seconded by Councilman Lake. All in Favor.

- B. Councilman Yelding suggested cutting the ROW on Conaway Street.
- C. Lea Avenue needs to be cut back. There has already been an accident there. Mayor Small requested that the azaleas be removed and that all intersections be checked for visibility.
- D. Deer Court – need to clear median
- E. Montessori School has garbage problems, too much and is being scattered. Needs to be addressed by Solid Waste Coordinator.
- F. Trailer Park on Van Avenue – Garbage cans not corralled. Needs to be addressed by the Solid Waste Coordinator.
- G. Trailer on Parker Lane – Appears to be a meth lab.
- H. Garbage problem with Mancis. It was suggested that we need to ask ordinance committee to create an ordinance to address. Councilwoman Barnette will get with Gus Pulumbo to get on Ordinance Committee agenda.

**V. DIRECTOR'S REPORT**



- A. 5<sup>th</sup> Street off Van Buren – Church members have requested street improvements. The County's price is \$16,000. The street is 800 ft. Councilman Yelding asked if monies can come from 4/7 cent tax. Mayor Small stated that yes, it could. Motion made by Councilman Yelding to send to Finance Committee for the cost of \$16,000 for roads, motion seconded by Councilwoman Barnette. All in Favor.
- B. Sidewalks – Sidewalks are being continued around from the hotels to the Jubilee Square shopping center. \$2,500 to come out of hotel money. Will not fit into hotel fund. Motion made by Councilman Lake to fund from general funds to finish sidewalks and handrails/guardrail, motion seconded by Councilwoman Barnette. All in Favor. Drawing to be submitted. Councilman Lake wants it to include Bike Path.

**VI. SOLID WASTE AUTHORITY**

- A. Received funding for dumpsters for recycling. Can purchase them.

**VII. MUSEUM COMMITTEE**

- A. Minutes – April 4, 2008

**VIII. BEAUTIFICATION COMMITTEE**

- A. Minutes – July 7, 2008
- B. The Beautification Committee attendees discussed their budget requests.
- C. Dorothy Morrison has been contacted by other cities throughout Alabama trying to find ideas and common goals.
- D. Discussion of trimming crepe myrtles.

**IX. ENGINEER REPORT**

- A. NRCS Update – Report on Whispering Pines Road. Mayor Small talked about the need for resurfacing program. Needs to start with the PW Committee.
- B. PW needs to prepare list of Lake Forest Roads. Engineers – phase two of LF plan.

**Kim**

---

**From:** Alicia Jacob [ajacob@gallowayllp.com]  
**Sent:** Friday, August 01, 2008 3:36 PM  
**To:** 'Kim Briley'  
**Subject:** RE: Wooster v City of Daphne

Thanks for letting me know. I will be in touch next week. Have a good weekend. Alicia

---

**From:** Kim Briley [mailto:knbriley@bellsouth.net]  
**Sent:** Friday, August 01, 2008 3:33 PM  
**To:** Alicia M. Jacob  
**Subject:** RE: Wooster v City of Daphne

Alicia,

Jane in the Mayor's office just brought a copy of the documents to me-- so no need to fax. I'll be looking for the estimates next week.

Thanks,  
Kim

---

**From:** Alicia Jacob [mailto:ajacob@gallowayllp.com]  
**Sent:** Friday, August 01, 2008 3:31 PM  
**To:** 'Kim Briley'  
**Subject:** RE: Wooster v City of Daphne

I will fax you a copy. I also mailed a copy to the Mayor, but he might not have gotten it yet. I just spoke to Crane Title and I need to send them some information so that they can prepare a good faith estimate of the closing costs. I will send it to you the estimate as soon as I get it next week. Thanks. Alicia

---

**From:** Kim Briley [mailto:knbriley@bellsouth.net]  
**Sent:** Friday, August 01, 2008 11:40 AM  
**To:** Alicia M. Jacob  
**Cc:** 'Jane Robbins'  
**Subject:** RE: Wooster v City of Daphne

Alicia,

Can I get a copy of the FEMA notice of grant approval? The funds would be available, but this would have to be approved by the City Council. The Finance Comm meets Aug 11- I could get this on that agenda & then to the City Council on the 18th. Can you get estimates on the closing fees before Thursday, Aug 7?

Thanks,  
Kim

---

**From:** Alicia Jacob [mailto:ajacob@gallowayllp.com]  
**Sent:** Friday, August 01, 2008 11:23 AM  
**To:** 'Jane Robbins'; 'Kim Briley'  
**Subject:** Wooster v City of Daphne

Now that we have received notice that our FEMA grant application was approved, I need to schedule a closing for the City to purchase this property. It would make it easier if the City could front the purchase price at the closing and just get reimbursed from FEMA for its share after the closing. The purchase price is \$200,250.00. In addition, there will be closing fees, but I have not gotten an estimate of those amounts yet. I need to confirm that the City has the funding available. Please give me a call if you have any questions. Thanks. Alicia

\$1377.50 (see Attachment)

Alicia M. Jacob  
[ajacob@gallowayllp.com](mailto:ajacob@gallowayllp.com)  
Galloway, Wettermark, Everest, Rutens & Gaillard  
3263 Cottage Hill Road  
P.O. Box 16629  
Mobile, Alabama 36616-0629  
Telephone: 251-476-4493  
Facsimile: 251-479-5566

The contents of this e-mail message and any attachments are intended solely for the addressee(s) named in this message. This communication is intended to be and to remain confidential and may be subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and its attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

**CRANE TITLE, INC.**  
2607 Dauphin St., Suite C  
Mobile AL 36606  
Telephone: 251-479-5218 Fax: 251-472-1081

August 8, 2008

City of Daphne

RE: David E. and Donna M. Wooster  
103 Gordon Circle  
Daphne, AL 36526

File # 10213

Invoice #10213

---

FOR SERVICES RENDERED

Settlement/Closing Fee	\$250.00
Attorney Fee (Warranty Deed)	75.00
Title Insurance (Owner's Policy)	824.00
Recording Fees	28.00
State Tax/Stamps	200.50
TOTAL AMOUNT DUE:	<u>\$1,377.50</u>

**PAYMENT WITHIN 30 DAYS WILL BE APPRECIATED**  
**Please return one copy of this invoice with your payment.**

Amount Enclosed: \$ \_\_\_\_\_

Thank you!

GALLOWAY, WETTERMARK, EVEREST,  
RUTENS & GAILLARD, LLP

ATTORNEYS AT LAW  
3263 COTTAGE HILL ROAD  
P O BOX 16629  
MOBILE, ALABAMA 36616-0629

Telephone: [251] 476-4493  
Fax: [251] 479-5566

THOMAS M GALLOWAY  
THOMAS M GALLOWAY, JR  
LAWRENCE M WETTERMARK  
ROBERT M GALLOWAY  
MARK J EVEREST  
ANDREW J RUTENS \*  
THOMAS O GAILLARD, III \*\*  
THEODORE L GREENSPAN  
ERIN B FLEMING  
ALICIA M JACOB †  
J WILLIS GARRETT, III

July 29, 2008

JUL 31 2008

\* ALSO ADMITTED IN FLORIDA  
\*\* ALSO ADMITTED IN MISSISSIPPI  
† ALSO ADMITTED IN LOUISIANA

Hon. Fred Small  
Mayor of the City of Daphne  
City of Daphne  
Post Office Box 400  
Daphne, Alabama 36526

RE: DAVID WOOSTER, et al. v. CITY OF DAPHNE  
AMIC FILE NO.: 014186DS  
INSURED: CITY OF DAPHNE  
CLAIMANT: DAVID AND DONNA WOOSTER  
DATE OF LOSS: 05/18/2003  
CASE NO.: CV-04-0214  
OUR FILE NO.: 04-1095-AJR

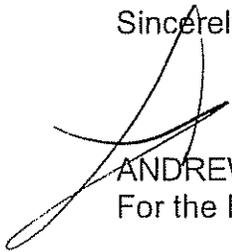
Dear Mayor Small:

I am pleased to report that we have finally received notice from FEMA that the Hazard Mitigation Grant Application in the above referenced matter has been approved. I have enclosed a copy of the approval letter, along with its attachments. One of the attachments is a State-Subgrantee Disaster Assistance Agreement. I ask that you please execute the agreement on behalf of the City and return it to Debbie Peery at AMEA.

As you can see from the enclosed agreement, the City is supposed to begin work on the project within ninety (90) days of the grant approval. I have contacted Plaintiffs' counsel to find out how long his clients need to vacate the residence. I will let you know as soon as I have heard back from him so that you can schedule a closing for the City to purchase the property.

In the meantime, please do not hesitate to contact me if you have any questions.

Sincerely, I am



ANDREW J. RUTENS  
For the Firm

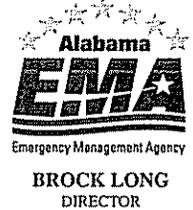
AJR/amj  
Enclosures



BOB RILEY  
GOVERNOR

STATE OF ALABAMA  
EMERGENCY MANAGEMENT AGENCY

5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160  
(205) 280-2200 FAX # (205) 280-2495



July 24, 2008

Mr. Andrew Rutens, Attorney  
City of Daphne  
3263 Cottage Hill Road  
Mobile, AL 36606

216,390  
- 162,293  
-----  
54,097

Subject: Hazard Mitigation Grant Program HMGP DR (1605-197)  
City of Daphne - Acquisition - Demolition

2007-44 55,186  
2008-40 20,000

Dear Mr. Rutens:

The Federal Emergency Management Agency (FEMA) has notified this office that the above-referenced project is approved and the federal funds obligated. The project has been approved for \$216,390 with a Federal share of \$162,293. Sub-grantee administrative expenses of \$4,328 are included in the total obligation of \$167,454. Enclosed are the FEMA obligation package and a reimbursement form. The Request for Reimbursement form must be completed and submitted to this office for drawdown of funds. **Please refer to list of required documentation noted on Request for Reimbursement form.** Also enclosed is a Quarterly Progress Report. Please complete this report and return to this office by the end of each quarter. (December 31, March 31, June 30 and September 30)

Please find enclosed two copies of the State-Sub-grantee Agreement. Execute both copies and return one copy to Debbie Peery and retain the other copy for your files. Please note that #12 on the State-Sub-grantee Agreement states: "The Sub-grantee will begin project work within 90 days of approval of the grant and complete all items of work within the specified period of performance (July 15, 2008 through June 30, 2009) unless an extension is granted to extend the time frame." **Request for a time extension with accompanying justification, must be submitted to this office 90 days prior to end of performance.** Also, it is important to fully document the 25% non-federal share for the final audit.

If you need additional information concerning this approval and the administration of this project please contact Debbie Peery, State Hazard Mitigation Officer at 205-280-2476.

Sincerely,

Charles Williams  
Preparedness Division Chief

CW/DPP/jjh

cc: David Coggins, Field Coordinator  
Leigh Anne Ryals, Baldwin County EMA

Enclosures

**HAZARD MITIGATION GRANT PROGRAM**  
**CFDA #97.039**  
**DR-1605-197, Acquisition/Demolition**  
**State-Subgrantee Disaster Assistance Agreement**

This agreement between the State of Alabama (the State) and City of Daphne (Sub-grantee) shall be effective on the date signed by the State and the Subgrantee. It shall apply to all assistance funds provided by or through the State to the Subgrantee as a result of a presidentially declared disaster occurring within the State of Alabama.

The designated representative of the Subgrantee certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Subgrantee.
2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Subgrantee will use disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR §206 and 44 CFR Part 13.
4. The payments for approved projects will be on a cost reimbursement basis and subject to receipt and approval of invoices.
5. The Subgrantee is aware that limited funding available for mitigation requires cost sharing, and that the Subgrantee is required to provide the full non-federal share for such mitigation activities.
6. The Subgrantee will establish and maintain a proper accounting system to record expenditure of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
7. The local cost share funding will be available within the specified time.
8. The Subgrantee will give state and federal agencies designated by the Governor's Authorized Representative access to and the right to examine all records and documents related to use of disaster assistance funds.
9. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds, which are not supported by audit or other federal or state review of documentation, maintained by the Subgrantee.
10. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
12. The Subgrantee will begin project work within 90 days of approval of the grant and complete all items of work within the specified period of performance (July 15, 2008 through June 30, 2009) unless an extension is granted to extend the time frame.
13. The Subgrantee will comply with all federal and state statutes and regulations relating to non-discrimination.

14. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
15. The Subgrantee will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
16. The Subgrantee will comply with the National Flood Insurance Program purchase requirements.
17. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
18. The Subgrantee will not enter into contracts for which payment is contingent upon receipt of state or federal funds.
19. The Subgrantee will not enter into any contract with any party, which is debarred or suspended, from participating in federal assistance programs.
20. The Subgrantee will provide copies of audit reports that include funds provided under this agreement to:

State of Alabama  
 Department of Examiners of  
 Public Accounts  
 P. O. Box 302251  
 Montgomery, AL 36130-2251  
 Attn: Audit Report Repository

and

State of Alabama  
 Emergency Management  
 Agency  
 P.O. Drawer 2160  
 Clanton, AL 35046  
 Attn: Hazard Mitigation

Signed for the Subgrantee:

\_\_\_\_\_  
 Name (Typed)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Signed for the State:

Charles Williams  
 Preparedness Division Chief (Typed)

  
 Signature

July 24, 2008  
 Date

**MEMORANDUM**

**CITY of DAPHNE - DIVISION OF PUBLIC WORKS**

---

To: Suzanne Henson, Sr. Accountant  
Finance Committee Members

From: Melvin McCarley, Superintendent   
Divisions of Public Works & Maintenance

Date: August 7, 2008

Re: Recommendation for Bid Award 2008-S-Justice Center Air Conditioning System

The Finance Department and Public Works sent out requests for bids for an Air Conditioning System for the Justice Center. Two companies responded and both met all specifications. Inland Air's price was much lower and we have decided to accept their bid in the amount of \$68,997.00.

I therefore recommend to this Committee that we award the City of Daphne BID 2008-S-Justice Center Air Conditioning System to Inland Air.

