

CITY OF DAPHNE
CITY COUNCIL BUSINESS MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
AUGUST 21, 2006
6:30 P.M.

1. CALL TO ORDER

2. ROLL CALL/INVOCATION:

PLEDGE OF ALLEGIANCE:

- 3. APPROVE MINUTES:** Work Session Minutes / August 2, 2006
Council Minutes / August 7, 2006

PRESENTATION: S.E.E.D.S. / Presentation of 2006 Mini-Grants / Denise D'Oliveira /
Ruth Seawell

RECOGNITION: Daphne Museum / Recognition of Restoration Society Members /
Mickey Boykin

4. REPORT STANDING COMMITTEES:

A. FINANCE COMMITTEE – Scott

Review minutes meeting held August 14th

a.) Prepaid Travel / Resolution 2006-67

Ha Le Riggio / Court Magistrate, Certification Training & Maintenance Institute
for Municipal Court Clerks and Magistrates / October 10-13, 2006 /
Hoover, AL / \$140

b.) Bids:

- 1.) PD Traffic Accident Investigation Equipment / ASC, Inc. / Resolution 2006-68
- 2.) Dauphine Acres East Phase III – Sewer / R& B Contracting Co., Inc. / Resolution 2006-69

c.) MOTIONS:

- 1.) Gulf Opportunity Zone Act Commercial Financing, Tameron Honda
- 2.) 2000 Warrant Pay-Off
- 3.) Flexible Spending Account: Debit Cards: Administrative Fee
- 4.) City Attorney Rate of Compensation \$140/Hr / \$500/Month Retainer

d.) Appropriations:

- 1.) Traffic Accident Investigation Equipment / Ordinance 2006-63
- 2.) City Hall Architect/Engineering / Ordinance 2006-64

e.) Resolutions:

- 1.) Declare Surplus Equipment / Resolution 2006-70
- 2.) Eastern Shore Chamber of Commerce Contract for Civic Center / Resolution 2006-71

f.) Ordinances:

2006 Limited Obligation Special Tax Warrants (Eastern Shore Park) / Ordinance 2006-62

g.) Finance Reports:

- 1.) Treasurers Report / July 31, 2006
- 2.) Sales Tax Collection Graphs / June 30, 2006
- 3.) Lodging Tax Collections / June 30, 2006

B. BUILDINGS & PROPERTY - Lake

Review minutes meeting held August 4th

C. PUBLIC SAFETY – Burnam

Review minutes meeting held August 8th

- a.) Recommend Authorizing the Upgrade in License Status for Fire department from Basic Life Support to Advanced Life Support / Resolution 2006-72
- b.) Recommend Parking Regulation Ordinance / Ordinance 2006-66
- c.) Recommend Wrecker Ordinance / Ordinance 2006-65

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Landry

E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY – Yelding

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Eady

Review minutes meeting held August 3rd

B. Downtown Redevelopment Authority - Barnette

C. Industrial Development Board – Yelding

D. Library Board – Lake

- a.) Review minutes meeting held June 12th
- b.) Review minutes meeting held July 10th

E. Planning Commission – Barnette

F. Recreation Board - Palumbo

G. Utility Board – Scott

6. REPORTS OF OFFICERS:

A. Mayors Report

B. City Attorney’s Report

C. Department Head Comments

7. PUBLIC PARTICIPATION:

Mr. Shawn Rowell / Right-Of-Way on plat of Innisfree Subdivision

8. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

- a.) Prepaid Travel / Ha Le Riggio...../Resolution 2006-67
- b.) Bid Award: PD Traffic Accident Investigation Equipment /
ASC, Inc. /Resolution 2006-68
- c.) Bid Award: Dauphine Acres East – Phase III – Sewer /
R& B Contracting Co., Inc. /Resolution 2006-69
- d.) Declaring Certain Property Surplus and Authorizing the Mayor
to Dispose of Such Property. /Resolution 2006-70
- e.) Approving Contract: Eastern Shore Chamber of Commerce for
Civic Center. /Resolution 2006-71
- f.) Authorizing the City of Daphne Fire Department to Operate as an
Advanced Life Support Emergency Medical Service. /Resolution 2006-72

ORDINANCES:

2nd READ

- a.) **Annexation: Pollard Group / Property Located Southeast of the Intersection of County Road 64 & Pollard Rd. /Ordinance 2006-61**
- b.) **2006 Limited Obligation Special Tax Warrants (Eastern Shore Center). /Ordinance 2006-62**
- c.) **Appropriating Funds: PD Traffic Accident Investigation Equipment. /Ordinance 2006-63**
- d.) **Appropriation of Funds: City Hall Architectural Service / Site Preparation / Survey & Engineering. /Ordinance 2006-64**
- e.) **Regulating Towing and Recovery Rotation Services. /Ordinance 2006-65**
- f.) **Regulating Parking Within the City of Daphne. /Ordinance 2006-66**

9. COUNCIL COMMENTS

10. ADJOURN

**CITY OF DAPHNE
CITY COUNCIL MEETING**

ROLL CALL

CITY COUNCIL:

CALL VOTES

COUNCILMAN YELDING

PRESENT__ ABSENT__ _

COUNCILWOMAN BARNETTE

PRESENT__ ABSENT__

COUNCILMAN LAKE

PRESENT__ ABSENT__ _

COUNCILMAN BURNAM

PRESENT__ ABSENT__ _

COUNCILMAN SCOTT

PRESENT__ ABSENT__ _

COUNCILWOMAN LANDRY

PRESENT__ ABSENT__ _

COUNCILMAN PALUMBO

PRESENT__ ABSENT__ _

MAYOR

MAYOR SMALL

PRESENT__ ABSENT__ _

CITY CLERK:

DAVID L. COHEN

PRESENT___ ABSENT___

CITY ATTORNEY:

CITY ATTORNEY JAY ROSS

PRESENT__ ABSENT

MINUTE NOTES:

**CITY COUNCIL MEETING
MINUTES**

NOTES:

COMMITTEE RECOMMENDATIONS

**AUGUST 2, 2006
CITY OF DAPHNE
CITY COUNCIL
WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

1

COUNCIL MEMBERS PRESENT: Bailey Yelding; Cathy Barnette; John Lake arrived at 7:30 p.m.; Greg Burnam, Ron Scott; Regina Landry; August Palumbo.

Also present: Mayor Fred Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Jay Ross, City Attorney; Kim Briley, Finance Director; Capt. David Wilson, Police Department; Jeff Hudson, Gatlin & Hudson Architects; Chris Miller, South Alabama Regional Planning Commission.

1. CALL TO ORDER

Council President Burnam called the meeting to order at 6:15 p.m.

2. DISCUSS: RENOVATION OF CITY HALL / JEFF HUDSON

Mr. Hudson handed out to Council the cost estimate for the renovation of City Hall. He stated that the base price was 1%, \$6.9 million, under budget, which included cuts to the project. He stated that the estimate for including everything was at around \$8 million.

3. DISCUSS: IMPACT FEES / CHRIS MILLER / SOUTH AL REGIONAL PLANNING COMMISSION

Mr. Miller explained the legislation that will allow the city to implement impact fees. He outlined the process for the study. He stated that the study would cost around \$68,000, and could be reimbursed through the impact fees.

Council discussed proceeding very carefully before deciding whether to implement impact fees.

4. DISCUSS: AMENDING THE PERSONNEL HANDBOOK / SHARON CURETON, HR DIRECTOR

Mrs. Cureton discussed the problem with hiring from within when the position will be a promotion. She stated that you have to hire them in at the grade and only at step one. She stated that if they hire outside the city, the person can come in at a much higher salary. She wanted to report to the Council that she will have an Ordinance on the agenda at the Ordinance Committee meeting addressing this problem.

Mr. Lake arrived at 7:35 p.m.

**AUGUST 2, 2006
CITY OF DAPHNE
CITY COUNCIL
WORK SESSION
1705 MAIN STREET
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2

**5. DISCUSS: CUTTING THE UNDERBRUSH AT THE HOLIDAY INN EXPRESS
@TIMBERCREEK**

Council discussed allowing the owners of Holiday Inn Express to cut the underbrush along I-10 so that travelers on I-10 can see their sign. Mrs. Barnette stated that the owners mentioned that the development across I-10 had cut underbrush close to the interstate. Mr. Palumbo stated that this was his district and that the citizens did not want the brush to be cut.

6. DISCUSS: APPALACHEE PROJECT

Mrs. Barnette pointed out that the zoning for the project had expired, and so therefore needs to come back before the Planning Commission. Mr. Ross explained what had happened and said that his opinion differs from Mrs. Barnette's. The Council discussed the Land Use Ordinance and agreed that they should enforce the Ordinance.

11. ADJOURN

There being no further business to discuss, the meeting adjourned at 8:24 p.m.

Respectfully submitted by

David L. Cohen
City Clerk, MMC

Certification of Presiding Officer

Greg Burnam
Council President
Date & Time Signed:_____

**AUGUST 7, 2006
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

Fire Chief Mund Hanson gave the invocation.

COUNCIL MEMBERS PRESENT: Bailey Yelding arrived at arrived at 6:50 p.m.; Cathy Barnette; John Lake; Greg Burnam; Ron Scott; Regina Landry; August Palumbo.

Also present: Mayor Fred Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Buzz Jordan, Attorney; Meredith Turpin, Attorney; Bill Eady, Planning Director; Sharon Cureton, Human Resource Director; Richard Merchant, Building Official; Tonja Young, Library Director; Kim Briley, Finance Director; Mund Hanson, Fire Chief; David Carpenter, Police Chief; Ken Eslava, Public Works Director; David McKelroy, Recreation Director; Sandra Morse, Civic Center Director; Captain David Wilson, Police Department; Michele Hanson, Police Department; Tracy Bishop, Police Department; Judge Thomas Doyle; Scott Hutchinson, City Engineer; Melinda Immel, Volkert & Associates; Mickey Boykin, Daphne Museum; Al Guarisco, Village Point Foundation; John Coulter, IDB; .

Absent: Jay Ross, City Attorney.

3. APPROVE MINUTES:

MOTION BY Mrs. Barnette to adopt the Council Work Session minutes meeting held July 13, 2006. *Seconded by Mrs. Landry.*

AYE Barnette, Lake, Scott, Landry, Palumbo, Burnam NAY NONE OPPOSED

MOTION CARRIED

MOTION BY Mrs. Barnette to adopt the Council Meeting minutes meeting held July 17, 2006. *Seconded by Mrs. Landry.*

AYE Barnette, Lake, Scott, Landry, Palumbo, Burnam NAY NONE OPPOSED

MOTION CARRIED

**AUGUST 7, 2006
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

2

PUBLIC HEARING: Annexation Pollard Group, LLC / Property located southeast of
The Intersection of County Road 64 and Pollard Road / R-4
High Density Multi-Family Residential District

Mr. Justin Clements gave a presentation regarding the annexation and the requested zoning.

Council asked some questions of Mr. Clements.

Council President Burnam opened the Public Hearing at 6:38 p.m.

No one spoke.

Council President Burnam closed the Public Hearing at 6:39 p.m.

SWEARING IN OF POLICE OFFICERS: Maia Lewis, Tiffany Pelham, Donald Matt
Brandon Yokley, Ellizabeth Wiggins

Judge Thomas Doyle officiated the swearing in of the new Police Officers.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE – Scott

Mr. Scott stated that the next meeting will be Monday, August 14th at 4:00 p.m. in the Executive Council Chambers. He said that they are prepared to present the 2005 audit.

Mr. Jeff Allen of Allen and Allen, PC gave the summary of the audit.

B. BUILDINGS AND PROPERTY COMMITTEE – Lake

The minutes for the July 7th meeting are in the packet. No report.

C. PUBLIC SAFETY COMMITTEE – Burnam

The next meeting will be tomorrow at 4:30 p.m.

E. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Landry

The Committee will meet tomorrow at 5:30 p.m. and will be considering several Ordinances.

F. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Yelding

No report. The next meeting will be the fourth (4th) Wednesday of the month at 8:00 a.m.

Mr. Yelding arrived at 6:50 p.m.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Eady

Mr. Eady stated that the Board met August 4th with two (2) appeals one setback line at Camellia Court in the Whispering Pines Subdivision which was approved, one variance at Captain O’Neal which was denied.

B.) Downtown Redevelopment Authority / Barnette

No report.

C. Industrial Development Board – Yelding

No report.

D. Library Board – Lake

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

E. Planning Commission – Barnette

1.) Set Public Hearings for September 5, 2006.

MOTION BY Mrs. Barnette to set Public Hearings for September 5, 2006 to consider the following:

- a.) **Reset Public Hearing Amending the Village Overlay Map**
- b.) **Rezone: Cypress Point, LLC / Property located On U.S. Highway 98/ B-2, General Business District to MU, Multi-Use**
- c.) **Rezone: Utilities Board / Property located at On U.S. Highway 98 / B-2, General Business District to MU, Multi-Use**
- d.) **Rezone: Vernon & Sandra Morse / Property located on Randall Avenue / R-2, Medium Density Single Family Residential District to R-4, High Density Single Family Residential District**
- e.) **Annexation: Malbis Plantation – Interstate 10 / Property located on Interstate 10 / Requested B-2, General Business District Zoning.**
- f.) **Annexation: Malbis Plantation, Inc. / Property located U.S. Highway 90 West of the Eastern Shore Center / Requested B-2, General Business District Zoning**
- g.) **Amending the Land Use & Development Ordinance / Village Overlay District – Maximum Building Height**
- h.) **Amending the Land Use & Development Ordinance / Zoning Map**

Seconded by Mr. Scott.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

2.) **MOTION: Height Exception / Exceed 50 Foot Height by 17 Feet / Homewood Suites by Hilton**

MOTION BY Mrs. Barnette to approve the Height Exception for Homewood Suites by Hilton to exceed 50 feet limit. Seconded by Mr. Lake.

Mrs. Barnett amended her motion to include approval for a 17 feet exception.

Mr. Lake seconded the amendment.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

F. Recreation Board – Palumbo

Mr. Palumbo stated that the minutes for the July 12th meeting are in the packet. The Board will be having a special meeting on August 25th. He said that the Board elected Mr. Ed Nelson as chairman and Erick smith as secretary.

G. Utility Board – Scott

Mr. Scott stated that there are three (3) sets of minutes in the packet and the next meeting will be August 30th at 5:30 p.m.

6. REPORTS OF THE OFFICERS:

A. Mayor’s Report

a.) *Parade Permit / Baldwin County Martin Luther King, Jr. Celebration*

MOTION BY Mr. Lake to approve the parade permit for the Martin Luther King Day Commemorative March on January 15, 2007. Seconded by Mr. Yelding.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

B. City Attorney’s Report

No report.

C. Department Head Comments

Chief Carpenter – Police Chief – reported that school starts Thursday and they will have extra patrol out. He stated that he appreciated getting people hired.

Ken Eslava – Public Works Director - reported that they have purchased the building for the household hazardous waste. They are awaiting the drawings of the foundation at this time, and they

should receive those in a matter of a couple of weeks. He said that will be here, hopefully, in a month or two. He said that by early winter they will be accepting household hazardous waste.

Tonja Young – Library Director - reported that they have a new Children’s Librarian, and that story time will start back next week.

Mayor Small - thanked Mrs. Morse and everyone that helped her with the “Taste of the Eastern Shore” for the High School. He stated that everyone had a great time. The decorations were great, and the band was very good. Mayor Small reported on the Envision Mobile - Baldwin Transit meeting that he and Mr. Yelding attended. He said that BRATS and WAVE are going to start making runs back and forth from Mobile to the Eastern Shore and back, and from the Eastern Shore to Mobile and back. He said that BRATS has some other good ideas of trying to pick up the transit along with the Wave. He stated that there was a lot of discussion on the water taxi. Mayor Small stated that they hoped it would be a hover craft, because they are pulling very hard to get it into Bay Front Park, because the city’s access to deep water is very limited and especially if the street gets developed. The Mayor is pushing the hover craft because you can maneuver through shallow water with them. He stated that they will be meeting again and will report to the Council. He feels this will move forward faster than affordable housing.

7.) PUBLIC PARTICIPATION

Mr. John Petersen – 171 Country Club Drive – spoke regarding the requested appropriation of funds for the AL Storm Baseball Team.

Mrs. Tomasina Werner – 109 Brentwood Drive – spoke regarding improvements to the medians in Lake Forest.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS

- a.) Acceptance of Streets and Drainage /
 Krystal Ridge Subdivision...../Resolution 2006-65
- b.) Adopt Street Map...../Resolution 2006-66

MOTION BY Mrs. Barnette to waive the reading of Resolution 2006-65. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-65. *Seconded by Mrs. Landry.*
AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Resolution 2006-66. *Seconded by Mrs. Landry.*
AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-66. *Seconded by Mrs. Landry.*
AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES:

2ND READ

- a.) Repealing Ordinance 2001-12 and Re-Establishing Policy and Procedure for Improving Sewer Service for the Citizens of Daphne, AL/Ordinance 2006-47
- b.) Establishing General Gas Codes and a Schedule Of Gas Inspection Procedures/Ordinance 2006-48
- c.) Rezone: Country Club Development, LLC / 1.06 Acres) / Property Located on AL 181 Across from Austin Road (Bellaton - Phase Two) / B-1, Professional Business District to R-4, High Density Single Family Residential District. /Ordinance 2006-51
- d.) Rezone: Country Club Development, LLC / (.27 Acres) / Property Located on AL 181 Across from Austin Road (Bellaton, Phase Three) / R-3, High Density Single Family Residential District to R-4, High Density Single Family Residential District. /Ordinance 2006-52
- e.) Rezone: Country Club Development, LLC (.26 Acres) / (Bellaton, Phase Two) / Property Located on AL 181 Across from Austin Road / R-3, High Density Single Family Residential District to B-1, Professional Business District/Ordinance 2006-53

AUGUST 7, 2006
CITY COUNCIL MEETING
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DAPHNE, AL
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- f.) Amending Ordinance 2004-10 Relating to Building & Re-Inspection Fees/Ordinance 2006-55
- g.) Prohibiting Motor Vehicles Avoiding Traffic Control Devices or Stop Signs Within the City of Daphne/Ordinance 2006-56
- h.) Appropriation of Funds: AL Storm Baseball Team. /Ordinance 2006-57
- i.) Establish a New Position in the Planning Department /Ordinance 2006-58
- j.) Amending Job Classification Schedule. /Ordinance 2006-59

1ST READ

- k.) Annexation: Pollard Group / Property Located Southeast of the Intersection of County Road 64 & Pollard Road. /Ordinance 2006-61

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-47. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinance 2006-47. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCE 2006-48 WAS PULLED FROM THE AGENDA

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-51, 2006-52, and 2006-53. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinance 2006-51, 2006-52 and 2006-53. Seconded by Mr. Lake.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-55. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinance 2006-55. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Palumbo to waive the reading of Ordinance 2006-56. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Palumbo to adopt Ordinance 2006-56. Seconded by Mr. Yelding.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Scott to waive the reading of Ordinance 2006-57. Seconded by Mr. Palumbo.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Scott to adopt Ordinance 2006-57. Seconded by Mr. Palumbo.

Council discussed the Ordinance and after reviewing the letter from the City Attorney felt they could not support the appropriation.

ROLL CALL VOTE

Yelding	Nay	Landry	Nay
Barnette	Nay	Palumbo	Nay
Lake	Nay	Burnam	Nay
Scott	Aye		

AYE Scott NAY Yelding, Barnette, Lake, Landry, Palumbo, Burnam

MOTION FAILED

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-58. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinance 2006-58. Seconded by Mr. Scott.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-59. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinance 2006-59. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCE 2006-61 IS A 1ST READ

7. COUNCIL COMMENTS

Mr. Yelding commended Mrs. Morse and her staff for a great job on the “Taste of the Eastern Shore”.

Mrs. Barnette also commended Mrs. Morse, Rebecca, the Mayors assistant, and the other employees for the work they put in for the “Taste”. It was a job well done. She stated that BRAG is having a street party on August 12th from 6:00 – 8:00 p.m. She urged the Council to come to the party. She also asked if it was possible for the Beautification Committee to have a community garden. Mrs. Barnette asked that when an Ordinance is changed that the changes to the Ordinance (showing where the changes have been made with mark through and then show changes) should be included.

Mr. Yelding asked that the changes be highlighted in the Ordinances so it will be more specific.

Mr. Lake also complimented Mrs. Morse on the “Taste”. He stated that it was a fantastic event. He said that he heard nothing but compliments. He also complimented Mrs. Cureton on the Employee Health and Wellness Fair. He stated that the city’s increase in insurance is well below the National average. He complimented the employees and Mrs. Cureton and her staff for the low increase.

**AUGUST 7, 2006
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

Mr. Scott joined in with the compliments for Mrs. Morse for a great “Taste”. He said it was a super night. He also thanked the food vendors. He stated that the Civic Center is a great asset for the city.

Mrs. Landry stated that Mrs. Morse did a great job on the “Taste”. She said that there were more people there this year than last year.

Mr. Palumbo gave congratulations to the entire Civic Center staff for a great job on the “Taste”. He stated he is ready to start working on the budget and is waiting for his copy.

Council President Burnam stated that he was sorry he missed the “Taste”. He said that he is always there but could not get away to attend this year.

9. ADJOURN

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

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:44 P.M.

Respectfully submitted by,

David L. Cohen, City Clerk, MMC

Certification of Presiding Officer:

Greg Burnam

Council President

Date & Time Signed: _____

**CITY COUNCIL MEETING
STANDING COMMITTEE RECOMMENDATIONS:**

FINANCE COMMITTEE REPORT

BUILDINGS & PROPERTY COMMITTEE REPORT

PLANNING/ZONING/CODE ENFORCEMENT COMMITTEE REPORT

PUBLIC SAFETY/ORDINANCE COMMITTEE REPORT

PUBLIC WORKS/BEAUTIFICATION/MUSEUM COMMITTEE REPORT

**CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
August 14, 2006
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, Councilwoman Regina Landry, Finance Director Kim Briley, Senior Accountant Suz anne Henson, and Accountant Donna Page.

Also in attendance were Mayor Fred Small, Human Resources Director Sharon Cureton, Payroll and Benefits Coordinator Sherree Hilburn and Police Captain Scott Taylor.

II. ISSUES REQUIRING ACTION BY CITY COUNCIL

A. Prepaid Travel:

Ha Le Riggio (FiFi), Magistrate, Certification Training and Maintenance Training Institute for Municipal Court Clerks and Magistrates, October 10 – 13, 2006, Tuscaloosa AL - \$140.00

Motion by Mr. Yelding to recommend to Council to adopt a resolution approving prepaid travel for Ha Le Riggio in the amount of \$140.00 to attend the Certification Training and Maintenance Training Institute for Municipal Court Clerks and Magistrates in Tuscaloosa, Alabama, October 10 -13, 2006. Seconded by Ms. Landry.

B. Bids

1. 2006-HH-PD/Traffic Accident Investigation Equipment

Two bids were received for the Traffic Accident Investigation Equipment. Captain Taylor recommended that the lowest bid of \$16,399.99 from ASC Inc. be accepted. Mr. Scott noted that this equipment had been discussed at a prior committee meeting and authorization had been granted for the equipment to go out for bids.

Motion by Mr. Yelding to recommend to Council to adopt an ordinance appropriating funds and to adopt a resolution awarding bid number 2006-HH-PD/Traffic Accident Investigation Equipment in the amount of \$16,399.00 to ASC Inc. Seconded by Ms. Landry.

2. Dauphine Acres East – Phase III Contract No. 912905.10 Sanitary Sewer Improvements

Ms. Melinda Immel, PE, from Volkert & Associates, Inc. presented a tabulation of bids received for the Dauphine Acres East Phase III sanitary Sewer Improvements. Ms. Immel discussed that this project could not be completed previously because the City did not have easements to the properties. Ms. Immel recommended the low bid from R & B Contracting Co., Inc. with Additive Alternate "B" in the amount of \$949,424.23 be accepted. It was discussed that the sewer project with additive Alternate "B" would be a savings of \$57,544 over Alternate "A". Ms. Immel also noted that R & B Contracting has previously done work for the Utilities Board with good results.

Motion by Mr. Yelding to recommend to Council to adopt a resolution awarding Contract No. 912905.10 Sanitary Sewer Improvements to Serve Dauphine Acres East to R & B Contracting Co., Inc. in the amount of \$949,424.23 for the Base Bid & Additive Alternate 'B'. Seconded by Ms. Landry.

C. Architectural Fees – New City Hall Project:

Mr. Jeff Hudson with Gatlin Hudson Architects, discussed the Architectural fee for the City Hall Project. He stated that the fee is 7.5% of construction costs and that a total amount cannot be calculated until the bids come in. He stated that the blue prints should be complete by the end of this month and this would be about 70% of his work, but they would be involved throughout the project. Ms. Briley stated that the architectural bills received to date have been paid from the general fund; that these fees are part of the project cost, but as the project budget is \$ 7 million and construction estimates range from \$7-\$7.5 million, paying the architect/engineering fees out of the bond money would cut into other projects. Discussion was made on whether this fee should continue to be paid from the general fund or from the bond issue.

Motion by Mr. Yelding to recommend to Council to adopt an Ordinance to appropriate funds to pay the Architectural Fees (rate of 7.5% of construction cost) for the City Hall Project from the General Fund. Seconded by Ms. Landry.

D. Flexible Spending Accounts – Administrative Fee & Issuance of Debit Card

Ms. Hilburn presented information on the flexible spending plan. Mr. Ronnie Wallace from AFLAC was present to answer questions. It was discussed that other municipalities have had good success with use of debit cards for the participants and that most municipalities pay the administrative fee for the employees who participate. This would cost the city \$54 annually per participant; however this cost would be offset by the City's exemption from paying the 7.65% FICA tax on the amount employees spend under the flex plan. It was also discussed that the City would not be held responsible for any misuse of the debit cards.

Motion by Ms. Landry to recommend to Council to include the administrative fee in the FY 07 budget and to authorize the issuance of debit cards for the flexible spending plan accounts. Seconded by Mr. Scott. Opposed by Mr. Yelding.

E. Gulf Opportunity Zone Act Commercial Financing

1. Terry Thompson Chevrolet (withdrawn by Terry Thompson)
2. Tameron Honda

Tameron Honda has requested to make application with the State for Gulf Opportunity Zone Act. The "GO Zone" was established by Congress in the aftermath of Hurricane Katrina and one of the provisions of the Act provides a tax exempt financing status for certain commercial developments in the approved areas. The City is only the mechanism through which the application may begin and there is no liability or risk to the City. Once the applications are approved, the City would be asked to form a Commercial Development District or Authority, whereby the bonds will be issued.

Motion by Mr. Yelding to recommend to Council to authorize the Mayor to execute the documents necessary to allow Tameron Honda Eastern Shore to apply for Gulf Opportunity Zone Act financing. Seconded by Ms. Landry.

F. 2000 Warrant – Request to Pay-Off

Ms. Briley requested authorization to pay off the 2000 Warrants. The balance owed as of June 30, 2006 is \$256,100. Ms. Briley stated that by paying off the debt now instead of the December 2010 maturity date, the City would save approximately \$35,100 in interest. She also stated that this is the only debt obligation the City has outstanding that is eligible for pay off at this time.

Motion by Mr. Yelding to recommend to Council to authorize payment in full of the 2000 Warrants at a cost of approximately \$256,100. Seconded by Ms. Landry

G. Declare City Property Surplus- Equipment

Schedule A (three vehicles and one air compressor) was presented to be declared surplus property.

Motion by Ms. Landry to recommend to Council to adopt a resolution to approve schedule A as surplus property to be auctioned through Govedeals.com as contracted for the sale of said property. Seconded by Mr. Yelding.

H. Eastern Shore Chamber of Commerce Contract – Civic Center

A contract for services was presented from the Eastern Shore Chamber of Commerce in the amount of \$207.00. It was discussed that the City cannot be a member of the Chamber of Commerce, but can enter into a service agreement. This would ensure promotion by the Chamber of the City's Civic Center and Bayfront Park.

Motion by Mr. Yelding to recommend to Council to adopt a resolution to enter into an annual service agreement with the Eastern Shore Chamber of Commerce in the amount of \$207.00 to assist in the marketing of the Daphne Civic Center and Bayfront Park. Seconded by Ms. Landry.

I. Attorney Compensation

Mr. Scott presented a handout from Jay Ross detailing his request for an hourly rate increase from \$100.00 to \$140.00; the current monthly retainer of \$500.00 will remain the same. The change would be effective October 1, 2006 for FY 2007.

Motion by Ms. Landry to recommend to Council to increase the city attorney's hourly rate to \$140.00 per hour with a \$500.00 per month retainer fee effective October 1, 2006. Seconded by Mr. Yelding.

III. CURRENT BUSINESS

A. 2006 Limited Obligation Special Tax Warrants (Eastern Shore Park)

Ms. Briley discussed that this ordinance has been through several drafts. Ms. Briley noted that Mr. Burnam had approved this to be discussed at the Council Retreat and noted that Bond Counsel would be present to answer any questions. She stated the project is ready to move forward and requested that the ordinance be placed on the next council agenda for a first reading.

B. Retirees Cost of Living Increase – Retirement Systems of Alabama

The Alabama Legislature granted a cost-of-living increase of 7% to certain retirees of the Employees' Retirement System to be effective October 1, 2006. It was discussed that the City has 15 retirees who would be eligible if the City elects to grant the cost-of-living increase. It was further discussed that more information and cost estimates are needed. Discussion was made that the decision needs to be made before October 1, 2006.

Tabled pending additional cost information.

C. Reschedule September 11, 2006 Finance Meeting

The September 11, 2006 Finance Committee Meeting was changed to begin at 3:30 pm due to the Police and Fire Department's September 11 memorial program scheduled at City Hall.

D. Fiscal 2007 Budget

Mayor Small discussed his Budget letter. He presented some changes to the Legislative section that he has made since the budget books were printed and asked for the Committee's input, especially on the Legislative section since this covers the Council expenditures. Mayor Small also discussed moving the Rescue Squad from Public Works to back under the Fire department where it used to be. Also, he discussed changing the City's funding of the Rescue Squad from being part of the City's budget to an annual appropriation, where they would be responsible for their own budget. Discussion continued that the Budget would be discussed at the next Council Work Session.

E. Auditor

Ms. Briley noted that this is the final year of the City's contract with Allen & Allen Accounting, PC for conducting the annual audit. She discussed that four Requests for Proposals for the new contract were sent out, with two responding. (The other two firms could not accept the work load.) The lower proposal received was from Allen & Allen and the other received was from Smith, Dukes & Buckalew from Mobile; this proposal is \$30,500 higher over the next four years. (This is for a four year contract; the amount would be \$7,500.00 more per year.) Ms. Briley noted that Allen & Allen has been the City's auditor for the past nine years. Mr. Scott noted that Allen & Allen are subject to mandatory reviews of their work by an independent firm (Peer Review). Discussion continued regarding auditor rotation vs. retention. The committee noted this is the Mayor's decision and that they are agreeable with whichever way he chooses to go.

F. Donation Guidelines

Mr. Scott discussed that guidelines need to be set and followed regarding donation requests. Mr. Yelding noted that this needs to be put on a work session. Mr. Scott asked Ms. Briley to draft some guidelines as a starting point for discussion at a future Council Work Session.

IV. FINANCIAL REPORTS

A. Treasurer's Report: July 31, 2006

The Treasurer's Report of \$23,399,390.35 was presented. Ms. Briley noted that the total was down \$773,998.01; \$250,000 in the general fund, \$350,000 in debt service, and \$237,000 in Capital Reserve for the additional recreation property purchase (ingress & egress).

Motion by Ms. Landry to recommend to Council to accept the Treasurer's Report as of July 31, 2006, in the amount of \$23,399,390.35. Seconded by Mr. Yelding.

B. Sales and Use Taxes: June 30, 2006

The sales and use taxes collection spreadsheet and graphs as of June 30, 2006 were presented. Collections for June 2006 were \$1,024,091.07. This is \$71,096.59 over budget for the month and brings the total over budget for the year to \$924,348.77. Ms. Briley noted that this is \$41,227.61 over the same period last year and represents the lowest monthly increase this year.

**Ms. Landry left at 5:45 pm.

C. Lodging Tax Collections, June 30, 2006

The Lodging Tax Collections report shows \$57,338.25 collected for June 2006. Ms. Briley noted that this was another good month.

D. Review General Fund Financial Statements, June 30, 2006

Ms. Briley presented a General Fund Summary Statement of Revenues, Expenditures and Changes in Fund Balance for the month ended June 30, 2006, with comparative reports for the last five fiscal years. Revenues total \$14,837,000.00 or 80% of budget and departmental expenditures total \$10,437,292 or 67% of budget.

E. Report: New Business Licenses

The New Businesses report for July 2006 was presented.

F. Bills Paid Report, July 31, 2006

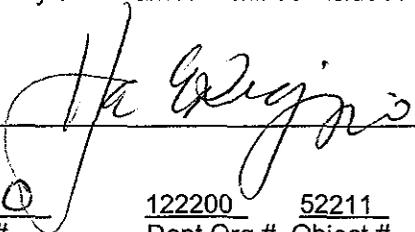
The Bills Paid Report was contained in Packet #2.

V. ADJOURN

The meeting was adjourned at 6:20 pm.

PREPAID TRAVEL REQUEST FORM	
EMPLOYEE NAME / TITLE	<i>Ha Le Riggio / Magistrate</i>
DEPARTMENT	Court
DATES OF TRAVEL	10/10/06-10/13/06
SCHOOL/ORGANIZATION	The University of Alabama
LOCATION FOR TRAINING: CITY / STATE	Tuscaloosa
REGISTRATION FEE	\$195.00
LODGING	(\$89.00+11% TAX/NIGHT)x(3 Nights)=296.37
TOTAL ADVANCE REQUESTED (\$35 x # OF DAYS)	\$ 140.00 (4 Days)

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

Employee Signature 


4290
122200
52211

 Department Head Approval Vendor # Dept Org # Object # Proj#

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

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

CITY OF DAPHNE

BID OPENING MINUTES

BID DOCUMENT NO: 2006-HH-PD/TRAFFIC ACCIDENT INVESTIGATION EQUIPMENT

AUGUST 14, 2006

11:30 A.M.

CITY HALL

Those present were as follows:

Ms. Suzanne Henson

Sr. Accountant

Captain Scott Taylor

Police

3 bid invitations were mailed/picked up , 2 sealed bids were received.

