

**CITY COUNCIL BUSINESS MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
SEPTEMBER 21, 2009
BUSINESS MEETING
6:30 P.M.**

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

APPROVE MINUTES: Council meeting minutes / September 8, 2009
Council Work Session Minutes / September 14, 2009

PUBLIC HEARING: Rezoning: Trione Heir Property / Property located southwest of the intersection Of Main Street and Belrose Avenue / R-2, Medium Density Single Residential District to B-2, General Business District / Unanimous Unfavorable Recommendation from Planning Commission /
WITHDRAWN PER LETTER FROM OWNER

PROCLAMATION: “Daphne Writes Day” / Denise D’Oliveira

VETO OF ORDINANCE 2009-43 / Fire Hydrant Maintenance Appropriation

SET DATE: Human Resource Director Interviews

4. REPORT STANDING COMMITTEES:

A. FINANCE COMMITTEE / Boulware

Review work session minutes / September 10th

Review minutes / September 14th

a.) Resolutions:

1.) Bid Awards:

i.) Garbage Carts / Ameri-Kart Corporation / **Resolution 2009-95**

ii.) City Hall Parking Lot Improvements / James Brothers Excavating / **Resolution 2009-96**

iii.) Police Vehicle – Four Door Sedan / Bayview Ford Lincoln Mercury / **Resolution 2009-97**

2.) Declare City Equipment Surplus / 2000 Crown Vic / **Resolution 2009-98**

3.) Community Contributions / **Resolution 2009-99**

4.) Authorize Mayor to execute Public works Lease Contract / **Resolution 2009-100**

b.) Ordinances

1.) Appropriation Funds: Hwy 98 / County Rd. 64 Intersection / **Ordinance 2009-46**

2.) Appropriating Funds: Bay Front Park Benches & Swings / **Ordinance 2009-47**

3.) Amendment to Job Classification Schedule / **Ordinance 2009-48**

4.) Establish Budget Policy for October 2009 / **Ordinance 2009-49**

c.) Motions

1.) Authorize mayor to enter into contract with Spanish Fort for Dispatching Services

2.) Set interest rate for 2009 Assessments @4.15%

3.) Authorize Mayor to execute change order: NRCS projects

d.) Financial Reports

1.) Treasurers Report / August 31, 2009

2.) Summary of Revenues and Expenditures / July 31, 2009]

3.) Sales & Use Tax Collections / July 31, 2009

4.) Lodging Tax Collections / July 31, 2009

B. BUILDINGS & PROPERTY - Lake

C. PUBLIC SAFETY - Burnam

Review minutes / September 9th

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Palumbo

E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY - Yelding

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Jones

B. Downtown Redevelopment Authority - Barnette

C. Industrial Development Board – Yelding

D. Library Board - Lake

E. Planning Commission – Barnette

F. Recreation Board - Burnam

Review minutes / September 9th

G. Utility Board - Scott

6. REPORTS OF OFFICERS:

A. Mayors Report

B. City Attorney’s Report

YMCA Refinancing of Bonds / Resolution 2009-102

C. Department Head Comments

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

a.) Amend Certificate of Incorporation of the Renaissance

Improvement District. /Resolution 2009-91

b.) Appointing a Director to the Board of Directors of the

Renaissance Improvement District / Expand Directors. /Resolution 2009-92

c.) Amending the Certificate of Incorporation of the Renaissance

Cooperative District / Expand Directors. /Resolution 2009-93

d.) Re-appointing Director to the Board of Directors of

Renaissance Improvement District / Lee D.M. Pittman /

Term Ending June 5, 2012. /Resolution 2009-94

f.) Bid Award: City Hall Parking Lot Improvements /
James Brothers Excavating /Resolution 2009-96

g.) Bid Award: Police Vehicle – Four Door Sedan / Bayview Ford
Lincoln Mercury. /Resolution 2009-97

h.) Declaring Certain Personal Property Surplus / 2000 Crown Vic. /Resolution 2009-98

i.) Fiscal 2009 Community Contributions. /Resolution 2009-99

j.) Authorize the Financing of (2) Garbage Trucks /
(3) Knuckleboom Trucks. /Resolution 2009-100

k.) Request for Attorney General’s Opinion / TimberCreek
Setback Lines. /Resolution 2009-101

l.) Authorize Mayor to Sign Certificate with Respect to the
Approval of Bonds Issued by the YMCA Public Park and
Recreation Board of the City of Daphne / Refinancing of Bond
Issue. /Resolution 2009-102

ORDINANCES:

1ST READ

a.) Highway 98/County Road 64 Intersection Improvements. /Ordinance 2009-46

b.) Lodging Tax Appropriation: Bay Front Park Benches & Swings. /Ordinance 2009-47

c.) Amending Job Classification Schedule / Benefits/payroll Coordinator. /Ordinance 2009-48

d.) Establishing Budget Policy for October 2009 /Ordinance 2009-49

9. COUNCIL COMMENTS

10. ADJOURN

TENTATIVE WORK SESSION ITEMS

- 1. VISIONING PLAN
- 2. PROTOCOL FOR CHANGING SIGN ORDINANCE
- 3. TRAINING & TRAVEL BUDGET
- 4. DOWNTOWN REDEVELOPMENT AUTHORITY
- 5. SIGN ORDINANCE

6. **LODGING TAX**

**CITY OF DAPHNE
CITY COUNCIL MEETING**

ROLL CALL

CITY COUNCIL:

CALL VOTES

COUNCILMAN YELDING

PRESENT__ ABSENT__ __

COUNCILWOMAN BARNETTE

PRESENT__ ABSENT__

COUNCILMAN LAKE

PRESENT__ ABSENT__ __

COUNCILMAN BURNAM

PRESENT__ ABSENT__ __

COUNCILMAN SCOTT

PRESENT__ ABSENT__ __

COUNCILMAN BOULWARE

PRESENT__ ABSENT__ __

COUNCILMAN PALUMBO

PRESENT__ ABSENT__ __

MAYOR

MAYOR SMALL

PRESENT__ ABSENT__ __

CITY CLERK:

DAVID L. COHEN

PRESENT__ ABSENT__

CITY ATTORNEY:

CITY ATTORNEY JAY ROSS

PRESENT__ ABSENT

MINUTE NOTES:

**CITY COUNCIL MEETING
MINUTES**

NOTES:

COMMITTEE RECOMMENDATIONS

**SEPTEMBER 8, 2009
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

1. CALL TO ORDER

Council President Pro tem Palumbo called the meeting to order at 6:30 p.m.

2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was give by Mr. William H. Eady.

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

ABSENT: John Lake.

Also present: Mayor Fred Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Jay Ross, City Attorney; Bill Eady, Public Works Director; Kim Briley, Finance Director; Richard Merchant, Building Official; James White, Fire Chief; David Carpenter, Police Chief; Vickie Hinman, Interim Human Resource Director; David McKelroy, Recreation Director; Tonja Young, Library Director; Deni Biggs, Interim Civic Center Director; Adrienne Jones, Planning Director; Jane Robbins, Mayors Assistant; Scott Hutchinson, City Engineer; Buck Conaway, Public Works; Al Guarisco, Village Point Foundation; Joe Lemoine, Planning Commission; Melinda Immel, Volkert & Associates; Jim Ransom, Baldwin County Solid Waste.

2. APPROVE MINUTES

MOTION BY Councilwoman Barnette to adopt the Council meeting minutes meeting held August 17, 2009. *Secoded by Councilman Scott.*

Councilwoman Barnette stated that the minutes have been amended to show that she was not present at the August 17, 2009 meeting.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt the Town Hall meeting minutes meeting held August 20, 2009. *Secoded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

PRESENTATION: Team Green Recycling / Larry Hoover

Mr. Hoover showed a video of a newscast of the proposed recycling program being initiated by the county. People will put garbage and recyclables together, and the recyclables will be separated out at the landfill. It will take 18 months to build the facility, meanwhile, they will give people special colored bags to put the recyclables in so that they can be pulled out easily at the landfill.

Councilwoman Barnette stated that she would like more information about the company, and details including the layout and how he envisions the project to go.

Councilman Burnam asked Mayor Small if that would eliminate the city's need to recycle.

Mayor Small stated yes it would.

Councilman Scott stated that he wants to make sure that it is working before they abandon the city's recycling.

Councilman Boulware asked when the facility will be available.

Mr. Hoover stated that it would be the first quarter of 2010.

Mayor Small stated that if the city gets out of the recycle business that they could go back to the twice a week garbage pickup.

Council President Pro tem Palumbo stated that when the county is ready they will put them on a work session to come and explain the details.

A. FINANCE COMMITTEE – Boulware

There is a special Finance meeting scheduled for Thursday at 4:00 p.m. to discuss the budget. The regular meeting will be Monday, September 14th at 4:00 p.m. Council should have a copy of the budget Friday.

MOTION BY Councilman Boulware to make the budget the only item on Monday's work session agenda. Seconded by Councilwoman Barnette.

Council discussed the motion.

Councilman Boulware amended his motion to set aside a portion of the work session to consider the budget.

After further discussion Councilman Boulware withdrew his motion, and Councilwoman Barnette withdrew her second.

B. BUILDINGS AND PROPERTY COMMITTEE – Lake

The minutes for the July 10th and August 14th meetings are in the packet. No report.

C. PUBLIC SAFETY COMMITTEE – Burnam

The minutes for the August 12th meeting are in the packet, and no action is required by council. The next meeting will be Wednesday at 4:30 p.m.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Palumbo

No report.

E. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Yelding

Councilman Yelding read the mission statement for Public Works.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Ms. Jones

The minutes for the August 9th meeting are in the packet. There will not be a meeting in October. They may need council to request an Attorney General's Opinion regarding TimberCreek.

Council asked why the BZA attorney could not request an opinion?

Mr. Ross stated that the BZA does not have the authority to request an opinion, and that it has to come from council.

B. Downtown Redevelopment Authority – Barnette

No report.

C. Industrial Development Board – Yelding

The minutes for the June 29th meeting are in the packet. No report.

D. Library Board – Lake

The minutes for the August 6th meeting are in the packet. There was not a quorum for the September meeting.

E. Planning Commission – Barnette

The minutes for the July 23rd meeting are in the packet.

MOTION BY Councilwoman Barnette to set a Public Hearing date for October 5, 2009 to consider: Annexation: AJD Family Limited Partnership / Ms. Patsy Defillipi / Property located southeast of the intersection of County Rd. 64 and Friendship Rd. / Requested zoning: B-1, Local Business District. *Seconded by Councilman Yelding.*

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

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

F. Recreation Board – Burnam

The minutes for the August 12th meeting are in the packet. Councilman deferred to Mr. Kit Smith for the report.

Mr. Smith stated that the board researched doing background checks for the coaches, but the board could not come to an agreement before the fall season. He said that it is more complicated than they thought. He said that they would have to have a background check czar just to go through the paper work for 132 coaches for fall sports. He reported that they are looking at what to do with the Nicholson Center. They are having a brainstorm session at the Nicholson Center tomorrow to try to come up with ideas. The concession stands raised \$30,000, and the board purchased equipment with the money. He stated that the fields at Trione are being used by outside organizations for tournaments. He said that they would like to find the funds to finish the fields at Trione. The meeting at the Nicholson Center tomorrow is at 6:30 p.m.

G. Utility Board – Scott

Councilman Scott stated that at the last meeting the board approved money for a head works renovation project for the waste water treatment plant. He asked Mrs. Melinda Immel to explain what this means for the utilities.

Mrs. Immel explained that the head works is where the waste water first comes into the plant. This facility will do two things, 1) remove more debris which will free up additional capacity in the treatment plant. This is new technology to the U.S. There is probably only a handful using this technology in the U.S. They are throughout Europe. 2) It will also improve pumping and other mechanics throughout the treatment facility by removing this screened material. So you will get better treatment throughout the plant, and longer life on your equipment.

Councilman Scott stated that the next meeting will be the last Wednesday of the month.

6. REPORTS OF THE OFFICERS:

A. *Mayor's Report*

**SEPTEMBER 8, 2009
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

Mayor Small reported that there will be a 9/11 ceremony before the football game Friday night at 6:30 p.m. at the Daphne High School Stadium, and they would like the council to come. He recognized Mr. Bill

Stringer for all his efforts with the high school and athletics in Daphne. He said that the city is going to wait until the 10th anniversary to hold a ceremony.

Council President Pro tem Palumbo asked the mayor for an update on delinquent garbage fee collections.

Mayor Small stated that they have a person designated that is going through the list, and creating a letter to send by certified mail. They will also follow up with door to door and door hangers to try to reach these folks. If there is no participation by these folks then they will do what they need to do to get a ticket written by this particular person to get them in front of the judge. They have been working on this for the last couple of weeks. Mayor Small said that to write a citation you have to have the person in front of you. So they will have to find the folks and get them face to face to try to work out a payment plan, and if not then write a citation and let them go through the court system.

B. City Attorney Report

No report.

C. Department Head Comments

Tonja Young – Library Director – reported that the K-12 bookmark contest is currently going on, and September 19th the Teen Advisory Board is having their 3rd Annual Fall Into Reading celebration, and it is free to the public.

David McKelroy – Recreation Director – reported that the Recreation Board is having it's meeting at the Nicholson Center tomorrow at 6:30. He reminded everyone that Brown Bag by the Bay is Thursdays through October from 11:30 a.m. – 1:30 p.m. Saturday at Trione they will be having the Baldwin County Youth Football Jamboree. All 55 youth football teams from Baldwin County will be participating in the jamboree. This will start at 8:30 a.m. – 3:30 p.m. at the new facility. He also reported that Youth Soccer starts Monday night.

Adrienne Jones – Planning Director – stated that this Friday the University of North Alabama is holding their annual Land Use Law Update here in the council chambers. The cost is \$159. It is 8:30 a.m. – 4:30 p.m.

David Cohen – City Clerk – reported that the Trail Blazers were successful in their grant application for the Sidewalks to Schools, and they have been awarded the grant to the middle and elementary school going south on Hwy 13. There is a meeting on September 22nd to discuss what the things may be, and they will try to get as much sidewalk beyond the school further south, and, hopefully, to Hwy 64. The sidewalk will be directly in front of the schools on the west side of Hwy 13. This is the south section. It is not going north towards the high school it is going south to Hwy 64.

Council President Pro tem Palumbo asked if they had an application to run the sidewalk up to the high school.

Mr. Cohen said the problem with Sidewalks to Schools is that there is a limited amount of money, but they may open it up to more, and if so they may be possibly be looking at a very different project. The meeting may tell some things differently than what is here right now. This project is a 100% grant.

7. PUBLIC PARTICIPATION

Mrs. Mickey Boykin – 207 Beall Lane – stated that she was proud to be a resident of Daphne, and was proud of the way that the meeting went without any dissension. She hopes the dissension is over, and that they can all work together.

Mr. Rod Drummond – Ridgewood Drive – spoke regarding the county’s recycling program.

Mr. Joe Lemoine – 7742 Avery Lane – mentioned that the 2nd Honor Flight will be September 16th, and encouraged everyone to go out to the airport to greet them.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS:

- a.) **Highway 90 Sewer: Determining All Objections and Defenses to Assessments for the Cost of Improvements Provided by Improvement Ordinance 2007-05 and 2007-20 and Assessing the Cost of Said Improvements Provided by Improvements Upon the Properties Specially Benefited Thereby/Resolution 2009-89**
- b.) **Pledge of Support for the Baldwin County Watershed Coalition/Resolution 2009-90**

MOTION BY Councilwoman Barnette to <u>waive the reading</u> of Resolution 2009-89. <i>Seconded by Councilman Scott.</i>			
AYE	ALL IN FAVOR	NAY	NONE OPPOSED
			MOTION CARRIED

MOTION BY Councilwoman Barnette to <u>adopt</u> Resolution 2009-89. <i>Seconded by Councilman Scott.</i>			
AYE	ALL IN FAVOR	NAY	NONE OPPSED
			MOTION CARRIED

MOTION BY Councilman Scott to waive the reading of Resolution 2009-90. *Seconded by Councilman Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Resolutions 2009-90. *Seconded by Councilman Boulware.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES:

2ND READ

- a.) **Appropriation of Funds: FY 2009 Fire Hydrant Maintenance /Ordinance 2009-43**
- b.) **Appropriation of Fund: FEMA: Nicole Circle Project Engineering. /Ordinance 2009-45**

MOTION BY Councilwoman Barnette to waive the reading of Ordinances 2009-43 and 2009-45. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Barnette to adopt Ordinances 2009-43 and 2009-45. *Seconded by Councilman Boulware.*

Discussion was held on Ordinance 2009-43.

Council President Pro tem Palumbo asked that Mr. McElroy be put on the work session agenda for next week to discuss the maintenance of fire hydrants.

Council President Pro tem Palumbo stated that everyone has had a chance to speak twice so they can vote on the motion.

Councilwoman Barnette stated that for the record she only spoke once.

AYE ALL IN FAVOR

NAY NONE OPPOSED

MOTION CARRIED

8. COUNCIL COMMENTS

Councilman Yelding commended Mr. Eady and his staff for the good job done on the Public Work Mission Statement.

Councilwoman Barnette stated that she would at a future work session like to look at an informal business development council. This would be smaller businesses that they think would further the community whether they be restaurants or different types of businesses that they think that they would like to see within the community. She asked council to think about that, and she will get a proposal out for council to look over.

Councilman Scott stated regarding the Team Green Recycling that the county is the decision makers and they are going to go ahead with the recycling facility whether the cities come on line or not. He said no doubt the tipping fees with increase, because you will have more volume. He said that they have not addressed this, and it may not be a lot, but they need to address that issue. Councilman Scott stated that he would love to see the city use the Nicholson Center, but if they can't find a use for it soon he thinks they should look at alternatives such as even tearing it down and using it as green space or a park. He said that the parts of the building could be used somewhere else. The bricks maybe could be used somewhere else like the new fire station, and move the air conditioner units around and use them somewhere else. He does not think that they can continue to support an unused building long term. He said that they need to make some decisions about it, and he applauds Cathy for having her brainstorming group, and he thanked the Recreation Board for all that they have done to try to utilize that building.

Councilman Boulware thanked everyone for the turnout that they had for the Town Hall meeting. It was outstanding. You could see how much the Eastern Shore cared about the community. It is also obvious from the turnout from the legislators that they are also on board with what they want to do.

Mayor Small thanked Pat Wilding the Volunteer-Volunteer Coordinator and Dorothy Morrison from the Beautification Committee for their work on arranging murals to be painted on the side of some buildings. They have six (6) projects where they have commitments, as well as artists to paint them. They also have a theme for the murals. He invited everybody to come out to Daphne High School on Friday evening for the 9/11 ceremony, and to stay for the ball game.

Councilman Palumbo stated that on September 19th there is going to be a joint fund raiser for the American Cancer Society and the Baldwin Animal Rescue. They are teaming up to for an event to be held at Loxley Municipal Park. They will have a dog walk where people can enter their dogs for \$10. It is from 9:00 a.m. – 1:00 p.m.

SEPTEMBER 8, 2009
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

10. ADJOURN

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

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 8:00 P.M.

Respectfully submitted by,

David L. Cohen,
City Clerk, MMC

Certification by Presiding Officer:

August A. Palumbo,
Council President Pro Tem
Date & Time Signed: _____

SEPTEMBER 14, 2009
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 8:20 p.m.; Greg Burnam; Ron Scott; Derek Boulware; August Palumbo.

Also present: Mayor Small; David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Bill Eady, Public Works Director; David McKelroy, Recreation Director; Captain Scott Taylor, Police Department; Vickie Hinman, Interim Human Resource Director; Kim Briley, Finance Director; Suzanne Henson, Senior Accountant; Cornell Smith, Revenue Officer; Tonja Young, Library Director; Sherree Hilburn, Payroll and Benefits Coordinator; Jane Robbins, Mayors Assistant; James White, Fire Chief; Adrienne Jones, Planning Director; Nancy Anderson, GIS Technician; John Williams, Civic Center; Andy Rae, Firefighter; Kim, Sparks, Revenue; Al Guarisco, Village Point Foundation; Selena Vaughn, Beautification Committee; Ruth Martin, Village Point Foundation; Joe Lemoine, Planning Commission.

Absent: Jay Ross, City Attorney.

Council President Pro tem Palumbo called the meeting to order at 6:30 p.m.

1. HR DIRECTOR POSITION

Council President Pro tem Palumbo asked council to submit their top three names of the applicants to the City Clerk by Wednesday, and after the votes have been tallied to call the top three of those to see if they are still interested, and set a date at the council meeting on Monday for interviews.

2. 2010 BUDGET

Mrs. Briley gave a summary of the budget. Originally there was a \$3.6 million deficit, but the mayor and department heads came back and cut the budget some more so now the deficit is \$2 million.

Council discussed with the mayor and Mrs. Briley:

- Savings from once a week garbage pickup
- Savings from eliminating recycling
- Reducing all full time employees 96 hours per year (This would be voluntary for salaried employees)
- Freezing merit raises
- Freezing step increases
- Limit training to only that which is necessary, any training to come before council for approval
- Appropriate consultant services as needed
- Look at uniforms and dry cleaning costs
- Look at encumbered funds. Council requested a list of encumbered funds and asked the mayor to recommended what funds to free up
- Council requested a breakdown of engineering cost the same way that is done for the city attorney
- Discussed using the Reserve Fund

**SEPTEMBER 14, 2009
CITY COUNCIL WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

2

- Look for new revenue streams
 - Impact fees
 - Increase lodging tax and reallocate to the general fund
 - Increase gas tax
 - Annexation
 - Increase Utilities franchise fee
 - Exercise Police Jurisdiction

The consensus of the council was that they do not want to furlough or lay off any employees. They want to look more closely at the budget to find the money to cover the deficit.

Council set work session dates for September 23rd and 28th to further consider the budget.

Council requested that an ordinance extending the budget year be on the agenda for Monday.

5. ADJOURN

There being no further business to discuss the meeting adjourned at 8:38 p.m.

Respectfully submitted by,

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

Certification of Presiding Officer:

**John Lake
Council President**

Date & Time Signed: _____

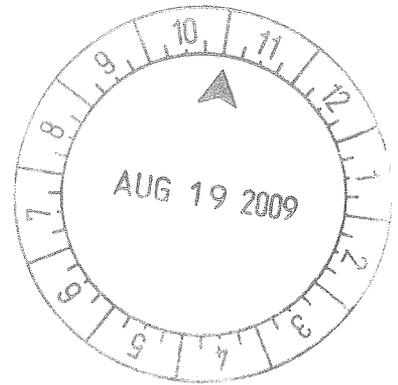
ANACONDA Petroleum Res Corp.
%KARL GUSTAFSON, President
251-895-1579

City Clerk

DAVID L. COHEN

P.O. Box 400

Daphne, AL 36526



RE: Rezoning of TRIONE Property
Daphne, AL.

Dear Mr. Cohen;

ON behalf of the TRIONE family I would like to request the withdrawal of rezoning AND being taken into the old Daphne AREA.

Because of my inexperience AND poor advise from Ms. Jones it is now clear that zoning must be done first AND getting into old Daphne ZND. Also we feel that A B-1 zoning must be requested, Ms. Jones had lead me to believe zoning request could be changed at any time. This should be in the minutes of the Planning Comm when everything was changed.

Any way I request that my funds be extended for the new request to change zoning to B-1 AND then taken into old town Daphne. Call me if you have any questions

Sincerely, *Carl Gustafson* for TRIONE family

To: Office of the City Clerk
From: Adrienne Jones,
Director of Community Development
Subject: Trione Heir Property,
Zoning Amendment
Date: July 27, 2009

MEMORANDUM

PRESENT ZONING: R-2, Medium Density Single Family Residential

PROPOSED ZONING: B-2, General Business

LOCATION: Southwest of the intersection of Main Street and Belrose Avenue

RECOMMENDATION: At the July 23, 2009, regular meeting of the City of Daphne Planning Commission, six members were present and the vote carried unanimously for the unfavorable recommendation of the above-mentioned zoning amendment for the following zoning districts: B-2, General Business, and B-1, Local Business. The owner rejected the recommendation for the Commission to vote on a zoning change to B-3, Professional Business.

REFERENCE: Subdivision: Block 3, Yuille Subdivision, Belrose Wharf, Lots 31, 32, and a portion of Lot 33

Upon receipt of said documentation, please place on the appropriate agenda for action by the City Council.

Thank you,
ADJ/jd

cc: file

attachment(s)

1. Community Development Staff Report
2. Petition
3. Legal description
4. Map of property
5. Adjacent property owners
6. Preliminary Draft of Site Plan



**COMMUNITY DEVELOPMENT STAFF REPORT:
Proposed Zoning Amendment for 706 Belrose Avenue
Trione Heir Property (0.4 acres +/-)**

Present Zoning: R-2, Medium Density Single Family Residential
Proposed Zoning: B-2, General Business
Agent: Karl Gustafson

The petitioner proposes to rezone the subject 0.4 acre parcel from R-2 to B-2 in order to, as the petition states, “establish a commercial office in the existing residential building.” The neighborhood character is a mix of eateries, offices, and institutional facilities along with a few remaining residences.

The property is situated between Mancini’s restaurant and a residence to the west and City Hall to the south. Rezoning this site to a low intensity commercial zone may be considered compatible with the existing development.

Is B-2 An Appropriate Zoning District?

All uses allowed in a B-1 district are allowed in a B-2 district. However, the more intense commercial uses, some of which are allowed in a C/I zone, are not allowed in B-1. Examples include repair shops (automotive, motorcycle, boat), fabricating shops, contractors yards, building supplies, auto sales, supply stores (barber and beauty, building, dental), and laundry mats.

Although the other properties in the immediate area are zoned B-2, B-1 zoning would be consistent with the uses in the area. Many of the existing businesses in the area were established long before the Olde Town Daphne District was established and perhaps, before zoning was established. *Once property is zoned, the property can be used for any use allowed by the Table of Permitted Uses without restriction [to the use specified at the time of the zoning application].*

Is the Property of Sufficient Size to be Used for the Intended Purpose?

In Article 13, District Requirements, Section 13-8, Performance Standards for Nonresidential Districts, specifies the following:

- (a) Lots shall be of sufficient size to be used for the purpose intended, provide adequate parking and loading facilities in addition to space required for conduct of other operation of the business, and otherwise comply with the provisions provided herein.

-Continued-

- (e) Uses in all business districts must comply with all applicable health and safety standards, including sanitary facilities, paved and landscaped parking areas, and other requirements of this Ordinance, as well as, State and Federal regulations.

It is questionable that this application meets the requirement provided in Item (a) above. Half of each proposed parking space is located in the right of way, not on the subject property.

If the applicant's petition to amend the Olde Towne Daphne District is approved, then the property would be subject to Article 13-4 Special Provisions which specifies the following:

- (b) Size of properties reserved or laid out for business, or commercial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

Again, it is questionable that this application meets the requirement provided in Item (b) above. Half of each proposed parking space is located in the right of way, not on the subject property.

This issue will arise in the site plan application process if the zoning is approved. Since these provisions have been articulated in the Ordinance, it would be appropriate to determine whether the size of the property is a major factor on the future use of the property and in considering rezoning the property.

Annexation petitions, like zoning amendments and preliminary plat requests are approved by an affirmative vote of six (6) members

SUMMARY OF DEPARTMENTAL REVIEWS/RECOMMENDATIONS

 Community Development – If the Planning Commission were inclined to approve a commercial zoning at this location, B-1 Local Business would be more appropriate than B-2 General Business.

THE CITY OF DAPHNE
PLANNING DEPARTMENT
APPLICATION FOR ZONING AMENDMENT

Application Number: z09-03 Date Plat Submitted: June 23, 2009

Date Presented: July 23, 2009

Name of Owner: Trione Heir Property, LLC c/o Frank Trione

Address: 10210 Plantation Drive, Daphne, AL 36526 Telephone # 251.232.5511
(Street or P.O. Box) (City) (State) (Zip Code)

Name of Authorized Agent, if other than owner: Karl Gustafson

Address: Post Office Box 3191, Daphne, Al. 36526 Telephone # 251-895-1579
(Street or P.O. Box) (City) (State) (Zip Code)

Subdivision: Blk. 3, Yuilles Subdivision, Belrose Wharf

Lot(s): Lots 31, 32, and 33 Unit _____

X Two (2) copies of legal description of the subject property.

