

**SPECIAL CALLED
CITY COUNCIL BUSINESS MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
AUGUST 8, 2011
BUSINESS MEETING
6:30 P.M.**

- 1. CALL TO ORDER**
- 2. ROLL CALL/INVOCATION / PLEDGE OF ALLEGIANCE**
- 3. DISCUSS MOU for New Horizon Retail Development**
- 4. PUBLIC PARTICIPATION**
- 5. MOU Ordinance for New Horizon Retail Development / Ordinance 2011-59**
- 6. ADJOURN**

**CITY OF DAPHNE
WORK SESSION AGENDA
1705 MAIN STREET
DAPHNE, AL**

AUGUST 8, 2011

AFTER COUNCIL MEETING

- 1. DISCUSS: PAVING DAPHNE HIGH SCHOOL PARKING LOT**
- 2. DISCUSS: COLA INCREASE / ORDINANCE 2011- 58
LUMP SUM PAYMENT / ORDINANCE 2011-57**
- 3. DISCUSS: NRDA FUND PROJECTS**
- 4. DISCUSS: LWCF GRANT APPLICATION**
- 5. DISCUSS: ANY OTHER NECESSARY
MATTERS**

NOTE: FUTURE WORK SESSION ITEMS:

**CITY OF DAPHNE
ORDINANCE 2011-59**

**AN ORDINANCE AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF DAPHNE AND NEW HORIZONS RETAIL, L.L.C.**

WHEREAS, New Horizons Retail, LLC desires to develop and construct a commercial site for an Academy Sports retail outlet and potentially other retail establishments within in the planning and governance of the jurisdiction of the City of Daphne and has requested certain economic assistance to develop a proposed retail outlet; and

WHEREAS, New Horizons Retail, LLC has requested that the City provide certain economic assistance to New Horizons Retail, LLC to assist with infrastructure required for said project in the form of a limited obligation warrant not to exceed \$1.93 million to be paid by one (\$.01) cent of city sales tax generated solely for infrastructure for the development; and

WHEREAS, the City of Daphne and New Horizons have agreed to a Memorandum of Understanding (MOU) which specifically sets forth the rights and responsibilities of the City and the Developer which is intended to be utilized to create an Economic Development Agreement which would be subject to additional approval of the parties; and

WHEREAS, the City of Daphne believes that it is in the best interest of the citizens of the City of Daphne to enter into such a Memorandum of Understanding (MOU);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that the City Council does hereby authorize The Honorable Mayor Fred Small to execute on behalf of the City of Daphne Memorandum of Understanding (MOU) setting forth the terms of which are specifically set forth in that certain Memorandum of Understanding (MOU) and made a part of this Ordinance.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, on this the ____ day of August, 2011.

THE CITY OF DAPHNE,
An Alabama Municipal Corporation

By: _____
Fred Small, Mayor

By: _____
Cathy Barnette, Council President

ATTEST:

David Cohen, City Clerk, MMC

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF DAPHNE, ALABAMA
AND NEW HORIZONS RETAIL (CORPORATE NAME TO BE ADDED)**

This Memorandum of Understanding (hereinafter referred to as "*MOU*") is made and entered into by and between the City of Daphne, Alabama, a municipality organized pursuant to laws of the State of Alabama, (hereinafter referred to as "*Municipality*"), and New Horizons Retail, LLC, (correct corporate name to be added)(hereinafter referred to as "*Developer*"), is as follows:

WHEREAS, *Developer* desires to develop and construct a free-standing commercial site for an Academy Sports retail outlet within the planning and governance jurisdiction of the *Municipality*; and

WHEREAS, *Developer* has requested certain economic assistance to develop the proposed retail outlet in the *Municipality* which includes the three (3) parcel subdivision as referenced on Slide ____ as recorded in the Office of the Judge of Probate of Baldwin County, Alabama (the Project); and

WHEREAS, *Municipality* agrees to provide certain economic assistance to the *Developer* to assist with the construction and infrastructure required for the Project, subject to certain terms and conditions; and

WHEREAS, *Municipality* and *Developer* contemplate entering into a formal written Economic Development Agreement which shall specify with certainty all of the terms and conditions of a future relationship between the *Municipality* and *Developer* and a proposed Alabama Improvement District and/or Cooperative Improvement District (still to be determined) which Economic Development Agreement shall be authorized and properly approved by the *Municipality* prior to the *Municipality's* authorization for the issuance of bonds and/or warrants by the district(s) contemplated by this *MOU*.