Captain Taylor opened the bid presented and the bids were read aloud as follows:

<u>VENDOR</u>	<u>TOTAL UNIT COST</u>
ASC Inc	\$16,399.00
Kara Company, Inc.	\$ 16,500.00



Suzanne Henson, Sr. Accountant

TO: KIM BRILEY
FROM: CAPTAIN SCOTT TAYLOR
RE: SEALED BIDS
DATE: AUGUST 14, 2006



On this date, two sealed bids were opened for the Traffic Accident Investigation Equipment, also known as a Total Work Station for the Police Department. I have reviewed these bids and I recommend that we accept the lowest bid of **\$16,399.00 from ASC Inc.**

Cc: Finance Committee

Dauphine Acres East
 Low Bid 949,424
 Engineering, Easements 100,000
 Total Project Estimate 1,049,424
 Budget < 920,000
 AdH App. 129,424

1999 Construction Fund:
 Sewer Projects
 June 30, 2006

Fund Balance, June 30, 2006 1,597,983 (net of Accts Recv)
 Required: In Progress/Design Projects* (1,722,440)
Required Funding (124,457)

	7-12-04 Revised Budget	Expended	Bdgt Adj:Actua Expend>Bdgt	Remaining Project Balance
*In Progress/Design Projects:				
South Highway 64	887,000	(44,931)	-	842,069
Dauphine Acres East (Phase III)	920,000	(39,629)	-	880,371
	1,807,000	(84,560)	-	1,722,440

Note:

Required Funding INCLUDES Resurfacing Estimates for the following projects:
 Dauphine Acres East 35,000



August 16, 2006

3809 Moffett Road (36618)
P.O. Box 7434
Mobile, Alabama 36670-0434
251.342.1070
Fax 251.342.7962
volkert@volkert.com

Contract No. 912905.10
Sanitary Sewer Improvements
to Serve Dauphine Acres East

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

Dear Mayor Small:

Enclosed is the Tabulation of Bids received on August 9, 2006 for the referenced project which reflects corrections made for units and quantities as detailed in the project addendums. Also, our office will return the original bids to each contractor at the appropriate time following contract award. The following is a summary of the total bid amounts submitted:

<u>Contractor</u>	<u>Total Base Bid Amount</u>	<u>Total Base Bid & Additive Alternate 'A' Amount</u>	<u>Total Base Bid & Additive Alternate 'B' Amount</u>
R & B Contracting Co., Inc.	\$938,521.13	\$1,006,968.73	\$949,424.23
Nordan Contracting Co., Inc.	\$1,334,006.28	\$1,452,373.86	\$1,348,402.65
Kent Construction Co., LLC	\$1,438,635.00	\$1,537,120.00	\$1,455,065.00
Gulf Equipment Corporation	\$1,698,339.20	\$1,828,414.20	\$1,721,459.70
Brunson Nichols Constr. Co., Inc.	\$1,721,714.42	\$1,829,522.36	\$1,744,428.82
W.R. Mitchell, Contractor, Inc.	\$1,957,249.00	\$2,136,012.80	\$1,979,121.50

We have reviewed the proposals and found them to be in order based on the revised units and quantities as detailed in the project addendums with the exception of mathematical errors in the bids of R & B Contracting Co. Inc., Kent Construction Co., LLC, Gulf Equipment Corporation, and W.R. Mitchell, Contractor, Inc., which did not change the order of the bids. Also, Kent Construction Co., LLC did not include a unit price for Pay Item PA-5 Bituminous Wearing Surface for Patch Surfacing in Additive Alternate 'B'.

Office Locations:

Birmingham, Foley, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia • Collinsville, Illinois
Baton Rouge, Louisiana • Tupelo, Mississippi • Raleigh, North Carolina • Chattanooga, Tennessee • Alexandria, Virginia • Washington, D.C.



Page 2 -- **Contract No. 912905.10**
Letter to Honorable Fred Small
RE: Recommendation of Award
August 11, 2006

R & B Contracting Co., Inc. submitted the low total bid amount of \$949,424.23 for the Base Bid and Additive Alternate 'B'. R & B Contracting Co., Inc. has indicated to Volkert representatives that they understand the scope of work and will be able to complete the work per the specifications for the amount detailed in the bid tabulation. The submitted total bid amount for the Base Bid and Additive Alternate 'B' is less than the current engineer's estimate. Therefore, if funding is available for this project, we recommend that R & B Contracting Co., Inc. be awarded this contract for the total bid amount of \$949,424.23 including the Base Bid and Additive Alternate 'B'. Also, we have reviewed these items with the City's attorney and it is our understanding that they concur with this recommendation.

Please call me at your convenience should you have any questions regarding these items.

Sincerely,

Melinda D. Immel, P.E.
Project Manager

/kvd

Enclosures

- c Ms. Kim Briley
- Mr. Rob McElroy, PE
- Mr. Danny Lyndall
- Mr. Terry Cawthron

TO: Mayor Small
FROM: Kim Briley, Finance Director
DATE: August 8, 2006

Approved For Finance Comm. Agenda

Signature

Date 8-9-06

RE: Gulf Opportunity Zone Act

Two requests have been received from commercial developers who wish to make application with the State for Gulf Opportunity Zone Act, "GO Zone", financing. As you may recall, the GO Zone was established by Congress in the aftermath of Hurricane Katrina. One of the provisions of the Act was to provide a tax exempt financing status for certain commercial developments in the approved areas, referred to as "zones". Daphne is located in an approved zone.

In order to obtain the tax exempt status, one of the requirements of the application is that the commercial developer receive authorization to apply via a "conduit issuer", which in this case is the City of Daphne. There is no liability or risk to the City—the City is only the mechanism through which the GO Zone application may begin.

Upon approval of the application by the State, the City of Daphne will be asked to form a Commercial Development District, or a like authority, whereby the bonds will be issued. The bond counsels of Miller, Hamilton, Snider, & Odom and Balch & Bingham will prepare the necessary documents at the expense of the developers.

In order to proceed, a motion needs to be made at the August 21, 2006 City Council meeting:

"The Mayor is authorized to execute the documents necessary to allow Terry Thompson Chevrolet and Tameron Honda Eastern Shore to apply for Gulf Opportunity Zone Act financing."

TAMERON AUTOMOTIVE GROUP, INC.

TAMERON HONDA · Acura of Memphis
TAMERON HONDA EASTERN SHORE

August 7, 2006

Mayor Fred Small
City of Daphne
1705 Main Street
Daphne, Alabama 36526

Re: GO Zone Tax-Exempt Financing Totaling \$8,000,000

Dear Mayor Small:

As you are aware Tameron Properties, LLC has purchased approximately 8.10 acres of property in the Eastern Shore Park being developed by Aronov Realty at the southwest corner of the intersection of I10 and Highway 181 in Daphne.

Tameron Properties, LLC will construct a new Honda dealership facility of approximately 60,000 square feet in size for an estimated cost of \$7,000,000, to be utilized by Tameron Automotive Eastern Shore, LLC d/b/a Tameron Honda Eastern Shore. In addition, Tameron Automotive Eastern Shore, LLC will furnish the new facility with furniture, fixtures and equipment for an estimated capital investment of \$1,000,000. Tameron Automotive Eastern Shore, LLC plans to employ an additional 40 local employees with an estimated annual increase in salaries of \$1,200,000.

I have attached a draft of the Application For Gulf Opportunity Zone Act of 2005 Tax-Exempt Bonds that we respectfully request the City of Daphne file with the State of Alabama on behalf of Tameron Properties, LLC and its affiliate Tameron Automotive Eastern Shore, LLC.

Mayor, we at Tameron are proud to be a part of this new economic development project for the City of Daphne.

Sincerely,



Thomas M. Acheson
Manager

CC. Kim Briley, Finance Director

**APPLICATION FOR
Gulf Opportunity Zone Act of 2005
Tax-Exempt Bonds**

State Office Completes

Approved:
Allocation Amount: \$
Allocation Expires:
Assigned Number:

- (1) Name, address, phone number, and email of Applicant (Issuer):

City Of Daphne
P. O. Box 400
Daphne, AL 36526
(251) 621-9000
kmbriley@bellsouth.net

Note: The Application is submitted by the City of Daphne, but the bonds will be issued by a capital improvement cooperative district or other appropriate public authority to be created by the City.

- (2) Bonds being issued for the benefit of :
Tameron Properties, LLC and its affiliate Tameron Automotive Eastern Shore,
LLC d/b/a Tameron Honda Eastern Shore
1302 Highway 98
Daphne, AL 36526

- (3) Name and address of Bond Counsel:
Lee Martin
Miller, Hamilton, Snider & Odom LLC
505 20th Street North, Suite 1200
Birmingham, AL 35203

- (4) Requested allocation for GO Zone Bonds: \$ 8,000,000.00

- (5) Is the project to replace property damaged or destroyed by Hurricane Katrina?
Yes _____ No x

Percent of GO Zone allocation that will be used to replace property damaged or destroyed by Hurricane Katrina? 0%

- (6) Project name and a brief description of each project. Include the location of each project and amount requested for each project. Include information on the

number of jobs, capital investment, and salary range or attach an inducement letter.

Tameron Properties, LLC will build approximately 60,000 square feet of buildings for an estimated cost and requested amount of \$7,000,000, to be utilized by Tameron Automotive Eastern Shore, LLC. The new Honda dealership facility will be constructed as part of the Eastern Shore Park at the southwest corner of the intersection of I10 and Highway 181 in Daphne, Alabama. In addition, Tameron Automotive Eastern Shore, LLC will furnish the new facility with furniture, fixtures and equipment for an estimated capital investment and requested amount of \$1,000,000. Tameron Automotive Eastern Shore, LLC plans to employ an additional 40 local employees with an estimated annual increase in salaries of \$1,200,000.

(7) Would any of the project(s) you are requesting an allocation from GO Zone Bonds be eligible for Volume Cap or any other tax-exempt financing? Yes _____
If yes, please attach an explanation. No x

(8) ISSUER CERTIFICATION: On behalf of the City of Daphne, I certify that the issuer has been provided with information satisfactory to it indicating that the source of payment available to pay anticipated debt service on the bonds to be issued to finance the project(s) described in this application are expected to be adequate for such purpose and that all the information contained in this application is, to the best of my knowledge, in all parts true and correct.

Signed: _____ Title: _____ Date: _____

(9) Opinion of Bond Counsel: I have reviewed the above application and I am of the opinion, based on information provided to me by the Issuer, that the project(s) described in the application meets the qualifications under the Gulf Opportunity Zone Act of 2005 "Act" for an allocation of GO Zone Bonds and the Issuer is qualified under the act to issue the bonds to finance the project(s) described in the above application.

Signed: _____ Firm: _____ Date: _____

**Please provide a contact person, their telephone number and e-mail address.
Return form to: Department of Finance, Attn: Pat Haigler
c/o Debt Management Division
100 North Union Street, Room 224
Montgomery, AL 36130
Phone: (334) 353-3328**

TO: Finance Committee

FROM: Kim Briley, Finance Director

DATE: July 25, 2006

RE: Pay-Off: 2000 Warrants

Approved For Finance Comm. Agenda

Signature

Date

This is to request authorization to pay-off the 2000 Warrants. As of June 30, 2006, principal outstanding is \$ 256,100. By paying the debt in full in August instead of the December 2010 maturity date, approximately \$ 35,100 in interest will be "saved."

This is the only remaining debt obligation the City has outstanding that is eligible for pay-off at this time.

**RESPONSE OF OTHER MUNICIPALITIES ON FLEXIBLE SPENDING ACCOUNTS
AND USE OF DEBIT CARDS**

Municipality	Use of Debit Card	City Pays Fee	Comments
Robertsdale	Yes	Yes	Debit card well received by Employees. Reduction in Payroll taxes has paid for the Administrative Fees.
Auburn	Yes	Yes	One misuse noted (purchased milk) - which employee repaid – no problem.
Hoover	Yes	Yes	No misuse of debit card noted.
Baldwin County	Yes	Yes	
Tuscaloosa	Yes	Yes	
Montgomery	Yes	Yes	
Prattville	Yes	Yes	City paying the administrative fee saves on payroll taxes & encourages participation from employees.

No municipality responded that they match the employee contribution – although some thought it may be a good idea/benefit tool in connection with insurance on “Being Healthy” issues.

No FSA:

Florence	Shelby County – Interested in starting FSA
Muscle Shoals	Houston County
Hartselle	

Fraud and misuse of card

As far as misuse of the debit card, the City is not responsible – the employee is the taxpayer and it is their responsibility. The TPA is responsible for monitoring the accounts of employees for eligible expenses. If the TPA determines that fraud has occurred, they will turn the card off and the employee will no longer be eligible.

Employees should be encouraged to keep their receipts in case they are audited and asked to produce receipts for auditing purposes by the TPA. In the event of an employee terminating employment, the TPA is to be notified and card is turned off (can not use) and any funds they have spent but not paid into the account may be deducted from the last paycheck.

Administrative Fee Cost

If the employee has to pay the administrative fee, the cost will be \$54 annually. The employee will not see any cost saving for the first \$800 the employee places into the FSA account. The annual fee expense would be as much or more than the tax savings. (See Example)

Example:

\$500.00	Unreimbursed Medical Benefit Election
<u>54.00</u>	Annual administrative fee
\$554.00	Tax free expense
<u>x .0765</u>	(7.65%) FICA tax savings
\$ 42.38	Total tax savings

In this example, the cost of the admin fee is more than the tax savings to the employee. I do not anticipate many employees deducting a lot of money until they are sure how it will benefit them. They will try it at a small amount at first to see how it will save them money.

If the City pays the administrative fee

Assume 60 employees sign up for Unreimbursed Medical and Dependent Day Care:

\$ 54.00	Annual admin fee	\$42,350.00	Employee Benefit Election expenses
<u>x 60</u>	# of Employees	<u>.0765</u>	(7.65%) FICA tax savings
\$3240.00	Cost to the City	\$ 3,239.78	Tax Savings to the City

In this example, any benefit elections above \$42,350 would result in savings to the City. Last fiscal year just 24 employees had benefit elections of \$41,968.74. This alone shows that the City will still see a savings of tax dollars.

August 11, 2006

VIA EMAIL ONLY: ronscott5@bellsouth.net

Mr. Ron Scott, Finance Committee
CITY OF DAPHNE
Post Office Box 400
Daphne, Alabama 36526

RE: ATTORNEY COMPENSATION

Dear Mr. Scott:

Several weeks ago, you requested that I provide you and the other members of the Finance Committee with a brief overview of my current attorney fees for representation of other governmental entities and a proposal for an increase in my hourly rate on behalf of my representation for the City of Daphne.

As you may be aware, I have served as the attorney for the Daphne Planning Commission since approximately 1998, at which time the hourly rate was \$100.00 per hour. In the fall of 2000, I was given the privilege of becoming the interim City attorney and in January 2001 I was designated as the City attorney. The hourly compensation remained at \$100.00 per hour, but did include a monthly retainer of \$500.00. Over the passage of time, the hourly rate has remained at \$100.00 per hour. The \$500.00 monthly retainer is not credited against any hourly rate, and is thought to serve as a small retainer to guarantee the presence of the City attorney.

Both costs and time demands have now increased and the work has become much more complex. As such, the need has arisen to explore an increase in the hourly rate to help offset the costs associated with doing

business.

Presently, some of the governmental entities I represent include the County of Mobile for which compensation is at the rate of \$150.00 per hour and also provides reimbursement for seminars, travel, and travel related expenses so long as it is incidental to and a part of County business. I also represent the City of Bayou La Batre. This work is divided into a variety of categories with majority of the rate billed at \$200.00 per hour and some at \$100.00 per hour. I represent the Bayou La Batre Utilities Board, and that hourly rate is also broken down to \$200.00 per hour for the majority of the work and some of the work is at \$100.00 per hour, although there is a motion pending by the Chairman to raise the minimum rate to \$150.00 per hour. I represent Mobile County Water, Sewer and Fire Protection Authority, which pays \$130.00 per hour and Grand Bay Water Authority at a similar rate. Until February 2006, I represented the Lake Forest Property Owners' Association, Inc., and that rate was \$135.00 per hour. I also represent the Town of Mt. Vernon, whose rate is currently at \$100.00 per hour. Additionally, my rates for private clients average between \$160.00 and \$210.00 per hour.

In an effort to provide comparison information in this letter to you, I have become aware of what other attorneys are charging in the Baldwin County and Mobile County areas for representing the City and County government. Those rates average between \$150.00 and \$200.00 per hour. I am also aware that other attorneys, outside my firm, that perform legal work for the City's separate related entities may be charging as much as \$200.00 per hour.

Without a doubt, it is a pleasure and an honor to represent the City of Daphne. I will continue to strive and make changes both personally and professionally to provide the very best service that I can for the City, yet the cost of doing business is ever increasing. My suggested proposal is to modify the rate to the sum of \$140.00 per hour for all hourly rate work with the monthly retainer to remain at \$500.00.

I will respect and honor whatever the Finance Committee recommends and the Council's ultimate decision concerning this request. I do appreciate your consideration regarding this increase, and I will be pleased to answer any questions that the Committee may require.

Respectfully submitted,

JAY M. ROSS

08/04/2006
10:20:23

CITY OF DAPHNE
ACCOUNT TRIAL BALANCE FOR FY06/OCT TO JUL

FUND 1000

PAGE 1
glatrbal

ACCOUNT	ACCOUNT NAME	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
PER	JNL	SRC EFF DATE REFERENCE					

1000-20-262-31-0-53250	ARCHITECTURAL SERVICES	126231	.00				
* 2	79 API	11/14/05 111007 0506	GATLIN HUDSON A	16,875.00		16,875.00	
* 4	54 API	01/09/06 111007 3-NW-CH	GATLIN HUDSON A	27,000.00		43,875.00	
* 5	34 API	02/03/06 111007 4	GATLIN HUDSON A	13,500.00		57,375.00	
* 6	30 API	03/03/06 111007 5-NEW-CH	GATLIN HUDSON A	12,375.00		69,750.00	
* 7	45 API	04/10/06 111007 6	GATLIN HUDSON A	9,000.00		78,750.00	
* 8	214 API	05/31/06 111007 7-NEW-CH	GATLIN HUDSON A	34,910.05		113,660.05	
* 9	180 API	06/26/06 111007 8-CH	GATLIN HUDSON A	13,500.00		127,160.05	
10	45 API	07/07/06 111007 9-CH	GATLIN HUDSON A	16,949.69		144,109.74	
			.00	144,109.74	.00	144,109.74	144,109.74

TOTALS FOR FUND 1000							
GENERAL FUND			.00	144,109.74	.00	144,109.74	144,109.74

REPORT TOTALS			.00	144,109.74	.00	144,109.74	144,109.74

> Continue to pay out of
General Fund - or out of
bond proceeds?

Kim

From: Jeff Hudson III [jeffh@gatlinhudson.com]
Sent: Thursday, August 03, 2006 1:48 PM
To: kmbriley@bellsouth.net
Subject: FW: Revised City Hall Estimate

7.5% 525,000
Civil Engineering 10,000

Kim,

Here is the revised one.....

- The Architectural/Electrical/Mechanical/Plumbing Engineering Fee is 7.5% of the Cost of the Work (estimated at 7m). The Civil Engineer (HMR) is contracted directly with the City, I don't know their fee.
- JEFF

From: Jeff Hudson III [mailto:jeffh@gatlinhudson.com]
Sent: Wednesday, August 02, 2006 7:54 PM
To: 'Becky'
Cc: Fred Small (mayorsmall@bellsouth.net)
Subject: Revised City Hall Estimate

Becky,

Would you please forward this revised estimate to the City Council.

Thanks.

Jeff B. Hudson III, AIA
Gatlin Hudson Architects
P.O. Box 1185
Daphne, Alabama 36526
251-626-5514 wk
251-626-7321 fx

August 2, 2006

CITY OF DAPHNE PROJECT:

New Daphne City Hall

Gatlin Hudson Architects

Project No: 0506

CONSTRUCTION COST ESTIMATE

	Price / SF	Square Feet	7m Budget	Cost	BASE BID ESTIMATE
1 New Addition	184.49	30,710		5,665,626	
2 Minor Renovation of Existing	31.27	10,397		325,093	
3 Sitework (Allowance)				29,997	
4 Contingency / Inflation Factor (10%)				602,072	
5 ESTIMATOR'S SUBTOTAL				6,622,788	
6 Add to Sitework (Civil Engineers Estimate)				319,980	
7 BASE BID ESTIMATE	168.90	41,107	-0.9%	6,942,768	

8 Add to Complete Entire Renovation of Existing Building	59.11	10,397		614,585	ADD ALTERNATE ESTIMATE
9 ADD ALTERNATE ESTIMATE	183.85	41,107	8.2%	7,557,353	

10 The building will be designed for a future 3rd Floor of approximately 3,500 sf.

11 The concrete roof and roof terrace have been eliminated in order to save money.

Signature

CITY OF DAPHNE INTEROFFICE MEMORANDUM

TO: SUZANNE HENSON, SENIOR ACCOUNTANT
FROM: SANDRA MORSE, CIVIC CENTER DIRECTOR
SUBJECT: FINANCE COMMITTEE MEETING AGENDA REQUEST
DATE: 7/14/2006
CC: KIM BRILEY, FINANCE DIRECTOR; BECKY HAYES, ASSISTANT CITY CLERK

I RECEIVED AN INVOICE FROM THE CHAMBER OF COMMERCE FOR ANNUAL MEMBERSHIP DUES. PER KIM BRILEY, THE REQUEST MUST BE SENT TO THE FINANCE COMMITTEE FOR RECOMMENDATION AND TO FULL COUNCIL BEFORE PAYMENT CAN BE MADE. WILL YOU PLEASE INCLUDE THIS REQUEST ON THE NEXT FINANCE COMMITTEE AGENDA?

PLEASE NOTE ON THE ATTACHED "CONTRACT FOR SERVICES", WE HAVE IN THE PAST INCLUDED (SEE ITEM 5) A STATEMENT THAT THE CONTRACT MAY BE RENEWED BY MUTUAL AGREEMENT BETWEEN THE PARTIES. I WOULD LIKE TO INCLUDE THIS STATEMENT IN THE NEW CONTRACT SO THAT IN FUTURE WE CAN RENEW THE CONTRACT WITHOUT HAVING TO GO THROUGH THE FINANCE COMMITTEE OR COUNCIL. I'M ATTACHING A COPY OF THE RESOLUTION AND CONTRACT WE'VE USED IN THE PAST. I'M ALSO INCLUDING THE NEW INVOICE WITH UPDATED INFORMATION YOU WILL NEED.

PLEASE KEEP ME INFORMED REGARDING THE PROCESS SO I CAN LET THE CHAMBER KNOW WHEN THEY CAN EXPECT PAYMENT. THANK YOU VERY MUCH FOR YOUR HELP AND PLEASE FEEL FREE TO CONTACT ME IF YOU HAVE ANY QUESTIONS OR CONCERNS.

SCM

/DB

ATTACHMENTS

TREASURER'S REPORT

As of July 2006

TO: FINANCE COMMITTEE

FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

<u>ACCT TITLE</u>	<u>BANK</u>	<u>BALANCE</u>
GENERAL FUND & ENTERPRISE FUNDS		
MMA ACCT	COMPASS	\$6,708,285.21
OPERATING ACCT	COMPASS	(\$333,536.61)
PAYROLL ACCT	COMPASS	(\$7,809.92)
MUNICIPAL COURT	COMPASS	<u>\$264,290.72</u>
		\$6,631,229.40
SPECIAL REVENUES FUND		
SAIL SITE	FIRST GULF	\$2,233.34
4 CENT GAS TAX	FIRST GULF	\$172,300.45
7 CENT GAS TAX	FIRST GULF	<u>\$177,895.57</u>
		\$352,429.36
CAPITAL PROJECTS FUND		
CDBG LOAN REPAY	COMPASS	\$704.51
CAPITAL RESERVE	WACHOVIA	\$3,883,731.95
97 WARRANT CONS	WACHOVIA	\$5,039.29
99 WARRANT CONS	REGIONS	\$550,319.47
2000 CONSTRUCTION	REGIONS	\$90,601.19
2006 CONSTRUCTION	WACHOVIA	<u>\$10,494,300.52</u>
		\$15,024,696.93
DEBT SERVICE FUND		
DEBT SERVICE	WACHOVIA	\$1,391,034.66
		<u>\$23,399,390.35</u>

SALES & USE TAXES

ACTUAL COLLECTIONS

	1999	2000	2001	2002	2003	2004	2005	2006
October	505,823.52	523,515.85	565,075.77	671,699.04	636,482.64	697,830.58	833,700.71	932,634.66
November	477,755.53	535,573.14	591,377.80	650,308.98	646,534.10	710,788.74	814,666.03	901,512.38
December	677,887.14	730,634.15	803,488.81	858,086.66	892,208.68	941,151.87	1,091,073.78	1,168,443.68
January	486,672.84	504,442.87	557,344.42	639,638.85	590,727.65	697,083.68	771,837.83	887,468.11
February	493,808.01	540,963.07	587,990.90	602,215.06	632,654.31	688,421.54	788,825.08	878,123.66
March	604,374.14	595,340.89	682,504.29	710,960.77	705,390.20	848,156.86	917,832.17	1,081,774.83
April	546,895.63	535,336.42	649,639.77	629,853.17	692,148.44	752,039.55	863,144.81	968,760.72
May	552,248.34	618,037.66	684,188.67	668,867.28	702,692.15	757,610.49	867,446.44	1,000,424.48
June	592,710.00	657,414.17	693,747.71	731,684.73	752,668.04	818,209.20	982,863.46	1,024,091.07
July	556,101.54	627,156.12	622,924.98	679,602.58	721,790.90	803,051.14	908,576.13	
August	572,426.86	618,088.96	652,404.99	657,027.91	739,993.63	745,320.33	869,818.11	
September	567,326.23	623,657.72	660,492.09	644,827.41	715,641.36	830,260.80	998,476.08	
Totals	6,634,029.78	7,110,160.82	7,751,180.20	8,144,772.44	8,428,932.10	9,289,924.78	10,708,260.63	8,843,233.59

FY 2006 BUDGET/ACTUAL COMPARISONS

	Actual- 2006	Budget	Monthly Variance	YTD Variance	% of Budget
October	932,634.66	825,474	107,160.68	107,160.68	12.98%
November	901,512.38	820,652	80,860.42	188,021.10	9.85%
December	1,168,443.68	1,100,098	68,345.56	256,366.66	6.21%
January	887,468.11	785,065	102,403.51	358,770.17	13.04%
February	878,123.66	787,808	90,316.12	449,086.29	11.46%
March	1,081,774.83	923,786	157,988.83	607,075.12	17.10%
April	968,760.72	852,157	116,604.14	723,679.26	13.68%
May	1,000,424.48	870,852	129,572.92	853,252.18	14.88%
June	1,024,091.07	952,994	71,096.59	924,348.77	7.46%
July		903,547			0.00%
August		875,817			0.00%
September		920,338			0.00%
Totals	8,843,233.59	10,618,586	924,348.77		

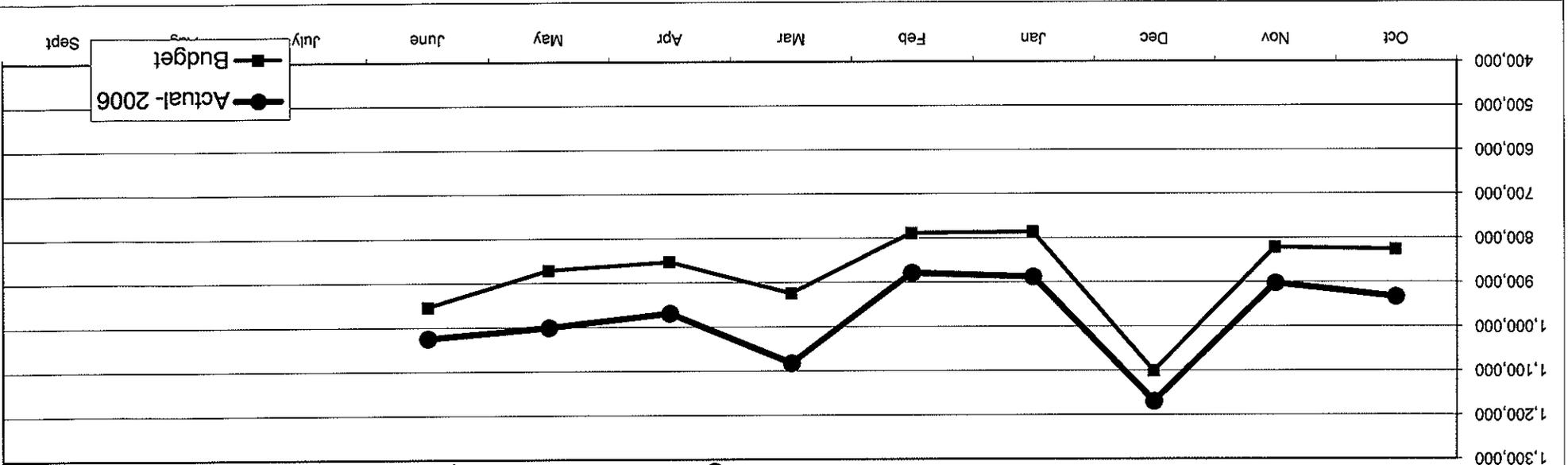
FISCAL YEAR COMPARISONS

	<u>\$ Change</u>							<u>Percent Change</u>						
	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006
October	17,692.33	41,559.92	106,623.27	(35,216.40)	61,347.94	135,870.13	98,933.95	3.50%	7.94%	18.87%	-5.24%	9.64%	19.47%	11.87%
November	57,817.61	55,804.66	58,931.18	(3,774.88)	64,254.64	103,877.29	86,846.35	12.10%	10.42%	9.97%	-0.58%	9.94%	14.61%	10.66%
December	52,747.01	72,854.66	54,597.85	34,122.02	48,943.19	149,921.91	77,369.90	7.78%	9.97%	6.80%	3.96%	5.49%	15.93%	7.09%
January	17,769.83	52,901.75	82,294.43	(48,911.20)	106,356.03	74,754.15	115,630.28	3.65%	10.49%	14.77%	-7.65%	18.00%	10.72%	14.98%
February	47,155.06	47,027.83	14,224.16	30,439.25	55,767.23	100,403.54	89,298.58	9.55%	8.69%	2.42%	5.05%	8.81%	14.58%	11.32%
March	(9,033.25)	87,163.40	28,456.48	(5,570.57)	142,766.66	69,675.31	163,942.66	-1.49%	14.64%	4.17%	-0.78%	20.24%	8.21%	17.86%
April	(11,559.21)	114,303.35	(19,786.60)	62,295.27	59,891.11	111,105.26	105,615.91	-2.11%	21.35%	-3.05%	9.89%	8.65%	14.77%	12.24%
May	65,789.32	66,151.01	(15,321.39)	33,824.87	54,918.34	109,835.95	132,978.04	11.91%	10.70%	-2.24%	5.06%	7.82%	14.50%	15.33%
June	64,704.17	36,333.54	37,937.02	20,983.31	65,541.16	164,654.26	41,227.61	10.92%	5.53%	5.47%	2.87%	8.71%	20.12%	4.19%
July	71,054.58	(4,231.14)	56,677.60	42,188.32	81,260.24	105,524.99		12.78%	-0.67%	9.10%	6.21%	11.26%	13.14%	
August	45,662.10	34,316.03	4,622.92	82,965.72	5,326.70	124,497.78		7.98%	5.55%	0.71%	12.63%	0.72%	16.70%	
September	56,331.49	36,834.37	(15,664.68)	70,813.95	114,619.44	168,215.28		9.93%	5.91%	-2.37%	10.98%	16.02%	20.26%	
Annual \$ Change	476,131.04	641,019.38	393,592.24	284,159.66	860,992.68	1,418,335.85		7.18%	9.02%	5.08%	3.49%	10.21%	15.27%	

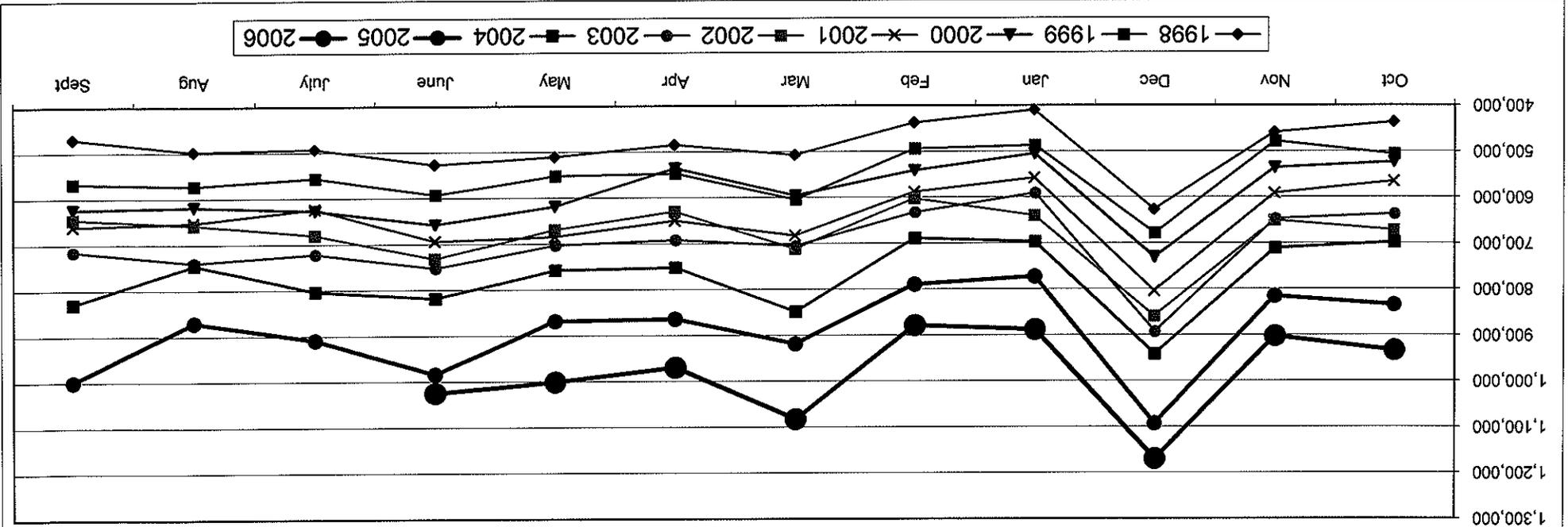
TOTAL collections: FY 05	10,708,261
TOTAL est. bdgt coll: FY 06	10,618,586
Budgeted Dollar Variance 05/06	(89,675)
Budgeted Percent Variance 05/06	-0.84%

TOTAL collections: 6-30-06	8,843,234
Budgeted: 10-1-05 to 6-30-06	7,918,885
Actual Coll(>)Budget, 6-30-06	924,349
% Over/(Under) Budget, 6-30-06	11.67%

Fiscal 2006: Sales & Use Tax Budget vs. Actual Comparison



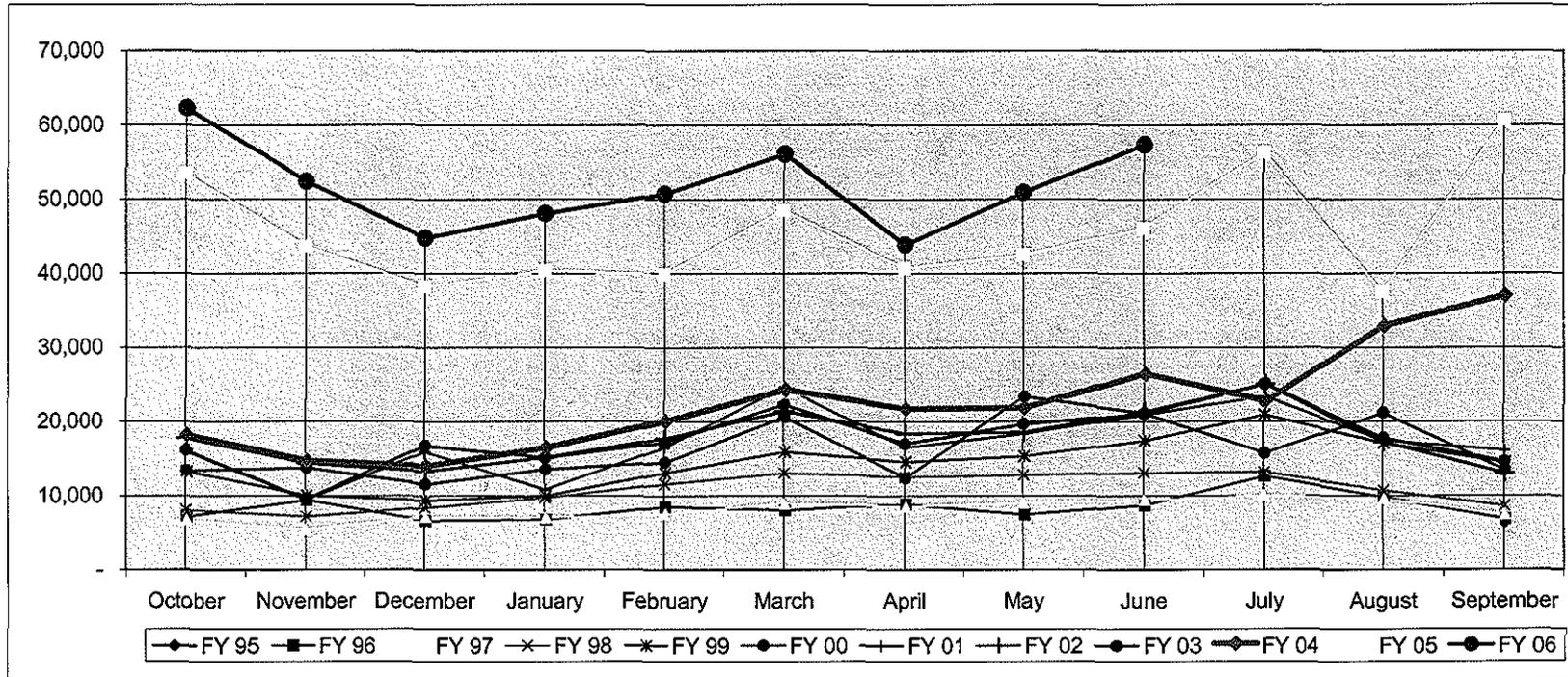
Sales & Use Tax Comparisons



Monthly Lodging Tax Collections

	<u>FY 95</u>	<u>FY 96</u>	<u>FY 97</u>	<u>FY 98</u>	<u>FY 99</u>	<u>FY 00</u>	<u>FY 01</u>	<u>FY 02</u>	<u>FY 03</u>	<u>FY 04</u>	<u>FY 05</u>	<u>FY 06</u>
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
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
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
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
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
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
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
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
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
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	
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	
September	<u>6,371.27</u>	<u>6,806.02</u>	<u>7,400.70</u>	<u>8,586.97</u>	<u>14,397.17</u>	<u>13,393.86</u>	<u>16,116.04</u>	<u>12,997.60</u>	<u>14,563.86</u>	<u>36,847.13</u>	<u>60,635.33</u>	
Total	6,371.27	100,428.26	96,406.17	128,825.48	170,726.13	193,945.54	205,978.62	212,999.73	211,754.69	269,317.22	547,535.15	466,011.70

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



<u>FY 2006 Budget</u>
617,000
<u>% Budget Collected,</u>
<u>6/30/2006</u>
76%

GENERAL FUND

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

For the Month Ended June 30, 2006

with comparatives: 6-30-01; 6-30-02; 6-30-03; 6-30-04; and 6-30-05

	6/30/2001	6/30/2002	6/30/2003	6/30/2004	6/30/2005	6/30/2006	Amended Budget	Budgetary Variance Over/(Under)	% Budget
Revenues									
Sales, Use, & luxury Taxes	5,400,163	5,739,117	5,814,251	6,427,771	7,314,627	8,204,591	11,143,334	(2,938,743)	-26%
Payment in Lieu of Taxes	214,503	176,682	128,711	187,510	146,566	211,687	1,243,500	(1,031,813)	-83%
Ad Valorem Taxes	2,201,760	2,346,877	2,511,925	2,761,569	2,807,699	3,100,723	3,267,000	(166,277)	-5%
Licenses & Permits	646,411	615,392	1,475,487	1,597,896	1,643,944	1,868,206	1,740,220	127,986	7%
Other Revenues	870,193	837,555	881,971	934,879	848,080	1,451,793	1,072,992	378,801	35%
Total Revenues	9,333,030	9,715,623	10,812,344	11,909,625	12,760,916	14,837,000	18,467,046	(3,630,046)	-20%
Expenditures									
General Government									
Personnel	823,488	904,217	890,903	1,008,466	1,071,419	1,134,279	1,639,748	(505,469)	-31%
Operating	523,676	532,034	581,039	597,993	633,166	665,819	1,099,031	(433,212)	-39%
Capital	69,991	131,618	45,070	36,477	6,920	127,160	58,050	69,110	119%
	1,417,155	1,567,869	1,517,013	1,642,936	1,711,505	1,927,258	2,796,829	(869,571)	-31%
Public Safety									
Personnel	2,525,540	2,712,073	2,608,769	2,868,823	3,052,133	3,378,041	4,953,127	(1,575,086)	-32%
Operating	552,153	523,649	563,361	588,201	611,740	809,347	1,192,346	(382,999)	-32%
Capital	136,141	74,396	261,607	188,061	83,051	234,070	289,206	(55,136)	-19%
	3,213,833	3,310,118	3,433,738	3,645,085	3,746,924	4,421,458	6,434,679	(2,013,221)	-31%
Public Works									
Personnel	1,283,765	1,287,538	1,222,266	1,333,948	1,422,043	1,458,663	2,119,377	(660,714)	-31%
Operating	733,674	783,720	657,025	730,720	801,861	955,015	1,368,936	(413,921)	-30%
Capital	30,701	9,261	84,369	170,094	112,715	516,079	924,026	(407,947)	-44%
	2,048,140	2,080,519	1,963,660	2,234,761	2,336,619	2,929,756	4,412,339	(1,482,583)	-34%
Parks & Recreation									
Personnel	518,086	581,859	549,880	628,880	684,142	697,300	1,107,532	(410,232)	-37%
Operating	288,354	331,346	359,293	411,560	475,239	451,020	729,044	(278,024)	-38%
Capital	22,157	5,680	25,091	25,191	46,767	10,500	-	10,500	#DIV/0!
	828,596	918,885	934,265	1,065,630	1,206,148	1,158,820	1,836,576	(677,756)	-37%
Total Departmental									
Personnel	5,150,879	5,485,686	5,271,819	5,840,116	6,229,737	6,668,283	9,819,784	(3,151,501)	-32%
Operating	2,097,857	2,170,751	2,160,719	2,328,473	2,522,007	2,881,201	4,389,357	(1,508,156)	-34%
Capital	258,989	220,955	416,137	419,822	249,453	887,808	1,271,282	(383,474)	-30%
	7,507,725	7,877,391	7,848,675	8,588,412	9,001,196	10,437,292	15,480,423	(5,043,131)	-33%
Other Financing Sources & Uses									
Debt Proceeds	134,274	126,930	278,591	-	-	-	-	-	-
Transfers to Debt Service	(1,859,650)	(2,012,275)	(1,967,938)	(1,484,438)	(1,669,509)	(2,054,151)	(2,483,006)	(428,855)	17%
Other Transfers & Uses	(338,127)	(440,556)	(361,006)	(490,857)	(376,466)	(690,743)	(1,129,292)	(438,549)	39%
Total Other Financing Sources/Uses	(2,063,503)	(2,325,901)	(2,050,353)	(1,975,295)	(2,045,975)	(2,744,894)	(3,612,298)	(867,404)	24%
Total Revenues Over Expenditures									
	(238,198)	(487,670)	913,316	1,345,918	1,713,745	1,654,814	(625,675)	2,280,489	
Unreserved Fund Balance, 10-01	2,431,236	2,381,054	2,386,488	3,825,172	4,106,801	5,968,130			
Unreserved Fund Balance, 6-30	2,193,038	1,893,384	3,299,804	5,171,090	5,820,546	7,622,944			

NEW BUSINESS LICENSE
JULY 2006

CITY LIMITS	
SKINACTICS SCHOOL OF AESTHETICS I	1
KT DESIGNS	1
VISIONAMERICA OF MOBILE	1
ARMIPET PET SITTERS LLC	1
TANCOR INC	1
GULF STATES WIRELESS	1
FAULKNER WADE MD PC	1
EXTREME ADVERTISING SOLUTIONS	1
TAUPEKA PAUL MD	1
RETINA SPECIALISTS	1
RETINA SPECIALISTS	1
CHRIS MYERS DODGE CHRYSLER JEEP	1
PARADIEM FINANCIAL GROUP LLC	1
CHECKERS #6300	1
LA TWO	1
LASER CONCEPTS	1
CITY LIMITS	16

OUT OF CITY	
SIDEKICKS LLC	1
ALLIFT EQUIPMENT	1
CSPE LLC	1
MADISON INC	1
SISCO HEATING & AIR CONDITIONING	1
COMMERCIAL FIRE INC	1
YOUNGS TREE SERVICE	1
CELEBRITY CHINA & CRYSTAL	1
TORTILLERIA EL MALZAL INC	1
PATTISON SIGN GROUP INC	1
WAYPORT INC	1
BAKERS FOOTWARE GROUP INC	1
THE ROBINS & MORTON GROUP	1
MOBILE MINI INC	1
FLOTTE DUDLEY L	1
COMPUTERIZED SECURITY SYSTEMS II	1
MATTRESS HEAVEN	1
TALK SOURCE INC	1
GOODWYN MILLS & CAWOOD INC	1
R & R SUPPLY CO INC	1
CHARLOTTE'S ROOFING	1
TOM WILLIAMS & ASSOCIATES INC	1
EXPRESS BUILDING SYSTEMS INC	1
FERGUSON ENTERPRISES INC	1
TOTAL NEW BUSINESSES- NOT IN CITY	24

CONTRACTORS	
BAY POINTE DRYWALL	1
SOTO CONSTRUCTION	1
GIBSON TIM	1
BAY PLASTERING INC	1
MATTHEWS CONSTRUCTION	1
SUN WORLD INC	1
CHAMPION DRYWALL OF NWFL INC	1
BILL HODGE EXCAVATION	1
CAPITAL CONSTRUCTION	1
TEELY ELECTRIC INC	1
COASTAL HOME SOLUTIONS	1
THOMAS & THOMAS PLUMBING	1
ELLIOTTS PLUMBING	1
GORUM HOME BUILDERS	1
SOUTHERN DOZER & TRACTOR INC	1
ELLIS POOL CLEANING LLC	1
CONTACT ELECTRIC INC	1
EMERALD COAST TREES & DEBRI	1
DESIGN BY NATURE	1
CUNNINGHAM ELECTRICAL SERVICES	1
DELTA ELECTRIC	1
B & G CONSTRUCTION	1
SCARDAMALIA CONTRACTING	1
LETTS CONSTRUCTION	1
EASTERN SHORE CONTRACTORS	1
TOTAL NEW CONTRACTORS	25
TOTAL NEW BUSINESSES	65

Buildings and Property Committee Minutes

Friday, August 4, 2006

10:00 a.m.

City of Daphne

Council Chambers

Committee

Councilman John Lake, Chairman-Absent

Mayor Fred Small

Councilman August A. Palumbo

Sandra Morse, Director Daphne Civic Center

Ken Eslava, Public Works, Director

Richard Merchant, Buildings Inspector

Ragan Lambert, Building Department-Absent

Ashley Campbell, Erosion Control-Absent

Minutes

The meeting opened at 10:07 a.m. Mr. Richard Merchant discussed recommended codes and amendments for adoption on October 1, 2006 for the International Code Adoption. **(See Attached)** The Committee discussed that some changes to the code could add \$1,500 to \$2,000+ to the cost of building a house. **Motion** by Councilman Palumbo to send the attached recommendations to the Ordinance Committee and then to the full Council. **Seconded** by Chairman Lake. **Motion Approved.**

The Committee discussed the procedure for selling City of Daphne Surplus items. The Committee stated that all surplus items should come to the Buildings and Property Committee for review. **Motion** by Mayor Small to leave surplus property authority with the Buildings and Property Committee, the Buildings and Property Committee will review and forward a motion to the Finance Committee for the items to be sold. Request was made for this item to be placed on the Council work session. **Seconded** by Councilman Palumbo. **Motion Approved.**

The Committee discussed a request from Lake Forest for the City of Daphne to take over three lots in the Lake Forest Subdivision. The Committee discussed the fact that these lots can not be sold by Lake Forest and that the City has encroached on these lots a bit as the City maintains the sewers. It as also discussed that these lots could be made into a park for the community. **Motion** by Chairman Lake for the City of Daphne to take possession of these three (3) lots and to make recommendation to the Finance Committee for funds necessary to take possession of said property. **Seconded** by Councilman Palumbo. **Motion Approved. (See Attached)**

Mayor Small discussed the property appraisal report for the South Side of Well Road. The property appraised at about \$34,615.00 per acre. This property would be used for additional Public Works property. **Motion** by Councilman Palumbo for Mayor Small to

negotiate the purchase price with the owner. **Seconded** by Chairman Lake. **Motion Approved. (See Attached)**

The Committee discussed a request from Ms. Jennifer Penry for a full refund for the Daphne Civic Center. Ms. Penry is entitled to one half refund of the amount paid. Ms. Penry stated the large costs of planning a wedding as the reason for requesting the refund. **Motion** by Councilman Lake to refund one half the amount paid and the balance refunded if the reserved date is booked. If the date is not booked the balance of the refund will not be paid. **Seconded** by Councilman Palumbo. **Motion Approved. (See Attached)**

Mayor Small discussed the possible need for additional reserved signage at the Library and Senior Center. The pros and cons of additional signage was discussed including the fact that this becomes confusing when the Senior Center and Library are closed as it does not allow Civic Center attendees to park in these spaces. The cost of making more signs was discussed. No action was taken on this item.

Meeting adjourned at 11:05 a.m.

Sandra Morse

ATTN Sandra

**City of Daphne
2006 International Code Adoption**

Recommended codes and amendments for adoption on October 1, 2006.

International Residential Code 2006 Edition

- A. Section R105.2, Work exempt from permits, delete Articles 1-3
 - 1. One story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.
 - 2. Fences not over 6 feet in height.
 - 3. Retaining walls not over 4 feet in height, measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

- B. Amend Section 106.3.1 to state APPROVED FOR CODE COMPLIANCE and delete APPROVED PLANS PER SECTION R106.3.1.
 - 1. Delete R301.2.1.2 Protection of openings. Windows in buildings located in windborne debris regions, shall have glazed openings protected from windborne debris. Glazed opening protection for windborne debris shall meet the requirements of the Large Missile Test of an approved impact resisting standard or ASTM E 1996 and ASTM E 1886, referenced therein.

International Building Code 2006 Edition

- 1. Delete 109.3.7, Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value and HVAC and water-heating equipment efficiency.
- 2. Delete Chapter 13, Energy efficiency in its entirety.
- 3. Delete Chapter 27, Electrical. Replace with 2005 National Electric Code.

International Plumbing Code 2006, not amended.

International Mechanical Code 2006, not amended.

International Fuel Gas Code 2006, not amended.

National Electric Code 2006, not amended.



4 B EVES DRIVE SUITE 200 MARLTON, NJ 08053 (856) 985-5600 FAX: (856) 985-6464

June 9, 2006

Honorable Fred Small, Mayor
City of Daphne
1705 Main Street
Daphne, Alabama 36526

RE: Building Code Effectiveness Grading Schedule Classification Results
Daphne, Baldwin County, Alabama

Dear Mayor Small:

We wish to thank you and Richard Merchant for the cooperation given to us during our recent Building Code Effectiveness Grading Schedule (BCEGS) survey. Insurance Services Office, Inc. (ISO) is the leading supplier of statistical data, underwriting information, and actuarial analysis to the property/casualty insurance industry in the United States. The BCEGS classifications are distributed by ISO for use by property/casualty insurers to assist in their insurance underwriting and premium development programs for residential and commercial properties. Insurers can use the BCEGS classification number to offer insurance premium discounts to eligible properties in Daphne.

ISO has completed its analysis of the building codes adopted by your community and the effort put forth to enforce those codes. The resulting BCEGS Classification is a Class 9 for 1 & 2 family residential property and a Class 9 for commercial and industrial property.

The new Classification is a regression from the former Class 6 for 1 & 2 family residential property and a Class 6 for commercial and industrial property. The principal reason contributing to this regression is:

- The adopted codes do not represent the latest edition of the model codes available.

A revised BCEGS classification would apply to new buildings receiving a Certificate of Occupancy during or after the calendar year in which the revision takes place.

Before we re-classify your community to reflect this change, we would like to know if Daphne desires to develop a program to regain Class PL 6 and CL 6. If this letter is acknowledged by July 10, 2006 advising us that this matter will be reviewed within the next three months we will postpone the implementation of the classification changes.

After review, if it is your decision to begin an improvement program to regain PL Class 6 and CL class 6, we will need to receive, by October 10, 2006, a list of the changes you intend to make. Additionally, we would appreciate your estimate of the amount of time which will be needed to complete each item. No re-classifying action will be taken if changes are implemented to regain the current classification within one year of the receipt of this letter.

We have attached a copy of our report which will provide you additional information about the classification process and how we evaluated various aspects of your community's building codes and their enforcement. We want to highlight the fact that the ISO Building Code Effectiveness Grading program is an advisory insurance underwriting information and rating tool. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It is not for purposes of determining compliance with any state or local law nor is it for making loss prevention or loss safety recommendations.

If you have any questions about the classification that was developed, please let us know.

Sincerely,

Jeff Howe

Community Mitigation Analyst
BCEGS Building Codes Department
(856) 985-5600 FAX (800) 955-2422

cc: Richard Merchant

enclosure



*CC. Kim
B & Property Comm*

May 8, 2006

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

Dear Mayor Small,

As discussed, the Lake Forest Property Owners Association (LFPOA) has three lots in its inventory that are unmarketable due to location, erosion and modification to permit completion of flood control measures undertaken several years ago. A legal description is provided in the copy of the enclosed Quit Claim Deed.

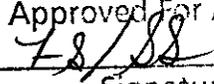
The Board of Directors of the LFPOA has reviewed and believes the best possible use of the this property is for the City of Daphne to assume ownership as part of the city's overall drainage, storm water runoff and flood control program.

By copy of this letter we request you start action to transfer ownership at no cost and any liability thereto at the earliest possible date with only one stipulation. That stipulation being should the city in the unlikely event attempt to sell the property as public property we may want the property to revert back to the LFPOA. Patrick B. Collins, our board attorney is aware and authorized to act in our behalf should the need for legal representation arise.

Please contact me if you have any questions.

Sincerely


Henry Lawson
President, Lake Forest POA

Approved For Agenda

Signature
6-12-06
Date

STATE OF ALABAMA)
COUNTY OF BALDWIN)

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT GREGORY S. STANLEY, the Grantor, for and in consideration of the sum of **ONE THOUSAND and NO/100 (\$1000.00) DOLLARS**, and other good and valuable consideration, hereby acknowledged to have been paid to the said Grantor by **LAKE FOREST PROPERTY OWNERS ASSOCIATION, INC**, a corporation, the Grantee, does hereby **REMISE, RELEASE, QUIT CLAIM and CONVEY** unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Baldwin, State of Alabama, described as follows:

966725

Lot 102, Lake Forest, Unit 12, according to the plat thereof recorded in Map Book 7, Page 118, in the records of the office of the Judge of Probate of Baldwin County, Alabama.

Lot 103, Lake Forest, Unit 12, according to the plat thereof recorded in Map Book 7, Page 118, in the records of the office of the Judge of Probate of Baldwin County, Alabama.

Lot 104, Lake Forest, Unit 12, according to the plat thereof recorded in Map Book 7, Page 118, in the records of the office of the Judge of Probate of Baldwin County, Alabama.

~~TOGETHER with all and singular the rights, privileges, tenements,~~
hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Grantee, its heirs and assigns, forever.

This conveyance is made subject to any and all restrictive covenants, easements, reservations, minerals reservations, conveyance of minerals, and rights of way applicable to said property of record in the said Probate Court records.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal

this the 20TH day of MARCH,
2006.



GREGORY S. STANLEY, Grantor

MISSISSIPPI
STATE OF ~~ALABAMA~~)
COUNTY OF HARRISON)

I, the undersigned Notary Public, in and for said State and County, hereby certify that **GREGORY S. STANLEY**, the Grantor, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the content of said conveyance, executed the same on the day same bears date.

Given under my hand and seal this the 20TH day of MARCH,
2006.

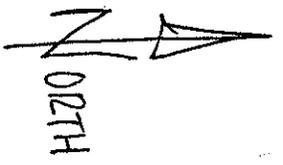
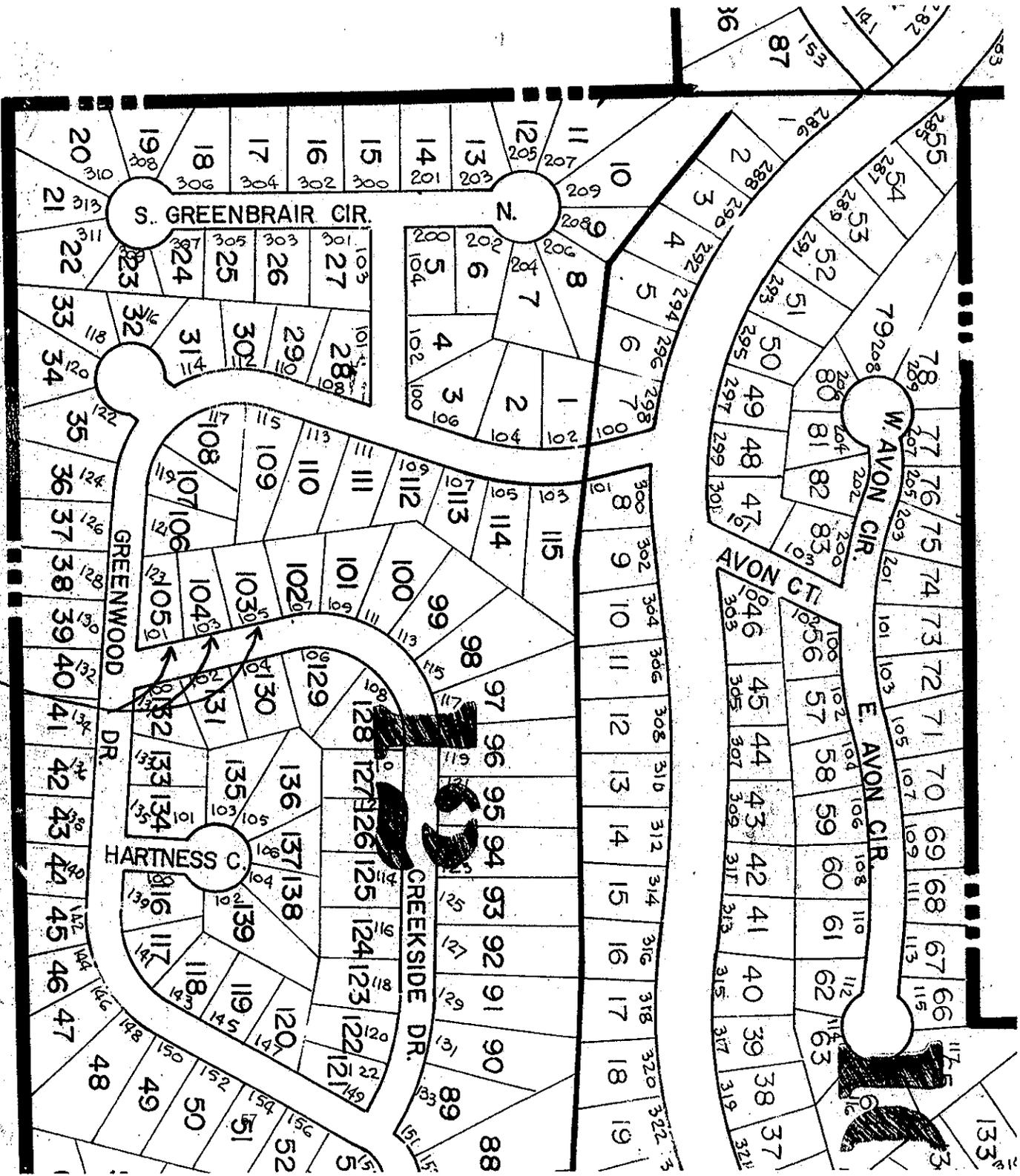


NOTARY PUBLIC
Commission Expires: JULY 28, 2009

GRANTEE'S ADDRESS:
LAKE FOREST PROPERTY OWNERS ASSOCIATION, INC.

The within instrument prepared by:
JAY M. ROSS
ROSS & JORDAN, P.C.
Attorneys at Law
Post Office Box 210
1111 Dauphin Street
Mobile, Alabama 36601
(251) 432-5400

State of Alabama, Baldwin County
Certify, this instrument was filed
and taxes collected on:
2006 April - 6 12: PM
Instrument Number 966725 Pages 2
Recording 6.00 Mortgage
1.00 Min Tax
DP 5.00
Johns, Judge of Probate



Lots offered to City:
 Lots 103, 104 & 105

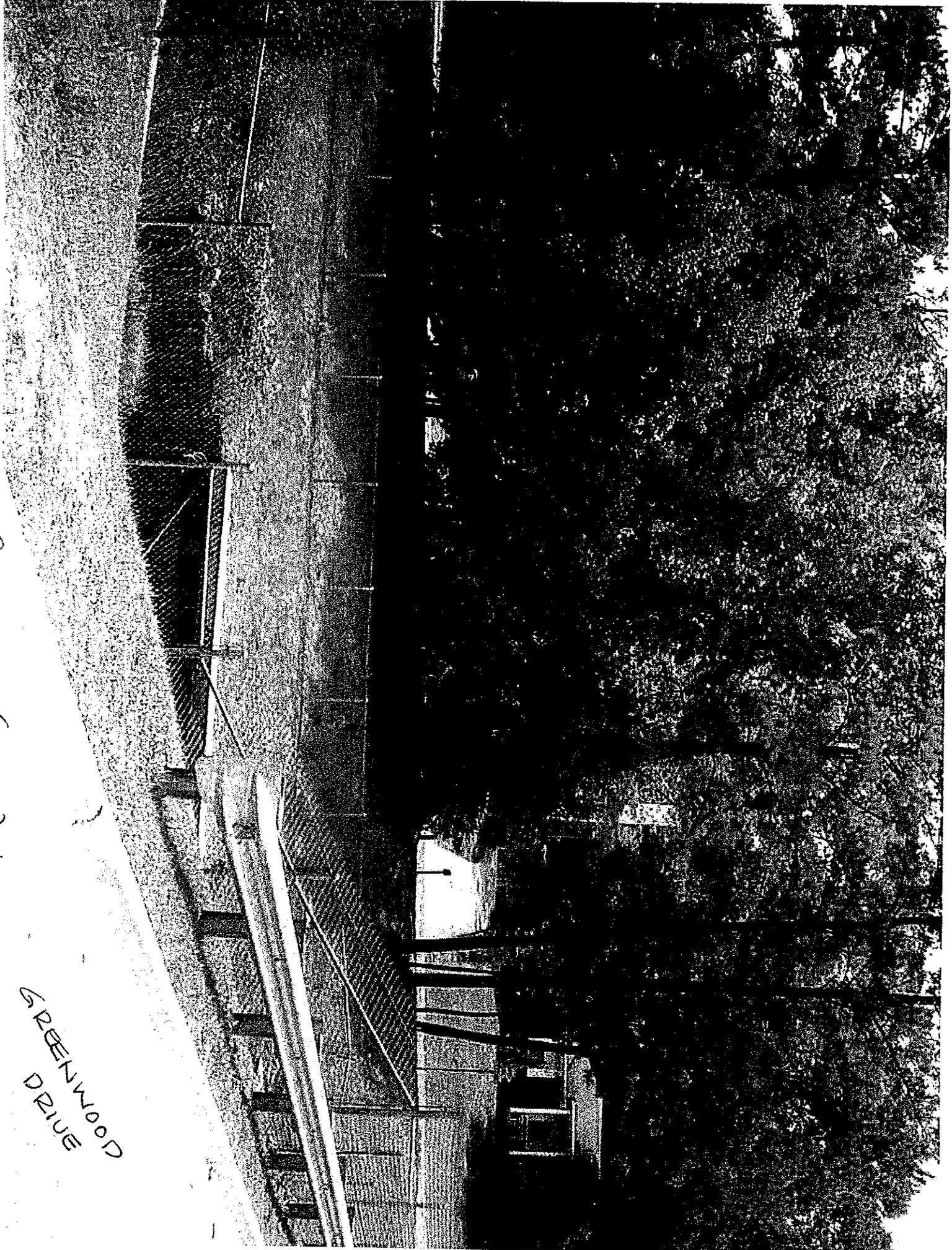
100 LINING EAST @ LOTS 104 + 103

SHEET 2



LOOKING EAST @ LOTS 105 (CORNER) & 104

GREENWOOD
DRIVE



GREENWOOD DRIVE

LOT 105

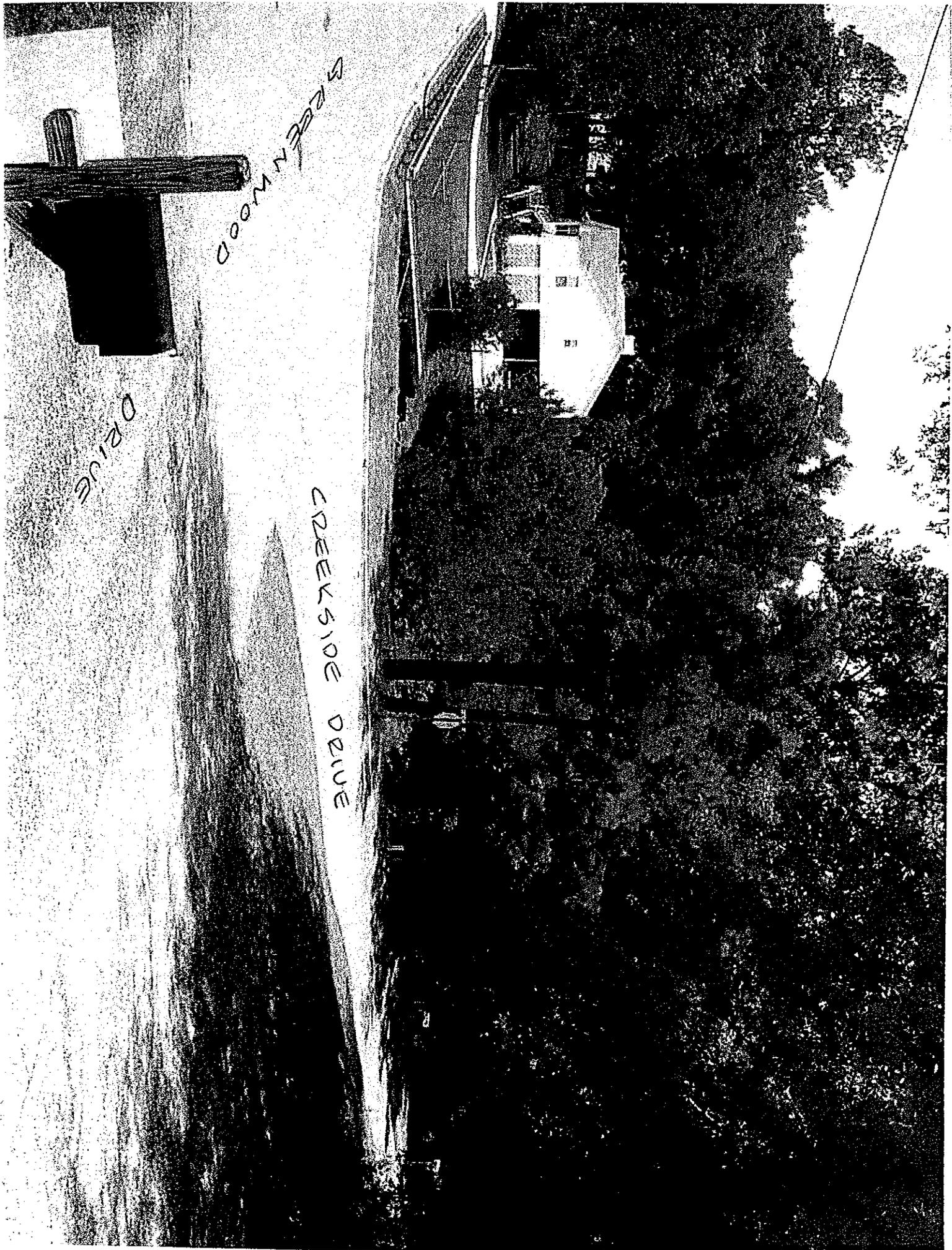
CREEK SIDE DRIVE

LOT 104

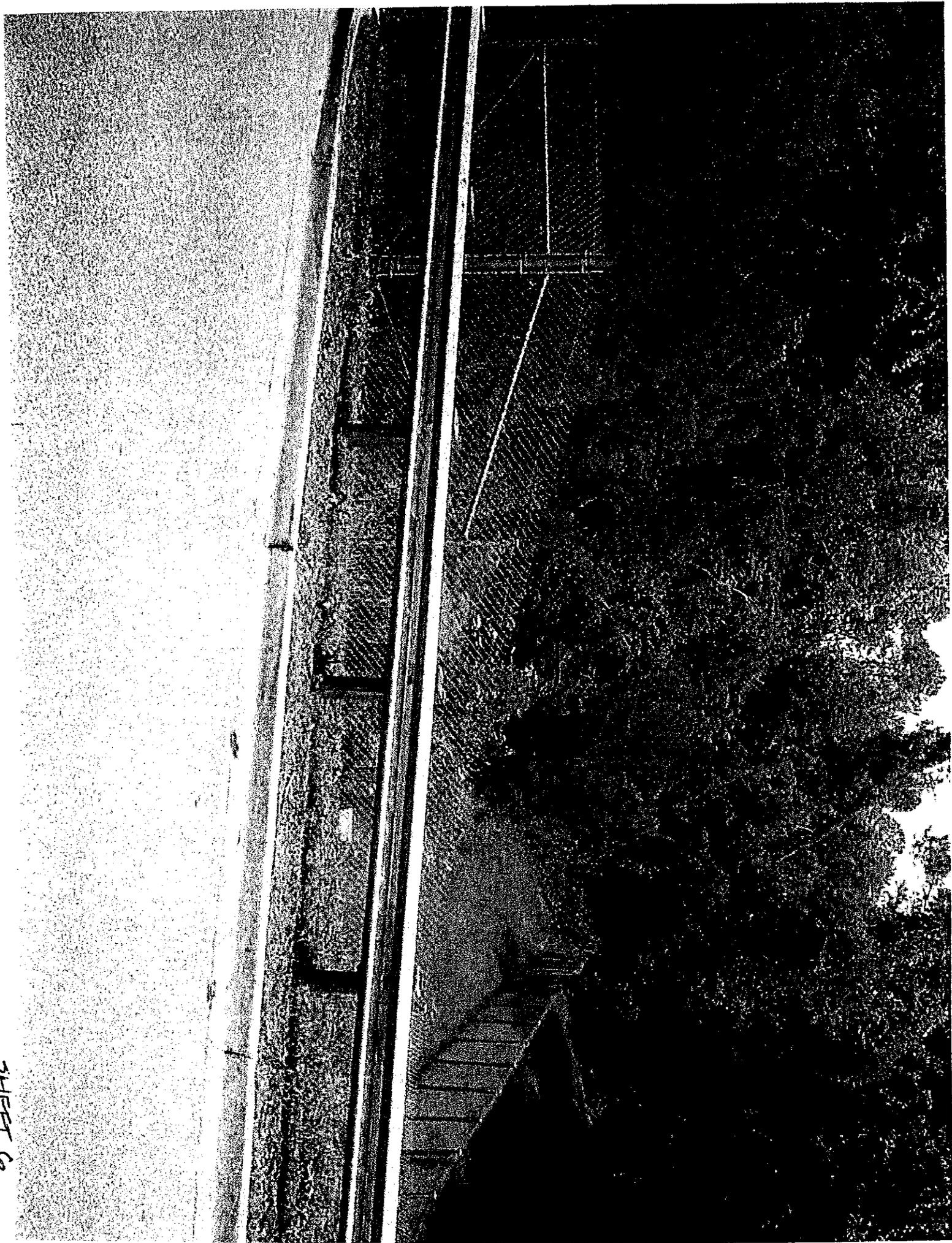
LOT 103

SHEET 4





SHEET 6



SHEET 7



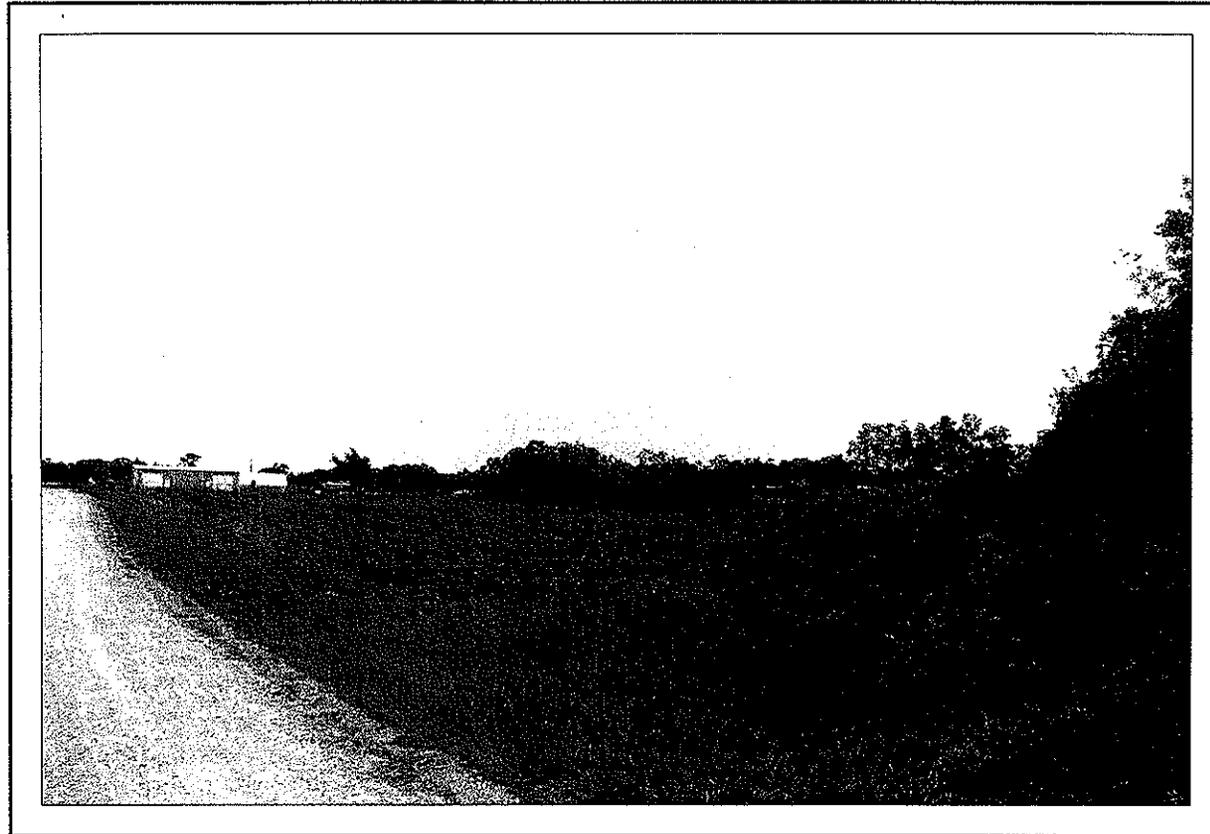
SHEET 8



WEST CENTERLINE
OF LOTS 105,
104 & 103
(ALSO CENTERLINE
OF CREEK)

LOOKING NORTH @ LOTS 105, 104 & 103

SHEET 9



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

South Side of Well Road
Daphne, Alabama 36526

Complete Appraisal Analysis - Summary Appraisal Report

LAND APPRAISAL REPORT

File No. 6813

IDENTIFICATION

Borrower N/A Census Tract 107.02 Map Reference _____
 Property Address South Side of Well Road
 City Daphne County Baldwin State Alabama Zip Code 36526
 Legal Description See additional Comments.....
 Sale Price \$N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$53.76 (yr.) Loan charges to be paid by seller \$N/A Other sales concessions N/A
 Lender/Client City Of Daphne Address Co: Mayor Fred Small, P.O. Box 400, Daphne, Alabama, 36526
 Occupant Unimproved Appraiser S.K. Smith, III Instructions to Appraiser Market Value for Purchase Purposes

NEIGHBORHOOD

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Over Supply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present Land Use 45 % 1 Family 0 % 2-4 Fam 0 % Apts. 10 % Condo 0 % Commercial
 Industrial Vacant 45 % Agricultural
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 (*) From Agricultural To Commercial/Resident.
 Predominant Occupancy Owner Tenant % Vacant
 Single Family Price Range \$ 25,000 to \$ 450,000+ Predominant Value \$ 250,000+
 Single Family Age New yrs. to 100+ yrs. Predominant Age 5-25 yrs.

Employment Stability Good Avg Fair Poor
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property Compossibility
 Protection from Deltimental Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The subject is located on the south side of Well Road(all weather graded roadway) just outside the eastern Corporate Limits of the City of Daphne, Alabama. This sector of the county is transforming from an agricultural to more of a commercial/light industrial area and numerous new residential subdivisions. *** See Additional Comments ***

SITE

Dimensions 40 x 562 x 643 x Arc of Ditch = 4.42+-Acres Corner Lot
 Zoning Classification None-Out of Corporate Limits Present improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) Commercial Pursuit
 Public Other (Describe) _____
 Elec. Available _____
 Gas _____
 Water Available _____
 San. Sewer Available _____
 Underground Elect. & Tel. _____
 OFF SITE IMPROVEMENTS
 Street Access: Public Private
 Surface Limestone
 Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Slight Slope
 Size 4.42+-Acres
 Shape Irregular-Drawing is attached
 View Residential/Fields/Commercial/Ball park
 Drainage Appears Adequate Ditch to south and center
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) A survey was not provided for this assignment; The estimated value is based on the assumption no adverse conditions exists that that would affect marketability. The subject site is triangular in configuration and is an open agricultural field with a drainage ditch along the south boundary and a small ditch in center sector. *** See Additional Comments ***

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	South Side of Well Rd Daphne	Southside of Park Drive Lot 17, Jackson Oak	Southside of Randall Ave Part of Lot 18 Randall Sub	Southside Randall Ave Part of Lot 22 Randall Sub
Proximity to Subj.		1.7+-Miles Northwest	3+-Mile Southwest	1+-Mile Southwest
Sales Price	\$ N/A	\$ 145,000	\$ 130,000	\$ 183,000
Price	\$ Price per Acre	\$ 29,293/Acre	\$ 37,681/Acre	\$ 83,321/Acre
Data Source	Inspection	MLS# 58054 & 52034	MLS# 34145/Instrument 977022	MLS#51455/Instrument 970747
Date of Sale and Time Adjustment	N/A	3/1/2006	5/15/2006	4/20/2006
Location	Average	Similar	Similar	Superior -36,600
Site/View	Fields/Commercial	Residential	Residential	Residential
Site Area	4.42+-Acres	4.95+-Acres -15,500	3.45+-Acres +36,000	2.89+-Acres +96,500
Zoning	Currently-None*	R-3, Single family	R-2, Single family	R-2, Single family
Unpaved Road	Yes	Paved Road -10,000	Paved Road -10,000	Paved Road/House: -60,000
Utilities	In Area	In Area	In Area	In Area
Sales or Financing Concessions		No Concessions	No Concessions	No Concessions
Net Adj. (Total)		Plus <input checked="" type="checkbox"/> Minus \$ -25,500	Plus <input checked="" type="checkbox"/> Minus \$ 26,000	Plus <input checked="" type="checkbox"/> Minus \$ -100
Indicated Value of Subject		Gross 17.6% Net -17.6% \$ 119,500	Gross 35.4% Net 20.0% \$ 156,000	Gross 105.5% Net -0.1% \$ 182,900

Comments on Market Data: The above sales are all recent small acreage transactions in the subjects competitive market that support a range in value for the subject from a low of \$119,500 to a high of \$182,900. It is my opinion the subjects value should fall within this range, say, \$153,000. *** See Additional Comments ***

Comments and Conditions of Appraisal: This assignment was made subject to the rules and regulations of the State of Alabama Real Estate Appraisers Board. The undersigned State Licensed Appraiser has met the requirements of the board that allow this report to be regarded as a Certified Appraisal. This is a Complete Appraisal according to Standards Rule 1 and the communication to the client is a Summary Appraisal Report in accordance with Standards Rule 2-2(b).

Final Reconciliation: The cost and income approaches to value are not applicable in valuing vacant sites. The most weight is placed on the Sales Analysis. This approach compares and weighs the subject to other vacant building sites in the area and tends to best measure the actions of Buyers and Sellers.

RECONCILIATION

I ESTIMATE THE MARKET VALUE AS DETERMINED, OF SUBJECT PROPERTY AS OF July 13, 2006 to be \$153,000
 Appraiser(s) S.K. Smith, III Review Appraiser (if applicable) Did Did Not Physically Inspect Property
 Signature _____ Date 07/13/2006 Name _____ State AL License Certification # R00386

Courtney & Morris Appraisals, Inc.

ADDITIONAL COMMENTS

Borrower or Owner	N/A				
Property Address	South Side of Well Road				
City	Daphne	County	Baldwin	State	Alabama
				Zip Code	36526
Lender or Client	City Of Daphne				

Legal

A legal description was not available at the time of this assignment; The estimated value in this report is based on the hypothetical condition the site contains 4.42+/-Acres. This size was provided as per the attached sketch by HMR Engineers and Surveyors. Should a true survey prove otherwise the appraiser reserves the right to amend the value estimate. The taxes of \$53.76 is based on the entire 36 acre tract that is assessed as current use Farm Land.

Neighborhood

Primary development in the immediate area varies widely from small ranch style dwellings and mobile homes to the City of Daphne Public Works Facilities which are adjacent and east of the subject. A commercial development known as Austin Place Commercial park is to the south and the new Daphne East Elementary is just to the northeast. The lack of paved road frontage could extend marketing time.

Site

The sites elevation varies from about 150 to a 155 feet above sea level. According to the Soil Survey maps of Baldwin County the primary soil type is Marlboro very fine sandy loam, 0 to 2 percent slopes with Grady soils in the drainage ditches. The Marlboro soil is typical of the uplands of the coastal plain with the only limitation being slow runoff and permeability is moderate to slow. The grady soil in the ditches is subject to intermittent flooding. These ditches that bound the southwest sector of the site and the ditch that bisects the site in a east west direction reduces the subjects "Net Usable Acreage" and the subject is valued accordingly. The east/west ditch will limit the site from being developed in the center sector. The subject property is currently outside the Daphne Corporate limits(its adjacent-to the Corporate Limits). However, the subject is included in an area that has recently been approved as new County Zoning District 15. The preliminary map of this new district has the subject to be zoned as R-2B, which is a Single Family District. Although this proposed zoning to the appraisers knowledge is not "Set in Stone" I am of the opinion the highest and best use of the site would be of a commercial pursuit due to the presence of the adjacent Daphne Public Works facility. The prevailing Residential Market would not pay a premium price to live adjacent to such City Facility and the appraiser highly recommends annexing this tract into The Corporate limits of Daphne with the understanding that it could be zoned for a commercial pursuit. On the date of my inspection the subject tract was being utilized as an agricultural field/planted row crops.

Comments on Market Data

This value of \$153,000 would equate to a value on a per acre basis of about \$34,615. The reader should beware that there are several recent transactions of vacant .5+ acre type sites in the Austin Place Commercial park that lies to the southeast of the subject in the \$79,500 to \$95,000 range which are being purchased for commercial pursuits. There is also a 3.25 acre tract that lies just to the south of the City Well on Well Road that is listed at \$320,000(been on market for 122 days with current realtor). The Milstead tract that is just to the east of the Well(9.5+/-Acres) was previously listed at \$300,000 with Roberts Brothers. Although it is no longer Listed, I have been told it could be bought know at \$45,000 per acre(seller has gone up in asking price). A location adjustment was required for comp 3 due to it's close proximity to U.S. Hwy 98 . This sale was also improved with a small cottage at the time of the assignment that in the appraisers opinion had a contributory value of \$50,000(Had rental history of \$695 per month). The appraiser is aware comp 1 is under contract at \$235,000 to the City of Daphne as a means of ingress/egress to the adjacent 117+ acre tract that was recently purchased for a new Recreational Facility. If this sale closes it would support a higher value for the subject. The purpose of this report is to estimate a range in value for purchase purposes, it is my opinion if the property can be acquired by the city within the estimated range upwards to \$183,000 it can be supported by recent sales activity in the area. Once Well Road is paved and the City continues to expand in a eastward direction the appraiser foresees continued increasing values in the subjects immediate area.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: South Side of Well Road, Daphne, Alabama 36526

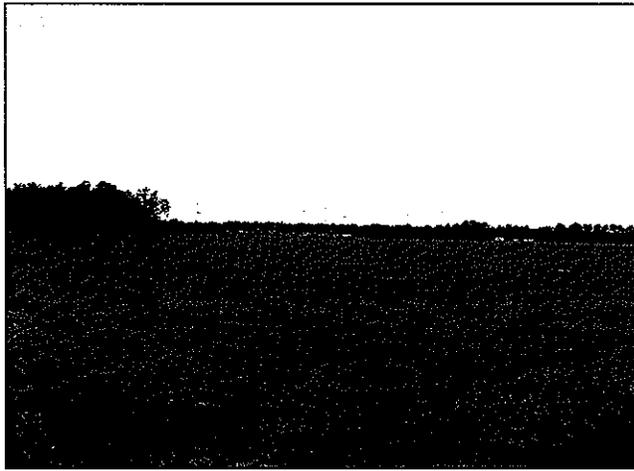
<p>APPRAISER:</p> <p>Signature: </p> <p>Name: <u>S. K. Smith, III</u></p> <p>Date Signed: <u>July 13, 2006</u></p> <p>State Certification #: <u>R00386</u></p> <p>or State License #: _____</p> <p>State: <u>AL</u></p> <p>Expiration Date of Certification or License: <u>9/30/07</u></p>	<p>SUPERVISORY APPRAISER (only if required):</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date Signed: _____</p> <p>State Certification #: _____</p> <p>or State License #: _____</p> <p>State: _____</p> <p>Expiration Date of Certification or License: _____</p> <p><input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property</p>
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PHOTOGRAPH ADDENDUM

Borrower or Owner **N/A**
Property Address **South Side of Well Road**
City **Daphne** County **Baldwin** State **Alabama** Zip Code **36526**
Lender or Client **City Of Daphne**



**VIEW OF SUBJECT FROM
NORTHWEST CORNER**



**VIEW OF BALL PARK
TO NORTH OF SUBJECT**

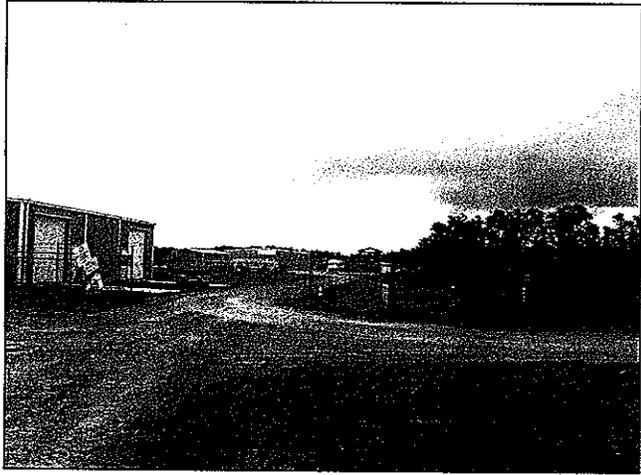


**VIEW OF WELL ROAD
FROM SUBJECT**

Courtney & Morris Appraisals, Inc.

PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A						
Property Address	South Side of Well Road						
City	Daphne	County	Baldwin	State	Alabama	Zip Code	36526
Lender or Client	City Of Daphne						



South Side of Well Road
VIEW OF ADJACENT DAPHNE
PUBLIC WORKS FACILITIES



South Side of Well Road
VIEW OF SUBJECT FROM
NORTHEAST CORNER

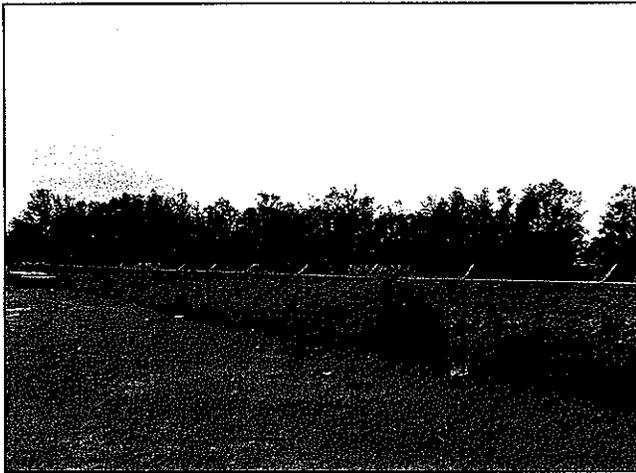


South Side of Well Road
VIEW OF EAST/CENTER SECTOR
OF SUBJECT

Courtney & Morris Appraisals, Inc.

PHOTOGRAPH ADDENDUM

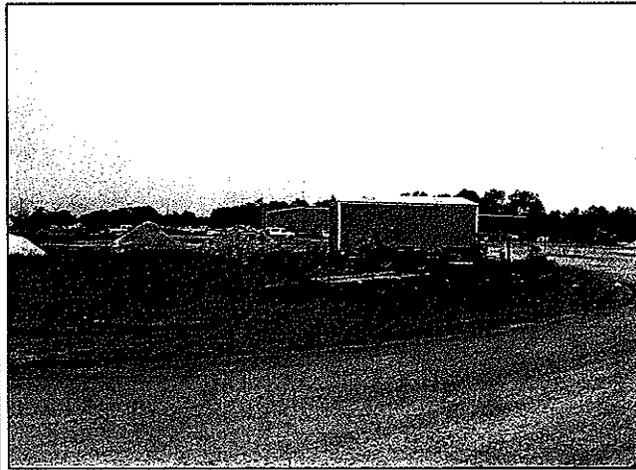
Borrower or Owner *N/A*
Property Address **South Side of Well Road**
City **Daphne** County **Baldwin** State **Alabama** Zip Code **36526**
Lender or Client **City Of Daphne**



South Side of Well Road
View of southeast sector of
subject site



South Side of Well Road
View of adjacent Public Works
Facility



South Side of Well Road
View of adjacent Public Works
Facility

Courtney & Morris Appraisals, Inc.

BALDWIN COUNTY

Proximity Report Results

The selection distance was 200



This map is prepared for the real property inventory within this county. It is compiled from recorded survey plats, and other public records. Baldwin County assumes no responsibility for the content of this r

Parcel PIN:43200		
<i>PID</i>	<i>Owner Name</i>	<i>Owner Address</i>
05-43-05-16-0-000-023.000	GIPSON, PATRICIA T	8545 CO ROAD 64

BALDWIN COUNTY

Proximity Report Results

The selection distance was 200



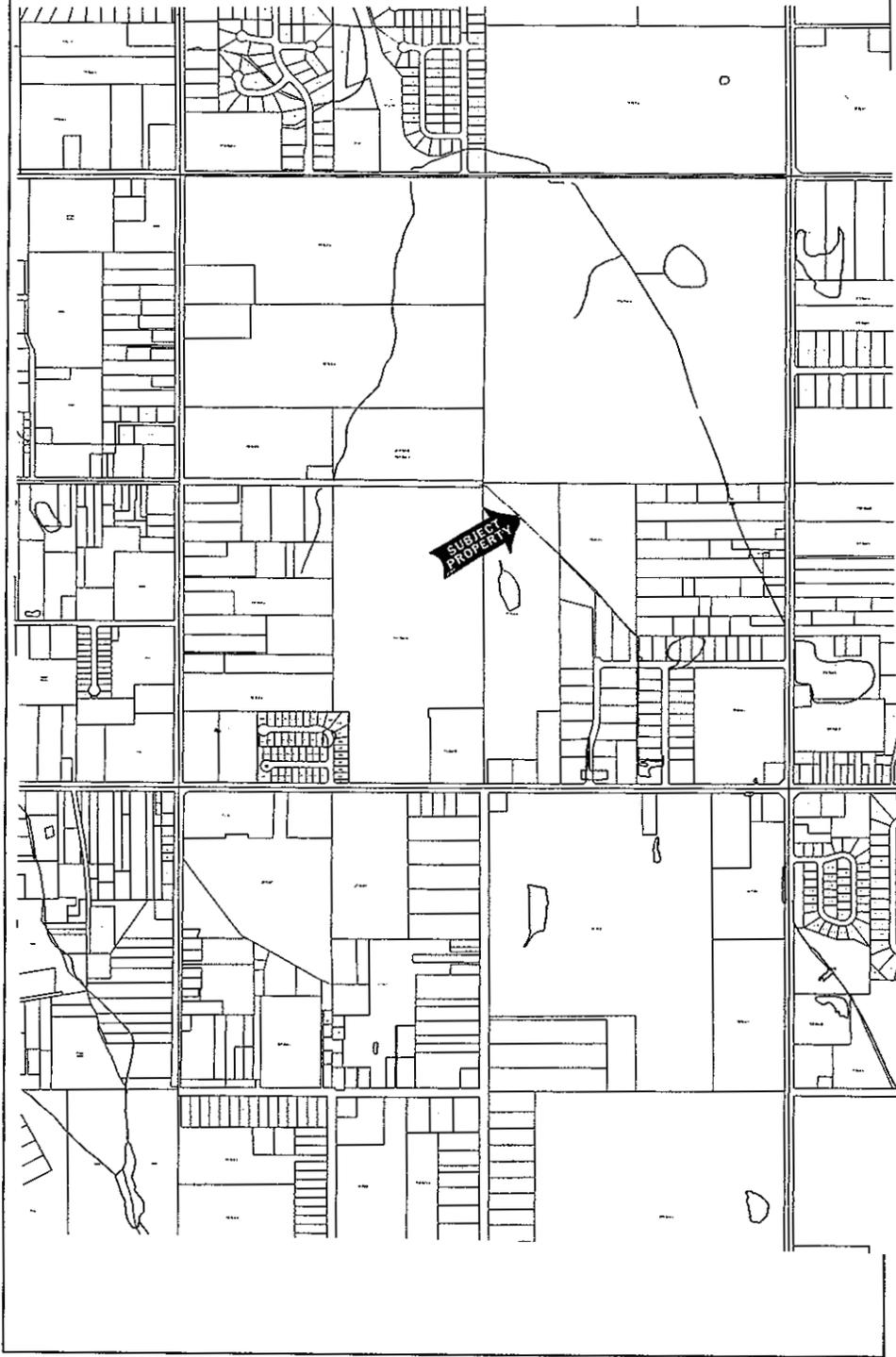
This map is prepared for the real property inventory within this county. It is compiled from recorded survey plats, and other public records. Baldwin County assumes no responsibility for the content of this r

Parcel PIN:43200

<i>PID</i>	<i>Owner Name</i>	<i>Owner Address</i>
05-43-05-16-0-000-023.000	GIPSON, PATRICIA T	8545 CO ROAD 64

SITE PLAN

Borrower or Owner **N/A**
Property Address **South Side of Well Road**
City **Daphne** County **Baldwin** State **Alabama** Zip Code **36526**
Lender or Client **City Of Daphne**



Courtney & Morris Appraisals, Inc.

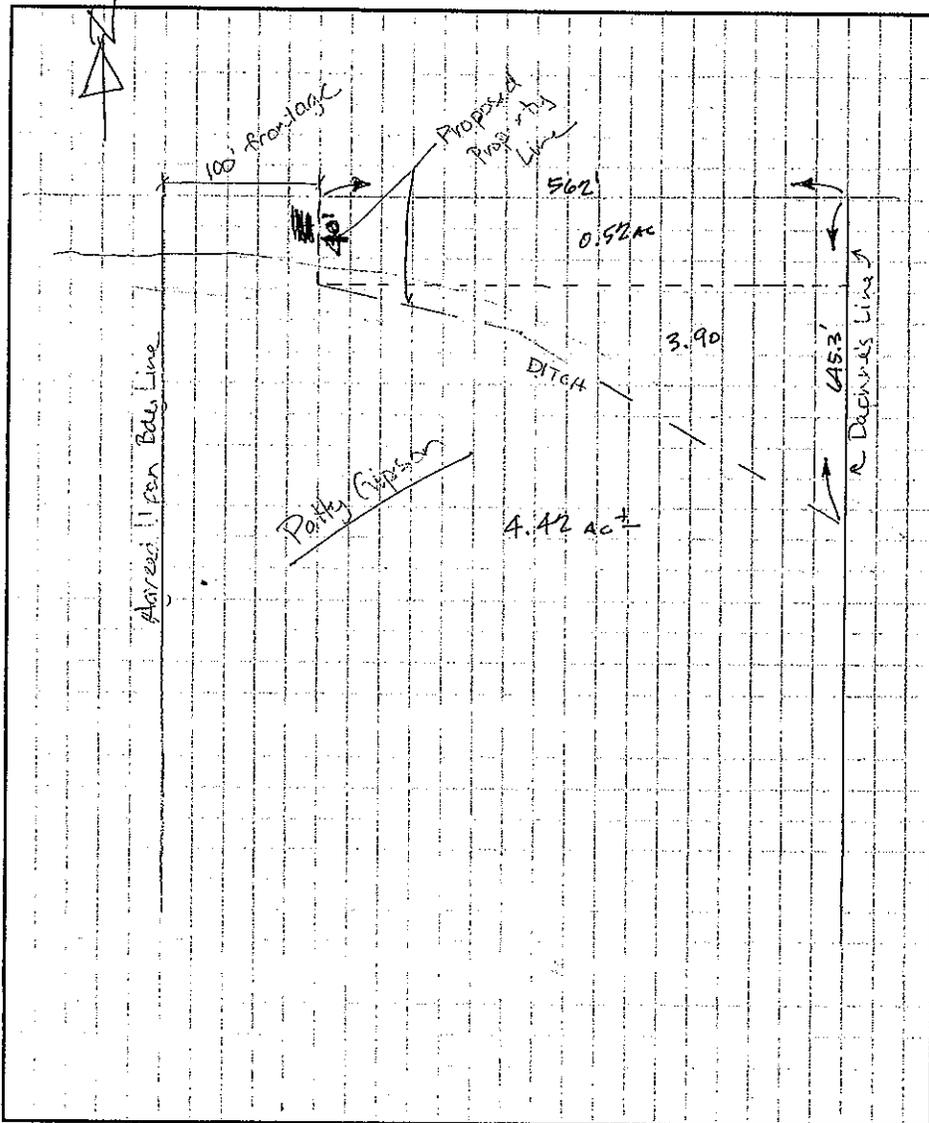
SITE PLAN PROVIDED BY HMR IN 2001

Borrower or Owner	N/A		
Property Address	South Side of Well Road		
City	Daphne	County	Baldwin
		State	Alabama
		Zip Code	36526
Lender or Client	City Of Daphne		



ENGINEERS
SURVEYORS

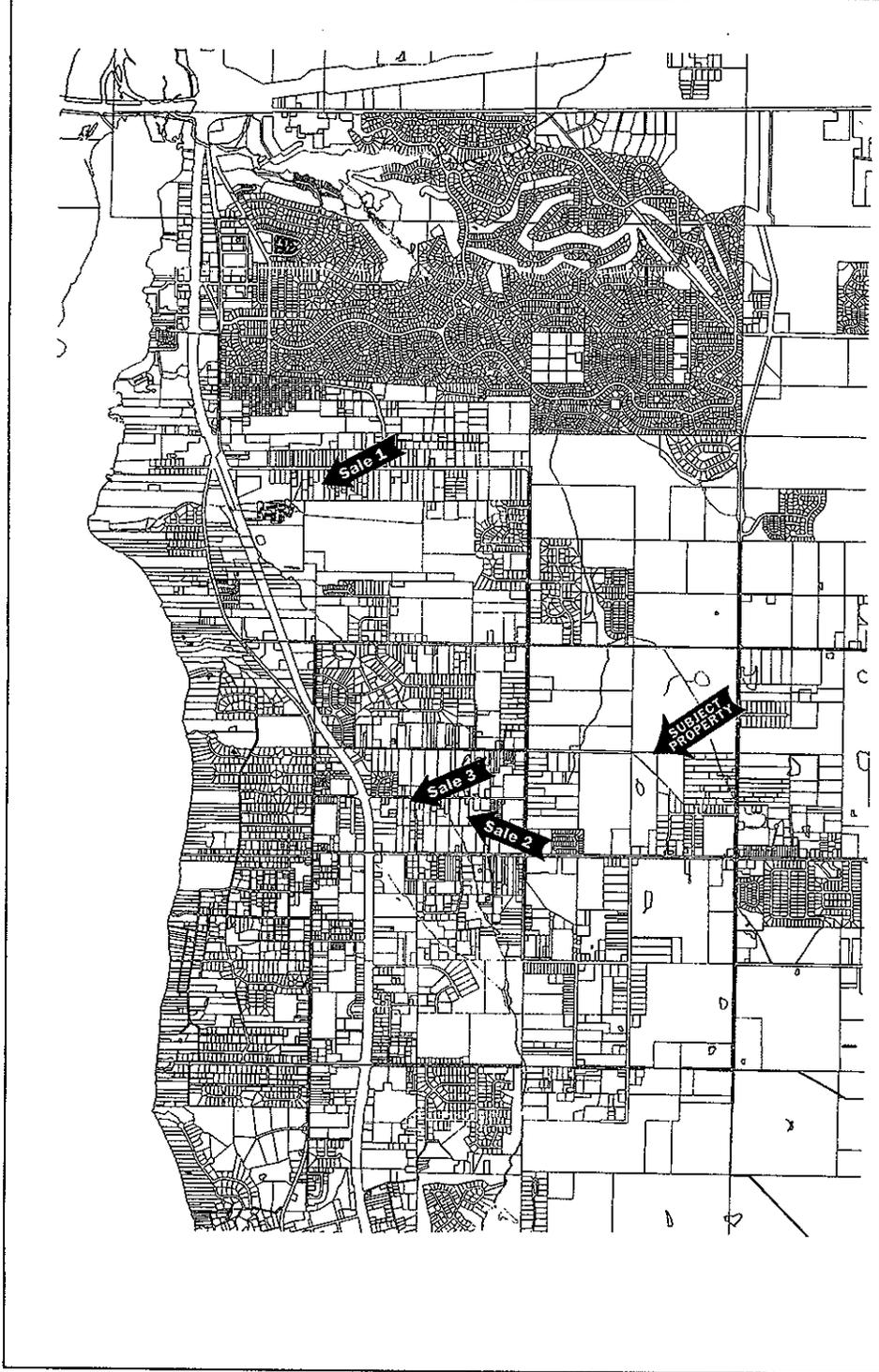
JOB Patty Gipsen
 SHEET NO. _____ OF _____
 CALCULATED BY _____ DATE 11/06/01
 CHECKED BY _____ DATE _____
 SCALE N.T.S.



Courtney & Morris Appraisals, Inc.

LOCATION MAP

Borrower or Owner N/A
Property Address South Side of Well Road
City Daphne County Baldwin State Alabama Zip Code 36526
Lender or Client City Of Daphne



Courtney & Morris Appraisals, Inc.

August 2, 2006

24913 County Road 54 East
Daphne, AL 36526

City of Daphne
Buildings and Property Committee
Attention: Sandra Morse
P. O. Box 400
Daphne, AL 36526

Dear Committee:

Please accept this letter of request on my behalf for a reimbursement in full for my deposit to the Daphne Civic Center for an event to be held on February 24, 2007. I paid this deposit on June 6th, anticipating that I would have my wedding reception at the Daphne Civic Center. However, since making this deposit I have to come to realize that I simply cannot afford to host an event at the Civic Center.

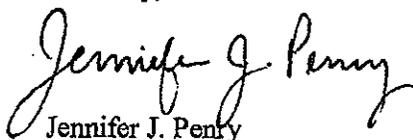
I have to come to the conclusion that due to the mounting costs involved in having a wedding, it is not in my best interest to host an event at the Civic Center. My fiancée and I have discussed the financial obligations of this event and agree that it would be much better for us to put money towards our new home, rather than a one day wedding event. Therefore, we are trying to cut back and have a simple wedding, which means I no longer need use of the Civic Center on February 24, 2007.

I realize the Civic Center does have a policy regarding full refunds, but I hope you will consider my request and allow me a refund in full (\$835.00). Please consider the fact that I am giving nearly 7 and half months notice and that I am asking for this request due to financial constraints.

Please note also that I was not verbally informed of the penalty for cancellation on the day I provided this deposit. I do realize it was provided in the paperwork given to me, but I didn't realize the penalty until just recently when I made the decision to cut back on cost and downsize my wedding. I hope you will take this into consideration also in making your decision.

I realize the importance of policy when it comes to an issue like this, and I am thankful for you consideration on my part. I hope you will consider my request and the fact that I am acting in a financially responsible manner due to the exceeding costs involved in having a wedding. I thank you very much for your time and efforts on my behalf.

Sincerely,


Jennifer J. Penry

Public Safety Committee

Tuesday, August 8, 2006

Councilman Greg Burnam, Chairman
Councilman Gus Palumbo
Councilwoman Regina Landry
Fire Chief Mund Hanson
PW Sup. Melvin McCarley

Police Chief David Carpenter
Captain David Wilson
Captain Randy Bishop
Captain Scott Taylor
Michele Hanson - Secretary

Committee Members Attending:

Councilman Greg Burnam, Councilwoman Regina Landry, Councilman Gus Palumbo, Chief Carpenter, Capt. Scott Taylor, Chief Hanson and PW Sup. Melvin McCarley.

Also Present: Mayor Small, Lt. Daniel Bell, PW Director Ken Eslava, Building Official Richard Merchant, Capt. Kenny Hanak, City Attorney's Misty Gray & Meredith Turpin, Tom Byrne, Don Childress, and Jeff Mosley, Wilson's.

I. CALL TO ORDER

Mr. Palumbo **convened** the meeting at 4:30 p.m. (*Mr. Burnam arrived at 4:50 pm*)

II. PUBLIC PARTICIPATION

1) Traffic Calmer Request - Lisa Jones/4th Avenue

Mr. Burnam stated her petition is in the packet and she has been to the meetings several times. Mr. McCarley stated that he can put up a barricade to block the dirt road access from 4th Avenue to 3rd Avenue. This should deter vehicles from speeding on this street.

2) Traffic Light @ Hwy 181 - LFPOA

Mr. McCarley stated this will not be done anytime soon due to ALDOT widening Hwy 181. Mr. Palumbo stated he will follow up with Mr. Calmetti at ALDOT and will report back at the next meeting.

3) Concerns re: "S" curve on Capt. O'Neal - Don Childress

Mr. Childress has concerns about pedestrians on Capt. O'Neal who are walking or jogging on this road. It is extremely narrow and wanted to bring this before the committee for some type of resolution.

Mr. McCarley stated that sidewalks will be starting in that area soon and a walk way will be created for walkers and joggers.

4) Traffic Calmer Request - Jon Porter/Stratford Glen

Mr. McCarley stated we did a traffic study in January and the study did not warrant a speed hump. Mr. Palumbo stated he didn't see the need to do another traffic study and asked if the police department could place the speed trailer in the area. Chief Carpenter stated it would be after the schools were up and running. Michele to write letter to Mr. Porter advising him of the committee's recommendation.

5) Traffic Calmer Request - Tom Byrne/Fairway Drive

Mr. Byrne requested a traffic calmer for Fairway Drive, however this street is on the exclusion list. Chief Carpenter stated the department can run radar in that area. Lt. Bell will set up a D-run for the area. Public Works will do a traffic study.

6) Traffic Accidents - Hwy 98 @ Academy Drive

Mr. Burnam requested to table until the September meeting.

III. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from July 5, 2006 Meeting

<p><i>Motion by Ms. Landry</i> to adopt the minutes as presented. <i>Seconded by Mr. Palumbo.</i> The minutes were adopted without revision. Motion carries.</p>

IV. FIRE DEPARTMENT

A. New Business

1. Statistics for June 2006

Chief Hanson reviewed the stats for June 2006. He stated that June was approximately 15 % slower than May. Mr. Palumbo asked the comparison from last year. Chief Hanson stated June 2005 year to date total was 1162 and this June was 1200. He further stated that September 1, 2006 is last day of class for the new firefighters and they should be starting the middle of September.

2. Request Upgrade in License Status/Resolution

Capt. Kenny Hanak reviewed this request with the committee. He stated this is a request to upgrade the departments basic life support service status to advanced life support status. This would not increase the number of calls for the department just the level of care provided at the scene. This would include starting an i.v., administering certain medications, more advanced airway treatments, diagnose heart attacks more quickly. He stated in order to meet the requirements by the AL. Dept. of Public Health, the city will have to retain the services of a physician. Dr. John McMann has agreed to serve. Chief Hanson stated Dr. McMann will charge a fee of \$100 per month, which is included in his budget.

<p><i>Motion by Ms. Landry</i> to favorably recommend to the City Council the resolution authorizing the upgrade in License Status for the Fire Department from Basic Life Support to Advanced Life Support. <i>Seconded by Mr. Burnam.</i> Motion carries.</p>
--

B. Old Business

V. POLICE DEPARTMENT

A. New Business

1. Statistics for June 2006

Chief Carpenter reviewed the stats for June 2006. Lt. Bell stated there were 4 death investigations instead of 2 and roughly \$400,000 dollars in property was recovered by the detective division.

2. D-Run for Deer Avenue

Lt. Bell reviewed the D-Run for Deer Avenue. This directed patrol was run June 13-27 and a total of 541 vehicles were clocked with 24 citations written and 7 warnings.

3. Parking Regulation Ordinance

Chief Carpenter reviewed the ordinance. He stated that the median part of the ordinance was left out of the current ordinance, this ordinance includes the medians.

Motion by Ms. Landry to favorably recommend the Parking Regulation Ordinance to the City Council. *Seconded by Mr. Burnam.* **Motion carries.**

B. Old Business

1. Proposed Wrecker Ordinance

Capt. Taylor reviewed the proposed wrecker ordinance. He stated that all the changes have been made to the ordinance and he added an agreement for each towing company to sign. This agreement will put the responsibility on the business owner to supply the required documentation to the police department. This agreement will be completed annually. Mr. Palumbo asked that the old and new ordinance be sent to each council member for review.

Motion by Ms. Landry to favorably recommend the Wrecker Ordinance to the City Council. *Seconded by Mr. Palumbo.* **Motion carries.**

VI. OTHER BUSINESS

A. September Meeting Date

Committee agreed to meet on Tuesday, September 5th at 4:30 p.m.

VII. ADJOURN

There being no further business to discuss, Mr. Burnam **adjourned** the meeting at 5:50 p.m. The next meeting will be **Tuesday, September 5, 2006 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, 2006

	Current:	FY to Date:
Suppression:		
1-Fire/Explosion:		
10-Fire, Other	1	2
11-Structure Fire/Commercial	-	2
11-Structure Fire/Residential	1	15
12-Fire in Mobile Property used as fixed structure	-	-
13-Mobile Property (vehicle) Fire	1	17
14-Natural Vegetation Fire	1	11
15-Outside Rubbish Fire	-	5
16-Special Outside Fire	-	1
17-Cultivated Vegetable Crop Fire	-	-
2-Overpressure Rupture:	-	1
3-Rescue Call and Emergency Medical Service Incidents:	108	1,005
4-Hazardous Conditions (No fire):	4	34
5-Service Call:	10	75
6-Good Intent Call:	10	102
7-False Alarm & False Call:	9	78
8-Severe Weather & Natural Disaster:	-	1
9-Other Situation:	-	4
Total Emergency Calls:	124	1,200
Monthly Total Calls:	145	1353
Response Time:		
Highest:	10	15
Lowest:	1	1
Average (Minutes/Seconds) :	3/59	4/26
Miscellaneous Reports:		
Training Hours	674	2,401.25
Property Loss - \$	\$8,300	\$89,750
Fire Personnel Injuries by Fire/Civilian Injuries by Fire	-/1	-/2
Child Passenger Safety Seat Inspections/Installations	14	93
Fire Prevention Awareness/Education:		
Classes	-	82
Persons Attending	-	4,006
Bureau of Fire Prevention:		
Plan Reviews	11	56
Final/Certificate of Occupancy	1	35
General/Annual Inspections	116	1403
General/Re-Inspections (Violation Follow-up - Annual)	33	151
Business Licenses	9	75
Consultations	0	7
All Other/Misc. Activities	1	-
Total Activities:	171	1751

Authorized by:

A. Mund Hanson

A. Mund Hanson

Daphne Police Department			Monthly Report				JUNE 2006			
Patrol Division		Detective Division:		JAIL:		Drug Report - Routine Patrol & Special Ops:		Crimes Reported This Month:		
(Capt. Taylor)		(Lt. Bell / Capt. Taylor)		(Capt. Bishop)		(Capt. Wilson)				
						YTD				
# Complaints	1,281	# New Cases Received:	71	Total Arrestees Received & Processed:	185	<u>1,601</u>	# Misd. Marijuana Arrest	3	Arson	0
# Misd. Arrests	19	# Previous Unsolved Cases:	74	Arrestees by Agency:			# Felony Marijuana Arrest	0	Burglary – Residence	1
# Felony Arrests	7	# Cases Solved:	13	Daphne PD	97	922	# Controlled Substance Arrest:	0	Burglary – Commercial	8
# Citations	252	Resulting in Total Arrests:		BCSO	6	<u>129</u>	# Drug Paraphernalia Arrest	0	Burglary – Vehicles	0
# Close Patrols	118	Felonies:	0	Loxley PD	23	<u>251</u>			Criminal Mischief	8
# Warnings	184	Misdemeanors:	2	Silverhill PD	26	<u>98</u>	Vehicles Searched	16	Domestic Disturbance	14
# Motorist Assist	197	Houses Searched	0	Spanish Fort PD	26	<u>156</u>			Disorderly Conduct	0
# Alias Warrants	35			Troopers	6	<u>26</u>	Drugs Seized:	marijuana	Felony Theft	19
# Roadway Accidents	68			INS	0	<u>0</u>	Money Seized	\$0	Misdemeanor Theft	24
# Private Prop. Accidents	25	Warrants:		Other Agencies	1	<u>19</u>	Vehicles Seized	0	Felony Assault	1
# DUI's	14	Bettner Served	24						Misdemeanor Assault	0
Traffic Homicide	1	Officer Served	9	Highest	40		Animal Control		False Info to Police	2
		Recalls (Pd Fines)	18	Lowest	21		#Complaints	67	Harassment	10
		Total Warrants Served	51				#Follow-ups	112	Indecent Exposure	2
				Meals Served	2,219	16,806	#Citations	0	Kidnapping	0
		Sex Offender:		Medical Cost	\$1,797.96	17,664.13	#Warnings	4	Murder	0
		New Registration:		Worker Inmate Hours	1,268	7,259	#Felines Captured	68	Menacing	0
		Contact Verification					#Canines Captured	51	Public Intoxication	1
		Total # registered in Daphne					#Other Captured	9	Public Lewdness	2
		DARE:					#Returned to Owner	16	Receiving Stolen Property	0
		# Hours Report Writing:					#Adopted Out	49	Robbery	0
		# Students Instructed SRO					#Euthanized	31	Reckless Endangerment	2
		# Students Instructed DARE							Suicide	0
		# Police Reports by SRO							Attempted Suicide	1
		# Arrest by SRO							Other Death Investigations	2
									Theft of Services	0
		CODE ENFORCEMENT:							Unauthorized Use of Services	0
		Warnings:	9						White Collar Crimes	8
		Citations	2						Weapon Offenses	0
		Warning Compliance	6							
		Follow – Up	11							
Approved by:				David Carpenter, Chief of Police						

**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 Chairman stated the number of members present constituted a quorum and the regular meeting of the Board of Zoning Adjustment was called to order at 6:00 p.m.

Call of Roll:

Members Present:

Walt Crimmins
Billie Mayhand
Glen Swaney, Chairman
Jeri Hargiss

Staff Present:

William H. Eady, Sr., Director of Community Development
Pat Houston, Recording Secretary

Members Absent:

Willie Robison
Frank Lamb
Barry Taylor

Staff Absent:

Jerry Speegle, Attorney

The Chairman stated we will get into the appeal in a minute, but first approval of the minutes from the last meeting. Has everybody had an opportunity to read those minutes? Are there any corrections or additions? If not, the Chair will entertain a motion to accept the minutes as written.

Approval of Minutes:

The minutes of the June 1, 2006 meeting were considered for approval. A **Motion** was made by **Mr. Crimmins** and **Seconded** by **Mr. Mayhand** to **approve the minutes as written.**

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

Mr. Crimmins	Aye
Mr. Mayhand	Aye
Mr. Swaney	Aye
Ms. Hargiss	Aye

New Business:

Appeal #2006-04, Lambco, Wayne & Phyllis Lambert

The Chairman stated we only have four members of the Adjustment Board here tonight, which in essence means that everybody, on the Committee,

must vote aye to approve an appeal. Normally the number voting would be five, but tonight we just have four. So, you need to accept that if you present your appeal to the Board tonight. The first appeal here tonight is Appeal #2006-04. Mr. Eady, would you get us started.

Mr. Eady displayed color transparencies of Lot 160 & 161 on Camellia Court in the Whispering Pines Subdivision. He stated, Mr. & Mrs. Lambert, who live at 2410 McPhillips Drive are requesting that they be allowed to encroach the front setback line on Lot 160 and 161 on Magnolia Court by ten-feet. It is in an R-1 zone. They are building a house on it, which means they have a forty-foot setback in the front, so there will still remain thirty-feet afterwards, if it is approved. I had a conversation with the gentlemen across the street, and he said he has no problem with what the Lamberts are planning to do. He has started some work in there, and you can see that there are a good bit of wetlands in the back. This is a floor plan of the home they are planning to build. As you can see, it gets real deep in that area right there, and this is the fill that he started placing in there. I am not sure, maybe he can tell you, if there is a running stream back there or not. There is also a ditch down towards here, and this area is the only high place on the site. The gentleman across the street told me that, at one time, all of this was a part of his lot. His lot is up real high, as far as the slope is concerned, and that all of the drainage came off here and ran along here. The water now drains in through here, and the City is looking at possibly putting a pipe in here to collect some of that water and carry in on into that area to stop the erosion. The property line is actually along this area right here. They are asking for it to be a thirty-foot setback.

Mr. Crimmins asked how much of a setback would that leave?

Mr. Eady stated thirty-feet across the front. There is forty-foot total on the front, in an R-1 zone.

Mr. Crimmins stated they would go from forty-feet to thirty-feet.

Mr. Eady stated yes, sir.

The Chairman stated on the plans you presented it appears they plan to build a house on both lots.

Mr. Lambert stated I have actually created a house plan that is better than the one I gave them earlier. I changed it because of the distance between the setbacks. There are new plans.

The Chairman stated you are, Mr. Lambert, for the records.

Mr. Lambert stated yes, sir. I wanted to say it is not Magnolia Street. On the map it says Magnolia Street, but it is actually called Camellia Court. It has been changed since those maps were made.

Mr. Lambert stated what we are trying to do is stay away from the wetlands, stabilized it, and take out as less trees as possible.

The Chairman stated I see. Do you still plan to build on half of both lots?

Mr. Lambert stated yes, sir. That is the only place you can build it. It would be almost impossible to build on just one lot.

The Chairman stated the setbacks you are requesting are still within accordance with the area.

Mr. Lambert stated let me point out that for some reason or another Camellia Court is the only street, in the area, that has a sixty-foot easement or right-of-way. All the rest of them in the subdivision are fifty-feet. So, it is not really going to appear that it is really any different by moving it ten-feet forward. Another thing is, not the house right next door, but the other two houses down the street are sitting forward also. They are not forty-feet back, at all. They are probably the same, if not closer. The way it is wooded and the way it sets you will not be able to tell it sits forward at all. Aesthetically, the landscaping has been a certain way for thirty something years, but we are going to put up a nice house that meets with the terrain. The way we are setting it up, you will not be able to tell it all.

The Chairman stated anything additional you want to say?

Mr. Lambert stated other than the fact that we have redesigned our plans to try and fit it in there better. I design houses so I am trying to fit something that looks good in here that does not encroach any further than required. It actually will be a little more elongated. We are lucky that the City has corrected a lot of the erosion already that was actually eroding away the street. We have corrected a lot of that. I have been working closely with the Street Department correcting some drainage that comes from across the other side of the street, which drains several lots. Drainage is what I do, so we are going to try and fix that, and make the cul-de-sac look good. We are going to put in some nice trees.

The Chairman stated it is a nice subdivision. Does anybody else want to speak in favor of this appeal?

Mr. Steadman stated my name is John Steadman, and I live directly across the street, from where Mr. Lambert's property is. I have been there forty-one years. I had my house built, where it is now, in 1965. The lot has remained vacant all these years. Because of the steepness of it, nobody wanted to touch it. The man that owned the property prior to Mr. Lambert buying it, would not give a right-of-way, when the City sewers were suppose to be put in our area. As I understand it, Mr. Lambert has offered the right-of-way, so there are three of us on the street that does not have sewer.

Mr. Steadman stated I cannot see it in the foreseeable future, unless Mr. Lambert gives the right-of-way. There is my home, the one right

next to me, and the one on the right hand side of my property. If he cannot get this to come through or have this agreed upon, then there is no way that I am ever going to have sewer in there.

The Chairman stated I would think though, Mr. Eady that the sewer will be coming down that street. Would it not?

Mr. Eady stated should be, but they do not have it.

Mr. Lambert stated no, sir, we do not. At the end of the cul-de-sac the elevation goes down too low to drain back up.

Ms. Houston stated excuse me, but I am not getting any of this on the tape. I am so sorry.

The Chairman stated maybe you can speak up. Thank you very much.

Mr. Lambert stated thank you, sir. When they installed sewers last year or year, before the bottom of the cul-de-sac runs downhill to where mine and Mr. Steadman's properties are, and what happens is there is not enough fall to drain back to the main street on Camellia Lane, which is the cross street that would be the main server from the sewer station. So, what they did was run down the creek behind me, and they stopped right behind my property. I have been told by Terry that in the future that they are going to extend the sewer on up to one of the subdivision on Whispering Pines Road, and at that time we are going to tap through my north line right up to the back of the cul-de-sac, along the creek there, then right around the end of the cul-de-sac. They probably will not have to take to the end of the street.

The Chairman stated thank you very much, and if you would just stay there for a second.

Mr. Steadman stated I would like to say one more thing. I met with Mr. Lambert on two or three, four different occasions while he was out there doing this work. I can see that the man is going to build something decent across the street over there, and I do not have any problem with it at all. I look forward to having him as a neighboring.

The Chairman stated thank you, Mr. Steadman. Does anybody here want to speak against this appeal? If not, are there any other questions from the Board. Will you stay there for a moment, please?

Mr. Crimmins stated I have just one. Mr. Eady, there is a picture in here called "image 14", would you have that in one of your graphs there.

Mr. Eady asked which one?

Mr. Crimmins stated it is "image 14".

Mr. Eady asked is that the one you are talking about.

Mr. Crimmins stated no. It is the one with the road cut in it. That looks like the back of it. Maybe, that is it. Turn that around. Okay, that is it. Does that show where the front of the house will be?

Mr. Lambert stated yes. See where the tank is, and the perm of dirt that is running right there parallel beyond the tank, that is the house position if the thirty-foot setback is allowed. The house will extend, it will actually extend over, probably, beyond that pine tree area against those pads.

Mr. Crimmins stated I have got you.

Mr. Mayhand stated how much backyard footage will be left on the rear once your house is in there.

Mr. Lambert stated probably about fifty or sixty-feet. It is a very steep grade down through it, and that is why we are trying to stay away from it as much as possible.

The Chairman stated okay. Any additional discussion or questions?

Mr. Lambert stated oh, by the way, the hill is actually red dirt, and that dirt has not been brought in. There is some dirt that has been brought in, but that whole hillside is red dirt. It is not like we were bringing that dirt in.

The Chairman stated if there are no additional questions, the Chair will entertain a motion.

A Motion was made by Mr. Crimmins and Seconded by Ms. Hargiss to approve Appeal #2006-04, Lambco, Wayne & Phyllis Lambert, request for a variance to allow the front setback line on Lots 160 & 161 on Camellia Court in the Whispering Pines Subdivision to be moved forward 10-feet.

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

Mr. Crimmins	Aye
Mr. Mayhand	Aye
Mr. Swaney	Aye
Ms. Hargiss	Aye

The Chairman stated obviously, there are no nays. The appeal is accepted, and you can pick it on tomorrow morning. Is that correct?

Ms. Houston stated that is correct. First thing in the morning.

Mr. Lambert stated thank you, very much.

The Chairman stated let us move on to the next Appeal #2006-05. Again, Mr. Eady, if you would like to start us off.

Mr. Eady displayed color transparencies of 805 Captain O'Neal Drive. He stated Mr. Karl Gustafson has made a request to allow a 17' x 30' addition unto the existing house at 805 Captain O'Neal Drive. The lot is twenty five-feet wide and four hundred and fifteen-feet deep according to the survey made on January 19, 1988, done by McCrory and Williams Engineers. This shot shows you the gravel drive from Captain O'Neal Drive down to the home. Where it says variance request is where the home is located.

The Chairman stated the variance request appears on the front of the house, I guess.

Mr. Eady stated you can see the back here. This gives you a little better view of the area. The blue area is the area he is working with, and this area right here is where the driveway goes all the way to Captain O'Neal Drive. The area here is his property, and this is an ingress egress easement, I think, I assume it goes to any one of these properties in here. He can answer that question a little later. The property he is concerned with is this one.

The Chairman stated may I ask a question Mr. Eady, as you are going through. Why is this lot only twenty five-feet wide? Was it once an access to the bay?

Mr. Eady stated it appears to me that it was. I do not have anything that says that it is. We do have some other accesses along the Bay that are twenty five-feet wide or twenty-feet wide. I had one map that showed it as part of this property in here. Mr. Gustafson's property is this one, and it is twenty five-feet wide, and I really do not know what the purpose of it was. In talking with some of the neighbors down there it appears that at one time there was a fishing camp in here. I do not know if the home that is there now was a part of the fish camp. I do not know the answer to that. This is the front view of the home, and this is the property line. In fact, the left fence is off of the property line a little bit, in that direction, and this right in here is the property line on the other side connecting with these two lots. This is standing on the pier looking at the rear of the home, and this is a shot of the drive standing in front of the home looking back to Captain O'Neal. The final shot shows the second floor of the home which has been added, at some point. It has just been added because this is the old metal roof and this is a shingle roof right there. The lot is twenty five-feet wide and four hundred and fifteen-feet deep according to the survey. The width of the lot, twenty five-feet wide makes it non-conforming. I have given you the definition, and some parts of the Ordinance to make reference to. You see where it says non-conforming use on page 26, (121) a use of land existing lawfully at the time of the enactment of this Ordinance, or at the time of a Zoning Amendment and which does not conform with the regulations of the district in which it is located.

Mr. Eady stated the property is also located in an R-1 Single Family Residential Zone, which requires a lot to be one hundred-feet in width at the setback line and contain twenty-thousand square feet. Also,

noted in Section 9-4, under "Lots" on page 38 it says "residential lots served by central water and sewerage systems shall not be less than fifty-feet wide at the building setback line nor less than five thousand square feet in area, provided they comply with the requirements of the zoning district in which the development is to occur, and certainly this does not comply with the R-1 zoning district. The property is served with water and sewer, but it does not comply with R-1 zoning requirements. Also, if you look on page 37 at 9.2, I think your book may say 9.4, but it is actually 9.2, page 37, (1) No nonconforming building can be structurally altered, except for repairs on or the installation of plumbing fixtures required by law; the changing of interior partitions; interior remodeling, cannot be substantially added to, moved, or extended in any manner unless such building is changed so as to conform with the provisions of this Ordinance. Also, "Lots of record" in Article 9.6 on page 37, (3) a nonconforming use of land shall be restricted to the lot occupied by such use as of the effective date of this Ordinance. The effective date of the Ordinance was 1987. A nonconforming use of a building or buildings shall not be extended to include either additional buildings or land subsequent to the enactment of this Ordinance, and I have showed you the pictures.

The Chairman stated your points are dually noted, Mr. Eady. Mr. Gustafson what would you like to say about this appeal.

Mr. Gustafson stated I appreciate it Bill. I am Karl Gustafson, and as you can tell this is an interesting house that has developed in that area. The house was the first in the subdivision. The way it is told to me, Bill do you have your pointer, is this whole strip was once owned by one group, who originally owned it all. They put a house there, originally. It was the first lot. The first house in the subdivision was that one. Then in 1987 they renovated it into what you see now, the two-stories, but the guy that owned this, to my knowledge, sold off on both sides and ended up keeping this piece of property to himself. It is a private driveway, and it is not an easement for the general public.

The Chairman stated there are multiple drives or multiple houses off of that drive. Is that not correct?

Mr. Gustafson stated yes, sir.

The Chairman stated okay.

Mr. Gustafson stated my part is the only one here that does, and Andy Citrin uses it. Just for trivial knowledge, all of these people I have known for fifteen, twenty years. Warren West, I understand use to sit on the committee with you all. What we are trying to accomplish here, and it is funny that we are talking about their sewer.

Mr. Gustafson stated the house only has one full bathroom upstairs. I have a thirteen year old girl who wants a bathroom for herself. So what we are trying to do is add enough onto the house to add a full

bathroom and a full bedroom for her. It just happens to be Warren's great-grand niece on his side. A variance has been granted in the past to this house and this house of similar form. They added an addition here and they added an addition on the back.

The Chairman stated by similar form what do you mean.

Mr. Gustafson stated they did not conform to the setback, so they were allowed variances to add onto their house.

The Chairman stated I see.

Mr. Gustafson stated my hardship here other than the thirteen year old is the fact that you are not going to find many twenty five foot lot wide properties. That is a hardship with the property. One is it was the original piece in the area, and the fact that it is just twenty five-foot wide.

Mr. Mayhand asked when did you purchase it?

Mr. Gustafson stated I purchased it just a couple of months ago.

Ms. Hargiss stated you are not going to have a garage there?

Mr. Gustafson stated no, madam.

Ms. Hargiss stated I just wondered a lot of them down there do.

Mr. Gustafson stated I might try and put a spot where we can pull up under the addition, but I had not thought of a closed in garage.

Ms. Hargiss stated that is what I was asking. That is all.

Mr. Gustafson yes, madam. We will try to do that it depends on whether the supports will allow it.

Ms. Hargiss stated I just wondered because so many lots near the water enjoy having those for more space.

Mr. Gustafson stated yes, madam, and that is really about it. From what I read from the information is, you know, that I have got to come up with a legitimate hardship, and that was to only one that was represented to me, as being a real hardship, that pertained in the guidelines. I consider a thirteen year old needing her own bathroom a hardship. I started to bring her down here, but she would do it. The fact that the house was the original in the area, I mean it is the oldest home in that area. All of the other houses were just built prior, after this one.

The Chairman stated although we do have on record a letter, from, I guess, Mr. West, on lot 5 that you see up there, that indicate the original structure was a fish camp, single story. Is that correct?

Mr. Gustafson stated yes, sir. In 1987 the owner, who I bought it from, Hank Jordan, raised it and renovated the property with the City's approval to do so. There is even a letter that when I bought the property that is recorded with the minutes from the meeting with the City that grants the right that if it ever burns or blows down, a hurricane takes it down it can be rebuilt, also.

Mr. Crimmins stated would you say that again.

Mr. Gustafson stated there is a letter recorded and minutes from the City Council granting, and a letter from the Mayor, granting the right that if the house ever burned or is blown down it can be rebuilt.

The Chairman stated that would be back in 1987.

Mr. Mayhand stated however, it appears to me that the hardship is actually being induced by yourself. It is not like when you bought this property you did not know there were some problems with the size being in an R-1 zone. So, in my opinion, I just think the hardship is being induced by yourself, and that the property is not the problem. It is you wanting to add onto it that creates the problem.

Mr. Gustafson stated right.

The Chairman stated if you would just stay there, Mr. Gustafson. Does anybody else want to talk for this appeal, address the committee for this appeal or anybody against the appeal? Any additional questions? Mr. Crimmins?

Mr. Crimmins stated no.

Mr. Hargiss stated you know, I will say one thing, I reviewed the pictures of your yard, and it is a nice piece of property. I can well understand with a family that you need a little bit more space.

Mr. Gustafson stated thank you.

Ms. Hargiss stated it is a nice area. I drove down that way, and I well understand what you want to do with it. I feel it will enhance the property if the neighbors have already approved it, you know. It is a nice neighborhood.

Mr. Gustafson stated I did speak with all of the neighbors, and a couple of them did offer to come down, and admit their mistake. I told them it was not necessary because they would have written in the problem, if they had a problem.

Ms. Hargiss stated that figures.

The Chairman stated well, again, I will mention Mr. West did. He said he could not attend, but did want to send a letter. The other neighbors you talked to were which ones.

Mr. Gustafson stated I talked with Warren and Gayle Dearman, which Warren is right here, his house is right here. He owns all the way down, and this is David, I forget Dave's name.

Ms. Corte stated Donnell.

Mr. Gustafson stated Donnell. David Donnell. They just bought the house before I bought this one. They told us about the variance that they got on the back side, and this is Gayle Dearman, who has probably been there a second longer than the rest of them, who got her variance on this side. Gayle specifically offered to come down and speak and support it. Warren said that he was not going to oppose it. He had talked to Bill Eady before, you know, about coming down and doing something valid. Bill had backed up what his position is already, is that, you know, Warren thought, I do not think that they are going to be able to add onto it because of the parts that came out. Warren was supportive if we could get it. I mean he was talking that he would not stand in our way.

The Chairman stated okay. Any additional questions or discussion? Everybody has to vote for this appeal. The appeal motion has to be made in a positive manner, so I will call now for a motion concerning this appeal.

A Motion was made by Mr. Crimmins and Seconded by Ms. Hargiss to approve Appeal #2006-05, Karl J. Gustafson, 805 Captain O'Neal Drive, for a variance to allow a 17' x 30' addition onto the existing nonconforming structure.

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

Mr. Crimmins	Nay
Mr. Mayhand	Nay
Mr. Swaney	Nay
Ms. Hargiss	Aye

The Chairman stated I am sorry the appeal is denied.

Mr. Gustafson stated well, I appreciate you all taking the time and effort to review it.

The Chairman stated thank you.

Mr. Eady stated explain to him that he has fifteen days to notify us.

The Chairman stated before you leave, Pat would you like to make that explanation about he has fifteen days.

Ms. Houston stated let Mr. Eady do it.

Mr. Eady stated he has fifteen days to notify the City, plus our department, if he intends to appeal to the Circuit Court.

The Chairman stated okay.

Mr. Gustafson stated to appeal what.

The Chairman stated you can appeal to the Circuit Court, if you notify us within a fifteen day schedule.

Mr. Gustafson stated thank you.

The Chairman stated thank you. Is there any additional old or new business, Mr. Eady.

Mr. Eady stated no, sir. I am disappointed that our attorney is not here. I do not know why, but in cases like this and others we do need legal advice from time to time, and that is not the purpose of this Board. It is a Quasi-Judicial Board, and I think our attorney should be here, and I request that the Board so makes a motion or whatever that we write the attorney a letter to request that he is here at every meeting or a representative from his office be here.

The Chairman stated let us put that in the form of a resolution, and I will inaugurate the thing by saying that we do wish that the attorney for the Board of Zoning Adjustments to appear at the meetings, if all possible. If we could let us have a vote.

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

Mr. Crimmins	Aye
Mr. Mayhand	Aye
Mr. Swaney	Aye
Ms. Hargiss	Aye

Adjournment:

The Chairman stated is there anything else, Mr. Eady?

Mr. Eady stated no. We will write the letter for your signature.

The Chairman stated okay. I will drop by and sign it.

A **Motion** was made by **Mr. Crimmins** and **Seconded** by **Mr. Mayhand** to **adjourn. The Motion carried unanimously.**

There being no further business the meeting was adjourned at 6:40 p.m.

Respectfully submitted by:

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF APRIL 6, 2006 - 6:00 P.M. DRAFT
COUNCIL CHAMBERS, CITY HALL

Pat Houston, Recording Secretary

APPROVED: September 7, 2006

Glen Swaney, Chairman

/ph

**Daphne Library Board
June 12, 2006
Meeting Minutes**

In Attendance:

Library staff member Deborah Norris, Board Members Glenn Swaney, Chairman, Gayle Robinson, Cassandra Day, Ernie Seckinger, Anita Rigas and visitor Jim Morris. Absent were Nancy Seale and Council Representatives John Lake and Gus Palumbo.

Call to order:

After a quorum was established, Glenn Swaney called the meeting to order at 4:45pm.

Reading and Approval of Minutes:

The minutes of the May 8, 2006 meeting were reviewed and approved.

Monthly Reports:

A revised Monthly Report for April was presented, noting that 2000 people participated in the Spring Into Reading Festival, which is a record number. The Report for May was presented to the Board and accepted also. Circulation is up over 12.5% and computer users are also up.

Report on Carpeting:

Mr. Swaney reported that the new carpet has been installed and matches the old perfectly. Three City workers and Library staff worked on Memorial Day weekend to move books out and put them back in place when the installation was complete. Glenn and the staff were thanked for their hard work.

DVD Discussion:

DVDs are still being taken, with the loss to the Library being approximately \$900. Discussion followed on the possibility of putting them behind the desk in drawers built as part of the counter. Glenn will revisit this and report possible solutions at the next Board meeting.

Library Expansion Update:

It was reported that we are about ready to do preliminary engineering and begin fund raising.

Public Participation:

New Daphne resident Jim Morris was welcomed to the meeting. He was a former Library Board member in Newport News and complimented our monthly reports. His library also had DVD losses and set up an electronic alarm system. Glenn reported that the estimated \$10,000 cost of such a system may prove too expensive for us.

The meeting adjourned at 5:30pm.

Respectfully submitted by Anita Rigas

**Daphne Library Board
July 10, 2006
Meeting Minutes**

In Attendance:

Library Director Tonja Young, Board Members Glenn Swaney, Chairman, Gayle Robinson, Cassandra Day, Ernie Seckinger, Anita Rigas, Council Representative Gus Palumbo. Absent was Council Representative John Lake.

Call to Order:

After a quorum was established, Glenn Swaney called the meeting to order at 4:00 pm.

Reading and Approval of Minutes:

The minutes of the June 12, 2006 meeting were reviewed and approved.

Monthly Reports:

The Monthly Report for June was presented to the Board and accepted. It was noted that while total numbers were down slightly, computer users were up. An update to the BCLC system will be done some time this month. Discussion followed on identifying new items in the Library, with possibly having a list at the circulation desk and having them published in the Friends' newsletter.

Public Participation:

None

Old Business:

Concerning the salary of the Director, Mr. Swaney, Ms Robinson, and Mr. Seckinger reported on a meeting held several weeks ago with the Mayor and Ms Young reported on a meeting with Ms Currenton, Human Resource Director. The salary is still being negotiated. Discussion followed with Mr. Palumbo about the need to have this position reclassified with the City, reminding him that under State law the Library Board has the authority to disperse Library money. Mr. Palumbo will follow up with this effort and support the Board in this reclassification. Motion was made by Gayle, seconded by Ernie, that Glenn meet with the Mayor as soon as possible to settle this issue. Motion carried.

New Business:

Mr. Seckinger proposed that the Board have a liaison from the Friends attend Board meetings.

Library Issues and Updates:

Library Business: Ms Young informed us that a City car was offered to the Library but it was determined that this is not needed. The Board approved the acceptance of a donated subscription to the Christian Science Monitor. The National Geographic Magazine collection will be weeded out with Tonja looking into sharing of them with various groups.

Use of Library funds: It was noted that the staff needs personal space so Ernie moved and Glenn seconded that staff lockers be obtained and placed in the back hall. Motion carried. The Director informed the Board that she will make a personal purchase of a cabinet for her office. The Board will check to see if we can make this purchase. A new desk for the Children's Librarian needs to be purchased. Motion was made by Ernie and seconded by Anita that one be obtained with the price not to exceed \$999. Motion carried. Discussion followed on Aquabrowser, an improved search system for patrons that makes the process really easy. BCLC wants the system, which has a price tag of \$6,000, to be County wide. Orange Beach Library has offered to pay half the cost, with the rest coming from the other libraries. We agreed to put \$500 as our part toward this effort.