X Two (2) copies of subdivision plat or site plan drawn to scale, (28" x 36").

X List of the names and mailing addresses for the adjacent property owners (Date Submitted: July 23, 2009).

Meeting Dates:

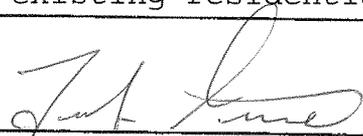
Planning Commission: July 23, 2009

City Council: ~~July 6th and 20th~~ September 7, 2009

Reason(s) for requesting the Zoning Amendment:

Would like to establish a commercial office in the

existing residential building.



SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

(Application for a Zoning Amendment information shall be that of the owner of the subject property).

APPLICATION FOR ZONING AMENDMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)
CITY OF DAPHNE)

This is to certify that I (we) the undersigned am the owner(s) of said property and do hereby request the City of Daphne to grant a Zoning Amendment for said property for the reasons outlined herein:

1) Description of property for which amendment is requested:

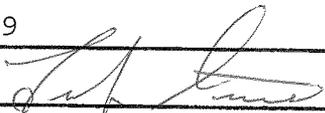
- a) Address 706 Belrose Avenue
Daphne, Alabama 36526
- b) Name of Subdivision Blk. 3, Yuilles Subdivision, Belrose Wharf
- c) Lot numbers involved in change Lots 31-33
- d) Total acreage of change _____
- e) Recorded in Map Book Misc Bk One Page 169
- f) Owned in whole by the undersigned? Yes
- g) If owned in part, name(s) of co-owner(s) :

2) Zoning change requested:

- a) Present classification of property R-2, Residential Medium Density
- b) Reclassification desired B-2
- c) Character of neighborhood Retail, Commercial and Residential

3) Certifications:

- a) Owner's Name Trione Heir Property, LLC
- b) Address 10210 Plantation Drive, Daphne, AL 36526
- c) Telephone Number 251.232.5511
- d) Date July 23, 2009



Signature of Property Owner

Signature of Property Owner

AGREEMENT

...ALLOWING THE CITY OF DAPHNE TO POST PUBLIC NOTICE SIGNS ON THE PROPERTY FOR WHICH AN APPLICATION FOR A ZONING AMENDMENT HAS BEEN SUBMITTED TO THE CITY COUNCIL.

I hereby agree to allow the City of Daphne to post on my property, for which an application for a zoning amendment has been submitted to the City Council, a sign or sign(s) notifying the general public of said request. I understand the City of Daphne shall erect and maintain said sign(s) for the prescribed period of time and remove the same.

6/22/09
Date


Signature of Property Owner

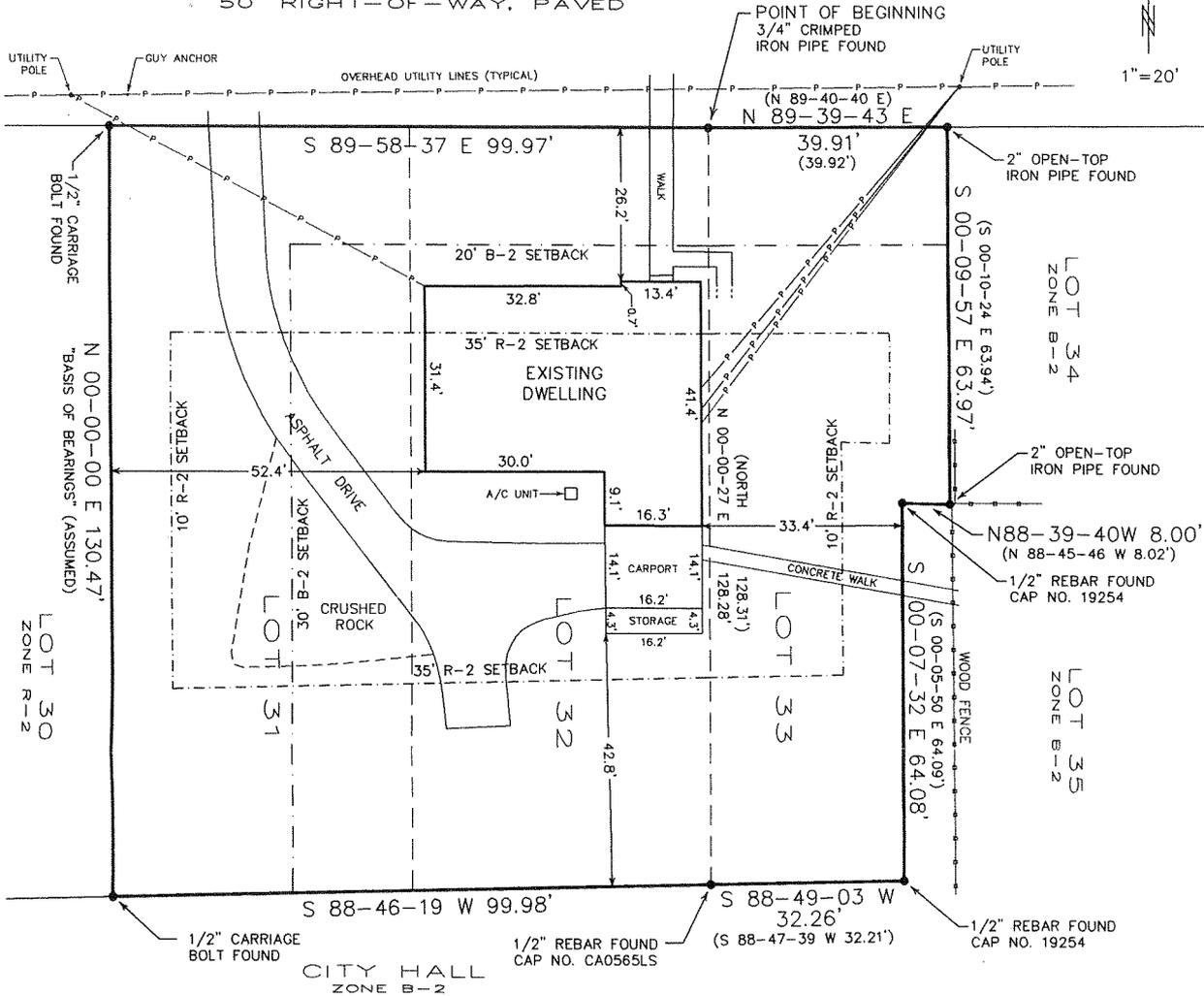
TRIONE HEIR PROPERTY, LLC
ZONING AMENDMENT
EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 31 AND 32, BLOCK 3, OF "YUILLE SUBDIVISION, BELROSE WHARF", ACCORDING TO THE PLAT THEREOF RECORDED IN MISCELLANEOUS BOOK 1, PAGE 169, BALDWIN COUNTY PROBATE RECORDS; TOGETHER WITH THAT PORTION OF LOT 33 OF SAID "YUILLE SUBDIVISION, BELROSE WHARF" DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKER PURPORTED TO MARK THE NORTHWEST CORNER OF SAID LOT 33; RUN THENCE NORTH 89-39-43 EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF BELROSE AVENUE (50 FOOT WIDE RIGHT-OF-WAY), 39.91 FEET TO A 2-INCH PIPE MARKER; RUN THENCE SOUTH 00-09-57 EAST, 63.97 FEET TO A 2-INCH PIPE MARKER; RUN THENCE NORTH 88-39-40 WEST, 8.00 FEET TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 00-07-32 EAST, 64.08 FEET TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 88-49-03 WEST, 32.26 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 00-00-27 EAST, 128.28 FEET TO THE POINT OF BEGINNING, CONTAINING 17,553.55 S.F. OR 0.403 ACRES MORE OR LESS.

BELROSE AVENUE

50' RIGHT-OF-WAY, PAVED



1" = 20'

SURVEYOR'S NOTES:

BOUNDARY DATA SHOWN HEREON IS CALCULATED FROM TRAVERSE DATA.

DATA SHOWN IN PARENTHESES IS RECORD DATA DIFFERING FROM THE ACTUAL FINDINGS OF THIS SURVEY.

BOUNDARY MARKERS SHOWN HEREON HAVE BEEN GUARDED WITH STAKES PAINTED WHITE. ALL OTHER MARKS STAKED OR FLAGGED ARE ACCESSORY OR CONTROL POINTS.

F.E.M.A. FLOOD ZONE INFORMATION IS AVAILABLE UPON REQUEST.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN THOSE CALLED BY RECORD DOCUMENTS CITED HEREON OR VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

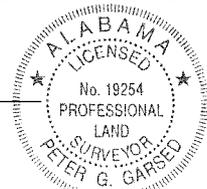
SURVEYOR'S CERTIFICATE:

STATE OF ALABAMA
COUNTY OF BALDWIN

I, PETER G. GARSED, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT PLAT OF MY SURVEY OF LOTS 31 AND 32, BLOCK 3, OF "YUILLE SUBDIVISION, BELROSE WHARF", ACCORDING TO THE PLAT THEREOF RECORDED IN MISCELLANEOUS BOOK 1, PAGE 169, BALDWIN COUNTY PROBATE RECORDS; TOGETHER WITH THAT PORTION OF LOT 33 OF SAID "YUILLE SUBDIVISION, BELROSE WHARF" DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKER PURPORTED TO MARK THE NORTHWEST CORNER OF SAID LOT 33; RUN THENCE NORTH 89-39-43 EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF BELROSE AVENUE (50 FOOT WIDE RIGHT-OF-WAY), 39.91 FEET TO A 2-INCH PIPE MARKER; RUN THENCE SOUTH 00-09-57 EAST, 63.97 FEET TO A 2-INCH PIPE MARKER; RUN THENCE NORTH 88-39-40 WEST, 8.00 FEET TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 00-07-32 EAST, 64.08 FEET TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 88-49-03 WEST, 32.26 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 00-00-27 EAST, 128.28 FEET TO THE POINT OF BEGINNING.

I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Peter G. Garsed 6/4/09
PETER G. GARSED, P.L.S.
LICENSE NO. 19254



TRIONE HEIR PROPERTY ZONING AMENDMENT EXHIBIT "B"

GARSED LAND SURVEY 20741-B HIGHWAY NO. 181 P.O. BOX 1263 FAIRHOPE, AL 36533 (251) 928-6667	PLAT OF BOUNDARY & AS-BUILT SURVEY AT THE REQUEST OF ²⁶ KARL GUSTAFSON LOTS 31, 32 & PT. OF LOT 33, YUILLE SUBD. BELROSE WHARF BALDWIN COUNTY, ALABAMA	SURVEY DATE: JUNE 1, 2009	PLAT DATE: JUNE 3, 2009
		SCALE: 1" = 20'	DRAWN BY: B.A.G.
		REVISIONS: NONE	DRAWING NO.: G09 - 146

Trione Heir Property, LLC

Adjacent Property Owners

Parcel ID No. 05-43-04-41-0-005-001.002

Parcel ID No. 05-43-04-41-0-005-029.002

Lot 34

Manci Enterprises, LLC

711 Captain O'Neal Drive

Daphne, AL 36526

Parcel ID No. 05-43-04-41-0-005-029.004

Parcel ID No. 05-43-04-41-0-005-030.001

Parcel ID No. 05-43-04-41-0-005-030.002

Lot 35

Kristopher T. and Melissa Conlon

1709 Main Street

Daphne, AL 36526

Parcel ID No. 05-43-04-41-0-005-028.000

Parcel ID No. 05-43-04-41-0-005-029.000

Lots 29 and 30

Leonard D. and Angele G. Trione

c/o Carolyn Burmeister

P.O. Box 878

Daphne, AL 36526

Parcel ID No. 05-43-04-41-0-005-001.000

Lot 1

MZM, Inc.

2610-B Dauphin Street, Suite 103

Mobile, AL 36606

Parcel ID No. 05-43-04-41-0-005-001.004

Lot 2

Belrose Partners, LLP.

P.O. Box 2790

Daphne, AL 36526

Parcel ID No. 05-43-04-41-0-005-001.003

Lot 3

Belrose Partners, LLP.

P.O. Box 2790

Daphne, AL 36526

Parcel ID No. 05-43-04-41-0-005-029.005

Lot 34

William A. Mancini

1715 Main Street

Daphne, AL 36526

Parcel ID No. 05-43-04-41-0-005-002.000

Juanita H. McMillian

P.O. Box 34

Daphne, AL 36526

Parcel ID No. 05-43-04-41-0-005-030.000

City of Daphne

P.O. Box 2550

Daphne, AL 36526

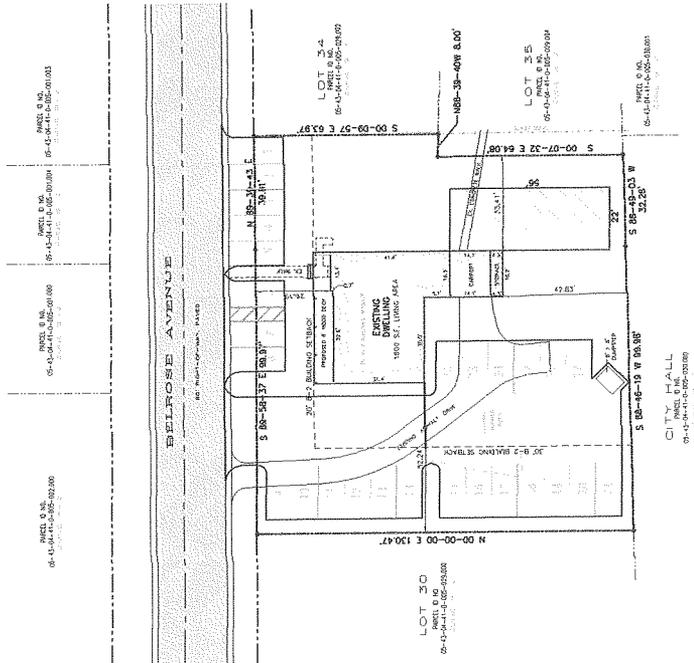
Parcel ID No. 05-43-04-41-0-005-001.003

Lot 3

Dr. Grant K. Smith, D.C. Chiropractic Center

715 Belrose Avenue

Daphne, AL 36526



SITE DATA

TOTAL LOT SIZE = 17,656 S.F. OR 0.402 ACRES
 TOTAL BUILDING = 1,233 S.F.
 ADDITIONAL BUILDING = 3,140 S.F.

PROPERTY DESCRIPTION

PARCEL ID NOS. 05-43-04-41-0-005-028.003 AND 05-43-04-05-005-028.001
 LOTS 30 AND 32, BLOCK 3, OF "HILLE SUBDIVISION, BELROSE WHARF," ACCORDING
 TO THE PLAT THEREOF, RECORDED IN THE PUBLIC RECORDS OF BALDWIN COUNTY
 PROBATE RECORDS, TOGETHER WITH THAT PORTION OF LOT 33 OF SAID
 "HILLE SUBDIVISION, BELROSE WHARF" DESCRIBED AS FOLLOWS: BEGINNING AT A
 POINT ON THE NORTH 19-39-43 EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF
 BELROSE AVENUE, 100 FEET; THENCE SOUTH 89-17 EAST, 133 FEET TO A
 MARKER; RUN THENCE NORTH 88-39-40 WEST, 8.00 FEET TO A CAPPED REBAR
 MARKER; RUN THENCE SOUTH 88-43-03 WEST, 32.25 FEET TO A CAPPED REBAR
 MARKER; RUN THENCE NORTH 00-00-00 WEST, 130.47 FEET TO A CAPPED REBAR
 MARKER; AND THENCE NORTHEAST 17.656 S.F. OR 0.402 ACRES MORE OR LESS,
 BEGINNING AT THE POINT OF BEGINNING AND ENDING AT THE POINT OF BEGINNING.

SKETCH PLAN ONE
 706 BELROSE AVENUE, DAPHNE, ALABAMA
 LOTS 31, 32 AND A PORTION LOT 33,
 BLOCK 3, YUILLE SUBDIVISION, BELROSE WHARF,
 BALDWIN COUNTY, ALABAMA

Revised 7/16/09

TRIONE HEIR PROPERTY ZONING AMENDMENT REVISED SITE PLAN

JULY 16, 2009

ORDINANCE NO. 2009 –

**Ordinance to Rezone Property Located Southwest of the Intersection of Main Street
and Belrose Avenue
Trione Heir Property**

WHEREAS, the owners of certain real property within the City of Daphne, Alabama, have requested that said property be rezoned from R-2, Medium Density Single Family Residential District to B-2, General Business District to said property is located southwest of the intersection of Main Street and Belrose Avenue, being more particularly described as follows:

LEGAL DESCRIPTION

LOTS 31 AND 32, BLOCK 3, OF "YUILLE SUBDIVISION, BELROSE WHARF", ACCORDING TO THE PLAT THEREOF RECORDED IN MISCELLANEOUS BOOK 1, PAGE 169, BALDWIN COUNTY PROBATE RECORDS; TOGETHER WITH THAT PORTION OF LOT 33 OF SAID "YUILLE SUBDIVISION, BELROSE WHARF" DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKER PURPORTED TO MARK THE NORTHWEST CORNER OF SAID LOT 33; RUN THENCE NORTH 89-39-43 EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF BELROSE AVENUE (50 FOOT WIDE RIGHT-OF-WAY), 39.91 FEET TO A 2-INCH PIPE MARKER; RUN THENCE SOUTH 00-09-57 EAST, 63.97 FEET TO A 2-INCH PIPE MARKER; RUN THENCE NORTH 88-39-40 WEST, 8.00 FEET TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 00-07-32 EAST, 64.08 FEET TO A CAPPED REBAR MARKER; RUN THENCE SOUTH 88-49-03 WEST, 32.26 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 00-00-27 EAST, 128.28 FEET TO THE POINT OF BEGINNING, CONTAING 17,553.55 S.F. OR 0.403 ACRES MORE OR LESS.

WHEREAS, the Planning Commission of the City of Daphne on July 23, 2009 has considered said request and set forth a unanimous unfavorable recommendation to the City Council of the City of Daphne that said property be rezoned; and,

WHEREAS, after proper publication, a public hearing was held by the City Council on Monday, September 21, 2009 concerning the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that said property described above is hereby rezoned from R-2, Medium Density Single Family Residential District to B-2, General Business District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ day of _____, 2009.

John Lake, Council President

Date & Time Signed: _____

Fred Small, Mayor

Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

PROCLAMATION

“DAPHNE WRITES DAY”

WHEREAS, people in the 21st century are writing more than ever before for personal, professional, and civic purposes; and

WHEREAS, the social nature of writing invites people in every walk of life, in every kind of work, and every age to generate and share ideas with other people through the written word; and

WHEREAS, more and more people in all occupations consider writing to be essential and influential in their work; and

WHEREAS, newly developing digital technologies expand the possibilities for composing in multiple media at a faster pace than ever before; and

WHEREAS, young people using forms of digital media are leading the way in new forms of composing; and

WHEREAS, effective communication contributes to building a strong community and a global economy; and

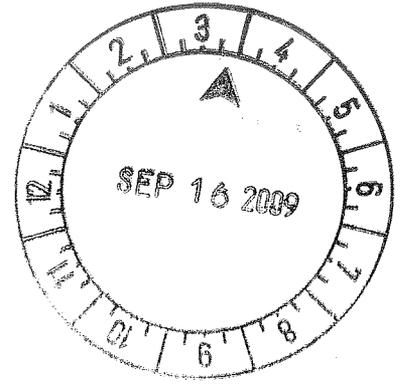
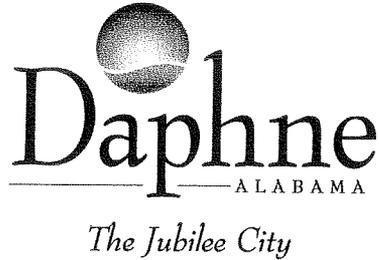
WHEREAS, SEEDS, in conjunction with local principals and teachers, is launching a year-long campaign to encourage Daphne students to value writing as a lifetime skill and source of enjoyment and to engage Daphne citizens as a community of writers to support student achievement in this area.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, do hereby proclaim Tuesday, October 13, 2009, as **“Daphne Writes Day”** in the City of Daphne, and supports the goals of this campaign by encouraging Daphne residents to take part in the community-building writing activities SEEDS will host throughout the 2009-2010 school year including a campaign kick-off to be featured at the second annual SEEDS Summit on October 13, 2009, beginning at 6:30 p.m. at Daphne High School’s Trojan Hall. The Mayor and City Council are committed to underscoring the importance of writing in their interaction with students over the coming months, and in the spirit of cooperation, encourage our citizens, businesses and organizations to participate in this important academic campaign.

Fred Small,
Mayor

ATTEST:

David L. Cohen,
City Clerk, MMC



INTERNAL MEMORANDUM

TO: David Cohen, City Clerk

FROM: Mayor Fred Small

DATE: September 16, 2009

SUBJECT: Veto of Ordinance 2009-43

As Mayor I veto Ordinance 2009-43 based on the following reasons:

* The Utility General Manager was notified by me that the council had removed the money from the 08/09 budget marked for fire hydrant maintenance.

* The City Council did approve the 08/09 budget not funding fire hydrant with the intent that the fire hydrants belong to the Daphne Utilities and the maintenance and the testing and data collection for the Daphne Fire Department be the sole responsibility of Daphne Utilities.

* This action that the city began paying for hydrant maintenance was an act to help fund the utilities operating budget at times when utilities was having a tough time paying its bills.

Now I ask that all council members to support what is right for the citizens of Daphne.

ORDINANCE 2009-43

FY 2009 Fire Hydrant Maintenance Appropriation

WHEREAS, Ordinance 2008-57 approved and adopted the Fiscal Year 2009 Budget on December 15, 2008; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2009 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2009 budget; and

WHEREAS, certain annual maintenance is required on fire hydrants located throughout the City; and

WHEREAS, the Utilities Board of the City of Daphne has provided such maintenance services.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2009 Budget is hereby amended to include a General Fund appropriation in the amount of \$60,750 for Fiscal 2009 Fire Hydrant maintenance as provided by the Utilities Board of the City of Daphne.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this 8th day of September, 2009.

August A. Palumbo,
Council President Pro Tem
Date & Time Signed:_____

Fred Small,
Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen,
City Clerk, MMC

**CITY COUNCIL MEETING
STANDING COMMITTEE RECOMMENDATIONS:**

FINANCE COMMITTEE REPORT

BUILDINGS & PROPERTY COMMITTEE REPORT

PLANNING/ZONING/CODE ENFORCEMENT COMMITTEE REPORT

PUBLIC SAFETY/ORDINANCE COMMITTEE REPORT

PUBLIC WORKS/BEAUTIFICATION/MUSEUM COMMITTEE REPORT

CITY OF DAPHNE
FINANCE COMMITTEE WORK SESSION MINUTES
September 10, 2009
4:00 P.M.

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:08 pm. Present were Chairman Derek Boulware, Councilman Bailey Yelding, Councilman Ron Scott, Finance Director Kim Briley, Senior Accountant Suz anne Henson and Accountant Donna Page.

Also in attendance were Mayor Fred Small, Public Works Director Bill Eady, Community Development Director Adrienne Jones, Interim Human Resources Director Vickie Hinman, Revenue Officer Cornell Smith, Police Captain Scott Taylor, Library Director Tonja Young, Interim Civic Center Director Deni Briggs, and Building Official Richard Merchant. City Clerk David Cohen arrived at 4:48 p.m.

II. CURRENT BUSINESS

The committee members reviewed the proposed budget for 2010 and discussed options to balance it. It was noted that the departments have already cut operating expenses as much as they can without having to reduce services. Ms. Briley stated that as the budget is currently prepared appropriations are over estimated revenues by \$2,012,631.

Ms. Briley estimates the fund balance reserve at September 30, 2009 will be between \$9.6 and \$9.7 million. Mr. Scott discussed that it is sound financial management to have three to four months operating expenses in reserves; and estimating \$2 million expenses per month, the City should maintain an \$8 million reserve balance. This allows \$1.6 million available for use. It was discussed that no more than half of this amount should be used for FY 2010, leaving half available for 2011 if needed.

Other discussions were made on Recycling operations and the Go Green Presentation at the previous Council Meeting. Further discussions were made on how the Go Green process would change the Recycling operations as well as changes the County is making to centralize recycling. The changes would allow the City to pickup all garbage and recycling together and deliver to the County for them to separate and process. The Mayor noted that in the interim the City would see some savings if the City discontinued recycling glass.

Some considerations discussed for balancing the budget were:

- Using no fund balance, reducing employees, and employee furloughs of one day a month
- A blend of using some reserves, reducing employees, and employee furloughs of one day a month
- A blend of using some reserves and employee furloughs of one day a month

It was decided that the Mayor should present three options for balancing the budget to the Council Monday night at the Council Work Session.

The Committee members also discussed the need for a new revenue stream for the City. Some considerations were:

- Impact Fees
- Utility Board Franchise Fee
- Annexation
- Extra Territorial - (exercise the City's Police Jurisdictions)
- Recreation sur-charge for participates who do not live in the city limits
- Lodging tax increase and/or release funds for general fund use

III. ADJOURN

The meeting was adjourned at 5:15 p.m.

**CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
September 14, 2009
4:00 P.M.**

I. CALL TO ORDER/ROLL CALL

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

Also in attendance were Mayor Fred Small, Public Works Director Bill Eady, Interim Human Resources Director Vickie Hinman, Revenue Officer Cornell Smith, Police Captain Danny Bell, Police Captain Scott Taylor, Recreation Director David McKelroy, and Community Development Director Adrienne Jones.

Mayor Fred Small arrived at 5:15 p.m.

II. PUBLIC PARTICIPATION

A. Mr. Starke Irvine & Mr. Tom Lott - Ruff Wilson Youth Club Financial Update

Mr. Lott reported on the Ruff Wilson Youth Club. He noted they had 65 children this summer and now have 110 paid families for after-school care. Their current budget is just above \$110,000 and they have been working on making across the board cuts. Current public donations total \$21,000, with a pledge of \$30,000 requiring matching funds. Mr. Irvine stated they were not there to ask for additional monies but asked the City to continue their contribution at its current level. Ms. Briley reported that FY 2006 and 2007 contributions were \$12,000 each; FY 2008 was \$20,000. Mr. Lott reported their biggest problem currently is transportation and they are looking to purchase a used school bus. Mr. Yelding stated he would contact the Community Action Agency about the Youth Club purchasing one of their unused buses.

B. Mr. Ed Nelson - Recreation Board

Mr. Nelson distributed a Daphne Recreation Board proposal to the Committee members. He requested a separate fund for athletic activities. Ms. Briley stated that a special revenue fund could be established for recreation. Mr. Scott stated this was an issue for staff.

Additionally, Mr. Nelson stated that the Recreation Board requests that the City Council allocate lodging tax revenue to complete the project at Trione Park. Mr. Nelson reported that lighting, restrooms and concession stands are needed to complete Trione Park.

Ms. Briley noted that existing lodging tax would have to be used as it was allocated at the time it was collected.

The Recreation Board requests that the City Council designate 50% of future lodging tax revenue (excluding current debt service) annually to create a capital project fund for the benefit of recreation.

Mr. Scott discussed a split of lodging tax revenue between recreation and bay front.

C. Ms. B J McAlwayne – Stratford Glen Subdivision

Ms. McAlwayne presented plans from Stratford Glen Subdivision for a project connecting the subdivision's sidewalk to the current sidewalk on Whispering Pines Road at Trione Park. The Homeowners association proposes providing the materials for the work if the City will contribute the labor. Mr. Eady noted that he is aware of this project and that the City could do the work. Mr. Eady asked that the homeowners association get with him to schedule the work.

III. HUMAN RESOURCES BUSINESS

Ms. Vickie Hinman presented a Human Resources department activity update in the Committee packet. Ms. Hinman reported on the status of the Communications Officer position and reviewed completed and current training and projects.

IV. ISSUES REQUIRING ACTION BY CITY COUNCIL

A. Appropriation Requests

1. Highway 98 & CR 64 Intersection Improvements Task No. 7 – Survey & Conceptual Phase - \$33,500

The proposal from Volkert & Associates to provide engineering services for the improvements to Hwy 98 & CR 64 Intersection was discussed. This Task provides a fee for the survey and conceptual design for this intersection, and provides a general scope. It was noted that ALDOT will be asked to help with the construction funding and may reimburse one-half of the engineering costs. Ms. Briley stated that Gas Tax Funds can be used for this purpose.

Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$33,500 to Volkert & Associates, Inc. for the Hwy 98 & CR 64 Intersection Improvements Task No. 7 - Survey and Conceptual Phase to be funded from Gas Tax Funds. Seconded by Mr. Yelding. All in favor.

2. Reclassification of Job Grade – Benefits/Payroll Coordinator - \$3,554

Before Ms. Cureton left, she discovered that two job positions were inadvertently left out of the review of jobs by The Archer Company in November. These positions were submitted and reviewed by Archer with the following results:

0130 Payroll & Benefits Coordinator: Increase the pay grade to grade 18.
7023 Equipment Maintenance Supervisor: No change is warranted at this time.

Motion by Mr. Scott to recommend Council adopt an ordinance accepting the Archer Report reclassifying job code 0130 Payroll & Benefits Coordinator from grade 16 to grade 18 and appropriating \$3,554 for the annual salary increase. Seconded by Mr. Yelding. All in favor.

B. Appropriation Request – Lodging Tax Fund

1. Bay Front Park Benches – Swings - \$4,900

A quote from J.A. Dawson & Co. Inc. for park benches and swings in the amount of \$4,899.61 was submitted. It was noted that this will complete the exterior portion of the Bay Front Park renovation.

Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$4,900 from the Lodging Tax Fund to purchase park benches and swings for Bay Front Park. Seconded by Mr. Yelding. All in favor.

C. Community Contributions

1. FY 2010:

- Chamber of Commerce - \$6,000
- Chamber of Commerce Blueprint for Tomorrow - \$35,000

Motion by Mr. Scott to send the FY 2010 Chamber of Commerce requests for \$6,000 and \$35,000 for Blueprint for Tomorrow to Council for review with no recommendation. Seconded by Mr. Yelding. All in favor.

2. FY 2009: Review Summary of Contributions

- CARE House, Inc - \$1,500

The seven remaining FY 2009 Community Contributions appropriated by the Council were discussed; including \$1,500 for the CARE House, Inc. Ms. Briley noted that these contributions were appropriated; however a resolution was not passed authorizing the Mayor to enter into the contracts.

Motion by Mr. Scott to recommend Council pass a resolution authorizing the Mayor to enter into contracts for the remaining Community Contributions for FY 2009 as follows:

- Bay Rivers Art Guild - \$12,000***
- CARE House - \$1,500***
- Lighthouse - \$1,500***
- Mobile Bay NEP - \$3,000***
- Santa America - \$2,000***
- Battleship Memorial Park - \$1,000***

Seconded by Mr. Yelding. All in favor.

D. Bids

1. 2009-EE-GARBAGE CARTS

Ms. Henson noted that this bid was done through BidBridge (the online reverse auction process), and that the bids came in \$61,000 lower than was originally budgeted. Staff recommended the low bid from Ameri-Kart Corp be accepted.

Motion by Mr. Scott to recommend Council adopt a resolution awarding bid 2009-EE-GARBAGE CARTS as bid to Ameri-Kart Corp. Seconded by Mr. Yelding. All in favor.

2. 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS

Nine bids packages were received. HMR and staff recommended the low bid from James Brothers Excavating in the amount of \$83,646.50 be accepted. (Engineering cost estimated at \$5,500 and that monies were coming from City Hall retainage funds was discussed at the July 13, 2009 Finance meeting).

Motion by Mr. Yelding to recommend Council adopt a resolution awarding bid 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS to James Brothers Excavating in the amount \$83,646.50. Seconded by Mr. Scott. All in favor.

3. 2009-HH-POLICE VEHICLE – FOUR DOOR SEDAN

Two bids were received. Captain Danny Bell discussed that the State Contract amount is \$22,100 and the low bid from Bayview Ford was \$22,404.78. Captain Bell discussed that an earlier quote of \$22,100 matching the Finance Minutes - 09-14.doc

State Bid was received from Bayview before the bid was let and Captain Bell was researching if the vehicle could be purchased locally at less than the State Bid contract costs. Captain Bell noted that he had requested monies be appropriated and monies were approved by Council based upon the \$22,100 the lowest cost. Captain Bell noted that if Bayview is awarded then there are not sufficient monies budgeted for this purchase. Captain Bell also noted that additional cars are being requested for Fiscal Year 2010 and that there would be an additional cost of approximately \$1,200 if the bid is awarded to Bayview. Captain Danny Bell recommended the vehicle be purchased at the lowest cost, from the State Contract. It was noted that to purchase from the state contract, travel is required to Bay Minette to pickup the car. The Committee members discussed purchasing the vehicle from the low bidder, Bayview Ford, since their bid was less than 3% above the State Contract and they are a City of Daphne business.

Motion by Mr. Boulware to recommend Council adopt a resolution awarding bid 2009-HH-POLICE VEHICLE – FOUR DOOR SEDAN to Bayview Ford in the amount of \$22,404.78. Seconded by Mr. Scott. All in favor.

E. Other Resolutions

1. Authorizing Mayor to Execute Public Works Lease Contract: Bancorpsouth

The contract with Bancorpsouth to lease the garbage and knuckleboom trucks was discussed. The Committee reviewed the non-appropriation clause: paragraph 5 (c) which states "In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for Payments due under this Contract, then the Buyer shall immediately notify Seller or its assignee of such occurrence and this Contract shall create no further obligation of Buyer as to such fiscal year and shall be null and void...."

Motion by Mr. Scott to recommend Council adopt a resolution authorizing the Mayor to execute the Public Works Lease Contract with Bancorpsouth. Seconded by Mr. Yelding. All in favor.

2. Declare City Property Surplus
Information was presented declaring a 2000 Ford Crown Vic surplus property.

Motion by Mr. Yelding to recommend Council adopt a resolution declaring Police vehicle #200, a 2000 Ford Crown Victoria, surplus and authorizing the Mayor to dispose of such property. Seconded by Mr. Scott. All in favor.

F. Other Business

1. Civic Center Signage – Encumbered Monies - \$44,755
A list of General Fund encumbered funds for various projects was submitted which includes the Civic Center Signage.

Motion by Mr. Scott to notify Council that \$44,755 remains encumbered from FY 2005 for Civic Center Electronic Signage. Seconded by Mr. Yelding. All in favor.

2. Dispatch Services Contract – Spanish Fort

Police Captain Scott Taylor presented an annual contract to provide dispatch services to the City of Spanish Fort from December 1, 2009 through November 30, 2010 for a charge of \$77,508. After this contract Spanish Fort will provide its own dispatch services.

Motion by Mr. Yelding to authorize the Mayor to enter into a contract with the City of Spanish Fort for dispatch services from December 1, 2009 through November 30, 2010 at a charge of \$77,508. Seconded by Mr. Scott. All in favor.

3. Set Interest Rate for 2009 Assessments

Ms. Briley stated the assessments have been finalized and now the council needs to set the interest rate. She presented an average rate of 4.15% for 2006 Construction Fund warrants.

Motion by Mr. Scott to recommend Council set the interest rate for the 2009 Assessments at 4.15%. Seconded by Mr. Yelding. All in favor.

4. Authorize Mayor to Execute Change Order: James Brothers NRCS Projects - \$16,798.60

The five NRCS job repairs for Storms Gustav and Fay were contracted at \$84,956 but additional materials and labor were required increasing the total to \$101,754.60.

Motion by Mr. Scott to recommend Council authorize the Mayor to execute a change order for James Brothers NRCS projects in the amount of \$16,798.60. Seconded by Mr. Yelding. All in favor.

V. Current Business

BZA Attorney General Opinion

Ms. Adrienne Jones discussed the issue of the Timber Creek Homeowners Association granting set-backs outside of the City's ordinance. It was noted that the Board of Zoning Adjustments has allowed Timber Creek to withdraw its request and seek an Attorney General's opinion.

VI. FINANCIAL REPORTS

A. Treasurer's Report: August 31, 2009

The Treasurer's Report totaling \$19,048,287.63 was presented. Ms. Briley noted that total cash is down approximately \$200,000; mostly in the General Fund.

Motion by Mr. Yelding to accept the Treasurer's Report as of August 31, 2009, in the amount of \$19,048,287.63. Seconded by Mr. Scott. All in favor.

B. Sales and Use Taxes: July 31, 2009

Sales and Use Tax Collected for July 2009	- \$ 808,114
Sales and Use Tax Budgeted for July 2009	- \$ <u>908,576</u>
Under Budget (for July)	- \$ (100,462)

YTD Budget Collections Variance - Under Budget - \$ (1,033,753)

C. Lodging Tax Collections, July 31, 2009

The Lodging Tax Collections report shows \$60,619.78 collected for July 2009.

D. Summary Report: Revenues, Expenditures & Changes in Fund Balance – July 31, 2009

A Summary General Fund Statement of Revenues, Expenditures & Changes in Fund Balance as of July 31, 2009, was presented. The statement shows that expenditures are currently over revenues by (\$1,293,528).

E. Schedule of Recreation Programs

A schedule of recreation programs revenues and expenses from FY 2005 through FY 2008 was presented. This shows an increase each year in the City's contribution to these programs.

F. Taste of the Eastern Shore Report

A recap of the 2009 Taste of the Eastern Shore was presented showing 1156 tickets sold and revenues over expenses of \$18,807.38.

G. Report: New Business Licenses – August 2009

A report showing new businesses licensed in the City for the month of August was presented.

H. Bills Paid Reports – August 2009

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

VII. ADJOURN

The meeting was adjourned at 5:35 p.m.

Vickie C. Hinman
Interim
Human Resources Director



Sherree Hilburn
Payroll and Benefits
Coordinator

The Jubilee City

September 11, 2009

HUMAN RESOURCES DEPARTMENT ACTIVITY UPDATE

Jobs Announced	Apps Received	Status
Communications Officer	66	Written test – August 17 and Oral Board Interview – August 31. In process of drug test/polygraph

Training:

Leadership Academy

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

September 2 – Presentation: David Nelson with Dale Carnegie Training. Maintain Positive Outlook on Changes and Personal Goal Setting.

September 2 – New Employee Orientation – Employees hired second and third quarter.

Safety Meetings:

8:15 a.m.-9:30 a.m. Jan.-Dec. 2009

Last Wednesday of every month

August 26, 2009 Safety Committee meeting – Additional discussion next meeting: City Employee Exposure Plan for contact with hazardous material and guideline for safety violation incidents. Report from those who attended the Safety Conference in August.

Note: Next Safety meeting on September 30, 2009

Submit for Approval: Reclassification of Payroll/Benefits Coordinator (Grade 16 to Grade 18)

Projects:

Distributed Guidelines/Posters with Preventive Measures for Influenza to Directors and Departments

2009/2010 Human Resources Budget

Distributing Service Awards to Employees

Quarterly Random Drug Testing

Processing Employee Reviews

Distributing New Child Labor Posters for Departments

Human Resources Department
P.O. Box 400 Daphne, Alabama 36526
Phone: (251) 621-3075⁴³ Fax: (251) 621-4506



Approved For Finance Comm. Agenda

8/17/09

per Mayor not ready for Finance Comm.

[Handwritten Signature]
Signature

Date



8/13/09

per Mr. Eddy survey + conceptual need to be funded - 33,500

www.volkert.com

316 South McKenzie Street
Foley, AL 36535
251.968.7551
Fax 251.968.2318
foley@volkert.com

July 29, 2009

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

Re: Hwy 98 and CR 64 Intersection Improvements Task No. 7

Dear Mayor Small:

Attached please find two (2) copies of Task 7 to provide engineering services for the improvements to Hwy 98 and C.R. 64 in Daphne. This Task provides a scope and fee for the survey and conceptual design for this intersection, and provides a general scope with no fee for the final construction plans. The purpose of the conceptual phase is to determine the concept layout and also provide a more detailed construction cost estimate for this project. We can then provide a more exact scope and fee for the construction plans phase. However, assuming a construction budget of \$500,000 our final design phase would be between \$40,000 to \$50,000 and inspection will be budgeted as hourly and is estimated, based on a four month construction time, at \$33,000.00.* Geotechnical services will also be needed and can be budgeted at \$5,000.00. *

Please review, and if you concur, please sign both copies and return 1 back to our office for further processing.

If you have any questions please advise.

Sincerely,

VOLKERT & ASSOCIATES, INC.

[Handwritten Signature: Steve R. Commander]

Steve R. Commander, P.E.
Vice President

SRC/cw

TASK AGREEMENT NO. 7
THE CITY OF DAPHNE, ALABAMA

CONSTRUCTION PLANS FOR
INTERSECTION IMPROVEMENTS TO
US HWY 98 AND COUNTY ROAD 64

This Task is to be performed in accordance with the provisions of the agreement between The City of Daphne, Alabama (OWNER) and Volkert and Associates, Inc. (ENGINEER) dated _____, 2009

SCOPE OF WORK

Generally, the work in this Task Agreement includes developing a conceptual plan and cost estimate for adding turn lanes and associated transitions and tapers at the intersection of Hwy 98 and County Road 64 in Daphne, Alabama. The work includes:

- Add a right turn lane from the westbound direction of C.R. 64
- Add a right turn lane from the eastbound directions of CR 64
- Improve the existing left turn lanes on Hwy 98, by shifting them so they are aligned with each other. This will allow left turn movements on the green/yield phase as well as the protected left turn phase.
- Improve right turn lanes on US 98 by adding more length as constraints allow and improve radii.
- Generally improve conditions by closing driveways, adding right in and right out entrances to businesses near the intersection

Surveying Services

Topographic Survey---Survey Controlled Aerial Mapping will be utilized and supplemented with traditional field survey

- Establish ground control for the aerial mapper
- Perform a cross section topographic survey along CR 64 and Hwy 98 as needed in the obscured areas.
- Develop a one foot contour and topographic map approximately 700 feet in each direction from the center of the intersection.
- Locate the R/W line along Hwy 98 and CR 64 in critical areas

✓ **Lump Sum Fee Survey: \$19,000.00**

Engineering:

Conceptual Phase:

This phase will be used to develop a master plan for the intersection improvements that will be used to better determine a construction cost estimate and be used to better assess all issues associated with the improvements. The end product will be a conceptual layout developed on aerial mapping and survey mapping and a cost estimate for the improvements. More specifically work includes:

- Coordinate with ALDOT as they develop recommendations for the intersection based on traffic studies.
- Develop the layout for turn lanes, tapers, widening and transitions from all four approaches to the intersection.
- Determine and assess the need for closing off adjacent business driveways or turning the driveways in to a right in and right out only.
- Develop a conceptual plan for handling drainage and utilities.
- Meet with the city and property owners as needed to finalize the layout.
- Develop a construction cost estimate based on the layout.
- Submit the layout to the City and ALDOT for approval to precede to final construction plans.

✓ **Lump Sum Fee Conceptual Plans: \$14,500.00**

Note: The exact scope and fee for preliminary and final design will be determined after the conceptual phase. A general description is outlined below.

Preliminary Engineering (60% Plans)

- Develop 60% construction plans for the project, including plan and profile sheets, paving layout sheets, construction signs sheets, typical sections, erosion control plans, cross sections, signalization plans, and general notes sheet.
- Develop a construction cost based on the plans and submit to the City.
- Coordinate with local utility owners during plan development

Fee Yet To be Determined

Final Engineering (100% Plans)

- Finalize the preliminary plans for construction
- Perform a utility coordination meeting as needed.
- Develop construction documents and specifications for the project
- Coordinate with the City in bidding the plans
- Tabulate the bids and submit recommendations to the City for approval of a construction contract.

Fee Yet to be Determined

Geotechnical: This work will be performed as needed by a geotechnical firm.

Fee Yet to be Determined

Construction Observation:

The Engineer hereby agrees to provide professional services during the construction of individual projects designed under Task I as follows:

1. Review shop and manufacturer's drawings and other submissions of the Consultant for compliance with the design concepts and specification requirements.
2. Review laboratory, mill and shop test to assist in monitoring the quality of construction.
3. Consult and advise during construction.
4. Provide services of resident project representative (RPR) for on site inspection and engineering during construction. The duties, responsibilities and limitations of authority of the RPR will be as outlined in Exhibit "A" attached hereto.
5. Review monthly and final estimates for payment to Contractors.
6. Make final inspection of the construction upon completion.
7. Revise construction drawings to show project as built and deliver same within a reasonable time.

Fee Yet to Be Determined

SCHEDULE - Work will be scheduled upon receipt of authorization and will continue until complete.

FEE - Fees will be billed monthly on an hourly basis, in accordance with rates shown on the attached Fee Schedule.

It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been made in the State of Alabama where the principal office of Volkert & Associates, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of

Mobile, Alabama shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.



Submitted by: Steve R. Commander
Volkert & Associates, Inc.

7/29/09
Date

Approved by: _____
The City of Daphne, Alabama

Date

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>	<u>OVERTIME BILLING RATE</u>
Principal	\$195.00	\$195.00
Manager Professional	\$190.00	\$190.00
Project Manager Professional	\$145.00	\$145.00
Staff - Level 2 Professional	\$125.00	\$125.00
Staff - Level 1 Professional	\$ 90.00	\$90.00
Senior Designer	\$125.00	\$160.00
Designer	\$ 80.00	\$100.00
Technician	\$ 80.00	\$100.00
Drafter - Level 2	\$ 65.00	\$85.00
Drafter - Level 1	\$ 55.00	\$70.00
Surveyor Manager	\$115.00	\$115.00
Surveyor Senior	\$ 90.00	\$115.00
Surveyor - Party Chief	\$ 80.00	\$105.00
Survey Staff	\$ 55.00	\$70.00
Construction Manager	\$145.00	\$145.00
Construction - Project Manager	\$105.00	\$105.00
Construction Inspector - Level 2	\$ 75.00	\$95.00
Construction Inspector - Level 1	\$ 65.00	\$85.00
Project Administrator	\$105.00	\$125.00
Administrative Assistant	\$110.00	\$125.00
Clerical - Level 1	\$ 50.00	\$60.00
Survey Crew (2 Man)	\$135.00	\$175.00
Survey Crew (3 Man)	\$230.00	\$230.00
Survey Crew (4 Man)	\$325.00	\$325.00
Personal Computer	\$15.00	
GPS Survey System (24)	\$35.00	
BPS Map System (23)	\$5.00	

OTHER

Mileage	Included in Hourly Billing Rate
Blueline Prints	Included in Hourly Billing Rate
Sepias	Included in Hourly Billing Rate
Xerox Copies (8 1/2 x 11)	Included in Hourly Billing Rate
Extraordinary Out of Pocket Expenses (Specific to Assignment).....	Cost Plus 5%

This rate schedule will be effective through March 1, 2010 at which time a revised Hourly Billing Rate schedule will be mutually agreed to by Owner and Consultant.



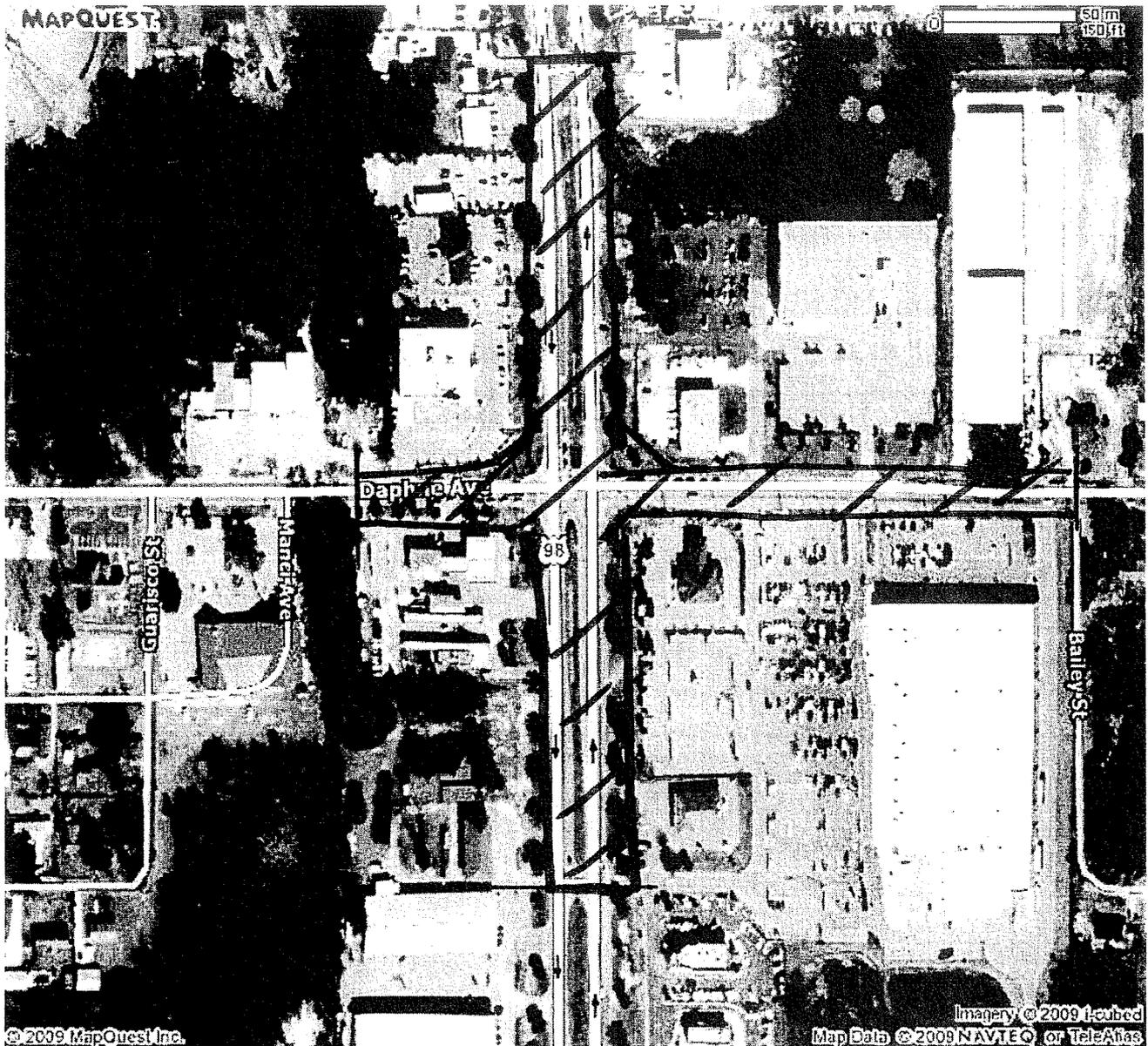
ENVIRONMENTAL GROUP
 FEE SCHEDULE
 EFFECTIVE MARCH 1, 2009

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>	<u>OVERTIME HOURLY BILLING RATE</u>
Principal	\$195.00	\$195.00
Manager	\$190.00	\$190.00
Supervisor	\$180.00	\$180.00
Project Manager	\$145.00	\$145.00
Staff Level 2 Professional	\$90.00	\$90.00
Staff Level 1 Professional	\$75.00	\$75.00
Senior Designer	\$110.00	\$140.00
Technician	\$80.00	\$105.00
Drafter Level 2	\$65.00	\$85.00
Drafter Level 1	\$55.00	\$70.00
Clerical	\$70.00	\$90.00
Personal Computer	\$15.00	
GPS Survey System (24)	\$35.00	
GPS Map System (23)	\$5.00	

OTHER

MileageIncluded in Hourly Billing Rate
 In House Printing.....Included in Hourly Billing Rate
 Out of Pocket Expenses (Not Identified Above & Specific to Assignment).....Cost

This rate schedule will be effective through March 1, 2010, at which time a revised Hourly Billing Rate Schedule will be mutually agreed to by Owner and Consultant.



Approx. Project Limits

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Corporate Headquarters:
Charlotte, NC • Rock Hill, SC
454 South Anderson Road, BTC 556
Rock Hill, South Carolina 29730
(803) 366-2400 • Fax (803) 366-1082

Atlanta, Georgia:
115 Lanella Parkway
Conyers, Georgia 30013
(770) 860-8614 • Fax (770) 860-0192

Columbus, Ohio:
4552 Ravine Drive
Westerville, Ohio 43081
(614) 891-7034 • Fax (614) 891-6854

Chicago, Illinois:
1033 Skokie Blvd. Suite 350
Northbrook, IL 60062-4133
(847) 513-5516 • Fax (847) 564-9136

Affiliates in:
Oakland, California

August 24, 2008

Vickie C. Hinman, Interim Director
Daphne Human Resources
PO Box 400
Daphne, Alabama 36526

Re: Maintenance Review of 0130 & 7023

Dear Vickie:

Per your request, the Archer Company has reviewed the information submitted for two classifications, 0130 Payroll & Benefits Coordinator and 7023 Equipment Maintenance Supervisor. We utilized the Archer Job Evaluation System in order to objectively evaluate the classifications and place them in a recommended pay grade; this is in keeping with the methodology used to make recommendations for all of the positions in the City's pay plan. Our recommendations are as follows:

- **0130 Payroll & Benefits Coordinator: Increase the pay grade for this classification to grade 18:** While the duties and responsibilities are largely the same, this position has assumed a higher level of independence and accountability in the work performed. The scope of work has expanded to help cover more of the responsibilities in the department. The classification does not currently require a Bachelor's degree, but it is evaluated at a level that could include this requirement or a preference for a degree at a future date. In the meantime, the incumbent's experience and training is sufficient for the work requirements. *We have revised the class specification for 0130.*
- **7023 Equipment Maintenance Supervisor: No change is warranted at this time.** The duties and responsibilities have not changed since this classification was last reviewed and the work remains within the scope of essential functions for this class. The pay grade was reviewed for consistency with comparable positions in the pay plan and found to be in line with the other supervisors in the department.

Thank you for your continued interest in working with the Archer Company to maintain the county's pay plan. If you have any questions or require further assistance, please do not hesitate to call me.

Sincerely,

Chip King
Regional Director

Enclosures
/ck



[Print] [Close]

From: "Mayor Small " <mayorsmall@bellsouth.net>
To: "vaughn" <vaughn@mchsi.com>
Cc: "David McKelroy" <recdir@bellsouth.net>, "Jane Robbins " <mayorassist@bellsouth.net>
Subject: RE: Bayfront Seating
Date: Thursday, August 27, 2009 8:46:08 AM

Thanks for your help and I will follow thru with the completion of this project.

Fred Small
Mayor City of Daphne
P.O. Drawer 400
Daphne, Al. 36526
Office-251-621-9000
Fax-251-621-8624
mayorsmall@bellsouth.net
daphneal.com

From: vaughn [mailto:vaughn@mchsi.com]
Sent: Wednesday, August 26, 2009 7:47 PM
To: mayorsmall@bellsouth.net
Subject: Bayfront Seating

Good morning, Mayor Small.

I met with David McElroy yesterday about many projects, one being the benches and swings for Bayfront Park. He and I, sometime ago, walked the park talking about where the seating should be. He has the equipment picked out and is getting competitive pricing. He will get that equipment list and pricing to you this week or next.

This will be the icing on the cake down there.

Thank you so much for all you have done on this project. Daphne should be very proud of this park.

Selena Vaughn
251/605-6243
vaughn@mchsi.com



J. A. Dawson & Co., Inc.
 P.O. Box 1178
 Pelham, AL 35124
 Toll Free: 1-800-221-8869
 Fax Number: 205-663-5012

QUOTE #:
 48010

Benches and Swings

City of Daphne
 Attn: David McKelroy
 P.O. Box 400
 Daphne, AL 36523
 Phone: 251-621-3703
 recdir@bellsouth.net

Date: 08/27/2009
 Ship To Zip: 36526

Quantity	Part #	Description	Unit Price	Amount
3	28028	Game Time - Sway Bench	\$1,104.00	\$3,312.00
3	28009	Game Time - 6' P/S Bench W/Back Inground	\$445.00	\$1,335.00

Contract: USC

SubTotal: \$4,647.00
 Discount: (\$232.35)
 Freight: \$484.96
Total Amount: \$4,899.61

Acceptance of quotation:

Accepted By (printed): _____
 Signature: _____
 Title: _____
 Facsimilie: _____

P.O. No: _____
 Date: _____
 Phone: _____
 Purchase Amount: **\$4,899.61**

Order Information:

Bill To: _____
 Contact: _____
 Address: _____
 Address: _____
 City, State, Zip: _____

Ship To: _____
 Contact: _____
 Tel: _____
 Address: _____
 City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Date: 08/27/2009

TERMS AND CONDITIONS OF SALE

Required for Complete Order: Purchase Order or signed quote, credit approval, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable.

Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month.

Delivery Schedule: Upon written notification of order (with or without installation services) delivery will be made in appx. 45-60 days. Customer has 10 days after ordering to make request to delay ship date if site will not be ready. All efforts will be made to accommodate requests, but no change is guaranteed. Freight carrier is instructed to call 24 hours in advance to arrange delivery.

Unloading: Unless unloading service is contracted, unloading of delivery truck is responsibility of customer. Forklift may be required. If unloading, customer is responsible for accepting and noting any damages or shortages on the freight bill and inspecting/inventorying equipment upon receipt. Customer must notify our office immediately of any discrepancies. Freight carrier is instructed to call your designated contact 24 hours in advance to arrange delivery. If job site is not prepared and ready for installation when equipment delivers, any pre-existing unloading agreement is voided and customer is responsible for truck unloading and equipment storage.

Additionally Insured: Any entity or person named as additionally insured, add \$150.00 per each occurrence.

TERMS AND CONDITIONS IF CONTRACTING INSTALLATION SERVICES

Utilities: Customer is responsible for the location and marking of all underground utilities and sprinklers prior to installation. J.A. Dawson & Co., Inc. is not responsible for damages or repairs to any form of underground utility or sprinklers.

Equipment Layout: To be as illustrated & accepted on submitted drawings. Any requested changes may result in additional charges.

Site Conditions: Installation quotations are based on a prepared level surface (slope not to exceed 1/2" over 25'), and open truck access to the area. We require a 10' wide path into the site and unloaded equipment to be within 100'. Please notify estimator of site concerns to ensure proper quotation. If installation crew arrives and installation cannot be performed due to unprepared surface or inadequate access, an additional \$1,500.00 will be charged for return trip. Pier spoils from installation shall be spread at site. Site will be left rough grade. Upcharge of \$65.00 per hour per man plus necessary equipment rental will be added for installation in rock, concrete or existing asphalt. Removal of existing equipment, trees, etc. by others unless specifically contracted.

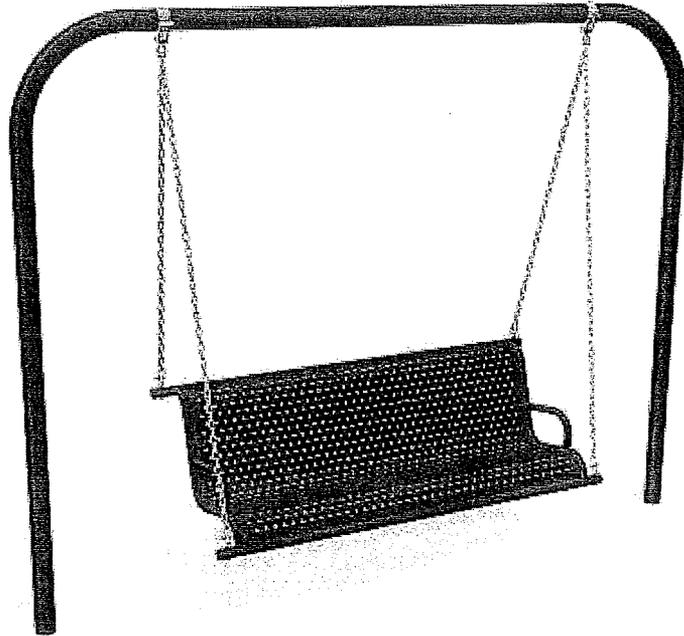
Machinery Use: Installation requires the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing. J.A. Dawson & Co., Inc. is not responsible for damage to grass or other site features due to normal, necessary equipment use. Please notify estimator to discuss concerns prior to accepting quotation in case revisions are needed.

Waste Disposal: Dumpster or approved dumping area must be provided for packaging and other waste during installation. J.A. Dawson & Co., Inc. is not responsible for removing waste from the property unless specifically contracted.

Security: J.A. Dawson & Co., Inc. is pleased to supply & install your equipment in a timely, professional manner. Upon completion, the equipment is secured with tape to discourage play and allow concrete to dry for 72 hours. Premature play will cause equipment to become loose in the concrete footings. Customer is responsible for prohibiting access to equipment during this critical drying time. J.A. Dawson & Co., Inc. is not responsible for equipment that becomes loose in the concrete due to premature access or events beyond our control. If purchasing rubber safety surfacing, the 72 hour waiting period also applies. Premature access will leave imprints in rubber surfacing. Customer is responsible for security.

J.A. DAWSON & CO., INC. DATE

CUSTOMER DATE



Patrick D. Rice
 Sales Administrator
 J.A. Dawson & Co., Inc.
 205-663-5058

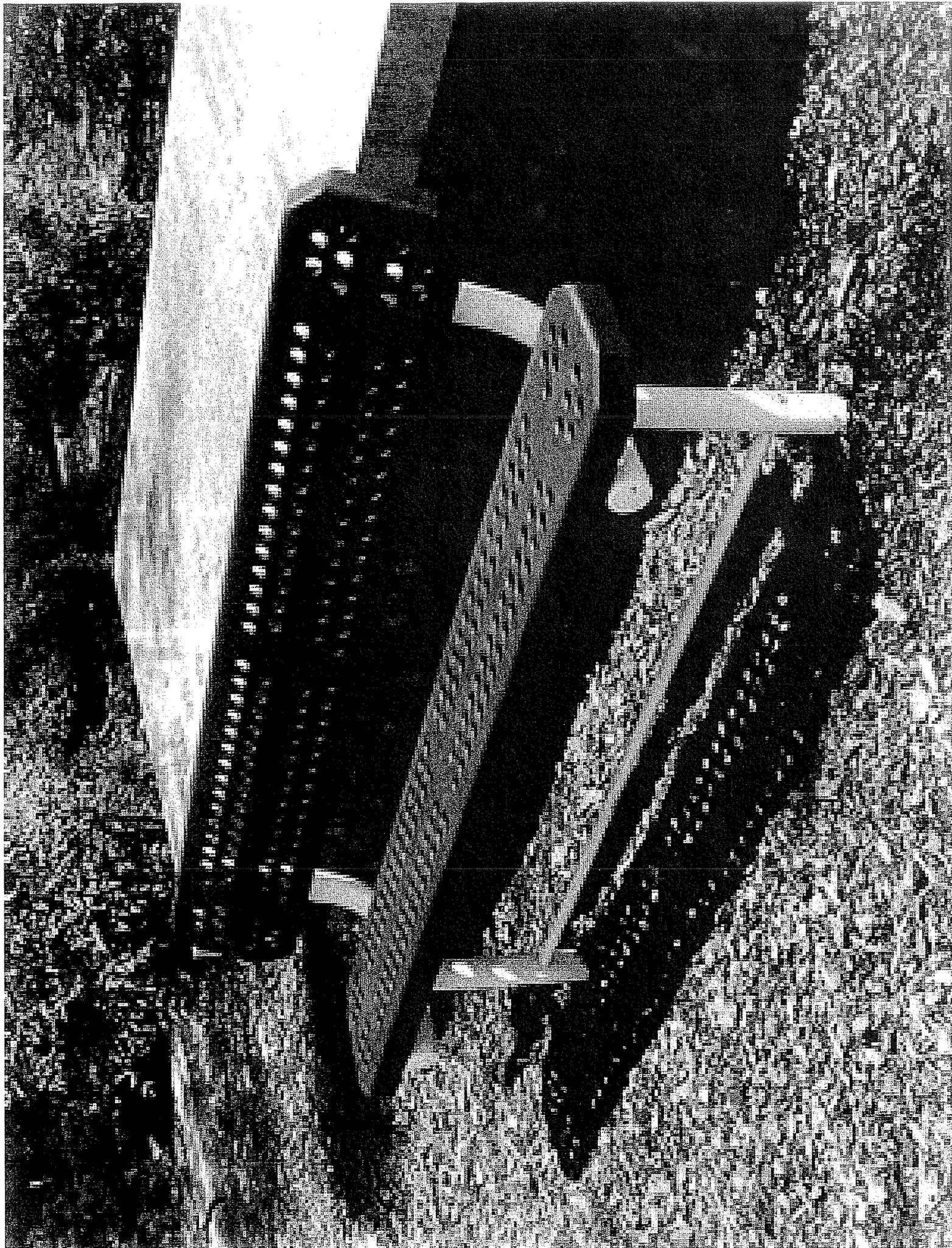
➤ Change your options to hide images within all messages.

Reply	Reply All	Forward			Move to folder:
Delete	Close		Report Spam	Print	INBOX  GO

Message: 1 of 1 < [Previous](#) | [Next](#)

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Fiscal 2009: Community Contributions

	<u>Budget</u>	<u>Expenditures</u>	<u>Variance</u>	<u>Contract Budget Adjustment</u>	<u>Due To</u>
<u>Community Agencies</u>					
BC Economic Dev All	10,000	10,000	-	-	-
Bay Rivers Art Guild	12,000	-	12,000	-	12,000
Boys & Girls Club	85,466	78,300	7,166	(7,166)	-
Carehouse	1,500	-	1,500	-	1,500
Lighthouse	1,500	-	1,500	-	1,500
Family Promise	500	500	-	-	-
ES Chamber of Commerce	6,000	6,000	-	-	-
Blue Print for Tomorrow	35,000	35,000	-	-	-
Ecumenical Ministries	10,000	-	10,000	-	10,000
Mobile Bay NEP	3,000	-	3,000	-	3,000
SARPC	15,000	12,943	2,057	(2,057)	-
Santa America	2,000	-	2,000	-	2,000
Battleship Memorial Park	1,000	-	1,000	-	1,000
Honor Flight	7,500	7,500	-	-	-
American Red Cross: Disaster Spec	3,000	3,000	-	-	-
Undesignated	25,002	-	25,002	-	25,002
	<u>218,468</u>	<u>153,243</u>	<u>65,225</u>	<u>(9,223)</u>	<u>56,002</u>
<u>Community Events</u>					
Jubilee Easter Egg Hunt	2,300	2,300	-	-	-
July 4th Celebration	15,000	12,050	2,950	(2,950)	-
Dogwood Trail Maids	1,500	1,500	-	-	-
Undesignated	6,500	-	6,500	-	6,500
	<u>25,300</u>	<u>15,850</u>	<u>9,450</u>	<u>(2,950)</u>	<u>6,500</u>
<u>Schools</u>					
Daphne High School	1,498	1,498	-	-	-
TOTALS	245,266	170,591	74,675	(12,173)	62,502

Fred Small
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

William H. Eady, Sr.
Director of Public Works



Bailey Yelding, Jr.
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Greg W. Burnam
District 4

Ronald Scott
District 5

Derrick Boulware
District 6

August Palumbo
District 7

To: Suzanne Henson
Finance Committee Members

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

Date: September 3, 2009

Re: 2009-EE-Garbage Carts

Bids were received by three (3) companies with Ameri-Kart Corporation being the low bidder at \$43.50 per cart.

I recommend to this Committee that we award the City of Daphne BID 2009-EE-Garbage Carts to Ameri-Kart Corporation.

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

WHE:swc

CITY OF DAPHNE

BID OPENING MINUTES BID DOCUMENT NO: 2009-EE-GARBAGE CARTS AUGUST 26, 2009 2:00 P.M. CITY HALL

Those present were as follows:

Ms. Suzanne Henson Sr. Accountant
Mr. Buck Conoway SW Supervisor

16 bid invitations were sent out , 8 sealed bids were received with 2 being No Bids, 3 Qualified, and 3 Bids were submitted.

BidBridge, LLC : Buyer Event Manager :Final Bid Submission Report

Page 1 of 2



Final Bid Submission Report

2009-EE-Garbage Carts

Started: 8/26/2009 2:00 PM
Ended: 8/26/2009 2:34 PM

Garbage Carts - Initial Purchase

96 Gallon Garbage Cart Per Specifications - Cost per Each

Rank	Company	Value	Date/Time
1	Ameri-Kart Corp	\$43.50	8/26/2009 2:28:56 PM
2	Toter Incorporated	\$44.45	8/26/2009 2:31:34 PM
3	LazerScape, LLC	\$57.49	8/26/2009 2:07:33 PM

Overall Cost for Estimated Purchase of 4,000 96 Gallon Garbage Carts

Rank	Company	Value	Date/Time
1	Ameri-Kart Corp	\$174,000.00	8/26/2009 2:28:56 PM
2	Toter Incorporated	\$177,800.00	8/26/2009 2:31:34 PM
3	LazerScape, LLC	\$229,960.00	8/26/2009 2:07:33 PM

64 Gallon Garbage Cart Per Specifications - Cost per Each

Rank	Company	Value	Date/Time
1	Ameri-Kart Corp	\$37.50	8/26/2009 2:28:56 PM
2	Toter Incorporated	\$38.45	8/26/2009 2:31:34 PM
3	LazerScape, LLC	\$50.35	8/26/2009 2:07:33 PM

Overall Cost for Estimated Purchase of 100 64 Gallon Garbage Carts

Rank	Company	Value	Date/Time
1	Ameri-Kart Corp	\$3,750.00 60	8/26/2009 2:28:56 PM
2	Toter Incorporated	\$3,845.00	8/26/2009 2:31:34 PM
3	LazerScape, LLC	\$5,035.00	8/26/2009 2:07:33 PM

Garbage Carts - Additional Purchases

96 Gallon Garbage Cart Per Specifications - Cost per Each (based on full truck load of combined 64/96 gallon carts)

Rank	Company	Value	Date/Time
1	Ameri-Kart Corp	\$43.50	8/26/2009 2:28:56 PM
2	Toter Incorporated	\$44.95	8/26/2009 2:31:34 PM
3	LazerScape, LLC	\$65.23	8/26/2009 2:07:33 PM

Number of 96 Gallon Carts Required to Constitute a Truck Load

Rank	Company	Value	Date/Time
n/a	LazerScape, LLC	250	8/26/2009 2:07:33 PM
n/a	Ameri-Kart Corp	500	8/26/2009 2:28:56 PM
n/a	Toter Incorporated	588	8/26/2009 2:31:34 PM

64 Gallon Garbage Cart Per Specifications - Cost per Each (based on full truck load of combined 64/96 gallon carts)

Rank	Company	Value	Date/Time
1	Ameri-Kart Corp	\$37.50	8/26/2009 2:28:56 PM
2	Toter Incorporated	\$38.95	8/26/2009 2:31:34 PM
3	LazerScape, LLC	\$57.75	8/26/2009 2:07:33 PM

Number of 64 Gallon Carts Required to Constitute a Truck Load

Rank	Company	Value	Date/Time
n/a	LazerScape, LLC	250	8/26/2009 2:07:33 PM
n/a	Ameri-Kart Corp	600	8/26/2009 2:28:56 PM
n/a	Toter Incorporated	840	8/26/2009 2:31:34 PM



Suzanne Henson, Sr. Accountant

Fred Small
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

William H. Eady, Sr.
Director of Public Works



Bailey Yelding, Jr.
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Greg W. Burnam
District 4

Ronald Scott
District 5

Derek Boulware
District 6

August Palumbo
District 7

To: Suzanne Henson
Senior Accountant

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

Date: September 2, 2009

Re: City Hall Parking Lot Improvements
Bid Document 2009-FF-City

I have reviewed the bid tabulation for the above noted project and recommend that the project be awarded to James Brothers Excavating for the lowest bid of \$83,646.50

Please contact me should you have any questions.

WHE:swc

cc: Mayor Small



HUTCHINSON, MOORE & RAUCH, LLC

Post Office Box 1127
Daphne, Alabama 36526

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

August 19, 2009

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

RE: Bid Document No.: 2009-FF-City Hall Parking Lot Improvements

Dear Mayor Small:

Enclosed is the Tabulation of Bids received August 17, 2009 for the subject project.

We recommend that you award the Contract to James Brothers Excavating at their submitted lowest bid of \$83,646.50.

Also enclosed are the original bid packages received.

Sincerely,

HUTCHINSON, MOORE & RAUCH, LLC

A handwritten signature in cursive script that reads 'Stephen J. Delahunty'.

Stephen J. Delahunty, P.E.
Project Manager

\blg

Enclosure
D2500/2236/09.245

CITY OF DAPHNE
BID DOC. NO.: 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS
AUGUST 17, 2009
11:30 A.M.
CITY HALL

PRESENT WERE:
MS. SUZANNE HENSON **SENIOR ACCOUNTANT**
MR. JAY ROBERTSON **HMR**
MR. TIM LAWLEY **HMR**

9 INVITATIONS WERE MAILED/FAXED, 16 SETS OF SPECIFICATIONS WERE PICKED-UP, 9 SEALED BIDS WERE RECEIVED.

THE PRESENTED BIDS WERE OPENED BY MR. JAY ROBERTSON AND THE BIDS WERE READ ALOUD AS FOLLOWS:

<u>VENDER</u>	<u>BID BOND</u>	<u>ADDENDUM</u>	<u>AMOUNT</u>
AMMONS & BLACKMON	X	5,967.00	91,633.50
JAMES BROS. EXCAVATING.	X	6,750.00	83,646.50
LADAS CONST. LLC.	X	6,490.00	112,344.00
HE NEWELL, INC.	X	7,050 .00	113,347.00
ASPHALT SERVICES, INC.	X	6,240.00	86,956.50
SOUTHERN LAND DEVELOPMENT	X	7,440.00	87,917.00
AMERICAN ASPHALT	CERT. CK	6,311.90	94,106.95
MARTIN CONST., INC.	X	5,160.00	92,284.75
APEX CONSTRUCTION	X	14,749.68	137,319.06



 SUZANNE HENSON, SR. ACCOUNTANT

CITY OF DAPHNE
 BID DOCUMENT NO.: 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS
 AUGUST 17, 2009

HMR
 Hutcheson, Moore & Rauch, LLC
 Engineers • Surveyors • Land Planners

ITEM#	DESCRIPTION	UNIT	QTY	JAMES BROTHERS BIDDER #1			ASPHALT SERVICES BIDDER #2			SOUTHERN LAND DEVELOPMENT BIDDER #3				
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT			
1	REMOVAL OF MISCELLANEOUS ITEMS (SIGNS, FENCING, BUMPERS, ETC.) (206-F)	LS	1		1,500.00				1,200.00			800.00		
2	REMOVING ASPHALT (206-C)	SY	3,000	\$ 2.25	6,750.00			2.75	8,250.00		2.50	7,500.00		
3	REMOVING CONCRETE PAVEMENT (206-C)	SY	133	\$ 7.00	931.00			3.00	399.00		3.50	465.50		
4	REMOVING CONCRETE CURB (206-D)	LF	80	\$ 3.00	240.00			4.00	320.00		3.00	240.00		
5	BORROW EXCAVATION, SELECT FILL (BASE MATERIAL) (210-D)	CY (TBM)	800	\$ 7.50	6,000.00			7.50	6,000.00		8.00	6,400.00		
6	ROADBED PROCESSING (FINE GRADE) (230-A)	SY	4,165	\$ 1.20	4,998.00			0.50	2,082.50		1.10	4,581.50		
7	UNCLASSIFIED EXCAVATION (210-A)	CY	800	\$ 3.25	2,600.00			3.50	2,800.00		5.00	4,000.00		
8	TACK COAT (405-A)	GAL	15	\$ 5.00	75.00			4.00	60.00		10.00	150.00		
9	MILLING (APPROX 1.5" DEEP) (408-A)	SY	300	\$ 5.00	1,500.00			8.00	2,400.00		6.00	1,800.00		
10	BITUMINOUS CONCRETE WEARING SURFACE (165 LBS/SY) (429-A)	TON	350	\$ 81.75	28,612.50			80.00	28,000.00		88.00	30,800.00		
11	CRUSHED AGGREGATE BASE COURSE (825-B)	TON	190	\$ 38.50	7,315.00			28.00	5,320.00		37.00	7,030.00		
12	CONCRETE CURB, TYPE N (623-B)	LF	200	\$ 10.50	2,100.00			16.00	3,200.00		17.00	3,400.00		
13	MOBILIZATION (600-A)	LS	1		1,500.00				2,125.00			1,800.00		
14	ADJUST GRATE INLETS	EA	3	\$ 500.00	1,500.00			1,200.00	3,600.00		350.00	1,050.00		
15	STRIPING	LS	1		1,500.00				800.00			750.00		
16	GRASSING (ST. AUGUSTINE) (654-A)	SY	1,000	\$ 3.50	3,500.00			6.50	6,500.00		3.90	3,900.00		
17	TOPSOIL (650-A)	CY	90	\$ 10.00	900.00			9.00	810.00		5.00	450.00		
18	PARKING BUMPERS	EA	35	\$ 35.00	1,225.00			50.00	1,750.00		33.00	1,155.00		
19	BOLLARDS (STANDARDS)	EA	2	\$ 250.00	500.00			200.00	400.00		385.00	770.00		
20	LOWER MANHOLE	EA	1	\$ 500.00	500.00			1,400.00	1,400.00		850.00	850.00		
21	RELOCATE WATER SERVICE	EA	1	\$ 150.00	150.00			300.00	300.00		985.00	985.00		
22	LOWER FIRE HYDRANT AND VALVE BOX	EA	1	\$ 1,500.00	1,500.00			1,400.00	1,400.00		650.00	650.00		
23	SILT FENCE, TYPE A	LF	200	\$ 5.00	1,000.00			6.00	1,200.00		3.75	750.00		
24	WATTLES	LF	100	\$ 5.00	500.00			4.00	400.00		2.00	200.00		
				TOTAL AMOUNT BASE BID			\$ 76,896.50			\$ 80,716.50			\$ 80,477.00	

CITY OF DAPHNE
 BID DOCUMENT NO.: 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS
 AUGUST 17, 2009

Hutchinson, Moore & Rauch, LLC
 Engineers • Surveyors • Land Planners

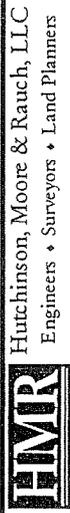


ITEM#	DESCRIPTION	UNIT	QTY	JAMES BROTHERS BIDDER #1		ASPHALT SERVICES BIDDER #2		SOUTHERN LAND DEVELOPMENT BIDDER #3	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A1.	18" RCP (INCLUDE CONNECT TO EXISTING BOX)	LF	130	\$ 35.00	4,550.00	28.00	3,640.00	38.00	4,940.00
A2	GRATE INLET (3' MAX)	EA	1	\$ 2,200.00	2,200.00	2,600.00	2,600.00	2,500.00	2,500.00
TOTAL AMOUNT ADDITIVE ALTERNATE 1				\$	6,750.00	\$	6,240.00	\$	7,440.00
TOTAL AMOUNT BASE BID + ADDITIVE ALTERNATE 1				\$	83,646.50	\$	86,956.50	\$	87,917.00

CITY OF DAPHNE
 BID DOCUMENT NO.: 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS
 AUGUST 17, 2009

ITEM#	DESCRIPTION	UNIT	QTY	AMMONS & BLACKMON BIDDER #4		MARTIN CONSTRUCTION BIDDER #5		AMERICAN ASPHALT BIDDER #6	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ADDITIVE ALTERNATE 1									
A1	18" RCP (INCLUDE CONNECT TO EXISTING BOX)	LF	130	\$ 29.75	3,867.50	32.00	4,160.00	31.63	4,111.90
A2	GRATE INLET (3' MAX)	EA	1	\$ 2,100.00	2,100.00	1,000.00	1,000.00	2,200.00	2,200.00
TOTAL AMOUNT ADDITIVE ALTERNATE 1				\$	5,967.50	\$	5,160.00	\$	6,311.90
TOTAL AMOUNT BASE BID + ADDITIVE ALTERNATE 1				\$	91,633.50	\$	92,284.75	\$	94,106.95

CITY OF DAPHNE
 BID DOCUMENT NO.: 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS
 AUGUST 17, 2009



Hutchinson, Moore & Rauch, LLC
 Engineers ♦ Surveyors ♦ Land Planners

ITEM#	DESCRIPTION	UNIT	QTY	LADAS CONSTRUCTION BIDDER #7			H.E. NEWELL, INC. BIDDER #8			APEX CONSTRUCTION BIDDER #9		
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
1	REMOVAL OF MISCELLANEOUS ITEMS (SIGNS, FENCING, BUMPERS, ETC.) (206-F)	LS	1		5,000.00				3,600.00			5,040.00
2	REMOVING ASPHALT (206-C)	SY	3,000	\$ 0.96	2,880.00			3.50	10,500.00		2.80	8,400.00
3	REMOVING CONCRETE PAVEMENT (206-C)	SY	133	\$ 8.00	1,064.00			9.00	1,197.00		13.44	1,787.52
4	REMOVING CONCRETE CURB (206-D)	LF	80	\$ 18.75	1,500.00			5.00	400.00		8.96	716.80
5	BORROW EXCAVATION, SELECT FILL (BASE MATERIAL) (210-D)	CY (TBM)	800	\$ 12.50	10,000.00			10.50	8,400.00		11.20	8,960.00
6	ROADBED PROCESSING (FINE GRADE) (230-A)	SY	4,165	\$ 3.00	12,495.00			1.00	4,165.00		1.96	8,163.40
7	UNCLASSIFIED EXCAVATION (210-A)	CY	800	\$ 7.50	6,000.00			9.75	7,800.00		6.72	5,376.00
8	TACK COAT (405-A)	GAL	15	\$ 33.33	499.95			6.00	90.00		20.46	306.90
					*\$500.00							
9	MILLING (APPROX 1.5" DEEP) (408-A)	SY	300	\$ 5.50	1,650.00			4.00	1,200.00		8.80	2,640.00
10	BITUMINOUS CONCRETE WEARING SURFACE (165 LBS/SY) (429-A)	TON	350	\$ 114.29	40,001.50			105.00	36,750.00		110.21	38,573.50
					*\$40,000.00							
11	CRUSHED AGGREGATE BASE COURSE (825-B)	TON	190	\$ 31.50	5,985.00			38.00	7,220.00		53.02	10,073.80
12	CONCRETE CURB, TYPE N (623-B)	LF	200	\$ 21.00	4,200.00			23.50	4,700.00		24.24	4,848.00
13	MOBILIZATION (600-A)	LS	1		2,250.00				4,000.00			10,640.00
14	ADJUST GRATE INLETS	EA	3	\$ 700.00	2,100.00			290.00	870.00		809.20	2,427.60
15	STRIPING	LS	1		750.00				2,500.00			1,980.00
16	GRASSING (ST. AUGUSTINE) (654-A)	SY	1,000	\$ 2.25	2,250.00			5.00	5,000.00		5.30	5,300.00
17	TOPSOIL (650-A)	CY	90	\$ 12.00	1,080.00			28.00	2,520.00		12.92	1,162.80
18	PARKING BUMPERS	EA	35	\$ 40.00	1,400.00			40.00	1,400.00		43.66	1,528.10
19	BOLLARDS (STANDARDS)	EA	2	\$ 275.00	550.00			400.00	800.00		651.28	1,302.56
20	LOWER MANHOLE	EA	1	\$ 1,000.00	1,000.00			375.00	375.00		1,089.20	1,089.20
21	RELOCATE WATER SERVICE	EA	1	\$ 1,500.00	1,500.00			360.00	360.00		315.56	315.56
22	LOWER FIRE HYDRANT AND VALVE BOX	EA	1	\$ 1,500.00	1,500.00			900.00	900.00		493.64	493.64
23	SILT FENCE, TYPE A	LF	200	\$ 4.00	800.00			4.00	800.00		3.76	752.00
24	WATTLES	LF	100	\$ 9.00	900.00			7.50	750.00		6.92	692.00
					\$ 107,355.45			\$	106,297.00		\$	122,569.38
					*\$105,854.00							

CITY OF DAPHNE
 BID DOCUMENT NO.: 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS
 AUGUST 17, 2009

Hutchinson, Moore & Rauch, LLC
 Engineers • Surveyors • Land Planners



ITEM#	DESCRIPTION	UNIT	QTY	LADAS CONSTRUCTION BIDDER #7		H.E. NEWELL, INC. BIDDER #8		APEX CONSTRUCTION BIDDER #9	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A1	18" RCP (INCLUDE CONNECT TO EXISTING BOX)	LF	130	\$ 37.00	4,810.00	35.00	4,550.00	96.00	12,480.00
A2	GRATE INLET (3' MAX)	EA	1	\$ 1,680.00	1,680.00	2,500.00	2,500.00	2,269.68	2,269.68
TOTAL AMOUNT ADDITIVE ALTERNATE 1				\$	6,490.00	\$	7,050.00	\$	14,749.68
TOTAL AMOUNT BASE BID + ADDITIVE ALTERNATE 1				\$	113,845.45	\$	113,347.00	\$	137,319.06
					*\$442,344.00				

We hereby certify this to be a true and correct tabulation on the above named project.