NOW, THEREFORE BE IT RESOLVED that the *Municipality* and *Developer* agree as follows:

1. The *Municipality's* responsibilities shall be as follows:
 - a) The *Municipality* shall consider the issuance of limited liability tax warrants in an amount not to exceed ONE MILLION NINE HUNDRED

THIRTY THOUSAND (\$1,930,000.00) DOLLARS, as approved by *Municipality*, solely for the benefit of infrastructure costs, with debt payments to be paid from one cent (\$.01) of the *Municipality's* Sales Tax collections generated by Academy and other businesses within the development subject to the following;

(i) The *Municipality* shall establish the interest rate for the warrants not to exceed 4.5% per annum;

(ii) The *Municipality* shall establish a payback period not to exceed fifteen (15) years with no pre-payment penalty and should the warrants not be satisfied at the expiration of fifteen (15) year term, then no additional payments would be made from the City's one cent sales tax;

b) To the extent of the *Municipality's* scope of control, the *Municipality* agrees that the rate of the municipal retail sales tax within the development will remain the same as they are until the development on the site Project by *Developer* has been completed and the Academy Sports retail outlet is open for business;

c) It is expressly understood and agreed that the *Municipality* acknowledges that the purpose of this issuance of the warrant is to assist the *Developer* with funding of the costs of installing improvements that will benefit the public as outlined in Section 2 below.

2) The *Developer's* responsibilities shall be as follows:

a) Development and installation at *Developer's* sole costs of the traffic signal modification at the intersection of Highway 90 and Infirmary Access Road, including but not limited to, traffic engineering, permitting and re-programming of the existing traffic signal at the intersection of Highway 90 and Infirmary Access Road, re-paving and landscaping enhancement to the Infirmary Access Road, all in accordance with the requirements of, and for possible dedication to the City of Daphne.

b) Development and installation at *Developer's* sole costs of eastbound left turn lane and westbound deceleration and right lane on Highway 90, to include but not be limited to, design, permitting, and restriping of approximately 375' of roadway for full access to Academy site, future development parcels and required engineering design, permitting and construction of approximately 375' of ALDOT approved deceleration and right turn lane for access to the main Academy entrance.

c) Development and installation at *Developer's* sole costs of westbound deceleration lane with right in/right out access drive, to include but not be limited to, required engineering design, permitting and construction of approximately 450' of ALDOT approved deceleration lane and installation of a right in/right out access drive.

d) Development and installation at *Developer's* sole costs of sanitary sewer lift station and force main, to include but not be limited to, design, permitting and construction of approximately 270' of sanitary sewer, lift station and approximately 300' of force main pipe, all in accordance with the requirement of, and for dedication to the City of Daphne as part of the overall Regional Storm Water Management Area (see Item 2(g)).

e) Development and installation at *Developer's* sole costs of utility relocation along the Highway 90 Frontage, to include but not be limited to, relocation as needed of approximately (+/-) 350' of force main, (+/-) 350' of gas line, (+/-) 800' of fiber optic cable.

f) Development and installation at *Developer's* sole costs of Interstate 10 right of way improvements, to include but not be limited to, permitting, design, clearing, grubbing, stabilization, landscaping and maintenance of the Interstate 10 right of way frontage pursuant to ALDOT (Alabama Department of Transportation) and City of Daphne standards, grading of excess material (as needed) and relocation of AT&T telephone line (as needed).

g) Development and installation at *Developer's* sole costs of a Regional Storm Water Management Area, which shall be constructed by *Developer* for dedication to the City, to include but not be limited to, land acquisition, design, permitting and construction of storm water detention ponds and retaining walls (as needed) including landscaping, fencing for dedication to the City of Daphne as may be acceptable to the City.

h) To provide documentation satisfactory to the *Municipality* that *Developer* has a legally valid lease, letter of intent, or other authorizing documentation, subject only to such conditions precedent as are acceptable to the City, for Academy's long-term lease commitment to the site.

i) To abide by all terms and conditions of the City's planning and zoning ordinances.

j) To provide sufficient economic authentication and background sufficient to the *Municipality* as *Developer's* corporate economic viability to support said project.

k) The *Developer* shall be solely responsible for all costs related to the sale of bonds, or related applications, and any and all professional fees, including professional fees due to the City Attorney, the law firm of Hand Arendall, LLC which shall represent the City as special counsel, which fees shall be paid irrespective of the execution of the Economic Development Agreement (and all other fees reasonably related and associated with such issuance).

3. The *Municipality* and *Developer* shall abide by all pertinent Local, State and Federal guidelines.

4. The *Municipality* and *Developer* shall prior to the *Municipality's* authorization for approval for the issuance of bonds by the districts contemplated in this *MOU*, shall approve an Economic Development Agreement and should the *Municipality* and the *Developer* not agree and ratify a Economic Development satisfactory to the *Municipality* and *Developer*, then the *Municipality* shall have no further obligation pursuant to the terms of this *MOU*.

5. The *Municipality* agrees to promptly adopt a resolution authorizing its staff, including the City Attorney and/or Special Counsel to the City, to negotiate and prepare the Economic Development Agreement as set forth in Section 4 hereinabove.

6. This *MOU* is solely a statement of the general understanding of the parties and shall be effective to bind both parties to negotiate in good faith and agree upon an Economic Development Agreement. The term of this *MOU* shall remain be in effect for a period of time not to exceed 180 calendar days or until the joint approval of a satisfactory Economic Development Agreement, whichever shall first occur.

6. The terms of this Agreement shall become effective only upon approval of City Council at a duly called meeting in accordance with Alabama Law and by execution of the *Developer*.

IN WITNESS WHEREOF, the *Municipality* and *Developer* have executed this *Memorandum of Understanding* on this the ____ day of August, 2011.

NEW HORIZONS RETAIL, LLC

(SEAL)

BY: _____
THOM HICKMAN

As Its: _____

CITY OF DAPHNE
An Alabama Municipal Corporation

(SEAL)

By: _____
FRED SMALL

As Its: Mayor

ATTEST:

DAVID COHEN, CMC
CITY CLERK FOR CITY OF DAPHNE

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that **THOM HICKMAN**, who is named as _____ of **NEW HORIZONS RETAIL, L.L.C.**, has signed the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they as such officers and with full authority executed the same voluntarily for and as the act of said corporation, acting in its aforesaid capacity as of the date hereof.

Given under my hand and official seal this the ____ day of _____, 2011.

NOTARY PUBLIC
Commission Expires: _____

DRAFT

TERRY
THOMPSON
• CHEVROLET •

July 29th 2011

The Honorable John L. Lake
Member, Daphne City Council
Daphne City Hall
P.O. Box 400
Daphne, AL 36526

Dear Council Member Lake:

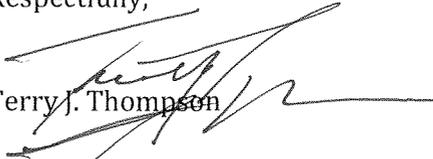
I am writing you today in reference to a meeting I attended Thursday, July 21st at Daphne High school. Attending the meeting was Daphne High School Principal Dr. Meredith Foster, Josh Howell Assistant Principal, Ruth Seawell SEEDS Vice President, my assistant Sarah Cook and I. We were able to address several issues and left the meeting with a sense of direction to a few projects/fundraisers of which we hope to be a part.