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

MM:swc

**CITY OF DAPHNE**  
**2008-S-JUSTICE CENTER AIR CONDITIONING SYSTEM**  
**AUGUST 4, 2008**

**PRESENT WERE:**

MS. SUZANNE HENSON  
FRANK BARNETTE

TITLE SR ACCOUNTANT  
TITLE BUILDING MAINTENANCE SUPERVISOR

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

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

<u>VENDER</u>	<u>BID BOND</u>	<u>AMOUNT</u>
JOHNSON CONTROLS, INC.	X	76,785.00
INLAND AIR SYSTEMS, INC.	CASH CHECK	68,997.00



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

# TREASURER'S REPORT

As of July 31, 2008

TO: FINANCE COMMITTEE

FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

<u>ACCT TITLE</u>	<u>BANK</u>	<u>BALANCE</u>
<b>GENERAL FUND &amp; ENTERPRISE FUNDS</b>		
MMA ACCT	COMPASS	\$12,108,611.61
OPERATING ACCT	COMPASS	(\$347,021.84)
PAYROLL ACCT	COMPASS	(\$3,449.21)
MUNICIPAL COURT	COMPASS	<u>\$323,193.70</u>
		\$12,081,334.26
<b>SPECIAL REVENUES FUND</b>		
SAIL SITE	FIRST GULF	\$5,503.00
4 CENT GAS TAX	FIRST GULF	\$191,848.98
7 CENT GAS TAX	FIRST GULF	<u>\$277,327.68</u>
		\$474,679.66
<b>CAPITAL PROJECTS FUND</b>		
CAPITAL RESERVE	WACHOVIA	\$4,076,773.55
97 WARRANT CONS	WACHOVIA	\$5,210.27
99 WARRANT CONS	REGIONS	\$19,974.13
2000 CONSTRUCTION	REGIONS	\$61,899.26
2006 CONSTRUCTION	WACHOVIA	<u>\$2,211,256.37</u>
		\$6,375,113.58
<b>DEBT SERVICE FUND</b>		
DEBT SERVICE	WACHOVIA	\$1,523,740.74
2006 DEBT SERVICE	FIRST GULF	<u>\$6,914.11</u>
		\$1,530,654.85
		<u>\$20,461,782.35</u>

# SALES & USE TAXES

## ACTUAL COLLECTIONS

	2002	2003	2004	2005	2006	2007	2008	Actual- 2008	Budget	Monthly Variance	YTD Variance	% of Budget
October	671,699.04	636,462.64	697,830.58	833,700.71	932,634.66	944,542.36	867,190.18	867,190.18	953,988	(86,797.82)	(86,797.82)	-9.10%
November	650,308.98	646,534.10	710,788.74	814,666.03	901,512.38	918,837.95	915,890.97	915,890.97	928,026	(12,135.03)	(98,932.85)	-1.31%
December	858,086.66	892,208.68	941,151.87	1,091,073.78	1,168,443.68	1,182,584.39	1,120,005.09	1,120,005.09	1,194,410	(74,404.91)	(173,337.76)	-6.23%
January	639,638.85	590,727.65	697,083.68	771,837.83	887,468.11	914,876.33	822,020.87	822,020.87	924,025	(102,004.13)	(275,341.89)	-11.04%
February	602,215.06	632,654.31	688,421.54	788,825.08	878,123.66	877,975.60	865,625.83	865,625.83	886,755	(21,129.17)	(286,471.06)	-2.38%
March	710,960.77	705,390.20	848,156.86	917,832.17	1,081,774.83	1,071,598.38	998,616.04	998,616.04	1,082,314	(83,697.96)	(380,169.02)	-7.73%
April	629,853.17	692,148.44	752,039.55	863,144.81	968,760.72	960,140.54	963,691.85	963,691.85	969,742	(6,050.15)	(386,219.17)	-0.62%
May	668,867.28	702,692.15	757,610.49	867,446.44	1,000,424.48	1,021,498.14	957,167.20	957,167.20	1,031,713	(74,545.80)	(460,764.97)	-7.23%
June	731,684.73	752,668.04	818,209.20	982,863.46	1,024,091.07	1,066,433.92	997,274.15	997,274.15	1,061,004	(63,729.85)	(524,494.82)	-6.01%
July	679,602.58	721,790.90	803,051.14	908,576.13	941,407.68	933,216.66	-	-	1,005,952	-	-	-
August	657,027.91	739,993.63	745,320.33	869,818.11	950,539.01	954,421.57	-	-	975,079	-	-	-
September	644,827.41	715,641.36	830,250.80	998,476.08	967,616.16	965,107.35	-	-	1,024,647	-	-	-
<b>Totals</b>	<b>8,144,772.44</b>	<b>8,428,932.10</b>	<b>9,289,924.78</b>	<b>10,708,260.63</b>	<b>11,702,796.44</b>	<b>11,871,233.19</b>	<b>8,507,482.18</b>	<b>8,507,482.18</b>	<b>12,037,655</b>	<b>(524,494.82)</b>		

## FY 2007 BUDGET/ACTUAL COMPARISONS

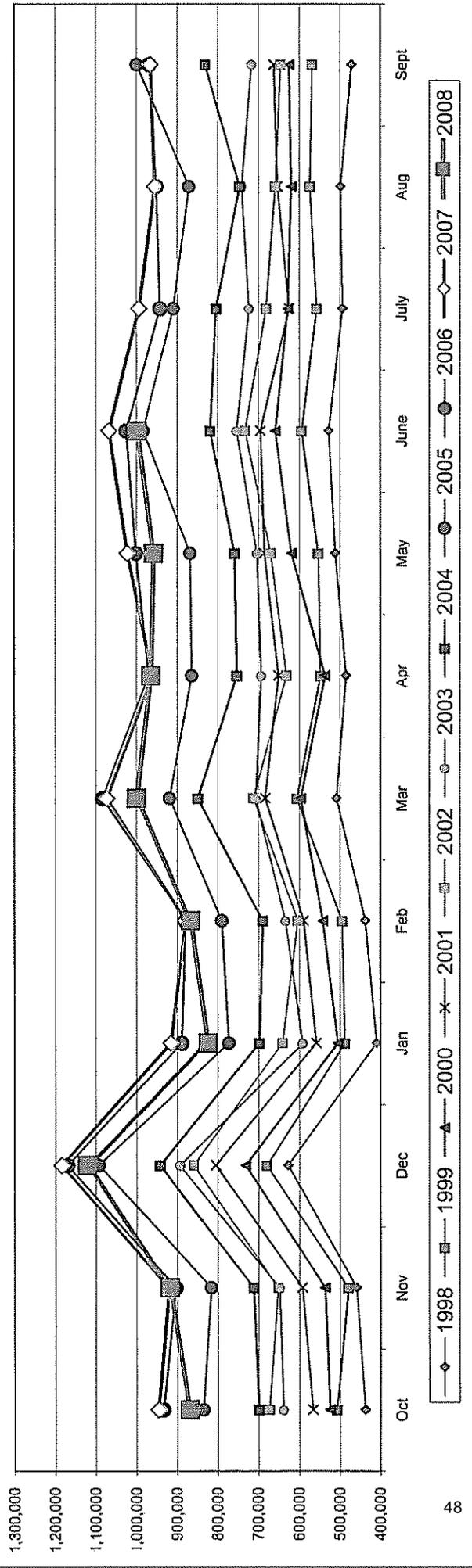
## FISCAL YEAR COMPARISONS

	2002-2003		2003-2004		2004-2005		2005-2006		2006-2007		2007-2008		Percent Change			
	\$ Change	%	\$ Change	%	\$ Change	%	\$ Change	%	\$ Change	%	\$ Change	%	2004-2005	2005-2006	2006-2007	2007-2008
October	(35,216.40)	-5.4%	61,347.94	9.9%	135,870.13	21.3%	99,933.95	7.3%	11,907.70	1.2%	(77,352.18)	-7.7%	19.47%	11.87%	1.28%	-8.19%
November	(3,774.88)	-0.5%	64,254.64	9.9%	103,877.29	16.0%	86,846.35	7.9%	17,325.57	2.0%	(2,946.98)	-0.3%	14.61%	10.66%	1.92%	-0.32%
December	34,122.02	4.8%	48,943.19	6.8%	149,921.91	20.7%	77,369.90	5.9%	14,140.71	1.6%	(62,579.30)	-5.4%	15.93%	7.09%	1.21%	-5.29%
January	(48,911.20)	-6.8%	106,356.03	14.1%	74,754.15	10.9%	115,630.28	15.7%	27,408.22	3.1%	(92,855.46)	-10.1%	10.72%	14.98%	3.09%	-10.15%
February	30,439.25	4.3%	55,767.23	8.1%	100,403.54	14.1%	89,298.58	12.5%	(148.06)	-0.0%	(12,349.77)	-1.6%	14.58%	11.32%	-0.02%	-1.41%
March	(5,570.57)	-0.8%	142,766.66	17.2%	69,675.31	10.0%	163,942.66	19.9%	(10,176.45)	-1.1%	(72,982.34)	-6.2%	8.21%	17.86%	-0.94%	-6.81%
April	62,295.27	8.5%	59,891.11	8.6%	111,105.26	15.5%	105,615.91	13.8%	(8,620.18)	-1.0%	3,551.31	0.4%	14.77%	12.24%	-0.89%	0.37%
May	33,824.87	4.8%	54,918.34	7.9%	109,835.95	15.7%	132,978.04	16.1%	21,073.66	2.4%	(64,330.94)	-5.4%	14.50%	15.33%	2.11%	-6.30%
June	20,983.31	2.9%	65,541.16	9.6%	164,654.26	25.0%	41,227.51	6.3%	42,342.85	1.0%	(69,159.77)	-9.1%	20.12%	4.19%	4.13%	-6.49%
July	42,188.32	5.9%	81,260.24	11.9%	105,524.99	13.0%	32,831.55	3.0%	51,808.98	5.7%	-	0.0%	13.14%	3.61%	5.50%	0.00%
August	82,965.72	11.6%	5,326.70	0.7%	124,497.78	16.0%	80,720.90	9.5%	3,882.56	0.4%	-	0.0%	16.70%	9.28%	0.41%	0.00%
September	70,813.95	9.8%	114,619.44	16.3%	168,215.28	24.3%	(30,859.92)	-2.8%	(2,508.81)	-0.2%	-	0.0%	20.26%	-3.09%	-0.26%	0.00%
<b>Annual \$ Change</b>	<b>284,159.66</b>	<b>3.5%</b>	<b>860,992.68</b>	<b>10.4%</b>	<b>1,418,335.85</b>	<b>17.1%</b>	<b>994,535.81</b>	<b>11.8%</b>	<b>168,436.75</b>	<b>1.8%</b>	<b>(451,005.43)</b>	<b>-5.1%</b>	<b>15.27%</b>	<b>9.29%</b>	<b>1.44%</b>	<b>-3.80%</b>
<b>Annual % Change</b>													<b>10.21%</b>	<b>3.49%</b>	<b>10.21%</b>	<b>15.27%</b>

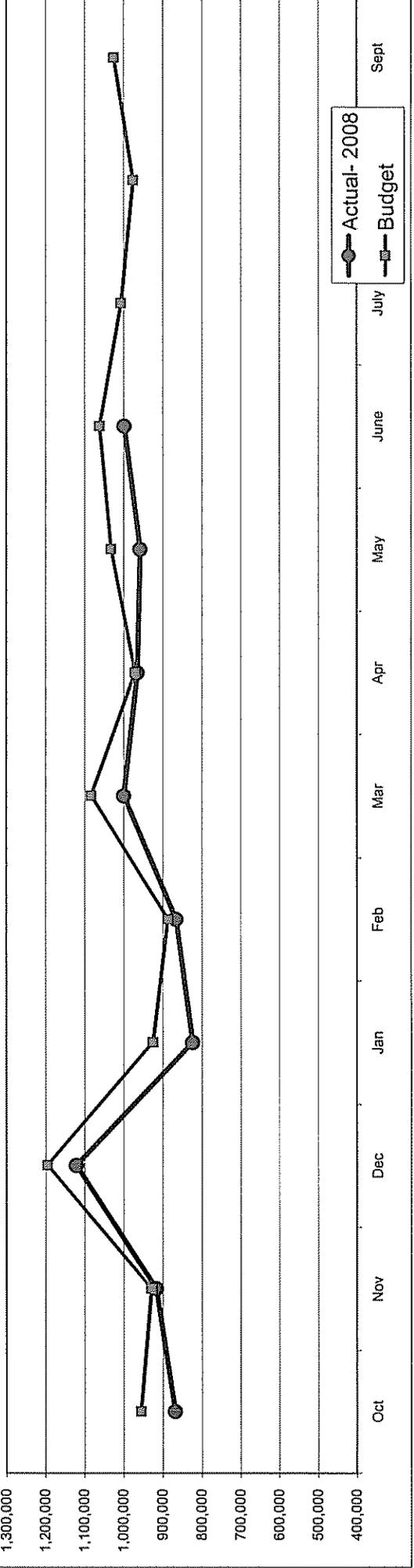
TOTAL collections: 6-30-08	8,507,482
Budgeted: 10-1-07 to 6-30-08	9,031,977
Actual Coll > < (Budget, 6-30-08)	(524,495)
% Over/Under Budget, 6-30-08	-5.81%

TOTAL collections: FY 07	11,871,233
TOTAL est. bdgt coll: FY 08	12,037,655
Budgeted Dollar Variance 07/08	166,422
Budgeted Percent Variance error	1.40%

### Sales & Use Tax Comparisons



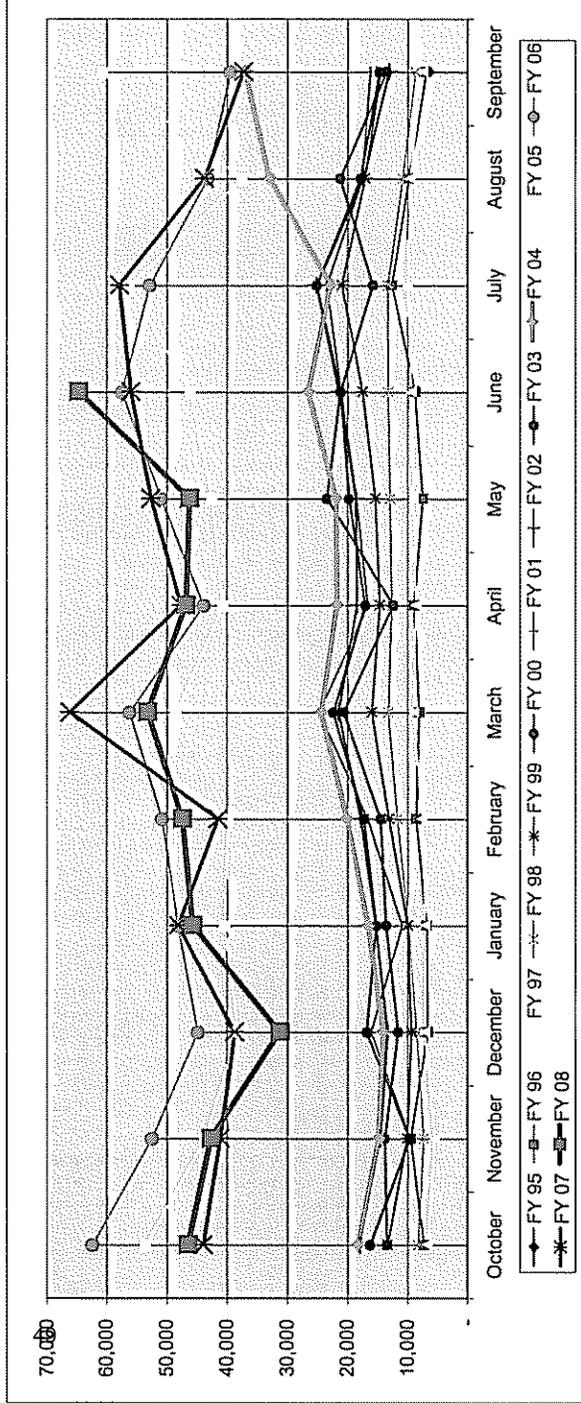
### Fiscal 2008: Sales & Use Tax Budget vs. Actual Comparison