Requests to the Friends of the Daphne Library: Three computers to be set up for the preschool, elementary, middle school ages to use, with no internet access. Several thin-client computers with no hard drives, only catalogs, will be set up for searching the collection with the present catalog stations being set up for the Young Adult area for word processing, with no internet access. The Friends have also allocated \$1,500-2,000 for shelving in the Children's Tower and \$5,000 for books.

Staff Business: The Director passed out copies of a questionnaire she distributed to the staff with a summary of their responses and suggestions, and a list of her own thoughts. Several issues were discussed at length. Automatic doors are needed as the ones we have pose problems for the handicapped, elderly, and patrons with strollers. Deep cleaning and reorganizing of the Library will take place on July 22. We will be open on Tuesday nights this Fall thanks to three extra hours from the City and a staff person who will work mostly nights and Saturday. Overtime/comp time issue was discussed with Mr. Swaney offering to talk to the City about this. Tonja will continue to look into DVD security. The cell phone policy will more strictly enforced as will the no food policy at the front desk. The staff will provide more in-depth training for shelvers. Discussion followed on coordinating all library events so everyone will know what is happening by possibly posting them on a large calendar and putting the Library calendar on the website. The Friends will be asked to purchase a new digital camera. Ms Young reported on staff member Jessica Seals being harassed by a patron. She went to Human Resources and they had her file a police report. Glenn will again ask that the police show up at closing time and remain until the staff is gone. Hopefully the new Children's Librarian will be hired soon and as

always, discussion followed about the need for more staff, especially a full time person.

The meeting adjourned at 6:30pm.

Respectfully submitted by Anita Rigas.

**CITY COUNCIL MEETING
MAYOR'S REPORT**

NOTES:

CITY ATTORNEY'S REPORT

NOTES:

DEPARTMENT HEAD'S COMMENTS

Shawn Rowell
27825 Co Rd 13
Daphne, Al. 36526

City of Daphne, Alabama.
Attn: Mayor Small

Re: Request for a Counsel Meeting Concerning a Purported Right of Way on
the Plat of Innisfree.

August 08, 2006.

Dear: Mayor Small:

I write to submit a request to make an official appearance within a work session or before an open forum in front of the city planning and zoning committee to discuss the ambiguity of a purported right of way on the plat of Innisfree. Over the past six months to a year, official city documents concerning the purported right of way, have lead to a chain of events that have adversely affected the legitimacy of the purported right of way. After several meetings with city officials, direct involved employees and city engineers no one has had conclusive answers concerning my encumbered property. Unfortunately, there have been conflicting opinions between members of the city, as well as the contracted city engineers who designed the property.

It is completely obvious that the communication and leadership concerning this issue has been aloof, impotent and grossly disregards the facts that could lead to a proactive conclusion. I feel that displaying the facts of this purported right of way will only help to resolve the ambiguity of this subject. My wife and I have worked tirelessly to shed light on this vague issue, and would like to meet to discuss the parameters of this purported right of way. You and every council member will receive a certified package that will outline the problems of my property. I will expect this issue to be totally resolved by the end of September 06. I have displayed a strong sense of diplomatic discipline in my course of actions regarding my private property, and I feel this has lingered into an area of incompetence on behalf of the City of Daphne.

Regards:



Shawn Rowell

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

NOTES:

RECOMMENDATIONS

COUNCIL COMMENTS:

**RESOLUTION 2006-67
PREPAID TRAVEL**

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

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

***Ha Le Riggio (Fi Fi), Court Magistrate, Certification Training and Maintenance
Training Institute for Municipal Court Clerks and Magistrates, October 10-13,
2006, Hoover, AL - \$140***

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

**APPROVED AND ADOPTED BY THE CITY COUNCIL, CITY OF DAPHNE, ALABAMA on
this ____-__-__ day of _____, 2006.**

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk MMC

RESOLUTION NO. 2006-68
2006-HH-PD/TRAFFIC ACCIDENT INVESTIGATION EQUIPMENT

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 PD/TRAFFIC ACCIDENT INVESTIGATION EQUIPMENT will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the PD/TRAFFIC ACCIDENT INVESTIGATION EQUIPMENT and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the PD/TRAFFIC ACCIDENT INVESTIGATION EQUIPMENT be awarded to ASC Inc.

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 ASC Inc. for unit cost as bid herein and made a part hereof for BID SPECIFICATION NO. 2006-HH-PD/TRAFFIC ACCIDENT INVESTIGATION EQUIPMENT.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ___day of _____,2006.

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

2006-HH-PD/TRAFFIC ACCIDENT INVESTIGATION EQUIPMENT

IF ITEMS ARE NOT SOLD INDIVIDUALLY THEN LIST (INCL) ON COST (\$____) LINE.
ANY CHANGES IN SPECIFICATIONS MUST BE LISTED BESIDE ITEM!

ITEMS(S):

- NIKON DTM-332 TOTAL WORK STATION \$ 5523.35
- NIKON PROTECTIVE CARRY CASE FOR THE DTM-332 \$ inc.
- NIKON DTM-332 BATTERY CHARGER \$ inc.
- NIKON DTM-332 TRANSFER CABLE (SERIAL PORT) \$ 70.95
- ON-BOARD NI-MH BATTERIES TYPE BC-65 \$ inc.
- COLLAPSIBLE TRIPOD WITH CARRY STRAP AND CARRYING CASE \$ 145.95
- METAL PRISM SYSTEM WITH SPOTTING HOOD LENS COVER AND PADDED PRISM BAG \$ 276.80
- MINI PRISM WITH CASE \$ 241.95
- FLASHING PRISM CANISTER \$ inc.
- PRISM POLE WITH ADJUSTABLE HEIGHT, BUBBLE LEVEL AND CARRY CASE \$ 139.95
- VERICOM COMPUTER: VERICOM 3000 BRAKE METER #32430-VAC, WITH CARRY CASE, WALL CHARGER, CAR CHARGER AND LARGE MOUNTING BRACKET KIT \$ 988.00
- NOTEBOOK COMPUTER: PENTIUM 4, 15.4" WXGA, INTEL PENTIUM-M 750 (1.85 ghz) 2 Mb 533 FSB, 512MB 333MHZ DDR SO-DIMM, 80 GB 5400RPM HARD DRIVE 2.5", MICROSOFT WINDOWS XP PRO. \$ 1570.00
- SOFTWARE: LICENSE VISUAL STATEMENT VISTA FX PRO RECON PLUS. THIS INCLUDES:
 - 1.) VSI-LE DRAWING PACKAGE WITH ADVANCED TOOLS, ALL SYMBOLS LIBRARIES AND MODULES.
 - 2.) INTERVIEW PRO, CUSTOMIZABLE INTERVIEWING WORD PROCESSOR AND PROMPTER.
 - 3.) VEHICLE SPECS DATA BASE, INCLUDES OVER 3000 VEHICLES.
 - 4.) VISUAL ANALYST, COMPLETE COLLISION EQUATIONS MODULE.
 - 5.) 2D & 3D ANIMATION
 - 6.) CRASHMATH
 - 7.) 3D HUMAN MODEL
 - 8.) ELECTRONIC STATE REPORTS
 - 9.) CRASH FX
 - 10.) HAWKEYE
 \$ 4995.00
- TRAINING ON THE EQUIPMENT AND SOFTWARE *for 4 officers* \$ 2447.05

PRICES MUST INCLUDE ALL SHIPPING COSTS.

ALL EQUIPMENT MUST BE DELIVERED WITHIN 21 DAYS AFTER BID AWARD

GRAND TOTAL \$ 16,399.00

2006-HH-PD/TRAFFIC ACCIDENT INVESTIGATION EQUIPMENT

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

OPTION:

- > Additional purchases may be required throughout the year for same unit cost as stated in bid. contract. Quantities and frequency of purchases will be at the City's discretion. Equipment must be of comparable quality or better (based on market availability).

Comply

Do not Comply

COMPANY NAME

ASC Inc.

PHONE NUMBER

315-364-7416

FAX NUMBER

315-364-6859

FEDERAL ID#

16-1595679

Lisa A. VanVorce

AUTHORIZED SIGNATURE

Lisa A. VanVorce

PRINT NAME

Quotation for the described bid submitted to the City of Daphne, Alabama this ____ day of _____, 2006.

STATE OF New York, COUNTY OF Cayuga, This The 11th of August 2006
Sworn to be for me by Lisa A. VanVorce

Kelly Rene Wade
Notary Public

KELLY RENE WADE
Notary Public, State of New York
6114706
Qualified in Cayuga County
Commission Expires August 23, 2008

THE BID MUST BE RETURNED IN PERSON TO:

BY MAIL TO:

CITY OF DAPHNE
ATTENTION: SUZANNE HENSON

1705 MAIN STREET
DAPHNE, ALABAMA 36526

CITY OF DAPHNE
ATTENTION: SUZANNE
HENSON
P.O. BOX 400
DAPHNE, ALABAMA 36526

(FAXED BIDS WILL NOT BE ACCEPTED)

Resolution 2006-69

Dauphine Acres East - Phase III - Sewer

WHEREAS, the City of Daphne did heretofore appoint Mr. Rob McElroy, in his capacity as General Manager of the Utilities Board, to serve as project administrator (hereinafter referred to as "Administrator") for the various sewer projects as approved by the City of Daphne and funded by the 1999 Warrant Issue; and

WHEREAS, the City of Daphne did heretofore approve the Dauphine Acres East sewer project; and

WHEREAS, the Administrator did receive bids on behalf of the City of Daphne for the Dauphine Acres East project; and

WHEREAS, bids as submitted were reviewed by the Administrator and the Administrator did make a recommendation to the Daphne City Council that the bid be awarded to R & B Contracting Co., Inc.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Daphne that the City of Daphne hereby awards the bid in the amount of \$949,424.23 for the Dauphine Acres East project to R & B Contracting Co, Inc. and the Mayor is hereby authorized to execute such contract.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this ___ - day of _____, 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

RESOLUTION 2006 - 70

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

WHEREAS, the Department Heads of the City of Daphne have determined that the items scheduled on Schedule A are no longer required for public or municipal purposes; and

WHEREAS, the items on said Schedule A are recommended for disposal.

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

- 1- The property included on Schedule A and attached hereto is hereby declared to be surplus property and
- 2- The Mayor is authorized to advertise and accept bids through Govedeals.com as contracted for the sale of such personal property and
- 3- The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the General Fund. The Mayor is further authorized to direct the disposition of any property on Schedule A which is not claimed by any bidder.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this ____ day of _____, 2006.

Greg Burnam
Council President
Date & Time Signed:_____

Fred Small
Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen
City Clerk MMC

SCHEDULE A

DEPARTMENT	VEHICLE #	VEHICLE DESCRIPTION	VIN #
BLDG INSPECTION	397	1997 FORD CROWN VIC	2FALP71W5VX134831
BLDG INSP/MECH	395	1995 FORD CROWN VIC	2FALP71W35X152658
PARKS	37	1990 GMC TC 10903 PU	1GTDC14H0LZ528099
FIRE	7144	AIR COMPRESSOR, CAMPBELL HAUS FELD	01172

RESOLUTION NO. 2006-71

**A Resolution Approving Contract:
Eastern Shore Chamber of Commerce**

WHEREAS, the Eastern Shore Chamber of Commerce provides its members with Important services which will assist in the marketing of Daphne Civic Center; and

WHEREAS, the Mayor and the City Council of the City of Daphne believe that a Public purpose is served through membership in the Eastern Shore Chamber of Commerce; And

WHEREAS, the Eastern Shore Chamber of Commerce has agreed to enter into a Contract with the City of Daphne to provide the services as set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA as follows:

1. That there is \$207.00 appropriated in the Civic Center Fiscal 2006 budget that may be used for the purpose of entering into a contract with the Eastern Shore Chamber of Commerce.
2. That the Mayor and City Clerk are hereby authorized to execute the Contract As hereby attached on behalf of the City of Daphne.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this the ____ day of _____, 2006.

GREG BURNAM
COUNCIL PRESIDENT
Date & Time Signed: _____

FRED SMALL
MAYOR
Date & Time Signed: _____

ATTEST

DAVID L. COHEN
CITY CLERK, MMC

CONTRACT FOR SERVICES
CITY OF DAPHNE

AND EASTERN SHORE CHAMBER OF COMMERCE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

This agreement is by and between the City of Daphne, Alabama (hereinafter referred to as Daphne) and the Eastern Shore Chamber of Commerce, (hereinafter referred to as the Chamber).

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$207.00 to be Paid by Daphne to the Chamber, the parties hereby agree as follows:

1. That Daphne shall pay \$207.00 to the Chamber for one year's service.
2. That in consideration of the payment of the above stated funds, the Chamber agrees to provide Daphne with the following services:
 - (a) General membership services including, but not limited to, the providing of information Concerning the Daphne Civic Center and/or Daphne Bayfront Park to its members and other individuals, groups, and organizations that make inquires concerning the availability of facilities and events in Baldwin County/Eastern Shore area.
 - (b) Opportunities to increase revenues through networking at monthly events, business Referrals, hot-link to the Chamber's web page, and providing marketing and public relations opportunities.
3. The Chamber further agrees that upon the breach of any of the covenants and agreements herein contained on account of any act of omission or co-omission, Daphne may, at its option, terminate and cancel this Agreement.
4. The Chamber shall not transfer or assign this contract or any of the rights previously granted Herein without prior written consent of Daphne.
5. This Agreement shall be in effect for a period of one (1) year beginning _____ and ending _____, and may be renewed by mutual agreement between parties.

This Agreement is entered into on the _____ day of _____, 2006.

CITY OF DAPHNE

Fred Small, Mayor

ATTEST

David L. Cohen City Clerk, MMC

EASTERN SHORE CHAMBER OF COMMERCE

By: _____

Position: _____

**CITY OF DAPHNE
RESOLUTION NO. 2006-72**

**RESOLUTION AUTHORIZING THE CITY OF DAPHNE FIRE DEPARTMENT
TO OPERATE AS AN ADVANCED LIFE SUPPORT EMERGENCY MEDICAL
SERVICE**

WHEREAS, the City of Daphne Fire Department currently provides basic life support services within the Daphne City limits; and

WHEREAS, the City of Daphne Fire Department desires to upgrade its licensed status from Basic Life Support Service to Advanced Life Support Emergency Medical Service in order to provide faster access to an advanced level of care; and

WHEREAS, the City Council of the City of Daphne, Alabama desires to promote the health, welfare and safety of the citizens of Daphne, Alabama; and

WHEREAS, the Mayor and City Council due consideration believe the upgrade of the Daphne Fire Department's licensed status from Basic Life Support Emergency Medical Service to Advanced Life Support Service is proper and in the best interest of the City,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the City of Daphne Fire Department is hereby authorized to upgrade its licensed status from Basic Life Support Service to Advanced Life Support Emergency Medical Service by the acquisition of:

- (a). Contract with a Medical Physician to serve as the City of Daphne Medical Physician Advisor; and
- (b). Acquire an Advanced Life Support Emergency Medical license from the Alabama Department of Public Health.

ADOPTED AND APPROVED on this the ____ day of _____, 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David Cohen
City Clerk, MMC

ORDINANCE NO. 2006-61

**FOR THE ANNEXATION OF CERTAIN PROPERTY TO THE CORPORATE LIMITS
OF THE MUNICIPALITY OF THE CITY OF DAPHNE, ALABAMA**

POLLARD GOUP, LLC

**(Property located Southeast of the intersection of
County Road 64 and Pollard Road)**

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

WHEREAS, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

WHEREAS, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

WHEREAS, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne on June 22, 2006 and a affirmative recommendation was **approved** for the City Council to consider said request for annexation and said property **shall be zoned R-4, High-Density Single and Multi-Family Residential, District**; and,

WHEREAS, after proper publication, a public hearing was held by the City Council on August 7, 2006 concerning the petition for annexation; and,

WHEREAS, the City Council of the City of Daphne, Alabama has determined that it is in the best interest of said City that the property described in Section 2 hereof be annexed to the corporate limits of the City of Daphne, and that all the requirements of Sections 11-42-21 through 11-42-24, Code of Alabama, 1975, as amended have been complied with by said Petitioner.

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

SECTION 1: CONSENT TO ANNEXATION. The City Council of the City of Daphne, Alabama does by this Ordinance assent to the annexation of the property described in Section 2 of this Ordinance to the corporate limits of the City of Daphne, Alabama, and does by the adoption of this Ordinance, extend and rearrange said corporate limits to embrace and include such property.

SECTION 2: THE PROPERTY. That property requested to be annexed into the City of Daphne is described in Exhibit "A", attached hereto and made a part of this Ordinance as if fully set out herein.

EXHIBIT "A"

LEGAL:

FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, THENCE RUN SOUTH, 559.7 FEET TO THE BEGINNING CORNER; THENCE CONTINUE SOUTH 763.3 FEET TO A CORNER, THENCE RUN EAST 609.5 FEET TO A CORNER; THENCE RUN N-61°00'48"-W. 48 FEET TO A CORNER; THENCE RUN N-37°45'-W, 937 FEET TO THE BEGINNING CORNER. LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST AND RUN THENCE SOUTH ALONG THE WEST LINE OF THE SAID SECTION, A DISTANCE OF 1241.8 FEET FOR A POINT OF BEGINNING. THENCE CONTINUE SOUTH 81.2 FEET; THENCE RUN S-88°38'-E, 164.7 FEET, TO AN IRON PIN MARKER; THENCE RUN N-17°05'-E, 84.6 FEET TO AN IRON PIN MARKER; THENCE RUN N-88°39'-W 190.2 FEET TO THE POINT OF BEGINNING. SUBJECT TO: A RIGHT-OF-WAY EASEMENT OVER AND ACROSS THE WEST 40 FEET THEREOF IN USE AS PART OF A PUBLIC ROAD. PARCEL CONTAINS 0.33 ACRES, MORE OR LESS, RIGHT-OF-WAY INCLUDED.

SECTION 3: MAP OF PROPERTY. The property hereby annexed to the City of Daphne, Alabama, is set forth and described in Exhibit "B" and attached hereto a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this Ordinance.

SECTION 4: PUBLICATION. This Ordinance shall be published as required by Section 11-42-21, Code of Alabama, 1975, as amended, and the property described herein shall be annexed to the corporate limits of the City of Daphne, Alabama, upon such publication.

SECTION 5: PROBATE COURT. A description of the property described in this Ordinance shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Section 11-42-21, Code of Alabama, 1975, as amended.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this _____ day of _____, 2006.

John Lake
Council Vice President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

Pollard Group, LLC.
ANNEXATION OF 4.11 ACRES
AS R-4 MULTI FAMILY

“Exhibit A”

DESCRIPTION TO ACCOMPANY SKETCH OF 4.11 ACRES TO-WIT:

FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, THENCE RUN SOUTH, 559.7 FEET TO THE BEGINNING CORNER; THENCE CONTINUE SOUTH 763.3 FEET TO A CORNER, THENCE RUN EAST 609.5 FEET TO A CORNER; THENCE RUN N-61°00'48"-W. 48 FEET TO A CORNER; THENCE RUN N-37°45'-W, 937 FEET TO THE BEGINNING CORNER. LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST AND RUN THENCE SOUTH ALONG THE WEST LINE OF THE SAID SECTION, A DISTANCE OF 1241.8 FEET FOR A POINT OF BEGINNING. THENCE CONTINUE SOUTH 81.2 FEET; THENCE RUN S-88°38'-E, 164.7 FEET, TO AN IRON PIN MARKER; THENCE RUN N-17°05'-E, 84.6 FEET TO AN IRON PIN MARKER; THENCE RUN N-88°39'-W 190.2 FEET TO THE POINT OF BEGINNING. SUBJECT TO: A RIGHT-OF-WAY EASEMENT OVER AND ACROSS THE WEST 40 FEET THEREOF IN USE AS PART OF A PUBLIC ROAD. PARCEL CONTAINS 0.33 ACRES, MORE OR LESS, RIGHT-OF-WAY INCLUDED.

POLLARD GROUP, LLC
ANNEXATION
EXHIBIT "B"

R-4 HIGH DENSITY MULTIFAMILY RES

17

16

DAPHNE CITY LIMITS

COUNTY

HWY.

NO. 64

SEE SHEET 30

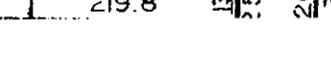
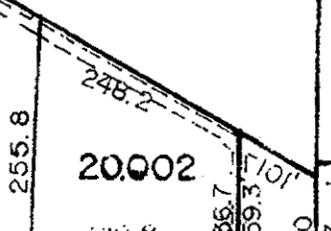
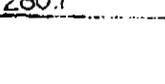
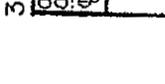
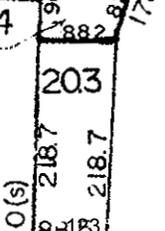
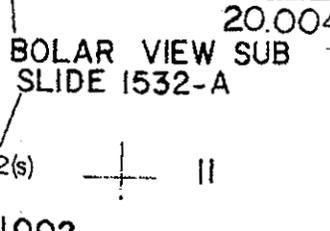
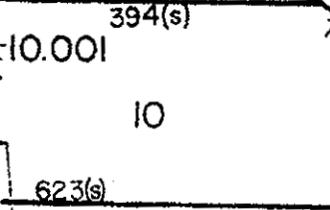
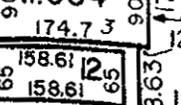
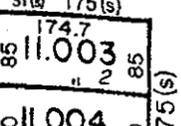
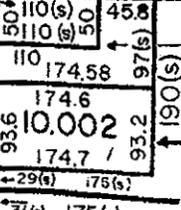
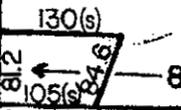
DAPHNE CITY LIMITS

80' R/W POLLARD ROAD

620(s)



6
34 Ac. (±)



FINAL EXECUTION COPY

I, David L. Cohen, City Clerk of the City of Daphne, Alabama, do hereby certify that the attached is a true and correct copy of Ordinance No. ~~62~~, duly adopted by the City Council in their meeting of August __, 2006, as to which proper notice was given and at which a quorum was in attendance and acting. I further certify that the said ordinance has not been amended, repealed or revoked.

Deleted: ____.

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WITNESS my hand and seal of the City of Daphne, Alabama, this the ____ day of August 2006.

[SEAL]

David L. Cohen, City Clerk of the City of Daphne,
Alabama

AUTHORIZING ORDINANCE

Ordinance 2006-62

relating to
the issuance of

not to exceed \$
City of Daphne
Limited Obligation Special Tax Warrants
Series 2006

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to
AUTHORIZING ORDINANCE
relating to
the issuance of

not to exceed \$
City of Daphne
Limited Obligation Special Tax Warrants
Series 2006

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ORDINANCE NO. 2006-62

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BE IT ORDAINED by the City Council of the CITY OF DAPHNE, ALABAMA, as follows:

Section 1. **Definitions and Use of Phrases.** (a) Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations:

“**Authorized Denominations**” means, with respect to the principal of the Warrants, the denomination of \$5,000 or any integral multiple thereof.

“**Authorizing Ordinance**” means this ordinance, as it may be amended or supplemented.

“**Bond Counsel**” means Miller, Hamilton, Snider & Odom, L.L.C., Mobile, Alabama, or, if the said firm is no longer providing bond counsel services, then any attorney or firm of attorneys whose opinions respecting the legality or validity of securities issued by or on behalf of states or political subdivisions thereof are nationally recognized and accepted.

“**Business Day**” means any day other than Saturday, Sunday or a day on which banking institutions are required or authorized to close in the City or in the City of New York, New York.

“**City**” means the City of Daphne, Alabama.

“**City Clerk**” means the City Clerk of the City.

“**City Council**” means the City Council of the City and includes any other governing body of the City that may succeed to the functions of said City Council.

“**City Treasurer**” means the City Treasurer of the City.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Developer**” means Malbis Properties, L.L.C., an Alabama limited liability company.

“**Economic Development Amendment**” means Amendment 772 to the *Constitution of Alabama of 1901*, as amended, codified as Section 94.01 of the *Official Recompilation of the Constitution of Alabama of 1901*.

“**Economic Development Project Agreement**” means that certain Development Agreement dated April 17, 2006, between the City and the Developer.

FINAL EXECUTION COPY

“Eligible Investments” means (i) Federal Securities, (ii) Eligible Time Deposits, and (iii) to the extent that they are at the time legal investments for the City, any of the following: (1) any direct, general obligation of, or any obligation payment of the principal of and interest on which is unconditionally guaranteed by, any one or a combination of agencies or corporations created or controlled by the United States of America if and to the extent that the obligations of such agencies and corporations are secured by the full faith and credit of the United States of America, including, without limitation, the following agencies or corporations: the Export-Import Bank of the United States, the Federal Financing Bank, the Farmer’s Home Administration, the Federal Housing Administration, the Maritime Administration, the Federal Home Loan Mortgage Corporation and the Government National Mortgage Association; (2) any repurchase agreement or reverse repurchase agreement with any Qualifying Bank provided that such agreement is secured by obligations or securities described in clauses (i), (ii) and (iii)(1) of this definition; and (3) any share or other investment unit representing a beneficial interest in any money market fund which is registered under the Investment Company Act of 1940, as from time to time amended (or successor provision of federal law), provided that the investment portfolio of such money market fund consists of obligations and securities described in clauses (i), (ii), (iii)(1) and (iii)(2) of this definition; and (4) any Treasury Receipt.

“Eligible Time Deposits” means any time deposit with, or any certificate of deposit issued by, (i) any Qualifying Bank or (ii) any bank or savings bank, provided in the latter case that such time deposit or certificate of deposit is fully insured by the Federal Deposit Insurance Corporation or any agency or instrumentality of the United States of America that may succeed to the functions of either thereof or is secured by a deposit of Federal Securities having a market value at all times not less than the principal amount of such time deposit or certificate of deposit.

“Federal Securities” means direct obligations of the United States of America.

“Fiscal Year” means a fiscal year of the City, which is the period beginning on October 1 of each calendar year and ending on September 30 of the then next ensuing calendar year.

“fully paid”, “payment in full”, or any similar expression with respect to the Warrants, means that all of the Warrants have been paid in full or duly provided for pursuant to Section 24 hereof.

“Governmental Improvements” means the public improvements including, without limitation, the Public Land, the improvements to the Public Land identified in the Plat and in the Plans and Specifications and the improvements to certain land adjacent to the Project Zone.

“Holder” means the person in whose name the ownership of a Warrant is registered on the registry books of the Paying Agent pertaining to the Warrants.

“Interest Payment Date” means each February 1 and August 1, commencing with February 1, 2007.

“Issuance Expense Account” means the Eastern Shore Park Issuance Expense Account created in Section 31 hereof and maintained with the Paying Agent.

FINAL EXECUTION COPY

“Overdue Interest” means interest due but not paid on the Interest Payment Dates on which such interest is required to be paid.

“Overdue Interest Payment Date” means the date fixed by the Paying Agent, pursuant to the provisions of Section 15 hereof, for the payment of Overdue Interest.

“Qualifying Bank” means any bank which is a member of the Federal Deposit Insurance Corporation (or any department, agency or instrumentality of the United States of America that may succeed to the functions of such corporation) and whose certificates of deposit are rated “A” by Moody’s Investors Service, Inc. or its successor.

“Paying Agent” means the City Treasurer in her capacity as registrar, transfer agent and paying agent with respect to the Warrants, or any successor thereto in such capacity.

“Plans and Specifications” means the plans and specifications for the Governmental Improvements prepared by the engineer or architect hired by the Developer, all as specified in the Economic Development Project Agreement.

“Plat” means the final plat of Eastern Shore Park, as approved by the City, which appears of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Slide 2244-A and Slide 2244-B.

“Project Zone” means the Eastern Shore Park, a retail and commercial development situated at the northwest corner of Highway 90 and Highway 181, in the City more particularly described as follows: all real property which is subdivided under, and depicted in, the map of the Plat, including, but not limited to, Lots 1-14 of the Plat and those public road rights-of-way identified in the Plot as Justina Avenue, Dimitros Avenue and Frederick Boulevard.

“Public Land” means (i) those public road rights-of-way depicted in the Plat, (ii) the easements granted or to be granted to the City for those drainage conduits, retention ponds and other storm drainage facilities depicted in the Plat and the Plans and Specifications, and (iii) such other utility and public easements, which are consistent with the Plat and the Plans and Specifications in connection with the acquisition, installation and construction of the Governmental Improvements.

“Reserve Fund” means the Eastern Shore Park Warrant Reserve Fund established under the provisions of Section 21 hereof and maintained by the Paying Agent.

“Reserve Requirement” means an amount equal to the least of (i) the maximum annual principal and interest requirements on the Warrants, (ii) ten percent (10%) of the stated principal amount (or issue price, if applicable) of the Warrants, or (iii) one hundred twenty-five percent (125%) of the average annual debt service of the Warrants.

“Special Pledged Taxes Account” means the Eastern Shore Park Pledged Tax Account established hereunder by Section 19 hereof and maintained by the Paying Agent.

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“Special Pledged Taxes” means forty percent (40%) of the sales and use tax, lodgings tax and other like taxes levied by and paid to the City from business conducted in the Project Zone; provided, however, that with respect to the sales and use tax and lease tax levied by and paid to the City for sales, use or lease of motor vehicles in or from the Project Zone, the term Special Pledged Taxes shall mean fifty percent (50%) of such taxes.

“Treasury Receipts” means custodial receipts or other instruments evidencing ownership in future principal or interest payments, or both, with respect to United States Treasury obligations that have been deposited with a custodian or trustee pursuant to a custody or trust agreement which provides for the United States Treasury obligations underlying such custodial receipts or other instrument to be held in a separate account and for all payments of principal and interest received by such custodian or trustee with respect to such underlying obligations to be paid to the Holders of such custodial receipts or other instruments in accordance with their respective ownership interests in such underlying obligations, provided that the custodian or trustee holding such underlying obligations must be a Qualifying Bank.

“Warrant Fund” means the Eastern Shore Park Warrant Debt Service Fund created in Section 20 hereof and maintained by the Paying Agent.

“Warrant Purchase Fund” means the Eastern Shore Park Warrant Purchase Fund created in Section 22 hereof and maintained by the Paying Agent.

“Warrants” means the City’s Limited Obligation Special Tax Warrants, Series 2006, herein authorized to be issued.

(b) Use of Phrases. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this ordinance as an entirety and not solely to any particular portion in which any such word is used. The definitions set forth in Section 1(a) hereof include both the singular and the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Section 2. **Findings.** The City Council has ascertained and found and does hereby declare as follows:

(a) Pursuant to the authority granted to the City by the Economic Development Amendment, the City has entered into the Economic Development Project Agreement.

(b) The undertakings by the City in the Economic Development Agreement including, without limitation, the undertaking regarding the acquisition and construction of the Governmental Improvements meet the requirements for assistance by the City set forth in the Economic Development Amendment, because, among other things, the performance of the same will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

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(c) As part of its obligations under the Economic Development Project Agreement, the City agreed to appoint the Developer as its special limited agent to acquire and construct the Governmental Improvements which are intended to serve the general public and not just the property owners in the Project Zone and their customers.

(d) The City does not have, and does not expect to have, sufficient funds in the near future to pay all of the costs of acquiring and constructing the Governmental Improvements.

(e) Pursuant to the Economic Development Amendment and Section 11-47-2 of the *Code of Alabama*, as amended, the City is authorized to issue the Warrants to provide funds for the acquisition and construction of the Governmental Improvements, and the issuance of the Warrants by the City is necessary, desirable and in the public interest.

Section 3. **Authorization and Description of the Warrants.**

(a) Authorization of Warrants. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the *Code of Alabama* 1975, as amended, and the Economic Development Amendment, and for the purposes set forth in the preceding Section 2 hereof, there are hereby authorized to be issued by the City its Limited Obligation Special Tax Warrants, Series 2006, which shall be issued in an aggregate principal amount of not to exceed \$_____. The exact aggregate principal amount of the Warrants outstanding at any time shall be determined as set forth in Section 24 hereof. The Warrants shall, subject to the provisions of Section 14 hereof, be initially dated August 1, 2006, shall be numbered from 1 upwards in the order issued and shall be issued initially to the Developer. The Warrants shall mature and become payable on August 1, 2036, and shall bear interest at the rate of seven and one-half percent (7½%) per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) from their respective dates with the first such payment of interest being payable on February 1, 2007, and subsequent payments being made on each Interest Payment Date thereafter. If the principal of and interest on the Warrants are not paid when due, the principal and interest so unpaid will bear interest at the per annum rate of seven and one half percent (7½%) until the City will deposit with the Paying Agent funds sufficient to provide for the payment of the said principal and interest. It should be understood that the aggregate principal amount of the Warrants will increase from time to time as provided in Section 24 hereof and that interest on the Warrants shall accrue on the aggregate principal amount of the Warrants outstanding from the date such principal is added to and increases the aggregate principal amount of the Warrants outstanding and that interest shall also accrue on any interest not paid when due or principal not paid on a redemption date or at maturity. The Warrants shall be initially issued and registered in the name of the Developer.

(b) Method of Payment. The Warrants initially delivered shall be dated and bear interest on their outstanding aggregate principal amount from time to time from August 1, 2006. The principal of and interest on the Warrants shall be payable by check or draft mailed or otherwise delivered by the Paying Agent to the respective Holders thereof at their addresses as they appear on the registry books of the Paying Agent pertaining to the registration of the Warrants; provided that the final payment of such interest shall be made only upon surrender of the appropriate Warrant to the Paying Agent. The Paying Agent shall designate January 15 and

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July 15 of each year as the record dates for the payment of interest due on the Warrants on February 1 and August 1, respectively, of each year, in which event interest on the Warrants shall be payable on each Interest Payment Date to the Holders of record as of the immediately preceding record date. All installments of principal of and interest and premium (if any) on each Warrant shall bear interest after the respective maturities of such principal and interest and premium (if any) until paid or until moneys sufficient for payment thereof shall have been deposited for that purpose with the Paying Agent, whichever first occurs, at the rate of interest theretofore borne by such Warrants. The foregoing to the contrary notwithstanding, a Holder of \$100,000 or more in principal amount of the Warrants may make arrangements with the Paying Agent for payment of the principal of and the interest on such Warrants by wire transfer to an account such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent.

(c) Source of Payment. The principal of and interest on the Warrants shall be payable solely from the proceeds, if any, of the Special Pledged Taxes. Neither the Warrants nor any of the agreements herein contained shall constitute a general indebtedness of the City. The general faith and credit of the City are not pledged for payment of the Warrants, which shall not be general obligations of the City. Neither this Authorizing Ordinance nor the Warrants shall be deemed to impose upon the City any obligation to pay the principal of or interest on the Warrants, except with the proceeds, if any, of the Special Pledged Taxes. None of the agreements, representations and warranties made or implied in this Authorizing Ordinance shall ever impose any personal or pecuniary liability or charge upon the City, whether before or after the breach by the City of any such agreement, representation or warranty, except with respect to the proceeds, if any, of the Special Pledged Taxes. Nothing contained in this subsection shall, however, relieve the City from the performance of the several agreements and representations on its part herein contained.

Section 4. **Optional Redemption Provisions.** The Warrants shall be subject to redemption and prepayment prior to their maturity, at the option of the City, as a whole, but not in part, on February 1, 2013, and on any date thereafter at and for a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

Section 5. **Pledge of Special Pledged Taxes; Deposit in Special Pledged Taxes Account.** The proceeds, if any, of the Special Pledged Taxes are hereby irrevocably pledged for the payment of the principal of and interest on the Warrants or for the purchase of the same on the open market. The said pledge shall begin on the date that this Authorizing Ordinance is adopted and end at midnight on August 1, 2036, or such earlier date on which the Warrants shall have been paid in full or defeased in accordance with the provisions of Section 29 of this Authorizing Ordinance. The City represents that the said pledge for the Warrants is the only pledge made of the proceeds of the Special Pledged Taxes. The City also covenants that, for so long as the Warrants are outstanding, it will not reduce the rate of the taxes making up the Special Pledged Taxes.

The City covenants that it will deposit, no later than ten (10) calendar days after the last Business Day of each calendar month, the Special Pledged Taxes into the Special Pledged Taxes Account, provided that if there is a default in the payment of principal of or interest on the

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Warrants, the City shall immediately upon the receipt of the said Special Pledged Taxes deposit the same in the Special Pledged Taxes Account.

Section 6. **Mandatory Sinking Fund Redemptions.** The Warrants are required to be redeemed on August 1, 2009, and on each August 1 thereafter until August 1, 2035, with the remaining outstanding principal coming due and being payable at maturity on July 1, 2036, all in accordance with a thirty (30) year level amortization schedule, which such schedule shall be prepared by the City’s financial advisor as soon as practicable following the final determination of the highest aggregate principal amount of the Warrants actually outstanding and which such schedule shall have a commencement date of August 1, 2008. The Warrants shall be redeemed at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

Section 7. **Purchase of Warrants for Retirement.** The City may at any time and from time to time purchase Warrants for retirement using funds from the Warrant Purchase Fund. The choice as to whether to sell the Warrants to the City shall remain, however, at the sole discretion of the Holder of the Warrants to whom the City has made an offer to purchase.

Section 8. **Form of Warrants.** The Warrants, the registration certificate, the City Treasurer’s Certificate and the assignment pertaining thereto shall be in substantially the following forms, with such insertions, omissions and other variations, as may be necessary to conform to the provisions of this Authorizing Ordinance:

(Form of Warrant)

No. _____ \$ _____

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF DAPHNE
LIMITED OBLIGATION SPECIAL TAX WARRANT
SERIES 2006**

DATE OF WARRANT	MATURITY DATE	CUSIP
_____	August 1, 2036	_____

Subject to prior payment and other provisions as herein provided, the City Treasurer of the City of Daphne, a municipal corporation in the State of Alabama (herein called the “City”), is hereby ordered and directed to pay to _____ or registered assigns, to whom the City acknowledges itself indebted in the principal amount hereafter set out, the principal sum of _____ DOLLARS (or such lesser principal amount as may be determined in accordance with the provisions of Section 24 of the ordinance adopted by the city council of the City to provide for the issuance of the Warrants) at the times and in the manner hereinafter provided on the date specified above.

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This Warrant shall bear interest on the principal amount outstanding from time to time from the date hereof or the date the principal may become outstanding, as the case may be, until the maturity hereof at the interest rate of seven and one-half percent (7½%) per annum, (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on February 1, 2007, and semiannually thereafter on each February 1 and August 1 until the due date hereof on August 1, 2036. Interest at the per annum interest rate of seven and one-half percent (7½%) shall also accrue on interest not paid when due or principal not paid when due or not paid when scheduled to be redeemed. The principal of this warrant shall be payable only upon presentation and surrender of this warrant at the office of the City Treasurer at City Hall in Daphne, Alabama, or her successor as Paying Agent under the ordinance providing for the issuance of the Warrants hereinafter referred to (said office of the City Treasurer, together with her successors in such capacity, being herein called the "Paying Agent"). The interest payable on this warrant on each February 1 and August 1, commencing on February 1, 2007, as aforesaid, shall (except for the final payment of such interest, which shall be made only upon the surrender of this warrant) be remitted by the Paying Agent by check or draft mailed or otherwise delivered to the registered Holder hereof as of the fifteenth day of the month immediately preceding each such interest payment date at the address shown on the registry books of the Paying Agent. Both the principal of and the interest and premium (if any) on this warrant shall bear interest after their respective maturities or due dates until paid, or until moneys sufficient for payment thereof have been deposited for that purpose with the Paying Agent, at the rate of interest borne by the principal hereof prior to maturity. Notwithstanding any of the foregoing, a registered owner of \$100,000 or more in principal amount of the Warrants may make arrangements with the Paying Agent for payment of the principal of and interest on the Warrants to be made by wire transfer to an account of such registered owner maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent.

This warrant is one of a duly authorized issue of warrants of the City designated Limited Obligation Special Tax Warrants, Series 2006, not exceeding an aggregate principal amount \$_____ (herein called the "Warrants"). The Warrants have been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Amendment 772 to the *Constitution of Alabama of 1901* (codified as Section 94.01 of the *Official Recompilation of the Constitution of Alabama of 1901*) and Section 11-47-2 of the *Code of Alabama 1975*, and an ordinance providing for the issuance of the Warrants duly adopted by the city council of the City.

The Warrants are subject to redemption, at the option of the City as a whole, but not in part, on February 1, 2013, and on any date thereafter. Such redemption shall be at and for a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption.

The Warrants are subject to scheduled mandatory redemption on August 1, 2009, and on each August 1 thereafter until August 1, 2035, at and for a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption. The principal amount to be so redeemed on each such August 1 is set forth in Section 6 of the ordinance adopted by the city council of the City providing for the issuance of the Warrants.

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By the execution of this warrant, the City acknowledges that it is indebted to the payee hereof in the principal amount hereof in accordance with the terms hereof and solely from the sources of payment provided for herein. The indebtedness evidenced and ordered paid by this warrant is not a general obligation of the City, and the full faith and credit of the City are not pledged for payment thereof. The said warrant is payable solely from the proceeds of the City's "Special Pledged Taxes." For purposes of this warrant, the "Special Pledged Taxes" shall mean forty percent (40%) of the sales and use tax, lodgings tax and other like taxes levied by and paid to the City from business conducted at the Eastern Shore Park more particularly described in the ordinance providing for the issuance of the Warrants as the "Project Zone;" provided, however, that with respect to the sales and use tax and leasing tax levied by and paid to the City for the sales, use of lease of motor vehicles in the Project Zone, the term "Special Pledged Taxes" shall mean fifty percent (50%) of such taxes. The pledge of the Special Pledged Taxes shall end at midnight on August 1, 2036, or such earlier date on which the Warrants shall be paid in full or shall have been defeased in accordance with the provisions of Section 29 of the ordinance providing for the issuance of the Warrants.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered as a claim against the City in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed and happened; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

The Warrants are issuable only as fully registered Warrants in the denomination of \$5,000 or any integral multiple thereof. Provision is made in the ordinance providing for the issuance of the Warrants for the exchange of Warrants for a like aggregate principal amount of Warrants in authorized denominations, all upon the terms and subject to the conditions set forth in the ordinance providing for the issuance of the Warrants.

This Warrant is transferable by the registered Holder hereof, in person or by authorized attorney, only on the books of the Paying Agent and only upon surrender of this warrant to the Paying Agent for cancellation, and upon any such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefore, all as more particularly described in the ordinance providing for the issuance of the Warrants. Each Holder, by receiving or accepting this warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Paying Agent are concerned, this warrant may be transferred only in accordance with the provisions of the ordinance providing for the issuance of the Warrants.

The Paying Agent shall not be required to transfer or exchange this warrant during the period commencing after January 15 or July 15 in any year and ending on the then next succeeding February 1 or August 1, respectively or during the period following the close of the Paying Agent's business on the forty-fifth day next preceding the date fixed for redemption of this warrant.

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The ordinance providing for the issuance of the Warrants provides that all payments by the City or the Paying Agent to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. ANY TRANSFEREE OF THIS WARRANT TAKES IT SUBJECT TO ALL PAYMENTS OF PRINCIPAL, INTEREST AND PREMIUM IN FACT MADE WITH RESPECT HERETO.

Execution by the Paying Agent or its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this warrant to be executed with the facsimile signature of the Mayor, has caused a facsimile of its official seal to be hereunto imprinted, has caused this warrant to be attested by the facsimile signature of its City Clerk, and has caused this warrant to be dated the date hereinafter specified.

CITY OF DAPHNE, ALABAMA

By _____
Mayor

Attest:

City Clerk

(Form of Registration Certificate)

Date of Registration:

This warrant was registered in the name of the above-registered owner on the date of registration shown above.

By _____
City Treasurer of the City of Daphne, Alabama

(Form of City Treasurer's Certificate)

I hereby certify that this Warrant was at the time of the issuance thereof duly registered by me as a claim against the CITY OF DAPHNE, ALABAMA.

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City Treasurer of the
CITY OF DAPHNE, ALABAMA

(Form of Assignment)

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this warrant on the books of the within-mentioned Paying Agent.

DATED this _____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company or Firm*)

By _____
(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchange Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program (MSP)

Section 9. Execution of Warrants by City. The Warrants shall be executed on behalf of the City by the Mayor and attested by the City Clerk, and the seal of the City shall be impressed on each of the Warrants; provided that the signatures of the said Mayor and the City Clerk on the Warrants may be facsimile signatures of the said officers imprinted thereon, and the seal of the City appearing on the Warrants may be facsimile of such seal imprinted thereon (it being understood that a condition to the validity of each Warrant is the appearance on such Warrant of a Registration Certificate, substantially in the form hereinabove provided, executed by the manual signature of an authorized officer of the Paying Agent and a City Treasurer's

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Certificate, substantially in the form hereinabove provided, executed by the manual or facsimile signature of the City Treasurer of the City). Signatures on the Warrants by persons who are officers of the City at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers prior to the delivery of the Warrants, whether initially issued or exchanged for Warrants of different denominations from those initially issued.

Section 10. **Registration Certificate on Warrants.** A registration certificate by the Paying Agent, in substantially the form hereinabove recited, duly executed by the manual signature of an authorized officer of the Paying Agent, shall be endorsed on each of the Warrants and shall be essential to its validity.

Section 11. **City Treasurer's Certificate on Warrants.** A City Treasurer's Certificate by the City Treasurer of the City, in substantially the form hereinabove recited, duly executed by the manual or facsimile signature of the said officer, shall be endorsed on each of the Warrants and shall be essential to its validity. Such certificate shall be conclusive of the due registration of the claim against the City represented by the Warrant.

Section 12. **Registration and Transfer of Warrants.** All Warrants shall be registered as to principal, interest and premium (if any) and shall be transferable only on the registry books of the Paying Agent pertaining to the Warrants. The Paying Agent shall be the registrar and transfer agent of the City and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Warrants as are presented for those purposes, all in the manner and to the extent hereinafter specified. The Warrants shall be transferable only on the transfer books of the Paying Agent. No transfer of any Warrant shall be valid hereunder unless such Warrant is presented at the office of the Paying Agent with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Paying Agent whereupon the City shall execute, and the Paying Agent shall authenticate and deliver to the transferee a new Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name any Warrant is registered on the books of the Paying Agent shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest whom or on whose order payments on account of the principal thereof and of the interest and premium (if any) thereon may be made. Each registered owner of any of the Warrants, by receiving or accepting such Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Paying Agent are concerned, the Warrants may be transferred only in accordance with the provisions of this ordinance.

The Paying Agent shall not be required to register or transfer any of the Warrants during the period following the close of the Paying Agent's business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date. The Paying Agent shall not be required to register or transfer any Warrant duly called for redemption (in whole or in part), during the period following the close of business of the Paying Agent's business on the forty-fifth (45th) day next preceding the date fixed for such redemption.

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Section 13. **Exchange of Warrants.** Upon the request of the Holder of one or more Warrants, the City shall execute, and the Paying Agent shall register and deliver, upon surrender to the Paying Agent of such Warrant or Warrants in exchange therefore, a Warrant or Warrants in different Authorized Denominations of the same maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the person surrendering such Warrant or Warrants; provided that the Paying Agent shall not be required so to register and deliver any of the Warrants in exchange for others during the period following the close of the Paying Agent's business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date; and provided further that the Paying Agent shall not be required so to register and deliver any of the Warrants in exchange for others during the period following the close of the Paying Agent's business on the forty-fifth (45th) day next preceding the date fixed for redemption of such Warrant or Warrants.

The registration, transfer and exchange of Warrants (other than pursuant to Section 17 hereof) shall be without expense of the Holder or transferee. In every case involving any transfer, registration or exchange, such Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

Section 14. **Accrual of Interest on Warrants and Dating of the Same.** All Warrants issued prior to February 1, 2007, shall be dated August 1, 2006, and shall bear interest from August 1, 2006, or such later date on which the principal becomes outstanding, as the case may be, during that period and any Warrant issued on or after February 1, 2007, shall be dated and bear interest from the February 1 or August 1, as the case may be, next preceding the date of its issuance and delivery unless (i) such date of delivery is a February 1 or August 1, in which event such Warrant shall be dated and bear interest from the date of its issuance and delivery, or (ii) at the time of such delivery the City is in default in the payment of interest on the Warrant in lieu of which such new Warrant is issued, in which event such new Warrant shall be dated and bear interest from the last Interest Payment Date to which interest has previously been paid or made available for payment on the Warrant in lieu of which such new Warrant is issued. The preceding provision shall be construed to the end that the issuance of a Warrant shall not affect any gain or loss in interest to the Holder thereof.

Section 15. **Persons to Whom Payment of Interest on Warrants is to be Made.** Interest on the Warrants shall be payable in lawful money of the United States of America and, except as provided in the next succeeding paragraph of this section, shall be payable in accordance with the provisions hereof to the respective Holders of the Warrants on the record date with respect to each Interest Payment Date.

Any provision here of to the contrary notwithstanding, Overdue Interest shall not be payable to the Holder of any Warrant solely by reason of such Holder having been the Holder on the record date with respect to a Interest Payment Date on which such interest became due and payable, but shall be payable by the Paying Agent as follows:

(a) Not less than ten (10) days following receipt by the Paying Agent of immediately available funds in an amount sufficient to enable the Paying Agent to pay all Overdue Interest,

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the Paying Agent shall fix an Overdue Interest Payment Date for payment of such Overdue Interest.

(b) Such Overdue Interest Payment Date fixed by the Paying Agent shall be a date not more than twenty (20) days following the expiration of the period described in the foregoing subparagraph (a).

(c) Overdue Interest shall be paid by check or draft mailed by the Paying Agent to the persons in whose names the Warrants were registered on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner prescribed in this paragraph to the persons in whose name the Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 16. **Persons Deemed Owners of Warrants.** The City and the Paying Agent may deem and treat the person in whose name a Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 17. **Replacement of Mutilated, Lost, Stolen or Destroyed Warrants.** In the event any Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed Warrants, there is first furnished to the City and the Paying Agent evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Warrant.

Section 18. **General Provisions Respecting Redemption of Warrants.** Any redemption of Warrants pursuant to the Authorizing Ordinance shall be effected in the following manner:

(a) The City Council shall adopt a resolution in which it shall call for redemption, when they are by their terms subject to redemption, Warrants of a stated maturity (and, in case less than the entire outstanding principal amount of the Warrant of any single maturity to be redeemed, the principal amount thereof to be redeemed).

(b) The City (or the Paying Agent on its behalf) shall also cause to be forwarded by United States registered or certified mail to the registered owner of each Warrant the principal of which is to be redeemed in whole or in part, at the address of such registered owner as such address appears on the registry books of the Paying Agent pertaining to the Warrants, a notice stating the following: the Warrants bearing stated numbers (and, in case less than the entire outstanding principal amount of any Warrant is to be redeemed, the principal amount thereof to be redeemed) have been called for redemption and will become due and payable at the specified redemption price on a specified redemption date and that all interest thereon will cease after the date fixed for redemption thereof. Such notice shall be so mailed not more than sixty (60) nor less than thirty (30) days prior to the date fixed for redemption, but Holders of any Warrants may

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waive the requirements of this subparagraph with respect to the Warrant or Warrants held by them without affecting the validity of the call for redemption of any other Warrants.

(c) Not later than the date fixed for redemption, the City (i) shall deposit or cause to be deposited with, or otherwise make available to, the Paying Agent the total redemption price of the Warrants so called for redemption, and (ii) shall furnish to the Paying Agent a certified copy of the resolution referred to in the foregoing subparagraph (a) of this section.

When the provisions of the foregoing subparagraphs (a), (b) and (c) of this section have been complied with, all the Warrants so called for redemption (or, in the case of any Warrants called for redemption in part, the portions thereof called for redemption) shall become due and payable (at the place or places at which the same shall be payable), at the redemption price and on the redemption date specified in such notice, anything herein or in the Warrants to the contrary notwithstanding, and the Holders of such Warrants shall then and there surrender them for redemption at the principal office of the Paying Agent; provided, however, that with respect to any Warrant called for partial redemption, the Holder thereof shall surrender such Warrant to the Paying Agent in exchange for one or more new Warrants in Authorized Denominations and in an aggregate principal amount equal to the unredeemed portion of the Warrant so surrendered, all as shall be requested by the Holder of such Warrant so called for partial redemption; and out of the moneys so deposited with it, the Paying Agent shall make provision for payment of the Warrants (or portions thereof) so called for redemption, at the redemption price and on the redemption date so specified. All interest maturing after such redemption date on the Warrants (or portions thereof) so called for redemption on the said date shall cease to accrue or be payable.

Section 19. **Special Pledged Taxes Account.** There is hereby created an escrow account, the name of which shall be the "Eastern Shore Park Pledged Tax Account," which shall be maintained as long as any of the Warrants are outstanding and unpaid. The Paying Agent shall be the depository, custodian and disbursing agent for the Special Pledged Taxes Account.

Moneys on deposit in the Special Pledged Taxes Account shall be held therein and transferred to other funds from time to time in accordance with the provisions of Section 23 hereof.

Section 20. **Warrant Fund.** There is hereby created a special escrow fund, the name of which shall be the "Eastern Shore Park Warrant Debt Service Fund," for the purpose of providing for the payment of the principal of and the interest on the Warrants. The Warrant Fund shall be maintained until the principal of and the interest on the Warrants shall have been paid in full or payment duly provided therefore in a manner which will cause the Warrants to be no longer outstanding. The Paying Agent shall be the depository, custodian and disbursing agent for such fund.

Any moneys paid into the Warrant Fund shall be used solely for payment of the principal of and interest on the Warrants as the same mature and come due or the redemption price of Warrants as the same shall come due. All amounts deposited in the Warrant Fund shall be applied to the payment of principal of and interest on the Warrants within thirteen (13) months

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from the date of such deposit. If there is not enough money in the fund to pay both principal and interest, interest shall be paid first.

Section 21. **Reserve Fund.** There is hereby created an escrow fund, the name of which shall be the "Eastern Shore Park Warrant Reserve Fund," which shall be maintained as long as any of the Warrants are outstanding and unpaid. The Paying Agent shall be and remain the depository, custodian and disbursing agent for the Reserve Fund.

Moneys on deposit in the Reserve Fund shall be held therein and transferred to the Warrant Fund from time to time to remedy any deficiencies in the Warrant Fund.

Section 22. **Warrant Purchase Fund.** There is hereby created an escrow fund, the name of which shall be the "Eastern Shore Park Warrant Purchase Fund," which shall be maintained as long as any of the Warrants are outstanding and unpaid. The Paying Agent shall be the depository, custodian and disbursing agent for the Warrant Purchase Fund.

Moneys on deposit in the Warrant Purchase Fund shall first be transferred to the Warrant Fund if there is a deficiency therein or transferred to the Reserve Fund if at any time the balance in the Reserve Fund is less than the Reserve Requirement. At times when the required deposits to the Warrant Fund are sufficient and the balance in the Reserve Fund is equal to the Reserve Requirement, the funds on deposit shall be used from time to time to purchase Warrants on the open market at such prices as shall be approved by the City Treasurer.

Section 23. **Flow of Funds among Special Pledged Taxes Account, the Warrant Fund, the Reserve Fund and the Warrant Purchase Fund.** The moneys on deposit in the Special Pledged Taxes Account shall be paid out in immediately available funds in the following order on or before February 1, 2007, and on or before each Interest Payment Date thereafter until the Warrants are paid in full:

(a) Pay into the Warrant Fund an amount equal to the principal of and interest on the Warrants due on such Interest Payment Date, along with any prior unpaid principal and interest,

(b) Pay into the Reserve Fund an amount sufficient to bring the balance in the Reserve Fund up to the Reserve Requirement, and

(c) Pay into the Warrant Purchase Fund such amount as shall remain on deposit in the Special Pledged Taxes Account after the transfers described in (a) and (b) above.

Section 24. **Aggregate Amount of Outstanding Principal and Appointment of Agent.** The City has heretofore appointed the Developer as its special and limited agent for acquiring, installing and constructing the Governmental Improvements. The City hereby ratifies and confirms the said appointment. The Developer shall be reimbursed for its expenses in acquiring, installing and constructing the Governmental Improvements (including, without limitation, interest on construction loans and other fees and expenses incurred by the Developer in connection with the financing of the acquisition of, installation and construction of the Governmental Improvements) by a concomitant increase in the principal amount of the

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Warrants, if it submits to the Paying Agent its certification and the certification of Miller, Hamilton, Snider & Odom, L.L.C. as to the following matters (with it being understood that the latter certification shall be limited to the matters specified in clause (d) of this section):

(a) The amount to be reimbursed to the Developer, along with an invoice or other reasonably satisfactory documentary evidence confirming the amount to be reimbursed, the person or entity to whom the Developer made payment for which it seeks reimbursement and the date the said payment was made,

(b) A reasonably detailed description of the work, the property that was acquired and expenses incurred that was performed as to which reimbursement is sought by the Developer,

(c) A certification that no "private business use" as defined in the Internal Revenue Code of 1986 and applicable Treasury Regulations will be made of the property with respect to the acquisition, installation and construction for which reimbursement is sought or, in the alternative, a certification that the work is as it was described in the tax certificate delivered by the Developer and the City contemporaneously with the issuance of the Warrants, and

(d) A certification by Miller, Hamilton, Snider & Odom, L.L.C. that it has reviewed the aforesaid certification as to "private business use," and that the certification is regular in its face and appears correct on the basis of the information provided to said counsel.

The Developer may submit a certification no more often than once each calendar month, and the Paying Agent and Bond Counsel shall have ten (10) Business Days to consider and examine the said request to confirm that it meets the requirements of this section before approving the same. If the certifications do not meet the requirements of this section, the Paying Agent shall so advise the Developer and provide it with a sufficiently detailed explanation to permit the Developer to correct the deficiencies if it so chooses and can do so.

The amounts so certified shall be added to and increase in the aggregate principal amount of the Warrants on the day on which the certification was received by the Paying Agent, if certification is approved by the Paying Agent subject to the qualification and limitations set out below. The Paying Agent shall increase the aggregate principal amount of the Warrants outstanding only in increments of \$5,000. Any amount so certified and approved, as well as any amount carried forward from previous months that is excess of an amount which is an increment of \$5,000, shall not be recognized to increase the aggregate principal amount of Warrants outstanding, but shall be held to be applied as soon as possible during ensuing months to reflect in a future principal increase in an amount increment of \$5,000.

Upon written request of the Developer (if the Developer shall be the sole Holder of the Warrants), the Paying Agent shall certify not more often than once each calendar month the then outstanding aggregate principal amount of the Warrants.

Section 25. Transfers or Payments Made through Transfers of Balances of Eligible Investments. Whenever any provisions of the Authorizing Ordinance requires a transfer or payment of moneys to be made from any fund or account created under the

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Authorizing Ordinance to any other fund or account created under such ordinance, then, to the extent that the moneys held in the fund or account from which such transfer or payment is to be made are at the time invested in Eligible Investments, the Paying Agent may, in lieu of liquidating such Eligible Investments to obtain cash for making such payments or transfer, effect such payment or transfer by transferring, in its records, pertaining to such funds and accounts, Eligible Investments, or a portion thereof, in a principal amount equal to the amount of the required transfer or payment, provided that any required transfer or payment of moneys from one fund or account to another fund or account may be made by transferring principal amounts of Eligible Investments only if (i) such investments shall be authorized herein as investments for moneys held in the fund or account to which any principal amount of such investments shall be transferred and (ii) such investments shall mature, or be subject to redemption at the option of the Holder, on or before the date for which the required transfer or payment shall be needed in cash for the purposes of such fund or account.

Section 26. **Investment of Moneys in Funds and Accounts.** Subject to the right of the City specified below to direct the investment of moneys in the funds and accounts created hereunder, moneys held in any fund or account created hereunder shall be continuously invested and reinvested by the Paying Agent in Eligible Investments which shall have the highest interest rate or profit potential among Eligible Investments reasonably known and available to the Paying Agent in the ordinary course of its business and which shall mature on such dates (or be subject to redemption at the option of the Holder thereof on such dates and at such stated prices) as will assure the availability of cash in each such fund or account to make any payments therefrom required by the provisions hereof. Subject to the provisions of Section 25 hereof, any Eligible Investments acquired by the Paying Agent pursuant to the provisions of this section shall be deemed at all times to constitute part of the fund or account from which the moneys were withdrawn to acquire such investments, and all income earned, profits realized and losses suffered by reason of the acquisition or disposition of such investments shall be credited or charged, as the case may be, to the particular fund or account to which such investment belongs except that earnings on investments in the Warrant Fund, the Warrant Purchase Fund and the Reserve Fund shall be deposited in the Special Pledged Taxes Account. In any determination of the amount of moneys at any time held in any trust fund or account created hereunder, all investments at any time forming a part thereof shall be valued at their then market value.

The Paying Agent may sell, redeem or otherwise convert into cash any Eligible Investments constituting a part of any of the funds or accounts created hereunder to the extent necessary (as the Paying Agent shall determine in the exercise of its sole discretion) to provide cash in such funds or accounts for any payments required by the provisions hereof to be made therefrom or to facilitate the transfers of moneys between various funds and accounts as may from time to time be required or permitted by the provisions hereof. Upon written request of an authorized representative of the City, the Paying Agent shall cause any investments constituting part of any of such funds or accounts to be sold, redeemed or otherwise converted into cash, but only if, in the case of investments constituting part of the Warrant Fund, such sale, redemption or other conversion into cash will not jeopardize the payment, when due, of the principal of and the interest on any of the Warrants or the redemption price of any Warrants required to be redeemed.

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In making any investment of moneys held in any of the funds or accounts created hereunder, the Paying Agent will follow such instructions as may be given to it by an authorized representative of the City, but only if and to the extent that such instructions are not inconsistent with the applicable provisions hereof; provided, however, that the Paying Agent shall make no investment of any such moneys that would result in any of the Warrants being considered "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder. The Paying Agent shall not be liable for any losses incurred in connection with investments made or disposed of in accordance with the provisions of this section.

Section 27. **Commingling of Moneys in Separate Funds and Accounts.** Any provisions of the Authorizing Ordinance to the contrary notwithstanding, moneys held in any fund or account created hereunder may be commingled and combined with moneys held in another fund or account for the purpose of making investments under the provisions of Section 26 hereof, subject to the following conditions:

(a) all interest, income or profit realized from any such commingled investment shall be credited, and all losses resulting therefrom shall be charged, to each such fund or account in the same respective proportions as the amount invested from each such fund or account bears to the total amount so invested; and

(b) no moneys forming a part of any such fund or account shall be invested in any investments other than such as are herein expressly authorized for such fund or account.

Section 28. **Resignation of Paying Agent; Appointment of Successor.** The Paying Agent may resign and be discharged from the duties hereby created by causing written notice specifying the effective date of such resignation to be forwarded by United States registered or certified mail, postage prepaid, to the City and to every registered owner of a Warrant. Unless the effective date of the Paying Agent's resignation shall coincide with the appointment of a successor Paying Agent by the registered owner of the Warrants as herein provided, such date shall be at least thirty (30) days after the date on which notice to the City and the registered owners of the Warrants shall have been mailed.

If the Paying Agent shall resign, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by a written instrument or instruments signed by the Holders of a majority in aggregate principal amount of the Warrants then outstanding and in the interim by an instrument executed by the City, such interim successor Paying Agent to be immediately and ipso facto superseded by the one appointed as above by the Holders of a majority in principal amount of the Warrants. The City shall cause notice of such interim appointment, in the event such is made, to be forwarded by United States registered or certified mail, postage prepaid, to every registered owner of a Warrant. When the appointment of a successor Paying Agent, as selected by the registered owners of a majority in principal amount of the Warrants then outstanding, becomes effective, the City shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim successor Paying Agent.

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Every successor Paying Agent appointed pursuant to this section shall be a trust company or bank authorized to administer trusts and having, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$100,000,000, if there be such an institution willing, qualified and able to accept appointment as Paying Agent reasonable and customary terms.

Section 29. **Defeasance of Warrants.** The Warrants shall, for all purposes of the Authorizing Ordinance, be considered as fully paid if the Paying Agent shall be provided with each of the following:

(a) a trust agreement between the City and the Paying Agent making provision for the retirement of such Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Warrants (including payment of the interest that will accrue thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (1) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Warrants or (2) both cash and such Federal Securities which together will produce funds sufficient for such purposes, or (3) cash sufficient for such purpose; provided, however, that said trust agreement must require all cash held on deposit in such trust agreement to be kept continuously secured by holding on deposit as collateral security therefore Federal Securities having a market value of at least equal at all times to the amount to be secured thereby or in the alternative to have the cash involved at all times by the Federal Deposit Insurance Corporation or successor agency;

(b) a certified copy of a duly adopted resolution or ordinance of the City Council calling for redemption those of such Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities;

(c) a certificate of a firm or certified public accountants stating that, if the principal of and the interest on the investments (if any) forming part of the trust fund provided for in the preceding paragraph (a) are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Warrants; and

(d) an opinion of Bond Counsel to the effect that the execution and effectuation of the trust agreement referred to in the preceding subparagraph (a) will not result in subjecting the interest income on such Warrants to federal income taxation.

Section 30. **Award of Warrants.** The Warrants are awarded to the Developer in consideration of its depositing \$_____ in the Issuance Expense Account and undertakings as the City's special and limited agent, the acquisition, installation and construction of the Governmental Improvements to be reimbursed for the same as provided in Section 24 hereof.

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Section 31. **Issuance Expense Account.** There is hereby created a special account the full name of which shall be the “Eastern Shore Park Warrant Issuance Expense Account.” The Issuance Expense Account shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. The Paying Agent shall be the depository and disbursing agent for the Issuance Expense Account. The Developer will deposit \$_____ as required in Section 30 hereof.

The Paying Agent will apply the moneys in the Issuance Expense Account solely for payment of the expenses of issuing and selling the Warrants as set forth in a detailed listing of each such expense and approved by the Developer and the Mayor of the City including, without limitation, the premium for the title insurance policy described in Section 3.2 of the Economic Development Project Agreement, the cost of the survey described in Section 3.3 of the Economic Development Project Agreement, the reasonable fees of the City’s and the Developer’s financial advisors as described in Section 7.2 of the Economic Development Project Agreement and all reasonable fees and expenses of Bond Counsel, the City’s counsel and the Developer’s counsel.

In the event the moneys deposited in or transferred to the Issuance Expense Account are not sufficient to pay all expenses of issuing the Warrants, Developer shall deposit in the Issuance Expense Account an amount sufficient to pay the remaining expenses of issuing the Warrants. If any moneys remain in the Issuance Expense Account after the payment of all expenses of issuing the Warrants, the Paying Agent shall pay such remaining moneys to the Developer upon receipt of a certificate signed by the Mayor or the City Treasurer stating that all expenses of issuing the Warrants, to the extent known to or anticipated by the City, have been paid in full.

Section 32. **Denominations of Warrants as Initially Issued and Initial Registered Owners.** The Warrants shall be initially issued as a single fully registered Warrant payable to the Developer.

Section 33. **Provisions for Payment at Par.** Each bank at which the Warrants shall at any time be payable by acceptance of its duties as paying agent therefore, shall be construed to have agreed thereby with the Holders of the Warrants that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Warrants in bankable funds at par without any deduction for exchange or other costs, fees or expense. The City agrees with the Holders of the Warrants that it will pay all charges for fees and expenses which may be made by such bank in the making of remittances in bankable funds of the principal of and interest on any of the Warrants.

Section 34. **No-Arbitrage Covenant.** The City hereby covenants that it will not take any action, or omit to take any action, with respect to the investment of any proceeds of the Warrants, or any other moneys accumulated by the City, if, as a result of such action by the City, or the omission of the City to take such action, as the case may be, such proceeds of the Warrants or such other moneys would be invested in a manner causing any of the Warrants to be “arbitrage bonds” within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder. The City and the Paying Agent shall be fully protected in relying upon an opinion of Bond Counsel as to the proper interpretation and application of the provisions of this section and other provisions of the Authorizing Ordinance

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intended to prevent any of the Warrants from being or becoming “arbitrage bonds”, and the City or the Paying Agent may take or permit actions not in compliance with such provisions if the City or the Paying Agent obtains a written opinion of Bond Counsel to the effect that such actions will not result in the interest income on any of the Warrants being or becoming subject to federal income taxation.

Section 35. **Creation of Contract.** The provisions of the Authorizing Ordinance shall constitute a contract between the City and each Holder of the Warrants.

Section 36. **Covenant by Developer.** The Developer acknowledges that the City has advised it that the City intends to advance refund the Warrants on the earliest practicable date and to call them for redemption on February 1, 2013. The Developer covenants that it will supply the City’s financial adviser with such information regarding the status of leases, actual lease terms, opening dates for individual stores and the like as may be helpful in determining whether an advance refund is practicable and as it may be reasonable to request, subject, however to any confidentiality or nondisclosure agreements to which the Developer may be a party. The Developer shall also provide the City’s financial advisor estimated construction commencement dates and estimated construction completion dates, as requested by the said financial advisor.

Section 37. **Notice.** All notices, demands, requests and other communications hereunder shall be deemed sufficiently and properly given if in writing and sent by first class mail, postage prepaid, to the following addresses:

- (a) If to the Developer:
Malbis Properties, L.L.C.
c/o Aronov Realty Management, Inc.
3500 Eastern Boulevard
Montgomery, AL 36116
ATTN: Frank Johnston

- (b) If to the Paying Agent:
City of Daphne, Alabama
Post Office Box 400
Daphne, AL 36526
ATTN: City Treasurer

Any of the above-mentioned parties may, by like notice, designate any further or different address to which subsequent notices may be sent.

Section 38. **Provisions of Authorizing Ordinance Severable.** The provisions of the Authorizing Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of the Authorizing Ordinance.

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ADOPTED this ____ day of _____, 2006.

Mayor

[S E A L]

Attest: _____
City Clerk

ORDINANCE 2006-63

An Ordinance Appropriating Funds

PD/Traffic Accident Investigation Equipment

WHEREAS, Ordinance 2005-69 approved and adopted the Fiscal Year 2006 Budget December 5, 2005; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2006 budget, the City Council has determined that certain additional appropriations are required and should be approved and made a part of the Fiscal Year 2006 budget; and

WHEREAS, the number of traffic fatalities in the City of Daphne have increased; and

WHEREAS, the Police Department does require certain additional funds in order to adequately investigate/report on traffic fatalities.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2006 Budget is hereby amended to include a General Fund appropriation in an amount of \$ 16,399.00 for the purpose of purchasing Traffic Accident Investigation Equipment.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

ORDINANCE 2006-64

An Ordinance Appropriating Funds

City Hall Architectural Services, Site Preparation, Survey & Engineering

WHEREAS, Ordinance 2005-69 approved and adopted the Fiscal Year 2006 Budget on December 5, 2005; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2006 budget, the City Council has determined that certain additional appropriations are required and should be approved and made a part of the Fiscal Year 2006 budget; and

WHEREAS, the City of Daphne did heretofore enter into an agreement with Gatlin Hudson and Associates for architectural services with at fee equal to 7.5% of the construction cost of the proposed new City Hall complex; and

WHEREAS, based on the latest cost estimates, the funds budgeted for the City Hall complex in the 2006 Construction Fund will only cover the actual cost of construction of the facility.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that Architectural Services, Site Preparation, Engineering, and Surveying of City Hall property for the proposed new City Hall complex will be funded by the General Fund, and an appropriation in the amount of \$ 535,000 is hereby approved for such purpose.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2006.

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. 2006-65**

**AN ORDINANCE REGULATING TOWING AND RECOVERY
ROTATION SERVICES FOR THE CITY OF DAPHNE**

WHEREAS, The City Council of the City of Daphne, Alabama deems it to be in the interest of public safety and for the benefit of its citizens to provide regulations for the towing of vehicles and wrecker rotation; and

WHEREAS, the Mayor and City Council of the City of Daphne, Alabama, after due consideration, believe the regulation of towing vehicles and wrecker rotation is proper and in the best interest of the City;

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

SECTION 1. DEFINITIONS

For purposes of this ordinance, the following terms, phrases, words, and their derivations shall have the meaning herein ascribed. When not consistent with the context, words used in the present tense include the future; words used in the singular number include the plural; and words used in the male gender include the female and neuter. The word “shall” is always mandatory and not merely directory.

- (a). Person: any person, firm, partnership, association, corporation, company or organization of any kind
- (b). Vehicle: any device in, upon or by which any person or property is or may be transported upon a street
- (c). Street: any public or private road, street, avenue, highway, or alley
- (d). Wrecker Rotation Call: a call for a towing company that is on a list maintained by the Daphne Police Department that is permitted to provide a towing service when called by the Daphne Police
- (e). Tow Truck or Wrecker: any vehicle operated by a person engaged in the business of vehicle towing, whereby vehicles are towed or otherwise removed from the place where they are disabled or parked by use of a tow truck so designed for that purpose.
- (f). Large Tow Truck : a class “C” or above tow truck as defined in this ordinance.

SECTION 2. PERMIT AND LICENSE REQUIRED

No tow truck service business shall offer such services within the City of Daphne or its Police Jurisdiction, without first obtaining both a permit from the Chief of Police, or his designee, and a license to operate the tow truck service business from the city as provided in this ordinance.

SECTION 3. APPLICATION FOR PERMITS

Applications for permits issued hereunder shall be made annually upon forms prepared and made available by the Chief of Police or his designee. All applicants shall include as much information as the applicant wishes to submit, but must provide the following to the Daphne Police Department:

- (a). Application for placement on rotation list. This application will include the information on the business; the business owner(s); and the vehicle storage area.
- (b). Agreement of compliance form. This form is an agreement by the applicant to meet all standards and follow all rules and regulations as set out in this ordinance.
- (c). Any other information as the Chief of Police or his designee shall find reasonably necessary to effectuate the purpose of this ordinance and to arrive at a fair determination of whether the terms of this ordinance have been complied with.

SECTION 4. STANDARDS FOR ISSUANCE OF PERMIT

The Chief of Police or his designee shall issue a permit hereunder once he finds:

- (a) Public convenience and necessity require the proposed tow truck service for which an application has been submitted;
- (b) Insurance policies as required by this ordinance have been procured;
- (c) Applicant and applicant's employees are fit and proper persons to conduct the proposed tow truck service;
- (d) Applicant's tow trucks appear to be in good mechanical condition and equipped in accordance with the requirements herein so that the usual work of a tow truck can be accomplished;
- (e) That the requirements of this ordinance and all other governing laws and ordinances have been met; and
- (f) That all other requirements for a tow truck and the tow truck service business promulgated from time to time by the State of Alabama have been met.

SECTION 5. PROMULGATION OF REGULATIONS

The Chief of Police or his designee may from time to time promulgate and enforce reasonable rules and regulations for tow trucks.

SECTION 6. APPLICATION FOR BUSINESS LICENSE

Upon issuance of a permit by the Chief of Police or his designee and prior to doing or soliciting any business in the city, the owner of the tow truck service business must make application for a city of Daphne business license and pay the required license fee at the office of the city clerk.

SECTION 7. PERMIT TERM

Unless sooner revoked, the aforementioned permit issued by the Chief of Police or his designee shall be valid for the remainder of the calendar year in which it was issued. Each permit must be reapplied for annually upon submitting an application on or after December 1st and no later than the first business day in January for each succeeding calendar year. It shall be unlawful to engage in business of a rotation wrecker within the city after the expiration date of the permit. Permits are non-transferable.

SECTION 8. INSURANCE REQUIREMENTS

- (a) All tow trucks operating within the city or its police jurisdiction shall maintain a valid bond or insurance policy issued by a surety or an insurance company authorized to do business in the State of Alabama with coverage at the following minimum levels and containing an endorsement providing for thirty (30) days notice to the city, specifically to the officer designated by the police chief to monitor tow truck companies, prior to any material change therein or cancellation thereof:
- (1) Two hundred fifty thousand dollars (\$250,000.00) for bodily injury to any one person;
 - (2) Five hundred thousand dollars (\$500,000.00) for bodily injury in one accident;
 - (3) One hundred thousand dollars (\$100,000.00) for damage to property, other than the towed vehicle and its contents while being either towed or stored; and
 - (4) One hundred thousand dollars (\$100,000.00) in garage keepers' legal liability, including but not limited to coverage for fire, explosion, theft, riot and/or civil commotion, vandalism and collision with a deductible not greater than five hundred dollars.
- (b) Each tow truck service business in the city of Daphne who makes contact with any vehicle to be towed, assumes liability for injury to persons, property damage, fire, theft, or other acts of negligence stemming from the towing process.

SECTION 9. TOW TRUCK INSPECTIONS

Each wrecker company doing business in the city shall have a current ALDOT Certificate of Inspection for each vehicle and an ALDOT number must be displayed on the vehicle. A copy of these inspections will be maintained by the wrecker company and will be made immediately available to the Police Department upon request.

SECTION 10. GENERAL REQUIREMENTS

- (a) Each wrecker company shall maintain twenty four (24) hour wrecker service, seven (7) days a week, with a wrecker operator and wrecker on call at all times. Police dispatchers will telephone only one number as provided by the wrecker company. Wrecker companies may have this number forwarded to another number but no beepers or answering machines will be used.
- (b) Each wrecker company will have adequate storage space to provide safe keeping for a minimum of (15) wrecked, disabled or impounded vehicles. This space shall be enclosed by (6) foot chain link fence or wall with a gate under lock and key. All wrecker companies shall employ reasonable safeguards and procedures so that all personal belongings and contents in the vehicles are intact and returned to the vehicle's owner or agent upon release of the vehicles. This storage area shall be within the City of Daphne city limits.
- (c) Each tow truck service business shall maintain a current list of drivers and furnish a copy of said list to the Daphne Police Department immediately upon request. This list shall contain current information on the owner(s) and drivers. This current information will include home address, home phone number(s), date of birth, driver's license numbers, dates of hire, and any other personal information that may be requested by the Daphne Police Department.
- (d) Each tow truck service business shall maintain a current list of tow trucks in their fleet and shall furnish a copy of said list to the Daphne Police Department immediately upon request. This list will include the make, model, year, VIN, tag number, vehicle size, number of axles, and lift capacity.
- (e) The rotation call list is to include one listing per wrecker company, regardless of the number of company locations within the city, regardless of the number of trucks, and regardless of the fact that one owner or group of owners shall own more than one wrecker company within the city.
- (f) No two or more tow truck service businesses may share the same physical location, address, parcel of real estate, or telephone number.

- (g) No employee of a tow truck service business may inquire to the police dispatcher as to rotation status or express grievances relating to other tow truck service businesses. Such matters shall instead be directed to the chief of police or his designee.

SECTION 11. TOW TRUCKS AND DRIVERS

- (a) No driver who has been convicted of any felony or any crime involving force, violence or moral turpitude shall operate a vehicle on the rotation list.
- (b) All tow truck drivers shall be properly trained and have a valid driver's license for the type of tow truck they are operating. Additionally, all tow truck drivers must be properly trained to use any other equipment necessary to performing a tow truck service.
- (c) Tow truck service businesses shall arrive to the location of the tow within fifteen (15) minutes from the time the call is dispatched by the Daphne Police Department, if within the Daphne city limits.
- (d) The tow truck driver responding on behalf of the tow truck service business must have a certificate from a recognized Hazardous Materials Class indicating an awareness level of hazardous materials training. This certificate of training shall be maintained by the wrecker company and a copy of it shall be furnished to the Daphne Police Department immediately upon request. When responding to a tow truck service call, all State and Federal E.P.A. Guidelines shall be followed.
- (e) Each tow truck service business shall equip and maintain all tow trucks covered under this ordinance in accordance with the provisions set forth in the Alabama Department of Transportation Handbook and consistent with industry standards.
- (f) No wrecker shall proceed to the scene of an incident without being requested to do so by the police department or the owner or person in charge of the vehicle. No wrecker shall solicit business at the scene of an incident.
- (g) Once a tow truck has arrived at the scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or obstruct traffic and remove any debris on the ground originating from the vehicles in accordance with section 13A-7-29 (4) Code of Alabama.
- (h) No wrecker will be marked (color, decal, etc.) as to resemble a Daphne Police vehicle or any other law enforcement vehicle.
- (i) Tow trucks shall not display the words "Official Police Tow" or words to that effect, without prior written approval from the Daphne Police Department.

- (j). The tow truck service shall respond to a wrecker rotation call without any undue delay. Undue delays shall include but not be limited to: delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment and/or the lack of necessary equipment or supplies to remove a vehicle.
- (k). The tow truck service business shall maintain a minimum of one driver on-duty at all times.
- (l). In the event that any wrecker is canceled prior to or after arrival at the scene of any incident after being dispatched as a result of being listed on the rotation list, the wrecker company shall not be entitled to charge for the canceled call; however, the company shall be placed back on top of the rotation list. Cancellation may occur up to the time the wrecker actually begins towing the vehicle.
- (m). Each tow truck shall be equipped with a flashing, revolving or strobe caution light, the color of amber or yellow, and mounted for 360° visibility and properly installed. Said caution light shall be operated at the scene of a wreck/collision, but shall not be operated while proceeding to the scene of a wreck/collision or while in transport, unless such use is authorized by the police department in a particular case because of an emergency situation.
- (n). The name of the tow truck service business will be kept prominently displayed on each tow truck.
- (o). A rollback and/or a flatbed tow truck can be used for rotation wrecker calls unless the police department of the City of Daphne instructs that a conventional wrecker is needed or requested by the owner of the vehicle or the owner's representative. Therefore, having a rollback and/or a flatbed tow truck is not required to remain on the rotation list; however, having at least one conventional wrecker in proper working order is required to remain on the rotation list.
- (p). In the event a tow truck service business is unavailable to respond to a wrecker rotation call, the tow truck service business shall call the Daphne Police Department and advise of such. Being unable to respond to a wrecker rotation call will result in a loss of turn on the wrecker rotation list. Abusive use of unavailable wrecker rotation calls or refusals to respond will not be tolerated.

SECTION 12. STANDARD TOW TRUCK EQUIPMENT

Each tow truck service business shall maintain and keep in good working order the following standard equipment on each tow truck:

- (a). Power Winch – winch line and/or boom with lifting capacity of not less than four (4) tons.

- (b). Wheel-lift – lift designed to transport vehicles by their tires without further damaging the towed vehicle.
- (c). Proper tie down straps for wheel-lift
- (d). Safety chains
- (e). Safety vest
- (f). Safety gloves
- (g). Fire extinguisher- properly charged
- (h). Pry bar capable of prying open doors
- (i). Push broom
- (j). Ax
- (k). Shovel
- (l). One set of road flares/triangles
- (m). Four way hazard emergency flashing lights
- (n). Tow lights
- (o). 360 visibility revolving or strobe light colored amber or yellow
- (p). Work lights designed to provide lighting on dark incident scenes
- (q). One set of dollies (with tow truck service business' name permanently affixed to dollies)

SECTION 13. ROLLBACK/FLATBED TOW TRUCK EQUIPMENT

Each rollback/flatbed tow truck shall maintain the standard tow truck equipment as well as the following additional equipment and this equipment shall be in good working order:

- (a). Minimum 19 ft bed
- (b). Dual rear wheels
- (c). Minimum 50 ft of 3/8 inch cable (6x19 OEM)
- (d). Brake lock device
- (e). Minimum of (4) tie downs

SECTION 14. LARGE TOW TRUCK EQUIPMENT

Each large tow truck shall maintain the standard tow truck equipment as well as the following additional equipment and this equipment shall be in good working order:

- (a). Air control valve operable
- (b). Two chock blocks or equivalent
- (c). 200 ft (minimum 5/8 inch cable or OEM)
- (d). Automotive lock air brakes (parking brakes)
- (e). Bolt cutters (minimum 1/2 inch opening)
- (f). Two fire extinguishers (10 lbs minimum) - properly charged
- (g). External air hookups and hoses
- (h). Six safety cones
- (i). Six safety triangles or road flares
- (j). 50 lbs of sand or equivalent

SECTION 15. TOW TRUCK CLASSIFICATIONS

There will be four (4) classes of tow trucks covered under this Policy.

Class A – Light Duty:

A) Tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of 10,000 to 19,500 pounds with wheel-lift capabilities and may have a car carrier. Class A equipment must include a four (4) ton recovery equipment rating and 100 feet of 3/8" 6x19 cable or OEM specifications.

B) A towing company that has a car carrier may be exempted from the wheel-lift capability requirements; however, the car carrier must be an additional unit.

Class B – Medium Duty:

A) Tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a 19,501 to 33,000 GVRW chassis and 150 feet of 7/16" 6x19 cable or OEM specifications.

B) These tow trucks may also have a car carrier; however, the car carrier must be an additional unit. A Class B (car carrier) must be equipped with a 19,501 + GVWR chassis and 50 feet of 3/8" 6x19 cable or OEM specifications.

Class C – Heavy Duty:

A) Three-axle tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of at least 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class C equipment must include a 33,000 to 50,000 GVWR chassis, 25 ton recovery equipment rating, and 200 feet of 5/8" cable or OEM specifications.

Class D – Super Heavy Duty:

A) Three-axle tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of at least 50,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class D equipment must include a 50,000 + GVWR chassis, 25 ton recovery equipment rating, and 250 feet of 3/4" cable or OEM specifications.

SECTION 16. MAXIMUM ALLOWABLE TOWING/STORAGE FEES

No tow truck service business on the Daphne Police Department's "wrecker rotation call" list shall charge a fee in excess of amounts set forth herein for tow truck service performed in response to wrecker rotation calls made by a police dispatcher. In addition to the fee caps set forth and provided herein, no other fees may be charged by the tow truck service business that are not expressly set forth by this ordinance.

(A). The tow truck service business may not charge more than Eighty five (\$85.00) dollars for each vehicle towed from one point in the Daphne city limits and police jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of 10,000 pounds or less. In addition to the Eighty five (\$85.00) dollars charge for towing each car, any service call which requires more than one and one half (1-1/2) hours on scene, shall be permitted an additional sixty five (\$65.00) dollars per hour charge.

- (1). If any vehicle requires a dolly, tire change, or removal of a dislodged drive shaft there may be a thirty five (\$35.00) dollars charge.
- (2). No added towing charges will be allowed for moving the towed vehicle to any destination required by owner within the Daphne city limits and police jurisdiction, but an additional two dollars and fifty cents (\$2.50) per mile charge will be allowed for one way towing outside the city limits, to tow a vehicle into the city from outside, or to tow a vehicle from the city to another destination as requested by the vehicle owner.

(B). A Two hundred fifty dollars (\$250.00) charge for each vehicle towed from one point in the city or police jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of 10,001 pounds or more. In addition to the Two hundred fifty (\$250.00) dollars charge for towing each car, any service call which requires more than one and one half (1-1/2) hours on scene, shall be permitted an additional two hundred and fifty (\$250.00) dollars per hour charge.

- (1) No added towing charges will be allowed for moving the towed vehicle to any destination required by owner within the Daphne city limits and police jurisdiction, but an additional three dollars and fifty cents (\$3.50) per mile charge will be allowed for one way towing outside the city limits, to tow a vehicle into the city from outside, or to tow a vehicle from the city to another destination as requested by the vehicle owner.

(C). **STORAGE FEES** shall be charged as follows:

1. Fifteen dollars (\$15.00) per day for each vehicle with up to one ton gross weight
2. Twenty dollars (\$20.00) per day for each vehicle over one ton in gross weight but less than (40) feet in length.
3. Twenty-five dollars (\$25.00) per day for each vehicle in excess of forty (40) feet in length.
4. Any recovered stolen vehicles will be charged ½ of the current impound fee applicable to said vehicle.

SECTION 17. RECORDS

Each tow truck operator shall document and maintain a record of all services performed in response to a wrecker rotation call. Said records shall include, but not be limited to, the following information:

- (a). Date and time service was requested
- (b). Name of the person requesting service
- (c). Location of vehicle
- (d). Description, license and V.I.N. of towed vehicle
- (e). Vehicle owner or driver's name, if known
- (f). Service charges and fees

1. All records required herein must be immediately available for inspection by officers or agents of the Daphne Police Department. Such inspections shall be conducted at a reasonable date and hour at the towing service business.

2. The tow truck service business shall maintain the required records for the current calendar year, and the calendar year immediately prior to the current calendar year.

3. A record of all abandoned motor vehicles shall be maintained by the tow truck company and the sale or disposal of any abandoned vehicle be in accordance with Chapter 13, Title 32, Code of Alabama

SECTION 18. SELECTION OF WRECKER

The owner of the vehicle or the owner's representative shall select, when practical, the wrecker to be used. The selected wrecker company shall be notified by the said owner or the owner's representative.

Insofar as it is feasible to do so, and unless otherwise instructed by the owner or the owner's representative, the tow truck service business will be notified by the City of Daphne's Police Department selected using the wrecker rotation call system. The police officer shall inform the owner or the owner's representative of the cost and charges and other pertinent information concerning the wrecker rotation services.

SECTION 19. COMPLAINTS

Complaints against towing companies will be documented by the Daphne Police Department. Complaints will be investigated by the Daphne Police Department in a timely manner. After the investigation, the towing company and complainant will then be notified of the disposition of the complaint. Any complaints and/or grievances from the wrecker companies will be put in writing from the company to the chief of police or his designee. The chief of police or his designee will respond back in writing within five (5) business days.

SECTION 20. REVOCAION AND SUSPENSION

The business wrecker license or any wrecker permit issued under this ordinance shall be subject to suspension or revocation by the chief of police or his designee if he/she finds:

- (a). False information was provided or information withheld by the wrecker company, or an employee of the wrecker company, at the time the application for permit was received, if such false or withheld information would have constituted just cause for refusal to issue such license or permit.
- (b). False information was provided or information was withheld at any time by the wrecker company, or an employee of the wrecker company, when information was requested by the chief of police or his designee regarding the rotation wrecker service.
- (c). The wrecker company, or an employee of the wrecker company, conducted business in a fraudulent, unethical or questionable manner that would reflect unfavorably on the Daphne Police Department.
- (d). The wrecker company's wrecker business license has expired.
- (e). The wrecker company has any violations concerning insurance.
- (f). Any tow truck driver is operating a wrecker with a suspended, revoked or cancelled driver's license.
- (g). The wrecker company has missed two consecutive call outs without acceptable justification. It is the wrecker companies' responsibility to notify the Daphne Police Department if they are unable to answer call outs. The notification shall contain the reason and the length of time they will be out of service.
- (h). The wrecker company, or an employee of the wrecker company, violated any provisions of this ordinance.

The length of suspension or revocation of the permit will be at the discretion of the Chief of Police or his designee, based in part on the severity of the violation(s) and/or the frequency of the violations. The wrecker company will have the right to appeal said revocation or suspension by filing with the city clerk a written notice of appeal within seven (7) calendar days from the date of permit suspension or revocation. The mayor and city council shall hold a public hearing on the appeal to determine whether to affirm said permit suspension or revocation.

SECTION 21. PENALTIES

Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined an amount not exceeding five hundred dollars (\$500.00) or be imprisoned in the city jail for a period not to exceed one hundred and eighty (180) days or be both so fined and imprisoned.

SECTION 22. SEVERABILITY

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 23. REPEALER

That Ordinance No's: 1997-03 and 2004-40 be and are hereby repealed in their entirety. Any other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed to the extent of conflict.

This ordinance shall take effect upon its due adoption and publication as required by law.

ADOPTED AND APPROVED on this _____ day of _____, 2006.

Greg Burnam
City Council President

Fred Small, Mayor

ATTEST:

David Cohen, City Clerk

Starting in December 2006, all companies wanting to remain on the Daphne Police Department Wrecker Rotation List will be required to reapply for a permit annually no later than the first business day in January for each succeeding calendar year. The application period for renewal will begin on December 1st each calendar year. It shall be unlawful for any person to engage in the business of a rotation wrecker within the City of Daphne after the expiration of this permit without making an application for renewal and obtaining a valid permit for another calendar year.

At the time of the renewal, each wrecker company will be required to submit the following documents, properly filled out and signed (where appropriate), to the chief of police or his designee. These documents can be obtained at the Daphne Police Department.

1. APPLICATION FOR PLACEMENT ON ROTATION LIST

2. AGREEMENT OF COMPLIANCE

Daphne Police Department Wrecker Rotation

Agreement of Compliance

Date: _____ Company Name: _____

1. Tow Trucks:

All trucks contain all the required equipment that is mandated by the current City of Daphne ordinance that regulates Tow Trucks and this equipment is in good working order:

Yes or No Circle One

If No, Explain: _____

2. Flatbed/Rollback Tow Trucks:

All trucks contain all the required additional equipment that is mandated by the current City of Daphne ordinance that regulates Tow Trucks and this equipment is in good working order:

Yes or No Circle One

If No, Explain: _____

3. Large Tow Trucks:

All trucks contain all the required additional equipment that is mandated by the current City of Daphne ordinance that regulates Tow Trucks and this equipment is in good working order:

Yes or No Circle One

If No, Explain: _____

4. Tow Truck Inspections:

All tow trucks have been inspected and they are all in proper working condition and they all are in compliance with ALDOT standards and regulations:

Yes or No Circle One

If No, Explain: _____

5. Vehicle Storage Facility:

Is properly maintained and it meets all standards as required by the current City of Daphne ordinance that regulates Tow Trucks:

Yes or No Circle One

If No, Explain: _____

6. Records:

All Rotation Calls are properly maintained, up to date, and ready for inspection as required by the current City of Daphne ordinance that regulates Tow Trucks:

Yes or No Circle One

If No, Explain: _____

7. Insurance:

All Tow trucks are properly insured as required by the current City of Daphne ordinance that regulates Tow Trucks:

Yes or No Circle One

If No, Explain: _____

8. Business License:

I will maintain a current City of Daphne Wrecker Company business license as required by the current City of Daphne ordinance that regulates Tow Trucks:

Yes or No Circle One

If No, Explain: _____

9. Tow Truck Drivers:

All Tow Truck drivers are properly trained and have a valid driver's license for the type of Tow Truck they are operating. They have received proper training for the equipment they are using. Each driver has had at least awareness training of hazardous materials. None of the Tow Truck drivers have been convicted of any felonies or any other crimes of force, violence or moral turpitude. All Tow Truck drivers will follow all the rules and

regulations as required by the current City of Daphne ordinance that regulates Tow Trucks:

Yes or No Circle One

If No, Explain: _____

10. Tow Truck business owner(s):

None of the business owners have been convicted of any felonies or any other crimes of force, violence or moral turpitude as required by the current City of Daphne ordinance that regulates Tow Trucks:

Yes or No Circle One

If No, Explain: _____

11. Fees:

Only the amounts covered in the current City of Daphne ordinance that regulates Tow Trucks will be collected and no other fees will be charged that are not covered by this ordinance:

Yes or No Circle One

If No, Explain: _____

12. General:

I have a current copy of the City of Daphne ordinance that regulates Tow Trucks. I have read this ordinance and I agree to follow all the rules and regulations set forth in this ordinance.

Yes or No Circle One

If No, Explain: _____

By signing this agreement, I hereby certify that the information is true and correct.

Signature: _____ **Title:** _____

Print Name: _____

Daphne Police Department Tow Truck Rotation

Application for placement on rotation list

Business Information

Name _____

Address _____
City State Zip

Telephone _____

Owner's Name _____

Owner's DOB _____ Social Security No. _____

Owner's Home Address _____
City State Zip

Storage Facility

Address _____
City State Zip

Property Owner _____

Outdoor Storage Size _____ Feet x _____ Feet - Capacity _____

Describe any variation from requirements _____

**CITY OF DAPHNE
ORDINANCE NO.: 2006-66**

**AN ORDINANCE REGULATING PARKING WITHIN
THE CITY OF DAPHNE**

WHEREAS, the City Council of the City of Daphne, Alabama deems it to be in the interest of public safety and for the benefit of its citizens to provide regulations for parking within the City of Daphne; and,

WHEREAS, the City Council of the City of Daphne wishes to promote the health welfare and safety of the citizens of the City of Daphne through proper regulation of parking in the City of Daphne; and

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

SECTION I: DEFINITIONS

A. For the purposes of this ordinance, the following words and phrases shall have the meaning respectively ascribed to them by this section unless taken specific exception to elsewhere in this ordinance:

- 1). **Vehicle:** The term vehicle shall mean any machine propelled by power other than human power designed to travel along the ground or through or upon water by use of wheels, treads, runners, slides, wings or hulls for the purpose of transporting persons or property or pulling non-self propelled vehicles or machinery. This shall include, but not be limited to, automobiles, boats, trucks, trailers, motorcycles, motor driven cycles, motor scooters, mopeds, tractors, recreational vehicles and all terrain vehicles.
- 2). **Public Parking Area:** Any area designated for parking of vehicles whether or not located on public property or on private property if the area is open for public use.

**SECTION II: PARKING SPACES FOR PHYSICALLY HANDICAPPED;
REGULATION**

- A. The city street superintendent is hereby authorized to establish parking spaces on public property within any city block for the exclusive parking of motor vehicles of physically handicapped persons.
- B. On private property, the designation of exclusive parking for motor vehicles of handicapped persons shall be a voluntary action by the

property owner or lessee. Where such parking is designated, and parking spaces shall be properly identified with signs which conform to the requirements of this section, violations by unauthorized persons shall be enforced by the police department. It shall be the responsibility of the property owner, lessee or designated agent to notify the police department by telephone or other appropriate means that enforcement is required when violation is observed or reported.

- C. Vehicles which bear current license plates of the state to which the authorized handicapped insignia decal is affixed are eligible to utilize those handicapped parking spaces created by this section. Additionally, vehicles which display the four-inch by eight-inch handicapped parking placard issued by the State of Alabama Department of Revenue, or by any other official state agency other than Alabama, on the dashboard are authorized to use parking spaces for physically handicapped persons. Either the handicapped license decal or the parking placard shall be acceptable identification for the use of designated handicapped parking spaces within the city.
- D. The handicapped parking permit shall in no way exempt the operator of motor vehicles from compliance with any other ordinance or law prohibiting the standing, stopping or parking of motor vehicles upon any public street.
- E. On public property, parking spaces reserved for handicapped use will be identified by a traffic control sign which conforms to the Manual on Uniform Traffic Control Devices, as revised, and also words "by permit only." To be eligible for enforcement provided by this section, property owners or lessees must display the approved sign on each parking space reserved for handicapped. Such signs shall be purchased from the city traffic engineer and shall be erected by the property owner or lessee.
- F. It shall be unlawful for any person to park any vehicle not displaying either the special permit provided for herein or the approved Alabama vehicular license plate in an area designated for handicapped parking.
- G. In any prosecution for any violation of the provisions of this section, it shall be prima facie evidence that the owner of such vehicle was operating the same at the time of such alleged violation, or, in the case of parking overtime, that the owner parked the vehicle and caused it to be parked overtime.
- H. Any violation of this Section shall be punishable of a fine of not less than \$25.00, nor more than \$100.00, plus cost of court, and in addition thereto, the motor vehicle may be towed at the vehicle owner's expense.

SECTION III: TOW-AWAY ZONES

- A. There are hereby created on certain streets where no parking shall be allowed and designated as "Tow-Away Zones."
- B. The City Council shall establish the location of said "Tow-Away Zones," by passage of appropriate ordinance.
- C. All "Tow-Away Zones" shall be marked by signs at the beginning and end of said zones along said streets.
- D. Any violation of this Section shall be punishable of a fine of not less than \$25.00, nor more than \$100.00, plus cost of court, and in addition thereto, the motor vehicle may be towed at the vehicle owner's expense.

SECTION IV: NO PARKING AREAS

- A. There are hereby created areas on certain streets where no parking shall be allowed, and said areas shall be designated "No Parking Areas."
- B. The Public Works Director or his designee shall establish the location of the "No Parking Areas."
- C. All "No Parking Areas" shall be marked by signs at the beginning and end of each area on each street.
- D. Any violation of this Section shall be punishable of a fine of not less than \$25.00, nor more than \$100.00, plus cost of court, and in addition thereto, the motor vehicle may be towed at the vehicle owner's expense.

SECTION V: PARKING NEAR INTERSECTIONS; EXCEPTIONS; PENALTIES

- A. It shall be unlawful to park a vehicle on any city street parallel to the street centerline and nearer than twenty-five (25) feet to the corner of the intersection of any other street or alley
- B. It shall be unlawful to park a vehicle in any such manner as to obscure the view of any other vehicle within one hundred (100) feet of the center of the intersection, provided, however, that the foregoing shall not apply to any intersection controlled by automated traffic signals while such signals are in operation; nor shall it apply to any vehicle properly parked in an officially designated, marked parking space.

- C. Any violation of this Section shall be punishable of a fine of not less than \$25.00, nor more than \$100.00, plus cost of court, and in addition thereto, the motor vehicle may be towed at the vehicle owner's expense.

SECTION VI: PARKING NEAR FIRE PLUGS

- A. It shall also be unlawful for any person to park a vehicle on any public street, public parking area or public right-of-way within fifteen (15) feet of any fire plug located within the city limits of the City of Daphne.
- B. Any violation of this Section shall be punishable of a fine of not less than \$25.00, nor more than \$100.00, plus cost of court, and in addition thereto, the motor vehicle may be towed at the vehicle owner's expense.

SECTION VII: NO PARKING OF VEHICLES FOR SALE

- A. It shall be unlawful for any business, corporation, partnership and/or individual to park a vehicle with any type of sign or marking which suggests or indicates that said vehicle is for sale, upon any right-of-way, median, street, public alley, public parking area or private parking area dedicated for public use located within the city limits of the City of Daphne.
- B. It shall be unlawful for any private property owner, tenant and/or lessee not otherwise exempted herein and who is not licensed as a car dealer to sell new or used vehicles within the City of Daphne to have or maintain more than one vehicle of any kind with a "for sale" sign on a said vehicle.
- C. Subject to the foregoing paragraphs (a) and (b), of this Section, the following constitute exceptions to this Ordinance:
 - 1). Any dealer licensed to sell new and/or used vehicles in the City of Daphne shall have the right to keep such vehicles on their business premises with signs advertising the same for sale.
 - 2). Any vehicle may be parked unattended by the owner, lessee and/or driver thereof upon any premises, whether residential or commercial, for which the owner, lessee and/or driver thereof is an agent, employee, customer or invitee upon said premises and may leave said vehicle unattended upon the premises for any reasonable period of time for the purpose of employment or as a customer or invitee or for any other legitimate purpose provided that the same is not solely incident to or for the purpose of sale of said vehicle.

- 3). Any private noncommercial owner or lessee of any real property within the city limits of the City of Daphne shall be limited to having no more than one vehicle of any kind with a “for sale” sign or other sign placed on the vehicle which suggests or otherwise indicates that the said vehicle is for sale.
- D. Any vehicle found in violation of this section ordinance shall be towed at the vehicle owner’s expense.
- F. Any violation of this Section shall be punishable of a fine of not less than \$25.00 nor more than \$500.00, plus cost of court and sentenced to not more than three (3) months in the municipal jail or both at the discretion of the municipal judge. Each day a violation occurs shall constitute a new and separate offense.

SECTION VIII: FIRE LANES

- A. There are hereby created areas on certain streets, public parking areas, and public rights of way within the city where no parking shall be allowed, and said areas shall be designated as “Fire Lanes.”
- B. “Fire Lanes” shall be established by the Daphne Fire Chief or his designee.
- C. All “Fire Lanes” shall be marked by signs at the beginning and end of said lanes.
- D. Any violation of this Section shall be punishable of a fine of not less than \$25.00, nor more than \$100.00, plus cost of court, and in addition thereto, the motor vehicle may be towed at the vehicle owner’s expense.

SECTION IX: MEDIANS

- A. It shall be unlawful to park any vehicle on any median located in the City of Daphne, Alabama, whether such median is posted as such or not.
- B. It shall be unlawful for a vehicle to cross any median located in the city with exception being, the foregoing shall not apply to any vehicle crossing at a lawfully designated and maintained median cut.
- C. Any violation of this Section shall be punishable of a fine not less than \$25.00, nor more than \$100.00, plus cost of court, and in addition thereto, the motor vehicle may be towed at the vehicle owner’s expense. Each day a violation occurs shall constitute a new and separate offense.

SECTION X: PENALTY

Any person charged with a violation of any Section of this Ordinance may waive court appearance by paying the designated fine for said violations directly to the Municipal Court Magistrate of the City of Daphne,Alabama.

SECTION XI: SEVERABILITY

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

SECTION XII: REPEALER

That Ordinance No's: 1990-04, 1990-13 and 2003-25 be and are hereby repealed in their entirety. Any other city Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed to the extent of conflict.

SECTION XIII: EFFECTIVE DATE.

This Ordinance shall take effect and be in force from and after the date of its approval by the City Council of the City of Daphne and publication as required by law.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ DAY OF _____,2006.

**GREG BURNAM,
CITY COUNCIL PRESIDENT**

FRED SMALL , MAYOR

ATTEST:

DAVID COHEN, City Clerk, MMC