It was also brought to my attention that the Daphne City Council has obtained funds from The BP Spill. We would like to ask your support in providing these funds to Daphne High School. Principal Dr. Foster emphasizes the resurfacing of the parking lot is critical. Not only has it become quite hazardous to the students, teachers, and guests but it is the first impression that the school gives to onlookers and needs to present our community in an attractive manner. Added landscaping facing East Larson Road would also be an asset. Neither one of these issues have been approached since the school was built. These funds would also be used to install a sprinkler system in Trojan Hall so they will be able to use the theatre facility.

The school is doing many other things with money they have generated on their own such as repainting the school and the purchase of a new brick entrance sign with a built in marquee. The parking lot is bigger than they can tackle.

This is an important choice for the Mayor and the Daphne City Council. I encourage you to support our Daphne High School with any available funds The City has obtained.

Respectfully,


Terry J. Thompson

Cc: Principal Dr. Meredith Foster

ORDINANCE 2011-57

One-Time Lump Sum Pay Adjustment

WHEREAS, Ordinance 2010-71 approved and adopted the Fiscal Year 2011 Budget on December 20, 2010; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2011 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2011 budget; and

WHEREAS, the adopted budget does not include an appropriation for a One-Time Lump Sum Pay Adjustment for Full and Part-Time employees; and

WHEREAS, the City Council of the City of Daphne, Alabama, has determined that for work to be performed by Daphne employees during the period of August 11th to August 24th, 2011, each regular full-time employee shall be paid the additional sum of \$500 (Net) and each regular part-time employee shall be paid the additional sum of \$150 (Net) to be paid following completion of work on August 30, 2011 .

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that: the Fiscal Year 2011 Budget is hereby amended to include an appropriation in the amount of \$153,655 for Full-Time employees to receive an additional sum of \$500 (Net) and Part-Time employees to receive an additional sum of \$150 (Net).

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2011.

Cathy S. Barnette, Council President

Fred Small, Mayor

ATTEST:

David L. Cohen, City Clerk MMC

ORDINANCE 2011-58

**FY 2011 _____% COLA
&
Amendment to Pay Tables**

WHEREAS, Ordinance 2010-71 approved and adopted the Fiscal Year 2011 Budget on December 20, 2010; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2011 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2011 budget; and

WHEREAS, such appropriation totaling \$_____ is needed for a _____% across the board COLA.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2011 Budget is hereby amended to include General Fund appropriations in the amount of \$_____ for a _____% across the board COLA. Furthermore, the Non-Public Safety and Public Safety pay tables are hereby amended to reflect such _____% COLA adjustment.

Such COLA shall be effective with the pay period beginning with the September 8, 2011 pay period.

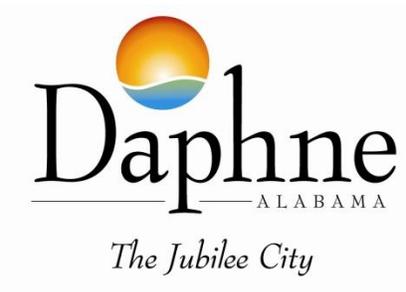
APPROVED AND ADOPTED City Council of the City of Daphne, Alabama, this _____ day of _____, 2011.

Cathy Barnette, Council President

Fred Small, Mayor

ATTEST:

David L. Cohen, City Clerk



TO: Cathy Barnette, Council President

FROM: Mayor Fred Small

CC: Kim Briley, Finance Director
Vickie Hinman, Human Resource Director

DATE: August 3, 2011

RE: EMPLOYEE REQUEST FOR MONETARY COMPENSATION

Per your request the department heads have met with their employees and it is the majority of the employees that would like to request a COLA of 3-5%. If the COLA is approved and is less than 3% then the employees would like to receive the one time lump sum amount.

This memo is our official request asking that this item be placed on the agenda for the special called council meeting on Monday, August 8, 2011.

Thank you.

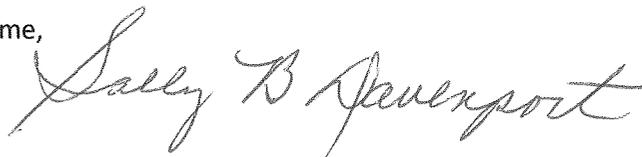
Sally Davenport
PO Box 308
6301 Village Drive
Daphne, Al 36526
251-626-3580

David Cohen
PO Box 400
Daphne, Al 36526

Mr. Cohen,

I give the City of Daphne permission to have my property (PPIN #9818) appraised for consideration of sale to the City. If you have any questions, give me a call.