Stephen J. Delahunty
 Stephen J. Delahunty, P.E.
 Project Manager
 Hutchinson, Moore & Rauch, LLC

***BOLD ITALICIZED INDICATES AN ERROR IN THE EXTENSION OF THE UNIT PRICE; THIS ERROR DID NOT CHANGE THE BIDDER'S STANDING.**

CITY OF DAPHNE

BID OPENING MINUTES

BID DOCUMENT NO: 2009-HH-POLICE VEHICLE – FOUR DOOR SEDAN

SEPTEMBER 11, 2009

11:30 A.M.

CITY HALL

Those present were as follows:

Ms. Suzanne Henson
Captain Danny Bell

Sr. Accountant
Police

9 bid invitations were mailed/picked up , 2 sealed bid was received.

Captain Bell opened the bid presented and the bid was read aloud as follows:

<u>VENDOR</u>		<u>TOTAL UNIT COST</u>
Treadwell Ford	2010 Ford Crown Vic	\$22,507.00
Bayview Ford	2010 Ford Crown Vic	\$22,404.78

***State Bid Contract Cost

\$22,100.00 + Delivery

*** 3% Preference Allowed for business located in City: State Bid-\$22,100 + 3%=\$22,763.00)



Suzanne Henson, Sr. Accountant

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN CONTRACT WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH BANK

WHEREAS, _____, the Governing Body (the "Governing Body") of City of Daphne, Alabama (the "Buyer"), acting for and on the behalf of the Buyer hereby finds, determines and adjudicates as follows:

1. The Buyer desires to enter into an Contract with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Contract") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Seller") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment").

2. It is in the best interest of the residents served by Buyer that the Buyer acquire the Equipment pursuant to and in accordance with the terms of the Contract; and

3. It is necessary for Buyer to approve and authorize the contract.

4. The Buyer desires to designate the Contract as a qualified tax-exempt obligation of Buyer for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Buyer as follows:

Section 1. The Contract and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Seller and the Buyer is hereby approved, and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Contract on behalf of the Buyer.

Section 2. The Delivery Order is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Contract nor the Equipment identified to the Contract shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Contract (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Buyer) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Contract are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Buyer hereby designates the Contract as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year _____, Buyer has designated \$ _____ of tax-exempt obligations (including the Contract) as qualified tax-exempt obligations. Including the Contract herein so designated, Buyer will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

Section 8. Buyer reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Buyer during calendar year _____ will not exceed \$30,000,000.

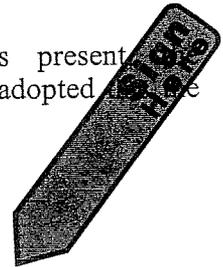
Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations including tax-exempt obligations issued by all entities deriving their issuing authority from Buyer or by an entity subject to substantial control by Buyer as provided in Section 265(b)(3) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Buyer to do all things necessary in furtherance of the obligations of the Buyer pursuant to the Contract, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

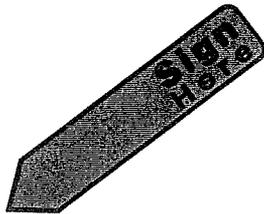
Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____ Voted: _____
_____ Voted: _____

The motion having received the affirmative vote of all members present, _____ declared the motion carried and the resolution adopted. _____ day of _____, _____.



(Signature)



ATTEST:

(SEAL)

CONTRACT

SELLER:

BANCORPSOUTH EQUIPMENT FINANCE,
a division of BancorpSouth Bank
P. O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097

Elaine D. Temple, President
601-544-3252

BUYER:

City of Daphne, Alabama
P.O. Box 400
Daphne , AL 36526

Kim Briley

TERMS AND CONDITIONS OF CONTRACT

1. Contract. (a) Buyer requests BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Seller") to acquire the personal property (herein called "Equipment") described in the attached Delivery Order (s). Buyer agrees to buy the Equipment from Seller and Seller agrees to sell the Equipment to Buyer upon receipt of a duly authorized written acceptance hereof, signed by an authorized officer of Seller at its principal office, upon the terms and conditions of this Contract (the "Contract"). Buyer represents, covenants and warrants, and as requested by Seller will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth in Section 6 and is authorized by the Constitution and laws of such State and its own internal or administrative procedure to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder, and (ii) that the Contract has been duly authorized, executed and delivered by Buyer and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. Buyer agrees that it will do or cause to be done all things necessary to preserve and keep the Contract in full force and effect. Buyer further represents, covenants and warrants that Buyer has complied with all bidding requirements where necessary and by due notification presented this Contract for approval and adoption as a valid obligation on its part and that Buyer has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year.

(b) Buyer acknowledges that Seller has agreed to enter into this Contract on the condition that a certain exception from nondeductibility of interest expense under Section 265(b) of the Internal Revenue Code of 1986 and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to Buyer's use of the Equipment and to Buyer's issuance of tax-exempt obligations., In that regard, Buyer represents, covenants and warrants that :

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (B) will be derived from payments, whether or not to Buyer, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit;

(iii) No portion of the gross proceeds of the Contract will be used (directly or indirectly) to make or finance loans to persons other than governmental units;

(iv) This Contract and the Delivery Order (s) attached hereto have been designated as a qualified tax-exempt obligation for the purposes of Section 265 (b) of the Code; and

(v) Buyer reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by Buyer (together with qualified tax-exempt obligations issued by an entity deriving its issuing authority from Buyer or by an entity subject to substantial control by Buyer) during the current calendar year shall not exceed \$30,000,000.

(c) Buyer acknowledges and agrees that the Payments have been calculated by Seller assuming that the interest portion of each Payment is exempt from federal income taxation. Buyer represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the Payments is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) Buyer acknowledges that the representations, covenants and warranties set forth in Sections 1 (b) and 1 (c) shall survive the expiration of this Contract and that Seller may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

2. Equipment Delivery and Acceptance. At the request of Buyer, Seller agrees to order the Equipment which Buyer has described in the Delivery Order (s) from the supplier of such Equipment but shall not be liable for specific performance of this order. Buyer shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Seller to add to this Contract the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Contract. Buyer shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit D. Notice of any defects must be given to Seller within thirty (30) days of delivery. In the event the Equipment is not accepted by the Buyer within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by Buyer, Seller, at Seller's option, shall have the right to cancel this Contract.

3. Warranties. Seller hereby assigns to Buyer for and during the term of this Contract all manufacturer warranties and guarantees express or implied, issued on or applicable to the Equipment and Seller authorizes Buyer to obtain the customary services furnished in connection with such warranties and guarantees at Buyer's expense. SELLER IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller authorizes Buyer to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Seller assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Buyer with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Seller, at its option, may provide in its purchase order that supplier agrees that any of such claims may be made by Buyer directly against suppliers. The obligation of Buyer to pay the Payments as defined in Section 5 below, shall not be abated, impaired or reduced by reason of any claims of

the Buyer with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. Contract Term. This Contract shall become effective upon the execution hereof by Seller. The term of this Contract shall commence on the date the Equipment is accepted pursuant to Section 2 above, and shall end at the expiration of the number of periods indicated in Schedule A of the Delivery Order (s) (hereinafter the "Contract Term"). The Contract shall be automatically renewed on a year-to-year basis except as provided for in Section 5 and Section 14 below.

5. Payments. (a) Buyer agrees to pay total Payments ("Payments") set forth in Section A of the Delivery Order (s), including the interest, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of Seller (or such other place as Seller may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Buyer of Seller as a condition precedent to payment shall be fully explained and provided to seller prior to execution of this Contract. Except as specifically provided in paragraph (c) of this Section, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) Buyer reasonably believes that funds can be obtained sufficient to make all Payments during the Contract Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is Buyer's intent to make Payments for the full Contract Term if funds are legally available therefor and in that regard Buyer represents that the use of the Equipment is essential to its proper efficient and economic operation.

(c) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for Payments due under this Contract, then the Buyer shall immediately notify Seller or its assignee of such occurrence and this Contract shall create no further obligation of Buyer as to such fiscal year and shall be null and void, except as to the portions of Payments for which funds shall have been appropriated and budgeted. In such event, this Contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Buyer of any kind whatsoever. Subsequent to such termination of this Contract, Buyer shall have no continuing obligation to make Payments under this Contract. No right of action or damages shall accrue to the benefit of Seller, or its assignee, as to that portion of this Contract which may so terminate except as specifically provided in the last paragraph of this Section 5. In the event of such termination, Buyer agrees to peaceably surrender possession of the Equipment to Seller or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Seller. Seller shall have all legal and equitable rights and remedies to take possession of the Equipment.

(d) Notwithstanding the foregoing, Buyer agrees (i) that it will not cancel this Contract under the provisions of Section 5 (c) if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment.

6. Location. The Equipment shall be delivered and thereafter based at the location specified in the Delivery Order (s) and shall not be removed therefrom without Seller's prior written consent.

7. Use; Repairs. Buyer shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Buyer, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. Alterations. Buyer shall not make any alterations, additions or improvements to the Equipment without Seller's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. Loss and Damage. Buyer shall bear the entire risk of loss or damage to all Equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve Buyer of the obligation to make Payments or any other obligation under this Contract. In the event of damage to any item of Equipment, Buyer shall immediately place the same in good repair. If Seller determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Buyer at the option of Seller shall:

(a) Replace the same with like equipment in good repair; or

(b) Pay Seller in cash all of the following: (i) all amounts then owed by Buyer to Seller under this Contract, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to the Delivery Order. Upon seller's receipt of such payment, Buyer shall be entitled to whatever interest Seller may have in said item, in its then condition and location, without warranty expressed or implied.

10. Insurance. Buyer shall, during the term of this Contract, purchase and maintain insurance, or with Seller's prior written consent may self-insure, covering specifically all Equipment of every description under this Contract against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMEN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by Seller and shall carry public liability and property damage insurance sufficient to protect Seller from liability in all events. The proceeds under this insurance shall be payable to Buyer and Seller or its assignee as additional insured as their interest may appear under the terms and conditions of this Contract. Upon acceptance of the Equipment and upon each insurance renewal date, Buyer shall deliver to Seller or its assignee a

duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Buyer shall promptly provide Seller with written notice thereof and make available to Seller all information and documentation relating thereto.

11. Liens and Taxes. Buyer shall keep the Equipment free and clear of all levies, liens and encumbrances. Buyer shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Seller's income. If Buyer fails to pay said charges and taxes when due, Seller shall have the right, but shall not be obligated, to pay said charges and taxes. In any event, Buyer shall pay Seller the amount thereof upon demand whether or not Seller shall have advanced the funds for Buyer.

12. Indemnity. Buyer shall indemnify Seller against and hold Seller harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

13. Assignment. (a) Without Seller's prior consent, Buyer shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Contract or the Equipment or any interest in this Contract or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Buyer or Buyer's employees. Seller may, without the consent of Buyer, assign its rights, title and interest in and to this Contract, and all attachments hereto including Delivery Order (s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Contract or the Equipment, in whole or in part and its assignee may reassign this Contract. Buyer agrees that this Contract may become a part of a pool of contract obligations at Seller's option, and Seller or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Seller under this Contract. Buyer shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Contract inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Contract and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Contract, Buyer shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Seller's interest herein, Seller will cause written notice of such assignment to be sent to Buyer and, upon receipt of such notice of assignment, Buyer shall: (i) acknowledge the same in writing to Seller; and (ii) record the assignment in Buyer's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Seller or by Buyer to evidence the assignment.

14. Prepayment. At the written request of Buyer, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A to the Delivery Order (s), Seller shall convey all of Seller's right, title and interest in and to the Equipment to Buyer upon payment of the applicable Concluding Payment and the Base Payment then due, if Buyer is not on such date in default

pursuant to any term of this Contract. Upon satisfaction by Buyer of such purchase conditions, Seller shall deliver to Buyer a full release of any right, title or interest of Seller in and to the Equipment.

15. Taxes and Title to Equipment. In addition to other payments to be made pursuant to this Contract, Buyer shall indemnify and hold Seller harmless from and against, and shall pay Seller, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on Seller, Buyer or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Seller. Buyer may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Contract is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to Buyer, subject to immediate and automatic reversion to Seller upon any default by Buyer or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless Seller otherwise elects in writing.

To secure all of its obligations hereunder, Buyer grants to Seller a first and prior security interest in any and all right and interest of Buyer in the Equipment, the Contract and payments due under this Contract, agrees that this Contract may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Buyer further agrees that the Uniform Commercial Code shall apply as between the parties hereto and assignees of Seller.

16. Personal Property. The Equipment is, and shall at all times during the Contract Term be and remain, personal property.

17. Security Interest. To secure all of its obligations hereunder Buyer grants to Seller a first and prior security interest in any and all right and interest of Buyer in the Equipment, the Contract and payments due under this Contract, agrees that this Contract may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Buyer further agrees that the Uniform Commercial Code of the state shall apply as between the parties hereto and assignees of Seller.

18. Events of Default. The Buyer shall be in default under this Contract upon the occurrence of any of the following events:

(a) Nonpayment when due or within 6 days thereafter of any installment of rent or other sum owing hereunder;

(b) Breach of any other covenant or agreement in this Contract and the continuance of such breach for a period of 10 consecutive days following Buyer's receipt of written notice thereof from Seller;

(c) If any representation or warranty made by Buyer or by any agent or representative of Buyer herein or in any document or certificate furnished Seller in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) If Buyer shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Buyer or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Buyer;

(e) If any order, judgment or decree shall be entered against Buyer by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Buyer or its property whereby any of the Equipment or any substantial part of Buyer's property may be taken or restrained;

(f) If Buyer shall default in the performance of any obligation or in payment of any sum due to the Seller under any other lease, contract, agreement, arrangement or understanding;

(g) If any indebtedness of Buyer for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) If Seller, in the exercise of reasonable judgment, shall determine that Buyer is generally not paying its debts as such debts become due. In addition, Buyer shall give Seller 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Contract as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Seller shall retain its rights to such other remedies as may be set forth in this Contract.

19. Remedies of Default. Upon the occurrence of any event of default and at any time thereafter, Seller, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect:

(a) Declare the unpaid principal balance plus accrued interest to date under this Contract to be immediately due and payable without notice or demand;

(b) Terminate this Contract as to any or all items of Equipment;

(c) Without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Buyer or any agent of Buyer where the leased Equipment may be, or is believed to be by Seller, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Buyer hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) Cause Buyer, at its expense, promptly to return the Equipment to Seller, at such place as Seller may designate, in the condition set forth above;

(e) Use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Buyer or at any other location without affecting the obligations of Buyer as provided in this Contract;

(f) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Seller may determine, free and clear of any rights of Buyer, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Seller to Buyer not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) Proceed by appropriate action either at law or in equity to enforce performance by Buyer of the applicable covenants of this Contract or to recover damages for the breach thereof; or

(h) Exercise any and all rights accruing to Seller under any applicable law upon a default by Buyer. In addition, Seller shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) All unpaid rent or other sums which are due and payable up to the date the Equipment is returned to or repossessed by Seller,

(ii) Any expense paid or incurred by Seller in Connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and legal expenses, and

(iii) The purchase option price, less the net amount of the recovery, if any, actually received by Seller from insurance or otherwise. Additionally, the measure of liquidated

damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of the Contract term if this Contract is not assumed by the Buyer in a bankruptcy proceeding. Should Seller, however, estimate its actual damages to exceed the foregoing, Seller may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Seller under this Contract are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Seller at law or in equity. Buyer agrees to pay Seller all attorneys' fees and all costs and expenses incurred by Seller in connection with the enforcement of the terms of the Contract or any right or remedy hereunder. Any repossession or subsequent sale or lease by the Seller of any item of Equipment shall not bar any action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against the Buyer shall not bar the Seller's right to repossess any or all items of Equipment. Buyer waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Seller in the event of a default hereunder by Buyer.

20. Amendments and Addendums. This Contract may be amended or any of its terms modified only by written consent of Buyer and Seller or its assignee.

In the event Buyer desired to buy other equipment, the parties may execute an addendum to this Contract with respect to such other equipment by (i) executing a delivery order for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by the Contract. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

- (a) The Contract, which provides basic terms and conditions;
- (b) An executed delivery order and acceptance certificate; and
- (c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. Notices. All notices to be given under this Contract shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing

22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Contract.

23. Governing Law. This Contract shall be governed by the provisions hereof and by

the laws of the State where the Equipment is located.

24. Delivery of Related Documents. Buyer will execute or provide as required by Seller, the following documents and information satisfactory to Seller:

- (a) Equipment Acceptance Notice;
- (b) Legal opinion of counsel as described in Section 1 above;
- (c) Statement of Buyer describing the essential functions and uses of the Equipment;
- (d) Documents evidencing title and delivery;
- (e) Maintenance contract regarding Equipment;
- (f) Uniform Commercial Code Financing Statements;
- (g) Certificates of liability and casualty insurance naming Seller and its assigns as additional insureds;
- (h) Invoicing instructions; and
- (i) Other documents as reasonably requested by Seller.

25. Entire Agreement; Waiver. This Contract, together with the Delivery Order (s) and other attachments hereto, and other documents or instruments executed by Buyer and Seller in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. Any provisions of the Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract. The waiver by Seller of any breach by Buyer of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

SELLER:

BancorpSouth Equipment Finance
a division of BancorpSouth Bank
P.O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097

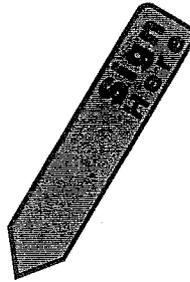
By: _____

Title: _____

Date: _____

BUYER:

City of Daphne, Alabama
P.O. Box 400
Daphne, AL 36526



By: _____

Title: _____

Date: _____

1003-280281

Reserve for Encumbrances

7/31/2009	FY 99	5,000.00	Street: Speed Tables
	FY 03	17,000.00	Strategic Plan
		<u>32,000.00</u>	Bay Front Park Improvements: Air Conditioning
		49,000.00	
	FY 04	58,800.00	Infrastructure: Decorative Street Lighting
		20,000.00	Legislative: Strategic Plan
		1,028.00	Police: Bullet Proof Vests
		<u>10,365.00</u>	Bay Front Park: Building Improvements
		90,193.00	
	FY 05	14,595.10	City Hall Phone System
		20,000.00	Library: 2 copiers
		<u>44,755.00</u>	Civic Center: Electronic Signage
		79,350.10	Approved by City Council
	FY 06	1,238.47	Fire Equipment Purchased
		25,380.00	Bay Front Drive Water Main & Sewer
		10,000.00	Planning: Comprehensive Long Range Plan
		<u>13,070.00</u>	Library Roof Repair
		49,688.47	Approved by City Council
	FY 07	1,042.28	Grounds Skid Steer Loader
		4,580.61	Grounds Beautification Supplies
		196,709.82	Resurfacing
		1,726.00	Police Bldg Mntc
		494.00	Bullet Proof Vests
		1,200.00	Animal Control Training
		3,150.00	Firefighters Grant Match
		764.37	HR Software
		9,317.00	Executive Impact Fee Study
		<u>4,000.00</u>	Main Street Conceptual Streetscape Ord 07-28
		222,984.08	
SubTotal		496,215.65	
	FY 2008	9,729.00	Abatement & Demolition
		10,000.00	Comprehensive Long Range Plan
		5,000.00	Fire Equipment
		11,018.00	Human Resources
		2,424.00	Library Equipment
		6,852.00	Bldg Mntc Boom Lift
		5,240.14	Revenue: Eqpt Purchased
		192.00	Patrol Ammunition
		12,619.75	Maddie's Fund
		3,987.00	Mower
		45,833.36	Park City Restroom
		95,606.00	Resurfacing
		12,000.00	Volunteer Firefighters Contrib
		4,555.00	Human Resources: Software
		1,000.00	Ord 08-32: Nicholson Ctr Roof
		106,100.50	Ord 08-32: Future Bldg Mntc (Roofs,etc)
		<u>1,997.59</u>	Ord 08-32: Civic/Rec/Library & Justice Ctr (painting/pkg lot resurf/restriping)
		334,154.34	

TOTAL	830,369.99
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9-10-09

Mayor Small,

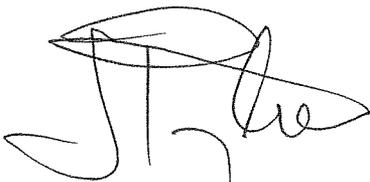
I talked to Chief David Edgars on 8-28-09 and he advised me that he has talked to his mayor and they have agreed that they will start their own dispatching center. Chief Edgar requested that we prepare a one year only contract. He said that they plan to have their dispatching center up and running in less than one year. I asked him if he planned on having our dispatchers train his new dispatchers or if he planned on having them work in our dispatch center until they get their center up and running. He told me that he planned on hiring experienced dispatchers and thus training would be minimal and he would handle that at his new center. He also said that his dispatchers would not work in our center at all. He said that we would only be responsible to do the things that we have done in the past, nothing new. Just to ensure that we don't get stuck training his employees or us have to deal with unexpected employees from Spanish Fort wanting to work out of our dispatch center, I added in the contract that we would not train them or have them work in our center. I told Chief Edgar that at a minimum I was requesting that the City of Spanish Fort pay a one year contract in the amount that was equal to the salaries of two dispatchers, including benefit amounts. The amount I am proposing is a one year contract of \$77,508 (The salary amount for a starting dispatcher position, including benefits is \$38,754) that will be paid to the City of Daphne at a monthly rate of \$6,459. Chief Edgar said that was an acceptable amount. I advised him that I would have to get it approved before that amount was final. Chief Carpenter reviewed it yesterday and has given his approval.

We must have any changes to the existing contract put in writing to Chief Edgar at least 60 days before the expiration of the existing contract. That expiration date is November 30, 2009. Thus, **we need to get it to Chief Edgar before September 30, 2009.**

Attached are copies of the new contract proposal with changes highlighted and the old contract with changes highlighted. All I did was take the last known contract that we had on record and make the highlighted changes.

If you approve, please forward to the appropriate person to get it finalized so that we meet our 60 day deadline. If you don't approve, please let me know what I need to change or correct. Please let me know if I need to do anything, such as delivering a copy of this to Chief Edgar.

Scott Taylor

A handwritten signature in black ink, appearing to read 'S. Taylor', written over a horizontal line.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**CONTRACT BETWEEN THE CITY OF SPANISH FORT, ALABAMA
AND THE CITY OF DAPHNE, ALABAMA FOR
THE PROVISIONS OF DISPATCHER SERVICES**

THIS AGREEMENT MADE AND TO BE EFFECTIVE BE ON THE 1ST DAY OF DECEMBER, 2009 by and between the **CITY OF DAPHNE, ALABAMA**, an Alabama Municipal Corporation (hereinafter sometimes referred to as **CITY**) and the **CITY OF SPANISH FORT, ALABAMA** an Alabama Municipal Corporation (hereinafter sometimes referred to as **SPANISH FORT**).

WHEREAS, the **CITY OF DAPHNE** owns, operates and maintains a fully-operational dispatching service located at the Joseph H. Hall Justice Center on U.S. Highway 98 in Daphne, Alabama and;

WHEREAS, the **CITY OF SPANISH FORT** operates a police department but does not operate nor maintain a fully functional municipal police dispatching operational service and;

WHEREAS, **CITY** and **SPANISH FORT** have agreed to enter this contract for the provisions providing dispatcher services by **CITY** for the benefit of **SPANISH FORT**, pursuant to the terms and conditions as set forth hereinafter;

IN WITNESS THEREFORE, and in consideration of the mutual covenants and promises cited herein, the **CITY** and **SPANISH FORT**, do hereby covenant and agree as follows:

1. **THAT** the **CITY OF DAPHNE** will provide radio dispatch municipal police services twenty-four (24) hours a day/seven (7) days a week for **SPANISH FORT** calls. **CITY** will maintain dispatch records logs relevant to calls made or received on behalf of **SPANISH FORT**.
2. **THAT** the **CITY OF DAPHNE** shall supply NCIC/ACJIS and other related computer services and support incidental to dispatch services at the request of the **CITY OF SPANISH FORT**.
3. **THAT** the **CITY OF DAPHNE** shall provide telephone assistance by dispatch personnel in conjunction with dispatcher related services involving the **CITY OF SPANISH FORT**.
4. **THAT** the **CITY OF DAPHNE** shall provide **SPANISH FORT** police officers access for DUI and alcohol related arrests to the Draeger instrument to **SPANISH FORT** police officers.

**CITY OF DAPHNE
PROVISIONS OF DISPATCHER SERVICES
PAGE 2**

5. **THAT** the *CITY OF DAPHNE* Police Department personnel will be required to enter all necessary data on arrest warrants and be responsible for clearing out the system.
6. **THAT** any other tasks not specifically stated, but routinely considered in the line and scope of duties associated within the provisions of dispatch services shall be performed by the *CITY OF DAPHNE*.
7. **THAT** the term of this agreement shall be for a period of one (1) calendar year from effective date of this contract and shall by the terms of this agreement terminate November 30, 2010. This contract will not be renewed on December 1, 2010. The *CITY OF SPANISH FORT* will need to have their own communications center separate from the Joseph H. Hall Justice Center by this time or they will need to contract with another agency. However, either party to this agreement shall have the right to terminate this agreement upon giving the other party sixty (60) days written notice prior to the expiration of this one year.
8. **THAT** this contract does not include the *CITY OF DAPHNE* training any dispatchers hired by the *CITY OF SPANISH FORT* and it does not include the dispatch center at the Joseph H. Hall Justice Center being used by any dispatchers hired by the *CITY OF SPANISH FORT*.
9. **THAT** any notice required hereunder shall be personally delivered and/or sent by U.S. Mail, 1st class postage pre-paid to the address listed below unless the other party has given or provided notice in writing to the other party of a different address:

FOR THE CITY OF DAPHNE, ALABAMA:

Chief David Carpenter, Chief of Police
City of Daphne Police Department
P.O. Box 400
Daphne, Alabama 36526

FOR THE CITY OF SPANISH FORT, ALABAMA:

Chief David Edgar, Chief of Police
City of Spanish Fort Police Department
7581 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

10. **THAT** the **CITY OF SPANISH FORT**, agrees to compensate **CITY OF DAPHNE**, the sum of SEVENTY SEVEN THOUSAND FIVE HUNDRED EIGHT DOLLARS (\$77,508.00) per annum at the rate of SIX THOUSAND FOUR HUNDRED FIFTY NINE DOLLARS (\$6,459.00) per month, commencing on the 1st day of December, 2009, and to be due on the 1st day of each month thereafter for a period of twelve (12) months terminating November 30, 2010.
11. (a). **THAT CITY OF SPANISH FORT**, shall agree to and shall hold **CITY**, its officers, officials, agents and employees harmless therefrom against any and all claims and/or causes of action, damages arising from but not limited to communications received from the **CITY OF SPANISH FORT**, and/or the deployment of law enforcement or the transfer of information from **CITY OF DAPHNE** dispatchers to **CITY OF SPANISH FORT** related to the line and scope of duties associated with the provisions of providing dispatcher services. In the event legal action is initiated, **CITY OF SPANISH FORT** shall pay and be responsible for any and all costs, attorney fees associated and incurred by the **CITY**, in conjunction with such indemnification.
- (b.) **THAT SPANISH FORT**, specifically recognizes that as a condition precedent to the utilization of the hereinabove described dispatcher services at the Joseph H. Hall Justice Center, **SPANISH FORT** shall obtain, at its own expense, a comprehensive general liability policy, addendum or other rider with its existing municipal general liability policy during the term of this agreement with **CITY**, with **CITY** to be named as additional insurer on said policy. Said policy shall provide limits of liability coverage of a minimum amount of not less than One Million (\$1,000,000.00) Dollars for personal injury, property and other claims or damages arising from dispatcher services. A copy of said insurance policy and letter of commitment from **SPANISH FORT**'s liability carrier setting forth the established insurance policy limits, terms and conditions thereof and expiration date shall be provided to **CITY** at the time of ratification of said contract. **SPANISH FORT** shall provide proof of said coverage on a semi-annual basis or upon reasonable request for so long as this agreement remains in full force and effect.
12. **THAT** if any provision contained in this agreement is held to be invalid, illegal or unenforceable, such determination shall not affect any other provisions of this contract.
13. **THAT** this agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract.
14. **THAT** this agreement shall be interpreted in accordance with the laws of the State of Alabama.