### Monthly Lodging Tax Collections

	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00	FY 01	FY 02	FY 03	FY 04	FY 05	FY 06	FY 07	FY 08
October	7,228.60	6,701.69	8,042.55	13,241.96	13,344.97	16,021.98	17,757.16	16,103.81	18,110.90	53,490.95	62,191.49	43,874.01	46,360.47	
November	9,371.57	5,419.99	7,156.30	9,963.87	13,712.88	9,378.73	14,346.00	9,488.82	14,652.46	43,652.17	52,326.23	41,028.15	42,599.84	
December	6,580.10	7,076.44	8,327.51	9,303.23	11,505.34	15,885.37	13,257.40	16,693.64	13,940.92	38,197.96	44,694.55	38,605.47	31,081.14	
January	6,765.39	6,990.72	9,704.80	9,934.03	13,517.89	10,802.39	15,150.55	15,089.26	16,416.20	40,334.81	48,014.80	48,012.19	45,607.80	
February	8,466.36	7,536.69	11,579.98	13,024.87	14,425.61	16,482.91	17,680.30	17,174.37	19,952.91	39,797.68	50,684.11	41,381.78	47,340.33	
March	8,017.74	8,902.63	13,048.18	15,837.90	20,536.51	24,601.77	21,371.61	22,248.25	24,206.01	48,474.92	56,076.62	66,060.49	53,123.15	
April	8,802.85	8,533.40	12,559.65	14,513.45	12,327.50	16,532.24	18,354.06	16,974.57	21,626.29	40,666.33	43,813.91	47,594.84	46,736.02	
May	7,427.26	8,958.97	12,786.85	15,280.40	23,309.92	18,386.51	18,526.24	19,610.83	21,785.09	42,479.97	50,871.74	52,564.61	46,145.12	
June	8,672.68	9,359.82	13,101.68	17,379.01	21,073.57	20,948.57	21,322.07	21,031.35	26,336.81	46,037.59	57,338.25	55,924.22	64,626.19	
July	12,568.56	9,975.46	13,200.77	20,840.98	15,680.49	23,389.72	25,013.71	25,026.81	22,654.15	56,266.23	52,752.31	57,842.80		
August	9,721.13	9,549.66	10,730.24	17,009.26	21,117.00	17,432.39	17,223.03	17,749.12	32,788.35	37,501.21	43,139.77	43,701.41		
September	6,371.27	6,806.02	7,400.70	8,586.97	14,397.17	13,393.86	12,997.60	14,563.86	36,847.13	60,635.33	39,398.90	37,180.99		
Total	6,371.27	100,428.26	96,406.17	128,825.48	170,726.13	193,945.54	205,978.62	212,999.73	211,754.69	269,317.22	547,535.15	601,302.68	573,770.96	423,620.06

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



FY 2008 Budget	620,000
% Budget Collected,	7/312008
	68%

**GENERAL FUND**

Summary Statement of Revenues, Expenditures, and  
Changes in Fund Balance- Budgetary Basis

For the Month Ended June 30, 2008

with comparatives: 6-30-03; 6-30-04; 6-30-05; 6-30-06; and 6-30-07

	6/30/2003	6/30/2004	6/30/2005	6/30/2006	6/30/2007	6/30/2008	Amended Budget	Budgetary Variance Over/(Under)	% Budget
<b>Revenues</b>									
Sales, Use, & luxury Taxes	5,814,251	6,427,771	7,314,627	8,204,591	8,284,395	7,923,282	12,599,655	(4,676,373)	-37%
Payment in Lieu of Taxes	128,711	187,510	146,566	211,687	281,695	277,438	1,925,000	(1,647,562)	-86%
Ad Valorem Taxes	2,511,925	2,761,569	2,807,699	3,100,723	3,611,550	3,771,419	3,761,000	10,419	0%
Licenses & Permits	1,475,487	1,597,896	1,643,944	1,868,206	2,199,902	2,193,567	2,067,300	126,267	6%
Other Revenues	881,971	934,879	848,080	1,451,793	1,181,758	945,649	1,275,979	(330,330)	-26%
<b>Total Revenues</b>	<b>10,812,344</b>	<b>11,909,625</b>	<b>12,760,916</b>	<b>14,837,000</b>	<b>15,559,300</b>	<b>15,111,355</b>	<b>21,628,934</b>	<b>(6,517,579)</b>	<b>-30%</b>
<b>Expenditures</b>									
<b>General Government</b>									
Personnel	890,903	1,008,466	1,071,419	1,134,279	1,249,754	1,331,867	1,885,799	(553,932)	-29%
Operating	581,039	597,993	633,166	665,819	781,916	725,740	1,212,072	(486,332)	-40%
Capital	45,070	36,477	6,920	127,160	32,266	16,463	30,800	(14,337)	-47%
<b>Public Safety</b>									
Personnel	2,608,769	2,868,823	3,052,133	3,378,041	3,982,793	4,841,617	6,772,340	(1,930,723)	-29%
Operating	563,361	588,201	611,740	809,347	941,130	935,636	1,410,726	(475,090)	-34%
Capital	261,608	188,061	83,051	234,070	202,981	158,222	336,049	(177,827)	-53%
<b>Public Works</b>									
Personnel	3,433,739	3,645,085	3,746,924	4,421,458	5,126,903	5,935,476	8,519,115	(2,583,639)	-30%
Operating	1,222,266	1,333,948	1,422,043	1,458,663	1,663,679	1,504,180	2,384,855	(880,675)	-37%
Capital	657,025	730,720	801,861	955,015	918,817	939,319	1,717,399	(778,080)	-45%
<b>Parks &amp; Recreation</b>									
Personnel	84,369	170,094	112,715	516,079	148,025	11,675	381,366	(369,691)	-97%
Operating	1,963,660	2,234,761	2,336,619	2,929,756	2,730,522	2,455,175	4,483,620	(2,028,445)	-45%
Capital	549,880	628,880	684,142	697,300	741,769	875,963	1,292,669	(416,706)	-32%
Operating	359,293	411,560	475,239	451,020	430,599	460,221	705,549	(245,328)	-35%
Capital	25,091	25,191	46,767	10,500	256,357	200,000	295,500	(95,500)	-32%
<b>Total Departmental</b>									
Personnel	5,271,819	5,840,116	6,229,737	6,668,284	7,637,995	8,553,628	12,335,663	(3,782,035)	-31%
Operating	2,160,719	2,328,473	2,522,007	2,881,201	3,072,463	3,060,916	5,045,746	(1,984,830)	-39%
Capital	416,138	419,822	249,453	887,808	639,629	385,361	1,043,715	(657,354)	-63%
<b>Other Financing Sources &amp; Uses</b>									
Debt Proceeds	278,591	-	-	-	-	-	-	-	-
Transfers to Debt Service	(1,967,938)	(1,484,436)	(1,669,509)	(2,054,151)	(2,246,496)	(2,260,128)	(2,640,775)	(380,647)	14%
Other Transfers & Uses	(361,006)	(490,857)	(376,466)	(690,743)	(761,642)	(349,661)	(613,087)	(263,426)	43%
<b>Total Other Financing Sources/Uses</b>	<b>(2,050,353)</b>	<b>(1,975,295)</b>	<b>(2,045,975)</b>	<b>(2,744,894)</b>	<b>(3,008,138)</b>	<b>(2,609,789)</b>	<b>(3,253,862)</b>	<b>(644,073)</b>	<b>20%</b>
<b>Total Revenues Over Expenditures</b>	<b>913,315</b>	<b>1,345,919</b>	<b>1,713,745</b>	<b>1,654,813</b>	<b>1,201,075</b>	<b>500,660</b>	<b>(50,052)</b>	<b>550,712</b>	
Unreserved Fund Balance, 10-01	2,386,488	3,825,172	4,106,801	5,968,130	8,298,621	10,050,583			
Unreserved Fund Balance, 6-30	3,299,803	5,171,090	5,820,546	7,622,943	9,499,696	10,551,244			

## Vehicle Fuel

	6/30/2006	6/30/2007	6/30/2008	FY 2008 Budget	FY 2008 Budget Variance
120400 Executive	54	-	-	100	100
121200 Revenue	327	256	41	500	459
122200 Court	81	156	177	190	13
124200 Planning	136	192	246	350	104
126200 Bldg Maint	3,142	3,351	4,648	4,000	(648)
126500 Janitorial	779	1,285	1,191	1,750	559
142521 PD Admin	3,741	3,717	3,508	5,000	1,492
142524 PD Patrol	56,932	52,856	83,833	75,000	(8,833)
142525 PD Dectective	10,235	9,682	14,485	15,000	515
142527 PD Corrections	654	4,118	5,143	1,680	(3,463)
142528 Animal Control	846	874	1,652	1,300	(352)
144000 Fire	16,068	19,709	24,952	24,000	(952)
144500 Rescue	1,221	934	1,804	2,000	196
146200 Bldg Inspections	2,660	2,717	4,679	7,500	2,821
146500 Code Enforcement	1,209	1,250	1,798	1,400	(398)
160200 PW Admin	3,510	2,317	1,557	3,750	2,193
164000 Solid Waste-Trash	34,733	33,280	47,850	35,000	(12,850)
164800 Street	20,214	18,827	30,244	27,400	(2,844)
165000 Grounds	19,252	18,287	17,389	23,500	6,111
165200 Mowing	11,739	12,242	19,950	16,000	(3,950)
167000 Mechanical Shop	2,691	1,725	3,265	3,250	(15)
181500 Recreation Parks	5,135	6,103	13,194	7,600	(5,594)
182000 Recreation	2,996	2,671	3,607	3,800	193
764542 Garbage	31,756	31,210	54,256	45,000	(9,256)
764544 Recycling	12,234	10,384	16,324	18,000	1,676
786000 Civic Center	1,210	1,861	2,867	1,500	(1,367)
786079 CC Events	350	134	242	600.00	358
<b>TOTAL</b>	<b>243,906</b>	<b>240,139</b>	<b>358,900</b>	<b>325,170</b>	<b>(33,730)</b>

Overtime

	Project/Org	7/31/2006	7/31/2007	7/31/2008	FY 08 Budget	FY 08 Budget Variance
<b>Special Events</b>						
	20	-	5,381	6,245	7,050	805
	21	16,042	15,541	19,107	20,650	1,543
	26	1,070	77	530	1,200	670
	27	-	-	-	9,450	9,450
	33	-	-	-	1,600	1,600
	38	4,163	11,536	10,869	12,000	1,131
	476	-	-	1,579	-	(1,579)
		21,276	32,535	38,330	51,950	13,620
<b>Departmental</b>						
	120200	1,814	2,582	1,895	3,000	1,105
	120400	526	531	1,289	1,000	(289)
	120700	675	474	249	1,500	1,251
	121000	680	784	1,792	1,500	(292)
	121200	42	269	58	500	442
	122200	3,883	4,270	4,995	8,100	3,105
	124200	1,323	3,916	1,829	4,500	2,671
	126200	1,599	1,801	2,051	2,700	649
	126500	516	-	154	1,000	846
	142521	287	326	139	750	611
	142524	14,531	32,462	52,519	40,000	(12,519)
	142525	10,688	16,937	16,248	21,000	4,752
	142526	10,986	19,720	12,772	25,312	12,540
	142527	11,756	23,167	14,211	27,338	13,127
	142528	273	732	2,092	1,000	(1,092)
	144400	60,492	153,728	132,408	130,000	(2,408)
	146200	2,869	3,460	5,298	6,000	702
	160200	931	522	1,757	2,500	743
	164000	16,228	15,329	12,012	19,237	7,225
	164800	3,490	5,734	2,569	7,569	5,000
	165000	6,566	16,380	13,803	18,225	4,422
	165200	15,058	13,040	34,354	17,213	(17,141)
	167000	12,650	12,907	20,414	16,706	(3,708)
	181500	4,662	9,005	7,667	12,150	4,483
	182000	4,802	4,494	4,854	8,606	3,752
	183000	-	-	156	1,500	1,344
	764542	8,389	8,539	8,815	11,644	2,829
	764544	6,739	9,437	5,361	15,188	9,827
	786000	2,951	3,812	9,951	6,000	(3,951)
	786500	1,811	2,285	5,054	3,800	(1,254)
		207,219	366,643	376,766	415,538	38,772
<b>TOTAL</b>		<b>228,494</b>	<b>399,178</b>	<b>415,096</b>	<b>467,488</b>	<b>52,392</b>



## Buildings and Property Committee Minutes

August 1, 2008  
10:00 a.m.  
City of Daphne  
Council Chambers

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

Sandra Morse, Director Daphne Civic Center

### Agenda

The meeting opened at 10:10 a.m. with Mr. Frank Barnett of the Public Works Department discussing quotes for restriping and sealing of the parking lot at the Daphne Civic Center Complex, repairing the roof at the Daphne Civic Center and painting the columns at the Complex.

**Motion** by Councilman Palumbo for Mayor Small to negotiate the contract for restriping the Civic Center Complex parking lot with the lowest quote which was Seal-N-Stripe \$14,480.00. **Seconded** by Councilman Lake. **Motion Approved.**

**Motion** by Councilman Lake to recommend to the Council to accept the quote of \$1,540.00 from Thomas Roofing Co. Inc. to repair the roof at the Civic center over the men's rest room and to recommend to Council to open the bid process for the entire Civic Center roof job. **Seconded** by Councilman Palumbo. **Motion Approved.**

**Motion** by Councilman Palumbo to recommend to the Council to accept the lowest bid to repaint the columns, metal ceilings, metal brackets, ceiling beams, metal doors, gutters, and hand rails on the north side of the Daphne Civic Center. The Bid is \$18,966.00. **Seconded** by Mayor Small. **Motion Approved.**

The Committee also requested that Mr. Barnett research the costs of increasing the lighting in the Civic Center Complex parking lot.

The Committee and Attorney Jay Ross discussed the lease agreement with the Bay Rivers Art Guild and the City of Daphne. Various points were clarified and Mr. Ross will prepare the lease and present it at the next Buildings and Property Committee meeting.

Mr. William Caswell Architect presented a proposal for evaluation of the Richard Scardamelia Pavilion at Bayfront Park. The evaluation is being prepared to present findings back to the Committee for recommendations to the full council as to the

feasibility of upgrading the pavilion. The Proposal is in the amount of \$8,500.00. **Motion** by Mayor Small to send the request to Finance Committee. **Seconded** by Councilman Palumbo. **Motion Approved.**

The Committee and Jay Ross discussed the deed and lease agreement for the Old Methodist Church Museum. Mr. Ross will amend the existing lease and include the deed for the additional parcel of land. All other information will remain the same. Mr. Ross will present the completed document to the Buildings and Property Committee.

The Committee discussed the need to ensure that all citizens have proper access to usage of the Daphne Civic Center. The Committee discussed placing limits on renters using the Civic Center on a continuous basis.

Meeting adjourned at 11:20 a.m.

# Seal -N- Stripe

P. O. Box 2001  
Foley, AL 36536

## Estimate

Date	Estimate #
6/24/2008	1232

<b>Name / Address</b>
City of Daphne Civic Center

<b>Project</b>
----------------

Description	Qty	Rate	Total
Sealcoat parkinglot(2 coats) Restripe all asphalt markings		14,480.00	14,480.00
If you have any questions please call Jesse Gonzalez @ office/970-2620 or cell/747-0591. Thank You!			<b>Total</b>
			\$14,480.00



*Don Frosier*

**Fax Bid**

**Date:** July 18, 2008  
**To:** Frank w/ City of Daphne  
**Job:** Daphne Civic Center  
**From:** Lisa Irby

**Scope of Work:**

We will cut back failing flashing along the wall and install a modified bitumen flashing as a temporary repair.

Our price to do this work is \$1,540.00.

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

---

July 11, 2008

City of Daphne  
Attn: Mr. Frank Barnett  
Public Works Department  
Daphne, AL 36526

**RE: Daphne Civic Center – Exterior North Section**

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

***Scope of Work:***

1. Wash, prep, prime as necessary, and paint (2) finish coats on the metal ceilings, columns, columns support, metal brackets, ceiling beams, metal doors, gutters, and hand rails on the north side of the Daphne Civic Center.

**Total Base Bid - \$18,966.00**

***Notes:***

1. Work to take 13 working days.
2. Data sheets on recommended products included.
3. Guaranteed 12 months after completion.

Respectfully,



Dago Caprara  
Project Manager  
251-680-6309

---

Acceptance of Proposal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WILLIAM CASWELL  
ARCHITECT**

365 GRAND AVE. SUITE D  
FAIRHOPE, AL 36532  
PHN 251-928-4218  
FAX 251-928-4416

July 15, 2008

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

**Reference: Evaluation of City of Daphne Bayfront Park Richard Scardamalia Pavilion**

As requested I am presenting this proposal for evaluation of the above project. Following are my understanding of the scope of work and fee proposal.

**Scope of Work**

Field measure the existing building and produce an existing floor plan document that can be used for future space planning and evaluation.

Review life safety issues and provide a code analysis. This would include a review of means of egress, fire protection systems and fire ratings.

Review hurricane resistant construction, ADA accessibility, and mechanical, electrical and plumbing conditions.

Provide structural condition assessment following the guidelines of ASCE Standard 11-90, in the preliminary assessment phase.

The assessment of architectural, structural, mechanical, electrical and plumbing items shall be made based on review of any existing documents, field observation of the existing building, and will not include destructive or non-destructive testing, unless recommended and authorized by the city. Any such testing shall be conducted as a reimbursable expense.

The report shall include comments and recommendations regarding architectural, structural, mechanical, electrical and plumbing aspects of proposed changes to the building.

Project renovation goals will be reviewed and recommendations provided with preliminary cost estimates for the following items:

Accessibility – stairs, ramp, elevator.

Function – New offices, separate small meeting room with restrooms, full kitchen, additional storage areas, porches. Development of usable open space under the building.

Initial space planning designs will be based on working within the existing building footprint. Options for additional square footage to be added to the building will be reviewed and presented as an estimated square footage cost estimate.

Aesthetics – vaulting of interior spaces, new interior and exterior finishes and lighting. Development of east elevation and entry.

**Fee**

William Caswell Architect proposes to provide services for a lump sum fee of \$8,500.00 with reproduction and authorized expenses billed and indicated below.

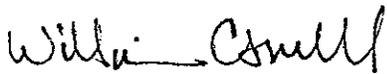
Monthly invoices represent the work that has been completed by this office.

**Expenses**

Printing  
Reproductions

Once again, thank you for the opportunity to submit this proposal. Please do not hesitate to call with any questions about this proposal.

Sincerely;



William Caswell  
Architect  
Alabama Reg. No. 4942



Approved by :

Title:

Date:



**City of Daphne**

**Periodic Report of Permits Issued by Improvement**

07/31/2008

	Code	Permit Count	# Of Units	Valuation	Permit Fee
<b>BUILDING PERMIT</b>					
<b>Residential</b>					
DECK	R3 BL	1		\$6,400.00	\$50.00
REINSPECTION FEE	R3 BL	4			\$200.00
SITE	R3 BL	3			\$150.00
NEW	R3 BL	3		\$389,490.00	\$2,000.00
	R4 - HIGH DENSITY R BL	2		\$204,030.00	\$1,055.00
RE-ROOF	R3 BL	4		\$14,830.00	\$135.00
	R2 BL	1		\$3,100.00	\$35.00
POOL	R1 BL	1		\$42,400.00	\$230.00
	R2 BL	1		\$20,000.00	\$115.00
GARAGE	R3 BL	1		\$18,000.00	\$105.00
STORAGE BUILDING	R3 BL	1		\$3,200.00	\$35.00
MISCELLANEOUS	R3 BL	2		\$2,265.00	\$45.00
DEMOLITION	R1 BL	1			\$50.00
<b>Non-Residential</b>					
NEW	B2 BL	1		\$5,680,000.00	\$34,080.00
REMODEL	B2 BL	1		\$2,000.00	\$20.00
<b>Total - BUILDING PERMIT</b>		<b>27</b>		<b>\$6,385,715.00</b>	<b>\$38,305.00</b>
<b>ELECTRICAL PERMIT</b>					
<b>Residential</b>					
POOL	R3 EL	1		\$650.00	\$20.00
<b>Total - ELECTRICAL PERMIT</b>		<b>1</b>		<b>\$650.00</b>	<b>\$20.00</b>
<b>LAND DISTURBANCE</b>					
<b>Non-Residential</b>					
SITE	B2 LD	1			
	C-I LD	1			
<b>Total - LAND DISTURBANCE</b>		<b>2</b>			
<b>Grand Total</b>		<b>30</b>	<b>0.00</b>	<b>\$6,386,365.00</b>	<b>\$38,325.00</b>

# Revenue Summary Report By Type and Code

2008-07-31

Transaction Date Between: 07/01/2008 And 07/31/2008

Type	Code	Code Description	Gross Revenue	Remitted Disc.	Net Revenue
Permit	BL	BUILDING PERMIT	\$39,460.00	\$0.00	\$39,460.00
	EL	ELECTRICAL PERMIT	\$11,008.85	\$0.00	\$11,008.85
	ME	MECHANICAL PERMIT	\$3,736.28	\$0.00	\$3,736.28
	PL	PLUMBING PERMIT	\$4,036.27	\$0.00	\$4,036.27
<b>Total For Permit(s)</b>			<b>\$58,241.40</b>	<b>\$0.00</b>	<b>\$58,241.40</b>
<b>Grand Total</b>			<b>\$58,241.40</b>	<b>\$0.00</b>	<b>\$58,241.40</b>

# CERTIFICATE OF OCCUPANCY

JULY 2008

DATE

<u>OWNER</u>	<u>ADDRESS</u>	<u>SUBDIVISION</u>	<u>PERMIT</u>	<u>CLOSED</u>
METROPOL ONE	116 MONTCLAIR LOOP	LAKE FOREST	08-326	7/29/2008
BUZZY DUCOTE	609 MAXWELL AVE		07-1025	7/1/2008
COLONY HOMES	9807 BELLATON AVE	BELLATON	08-345	7/3/2008
WAFFLE HOUSE	29100 HWY 98	COMMERCIAL	08-201	7/7/2008
GLOVER BUILDERS	307 RIDGEWOOD DR	LAKE FOREST	07-1362	7/8/2008
VICKIE CARLSON	8986 LONGUE VUE BLVD	FRENCH SETTLEMENT	06-1193	7/11/2008
COMFORT SUITES	8931 SAWWOOD BLVD	COMMERCIAL	07-1084	7/9/2008
JUBILEE PROPERTIES	26280 PUBLIC WORKS RD	COMMERCIAL	07-1147	7/1/2008
JUBILEE PROPERTIES	26280 PUBLIC WORKS RD STE A	COMMERCIAL	07-1147	7/14/2008
STEVE SNIDER	220 BAYVIEW DR	LAKE FOREST	05-1596	7/16/2008
BENCHMARK HOMES	7335 FRANKLIN SQ DRIVE	FRANKLIN SQUARE	08-149	7/16/2008
METROPOL ONE	127 LAKESHORE DR	LAKE FOREST	08-0048	7/18/2008
TRENT HALL PROPERTIES	29824 FREDERICK BLVD	COMMERCIAL	08-109	7/21/2008

# CERTIFICATE OF OCCUPANCY

JULY 2008

DATE

<u>OWNER</u>	<u>ADDRESS</u>	<u>SUBDIVISION</u>	<u>PERMIT</u>	<u>CLOSED</u>
BAY BREEZE APTS	29150 LAKE FOREST BLVD	COMMERCIAL	07-796	
BAY BREEZE APTS	29150 LAKE FOREST BLVD	COMMERCIAL	07-796	7/22/2008
BENCHMARK HOMES	7706 AVERY LANE	MADISON PLACE	08-150	7/22/2008
MCDONOUGH HOMES	24609 CHANTILLY LANE	BELLATON	08-121	7/25/2008
SNOW CONSTRUCTION	30910 PINE CT	TIMBERCREEK	08-292	7/25/2008
JERRY HEWETT	103 PINEVIEW CIRCLE	LAKE FOREST	07-1148	7/30/2008
DAPHNE UTILITIES	28340 COUNTY RD 13	COMMERCIAL	07-1166	7/30/2008

# PLANNING/ZONING/BUILDING DEVELOPMENT OUTLINE FOR JULY 2008

SUBDIVISIONS CORPORATE LIMITS	NUMBER OF LOTS	NO. RESIDENTIAL AND COMMERCIAL PERMITS ISSUED
ASHLEY PLACE, PHASE ONE	20	
AUSTIN PLACE, PHASE ONE	14	
AUSTIN PLACE, PHASE TWO	9	
BELLATON, PHASE ONE	59	
BELLATON, PHASE TWO	56	
BLACKSHER PLACE, PHASE ONE	8	
BRISTOL CREEK, PHASE ONE	40	
BROOKHAVEN, PHASE ONE	52	2
BROOKSIDE, PHASE ONE		
CANTERBURY PLACE, PHASE ONE	36	
CANTERBURY PLACE, PHASE TWO	34	
CANTERBURY PLACE, PHASE THREE	40	
CANTERBURY PLACE, PHASE FOUR	13	
CHARLESTON OAKS, PHASE ONE	24	
CHATEAUGUAY SQUARE, PHASE ONE	12	
CREEKSIDE, PHASE ONE	37	
CREEKSIDE, PHASE TWO	50	
CREEKSIDE, PHASE THREE	5	
DAPHNE COMMERCIAL PARK, PHASE ONE	25	
DELACHASE SQUARE, PHASE ONE	6	
DEERWOOD SQUARE	26	
EAGLE CREEK, PHASE ONE	32	
EAGLE CREEK, PHASE TWO	42	
FRANKLIN SQUARE, PHASE ONE	17	
FRENCH SETTLEMENT, PHASE ONE	31	
HARBOR PLACE, PHASE ONE	25	
HIDDEN CREEK, PHASE ONE	9	
HISTORIC MALBIS, PHASE ONE	122	
HISTORIC MALBIS, PHASE TWO, PART A	101	
HISTORIC MALBIS, PHASE TWO, PART B	69	
HISTORIC MALBIS, PHASE THREE, PART A	8	2
HWY 64 COMMERCIAL PARK, PHASE ONE	15	
JACKSON SQUARE, PHASE ONE	29	
KAYLAR PLACE		
KRYSTAL RIDGE, PHASE ONE	10	

## PLANNING/ZONING/BUILDING DEVELOPMENT OUTLINE FOR JULY 2008

LACASA DI SAN FRANCESCO, PHASE ONE	24	
LACASA DI SAN FRANCESCO, PHASE TWO	13	
LAKE FOREST		1
LAUREL PLACE, PHASE ONE	15	
MADISON PLACE, PHASE ONE	67	
MADISON PLACE, PHASE TWO		
OAK CREEK, PHASE ONE	34	
OAKSTONE, PHASE ONE	12	
OLD FIELD, PHASE ONE		
OTTAWA SPRINGS, PHASE ONE	64	
PECAN TRACE, PHASE ONE	29	
POLO TRACE, PHASE ONE	18	
POTTERS MILL, PHASE THREE	24	
SAINT CHARLES PLACE, PHASE ONE	22	
SAINT CHARLES VILLAGE		
SEHOY, PHASE ONE	75	
SEHOY, PHASE TWO	32	
SEHOY, PHASE THREE	57	
SEHOY, PHASE FOUR	53	
SEHOY, PHASE FIVE	29	
STRATFORD GLEN, PHASE ONE	34	
STRATFORD GLEN, PHASE ONE B	17	
STRATFORD GLEN, PHASE TWO	29	
STRATFORD GLEN, PHASE THREE	47	
SUNSET BAY VILLAS		
TIAWASEE TRACE, PHASE ONE	51	
TIMBERCREEK, PHASE ONE	191	
TIMBERCREEK, PHASE TWO	81	
TIMBERCREEK, PHASE THREE	54	
TIMBERCREEK, PHASE FOUR	55	
TIMBERCREEK, PHASE FIVE	26	
TIMBERCREEK, PHASE SIX	85	
TIMBERCREEK, PHASE SEVEN	72	
TIMBERCREEK, PHASE EIGHT	52	
TIMBERCREEK, PHASE NINE	93	
TIMBERCREEK, PHASE TEN	31	

## PLANNING/ZONING/BUILDING DEVELOPMENT OUTLINE FOR JULY 2008

TRACE CROSSING, PHASE ONE	14	
VAN AVENUE, PHASE ONE	8	
VICTORIA SQUARE, PHASE ONE		
WOOD FOREST, PHASE ONE	26	
YANCEY BRANCH, PHASE ONE	28	

## Public Safety Committee

*Wednesday, August 6, 2008*

Councilman Greg Burnam, Chairman  
Councilman Gus Palumbo  
Councilman Eric Nager  
Fire Chief James White  
PW Sup. Melvin McCarley

Police Chief David Carpenter  
Captain Scott Taylor  
Captain Daniel Bell  
Tracy Bishop - Secretary

### **Committee Members Attending:**

Councilman Greg Burnam, Councilman Gus Palumbo, Councilman Nager, Chief Carpenter, Capt. Daniel Bell,

### **CALL TO ORDER**

Councilman Palumbo **convened** the meeting at 4:30 p.m.

### **PUBLIC PARTICIPATION –**

No one present. The stats were reviewed from the traffic study on Randall Avenue. It was determined that calming devices will not be effective. The police will increase patrols to monitor the speeds and ticket speeders.

Joell Palmer was not present, but if Seho S/D wants to reduce the speed limit in that subdivision, the residents need to check with their property owners association first.

Traffic study in Stratford Glen was not complete due to complications with the traffic study machine. Melvin is to redo the traffic study in that subdivision.

### **APPROVAL OF MINUTES FROM PREVIOUS MEETING**

#### **Minutes from July 2008 Meeting**

*Motion by Mr. Palumbo* to adopt the minutes. *Seconded by Mr. Burnam.* The minutes were adopted.  
**Motion carried.**

### **FIRE DEPARTMENT**

- A. **New Business**
  - 1. **Statistics for June 2008**  
Chief White was not present.
- B. **Old Business**

### **POLICE DEPARTMENT**

- A. **New Business**
  - 1. **Statistics for June 2008** were reviewed. Captain Bell advised that the two robberies that were on our June report were closed out by arrest. He also explained to the PSC members what a Commercial Inspection was and that we

have one officer designated to check commercial vehicles to make sure they are in compliance. We hope to train another officer when a school becomes available.

Councilman Burnam brought up the “drop program”, and Chief Carpenter advised him that the city was not involved in the “drop program”. After some discussion, Councilman Burnam asked Councilman Nager to put it on the Finance Committee meeting for next month and ask Sharon Cureton why we are not a member.

**B. Old Business**

**OTHER BUSINESS**

**ADJOURN**

There being no further business to discuss, Mr. Burnam adjourned the meeting at 5:00 p.m., after a motion by Councilman Nager. The next meeting will be Wednesday, September 3rd, 2008 at 4:30 p.m. at City Hall Council Chambers.

Respectfully submitted,

Daphne Public Safety Committee

**CITY OF DAPHNE  
FIRE DEPARTMENT MONTHLY REPORT**

Report Period:        June 2008

	Current:	FY to Date:
<b>Suppression:</b>		
<b>1-Fire/Explosion:</b>		
10-Fire, Other	3	4
11-Structure Fire/Commercial	0	2
11-Structure Fire/Residential	3	14
12-Fire in Mobile Property used as fixed structure	0	0
13-Mobile Property (vehicle) Fire	1	15
14-Natural Vegetation Fire	4	16
15-Outside Rubbish Fire	1	5
16-Special Outside Fire	0	1
17-Cultivated Vegetable Crop Fire	0	0
<b>2-Overpressure Rupture:</b>	0	0
<b>3-Rescue Call and Emergency Medical Service Incidents:</b>	141	1,147
<b>4-Hazardous Conditions (No fire):</b>	6	57
<b>5-Service Call:</b>	12	94
<b>6-Good Intent Call:</b>	14	117
<b>7-False Alarm &amp; False Call:</b>	9	120
<b>8-Severe Weather &amp; Natural Disaster:</b>	0	1
<b>9-Other Situation:</b>	1	2
<b>Total Emergency Calls:</b>	171	1,372
<b>Monthly Total Calls:</b>	195	1,595
<b>Response Time:</b>		
<b>Highest:</b>	10	13
<b>Lowest:</b>	<1	<1
<b>Average (Minutes/Seconds) :</b>	1/10	4/11
<b>Miscellaneous Reports:</b>		
<b>Training Hours</b>	245	1,311.67
<b>Property Loss - \$</b>	\$77,300.00	\$1,533,255
<b>Fire Personnel Injuries by Fire/Civilian Injuries by Fire</b>	0/0	1/0
<b>Advance Life Support Rescues</b>	85	594
<b>Number of Patients Treated</b>	138	1,157
<b>Total Mutual Aid Given</b>	2	24
<b>Total Mutual Aid Received</b>	1	9
<b>Child Passenger Safety Seat Inspections/Installations</b>	4	91
<b>Fire Prevention Awareness/Education:</b>		
<b>Classes</b>	9	76
<b>Persons Attending</b>	931	3615
<b>Bureau of Fire Prevention:</b>		
<b>Plan Reviews</b>	4	45
<b>Final/Certificate of Occupancy</b>	4	8
<b>General/Annual Inspections</b>	96	930
<b>General/Re-Inspections (Violation Follow-up - Annual)</b>	4	134
<b>Business Licenses</b>	7	66
<b>Consultations-</b>	0	43
<b>All Other/Misc. Activities</b>	1	10
<b>Total Activities:</b>	116	1236

Authorized by:

*James White*

Chief James White

Daphne Police Department		Monthly Report					JUNE 2008			
Patrol Division		Detective Division:		JAIL:		Animal Control		Crimes Reported This Month:		
(Capt. Bell/Lt. Hempfleng)		(Capt. Bell/Lt. Beedy)		(Capt. Taylor/Lt. Yelding)		(Capt. Taylor/ Lt. Yelding)				
					YTD					
# Complaints	1,186	# New Cases Received:	62	Total Arrestees Received & Processed:	142	1,356		Arson	0	
# Misd. Arrests	52	# Previous Unsolved Cases:	117	Arrestees by Agency:			#Complaints	56	Burglary – Commercial	4
# Felony Arrests	3	# Cases Solved:	32	Daphne PD	109	1,077	#Follow-ups	95	Burglary – Residence	9
DUI Arrests	13	Resulting in Total Arrests:	12	BCSO	13	85	#Citations	4	Burglary - Vehicle	6
Alias Warrant Arrests	23	Felonies:	8	Spanish Fort PD	19	164	#Warnings	3	Criminal Mischief	8
Citations	410	Misdemeanors:	4	Silverhill PD	0	0	#Felines Captured	52	Disorderly Conduct	0
Close Patrols	591	Houses Searched	0	Troopers	0	24	#Canines Captured	39	Domestic Disturbance	16
Warnings	217			Other Agencies	1	6	#Other Captured	11	False Info to Police	2
Motorist Assists	258						#Returned to Owner	6	Felony Assault	0
Roadway Accidents	49	<b>Warrants:</b>					#Adopted Out	26	Felony Theft	18
Private Property Accidents	16	Bettner Served	56				#Euthanized	45	Harassment	4
Traffic Homicide	0	Agency Assists	28	Highest	34				Identity Theft	5
		Recalls (Pd Fines)	30	Lowest	22				Indecent Exposure	0
<b>DRUG REPORT</b>		Total Warrants Served	124						Kidnapping	0
<b>ROUTINE PATROL/SPECIAL OPS</b>				Meals Served	2,305	21,815			Menacing	0
		<b>Sex Offender:</b>		Medical Cost	5,517.00	\$40,556.37			Misdemeanor Assault	2
# Misd. Marijuana Arrest	4	New Registration:	0	Worker Inmate Hours	708	5,591			Misdemeanor Theft	17
# Felony Marijuana Arrest	0	Contact Verification	0						Murder	0
# Controlled Substance Arrest:	0	Total # registered in Daphne	2						Other Death Investigations	2
# Drug Paraphernalia Arrest	0	<b>DARE:</b>							Public Intoxication	0
Vehicles Searched	58	# Hours Report Writing:							Public Lewdness	0
		# Students Instructed SRO							Receiving Stolen Property	2
Drugs Seized:	3	# Students Instructed DARE							Reckless Endangerment	1
Type: marijuana	0	# Police Reports by SRO							Resisting Arrest	0
Money Seized	0	# Arrest by SRO							Robbery	2
Vehicles Seized	0								Sex Crime Investigations	0
Commercial Vehicle Inspections	10	<b>CODE ENFORCEMENT:</b>							Suicide	0
		Warnings:	10						Suicide, attempted	2
		Citations	0						Theft of Services	0
		Warning Compliance							Unauthorized Use of Services	1
			12							
		Follow – Up	4						Weapon Offenses	2
									White Collar Crimes	3
<i>Approved by:</i>		<i>David Carpenter, Chief of Police</i>								

**CITY ATTORNEY'S REPORT**

**NOTES:**

**DEPARTMENT HEAD'S COMMENTS**

**Daphne Public Library Board  
July 3, 2008  
Meeting Minutes**

**In Attendance:**

Library Director Tonja Young; Library Board Members Gayle Robinson, Dee Gambill, Cassandra Day and Jan Blankenhorn; Board Chairman Ron Allen; Council Liaison Gus Palumbo; visitor Boy Scout Chris Jennings.

**1) Call to Order:**

After a quorum was established, Library Board Chairman Ron Allen called the meeting to order at 4:00 pm.

**2) Reading and Approval of the Minutes:**

The minutes of the June 5, 2008 meeting were reviewed and approved. Motion made by Dee, second by Gayle. Motion passed.

**3) Update on Presentation of Building Committee to City Council:**

The committee of Jan and Dee prepared a power point booklet and a drawing to use at the Buildings and Property Committee meeting on Friday, May 9. The same presentation was made before the City Council. Ron stated that the presentation had been well received and it looked like the project would be approved.

The board discussed the building project and agreed that a meeting should be held to move forward once the Council has approved the expenditure, and that all our ideas for changes should be presented together to prevent extra expense.

**4) Discussion of Foundation Board and Library Board**

Ron discussed forming the Foundation Board.

**5) Public Participation**

Visitor Chris Jennings had questions about how scouts could help with the library addition as part of his Citizenship in the Community badge project.

**5) Other Business**

Ron discussed the need for enlarging the Library Board, and stated that the board might not meet in August. Cassandra announced that she would not be reappointed and that the Board should be thinking of a replacement member since her term expires at the end of September.

**6) Adjourned**

The meeting was adjourned by Ron at 5:05 pm.

Respectfully submitted by T. Young, July 16, 2008

**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 JULY 24, 2008  
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 number of members present constitutes a quorum and the regular meeting of the City of Daphne Planning Commission was called to order at 6:02 p.m.

**CALL OF ROLL:**

**Members Present:**

Fred Small, Mayor  
Don Terry  
Frank Smith  
Larry Chason, Vice Chairman  
Chief "Bo" White  
Cathy Barnette, Councilwoman  
Ed Kirby

**Members Absent:**

Jeff Carrico, Chairman  
Victoria Phelps, Secretary

**Staff Present:**

William H. Eady, Sr., Director of Community Development  
Jan Dickson, Planning Coordinator  
Nancy Anderson, GIS Technician  
\*Erick Bussey, Associate Attorney

\* Mr. Bussey arrived at 6:15 p.m.

**Staff Absent:**

Adrienne Jones, Planner  
Lonnie Jones, Code Enforcement Officer  
Jay Ross, Attorney  
Misty Gray, Attorney

The first order of business is the call to order. Please let the record reflect that Mr. Carrico and Ms. Phelps are not present.

The next order of business is approval of the minutes.

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

---

**APPROVAL OF MINUTES:**

The minutes of June 26, 2008 regular meeting were considered for approval. A copy of the minutes was furnished to us previously. Do any of the Commissioners have any questions or comments?

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

A **Motion** was made by Mayor Small and **Seconded** by Mr. Kirby **to approve the minutes of the regular meeting. The Motion carried unanimously.**

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

**OLD BUSINESS:**

**FINAL PLAT REVIEW:**

**File SDPF08-04:**

**Subdivision:** Yancey Branch Woods, Unit II

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

**Area:** 4.86 Acres +, (13) lots

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

**Engineer:** Hutchinson, Moore & Rauch - Ray Moore

The next order of business is preliminary/final plat review for Ephraim Subdivision.

**PRELIMINARY/FINAL PLAT REVIEW:**

**File SDPF08-08:**

**Subdivision:** Ephraim

**Location:** On the North side of Wilson Avenue

**Area:** 6.6 Acres +, (3) lots

**Owner:** Johnny Ephraim, Charles Harris, and Christina White

**Engineer:** Borden Engineering - Richard Borden

An introductory presentation was given by Mr. Richard Borden,

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

representing Borden Engineering. I am ready to proceed with the presentation of the subdivision for Mr. Ephraim.

Vice Chairman: We have received a revised copy of your plat. Can you tell us what revisions have been made?

Mr. Borden: I have added the thirty-foot easement which was requested by the Planning Commission at the site preview meeting for lots two and three.

Vice Chairman: Do any of the Commissioners 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 Mayor Small and **Seconded** by Mr. Kirby **to approve the preliminary/final plat for Ephraim Subdivision. The Motion carried unanimously.**

The first order of business under new business is an administrative presentation of a revision to the City of Daphne zoning map.

**NEW BUSINESS:**

**ADMINISTRATIVE PRESENTATION:**

An introductory presentation was given by Ms. Nancy Anderson, GIS Technician, of a revision to the City of Daphne zoning map. This is a revision to the zoning map with the usual and customary list of changes made in the City for the last six months of annexations, zoning amendments and other projects which have been approved by you. I will be happy to answer any questions you may have.

Vice Chairman: Do any of the Commissioners have any questions or comments? If there is no objection, the Chair will entertain a motion for a recommendation to the City Council to accept the zoning map.

**A Motion** was made by Mayor Small and **Seconded** by Mr. Kirby **for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the adoption of the City of Daphne zoning map. The Motion carried unanimously.**

The next order of business is an administrative presentation of a revision to the City of Daphne street map.

An introductory presentation was given by Ms. Nancy Anderson, GIS Technician, of a revision to the City of Daphne street map. This is a

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

---

revision to the street map with the updates to city streets for the last six months. I will be happy to answer any questions you may have.

Vice Chairman: Do any of the Commissioners have any questions or comments? If there is no objection, the Chair will entertain a motion for a recommendation to the City Council to accept the street map.

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 adoption of the City of Daphne street map. The Motion carried unanimously.*

The next order of business is an administrative presentation is to set a work session meeting date for the City of Daphne Land Use and Development Ordinance revisions.

Vice Chairman: After Planning Commission discussion on various dates, the meeting date is set for Wednesday, August 13, 2008 at 8:00 a.m. in the Council Chambers at City Hall.

The next order of business is site plan review for Eastern Shore Promenade.

**SITE PLAN REVIEW:**

**File S08-19:**

**Site:** Eastern Shore Promenade

Location: Northwest of the intersection of U. S. Highway 90 and Alabama Highway 181

Area: 1.39 Acres ±

Owner: Malbis Properties, Inc. - Frank Johnston

Agent : Riverwood Properties - Ryan Buckley

Engineer: Rester & Coleman Engineers - Andy Bobe

An introductory presentation was given by Mr. Andy Bobe, representing Rester & Coleman Engineers, requesting site plan review for a strip retail shopping facility with central detention, associated parking, landscaping and signage located Northwest of the intersection of U. S. Highway 90 and Alabama Highway 181. I believe that we had a building sign issue. We have submitted details to and have been approved by Mr. Jones, the Code Enforcement Officer. I will be happy to answer any questions you may have.

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

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

---

A **Motion** was made by Mr. Kirby and **Seconded** by Mayor Small **to approve the site plan for Eastern Shore Promenade. The Motion carried unanimously.**

The next order of business is preliminary/final plat review for Bay Community Church Subdivision.

**PRELIMINARY/FINAL PLAT REVIEW:**

**File SDPF08-11:**

**Subdivision: Bay Community Church**

Location: Northeast of the intersection of U. S. Highway 90 and Alabama Highway 181  
Area: 15.34 Acres +, (1) lot  
Owner: Bay Community Church - Jerry Taylor  
Engineer: Gulf States Engineering - Mike Garrett

An introductory presentation was given by Mr. Daniel Clark, representing Volkert & Associates, requesting preliminary/final plat review of a fifteen-point three four acre subdivision consisting of one lot located Northeast of the intersection of U. S. Highway 90 and Alabama Highway 181. I will be happy to answer any questions you may have.

Vice Chairman: Do any of the Commissioners have any questions or comments? He opened the floor to public participation.

An adjacent property owner requested to address the Planning Commission regarding the application for subdivision.

Ms. Jody Fratz, the Property Owners' Association Manager for Malbis Plantation Subdivision: The proposal had been presented to the architectural committee and had been denied for an assessment issue. I would like to request that the proposal be tabled because notice of the public hearing.

Mr. Ron Jackson, the administrator for Bay Community Church, requested to address the Commission. I would like to move forward with the proposal and address the issue with the property owners' association separately.

Mr. Kirby: I do not think that we can hold him this man's application for subdivision because this is an issue with the property owners'

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

association and the enforcement of their covenants. I live in Lake Forest Subdivision, and I know as a Planning Commission member that we do not legally have the authority to enforcement the covenant of a subdivision.

Ms. Fratz: The covenants for Malbis are not like Lake Forest Subdivision. If you combine the lots to become one, you are still required to pay the dues on all four lots.

Mr. Jackson: If the application is approved for combining the lots into one, I as a representative of the church have no problem with the church continuing to pay the dues for the four lots.

Mayor Small: Asked if this agreement would be satisfactory to the property owners' association?

Ms. Fratz: I am going to make an executive decision as the manager and say that it will be acceptable to the property owners' association.

Vice Chairman: Do any of the Commissioners have any further questions or comments? He closed the floor to public participation. If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Mr. Kirby and **Seconded** by Ms. Barnette **to approve the preliminary/final plat for Bay Community Subdivision. The Motion carried unanimously.**

The next order of business is preliminary/final plat review for Powers Subdivision.

**File SDPF08-12:**

**Subdivision: Powers**

Location: On the East side of Alabama Highway 181  
Area: 59.6 Acres +, (2) lots  
Owner: Paul Powers Real Estate Venture - Paul Powers  
Engineer: Engineering Development Services - David Diehl

An introductory presentation was given by Mr. David Diehl, representing Engineering Development Services, requesting preliminary/final plat review of a fifty-nine point six acre subdivision consisting of two lots located on the East side of Alabama Highway 181.

Mr. Diehl: The subdivision of the two lots will allow him to sell the thirty-acre parcel to the South. I will be happy to answer any

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

---

questions you may have.

Vice Chairman: Do any of the Commissioners have any questions or comments? He opened the floor to public participation. With no adjacent property owners present, he closed public participation. What is this property currently zoned?

Mr. Diehl: It remains RA, Rural Agricultural. It was not annexed into the City of Daphne.

Vice Chairman: Does he have any plans for its development?

Mr. Diehl: The parcel to the North will be targeted toward a retirement community with Baldwin County District 15 zoning and will not become a part of the city.

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

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Kirby **to approve the preliminary/final plat for Powers Subdivision. The Motion carried unanimously.**

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

**ATTORNEY'S REPORT:**

Mr. Bussey: No report.

**ADJOURNMENT:**

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

Mayor Small: Mr. Chairman, I would like to address the Commission about Mr. Pitts, Baldwin County Housing Alliance, about the consideration of the addition of town homes for low and moderate income housing for the work force.

Mr. Chason: I would like for us to take a look at his proposal to discuss whether or not the members think that Orleans Commons or St. Charles Village areas are in the appropriate location for this type of housing.

Mr. Chason: If we look at the possible creation of the regulations, then we also designate the locations in the city in which we would

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

~~Like this type of housing to be developed. The developments do not need to be concentrated in one area of the city.~~

Vice Chairman: 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 6:30 p.m.*

*Respectfully submitted by:*

\_\_\_\_\_  
Jan Dickson, Planning Coordinator

**APPROVED:** August 28, 2008

\_\_\_\_\_  
Larry Chason, Vice Chairman

**THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

---

**THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF JULY 24, 2008  
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.

---

**CITY COUNCIL MEETING  
MAYOR'S REPORT**

**NOTES:**

**COLE BROS. CIRCUS • P.O. BOX 127 • DELAND, FL. 32721  
TELEPHONE (386)-736-0071 • FAX (386)-738-7860 • www.colebroscircus.com**

THIS AGREEMENT, made and entered into this 5th day of August, 2008,  
by and between The City of Daphne Alabama, party of the first part, hereinafter called LESSOR, and BRANCHWATER  
PRODUCTIONS, INC., DBA COLE BROS. CIRCUS, party of the second part, hereinafter called LESSEE.

LESSOR leases unto LESSEE that portion of Trione Sports Complex, 8052 Whispering Pines Road, Daphne, Ala.  
said area described as Sports Field ; adjacent to Daphne Middle School for Circus exhibition on the dates of  
**Wednesday and Thursday October 22nd and 23rd, 2008**. Hereinafter this area will be referred to as "circus area".  
LESSEE has the right to cancel this Agreement with a thirty-day written notice to LESSOR.

LESSEE agrees to pay LESSOR a rental fee of One Thousand Dollars (\$ 1000.00 ) total, to be paid to LESSOR on or before  
**Noon - Opening Day, Wednesday, October 22nd, 2008**. Rental fee includes tax at the prevailing rate, and LESSOR is  
responsible for payment of applicable tax on rental fee.

LESSEE agrees to keep the premises in a clean and orderly condition and to leave the same in as good condition as found at the  
beginning of the Circus exhibition. If Circus is located on asphalt, arrangements will be made at no cost to LESSOR for the prompt  
repair of stake holes left in the asphalt from the Big Top.

LESSOR acknowledges that it has not leased said property to another circus within the preceding twelve months. Furthermore,  
LESSOR agrees not to lease said property to another circus or a carnival or outdoor amusement of the same or similar nature during  
the period following the signing of this agreement until thirty days following the exhibition dates of LESSEE'S Circus.

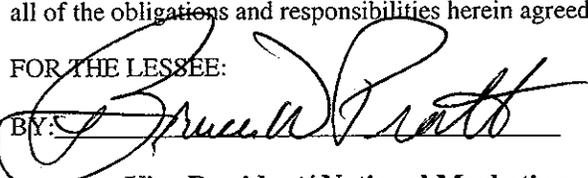
LESSEE shall have the exclusive right to operate all concessions and parking on the "circus area" and shall retain all revenue derived  
from same. LESSOR agrees that LESSEE shall have the right to photograph the property and exhibit and exploit the product thereof  
in all media.

LESSEE shall provide LESSOR with a Certificate of Insurance of comprehensive general products and bodily injury and property  
damage liability providing coverage limit of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence and naming the following  
as insured thereunder: **1) City of Daphne, Alabama, 2) Baldwin County Board of Education, 3) State of Alabama,**  
and as advised by LESSOR. The Certificate of Insurance will be issued and mailed to: the **Ms. Jane Robbins, Administrative  
Assistant to Mayor, City of Daphne, P.O. Box 400, Daphne, Alabama 36526**

It is agreed that the conduct of this event shall be under the sole control of LESSEE and the LESSOR shall be in no way responsible  
for the activities of the LESSEE on its property. LESSEE shall comply with all city, county and state ordinances that are affected by  
the use of the above detailed premises.

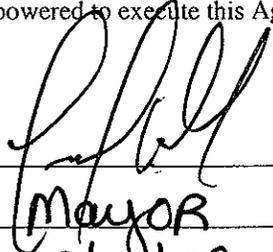
The LESSOR hereby represents and warrants to LESSEE that it has unqualified right and authority to commit and lease the above  
described property for the use contemplated herein, and it is duly authorized and empowered to execute this Agreement and to assume  
all of the obligations and responsibilities herein agreed upon.

FOR THE LESSEE:

BY:   
TITLE: **Vice President/ National Marketing**

DATE: **August 5th, 2008**

FOR THE LESSOR:

BY:   
TITLE: **Mayor**

DATE: 8/12/08

This Agreement subject to the approval of the President or Vice President of the CIRCUS:

## GROUND LEASE

**THIS AGREEMENT** is made by and between the **CITY OF DAPHNE, ALABAMA**, an Alabama Municipal Corporation, ("Lessee") and the **BALDWIN COUNTY BOARD OF EDUCATION**, an agency of the State of Alabama ("the Lessor").

### WITNESSETH:

**WHEREAS**, Lessor did, on the 7th day of January, 1992, and on the 16th day of February, 2000, lease from the State of Alabama, Department of Conservation and Natural Resources (the "Department") lands in Section 16, Township 5 South, Range 2 East, Baldwin County, Alabama; and

**WHEREAS**, Lessee recognizes that a number of the residents of the City of Daphne attend the educational facilities of the Lessor, and further recognizes the importance of recreational activities to youth and adult citizens of the City of Daphne and believes it to be in the best interest of the health, safety, and welfare of its citizens to promote recreational activities and provide facilities therefor; and

**WHEREAS**, Lessor and Lessee have previously entered into a lease agreement ("Original Trione Park Lease") approved by the Lessor on January 17, 2002, by which the Lessor has leased certain real property upon which certain recreational facilities ("Existing Recreational Facilities") have previously been constructed by Lessee; and

**WHEREAS**, Lessor has additional property that adjoins Daphne Middle School and the Existing Recreational Facilities upon which Lessee desires to improve by the construction and installation at its expense of certain park and recreational facilities as set forth herein; and

**WHEREAS**, Lessor is willing to make that certain property more particularly described herein available to Lessee to make certain improvements in accordance with the terms and conditions of this agreement, all subject to the consent and approval of the Department.

**WHEREAS**, the parties hereto understand and agree that the subject Lease may require the consent of the State of Alabama. In the event that consent of the State of Alabama is required, the lease as provided for herein shall be expressly conditioned on receipt of such consent.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions herein to be kept, performed and observed, the parties agree as follows:

**ARTICLE 1. DEMISE OF LEASED LAND**

**Description of Leased Land**

1.01 Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a parcel of land ("Leased Land") situated in Baldwin County, Alabama, and described as follows:

That certain parcel of real property located in Section 16, Township 5 South, Range 2 East, depicted on Exhibit "A" attached hereto and incorporated herein by reference.

Prior to the commencement of construction of any improvements on the Leased Land, Lessee shall at its sole cost and expense obtain a survey of the Leased Land. The metes and bounds description from the said survey shall be substituted for the description of the Leased Land. Provided, however, the Lessor shall in its sole and absolute discretion review and either approve or disapprove the survey description provided by Lessee. If the description is disapproved, the Lessor shall provide the description of the Leased Land that will define the Leased Land.

**Land Subject to Liens, Encumbrances, and Other Conditions**

1.02 This Lease and the Leased Land are subject to all present and future leases, liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Leased Land or that may affect and govern the Leased Land after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

**ARTICLE 2. TERM AND RENT**

**Term of Lease**

2.01 This Lease shall be for a term of twenty-four (24) years ("Term"), commencing on the 17<sup>th</sup> day of January, 2008, and ending on the 16th day of January, 2032, unless terminated at an earlier date for any reason set forth in this Lease. Lessee shall have two (2) renewal options of thirty (30) years each. Lessee

may exercise its renewal options by providing written notice to Lessor one (1) year prior to the expiration of the Term, or any renewal thereof, of this Lease. Thereafter, this Lease shall automatically renew on a year-to-year basis unless Lessor or Lessee provides the other with written notice of termination of the Lease prior to the expiration of any renewal term.

### **Holdover**

2.02 If Lessee holds over after the expiration of the initial term of this lease agreement or any extensions thereof, then Lessee's tenancy shall be from year to year on all the terms and conditions as set forth in this Lease.

### **Consideration**

2.03 Lessee's consideration to Lessor for this Lease shall be the improvements made to the Leased Land by Lessee and the rights of Lessor to the use and enjoyment of those improvements as set out herein.

## **ARTICLE 3. USE AND CONSTRUCTION OF IMPROVEMENTS**

### **Primary Use**

3.01 Lessee shall have the right to use the Leased Land for the following lawful purposes:

- (a) Lessee shall have the right to use the premises solely and exclusively for municipal recreational purposes.
- (b) At all times, Lessee shall provide that such municipal recreational activities shall be under the direction, supervision and control of agents and employees of Lessee so as to insure safe and appropriate use. During those times when the premises are used by Lessor in accordance herewith, Lessee shall not have any responsibility therefore.
- (c) Lessor shall have exclusive use of the Leased Land during those hours when school is in session. Lessor shall provide advance notice, no less than 48 hours in advance of the intended use, to Lessee of any use it intends to make of the Leased Land. Lessor shall coordinate the scope of its use of the Lease Land

with Lessee so as not to interfere with the Lessee's municipal recreational uses thereof. Notwithstanding the foregoing, during that part of the day in which school is in session, Lessee may conduct maintenance operations or use the Leased Land for municipal recreational purposes, provided that such uses do not interfere with previously scheduled school use.

- (d) Following any period of use by Lessor in accordance with Paragraph (c) or (e), Lessor shall restore the Leased Land to the condition that existed immediately prior to the use thereof, reasonable wear and tear excepted.
- (e) Lessee shall have exclusive use of the premises during those hours that school is not in session. Provided, however, during such hours, the Lessor may schedule with Lessee school use that does not conflict with Lessee's municipal recreational use, approval by Lessee not to be unreasonably withheld.

Scheduled use by either Lessor or Lessee shall be scheduled by nominees of the Lessor and Lessee.

- (f) During the term of this Lease, Lessee, at its own expense, shall maintain and keep the Leased Land and the facilities constructed thereon in a state of good condition and repair.

### **Construction of Buildings and Other Improvements**

3.02 Lessee shall have the right to construct structures, buildings, and other improvements ("Improvements") on the Leased Land, at Lessee's sole cost and expense, and in connection with any construction, Lessee shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the Improvements erected on the Leased Land. Lessor shall have no liability for any costs or expenses in connection with the construction of Improvements on the Leased Land. Provided, however, all construction shall be in accordance with the master plan attached hereto and marked as Exhibit "B." Any additions or modifications to construction shall be made after Lessee obtains prior written permission from Lessor to be exercised by Lessor in its sole and absolute discretion.

## ARTICLE 4. OPERATING COSTS AND IMPOSITIONS

### Operating Costs

4.01 Lessee shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03, below, in connection with the Leased Land.

#### Definition of Operating Costs

4.02 "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

- (1) Repairs, maintenance, replacements, painting, and redecorating.
- (2) Landscaping.
- (3) Insurance.
- (4) Heating, ventilating, and air conditioning repair and maintenance.
- (5) Water, sewer, gas, electricity, fuel oil, and other utilities.
- (6) Rubbish removal.
- (7) Supplies and sundries.
- (8) To be deleted as there will be no real property tax on the subject property.
- (<sup>9</sup>) Costs of wages and salaries for all persons engaged in the operation, maintenance, and repair of the Leased Land, including fringe benefits and social security taxes except that Lessor shall be responsible for all costs incurred in Lessors programming purposes.
- (10) All other expenses, whether or not mentioned in this Lease, that are incurred with regard to operation of the Leased Land, including any replacements if necessary for

repairs and maintenance or otherwise.

### **Definition of Impositions**

4.03 "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the premises on the Leased Land, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Land and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Land and Improvements, any portion of these, or the sidewalks or streets in front of or adjoining the Leased Land and Improvements.

## **ARTICLE 5. LAWS AND GOVERNMENTAL REGULATIONS**

### **Compliance With Legal Requirements**

5.01 Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the Term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

## **ARTICLE 6. LIENS AND ENCUMBRANCES**

### **Creation Not Allowed**

6.01 Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Land or the fee estate or reversion of Lessor.

### **Discharge After Filing or Imposition**

6.02 If any lien or encumbrance shall at any time be filed or imposed against the Leased Land or the fee estate or reversion of Lessor, Lessee shall cause the lien or encumbrance to be discharged of record within fifteen (15) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee shall fail to cause the lien or encumbrance to be discharged within the fifteen (15) day period, then in addition to

any other right or remedy of Lessor, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

### **Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee**

6.03 Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Leased Land.

## **ARTICLE 7. INSURANCE AND INDEMNITY**

### **Fire and Extended Coverage**

7.01 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, insurance covering the Improvements including, without limitation, all Improvements now located on the Leased Land or that may be erected on the Leased Land, against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, or earthquake, together with any other insurance that Lessor may require from time to time. The insurance shall be carried by insurance companies authorized to transact business in Alabama, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met:

- (a) The insurance shall be in amounts no less than one hundred (100) percent of the replacement cost of the buildings and other improvements, exclusive of foundations and below-ground improvements (but sufficient to satisfy the requirements of any coinsurance clause).
- (b) The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Leased Land, and any successors and assigns of this Lease.

The insurance policy or policies shall name both Lessor and Lessee as insureds.

- (c) Any and all fire or other insurance proceeds that become payable at any time during the Term of this Lease because of damage to or destruction of any Improvements on the Leased Land shall be paid to Lessee and applied by Lessee toward the cost of repairing, restoring, and replacing the damaged or destroyed Improvements in the manner required by Article 8 of this Lease.

### **Property and Personal Injury Liability Insurance**

7.02 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Land and Improvements, and adjoining areas. The insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met:

- (a) The insurance provided pursuant to this Paragraph 7.02 shall be in an amount no less than \$1,000,000 for property damage, and in an amount no less than \$1,000,000 for one person and \$1,000,000 for one accident for personal injury.
- (b) The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Leased Land, and any successors and assigns of this Lease. The insurance policy or policies shall name both Lessor and Lessee as insureds.
- (c) The amount of liability insurance shall be subject to determination by the City of Daphne with any increases that may be reasonably required by Lessor from time-to-time to account for inflation or other market conditions shall be made in cooperation between Lessor and Lessee. Notwithstanding the foregoing, the amount of liability insurance shall not be decreased without the prior written authorization of the Lessor.

### **Construction Liability Insurance**

7.03 Lessee agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Leased Land. This insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by Lessee and approved by Lessor, and shall be paid for by Lessee. The insurance shall have limits of no less than \$1,000,000 for property damage, and \$1,000,000 for one person and \$1,000,000 for one accident for personal injury. The insurance shall be maintained for the mutual benefit of Lessor and Lessee, as well as for any succeeding owners of the fee title in the Leased Land, and for any successors and assigns of this Lease, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the premises. The insurance policy or policies shall name both Lessor and Lessee as insureds.

### **Certificates of Insurance**

7.04 Lessee shall furnish Lessor with certificates of all insurance required by this Article 7. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within ten (10) days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this Article 7. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of ten percent (10%) per annum from the date of Lessor's demand until reimbursement by Lessee.

### **Indemnification of Lessor**

7.05 Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Land or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Leased Land, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from

all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

## **ARTICLE 8. DAMAGE OR DESTRUCTION OF IMPROVEMENTS**

### **Damage or Destruction; Option to Terminate or Repair**

8.01 In the event that the Leased Land, the Improvements, or any part of them are damaged or destroyed by any cause whatsoever, Lessee may elect either of the following options:

- (1) Within one hundred twenty (120) days, Lessee shall commence and diligently pursue to completion the repair, restoration, or replacement of the damaged or destroyed Leased Land and Improvement, and this Lease shall remain in full force and effect.

or

- (2) Lessee may terminate this Lease with one hundred twenty (120) days written notice to Lessor and shall return the Leased Land to the condition existing at the time of the commencement of this Lease except for completed improvements constructed by Lessee which Lessee may leave or may remove at its sole discretion, normal wear and tear excepted.

## **ARTICLE 9. CONDEMNATION**

### **Interests of Parties**

9.01 If the Leased Land and Improvements or any part of these premises is taken for public or quasi-public purposes by condemnation in any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for the taking or transfer and the effect of the taking shall be governed by Article 9.02, 9.03 and 9.04 except that during the initial twenty-four (24) year term of this Lease any proceeds paid from condemnation or eminent domain shall be divided between the parties with the City obtaining that portion of the condemnation award directly attributed to the value of the Improvement.

### **Termination on Total Taking**

9.02 If all or substantially all of the Leased Land and Improvements are taken or transferred as described in Paragraph 9.01, this Lease and all of the rights, title, and interest under this Lease shall cease on the date that title to the Leased Land and Improvements vests in the condemning authority, and the proceeds of the condemnation shall be paid pursuant to the provisions of Paragraph 9.01.

### **Termination on Partial Taking**

9.03 If less than all or less than substantially all of the Leased Land and Improvements is taken or transferred as described in Paragraph 9.01, and, if the remainder of the Leased Land and Improvements is in a location, or in a form, shape, or reduced size that makes it impossible for Lessee to effectively and practicably use the remaining Leased Land and Improvements as set forth herein, then this Lease shall terminate on the date title to the portion of the Leased Land and Improvements taken or transferred vests in the condemning authority. The proceeds of the condemnation shall be paid pursuant to the provisions of 9.01.

### **Voluntary Conveyance**

9.04 Nothing in this Article 9 prohibits Lessor from voluntarily conveying all or part of the Leased Land and Improvements to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any voluntary conveyance shall be treated as a taking within the meaning of this Article and compensation and proceeds therefrom shall be paid to the Lessor and Lessee pursuant to provisions of 9.01.

9.05 The provisions of this Article 9 shall be subject to the review and approval of the Department.

## **ARTICLE 10. LEASE HOLD MORTGAGES**

### **Leasehold Mortgages Not Permitted**

10.01 Lessee shall not be permitted to mortgage Lessee's leasehold interest in the Leased Land. Lessee agrees to subordinate any interest created by this lease to any indebtedness of the Lessor presently or hereinafter existing. This includes,

without limitation, bond financing.

#### **ARTICLE 11. DEFAULT Events of Default**

11.01 (a) Any one or more of the events listed in Subparagraphs (b) through (c) of this Paragraph 11.01 shall constitute a default under this Lease.

(b) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease shall constitute a default under this Lease.

(c) Lessee's assignment of the leasehold interest under this Lease without the prior written consent of Lessor shall constitute a default under this Lease.

#### **Notice of Election to Terminate Lessee's Possession**

11.02 If any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease. Upon termination, all of Lessee's rights, title, and interest in the Leased Land shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Leased Land. Any Improvements erected on the subject leased premises shall revert back to the Lessor, however, Lessee shall have a reasonable time not to exceed one hundred eighty (180) days for removal of any such improvements or equipment and/or may leave the same for the benefit of Lessor, such to be determined at Lessee's option.

#### **Lessor's Entry After Termination of Lessee's Possession**

11.03 At any time after the termination of Lessee's right of possession under this Lease pursuant to Paragraph 11.02 or Paragraph 13.01 of this Lease, Lessor may enter and possess the Leased Land and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Land and Improvements. If Lessor takes the actions described in this Paragraph 11.03, Lessor may then possess the Leased Land and Improvements and Lessor may also sell any of the Improvements.

### **Costs Incurred Due to Breach**

11.04 Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorneys' fees, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease, restoring the Leased Land and Improvements to good order and condition, and for maintaining the Leased Land and Improvements.

## **ARTICLE 12. EXPIRATION OF TERM**

### **Lessee's Delivery of Possession After Termination or Expiration**

12.01 On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 11.03, or any entry or possession of the Leased Land and Improvements by Lessor pursuant to Paragraph 11.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Land and Improvements, and deliver to Lessor actual possession and ownership of the Leased Land, less improvements, which the Lessee shall have a right to remove pursuant to paragraph 11.02 but shall otherwise return the premises without improvements in good condition, wear and tear excepted.

### **Lessee's Removal of Movable Objects**

12.02 Lessee shall have the right to remove from the Leased Land and Improvements all movable fixtures, movable equipment, and articles of personal property used or procured for use in connection with the use of the Leased Land on or before the Expiration Date, provided that Lessee shall promptly repair, or cause to be repaired, any damage resulting to the Leased Land or Improvements by reason of this removal. Any fixtures, equipment, or articles of personal property of Lessee that remain at or on the Leased Land after the Expiration Date shall be deemed to have been abandoned by Lessee, and may either be retained by Lessor as its property or disposed of by Lessor without accountability to Lessee for the value of these fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

## **ARTICLE 13. TERMINATION FOR SCHOOL USE**

13.01 In the event the Leased Land is required by the Lessor for necessary school related construction or other uses in connection with public education, this agreement may be canceled by the Lessor at any time after the first ten (10) years of the lease and on one (1) year written notice to Lessee. In that event, the Lessor shall pay a sum to Lessee equal to the value of the improvements on that portion of the leased premises to which the lease has been canceled. The average value of those improvements as determined by the average of three (3) MAI appraisers, with one appraiser selected by Lessor, one (1) appraiser selected by Lessee, and one (1) appraiser selected by the other two appraisers. The cost of the appraisal shall be borne equally by Lessor and Lessee. Provided, however, prior to the appraisal process, the Lessor in its sole and absolute discretion, may identify some or all of the Improvements which are susceptible of removal and reuse which shall be removed by Lessee and excluded from the appraisals to be conducted. Otherwise, by mutual written agreement of Lessee and Lessor, Lessee may remove any improvement(s) or equipment on that portion of Leased Land to which the Lease has been canceled and Lessee shall, at Lessee's own expense, return that portion of the leased premises to its pre-lease condition.

13.02 It is expressly understood and agreed that following the initial twenty-four (24) year term of this Lease, including all renewal terms or holdover periods, that the Lessor, in its sole discretion, may terminate this Lease, without cost, for any reason, upon one (1) year written notice to Lessee.

#### **ARTICLE 14. GENERAL PROVISIONS**

##### **No Waiver of Breach by Lessor's Actions**

14.01 The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

##### **Waiver of Any Provision Must Be Written**

14.02 No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

##### **Entire Agreement**

14.03 This Lease and the Exhibits annexed to this Lease contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

### **Notices**

14.04 All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 14.04.

### **Lessor's Entry and Inspection of Premises**

14.05 Lessor, or its agents or designees, shall have the right to enter the Leased Land and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Land and Improvements to potential buyers and agents.

### **Partial Invalidity or Unenforceability**

14.06 If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### **Individuals Benefited by Lease**

14.07 This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided in this Lease.

### **Assignment and Subletting**

14.08 This Lease and the Term and estate granted by this Lease, or any

part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent.

14.09 Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Lessee and Lessor, and neither the provisions contained in this Agreement or any acts of the parties shall be deemed to create any relationship between Lessee and Lessor, other than the relationship of Lessor and Lessee.

**ARTICLE 15. DISCLAIMER OF WARRANTIES**

15.01 The execution by the Lessor and Lessee of this Agreement shall not be construed as a warranty or representation by the Lessor or by Lessee that the premises are fit and suitable for the use which Lessee intends to make or may make

of the premises or for the installation of the proposed improvements. The Lessor hereby specifically disclaims any and all warranties whether express or implied.

**IN WITNESS WHEREOF**, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed on this the \_ day of Y\_\_\_, 2007.

**BALDWIN COUNTY BOARD OF EDUCATION**, an agency of the State of Alabama

DATE: \_\_\_\_\_

BY: ROBERT CALLAHAN, JR.  
As Its President  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FARON HOLLINGER  
As Its Superintendent

\_\_\_\_\_

**CITY OF DAPHNE, ALABAMA**, an  
Alabama municipal corporation

DATE:

BY: \_\_\_\_\_  
FRED SMALL, Mayor

ATTEST:

\_\_\_\_\_  
DAVID L. COHEN, City Clerk, CMC

STATE OF ALABAMA COUNTY OF

BALDWIN

I, a Notary Public, in and for said County in said State, hereby certify that **ROBERT CALLAHAN, JR.**, whose name as President, and **FARON HOLLINGER**, whose name as Superintendent and ExOfficio Secretary of the Baldwin County Board of Education, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Board.

Given under my hand and seal this \_\_\_\_\_ day of  
2007.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_ a Notary Public, in and for said County in said State, hereby certify that **FRED SMALL**, whose name as Mayor, and **DAVID L. COHEN**, whose name as City Clerk of the City of Daphne, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_, \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

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

**NOTES:**

RECOMMENDATIONS

**COUNCIL COMMENTS:**

# CITY OF DAPHNE

## RESOLUTION 2008-42

### **ALDOT Project No. IM-1010(307) and NHF-1010() Improvements to I-10 Interchange at CR-13 with Connector to US 90 and Additional Lanes on US-90 & CR-South of US-90**

**WHEREAS**, City of Daphne, Alabama, (hereinafter referred to as **CITY**) is desirous of having certain improvements made at the Interchange on I-10 between US-90 and CR-13 with connector to US-90 and additional lanes on US-90 and CR-13 south of US-90 in accordance with plans prepared by the Alabama Department of Transportation and designated as Project IM-1010(307) and NHF-1010().

**WHEREAS**, the Alabama Department of Transportation (hereinafter referred to as **STATE**) is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

**WHEREAS**, the Federal Highway Administration (hereinafter referred to as **FHWA**), an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the **CITY** will agree to certain requirements of the **FHWA**. The **CITY** for the purpose of complying with requirements of the **FHWA** in regard to its funding of improvements of the type and kind in this agreement does hereby pass and adopt the following resolution:

**BE IT RESOLVED** by the Daphne City Council that the plans of said project including alignment, profile, grades, typical sections, and paving layouts as submitted to this Council and which are now on file in the office of the City Administrator are hereby approved and that the location of said project as staked out by the **STATE** and as shown by said plans referred to are hereby approved, and the **STATE**, in cooperation with the **FHWA**, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans; provided, however, that nothing contained herein shall be construed to imply that the **CITY** or any of its agents, servants, or employees, have undertaken an engineering or safety review of such plans. The **CITY**, by and through its Council, hereby grants to the **STATE** the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the **STATE** to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved and otherwise improved, provided the **CITY** is given at least 30 days advance notice in writing of such closing and barricading; and the **CITY** hereby agrees that parking will not at any time be permitted on any right-of-way or easements within the project limits.

The **CITY** hereby further agrees to adopt or pass such legally, effective resolutions, ordinances, and/or laws as will permanently barricade and/or relocate certain intersection streets as required by the **STATE** and to permanently deny or limit access at certain locations as required by the **STATE** along said improvements, all of which are more specifically stated as follows: No parking will be allowed within the project limits.

**BE IT FURTHER RESOLVED** by the Council, that for and in consideration of the **STATE**, in cooperation with the **FHWA**, constructing said highway and routing traffic along the same through the **CITY** over said project, such **CITY** hereby agrees with the **STATE** and for the benefit of the **FHWA**, that on the above-mentioned project the **CITY** will not in the future permit encroachments upon the right-of-way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in *Title 32, Chapter 5, Code of Alabama 1975*, as amended, and other laws of Alabama; nor will it allow, on roads designated as State or Federal Routes, the placing of any informational, regulatory, or other warning signs, signals, median crossovers, curb and pavement or other markings, or traffic signals without written approval of the Alabama Department of Transportation and the **FHWA**, of the location, form, and character of such installations. All traffic control devices and signs installed during construction, and those installed after completion of this project, shall be in accordance with the current edition of the national Manual on Uniform Traffic Control Devices and accepted standards of the **STATE** and the **FHWA**. Subsequent traffic control devices deemed necessary by the **CITY** in keeping with applicable statutes and other requirements of the **STATE** to promote the safe and efficient utilization of the highway under the authority of *Title 32, Chapter 5, Code of Alabama 1975*, and all other applicable laws of Alabama, shall be subject to the approval of the **STATE** and of the **FHWA**, and the **CITY** further agrees that it will enforce traffic and control the same under the provisions of *Title 32, Chapter 5, Code of Alabama 1975*, and other applicable laws of Alabama.

**BE IT FURTHER RESOLVED** by this Council that the **CITY** agrees to perform all maintenance on all newly constructed, relocated, or improved roads, crossroads, and service roads, that are a part of the project, are within the jurisdiction of the **CITY**, and which are not designated as State or Federal Highways.

It is understood and agreed that no changes in this Resolution shall be made in the future without having obtained prior approval of the **FHWA**.

This Resolution passed, adopted, and approved this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
**Greg Burnam**  
**Council President**  
 Date & Time Signed: \_\_\_\_\_

\_\_\_\_\_  
**Fred Small,**  
**Mayor**  
 Date & Time Signed: \_\_\_\_\_

**ATTEST:**

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

I, the undersigned City Clerk of the City of Daphne, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City of Daphne named therein, at a regular meeting of such Council held on the \_\_\_\_ day of \_\_\_\_\_, 2008, and that such resolution is on file in the office of the City Clerk.

**IN WITNESS WHEREOF**, I have hereunto set my hand and **affixed the official seal of the City** on this \_\_\_\_ day of \_\_\_\_\_, **2008**.

---

David L. Cohen,  
City Clerk, MMC



BOB RILEY  
GOVERNOR

# ALABAMA DEPARTMENT OF TRANSPORTATION

NINTH DIVISION  
OFFICE OF DIVISION ENGINEER  
1701 I-65 WEST SERVICE ROAD N  
MOBILE, ALABAMA 36618-1109  
TELEPHONE: (251) 470-8200  
FAX: (251) 473-3624



JOE MCINNES  
TRANSPORTATION DIRECTOR

July 21, 2008

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

JUL 23 2008

Dear Mayor Small:

Re: Project No. IM-I010(307) and NHF-I010()  
Project Resolution  
I-10 Interchange at CR-13 with Connector to US-90 and Additional Lanes on  
US-90 & CR South of US-90  
Baldwin County

Attached is an original resolution, which covers construction and maintenance items on the referenced project. Please review the resolution and, if it is acceptable, forward it to the Council to be executed and returned to this office. **Please be aware that the official city seal must be affixed to the resolution.**

Your prompt attention to this matter is appreciated and should any questions arise, call Dewayne A. Hood at (251) 470-8253.

Sincerely,

Vincent E. Calametti, P.E.  
Division Engineer

By Dewayne A. Hood  
Dewayne A. Hood  
Special Projects Engineer

VEC/DAH/dah  
Attachments  
c: File

# ALABAMA

## DEPARTMENT OF TRANSPORTATION

### PLANS OF PROPOSED PROJECT NUMBER

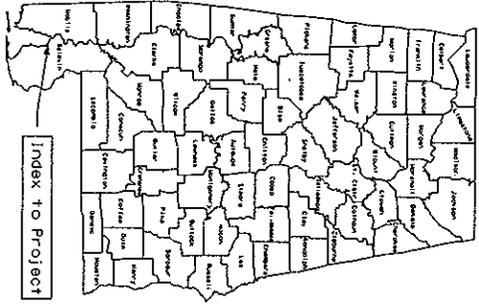
IM-1010(307) and STPAA - XXXX

INTERCHANGE ON I-10 BETWEEN US-90 and SR-181

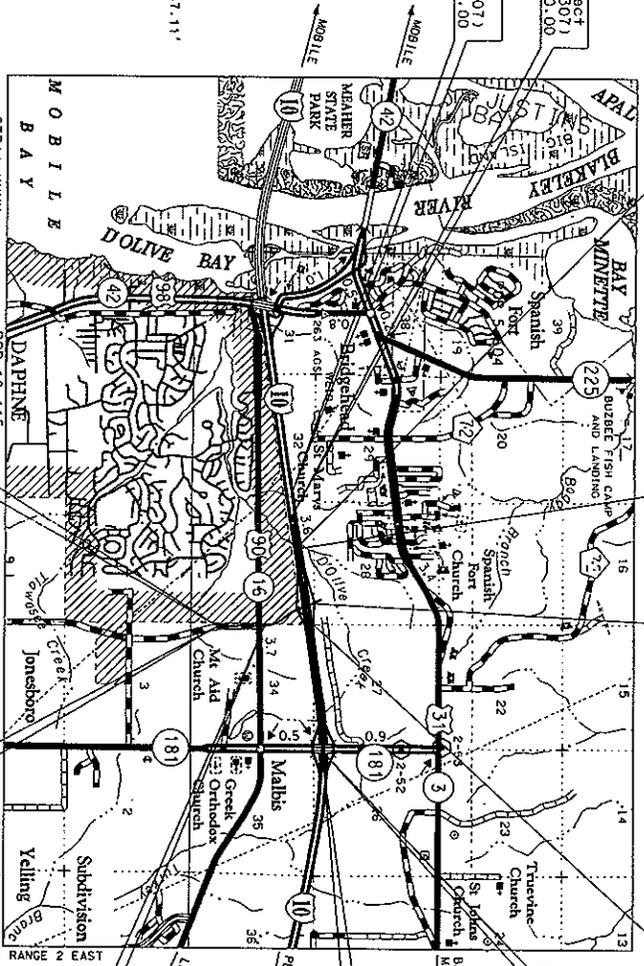
WITH CONNECTOR TO US-90

GRADE, DRAIN, BASE AND PAVE, SIGNING, SIGNALS & BRIDGE

BALDWIN COUNTY



Index to Project



In Place 384' - CO 12X7 Bridge Culvert

REV'D BRIDGE



Design Designation	CR-13	1-10
ADT ( 2007 )	12,240	54,940
ADT ( 2027 )	24,350	109,330
K	13%	12%
D	60%	55%
TDW	6%	17%
V ( Design Speed )	45 mph	70 mph
Min. Stopping Sight Dist.	333'	730'

These plans have been prepared to conform with Alabama Department of Transportation Standard Specifications for Highway Construction 2006 Edition.

Preliminary Project No. 4301-0168-0281-1M04L-10000155402  
Code No. XXX - XXXX

HMMA REG. NO.	STATE	REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEET NO.
4	AL	IM-1010(307)	2009	1	246

EQUATIONS & EXCEPTIONS: NONE

BRIDGE CULVERTS: 1-10 Project IM-1010 (307)  
BIN: 009853  
Begin Bridge Culvert Stn: 532+69.57 = 57.11'  
End Bridge Culvert Stn: 533+26.68

①

BRIDGES: CR-13 Project IM-1010 (307)  
BIN: 19096  
Begin Bridge Stn: = NO EFFECT  
End Bridge Stn:

②

IM-1010(307)	FEET	MILES
Total Stationing of Project...	9500	1.799
Equations & Exceptions...	0.00	0.010
Net Length of Project...	9500	1.789
Net Length of Bridges...	57.11	1.179
Net Length of Roadways...	9442.89	1.789

STPAA-XXXX	FEET	MILES
1833.86	0.00	0.347
1833.86	0.00	0.000
1833.86	0.00	0.347

POP 18,115  
2004 CENSUS

Begin Project STPAA - XXX Stn. 22+82.64

Begin Work STPAA - XXXX Stn. 22+00.00

END PROJECT STPAA - XXXX Stn. 41+16.50

END WORK IM - 1010(307) Stn. 625+00.00

END PROJECT IM - 1010(307) Stn. 615+00.00

ALABAMA DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR APPROVAL

DIVISION ENGINEER

CHIEF ENGINEER

APPROVED

TRANSPORTATION DIRECTOR

PS&E REVIEW  
PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION

PLANS PREPARED BY  
CARTER & BURGESS, INC.  
UNDER THE SUPERVISION OF

ROBERT JOSEPH KEAP P.E.  
P.E. NO. 18189-E



**Carter & Burgess**

**RESOLUTION NO. 2008-43**  
**2008-S-JUSTICE CENTER AIR CONDITIONING SYSTEM**

**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 JUSTICE CENTER AIR CONDITIONING SYSTEM will exceed this amount; and

**WHEREAS**, Staff has reviewed the bids for the JUSTICE CENTER AIR CONDITIONING SYSTEM and determined that the bid as presented is reasonable; and

**WHEREAS**, Staff recommends the bid for the JUSTICE CENTER AIR CONDITIONING SYSTEM be awarded to Inland Air Systems. .

**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 Inland Air Systems for the amount of \$68,997 as specified in BID SPECIFICATION NO. 2008-S-JUSTICE CENTER AIR CONDITIONING SYSTEM.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_ day of \_\_\_\_\_, 2008.**

\_\_\_\_\_  
**Greg Burnam, Council President**

Date & Time Signed:\_\_\_\_\_

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

Date & Time Signed:\_\_\_\_\_

**ATTEST:**

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

**ORDINANCE 2008-50**

**Lodging Tax Appropriation**

**WHEREAS**, Ordinance 2007-47 approved and adopted the Fiscal Year 2008 Budget on October 15 , 2007; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2008 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2008 budget; and

**WHEREAS**, pursuant to Ordinance 2000-34, Lodging Tax funds may be used for the purchase, development, and maintenance of beachfront property; and

**WHEREAS**, certain improvements are necessary for the Richard Scardamalia Pavilion at the Bay Front Park and a structural condition assessment will be required to evaluate the building.

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2008 Budget is hereby amended to include Lodging Tax appropriations in the amount of \$ 8,500 for the Richard Scardamalia Pavilion Architectural building Evaluation.

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_ , 2008.

\_\_\_\_\_  
**Greg Burnam, Council President**  
Date & Time Signed:\_\_\_\_\_

\_\_\_\_\_  
**Fred Small, Mayor**  
Date & Time Signed:\_\_\_\_\_

**ATTEST:**

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

**ORDINANCE 2008 - 51**

**SIDEWALK PROJECT / HANDRAILS/GUARDRAILS: CONNECTING  
JUBILEE SQUARE TO ADJACENT HOTELS**

**WHEREAS**, Ordinance 2007-47 approved and adopted the Fiscal Year 2008 Budget on October 15 , 2007; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2008 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2008 budget; and

**WHEREAS**, such appropriations totaling \$4,900 are needed for the sidewalk project connecting Jubilee Square to the adjacent hotels.

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2008 Budget is hereby amended to include General Fund appropriations in the amount of \$4,900 for the placement of handrails/guardrails along the sidewalk connecting Jubilee Square to the adjacent hotels.

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_ , 2008.

\_\_\_\_\_  
**Greg Burnam, Council President**  
Date & Time Signed:\_\_\_\_\_

\_\_\_\_\_  
**Fred Small, Mayor**  
Date & Time Signed:\_\_\_\_\_

**ATTEST:**

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

**ORDINANCE 2008 - 52**

**5<sup>th</sup> STREET / VAN BUREN STREET IMPROVEMENT**

**WHEREAS**, Ordinance 2007-47 approved and adopted the Fiscal Year 2008 Budget on October 15 , 2007; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2008 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2008 budget; and

**WHEREAS**, Seven Cent Gas Tax Funds may be used for street improvement purposes; and

**WHEREAS**, improvements are needed on 5<sup>th</sup> Street off Van Buren.

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that: the Fiscal Year 2008 Budget is hereby amended to include a Seven Cents Gas Tax appropriation for the following street project:

\$16,000 - for street improvements on 5<sup>th</sup> Street off Van Buren

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_ , 2008.

\_\_\_\_\_  
**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. 2008-53**

---

**AN ORDINANCE TO ADJUST SPEED LIMITS WITHIN THE  
CITY OF DAPHNE, ALABAMA**

---

**WHEREAS**, the City Council of the City of Daphne desires to promote the health, safety and welfare of the citizens of the City of Daphne by establishing speed limits along the public streets, roads, and highways within the City of Daphne; and

**WHEREAS**, the City Council of the City of Daphne recognizes that a uniform speed limit will aide to lessen confusion regarding various speed limits along the many public streets, roads, and highways within the City of Daphne;

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

**SECTION I:           SPEED LIMIT**

Unless otherwise posted, the speed limit along the public streets, roads, and highways within the city limits of the City of Daphne shall be twenty-five (25) miles per hour (mph).

For purposes of this Section only, “posting” shall mean information in any tangible form or design and placed in such manner so as to notify motorists of the maximum speed limit allowed along the street, road, or highway to which the notice is affixed.

**SECTION II:           PENALTY**

Any person who is convicted of speeding in excess of the speed limit as set forth in Section One (1) above shall be fined in accordance with Title 32-5A-8 of the Code of Alabama (1975) (as amended or may be amended), and Ordinance 2003-18 as may be amended from time to time.

**SECTION III:         REPEALER**

Ordinances numbers 2005-46 and 2002-37 be and are hereby repealed in their entirety.

**SECTION IV:         EFFECT OF REPEAL**

- (a)    The Repeal of Ordinances Nos. 2005-46 and 2002-37 does not revive any previously repealed ordinance.

- (b) The Repeal of Ordinances Nos. 2005-46 and 2002-37 does not effect any punishment or penalty incurred before the repeal did not take effect, nor does such repeal effect any suit, prosecution or proceeding pending at the time of the repeal.

**SECTION V: CONFLICT WITH OTHER ORDINANCES**

That any Ordinance heretofore adopted by the Council, which is in conflict with This Ordinance is hereby replaced to the extent of such conflict.

**SECTION VI: SEVERBILITY**

The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**SECTION VII: 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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
**GREG BURNAM**  
**COUNCIL PRESIDENT**  
DATE/TIME SIGNED: \_\_\_\_\_

\_\_\_\_\_  
**FRED SMALL, MAYOR**  
DATE/TIME SIGNED: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**DAVID L. COHEN, CITY CLERK, MMC**