Thanks for your time,

A handwritten signature in cursive script that reads "Sally B. Davenport". The signature is written in black ink and is positioned to the right of the typed text "Thanks for your time,".



**Baldwin County
Revenue Commissioner**

Copyright 2000

**Property Appraisal Link
BALDWIN COUNTY, AL**

Current Date 8/ 4/2011

Tax Year 2011

Valuation Date October 1, 2010

OWNER INFORMATION

PARCEL 43-03-07-0-000-006.000 **PPIN** 009818 **TAX DIST** 04
NAME DAVENPORT, PERRY W ETUX SALLY F (DAVENPO
ADDRESS P O BOX 308
 DAPHNE , AL 36526
DEED TYPE IN **BOOK** 0000 **PAGE** 0620625
PREVIOUS OWNER DAVENPORT, PERRY W & SALLY F
LAST DEED DATE 9/26/2001

DESCRIPTION

9.1 AC JACKSON OAKS SUB BLK 2 LOTS 9 & 10 PB1 PG178 IN CITY
 OF DAPHNE SEC 7-T5S-R2E (POA) RP105 PG1939

PROPERTY INFORMATION

PROPERTY ADDRESS 6301 VILLAGE POINT DR
NEIGHBORHOOD MOBAYN
PROPERTY CLASS **SUB CLASS**
SUBDIVISION 02JO **SUB DESC** JACKSON OAKS NORTHERN DIVISION
LOT 9-10 **BLOCK** 2
SECTION/TOWNSHIP/RANGE 00-00 -00
LOT DIMENSION **ZONING** R-2DP

PROPERTY VALUES

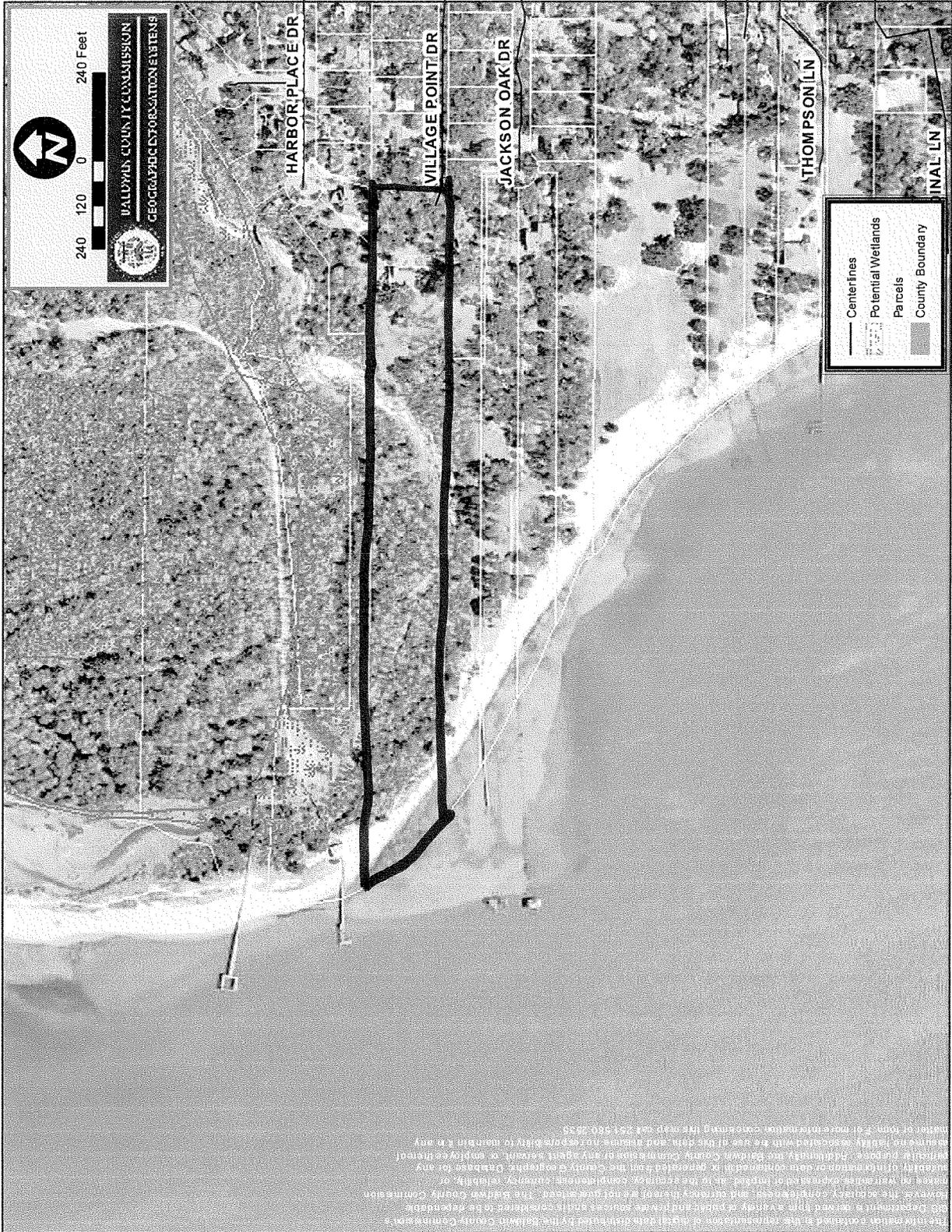
LAND: 720300 **CLASS 1:** **TOTAL ACRES:**
BUILDING: 184900 **CLASS 2:** **TIMBER ACRES:**
 ===== **CLASS 3:** 905200
TOTAL PARCEL VALUE: 905200