15. **THAT** any headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
16. **THAT** all personal pronouns that may be used in this agreement, whether of masculine or feminine or neuter gender shall include all genders. The singular shall include the plural and the plural shall include the singular.
17. **THAT** this agreement shall not be altered, amended, or changed except by written instruments signed by all parties.
18. **THAT** no prior agreements or understandings, verbal or otherwise, amongst the parties and/or their agents shall be valid or enforceable unless embodied in this Agreement or any written amendment thereto.
19. **THAT** neither this agreement nor any duties or obligations hereunder shall be assignable except by written agreement of all parties.
20. **THAT** subject to the provisions contained here, this agreement shall be binding on the legal representative, successor and assigns of each party hereto.

**CITY OF DAPHNE
PROVISIONS OF DISPATCHER SERVICES
PAGE 5**

IN WITNESS WHEREOF, the *CITY OF DAPHNE* has caused this Agreement regarding dispatcher services between the **CITY OF DAPHNE** and the **CITY OF SPANISH FORT** to be executed by its Mayor, The Honorable Fred Small, as approved and ratified by the City Council of the *CITY OF DAPHNE* as of this _____ day of _____, 2009.

CITY OF DAPHNE, ALABAMA

BY: _____
HONORABLE FRED SMALL
AS ITS: MAYOR

ATTEST:

DAVID L. COHEN, CITY CLERK, MMC

IN WITNESS WHEREOF, the *CITY OF SPANISH FORT* has caused this Agreement regarding dispatcher services between the **CITY OF DAPHNE** and the **CITY OF SPANISH FORT** to be executed by its Mayor, The Honorable Joe Bonner, as approved and ratified by the City Council of the *CITY OF SPANISH FORT* as of this _____ day of _____, 2009.

CITY OF SPANISH FORT, ALABAMA

BY: _____
HONORABLE JOE BONNER
AS ITS: MAYOR

ATTEST:

MARY LYNN WILLIAMS, CITY CLERK

2006 Construction Fund
US 90 Assessments

<u>Year</u>	<u>Interest Rate</u>
2007	4.00%
2008	3.50%
2009	3.50%
2010	3.60%
2011	4.00%
2012	3.65%
2013	3.75%
2014	4.00%
2015	4.00%
2016	4.00%
2017	4.00%
2018	4.25%
2019	4.25%
2020	4.25%
2021	4.38%
2022	4.50%
2023	5.00%
2024	4.50%
2025	5.00%
2026	4.50%
2027	4.50%

Avg Rate	4.15%
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HUTCHINSON, MOORE & RAUCH, LLC

Post Office Box 1127
Daphne, Alabama 36526

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

August 28, 2009

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

RE: Bid Document No. 2009-Q-NRCS Agreement No. 69-4101-9-04
Storms Gustav & Fay

Dear Mayor Small:

The above referenced project has been completed and the expenditures have come in under the allowed budget but over the original contract amount. Additional materials and labor were required to properly repair the five NRCS job sites for the following reasons:

1. Several of the sites experienced significant additional erosion from the time that they were originally designed to the time of actual construction.
2. Some additional grading and sediment removal was done downstream of the Dunbar site at the request of the City.

We respectfully request that the attached Change Order be considered for approval by the City. If you need any additional information, please contact me at 626.2626.

Sincerely,

HUTCHINSON, MOORE & RAUCH, LLC

Timothy D. Lawley, E.I.
Project Manager

/blg

Enclosure
02500/3360/09.258A



HUTCHINSON, MOORE & RAUCH, LLC

Post Office Box 1127
Daphne, Alabama 36526

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

CHANGE ORDER

Order No. 1

Date: September 2, 2009

Agreement Date: May 15, 2009

NAME OF PROJECT: 2009-Q-NRCS Agreement No.: 69-4101-9-04 - Storms Gustav & Fay

OWNER: City of Daphne

CONTRACTOR: James Brothers Excavation

ENGINEER: Hutchinson, Moore & Rauch, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

ADD:

QTY	UNIT	ITEM	UNIT PRICE	TOTAL
Stephen's Gulley (DAP-090801)				
70	SY	Pyramat HPTRM	5.00	350.00
64.2	TON	Rip Rap	68.00	4,365.60
50	SY	Non-Woven Geotextile Filter Blanket (702)	2.00	100.00
1	LS	Remobilization / Demobilization	420.00	420.00
Bayview Ford (DAP-090802)				
32	LF	36" HDPE Pipe	44.00	1,408.00
274	CY(TBM)	Earthfill	7.00	1,918.00
Tiawassee Creek (DAP-090803)				
26	CY(TBM)	Earthfill	8.50	221.00
35	TON	Rip Rap	68.00	2,380.00
Buena Vista (DAP-090804)				
65	CY(TBM)	Earthfill	6.50	422.50
16	LF	24" Reinforced Concrete Pipe	43.00	688.00
2	TONS	Rip Rap	68.00	136.00
Dunbar Loop (DAP-090805)				
10	SY	Erosion Control Blanket (COIR 400)	1.70	17.00
9	LF	30" HDPE Pipe	30.00	270.00
20	LF	36" HDPE Pipe	45.00	900.00
491	CY(TBM)	Earthfill	8.50	4,173.50
4	Ton	Rip Rap	68.00	272.00
Total Added Items				\$18,041.60

DELETE:

QTY	UNIT	ITEM	UNIT PRICE	TOTAL
Bayview Ford (DAP-090802)				
80	SY	Erosion Control Blanket (COIR 400)	1.70	136.00
8	LF	36" Reinforced Concrete Pipe	74.00	592.00
Tiawassee Creek (DAP-090803)				
15	SY	Pyramat HPTRM	5.00	75.00
Buena Vista (DAP-090804)				
8	LF	30" Reinforced Concrete Pipe	55.00	440.00
Total Deleted Items				\$1,243.00

CONTRACT PRICE:

Original CONTRACT PRICE: **\$84,956.00**

Current CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by: **\$16,798.60**

The new CONTRACT PRICE including this CHANGE ORDER will be **\$101,754.60**

CONTRACTOR: Mark A Best DATE: 9/2/09

RECOMMENDED: [Signature] DATE: 9/2/09

OWNER: _____ DATE: _____



TREASURER'S REPORT

As of August 31, 2009

TO: FINANCE COMMITTEE

FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

<u>ACCT TITLE</u>	<u>BANK</u>	<u>BALANCE</u>
GENERAL FUND & ENTERPRISE FUNDS		
MMA ACCT	COMPASS	\$11,617,956.68
OPERATING ACCT	COMPASS	(\$396,138.67)
PAYROLL ACCT	COMPASS	(\$2,794.42)
		<u>\$11,219,023.59</u>
AGENCY FUNDS		
MUNICIPAL COURT	COMPASS	\$277,374.09
SPECIAL REVENUE FUNDS		
SAIL SITE	RBC BANK	\$3,076.72
4 CENT GAS TAX	RBC BANK	\$247,994.67
7 CENT GAS TAX	RBC BANK	\$334,320.51
		<u>\$585,391.90</u>
CAPITAL PROJECT FUNDS		
CAPITAL RESERVE	WACHOVIA	\$3,445,460.10
99 WARRANT CONS	REGIONS	\$12,683.42
2006 CONSTRUCTION	WACHOVIA	\$1,637,732.51
		<u>\$5,095,876.03</u>
DEBT SERVICE FUNDS		
DEBT SERVICE	WACHOVIA	\$1,518,960.19
2006 DEBT SERVICE	RBC BANK	\$351,661.83
		<u>\$1,870,622.02</u>
		<u>\$19,048,287.63</u>

SALES & USE TAXES

ACTUAL COLLECTIONS

	2003	2004	2005	2006	2007	2008	2009	Actual - 2009	Budget	Monthlv Variance	YTD Variance	% of Budget
October	636,482.64	697,830.58	833,700.71	932,634.66	944,542.36	867,190.18	806,503.85	806,503.85	867,190	(60,686.33)	(60,686.33)	-7.00%
November	646,534.10	710,788.74	814,666.03	901,512.38	918,837.95	915,890.97	801,075.91	801,075.91	915,891	(114,815.06)	(114,815.06)	-12.54%
December	892,208.68	941,151.87	1,091,073.78	1,168,443.68	1,182,584.39	1,120,005.09	1,078,330.45	1,078,330.45	1,120,005	(41,674.64)	(41,674.64)	-3.72%
January	632,654.31	697,083.68	771,837.83	887,468.11	914,876.33	822,020.87	755,541.41	755,541.41	822,021	(66,479.46)	(66,479.46)	-8.09%
February	705,390.20	848,156.86	788,825.08	878,123.66	877,975.60	865,625.83	748,620.87	748,620.87	865,626	(117,004.96)	(117,004.96)	-13.52%
March	692,148.44	752,039.55	917,832.17	1,081,774.83	1,071,598.38	998,616.04	863,535.78	863,535.78	998,616	(135,080.26)	(135,080.26)	-13.53%
April	702,692.15	757,610.49	867,446.44	1,000,424.48	1,021,498.14	957,167.20	823,173.33	823,173.33	963,692	(140,518.52)	(140,518.52)	-14.56%
May	752,668.04	818,209.20	982,863.46	1,024,091.07	1,066,433.92	997,274.15	868,309.52	868,309.52	997,274	(128,964.63)	(128,964.63)	-13.38%
June	721,790.90	803,051.14	908,576.13	941,407.68	993,216.66	888,690.34	808,113.93	808,113.93	908,576	(100,462.20)	(100,462.20)	-11.06%
July	739,993.63	745,320.33	869,818.11	950,539.01	954,421.57	964,626.26	-	-	869,818	-	-	0.00%
August	715,641.36	830,260.80	998,476.08	967,616.16	965,107.35	918,551.15	-	-	998,476	-	-	0.00%
September												
Totals	8,428,932.10	9,289,924.78	10,708,260.63	11,702,796.44	11,871,233.19	11,279,349.93	8,382,304.86	8,382,304.86	11,284,353	(1,033,753.45)	(1,033,753.45)	

FY 2009 BUDGET/ACTUAL COMPARISONS

90

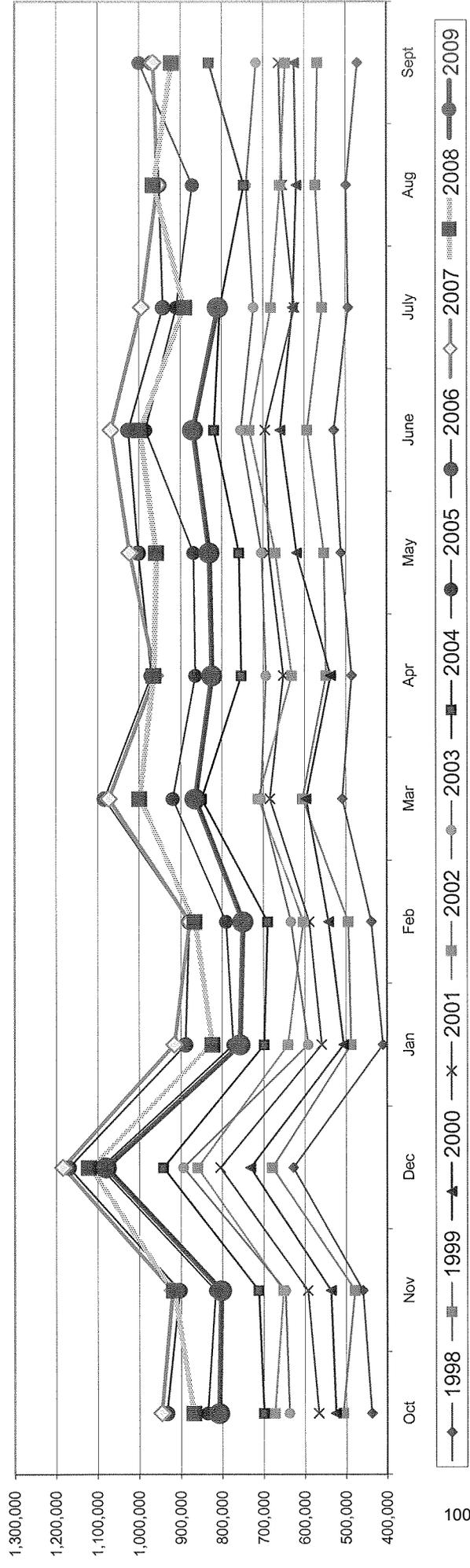
FISCAL YEAR COMPARISONS

	\$ Change	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	Percent Change	2005-2006	2006-2007	2007-2008	2008-2009
October	61,347.94	135,870.13	98,933.95	11,907.70	(77,352.18)	(60,686.33)	11,877.00	11.87%	11.87%	1.28%	-8.19%	-7.00%
November	64,254.64	103,877.29	86,846.35	17,325.57	(2,946.98)	(114,815.06)	10,666.00	10.66%	10.66%	1.92%	-0.32%	-12.54%
December	48,943.19	149,921.91	77,369.90	14,140.71	(62,579.30)	(41,674.64)	7,099.00	7.09%	7.09%	1.21%	-5.29%	-3.72%
January	106,356.03	74,754.15	115,630.28	27,408.22	(92,855.46)	(66,479.46)	14,988.00	14.98%	14.98%	3.09%	-10.15%	-8.09%
February	55,787.23	100,403.54	89,298.58	(148.06)	(12,349.77)	(117,004.96)	11,322.00	11.32%	11.32%	-0.02%	-1.41%	-13.52%
March	142,766.66	69,675.31	163,942.66	(10,176.45)	(72,982.34)	(135,080.26)	17,866.00	17.86%	17.86%	-0.94%	-6.81%	-13.53%
April	59,891.11	111,105.26	105,615.91	(8,620.18)	3,551.31	(140,518.52)	12,244.00	12.24%	12.24%	-0.89%	0.37%	-14.58%
May	54,918.34	109,835.95	132,978.04	21,073.66	(64,330.94)	(128,067.39)	15,333.00	15.33%	15.33%	2.11%	-6.30%	-13.38%
June	65,541.16	164,654.26	41,227.61	42,342.85	(69,159.77)	(128,964.63)	4,199.00	4.19%	4.19%	4.13%	-6.49%	-12.93%
July	81,260.24	105,524.99	32,831.55	51,808.98	(104,526.32)	(80,576.41)	3,611.00	3.61%	3.61%	5.50%	-10.52%	-9.07%
August	5,326.70	124,497.78	80,720.90	3,882.56	10,204.69	-	9,289.00	9.28%	9.28%	0.41%	1.07%	-11.06%
September	114,619.44	168,215.28	(30,859.92)	(2,508.81)	(46,556.20)	-	20,266.00	-3.09%	-3.09%	-0.26%	-4.82%	
Annual \$ Change	860,992.68	1,418,335.85	994,535.81	168,436.75	(591,883.26)	(1,013,867.66)	15,277.00	9.29%	9.29%	1.44%	-4.99%	

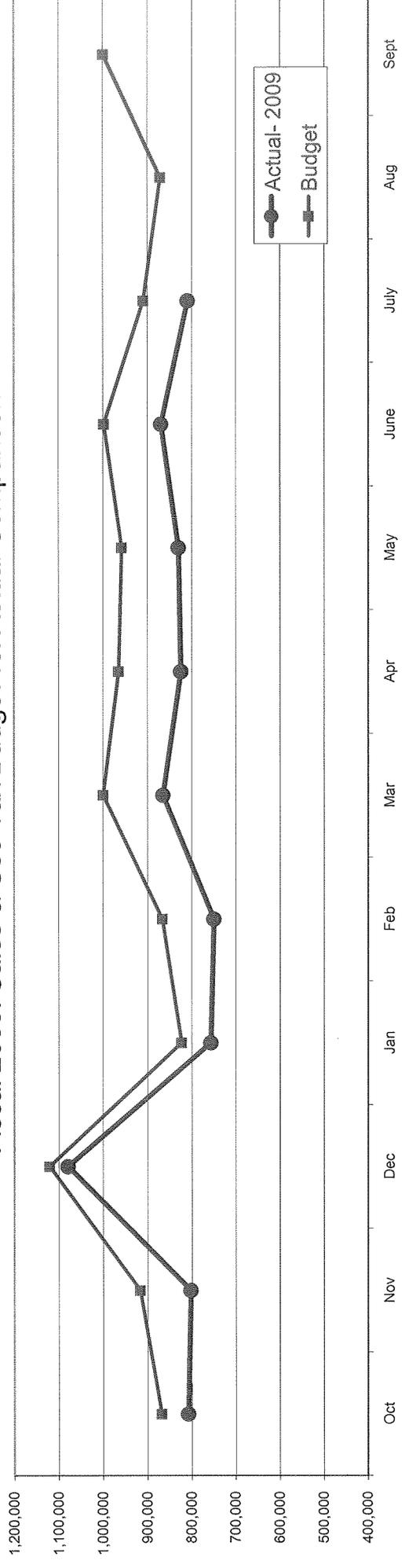
TOTAL collections: FY 08	11,279,350
TOTAL est. bdgt coll: FY 09	11,284,353
Budgeted Dollar Variance 08/09	5,003
Budgeted Percent Variance 08/09	0.04%

TOTAL collections: 7-31-09	8,382,305
Budgeted: 10-1-08 to 7-31-09	9,416,058
Actual Coll < Budget, 7-31-09	(1,033,753)
% Over/(Under) Budget, 7-31-09	-10.98%

Sales & Use Tax Comparisons



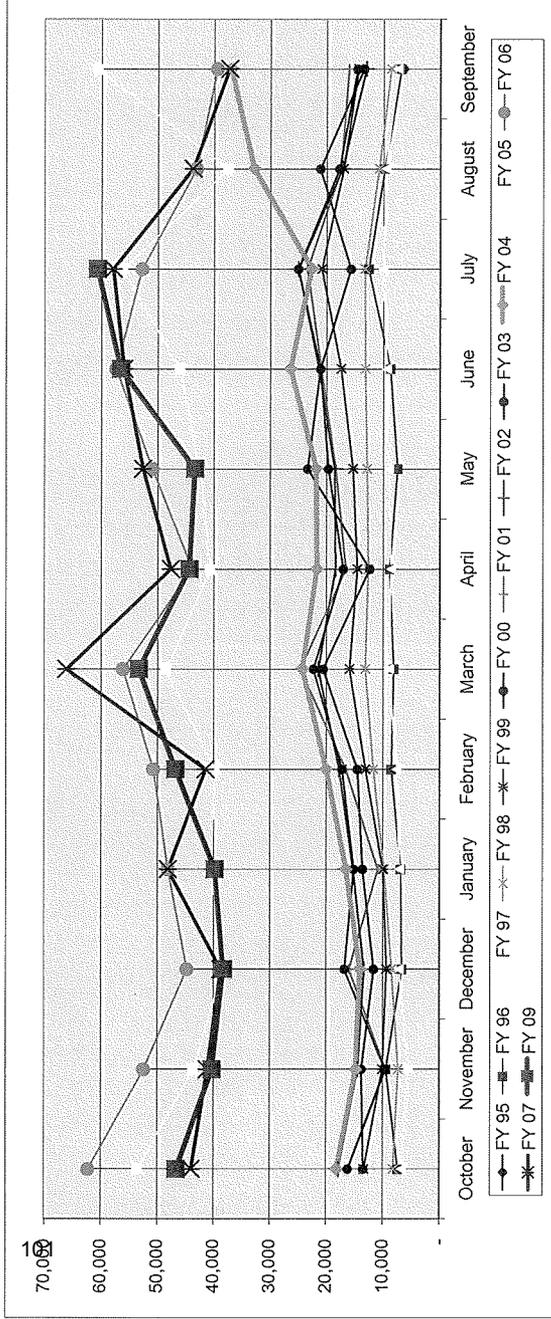
Fiscal 2009: Sales & Use Tax Budget vs. Actual Comparison



Monthly Lodging Tax Collections

	FY 95	FY 96	FY 97	FY 98	FY 99	FY 00	FY 01	FY 02	FY 03	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
October	7,228.60	6,701.69	8,042.55	13,241.96	13,344.97	16,021.98	17,757.16	18,110.90	16,103.81	18,110.90	53,490.95	62,191.49	43,874.01	46,360.47	46,543.20
November	9,371.57	5,419.99	7,156.30	9,963.87	13,712.88	9,378.73	14,346.00	14,652.46	9,488.82	14,652.46	43,652.17	52,326.23	41,028.15	42,599.84	40,178.69
December	6,580.10	7,076.44	8,327.51	9,303.23	11,505.34	15,885.37	13,257.40	13,940.92	16,693.64	13,940.92	38,197.96	44,694.55	38,605.47	31,081.14	38,144.69
January	6,765.39	6,990.72	9,704.80	9,934.03	13,517.89	10,802.39	15,150.55	16,416.20	15,089.26	16,416.20	40,334.81	48,014.80	48,012.19	45,607.80	39,706.04
February	8,466.36	7,536.69	11,579.98	13,024.87	14,425.61	16,482.91	17,680.30	17,174.37	19,962.91	19,962.91	39,797.68	50,684.11	41,381.78	47,340.33	46,699.01
March	8,017.74	8,902.63	13,048.18	15,837.90	20,536.51	24,601.77	21,371.61	22,248.25	22,248.25	24,206.01	48,474.92	56,076.62	66,060.49	53,123.15	53,230.85
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	16,974.57	21,626.29	40,666.33	43,813.91	47,594.84	46,736.02	44,277.75
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	19,610.83	21,785.09	42,479.97	50,871.74	52,564.61	46,145.12	43,293.74
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	26,336.81	46,037.59	57,338.25	55,924.22	64,626.19	56,494.11
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	25,026.81	22,654.15	56,266.23	52,752.31	57,842.80	62,035.23	60,619.78
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	32,788.35	37,501.21	43,139.77	43,701.41	55,792.89	60,619.78
September	6,371.27	6,806.02	7,400.70	8,586.97	14,397.17	13,393.86	16,116.04	12,997.60	14,563.86	36,847.13	60,635.33	39,398.90	37,180.99	49,698.91	49,698.91
Total	6,371.27	100,428.26	96,406.17	128,825.48	170,726.13	193,945.54	205,978.62	212,999.73	211,754.69	269,317.22	547,535.15	601,302.68	573,770.96	591,147.09	469,187.86

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



FY 2009 Budget	924,600
% Budget Collected	6/30/2009
	51%

GENERAL FUND

Summary Statement of Revenues, Expenditures, and
Changes in Fund Balance- Budgetary Basis
For the Month Ended July 31, 2009
with comparatives: 7-31-03; 7-31-04; 7-31-05; 7-31-06; 7-31-07; 7-31-08

	7/31/2003	7/31/2004	7/31/2005	7/31/2006	7/31/2007	7/31/2008	7/31/2009	Amended Budget	Budgetary Variance Over/(Under)	% Budget
Revenues										
Sales, Use, & Luxury Taxes	6,611,295	7,291,342	8,347,046	9,283,705	9,391,053	8,976,520	8,061,271	11,896,353	(3,835,082)	-32%
Payment in Lieu of Taxes	141,097	200,454	178,216	234,984	303,572	299,760	305,391	2,035,000	(1,729,609)	-85%
Ad Valorem Taxes	2,546,757	2,796,869	2,844,435	3,145,722	3,654,363	3,983,638	4,733,370	3,981,000	752,370	19%
Licenses & Permits	1,549,761	1,595,847	1,723,805	1,921,186	2,287,093	2,262,695	1,807,849	2,078,575	(270,726)	-13%
Other Revenues	1,018,652	1,041,682	923,396	1,594,129	1,331,405	1,136,082	1,153,409	1,545,297	(391,888)	-25%
Total Revenues	11,867,561	12,926,193	14,016,898	16,179,726	16,967,506	16,658,694	16,061,290	21,536,225	(5,474,935)	-25%
Expenditures										
General Government										
Personnel Operating	1,032,275	1,118,855	1,182,257	1,259,025	1,391,952	1,480,821	1,599,283	2,052,627	(453,344)	-22%
Capital	638,125	662,757	688,524	775,118	866,190	806,680	1,103,918	1,503,642	(399,724)	-27%
	47,924	39,527	31,864	151,855	32,266	10,445	12,977	13,712	(735)	-5%
	1,718,323	1,821,138	1,902,645	2,185,998	2,290,408	2,297,946	2,716,178	3,569,981	(853,803)	-24%
Public Safety										
Personnel Operating	3,002,834	3,176,614	3,408,010	3,759,229	4,469,940	5,385,909	5,913,886	7,383,808	(1,469,922)	-20%
Capital	639,951	652,055	680,924	938,445	1,025,952	1,045,845	971,241	1,371,137	(399,896)	-29%
	282,768	188,988	103,867	275,481	236,113	177,130	95,290	91,728	3,562	4%
	3,925,554	4,017,656	4,192,801	4,973,155	5,732,005	6,608,884	6,980,417	8,846,673	(1,866,256)	-21%
Public Works										
Personnel Operating	1,411,949	1,476,756	1,580,920	1,629,489	1,834,998	1,670,089	1,874,061	2,459,890	(585,829)	-24%
Capital	786,197	822,877	913,013	1,070,764	1,031,144	1,064,770	966,771	1,531,194	(564,423)	-37%
	227,458	173,453	291,368	699,380	372,558	11,939	80,350	87,835	(7,485)	-9%
	2,425,604	2,473,085	2,785,300	3,399,633	3,238,699	2,746,798	2,921,182	4,078,919	(1,157,737)	-28%
Parks & Recreation										
Personnel Operating	658,103	713,939	775,223	790,465	850,508	989,742	1,048,021	1,340,009	(291,988)	-22%
Capital	400,525	446,274	543,747	502,831	487,515	517,770	462,882	585,422	(122,540)	-21%
	25,157	38,246	46,767	13,500	256,357	200,000	192,000	192,000	-	0%
	1,078,785	1,198,459	1,365,737	1,306,796	1,594,379	1,707,511	1,702,903	2,117,431	(414,528)	-20%
Total Departmental										
Personnel Operating	6,100,161	6,486,163	6,946,411	7,438,207	8,547,398	9,526,561	10,435,251	13,236,334	(2,801,083)	-21%
Capital	2,464,797	2,583,962	2,826,207	3,287,159	3,410,800	3,435,065	3,504,811	4,991,395	(1,486,584)	-30%
	583,308	440,214	473,865	1,140,216	897,294	399,514	380,617	385,275	(4,658)	-1%
	9,148,266	9,510,339	10,246,483	11,865,582	12,855,492	13,361,140	14,320,680	18,613,004	(4,292,324)	-23%
Other Financing Sources & Uses										
Debt Proceeds	278,591	6,000	-	-	-	-	-	-	-	-
Transfers to Debt Service	(2,049,292)	(1,642,152)	(1,826,897)	(2,207,383)	(2,418,270)	(2,429,874)	(2,363,958)	(2,610,186)	(246,228)	9%
Other Transfers & Uses	(398,138)	(536,094)	(840,214)	(721,465)	(804,920)	(389,133)	(670,180)	(798,433)	(128,253)	16%
Total Other Financing Sources/Uses	(2,168,838)	(2,172,246)	(2,667,112)	(2,928,848)	(3,223,190)	(2,819,006)	(3,034,138)	(3,408,619)	(374,481)	11%
Total Revenues Over Expenditures	550,456	1,243,608	1,103,304	1,385,297	888,824	478,548	(1,293,528)	(485,398)	(808,130)	
Unreserved Fund Balance, 10-01 (Inc) Dec Designations & Encumb	2,386,488	3,825,172	4,106,801	5,968,130	8,298,621	10,050,583	10,510,392			
Unreserved Fund Balance, 7-31	2,936,944	5,068,780	5,210,105	7,363,426	9,187,445	10,529,131	9,353,188			

Suzanne

From: Kim Briley [kmbriley@bellsouth.net]
Sent: Monday, August 24, 2009 3:58 PM
To: 'David McKelroy'
Cc: 'Mayor Small'; hensonsm@bellsouth.net
Subject: Recreation Programs



SDOC0713.pdf (61
KB)

David,

As an FYI- attached is a schedule of programs and the annual losses. Note that each year, the City's contribution to these programs increases. Overall, in fact, the programs do not "pay for themselves".