DETAIL INFORMATION

<u>TYPE</u>	<u>REF</u>	<u>METHOD</u>	<u>DESCRIPTION</u>	<u>LAND USE</u>	<u>TC</u>	<u>HsPn</u>	<u>VALUE</u>
LAND	1	FF FF-7000	210 X 1000	1700	3	Y N	720300
BLDG	1	R 111	SINGLE FAMILY RESIDENCE		3	Y N	183500
BLDG	2	O 26 WCC	UTILITY, WOOD OR C.B.		3	Y N	1400

[View Tax Record](#)

[Back](#)



OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

July 29, 2011

MEMORANDUM

TO: Land and Water Conservation Fund Grant Applicants

FROM: Jim Byard, Jr.
Director

RE: FY 2011 Land and Water Conservation Fund (LWCF) Applications

The Recreation and Conservation Unit of the Alabama Department of Economic and Community Affairs is now accepting pre-applications for FY 2011 Land and Water Conservation Fund (LWCF) grants.

Pre-applications will be accepted until 12:00 noon, Wednesday, August 31, 2011. Completed pre-applications may be hand delivered to ADECA no later than 12:00 noon or may be post-marked no later than Tuesday, August 30, 2011. Entities that submit pre-applications that are favorably rated will be invited to submit a full application at a later date. Please note that there is not an application workshop scheduled for the pre-application process.

Complete information and pre-application forms can be found on the ADECA website at www.adeca.alabama.gov (Office of the Director/Recreation Programs/Land and Water Conservation Fund). ADECA Recreation and Conservation Unit staff will be available for technical assistance beginning August 1, 2011.

For more information and assistance, please contact Rob Grant on or after August 1, 2011:

Rob Grant
Recreation and Conservation Unit Manager
rob.grant@adeca.alabama.gov
(contact by e-mail is preferred)
(334) 242-5483

**LAND AND WATER CONSERVATION
FUND PROGRAM
FY 2011 Funding Cycle**

STATE ADMINISTERING AGENCY

**Alabama Department of Economic
and Community Affairs**

Jim Byard, Jr., Director
401 Adams Avenue
Montgomery, Alabama 36104

PROGRAM STAFF

Rob Grant, Recreation & Conservation Unit Manager
Phone: 334-242-5483
Fax: 334-353-3955
E-mail: rob.grant@adeca.alabama.gov

**LAND AND WATER CONSERVATION
FUND PROGRAM**

The Land and Water Conservation Fund (LWCF) Program was created in 1965 "...to assist in preserving, developing and assuring accessibility to all citizens of the United States of America of present and future generations ...such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation..." The LWCF Program provides matching grants to States, and through the States to local governments, for the acquisition and development of public outdoor recreation areas and facilities.

PROGRAM INFORMATION

Amount Available (Est):	\$585,000
Max. Grant Amount:	\$50,000
Federal Matching Percentage	50 Percent
Beginning of Funding Cycle	08/01/2011
Pre-applications Due:	08/31/2011
Completion Date:	TBD
Selection Method:	Competitive

FUNDING CYCLE

All eligible project sponsors will be notified of the timing and application procedures, in writing, at the beginning of the funding cycle. Pre-applications for FY2011 funding will be accepted from August 1, 2011, through August 31, 2011.

ELIGIBLE APPLICANTS

All political subdivisions of the state are eligible to participate in the LWCF program. As such, municipalities, counties, state agencies, and state authorities created by the legislature may apply for LWCF assistance. However, state or local educational institutions are prohibited from participating.

ELIGIBLE ACTIVITIES

LWCF assistance can be used to acquire land and water interests for park purposes, develop new outdoor recreation facilities, and, in certain instances, renovate existing recreational facilities. Virtually all public outdoor recreation activities are eligible for assistance under the program including playgrounds, ball fields (including lights [concrete poles only]), court sports, picnic areas, camping areas, tracks, trails, swimming facilities, etc. In addition, support facilities such as concession stands, comfort stations, park access roads, parking areas, utilities, and site preparation necessary to make a recreation activity area usable may qualify for assistance. The project sponsor must either own or have a perpetual interest in land that is developed with LWCF assistance.

MATCHING SHARES

The LWCF program provides 50% matching assistance to project sponsors. The project sponsor may provide the remaining 50% of the project cost in the form of cash or in-kind/donated services. Grant funds are distributed to project sponsors on a cost-reimbursable basis.

GRANT LIMIT

The maximum grant size is determined by the amount of the state's apportionment. A maximum grant amount of \$50,000 is anticipated during this funding cycle. However, ADECA may award a lesser amount for a part or all of the items contained in the project scope.

PROGRAM CRITERIA

The following program criteria apply to all applicants seeking LWCF assistance:

- a. Existing outdoor recreation facilities must be owned and managed by an eligible project sponsor; be well maintained; and the need for LWCF assistance documented in Alabama's Statewide Comprehensive Outdoor Recreation Plan (SCORP).
- b. The project sponsor must agree to manage and operate its LWCF assisted site for outdoor recreation purposes **in perpetuity**.
- c. The project sponsor must agree to comply with all other laws, rules and regulations associated with the LWCF program.

FUNDING CRITERIA

The following examples represent the type of criteria that are used to assess the relative merits of project applications submitted for LWCF assistance:

- a. For FY2011, up to 30% of Alabama's LWCF Apportionment may be prioritized for applications to repair or reconstruct LWCF facilities damaged or destroyed by the Tornado Outbreak of April 27, 2011.
- b. Relative need for the proposed activity in the project service area.
- c. Project feasibility.
- d. Recreation delivery system.

- e. Operation and maintenance of existing recreation facilities.
- f. Site location and accessibility.
- g. Amount of new acreage being added to the public outdoor recreation trust.
- h. Amount of local match over and above the minimum requirement.
- i. Degree to which local citizen groups are involved in the development of the project.
- j. Degree to which the project furthers the goals outlined in the SCORP.

Please note, applications for elaborate facilities, tournament-only facilities, or professional sports facilities are not eligible.

If you are interested in obtaining more information about the Land and Water Conservation Fund Program or require technical assistance in determining project scope or with the application process, please contact Rob Grant at the number listed above. E-mail communication is preferred.