Kim Briley
Finance Director

-----Original Message-----

From: Kim [mailto:kmbriley@bellsouth.net]
Sent: Monday, August 24, 2009 5:59 PM
To: Kim
Subject:

This E-mail includes attached file(s) sent from "Ricoh 1075" (Aficio 1060).

Scan Date: 08.24.2009 17:59:28 (-0500)

Athletic Programs

<u>Project</u>	<u>FY 2005</u>	<u>FY 2006</u>	<u>FY 2007</u>	<u>FY 2008</u>	<u>TOTAL</u>	
61	Adult Leagues	15,425	12,090	12,640	27,020	67,175
	League/Franchise Fees	(468)	(760)	(900)	(1,260)	(3,388)
	Umpires	(13,652)	(16,856)	(24,553)	(21,335)	(76,396)
	Athletic Supplies	(1,116)	(1,306)	(1,018)	(1,642)	(5,082)
		<u>189</u>	<u>(6,832)</u>	<u>(13,831)</u>	<u>2,783</u>	<u>(17,691)</u>
63	Baseball	7,980	5,755	4,660	5,160	23,555
	Softball	5,863	5,015	5,350	4,050	20,278
	Summer Baseball	880	520	360	790	2,550
	League/Franchise Fees	(1,688)	(1,815)	(1,519)	(1,429)	(6,451)
	Umpires	(10,475)	(6,267)	(6,026)	(13,980)	(36,748)
	Athletic Uniforms	(3,849)	(7,282)	(6,251)	(5,705)	(23,087)
	Athletic Supplies	(2,346)	(919)	(637)	(542)	(4,444)
	Athletic Gear	(1,619)	(393)	-	(520)	(2,532)
	Portables	(350)	(400)	-	(75)	(825)
	Field Prep	(299)	(310)	-	-	(609)
	Equipment Purchased	(4,464)	(2,905)	(2,624)	(3,959)	(13,951)
		<u>(10,366)</u>	<u>(9,001)</u>	<u>(6,687)</u>	<u>(16,209)</u>	<u>(42,264)</u>
64	Cheerleading	1,995	1,985	1,860	1,666	7,506
	League/Franchise Fees	(1,225)	(1,350)	(1,200)	-	(3,775)
	Athletic Uniforms	(764)	(792)	(800)	(714)	(3,070)
	Athletic Supplies	(404)	(293)	(335)	(205)	(1,237)
		<u>(397)</u>	<u>(450)</u>	<u>(475)</u>	<u>748</u>	<u>(575)</u>
65	Football	8,761	9,789	11,524	11,997	42,069
	Summer Football	1,340	980	1,190	970	4,480
	Referees	(5,245)	(3,360)	(3,940)	(7,900)	(20,445)
	Athletic Uniforms	(2,787)	(3,063)	(3,552)	(5,694)	(15,097)
	Athletic Supplies	(1,739)	(1,134)	(968)	(1,065)	(4,905)
	Athletic Gear	(1,618)	(3,076)	(3,879)	(5,965)	(14,537)
	Portables	(1,665)	(628)	(364)	(690)	(3,346)
		<u>(2,953)</u>	<u>(492)</u>	<u>11</u>	<u>(8,347)</u>	<u>(11,781)</u>
66	Summer Volleyball	-	110	60	20	190
67	Soccer	28,918	26,163	27,345	24,240	106,665
	Summer Soccer	120	235	-	-	355
	Referees	(9,415)	(7,620)	(10,140)	(10,545)	(37,720)
	Athletic Uniforms	(7,050)	(6,869)	(6,799)	(6,505)	(27,223)
	Athletic Supplies	(4,787)	(3,704)	(3,225)	(2,681)	(14,397)
	Portables	(174)	(140)	(167)	-	(481)
	Equipment Purchased	(2,680)	(2,775)	(365)	(3,302)	(9,122)
		<u>4,932</u>	<u>5,289</u>	<u>6,648</u>	<u>1,207</u>	<u>18,077</u>
68	Summer Basketball	-	430	90	290	810
	Rev Over/(Under) Exp	<u>(8,596)</u>	<u>(10,946)</u>	<u>(14,184)</u>	<u>(19,508)</u>	<u>(53,234)</u>

Taste of the Eastern Shore
Fiscal Year 2009

Revenues

Tickets (1156 @ \$25)	28,900.00
Donation	5.00
Silent Auction	-
Raffle	-
Sponsor	-
Total Revenues	28,905.00

Expenses

Payroll	995.10
Contracted Services	2,500.00
Bands	3,500.00
Promotional Adv	496.25
Dumpsters/Portables	299.49
Temporary Services	680.00
Cleaning Supplies	847.92
Decorating Supplies	778.86
Concession Supplies	-
CC Rental	-
Total Expenses	10,097.62

Revenues > Expenses 18,807.38

786079-54201 - 33

Gross Total Ticket Sales Number	Athletics- Baseball		Athletics- Boy's Basketball		Athletics- Football		Athletics- Soccer		Athletics- Girl's Basketball		Athletics- Softball		Athletics- Volleyball		Band		Dance Team		General School		Total	
Tickets Sold - 1123																						
Dept Marked on Ticket or on Receipt	91	48	259	56	71	93	9	436	8													1123
Amount (Tickets per Dept x \$25 each)	\$ 2,275.00	\$ 1,200.00	\$ 6,475.00	\$ 1,400.00	\$ 1,775.00	\$ 2,325.00	\$ 225.00	\$ 10,900.00	\$ 200.00	\$ 10,900.00	\$ 200.00	\$ 200.00	\$ 1,300.00	\$ 4,630.45%								\$ 28,075.00
% of Tickets Sold by Department	8.10329%	4.27427%	23.06322%	4.98664%	6.32235%	8.26139%	0.80142%	38.82458%	0.71238%	38.82458%	0.71238%	0.71238%	4.63045%	100.000000%								
# TICKETS SOLD	91	48	259	56	71	93	9	436	8													1123
Tickets Sold - Without Dept Specifications (33)	\$ 66.85	\$ 35.26	\$ 190.27	\$ 41.14	\$ 52.16	\$ 68.32	\$ 6.61	\$ 320.31	\$ 5.88	\$ 38.20	\$ 38.20	\$ 5.88	\$ 38.20	\$ 28,900.00								\$ 825.00
TOTAL TICKET RECEIPTS	\$ 2,341.85	\$ 1,235.26	\$ 6,665.27	\$ 1,441.14	\$ 1,827.16	\$ 2,393.32	\$ 231.61	\$ 11,220.31	\$ 205.88	\$ 1,338.20	\$ 1,338.20	\$ 205.88	\$ 1,338.20	\$ 28,900.00								\$ 825.00
\$5 Donation to TOTES	\$ 0.41	\$ 0.21	\$ 1.15	\$ 0.25	\$ 0.32	\$ 0.41	\$ 0.04	\$ 1.94	\$ 0.04	\$ 0.23	\$ 0.23	\$ 0.04	\$ 0.23	\$ 5.00								\$ 5.00
Total Revenues	\$ 2,342.26	\$ 1,235.47	\$ 6,666.42	\$ 1,441.39	\$ 1,827.48	\$ 2,393.74	\$ 231.65	\$ 11,222.25	\$ 205.91	\$ 1,338.43	\$ 1,338.43	\$ 205.91	\$ 1,338.43	\$ 28,905.00								\$ 28,905.00

Total Costs Incurred by Civic Center (to be divided between departments) \$ 10,097.62

6

Total Revenues Per Department (Line 11)	\$ 2,342.26	\$ 1,235.47	\$ 6,666.42	\$ 1,441.39	\$ 1,827.48	\$ 2,393.74	\$ 231.65	\$ 11,222.25	\$ 205.91	\$ 1,338.43	\$ 1,338.43	\$ 205.91	\$ 1,338.43	\$ 28,905.00								\$ 28,905.00
Expenses Incurred (Line 10) x % Line 4	\$ 818.24	\$ 431.60	\$ 2,328.94	\$ 503.53	\$ 638.41	\$ 836.22	\$ 80.92	\$ 3,920.36	\$ 71.93	\$ 467.57	\$ 467.57	\$ 71.93	\$ 467.57	\$ 10,097.62								\$ 10,097.62
Total Due Per Department	\$ 1,524.02	\$ 803.88	\$ 4,337.59	\$ 937.86	\$ 1,189.07	\$ 1,557.51	\$ 150.73	\$ 7,301.89	\$ 133.98	\$ 870.87	\$ 870.87	\$ 133.98	\$ 870.87	\$ 18,807.38								\$ 18,807.38
City's Donation of \$8,000 - % of Ticket Sales	\$ 648.26	\$ 341.94	\$ 1,845.06	\$ 398.93	\$ 505.79	\$ 662.51	\$ 64.11	\$ 3,105.97	\$ 56.99	\$ 370.44	\$ 370.44	\$ 56.99	\$ 370.44	\$ 8,000.00								\$ 8,000.00
Total Per Department	\$ 2,172.28	\$ 1,145.82	\$ 6,182.65	\$ 1,336.79	\$ 1,694.86	\$ 2,220.02	\$ 214.84	\$ 10,407.85	\$ 190.97	\$ 1,241.30	\$ 1,241.30	\$ 190.97	\$ 1,241.30	\$ 26,807.38								\$ 26,807.38

Total Per Department	Athletics- Baseball		Athletics- Boy's Basketball		Athletics- Football		Athletics- Soccer		Athletics- Girl's Basketball		Athletics- Softball		Athletics- Volleyball		Band		Dance Team		General School		Total	
\$ 2,172.28																						\$ 26,807.38

NEW BUSINESSES

August-09

CITY LIMITS		CONTRACTORS	
BLUE WATER LANDSCAPE MAINTENANCE	1	CHEYENNE STEEL, INC	1
H2O SOLUTIONS	1	WEEMS DRYWALL, INC	1
FRESH CUT	1	INTEGRITY ROOFING & CONTRACTING, LLC	1
STUDIO WHITE LOTUS	1	BRIGHT'S DRIVEWAY REPAIR & SEALING	1
MOTORSPORTS UNLIMITED	1	HOYT LANE & SON PLUMBING, INC	1
MOBILE EDUCATORS CREDIT UNION	1	C.L. WEAVER CONSTRUCTION	1
LOS TACOS	1	JAMES FAULKNER	1
COUMANIS & YORK P.C.	1	NES, INC	1
JASON H CROMLEY	1	R & B ROOFING LLC	1
TOTAL INSIDE CITY LIMITS	9	BACKYARD TRADITIONS LLC	1
		LARRY K WILLIAMS	1
		METRO WATERPROOFING	1
OUTSIDE CITY LIMITS		BAN BREEZE HEATING AND AIR	1
GREAT KITCHENS	1	D.C. CONSTRUCTION	1
WORLD COLOR (USA) CORP	1	BACKYARD PARADISE	1
3M UNITEK	1	BILL YANCE CONSTRUCTION	1
GAME DAY SPORTS, LLC	1	TOTAL CONTRACTORS	16
ISYS-POS SYSTEMS AND SERVICE	1		
FLORIDA EXTRUDERS INT'L, INC	1	TOTAL NEW BUSINESSES	55
CANON BUSINESS SOLUTIONS	1		
EAST BAY CABINET SOLUTIONS	1	BUSINESSES CLOSED IN DAPHNE	
MCCOY'S LANDSCAPING INC	1	ROUSSO'S	1
ALL OVER BUSINESS SERVICES	1	TOTAL BUSINESSES CLOSED IN DAPHNE	1
CASUALS ETCETERA INC	1		
CARLISLE KIDS INC	1		
INDUSTRIAL FIRE & SAFETY EQUIPMENT	1		
WIRTGEN AMERICA, INC	1		
MUELLER DESIGN GROUP	1		
ALOHA GRASS LAWN CARE	1		
S&S LANDSCAPING AND CONSTRUCTION	1		
SCHULTE BUILDING SYSTEMS, INC	1		
EMERALD COAST TRUSS, LLC	1		
STAPLES CONTRACT & COMMERCIAL, INC	1		
NEOPOST LEASING	1		
LIFECCELL CORP	1		
DIRECT CAPITAL CORP	1		
JAMES SUMPTER	1		
STELLA & DOT	1		
ROCAL, INC	1		
GE TF TRUST	1		
PANASONIC CORP OF NORTH AMERICA	1		
EMPIRE TRUCK SALES, LLC	1		
PREMIER BATHS, INC	1		
TOTAL OUTSIDE CITY LIMITS	30		

Public Safety Committee
Wednesday, September 9, 2009

Councilman Greg Burnam, Chairman Councilman Gus Palumbo Councilman Derek Boulware Fire Chief James White PW Sup. Bill Eady	Police Chief David Carpenter Captain Scott Taylor Captain Daniel Bell Tracy Bishop - Secretary
--	---

Committee Members Attending:

Councilman Gus Palumbo, Councilman Greg Burnam, Chief James White, Lt. Jud Beedy, Chief Carpenter.

CALL TO ORDER

Councilman Burnam **convened** the meeting at 4:35 p.m.

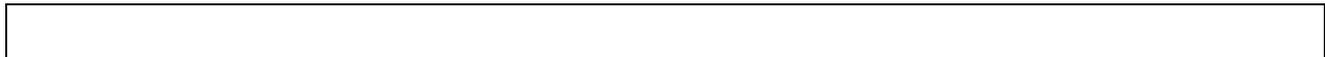
PUBLIC PARTICIPATION – Henry Lawson was in attendance letting the PSC know that there is a covenant in Lake Forest stating that you cannot burn. Chief White stated that the city cannot enforce Lake Forest covenants. He also voiced his concern about abandoned houses in Lake Forest. It was recommended to him to get in touch with Richard Merchant, Building Inspector because he can condemn such houses. Chief Carpenter stated that if there was a problem with the yards being overgrown and such, the Code Enforcement Officer would handle that aspect of the problem. Scott Drew was also present complaining on noise ordinance offenders in the area of Fernwood Cir and Ridgewood Dr. Chief Carpenter commented that we had quite a few D-Runs in the PSC packet and that we do them continuously, month after month, and that we would continue D-Runs in his area to try and cut down on the loud music. Henry Lawson also addressed the definition of commercial vehicle with Lt. Beedy. Lt. Beedy commented that the definitions have not changed. The definition of a commercial vehicle was shown to Mr. Lawson from the codification code book and explained to him that the definition was correct by planning code but not for police enforcement. Mr. Lawson kept quoting covenants of Lake Forest and it was told to him that the city cannot enforce their covenants.

Mr. Palumbo showed photos of signs that were improperly posted. Lt. Beedy stated that they had been taken care of. He also had a photo of a tow truck lifting a vehicle up in the air for advertisement. He stated that it does not relax the entire ordinance. He also complained of the sign walkers on the north side of I-10. It was explained to him that they are in the county’s jurisdiction and the county should be called. Chief told Mr. Palumbo that the police would check on it. Chief stated that if they would make it in the city limits we would enforce it.

APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from August 2009 Meeting

Mr. Burnam made a motion to approve the minutes. The motion was seconded by Mr. Palumbo. The motion passed.



FIRE DEPARTMENT

A. New Business

Statistics for July 2009 were reviewed. Chief White explained that the house fire on 4th Street has been portrayed that the fire department was out of water. That is not correct. He had asked Park City Water at a previous time if we could inspect their hydrants and maintain them and they refused. This particular hydrant was 1979 and was stripped out. There are several in Park City like that. The Press tried to say that they had no water but they had pumpers on scene full of water. Mr. Burnam questioned the 15 minute response time. Chief White told him he would call him in the morning with that information.

B. Old Business

POLICE DEPARTMENT

A. New Business

1. Statistics for July 2009 were reviewed. Chief Carpenter reviewed the stats.

Old Business

OTHER BUSINESS

ADJOURN

There being no further business to discuss, Mr. Boulware adjourned the meeting at 5:45 p.m. The next meeting will be Wednesday, October 14, 2009 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: July 2009

	Current:	FY to Date:
Suppression:		
1-Fire/Explosion:	-	-
10-Fire, Other	1	11
11-Structure Fire/Commercial	1	2
11-Structure Fire/Residential	5	14
12-Fire in Mobile Property used as fixed structure	0	0
13-Mobile Property (vehicle) Fire	1	2
14-Natural Vegetation Fire	3	7
15-Outside Rubbish Fire	1	2
16-Special Outside Fire	1	2
17-Cultivated Vegetable Crop Fire	0	0
2-Overpressure Rupture:	0	0
3-Rescue Call and Emergency Medical Service Incidents:	127	822
4-Hazardous Conditions (No fire):	2	26
5-Service Call:	15	135
6-Good Intent Call:	12	76
7-False Alarm & False Call:	16	96
8-Severe Weather & Natural Disaster:	0	0
9-Other Situation:	0	2
Total Emergency Calls:	172	1157
Monthly Total Calls:	185	2186
Response Time:		
Highest:	15	17
Lowest:	<1	<1
Average (Minutes/Seconds) :	15/<1	4/12
Miscellaneous Reports:		
Training Hours	234	775.50
Property Loss - \$	500.00	940,000
Fire Personnel Injuries by Fire/Civilian Injuries by Fire	0	2
Advance Life Support Rescues	89	390
Number of Patients Treated	134	586
Child Passenger Safety Seat Inspections/Installations	11	42
Classes		
Classes	2	14
Persons Attending	166	1414
Plan Reviews		
Plan Reviews	2	28
Final/Certificate of Occupancy	0	5
General/Annual Inspections	98	783
General/Re-Inspections (Violation Follow-up - Annual)	12	113
Business Licenses	12	53
Consultations-	7	0
All Other/Misc. Activities	0	1
Total Activities:	131	983

Authorized by:

James White

Chief James White

Daphne Police Department				Monthly Report July 2009				Crimes Reported This Month:		
Patrol Division		Detective Division:		JAIL:		Animal Control				
(Capt. Bell/Lt. Hempfleng)		(Capt. Bell/Lt. Beedy)		(Capt. Taylor/Lt. Yelding)		(Capt. Taylor/ Lt.Yelding)				
						YTD				
# Complaints	1,164	# New Cases Received:	36	Total Arrestees Received & Processed:	171	1,729		Arson	0	
# Misd. Arrests	59	# Previous Unsolved Cases:	115	Arrestees by Agency:			#Complaints	47	Burglary – Commercial	0
# Felony Arrests	4	# Cases Solved:	33	Daphne PD	117	1,279	#Follow-ups	93	Burglary – Residence	2
DUI Arrests	14	Resulting in Total Arrests:	8	BCSO	4	49	#Citations	3	Burglary - Vehicle	1
Alias Warrant Arrests	25	Felonies:	4	Spanish Fort PD	38	298	#Warnings	2	Criminal Mischief	5
Citations	525	Misdemeanors:	4	Silverhill PD	11	91	#Felines Captured	30	Disorderly Conduct	1
Close Patrols	408	Houses Searched	0	Troopers	1	8	#Canines Captured	22	Domestic Disturbance	21
Warnings	122			Other Agencies	0	4	#Other Captured	26	False Info to Police	0
Motorist Assists	204						#Returned to Owner	3	Felony Assault	0
Roadway Accidents	56	Warrants:					#Adopted Out	25	Felony Theft	11
Private Property Accidents	16	Bettner Served	56				#Euthanized	19	Harassment	8
Traffic Homicide	0	Agency Assists	18	Highest	47				Identity Theft	2
		Recalls (Pd Fines)	31	Lowest	32				Indecent Exposure	0
DRUG REPORT		Total Warrants Served	105						Kidnapping	1
ROUTINE PATROL/SPECIAL OPS				Meals Served	3,471	29,278			Menacing	2
		Sex Offender:		Medical Cost	\$3,631.64	\$19,694.15			Misdemeanor Assault	0
# Misd. Marijuana Arrest	1	New Registration:	0	Worker Inmate Hours	802	6,504			Misdemeanor Theft	18
# Felony Marijuana Arrest	1	Contact Verification	2						Murder	0
# Controlled Substance Arrest:	1	Total # registered in Daphne	2						Other Death Investigations	0
# Drug Paraphernalia Arrest	0	DARE:							Public Intoxication	0
Vehicles Searched	55	# Hours Report Writing:							Public Lewdness	0
		# Students Instructed SRO							Receiving Stolen Property	1
Drugs Seized:	2	# Students Instructed DARE							Reckless Endangerment	0
Type: marijuana, lortab		# Police Reports by SRO							Resisting Arrest	0
Money Seized	0	# Arrest by SRO							Robbery	0
Vehicles Seized	0								Sex Crime Investigations	1
		CODE ENFORCEMENT:							Suicide	0
Commercial Vehicle Inspections	7	Warnings:	11						Suicide, attempted	0
		Citations	3						Theft of Services	0
		Warning Compliance	18						Unauthorized Use of Services	1
		Follow – Up	20						Weapon Offenses	0
									White Collar Crimes	6
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:

DRAFT

City of Daphne Recreation Board Minutes

2605 Hwy 98

Daphne, Al. 36526

September 9, 2009

6:30 pm

Members Present: Chairman Ed Nelson, Rick Cleveland, John Peterson, Kit Smith

Members Absent: Matt Cunningham, Eric Smith, Lynn Thompson-Yates

Advisory Staff Present: Councilman Greg Burnam and David McKelroy, Parks and Recreation Director

Call to Order

The meeting was called to order by Chairman Ed Nelson at 6:30 pm.

Public Participation

The Recreation Board meeting was held at the Nicholson Center. Chairman Ed Nelson along with Councilwomen Cathy Barnette and six neighborhood residents discussed possible uses for the Nicholson Center and its impact on the local residents. It was recommended that the Nicholson Center should be used as a Community Center for meetings, training and social gatherings suitable for a residential neighborhood.

Review and approval of Minutes

Motion was made by John Peterson and seconded by Kit Smith to approve the August 12, 2009 minutes. Motion passed.

Program Reports

Participation numbers were presented for all current programs.

Old / New Business

Status of Previous Request to Staff The following items were discussed: Soil sample at Trione, program participation reports, evaluation questionnaire, phased program for construction, strategic plan, equipment inventory system and screening of volunteer coaches.

Status of Previous Request to Council The following items were discussed: Completion of Trione project, lodging tax proposal, changing of board status and bank account system for recreation.

It was recommended that the board nominate two alternate board members.

It was recommended that the board nominate two youth representatives.

DRAFT

Plans for the new restrooms / concession stands at Trione soccer and football fields were presented. Cost estimated was requested to be gotten from the director.

Due to Veterans Day holiday being on the Recreation Boards scheduled meeting day in November, the board voted to meet on the 18th

Parks and Recreation FY2010 budget information was provided.

Comments from Director

Approval of planting trees at the Dog Park and funding and installing benches and bench swings at Bay Front Park was requested. Both requests were approved by the board.

Adjourn

No further business, meeting was adjourned.

**CITY COUNCIL MEETING
MAYOR'S REPORT**

NOTES:

CITY ATTORNEY'S REPORT

NOTES:

DEPARTMENT HEAD'S COMMENTS

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

NOTES:

RECOMMENDATIONS

COUNCIL COMMENTS:

RESOLUTION 2009-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE APPROVING A PETITION FILED WITH THE CITY COUNCIL SEEKING AUTHORITY TO AMEND THE CERTIFICATE OF INCORPORATION OF THE RENAISSANCE IMPROVEMENT DISTRICT

WHEREAS, a petition was filed with the City Council of the City of Daphne (the “City Council”), the governing body of the City of Daphne (the “City”), requesting authority to amend the Certificate of Incorporation of the Renaissance Improvement District (the “District”) under the provisions of the statutes codified as Chapter 99A of Title 11 of the Code of Alabama 1975, as heretofore or hereafter amended or supplemented (the “Act”), which petition is attached hereto as Exhibit A (the “Petition”);

WHEREAS, the Act authorizes the amendment of the Certificate of Incorporation of the District in accordance with the provisions of the Act;

WHEREAS, the Commission has duly reviewed the contents of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, as follows:

1. That it is expedient that the Certificate of Incorporation of the District be amended to expand the board of directors of the District from four (4) to five (5) directors, that the additional director be elected by the City, that the initial term for the additional director shall end on June 5, 2012, and the term of office thereafter for the additional director shall be three years.

2. That the Petitioners (as defined in the Petition) are authorized by the City Council to proceed to amend the Certificate of Incorporation of the District by filing for record the Amendment to Certificate of Incorporation in accordance with the provisions of Section 11-99A-22 of the Act.

3. The officers of the City and any person or persons designated and authorized by any officer of the County to act in the name and on behalf of the City, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the City, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this resolution and the amendment of the Certificate of Incorporation of the District.

John Lake
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen,
City Clerk, MMC

EXHIBIT A

**TO THE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE APPROVING
PETITION FILED WITH THE CITY COUNCIL SEEKING AUTHORITY TO AMEND THE
CERTIFICATE OF INCORPORATION OF RENAISSANCE IMPROVEMENT DISTRICT**

Certified copy of the Petition to Amend the Certificate of Incorporation of Renaissance Improvement District.

EXHIBIT A

**TO THE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE APPROVING
PETITION FILED WITH THE CITY COUNCIL SEEKING AUTHORITY TO AMEND THE
CERTIFICATE OF INCORPORATION OF RENAISSANCE IMPROVEMENT DISTRICT**

Certified copy of the Petition to Amend the Certificate of Incorporation of Renaissance Improvement District.

**PETITION TO AMEND THE CERTIFICATE OF INCORPORATION
OF
RENAISSANCE IMPROVEMENT DISTRICT**

The undersigned (the "Petitioners"), Terry Ogletree, as Chairman of Renaissance Improvement District (the "District"), and Howard Patterson, as Secretary of the District, do hereby apply to the City Council of the City of Daphne (the "City") for authority to amend the Certificate of Incorporation of the District under the provisions of the statutes codified as Chapter 99A of Title 11 of the Code of Alabama 1975, as heretofore or hereafter amended or supplemented (the "Act"), and state the following:

1. The Certificate of Incorporation of the District was filed with the Office of the Judge of Probate of Baldwin County, Alabama on June 5, 2007 (the "Certificate").

2. The Certificate provides that the board of directors for the District (the "Board") shall consist of four (4) directors. The District wishes to amend the Certificate in order to expand the number of directors for the Board to five (5). The fifth director shall be elected by the City, and said director's term shall begin immediately upon his or her election after the effective date of the Amendment to Certificate of Incorporation (the "Amendment"), and shall end on June 5, 2012. The term of office of the new director added by the Amendment shall, following the initial term of such new director, be for a period of three years.

3. The proposed form of the Amendment is attached hereto as Exhibit A.

4. The Petitioners do hereby request that the City adopt a resolution declaring it expedient that the Certificate be amended to expand the number of directors for the Board as described in the paragraphs above, and authorizing Terry Ogletree and Howard Patterson, who are the Chairman and Secretary of the District, respectively, to proceed to amend the Certificate by the filing for record of the Amendment in accordance with the provisions of Section 11-99A-22 of the Act.

5. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, this 11th
day of September, 2009.



Terry Ogletree, Chairman



Howard Patterson, Secretary

EXHIBIT A

**TO THE PETITION TO AMEND THE CERTIFICATE OF INCORPORATION OF
RENAISSANCE IMPROVEMENT DISTRICT**

See attached proposed form of Amendment to Certificate of Incorporation for the District.

**AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE IMPROVEMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS that the undersigned (the "Petitioners"), Terry Ogletree, as Chairman of Renaissance Improvement District (the "District"), and Howard Patterson, as Secretary of the District, in order to amend the Certificate of Incorporation of the District under the provisions of the statutes codified as Chapter 99A of Title 11 of the Code of Alabama 1975, as heretofore or hereafter amended or supplemented (the "Act"), do make, sign, execute, acknowledge and file this Amendment to Certificate of Incorporation (this "Amendment") as follows:

1. The name of the District is "Renaissance Improvement District".
2. The original Certificate of Incorporation of the District was filed with the Office of the Judge of Probate of Baldwin County, Alabama on June 5, 2007 (the "Certificate").
3. At present the Certificate provides that the Board of Directors of the District (the "Board") shall consist of four (4) directors. The District wishes to amend the Certificate in order to expand the number of directors for the Board to five (5).
4. The City Council of the City of Daphne, Alabama (the "City") adopted its authorizing resolution in accordance with the Act on _____, 2009, a certified copy of which is attached hereto as Exhibit A and made a part hereof.
5. The Board adopted its authorizing resolution in accordance with the Act on _____, 2009, a certified copy of which is attached hereto as Exhibit B and made a part hereof.
6. The petition filed with the City in accordance with Section 11-99A-22 of the Act is identical to the copy thereof attached hereto as Exhibit C.
7. For the purpose of expanding the number of directors for the Board, the Certificate shall be amended to provide for the addition of a fifth director.
8. In connection with the expansion of the Board, the fifth director shall be elected by the City, and said director's term shall begin immediately upon his or her election after the effective date of this Amendment and shall end on June 12, 2012. The term of office of the new director added by this Amendment shall, following the initial term of such new director, be for a period of three years.
9. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, this ____
day of _____, 2009.

Terry Ogletree, Chairman

Howard Patterson, Secretary

STATE OF _____)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ whose name is signed and subscribed to the foregoing Amendment to Certificate of Incorporation and who is known to me, acknowledged before me on this date that, being informed of the contents of said Amendment to Certificate of Incorporation, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2009.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ whose name is signed and subscribed to the foregoing Amendment to Certificate of Incorporation and who is known to me, acknowledged before me on this date that, being informed of the contents of said Amendment to Certificate of Incorporation, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2009.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A
TO THE AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE IMPROVEMENT DISTRICT

Certified copy of the Resolution of the City Council of the City of Daphne, Alabama attached.

EXHIBIT B
TO THE AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE IMPROVEMENT DISTRICT

Certified copy of the Resolution of the Board of Directors of the Renaissance Improvement District.

EXHIBIT C
TO THE AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE IMPROVEMENT DISTRICT

Certified copy of the Petition to Amend the Certificate of Incorporation of Renaissance Improvement District.

RESOLUTION 2009-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE APPOINTING A DIRECTOR TO THE BOARD OF DIRECTORS OF THE RENAISSANCE IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “City Council”) of the City of Daphne, Alabama (the “City”) adopted Resolution No. 2009-91, which approved the amendment to the Certificate of Incorporation of Renaissance Improvement District (the “Improvement District”) in accordance with Chapter 99A of Title 11 of the Code of Alabama (1975), as amended (the “Act”), in order to expand the number of directors of the Improvement District; and

WHEREAS, the City Council desires to appoint John C. Hancock to the Improvement District’s Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA as follows: That John C. Hancock is hereby elected by the City Council as the fifth director of the Board of Directors of the Improvement District to serve from the date hereof until 12:01 a.m. on June 5, 2012.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ALABAMA, this _____ day of _____, 2009.

John Lake,
Council President
Date & Time Signed:

Fred Small,
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen,
City Clerk, MMC

JOHN C. HANCOCK

Address 1257 Patrick Street
Daphne, Alabama 36526
Home 251-626-8122
Office 251-621-1710
Cell 251-510-6965
hancockj@swbconst.com

Objective Secure appointment to the Board of Directors of the
Renaissance Improvement District and the Renaissance
Cooperative District

Qualifications Forty six years experience performing engineering,
procurement, construction and construction management
for industrial projects

For the last 13 years, Manager of Project Services for
SW&B Construction Company from its southern office
located in Daphne, Alabama.

SW&B Construction Company is a wholly owned
subsidiary of BE&K of Birmingham, Alabama and of
Kellogg Brown & Root of Houston, Texas

Past employers include Rust Engineering, Simons
Eastern Engineering, Lockwood Greene Engineers,
Algernon Blair Industrial Contractors, Union Camp
Corporation, Blount Brothers and Ralston Purina

Graduated from the University of Alabama in 1963 with
a BS in Mechanical Engineering

Life member of the American Society of Mechanical
Engineers

Married to Joan LaFan Hancock for forty seven years and
have two married children and two grandsons

Active member of the First Baptist Church of Fairhope,
Alabama serving as deacon

Past President and present Board Member of the Dennis
Lake Hunting Club

Licenses

Alabama Registered Professional Engineer
Arizona General Commercial Contractor
Arizona Boilers, Steamfitters & Process Piping
Arkansas Building Contractor
Arkansas Boiler Repair Contractor
California General Engineering Contractor
Connecticut Heating, Piping & Cooling Contractor
Florida Building Contractor
Florida Mechanical Contractor
Louisiana Building Construction Contractor
Louisiana Heavy Construction Contractor
Mississippi Building Construction Contractor
Mississippi Mechanical Contractor
Nevada Building Contractor
Nevada Mechanical Contractor
North Carolina General Contracting
Oklahoma Mechanical Contractor
Oklahoma Boiler & Pressure Vessels Contractor
Oklahoma Natural Gas Contractor
South Carolina Building Contractor
South Carolina Boiler Installation Contractor
South Carolina Pressure & Process Piping Contractor
Tennessee Industrial Building Contractor
Tennessee Mechanical Contractor
Utah General Engineering Contractor
West Virginia General Building Contractor
West Virginia Piping Contractor

RESOLUTION 20009-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE APPROVING A PETITION FILED WITH THE CITY COUNCIL SEEKING AUTHORITY TO AMEND THE CERTIFICATE OF INCORPORATION OF THE RENAISSANCE COOPERATIVE DISTRICT

WHEREAS, a petition was filed with the City Council of the City of Daphne (the “City Council”), the governing body of the City of Daphne (the “City”), requesting authority to amend the Certificate of Incorporation of the Renaissance Cooperative District (the “District”) under the provisions of the statutes codified as Chapter 99B of Title 11 of the Code of Alabama 1975, as heretofore or hereafter amended or supplemented (the “Act”), which petition is attached hereto as Exhibit A (the “Petition”);

WHEREAS, the Act authorizes the amendment of the Certificate of Incorporation of the District in accordance with the provisions of the Act;

WHEREAS, the City Council has duly reviewed the contents of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, as follows:

1. That it is expedient that the Certificate of Incorporation of the District be amended to expand the board of directors of the District from four (4) to five (5) directors, that the additional director be elected by the governing body of the Renaissance Improvement District, that the initial term for the additional director shall end upon the fourth anniversary of the filing of the Amendment to the Certificate of Incorporation of the District for record, and the term of office thereafter for the additional director shall be four years.

2. That the Petitioners (as defined in the Petition) are authorized by the City Council to proceed to amend the Certificate of Incorporation of the District by filing for record the Amendment to Certificate of Incorporation in accordance with the provisions of Section 11-99B-5 of the Act.

3. The officers of the City and any person or persons designated and authorized by any officer of the County to act in the name and on behalf of the City, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the City, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this resolution and the amendment of the Certificate of Incorporation of the District.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DAPHNE, ALABAMA this _____ day of _____, 2009.**

**John Lake,
Council President**

Date & Time Signed: _____

**Fred Small,
Mayor**

Date & Time Signed: _____

ATTEST:

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

EXHIBIT A

**TO THE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE
APPROVING PETITION FILED WITH THE CITY COUNCIL SEEKING AUTHORITY
TO AMEND THE CERTIFICATE OF INCORPORATION OF RENAISSANCE
COOPERATIVE DISTRICT**

Certified copy of the Petition to Amend the Certificate of Incorporation of Renaissance Cooperative District.

EXHIBIT A

**TO THE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE APPROVING
PETITION FILED WITH THE CITY COUNCIL SEEKING AUTHORITY TO AMEND THE
CERTIFICATE OF INCORPORATION OF RENAISSANCE COOPERATIVE DISTRICT**

Certified copy of the Petition to Amend the Certificate of Incorporation of Renaissance Cooperative District.

**PETITION TO AMEND THE CERTIFICATE OF INCORPORATION
OF
RENAISSANCE COOPERATIVE DISTRICT**

The undersigned (the "Petitioners"), Terry Ogletree, as Chairman of Renaissance Cooperative District (the "District"), and Charles Patterson, as Secretary of the District, do hereby apply to the City Council of the City of Daphne (the "City") and the governing body of the Renaissance Improvement District (the "Improvement District") for authority to amend the Certificate of Incorporation of the District under the provisions of the statutes codified as Chapter 99B of Title 11 of the Code of Alabama 1975, as heretofore or hereafter amended or supplemented (the "Act"), and state the following:

1. The Certificate of Incorporation of the District was filed with the Office of the Judge of Probate of Baldwin County, Alabama on July 10, 2007 (the "Certificate").

2. The Certificate provides that the board of directors for the District (the "Board") shall consist of four (4) directors. The District wishes to amend the Certificate in order to expand the number of directors for the Board to five (5). The fifth director shall be elected by the Improvement District, and said director's term shall begin immediately upon his or her election after the effective date of the Amendment to Certificate of Incorporation (the "Amendment"), and shall end upon the fourth anniversary date of the filing for record of the Amendment. The term of office of the new director added by the Amendment shall, following the initial term of such new director, be for a period of four years.

3. The proposed form of the Amendment is attached hereto as Exhibit A.

4. The Petitioners do hereby request that the City and the Improvement District adopt a resolution declaring it expedient that the Certificate be amended to expand the number of directors for the Board as described in the paragraphs above, and authorizing Terry Ogletree and Charles Patterson, who are the Chairman and Secretary of the District, respectively, to proceed to amend the Certificate by the filing for record of the Amendment in accordance with the provisions of Section 11-99B-5 of the Act.

5. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of
this 11th day of September, 2009.



Terry Ogletree, Chairman



Charles Patterson, Secretary

EXHIBIT A

**TO THE PETITION TO AMEND THE CERTIFICATE OF INCORPORATION OF
RENAISSANCE COOPERATIVE DISTRICT**

See attached proposed form of Amendment to Certificate of Incorporation for the District.

**AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE COOPERATIVE DISTRICT**

KNOW ALL MEN BY THESE PRESENTS that the undersigned (the "Petitioners"), Terry Ogletree, as Chairman of Renaissance Cooperative District (the "District"), and Charles Patterson, as Secretary of the District, in order to amend the Certificate of Incorporation of the District under the provisions of the statutes codified as Chapter 99B of Title 11 of the Code of Alabama 1975, as heretofore or hereafter amended or supplemented (the "Act"), do make, sign, execute, acknowledge and file this Amendment to Certificate of Incorporation (this "Amendment") as follows:

1. The name of the District is "Renaissance Cooperative District".
2. The original Certificate of Incorporation of the District was filed with the Office of the Judge of Probate of Baldwin County, Alabama on July 10, 2007 (the "Certificate").
3. At present the Certificate provides that the Board of Directors of the District (the "Board") shall consist of four (4) directors. The District wishes to amend the Certificate in order to expand the number of directors for the Board to five (5).
4. The City Council of the City of Daphne, Alabama (the "City") adopted its authorizing resolution in accordance with the Act on _____, 2009, a certified copy of which is attached hereto as Exhibit A and made a part hereof.
5. The governing body of the Renaissance Improvement District (the "Improvement District") adopted its authorizing resolution in accordance with the Act on _____, 2009, a certified copy of which is attached hereto as Exhibit B and made a part hereof.
6. The Board adopted its authorizing resolution in accordance with the Act on _____, 2009, a certified copy of which is attached hereto as Exhibit C and made a part hereof.
7. The petition filed with the City in accordance with Section 11-99B-5 of the Act is identical to the copy thereof attached hereto as Exhibit D.
8. For the purpose of expanding the number of directors for the Board, the Certificate shall be amended to provide for the addition of a fifth director.
9. In connection with the expansion of the Board, the fifth director shall be elected by the Improvement District, and said director's term shall begin immediately upon his or her election after the effective date of this Amendment and shall end upon the fourth anniversary date of the filing for record of this Amendment. The term of office of the new director added by this Amendment shall, following the initial term of such new director, be for a period of four years.
10. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, this ____
day of _____, 2009.

Terry Ogletree, Chairman

Charles Patterson, Secretary

STATE OF _____)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ whose name is signed and subscribed to the foregoing Amendment to Certificate of Incorporation and who is known to me, acknowledged before me on this date that, being informed of the contents of said Amendment to Certificate of Incorporation, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2009.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ whose name is signed and subscribed to the foregoing Amendment to Certificate of Incorporation and who is known to me, acknowledged before me on this date that, being informed of the contents of said Amendment to Certificate of Incorporation, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2009.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A
TO THE AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE COOPERATIVE DISTRICT

Certified copy of the Resolution of the City Council of the City of Daphne, Alabama attached.

EXHIBIT B
TO THE AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE COOPERATIVE DISTRICT

Certified copy of the Resolution of the Board of Directors of the Renaissance Improvement District.

EXHIBIT C
TO THE AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE COOPERATIVE DISTRICT

Certified copy of the Resolution of the Board of Directors of the Renaissance Cooperative District.

EXHIBIT D
TO THE AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
RENAISSANCE COOPERATIVE DISTRICT

Certified copy of the Petition to Amend the Certificate of Incorporation of Renaissance Cooperative District.

RESOLUTION 2009-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE REAPPOINTING ONE DIRECTOR TO THE BOARD OF DIRECTORS OF RENAISSANCE IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Daphne (the “City”) previously approved the formation of the Renaissance Improvement District (the “District”) in accordance with Chapter 99A of Title 11 of the Code of Alabama (1975), as amended (the “Act”);

WHEREAS, Lee D. M. Pittman’s term as a member of the Board of Directors of the District expired on June 5, 2009;

WHEREAS, the Act authorizes a member of the Board of Directors of a District to remain a Board member beyond his or her expiration date until a successor member is appointed by the appointing government; and

WHEREAS, the City desires to reappoint Lee D. M. Pittman as a member of the District’s Board of Directors for an additional term.

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

1. That Lee D. M. Pittman is hereby reappointed by the Council as a member of the District’s Board of Directors.
2. The term of Lee D. M. Pittman shall begin immediately upon his reappointment and shall end at 11:59 p.m. on June 5, 2012.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this _____ day of _____, 2009.

John Lake,
Council President
Date & Time Signed: _____

Fred Small,
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen,
City Clerk, MMC

**RESOLUTION NO. 2009-95
2009-EE-GARBAGE CARTS**

WHEREAS, The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$15,000; and

WHEREAS, The City of Daphne acknowledges that the cost for the GARBAGE CARTS will exceed this amount; and

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

WHEREAS, Staff recommends the bid for the GARBAGE CARTS be awarded to Ameri-Kart Corporation.

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 Ameri-Kart Corporation for unit cost as follows:

96 Gallon	43.50
64 Gallon	37.50

** Cost is for full truckloads*

as specified in BID SPECIFICATION NO. 2009-EE-GARBAGE CARTS.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ day of _____, 2009.

John Lake, Council President

Date & Time Signed:_____

Fred Small, Mayor

Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION NO. 2009-96
2009-FF- CITY HALL PARKING LOT IMPROVEMENTS

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 50,000; and

WHEREAS, The City of Daphne acknowledges that the cost for the CITY HALL PARKING LOT IMPROVEMENTS will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the CITY HALL PARKING LOT IMPROVEMENTS and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the CITY HALL PARKING LOT IMPROVEMENTS be awarded to James Brothers Excavating.

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 James Brothers Excavating. for the amount of \$83,646.50 as specified in BID SPECIFICATION NO. 2009-FF-CITY HALL PARKING LOT IMPROVEMENTS.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION NO. 2009-97
2009-HH-POLICE VEHICLE-FOUR DOOR SEDAN

WHEREAS, The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$15,000; and

WHEREAS, The City of Daphne acknowledges that the cost for the POLICE VEHICLE-FOUR DOOR SEDAN will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the POLICE VEHICLE-FOUR DOOR SEDAN and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the POLICE VEHICLE-FOUR DOOR SEDAN be awarded to Bayview Ford Lincoln Mercury.

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 Bayview Ford Lincoln Mercury in the amount of \$22,404.78 as bid in BID SPECIFICATION NO. 2009-HH-POLICE VEHICLE-FOUR DOOR SEDAN.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ day of _____, 2009.

John Lake, Council President

Date & Time Signed:_____

Fred Small, Mayor

Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION 2009 - 98

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

WHEREAS, the Department Heads of the City of Daphne have determined that the items listed below are no longer required for public or municipal purposes; and

WHEREAS, the items listed below are recommended for disposal.

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

1- The property listed below is hereby declared to be surplus property, and

DEPT	VEH #	VEHICLE DESCRIPTION	VIN # / SERIAL #
Police	200	2000 Ford Crown Vic	2FAFP71W6YX173414

2- The Mayor is authorized to advertise and accept bids through Govdeals.com as contracted for the sale of such personal property, and

3- The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the General Fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder.

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed: _____

Fred Small, Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk MMC

RESOLUTION 2009-99

Fiscal 2009 Community Contributions

WHEREAS, the City Council of the City of Daphne recognizes the health, safety, and welfare benefits derived by the citizens of Daphne through the services performed by community agencies and the promotion of the City of Daphne fostered by community events; and

WHEREAS, the City of Daphne has made appropriations in its Fiscal 2009 Budget for the benefit of certain community agencies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daphne that the Mayor and City Clerk are hereby authorized to execute the agreements necessary for the City to make contributions to Community Agencies as appropriated in the Fiscal Year 2009 Budget and presented below:

12,000	Bay Rivers Art Guild
1,500	LightHouse
1,500	CareHouse
3,000	Mobile Bay NEP
2,000	Santa America
1,000	Battleship Memorial Park

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

RESOLUTION 2009-100

**A Resolution Authorizing the Financing of:
(2) Garbage Trucks
(3) Knuckleboom Trucks**

WHEREAS, the City Council of the City of Daphne did heretofore in Resolution 2009-77, 2009-78, and 2009-79 authorize the acceptance of bids for the purchase of 2 Garbage Trucks and 3 Knuckleboom Trucks; and

WHEREAS, financing options have been explored.

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED THAT the Mayor and City Council of the City of Daphne hereby 1) accept the financing proposal of Bancorpsouth for a Capital Lease with payments beginning in Fiscal 2010 and 2) the Mayor, City Clerk, and Finance Director are hereby authorized to execute any and all documents relative to such financing.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed: _____

Fred Small, Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk. MMC

CITY OF DAPHNE

RESOLUTION 2009-101

**REQUEST BY THE CITY OF DAPHNE FOR AN ALABAMA ATTORNEY
GENERAL'S OPINION**

WHEREAS, the City of Daphne, a class 8 Alabama Municipal Corporation, regarding certain issues within the Timbercreek Subdivision relating to setback lines and variances by the Board of Zoning Adjustment; and

WHEREAS, the Attorney for the City of Daphne has opined that there seems to be no clear Alabama law or Attorney General Opinions specifically related to this issue; and

WHEREAS, the City of Daphne believes that the request for an Attorney General opinion and an issuance of an opinion by the Attorney General's Office will resolve the matter for the citizens for the City of Daphne.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the City Attorney of the City of Daphne is hereby directed to provide a written request along with this resolution seeking an opinion from the Attorney General's Office whether the Board of Adjustment may hear request for variances of setback lines which are established pursuant to a recorded plat of a subdivision or is the Board of Adjustment only limited to enforce minimum setback lines set forth in the city ordinance.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE ____ DAY OF _____, 2009.

CITY OF DAPHNE
A Municipal Corporation

JOHN LAKE
COUNCIL PRESIDENT
Date/Time Signed:_____

FRED SMALL
MAYOR
Date/Time Signed:_____

ATTEST:

DAVID COHEN
CITY CLERK, MMC

RESOLUTION NO. 2009-102

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA
AUTHORIZING THE MAYOR OF THE CITY OF DAPHNE, ALABAMA TO SIGN
THE CERTIFICATE WITH RESPECT TO THE APPROVAL OF BONDS ISSUED BY
THE YMCA PUBLIC PARK AND RECREATION BOARD OF THE CITY OF DAPHNE**

WHEREAS, on January 18, 2002, the City Council of the City of Daphne, Alabama (the "City Council") adopted a resolution which approved the formation of the YMCA Public Park and Recreation Board of the City of Daphne (the "Authority") in accordance with the provisions of Chapter 60 of Title XI of the Code of Alabama (1975), as amended (the "Act"); and

WHEREAS, the Authority was incorporated by the filing in the Office of the Judge of Probate of Baldwin County, Alabama the Certificate of Incorporation of the YMCA Public Park and Recreation Board of the City of Daphne on March 22, 2002; and

WHEREAS the Act authorized the Authority to finance the acquisitions, construction, installation, development, and refinance in equipping a recreational building structure and related facilities for use in connection with purposes as set forth in the Act to the issuance of revenue bonds; and

WHEREAS, the Authority conducted a public hearing on September 15, 2009, pursuant to the public notice of the same attached hereto as Exhibit "A". The purpose of the hearing was to hold a public hearing with respect to the issuance of certain revenue bonds to use the proceeds of the Obligation to refinance indebtedness previously incurred, to finance the acquisition, construction, equipping, and installation of recreational buildings, structures and facilities at 8051 Whispering Pines Road within the City of Daphne, Alabama (such interests in such real and personal property being herein collectively referred to as the "Project") and to lease the project to the YMCA of South Alabama, Inc., an Alabama nonprofit corporation for use for the foregoing purposes at the foregoing location and for rentals payable by the YMCA of South Alabama, Inc. at such times and in such amounts as shall be sufficient to provide for the due and punctual payment of the Obligation; and

WHEREAS, the Authority has the approval for the issuance of up to \$2,850,000; and

WHEREAS, the provisions of the Internal Revenue Code of 1986 relating to the issuance of obligations such as the Bond require that the chief elected executive officer of the governmental unit approve the issuance of the Bonds after a public hearing following reasonable public notice; and

WHEREAS, the Mayor of the City of Daphne, Alabama is the chief elected executive officer of the governing body of the City of Daphne, Alabama.

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

That the execution and delivery of a Certificate with Respect to Approval of Bonds (the "Certificate") be and the same is hereby authorized and approved. That Fred Small, as Mayor of the City of Daphne is hereby authorized to execute and deliver such Certificate and it shall be in

the form attached hereto as Exhibit "B" to the issuer and other such entities or individuals as necessary.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this the ____ day of September, 2009.

THE CITY OF DAPHNE
A Municipal Corporation

JOHN LAKE
COUNCIL PRESIDENT
Date/Time Signed: _____

FRED SMALL
MAYOR
Date/Time Signed: _____

ATTEST:

DAVID L. COHEN
CITY CLERK, MMC

EXHIBIT A

PUBLICATION OF PUBLIC HEARING NOTICE

EXHIBIT B

CERTIFICATE OF MAYOR OF THE CITY OF DAPHNE, ALABAMA

The undersigned duly elected, qualified and acting Mayor of the City of Daphne, Alabama, does hereby certify and declare as follows:

1. The YMCA Public Park and Recreation Board of the City of Daphne (the "Issuer"), a public corporation under Chapter 60 of Title 11 of the Code of Alabama, 1974, as amended (the "Enabling Law") proposes to issue a tax-exempt Obligation (the "Obligation") in the maximum amount of \$2,850,000 pursuant to the authority and provisions of the Enabling Law. The Board proposes to use the proceeds of the Obligation to refinance indebtedness previously incurred to finance the acquisition, construction equipping and installation of recreational buildings, structures and facilities at 8051 Whispering Pines road in the City of Daphne, Alabama (such interests in such real and personal property being herein collectively referred to as the "Project"). The Issuer further proposes to lease the Project to YMCA of South Alabama, Inc., an Alabama nonprofit corporation, for use for the foregoing purposes at the foregoing location and for rentals payable by YMCA of South Alabama, Inc., at such times and in such amounts as shall be sufficient to provide for the due and punctual payment of the Obligation.

2. The Issuer has represented and agreed that the Obligation cannot and will not create an obligation (whether direct, indirect, or contingent), or result in the exemption or abatement (in whole or in part), of any tax of the City of Daphne or the State of Alabama.

3. A public hearing concerning the proposed issuance of the Obligation to finance the Project was held at Daphne City Hall located at 1705 Main Street in the City of Daphne, Alabama, at 2:00 p.m. on September 15, 2009.

4. On behalf of the City of Daphne, Alabama, the undersigned does hereby consent to the acquisition and financing of the Project by the Issuer and to the location and nature of the Project, and do hereby approve the issuance of the Obligation to finance the Project, all in accordance with the foregoing proposals of the Issuer.

5. This certificate may be relied upon by the Issuer and the User and by special tax counsel for the Issuer (Presley Burton & Collier, LLC) in the delivery of opinions thereby with respect to the exemption of interest on the Obligation from the gross income of the owners thereof for purposes of federal income taxation.

Signed this the ____ day of September, 2009.

CITY OF DAPHNE
A Municipal Corporation

FRED SMALL
MAYOR

THIS INSTRUMENT PREPARED BY:

JAY M. ROSS

ROSS, JORDAN & GRAY, P. C.

Attorneys At Law

Post Office Box 210

Mobile, AL 36601

(251) 432-5400 Phone

(251) 432-5445 Fax

ORDINANCE 2009 - 46

Highway 98/County Road 64 Intersection Improvements

WHEREAS, Ordinance 2008-57 approved and adopted the Fiscal Year 2009 Budget on December 15, 2008; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2009 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2009 budget; and

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

WHEREAS, the Intersection of Highway (Hwy) 98 and County Road (CR) 64 is in need of certain improvements for enhanced traffic flow; and

WHEREAS, prior to letting bids for such project, an engineering survey and conceptual design is in order.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that: 1) the Fiscal Year 2009 Budget is hereby amended to include a Seven Cent Gas Tax appropriation in the amount of \$ 33,500 for a survey and conceptual design for the intersection of Hwy 98 and CR 64 and 2) the Mayor is hereby authorized to enter into a contract with Volkert & Associates for such services.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President
Date & Time Signed: _____

Fred Small, Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk MMC

ORDINANCE 2009 - 47

**Lodging Tax Appropriation
Bay Front Park Benches & Swings**

WHEREAS, Ordinance 2008-57 approved and adopted the Fiscal Year 2009 Budget on December 15 , 2008; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2009 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2009 budget; and

WHEREAS, Lodging Tax funds may be used for the purchase, development, and maintenance of beachfront property; and

WHEREAS, certain improvements have been made to Daphne Bay Front Park; and

WHEREAS, benches and swings are required in order to further improve the Park.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2009 Budget is hereby amended to include a Lodging Tax appropriation in the amount of \$ 4,900 for the purchase of benches and swings at Bay Front Park.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____ , 2009.

John Lake, Council President
Date & Time Signed: _____

Fred Small, Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen, City Clerk MMC

Ordinance 2009-48

An Ordinance Amending Job Classification Schedule

WHEREAS, Ordinance 2004-52 as adopted January 3, 2005 established the City of Daphne Job Classification Schedule; and

WHEREAS, in order to insure that the City's Job Classification Schedule remains current, Human Resources was charged with coordinating an annual review of a percentage of all jobs in order to determine whether revisions to the Job Classification Schedule are warranted; and

WHEREAS, the Archer Company has conducted such review and certain revisions are recommended for implementation; and

WHEREAS, Ordinance 2004-52 requires that subsequent revisions or amendments to the Job Classification Schedule be approved by the City Council.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that: 1) the reclassification and amendment as recommended by the Archer Company is hereby approved and funded at an annual cost of \$ 3,554 and 2) the following amendment is hereby incorporated into the City of Daphne Job Classification Schedule:

	<u>From Grade</u>	<u>To Grade</u>
Benefits/Payroll Coordinator	16	18

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2009.

John Lake, Council President

Date & Time Signed:_____

Fred Small, Mayor

Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

ORDINANCE 2009-49

An Ordinance Establishing Budget Policy for October 2009

WHEREAS, the Fiscal Year 2010 budget has not been approved and adopted by the Daphne City Council; and

WHEREAS, Fiscal Year 2010 begins October 1, 2009; and

WHEREAS, it is necessary to have certain action plans and policies in effect for City operations prior to the approval and adoption of the Fiscal Year 2010 budget.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Daphne, Alabama, that the following shall be in effect until such time as the Fiscal 2010 budget is adopted:

- 1) a "freeze" on all merit and step increases is effective as of October 1, 2009 ; and
- 2) payroll and employee benefits in effect as of September 30, 2009, shall remain in force with no lapse in coverage; and
- 3) departmental operating expenditures are not authorized except for items such as utilities, previously approved contractual agreements, or emergency situations as so determined by the Mayor.

John Lake,
Council President
Date & Time Signed:_____

Fred Small,
Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC