

**CITY COUNCIL BUSINESS MEETING AGENDA**  
**BUSINESS MEETING**  
**1705 MAIN STREET, DAPHNE, AL**  
**FEBRUARY 6, 2012**  
**6:30 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL/INVOCATION / PLEDGE OF ALLEGIANCE**

- 3. APPROVE MINUTES:** Council meeting minutes / January 17, 2012  
Amended Minutes / January 3, 2012 / **NO ACTION**

**PROCLAMATION:** Arbor Day/ February 25, 2012

**PRESENTATION:** Adam McDonald / Eagle Scout Project

**PRESENTATION:** Drew Williams / Update on Completed Eagle Scout Project

**PRESENTATION:** Dr. Barry Booth / Honor Flight Update

**4. REPORT STANDING COMMITTEES:**

- A. FINANCE COMMITTEE / Boulware**
- B. BUILDINGS & PROPERTY COMMITTEE - Lake**
- C. PUBLIC SAFETY COMMITTEE – Boulware**  
Review minutes / January 11<sup>th</sup>
- D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Reese**  
Review minutes / January 11<sup>th</sup>
- E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY - Conaway**  
Review Beautification minutes / January 6<sup>th</sup>

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

- A. Board of Zoning Adjustments – Jones**
- B. Downtown Redevelopment Authority – Barnette**  
Review minutes / January 23<sup>rd</sup>
- C. Industrial Development Board – Conaway**  
Review minutes / January 23<sup>rd</sup>
- D. Library Board – Lake**  
Review minutes / November 3, 2011  
Review minutes / December 1, 2011  
Review minutes / January 6, 2012
- E. Planning Commission – Barnette**  
Review minutes / December 15, 2011  
Set a Public Hearing date for **March 5, 2012** to consider Revisions to the Zoning Map and Annexation of Woodrow Lane Right-of-Way
- F. Recreation Board – Reese**
- G. Utility Board - Scott**  
Review minutes / January 4<sup>th</sup> (December Mtg.)

6. REPORTS OF OFFICERS:

A. Mayor’s Report

- a.) Parade Permit / S.E.E.D.S. 8<sup>th</sup> Annual Classic Rock 5K & 1 Mile Fun Run / March 3, 2012
- b.) Parade Permit / Prodissee Pantry / Annual 5K & 1 Mile Fun Run / October 27, 2012
- c.) Parade Permit / Arthritis Foundation / Jingle Bell Run / 5K & 1 Mile / December 1, 2012
- d.) ABC License / Champys Famous Fried Chicken / 020 Restaurant Retail Liquor
- e.) **MOTION:** Authorize the Mayor to enter into an agreement with Syntergy, LLC / Energy Plan

B. City Attorney’s Report

C. Department Head Comments

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS & ORDINANCES:

- a.) Support for House Resolution 367 & Senate Bill 301 / to Recognize the Month of October Each Year as Italian and Italian American Heritage Month. .... /Resolution 2012-04
- b.) Revisions to City Street Map. .... /Resolution 2012-05

ORDINANCES:

2<sup>ND</sup> READ

- a.) Appropriation of Funds: FEMA Hazard Mitigation Grant Program: / 140 Lakeview Loop. .... /Ordinance 2012-02
- b.) Appropriation of Funds: City Hall HVAC / Fire Alarm Repair. .... /Ordinance 2012-04
- c.) Community Contributions: USS Alabama Battleship Memorial Park ..... /Ordinance 2012-05

1<sup>ST</sup> READ

- d.) Amend Personnel Handbook / Transitional Duty. .... /Ordinance 2012-01
- e.) Establish Protocol for the Appropriation of Funding for Outside Agencies ..... /Ordinance 2012-06
- f.) Amend Ordinance 2008-16 / Council Salary / Option A. .... /Ordinance 2012-07
- g.) Amend Ordinance 2008-16 / Council Salary / Option B. .... /Ordinance 2012-08
- h.) Amend Ordinance 2008-16 / Council Salary / Option C. .... /Ordinance 2012-09
- i.) Amend Ordinance 2008-17 / Mayor Salary. .... /Ordinance 2012-10

9. COUNCIL COMMENTS

10. ADJOURN

**CITY OF DAPHNE  
CITY COUNCIL MEETING**

**ROLL CALL**

**CITY COUNCIL:**

**CALL VOTES**

COUNCILWOMAN CONAWAY	PRESENT__	ABSENT__	__
COUNCILWOMAN BARNETTE	PRESENT__	ABSENT__	
COUNCILMAN LAKE	PRESENT__	ABSENT__	__
COUNCILMAN REESE	PRESENT__	ABSENT__	__
COUNCILMAN SCOTT	PRESENT__	ABSENT__	__
COUNCILMAN BOULWARE	PRESENT__	ABSENT__	__
COUNCILMAN PALUMBO	PRESENT__	ABSENT__	__

**MAYOR**

MAYOR YELDING	PRESENT__	ABSENT__	__
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**CITY CLERK:**

DAVID L. COHEN	PRESENT___	ABSENT___	
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**CITY ATTORNEY:**

CITY ATTORNEY JAY ROSS	PRESENT__	ABSENT	
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**MINUTE NOTES:**

**CITY COUNCIL MEETING  
MINUTES**

**NOTES:**

COMMITTEE RECOMMENDATIONS

**JANUARY 17, 2012  
REGULAR CITY COUNCIL MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

**1. CALL TO ORDER**

Council President Barnette called the meeting to order at 6:30 p.m.

**2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE**

Invocation was given by Councilwoman Conaway.

**COUNCIL MEMBERS PRESENT:** Tommie Conaway; Cathy Barnette; John Lake; Kelly Reese; Ron Scott; Derek Boulware; August Palumbo.

Also present: David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Jay Ross, City Attorney Adrienne Jones, Planning Director; David Carpenter, Police Chief; James White, Fire Chief; Richard Johnson, Publics Works Director; Tonja Young, Library Director; Margaret Thigpen, Civic Center Director; Christine Ciancetta, Deputy Finance Director; Ashley Campbell, Environmental Programs Manager; Jane Ellis, Mayor’s Assistant; Officer Ben Mitchel, Police Department; Al Guarisco, Village Point Foundation; Willie Robison, BZA.

Absent: Mayor Yelding; Kim Briley, Finance Director; Vickie Hinman, Human Resources Director; Richard Merchant, Building Official; David McKelroy, Recreation Director;.

**3. APPROVE MINUTES**

**MOTION BY Councilman Boulware to amend the January 3, 2012 Council meeting minutes under the vote for Ordinance 2011-82 regarding the Nay vote changing it to Boulware instead of Reese and adopt. *Seconded by Councilman Boulware.***

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

**MOTION BY Councilwoman Conaway to adopt the January 10, 2012 Work Session minutes. *Seconded by Councilman Reese.***

**AYE Conaway, Lake, Reese, Barnette                      ABSTAIN Scott, Boulware, Palumbo**  
**NAY NONE OPPOSED                      MOTION CARRIED**

**4. REPORT OF STANDING COMMITTEES:**

**A. FINANCE COMMITTEE – Boulware**

The minutes for the January 9<sup>th</sup> meeting are in the packet.

**MOTION BY Councilman Boulware to accept the Treasurers Report as of December 31, 2011, in the amount of \$19,961,251.77. *Seconded by Councilman Scott.***

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

**Sales and Use Taxes: November 30, 2011**

Sales and Use Tax Collected for November 2011 - \$845,164  
Sales and Use Tax Budgeted for November 2011 - \$836,995  
Over Budget (for November) - \$ 8,169

YTD Budget Collections Variance – Over Budget - \$55,632

**Lodging Tax Collections, November 2011**

The Lodging Tax Collections report shows \$47,568 collected for November, 2011.

**B. BUILDINGS AND PROPERTY COMMITTEE** – Lake  
No report.

**C. PUBLIC SAFETY COMMITTEE** – Boulware  
The minutes for the December 14, 2011 meeting are in the packet.

**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE** – Boulware  
The Transitional Duty ordinance was referred back to the committee for review to see if it would be advisable to have an appeal process built within it, and they discussed it at some length, and determined that given the fact that this is in respect to grant of an administrative leave beyond the 180 days or MMI under the transitional duty policy, and they decided that since it was discretionary, and that an appeal process would be largely superfluous because of the kind of review that would have to be undertaken for denial of discretionary leave, and also because if they built in an appeal process it might send a message that there may be some due process issue with the denial of administrative leave, and so there is no recommendation from the committee to change that provision of the ordinance. The policy has been posted as required, and he supposed that the ordinance would come back onto the next agenda. They also discussed the sewer tap issue, but it is a misnomer now because an ordinance has been drafted that will come before council that, basically, says there will be no waivers. If sewer runs in a such a way that it abuts a citizens property, and they have access to it then they will be required to hook up to sewer.

**E. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY** – Conaway  
The committee met this afternoon, and the minutes will be in the next packet.

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

**A. Board of Zoning Adjustments – Adrienne Jones**

No report. The board did not meet in January, and there will not be a meeting in February.

**B. Downtown Redevelopment Authority – Barnette**

The next meeting will be next Monday at 5:30 p.m.

**C. Industrial Development Board – Conaway**

The board will meet on January 23<sup>rd</sup> at 6:00 p.m. Councilwoman Conaway gave the floor to Mr. Joe Davis who is an IDB board member. He thanked the council for their support of the Industrial Development Board. He gave a status report on a project where they did some rent assistance. They are attending Workshops and are on committees determining what they may be able to attract to the area in Baldwin County and particularly the Eastern Shore. Their focus is on jobs and career creation and expansion. They are going to be in touch with existing businesses, and talk about how the IDB might be able to help them. He will do a site inventory of public and private sites available in Daphne that could match up with some of these company's needs. They will bring an update quarterly to report their progress.

**D. Library Board – Lake**

Councilman Lake read for the record a letter from the Library Director for the Town of Magnolia Springs thanking the city for the donation of the Library book drop boxes. The letter is spread out upon these minutes:

Dear Daphne Public Library Director, Mayor Fred Small and Daphne City Council,

On behalf of the Board of the Magnolia Springs Public Library, as well as our patrons, we wish to thank you for your generosity to us. We are overjoyed to have received the Daphne Public Library former book drop which will soon be an asset to us. Having been open for only two months we at the Library know how essential a book drop is. With our still limited hours this drop will make all the difference to our patrons. This will offer them convenience, as well as, saving them gas as they might otherwise drop the books elsewhere. To take the time and consideration to think of us means so much. We will put a notation on the book drop that it has been donated to us by the Town of Daphne. Again we are forever grateful to you.

Sincerely,

Alida F. Givens,  
Library Director

Councilman Lake stated that the Lincoln exhibit was wonderful.

**JANUARY 17, 2012  
REGULAR CITY COUNCIL MEETING  
1705 MAIN STREET  
DAPHNE, AL  
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**E. Planning Commission – Adrienne Jones**

The Site Review meeting is tomorrow, and the regular Planning Commission meeting is next Thursday at 5:00 p.m.

**F. Recreation Board - Reese**

Councilman Scott stated that he had a conversation with Mr. McKelroy and he said that they had a drawing of an entrance way to the 115 acres that the city has behind Wal-Mart, and the preliminary is showing all playground area and skateboard areas, and they are anxious for the city to start doing something where they can get the project off the ground. Mr. Cohen has indicated that if they can get a road in there they would have a better opportunity for grants.

Council President Barnette stated since they have a design they can ask Mr. Johnson to help work on a cost for the road.

Councilman Scott stated that Mr. McKelroy told him that there are two large soccer tournaments that are coming this month. One has about 50 teams, and a third or more will be from out of town. He thinks that giving Recreation part of the lodging tax has worked out well, because they really do generate money from the recreational activities that help fill the hotels.

**G. Utility Board – Scott**

The board met the first week in January for their December meeting. The next meeting will be January 25<sup>th</sup> at 5:00 p.m. in the council chambers.

**6. REPORTS OF THE OFFICERS:**

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

No report.

**B. *City Attorney Report***

No report. He would like council to adjourn into Executive Session at the end of the meeting to discuss pending litigation. The session should take no longer than 15 minutes.

**C. *Department Head Comments***

**Christine Ciancetta – Deputy Finance Director** – reported that she is working on creating the RFP for Bond refinancing, that HR & Finance are working on 2011 W-2's, and the first Credit Card processing institution made a presentation last week with other institution presentations scheduled in the future.

**David Carpenter – Police Chief** – reported that they made several arrests out of Mobile regarding the home burglaries over Christmas. They also solved the burglary of the FBI agent's home with a group out of Mobile being responsible.

**Tonja Young – Library Director** – reported that the Lincoln event was a success. She stated that if the city has any extra money they would like to expand their meeting room, because they had their first scholar to speak, and the room would not hold everybody.

*David Cohen – City Clerk* - reported that he met with a company to have them review the sound system, and asked for a proposal of the cost to fix the existing system, and also upgrading the microphones and redoing the entire system.

*Council President Barnette* stated that she wanted Mr. Cohen to report on this, because of the complaints they have been getting, and she wants the citizens to know they are not ignoring them.

**7. PUBLIC PARTICIPATION**

No one spoke.

**8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS**

**RESOLUTIONS:**

- a.) Declaring Certain Personal Property Surplus. .... /Resolution 2012-01
- b.) Declaring Certain Personal Property Surplus and Authorizing Disposition / Donation. .... /Resolution 2012-02
- c.) Prepaid Travel / David Cohen. .... /Resolution 2012-03

**MOTION BY Councilman Boulware to waive the reading of Resolutions 2012-01, 2012-02 and 2012-03. *Seconded by Councilman Scott.***

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

**MOTION BY Councilman Boulware to adopt Resolution 2012-01. *Seconded by Councilman Scott.***

**AYE Conaway, Reese, Scott, Boulware, Palumbo, Barnette                      NAY Lake**

**MOTION CARRIED**

**MOTION BY Councilman Boulware to adopt Resolution 2012-02. *Seconded by Councilwoman Conaway.***

**AYE Conaway, Reese, Scott, Boulware, Palumbo, Barnette                      NAY Lake**

**MOTION CARRIED**

MOTION BY Councilman Boulware to adopt Resolution 2012-03. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

**ORDINANCES:**

**1<sup>ST</sup> READ**

- a.) Appropriation of Funds: FEMA Hazard Mitigation Grant Program:  
/ 140 Lakeview Loop ...../Ordinance 2012-02
- b.) Appropriation of Funds: Fire Engine #3 Repair ...../Ordinance 2012-03
- c.) Appropriation of Funds: City Hall HVAC / Fire Alarm Repair. .... /Ordinance 2012-04
- d.) Community Contributions: USS Alabama Battleship Memorial Park . . . . /Ordinance 2012-05

MOTION BY Councilman Boulware to suspend the rules to consider Ordinance 2012-03. *Seconded by Councilman Lake.*

**ROLL CALL VOTE**

Conaway	Aye	Boulware	Aye
Lake	Aye	Palumbo	Aye
Reese	Aye	Barnette	Aye
Scott	Aye		

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Boulware to waive the reading of Ordinance 2012-03. *Seconded by Councilman Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Boulware to adopt Ordinance 2011-03. *Seconded by Councilman Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Ordinances 2012-02, 2012-04 and 2012-05 were made 1<sup>st</sup> Read.

**JANUARY 17, 2012  
REGULAR CITY COUNCIL MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

**8. COUNCIL COMMENTS**

*Mrs. Conaway* thanked Ms. Young for inviting them to the Lincoln exhibit.

*Councilman Lake* stated the he was glad that they had a facility where they could have the Lincoln exhibit, and he spoke regarding the heavy use of the Library. He thanked Ms. Young for making it a success.

*Councilman Scott* spoke regarding suspending the rules to consider ordinances stating that 2012-03 was a prime example of when to suspend the rules. That is a true emergency.

**9. ADJOURN**

**MOTION BY Councilman Scott to adjourn into Executive Session to discuss pending litigation. *Seconded by Councilman Boulware.***

**The City Attorney certified that the foregoing stated reason was acceptable according to the Open Meetings Act.**

**ROLL CALL VOTE**

<b>Conaway</b>	<b>Aye</b>	<b>Boulware</b>	<b>Aye</b>
<b>Lake</b>	<b>Aye</b>	<b>Palumbo</b>	<b>Aye</b>
<b>Reese</b>	<b>Aye</b>	<b>Barnette</b>	<b>Aye</b>
<b>Scott</b>	<b>Aye</b>		

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

**There being no further business to discuss the meeting adjourned at 7:15 p.m.**

Respectfully submitted by,

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

Certification by Presiding Officer:

\_\_\_\_\_  
Cathy S. Barnette,  
Council President

JANUARY 3, 2012  
REGULAR CITY COUNCIL MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.

Amended Minutes from the  
January 17, 2012 Council Meeting

- d.) Main Street-McAdams to Bayfront: Mill & Overlay Road  
Project: Design Engineering...../Ordinance 2011-87
- e.) Well Road Extension: Design Engineering...../Ordinance 2011-88
- f.) Appropriation of Funds: Daphne Museum/Cemetery  
Video System & Monthly Monitoring Service...../Ordinance 2011-89

MOTION BY Councilman Palumbo to waive the reading of Ordinances 2011-82, 2011-85, 2011-86, 2011-87, 2011-88 and 2011-89. Seconded by Councilman Scott.

AYE ALL IN FAVOR                      NAY NONE OPPOSED                      MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Ordinance 2011-82. Seconded by Councilman Lake.

AYE Conaway, Lake, Reese, Scott, Palumbo, Barnette                      NAY Boulware

MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Ordinance 2011-85. Seconded by Councilman Scott.

AYE ALL IN FAVOR                      NAY NONE OPPOSED                      MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Ordinance 2011-86. Seconded by Councilman Lake.

AYE ALL IN FAVOR                      NAY NONE OPPOSED                      MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Ordinance 2011-87. Seconded by Councilman Lake.

AYE ALL IN FAVOR                      NAY NONE OPPOSED                      MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Ordinance 2011-88. Seconded by Councilman Scott.

AYE ALL IN FAVOR                      NAY NONE OPPOSED                      MOTION CARRIED

MOTION BY Councilman Palumbo to adopt Ordinance 2011-89. Seconded by Councilwoman Conaway.

AYE ALL IN FAVOR                      NAY NONE OPPOSED                      MOTION CARRIED

**JANUARY 3, 2012**  
**REGULAR CITY COUNCIL MEETING**  
**1705 MAIN STREET**  
**DAPHNE, AL**  
**6:30 P.M.**

2

Office of the Mayor  
City of Daphne

## PROCLAMATION

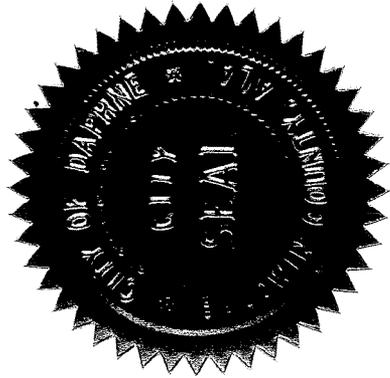
**ARBOR DAY**  
February 25, 2012

WHEREAS, the City of Daphne has been recognized  
by *The National Arbor Day Foundation* as a *Tree City USA*, and

WHEREAS, trees reduce erosion, cut heating and cooling costs, clean the air,  
produce oxygen and provide habitat for wildlife, and

WHEREAS, trees in our City increase property values and beautify our community.

NOW THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE do hereby proclaim  
February 25, 2012 as ARBOR DAY in the City of Daphne, and urge all citizens to plant trees, and to support efforts to  
protect our trees and woodlands for this and future generations.



*Bailey Yelding, Jr.*  
Bailey Yelding, Jr. Mayor

*David L. Cofen*  
David L. Cofen, MMC

ATTEST.

**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**

## **Public Safety Committee**

*Wednesday, January 11, 2012*

Councilman Derek Boulware  
Councilman Kelly Reese  
Councilman Ron Scott  
Fire Chief James White  
Public Works, Melvin McCarley

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

### **Committee Members Attending:**

Councilman Derek Boulware, Councilman Kelly Reese, Chief James White, Melvin McCarley, Captain Daniel Bell, and Lt. Beedy.

### **CALL TO ORDER**

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

**PUBLIC PARTICIPATION** – None.

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

Minutes from December 2011 – Councilman Boulware made a motion to accept the minutes as presented, motion was seconded by Councilman Reese.

### **POLICE DEPARTMENT**

- A. **New Business** - Captain Bell went over the statistics and D-Runs from December 2011. Capt. Bell advised that the PD had made arrests on three burglaries in Lake Forest, and they had recovered a bulletproof vest and a gun from the burglary of an FBI Agent's house. He advised they were using the speed trailer to help out with the D-runs since it will print out a detailed report. He advised that he was still having trouble with the sensitivity of the speed trailer but was working on the issues in hopes to resolve them.

Lt. Beedy briefed all present on the business operating under the name Slingshot and the persistent troubles the police department is having there. He talked about the calls of children being left, parties involving alcohol, etc. Councilman Reese asked him if both the rental hall and the after school care is all under the same license. Beedy said "yes" but that it is church affiliated and that DHR has no control over the daycare portion. Separation of church and state. Boulware and Reese agreed that Jay Ross needs to look at this since they are habitual offenders. Captain Bell wanted to bring this problem forward to see where to go with it and what our options were. Councilman Reese made a motion to go to legal with a possible revocation of Slingshot's business license. Councilman Boulware seconded. They will make a recommendation to the PSC Committee or Council with there advice.

Captain Bell asked the members present to look and read the packet about the longevity

raises (attached). If we continue, Bell said, we will have obvious issues. Senior officers are getting paid the same as the new recruits. Other Police Departments start looking more enticing/appealing pay wise. For example for an officer that been employed here for three years, we are just building their resume for them, being a stepping stone for other agencies. Captain Bell advised Boulware and Reese that Finance helped him with the money figures in his packet. His question to the committee was "How much does it cost to reinstate the pay increases throughout the city? He doesn't see where it would be a huge amount and advised that he had included a couple of different proposals for Finance to look at. Councilman Reese asked Bell if he was asking to find out the cost on an annual basis to unfreeze the longevity raises from this point forward and no back pay, and Bell answered "yes". Councilman Boulware stated that if you began in October, the city would not realize the whole impact at one time. It would be spaced out, as their evaluations come due. Reese stated that we have a lot vested moneywise in our police officers and asked if there was another way to solve this and do it department wide as a bonus on their anniversary date based on "x" amount of years and cut them a check. Chief White also said that he has paramedics making the same amount of money as his entry level firefighters. Captain Bell referenced his figures on unreserved fund balances and explained that we have plenty of funds available to do this due to steadily increasing balances each year. Councilman Boulware stated that he does not want to go back to the start of the existing budget that is already passed.

Councilman Reese made a motion for the Public Safety Committee to ask Finance what the annual cost of this across the board increase would cost as a whole and by department. Councilman Boulware seconded the motion.

Chief White asked the members had they ever considered an educational incentive. It would produce better educated employees and they would get rewarded justly by bettering themselves.

**B. Old Business –**

**FIRE DEPARTMENT**

- A. New Business** – Chief White went over his stats. He had a fire truck blow an engine. It will cost \$10,000 to repair and \$24,000 to replace. The finance committee approved the \$10,000 appropriation to repair the engine. Chief stated that ISO will be here to conduct a survey for the fire department and city. We currently enjoy a grade of 4. A lot of cities are rated between 7-10. This rating affects your insurance premiums. They are hoping to maintain the grade 4 rating. Melvin asked for the city's part of the money so they could go ahead and order the new fire truck. The volunteers are putting up \$100,000. It takes about 9 months or more to get a fire truck built so it needs to be ordered.
- B. 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, February 8, 2012 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: November 2011**

	Current:	FY to Date:
<b>Suppression:</b>		
<b>1-Fire/Explosion:</b>	-	-
10-Fire, Other	0	5
11-Structure Fire/Commercial	0	2
11-Structure Fire/Residential	3	37
12-Fire in Mobile Property used as fixed structure	0	1
13-Mobile Property (vehicle) Fire	3	11
14-Natural Vegetation Fire	1	18
15-Outside Rubbish Fire	1	16
16-Special Outside Fire	1	7
17-Cultivated Vegetable Crop Fire	0	0
<b>2-Overpressure Rupture:</b>	0	2
<b>3-Rescue Call and Emergency Medical Service Incidents:</b>	136	1601
<b>4-Hazardous Conditions (No fire):</b>	6	48
<b>5-Service Call:</b>	12	121
<b>6-Good Intent Call:</b>	16	175
<b>7-False Alarm &amp; False Call:</b>	15	239
<b>8-Severe Weather &amp; Natural Disaster:</b>	0	3
<b>9-Other Situation:</b>	0	2
<b>Total Emergency Calls:</b>	<b>185</b>	<b>2218</b>
<b>Monthly Total Calls:</b>	<b>194</b>	<b>2314</b>
<b>Highest:</b>		
	12:00	12:00
<b>Lowest:</b>		
	<1:00	<1:00
<b>Average (Minutes/Seconds) :</b>		
	5:01	5:01
<b>Miscellaneous Reports:</b>		
<b>Training Hours</b>	240.75	674.25
<b>Property Loss - \$</b>	150,000.00	1,696,677.00
<b>Fire Personnel Injuries by Fire/Civilian Injuries by Fire</b>	0	1
<b>Advance Life Support Rescues</b>	95	1069
<b>Number of Patients Treated</b>	138	1595
<b>Child Passenger Safety Seat Inspections/Installations</b>	17	139
<b>Classes</b>		
	2	86
<b>Persons Attending</b>		
	44	5854
<b>Plan Reviews</b>		
	80	106
<b>Final/Certificate of Occupancy</b>		
	1	10
<b>General/Annual Inspections</b>		
	57	702
<b>General/Re-Inspections (Violation Follow-up - Annual)</b>		
	60	262
<b>Business Licenses</b>		
	7	58
<b>Consultations-</b>		
	0	0
<b>All Other/Misc. Activities</b>		
	23	34
<b>Total Activities:</b>	<b>228</b>	<b>1182</b>

Authorized by:

*James White*

Chief James White

15

Patrol Division	Detective Division: (Capt. Bell/Lt. Beedy)		JAIL: (Capt. Taylor/Lt. Yelding)		Animal Control (Capt. Taylor/Lt. Yelding)		Crimes Reported This Month:	
(Capt. Bell/Lt. Hempfleng)								
# Complaints	1,117	# New Cases Received:	70	Total Arrestees Received & Processed:	169	YTD	Arson	0
# Misd. Arrests	84	# Previous Unsolved Cases:	90	Arrestees by Agency:			Burglary - Commercial	2
# Felony Arrests	2	# Cases Solved:	44	Daphne PD	117	250	Burglary - Residence	15
DUI Arrests	12	Resulting in Total Arrests:	6	BCSO	9	29	Burglary - Vehicle	6
Alias Warrant Arrests	52	Felonies:	6	Spanish Fort PD	28	63	Criminal Mischief	7
Citations	207	Misdemeanors:	0	Silverhill PD	11	28	Disorderly Conduct	0
Close Patrols	297	Houses Searched	0	Troopers	3	5	Domestic Disturbance	25
Warnings	195			Other Agencies	1	2	False Info to Police	0
Motorist Assists	233						Felony Assault	0
Roadway Accidents	74	Warrants:					Felony Theft	11
Private Property Accidents	16	Betner Served	44				Harassment	7
Traffic Homicide	0	Agency Assists	28	Highest	22		Identity Theft	2
		Recalls (Pd Fines)	36	Lowest	11		Indecent Exposure	0
		Total Warrants Served	108				Kidnapping	0
<b>DRUG REPORT</b>							Menacing	0
<b>ROUTINE PATROL/SPECIAL OPS</b>							Misdemeanor Assault	0
# Misd. Marijuana Arrest	3	Sex Offender:		Meals Served	1,386	3,496	Misdemeanor Theft	12
# Felony Marijuana Arrest	0	New Registration:	0	Medical Cost	\$1,535.48	\$2,894.60	Murder	0
# Controlled Substance Arrest:	0	Contact Verification	1	Worker Inmate Hours	157	362	Other Death Investigations	1
# Drug Paraphernalia Arrest	3	Total # registered in Daphne	2				Public Intoxication	1
Vehicles Searched	27	DARE:					Public Lewdness	0
		# Hours Report Writing:	2				Receiving Stolen Property	0
		# Students Instructed SRO	225				Reckless Endangerment	0
Drugs Seized:	0	# Students Instructed DARE	0				Resisting Arrest	0
Type:	0	# Police Reports by SRO	3				Robbery	1
Money Seized	0	# Arrest by SRO	1				Sex Crime Investigations	1
Vehicles Seized	0						Suicide	0
		<b>CODE ENFORCEMENT:</b>					Suicide, attempted	0
Commercial Vehicle Inspections	4	Warnings:	1				Theft of Services	0
		Citations	0				Unauthorized Use of Services	0
		Warning Compliance	7				Weapon Offenses	2
		Follow - Up	16				White Collar Crimes	0

*David Carpenter*

**Ordinance Committee**

*Wednesday, January 11, 2012*

*City Hall Council Chambers*

*5:30 p.m.*

*Councilman Kelly Reese*

*Councilman Ron Scott*

*Councilman Derek Boulware*

**I. CALL TO ORDER/MEMBERS PRESENT**

Members Present: Kelly Reese and Derek Boulware

Others Present: David Cohen, Danny Bell, Eric Bussey, Vickie Hinman and Sheree Hilburn

**II. PUBLIC PARTICIPATION**

None

**III. ORDINANCE REVIEW/DISCUSSION**

a. Waiver of Sewer Tap Fee

A new ordinance has been prepared which will not allow sewer tap fee waiver.

**Motion by Mr. Boulware                      Seconded by Mr. Reese                      To recommend new ordinance and place on the next city council agenda.**

**ALL IN FAVOR                                      NONE OPPOSED                                      MOTION CARRIED**

b. Transitional Duties Ordinance

The Committee looked at changing the proposed ordinance to allow for additional changes.

**Motion by Mr. Boulware                      Seconded by Mr. Reese                      To recommend the new version of the ordinance.**

**ALL IN FAVOR                                      NONE OPPOSED                                      MOTIOIN CARRIED**

c. Required Financial Audit on all entities which receive city funding

The committee reviewed the proposed ordinance.

**Motion by Mr. Boulware                      Seconded by Mr. Reese                      To recommend.**

**ALL IN FAVOR                                      NONE OPPOSED                                      MOTION CARRIED**

d. Any other actions or discussions deemed necessary for the Ordinance Committee to consider.

**IV. OTHER BUSINESS**

None

**V. ADJOURN**

**Motion by Mr. Boulware**

**Seconded by Mr. Reese**

**To adjourn at 6:37P.M**

**ALL IN FAVOR**

**NONE OPPOSED**

**MOTION CARRIED**



## City of Daphne – Public Works Committee

Meeting Date: January 17, 2012 (Note: Meeting held on Tuesday to accommodate Dr. King Holiday)

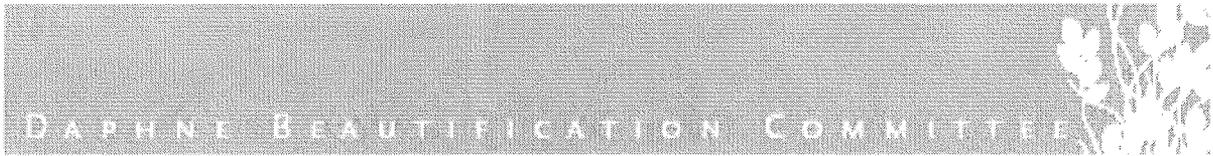
### Notice of Action Taken

Agenda Item #	Description	Action Taken	Forwarded To	Person to Implement	Notes
IV.A.i.	Sidewalk Proposals & Discussions – South Side of CR64 – Target to Essex Street (Expansion of existing link)	Discussion Item Only – Committee was favorable to adding project to Public Works “In-House” sidewalk project list	N/A	Public Works Director	PWD will continue with design, cost estimates and determination of needed easements – to report back to the PWC at a future date
IV.A.ii.	Sidewalk Proposals & Discussions – North Side of Wilson Ave – US Hwy 98 to Watts Lane (Expansion of existing link)	Discussion Item Only – Committee was favorable to adding project to Public Works “In-House” sidewalk project list	N/A	Public Works Director	PWD will continue with design, cost estimates and determination of needed easements – to report back to the PWC at a future date
IV.A.iii.	Sidewalk Proposals & Discussions – Creekwood to Crossing at Stratford Glen (Link)	Discussion Item Only – Committee was favorable to adding project to Public Works “In-House” sidewalk project list	N/A	Public Works Director	PWD will continue with design, cost estimates and determination of needed easements – to report back to the PWC at a future date
V.A.	Motion for R.O.W. dedication (Whispering Pines @ Civic Center) – City of Daphne (Not in the packet – under separate handout)	No action taken – Item tabled to February meeting by City Engineer	N/A	Jaye Robertson, PE – HMR Engineers	Will resubmit agenda item by 02/13/2012 for placement on 02/20/2012 Public Works Agenda

  
\_\_\_\_\_

Richard D. Johnson, PE; Director

January 23, 2012



CITY OF DAPHNE  
PO Box 400  
DAPHNE, AL 36526

## January 6, 2012 Meeting Minutes

District 1  
Dorothy Morrison,  
Chair

In attendance:

Margorie Bellue, Dwayne Coley, Richard Johnson, Elaine Maxime, Marilyn O'Connor Moore, Dorothy Morrison, Denise Penry, Rebecca Trosclair, Selena Vaughn, Tomasina Werner, Bea Wilson

District 2  
Carolyn Coleman  
Marilyn O'Connor-  
Moore, Secretary  
Bea Wilson

Correction to December meeting minutes—the Beautification Award will be awarded to District 6 & 7 this month not 1.

District 3

Public Works Report:

11 Poinsettias and a replacement deer have been ordered for next year's holiday decorations. The Season's Greetings will take some electrical work before next year. When new bulbs come in DBC will need to set up a work day.

District 4  
Selena Vaughn

More large recycling cans coming in this week.

District 5  
David Dueitt  
Patty Kearney

The military flag project for the former rose garden at the Civic Center will aim to be installed by Memorial Day. Publicity is needed and perhaps help will be available from Tonya Young and Margaret Thigpen.

District 6  
Elaine Maxime

Road construction projects - Well Road is underway so berm plantings and gate will follow. ALDOT completing Hwy 98 at 64 soon and PW will work on median plantings there and then do Whispering Pines at 98.

District 7  
Rebecca Trosclair

Richard working on goals and strategic plan for PW this year—looking at goals above and beyond the daily job.

City Liaisons  
Margorie Bellue  
Richard Johnson  
Dwayne Coley  
David McKelroy  
Denise Penry  
Pat Albert

PW would like to work with DBC in finding more publicity opportunities.

The ALDOT permit for the Gator Alley area walkway is approved and should be in progress in the near future.

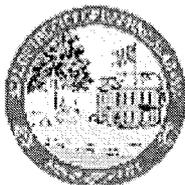
Parks & Recreation:

No improvements have been made that were discussed at the onsite meetings about the parks. P&R is planning to remove the azaleas along the fence of Joe Louis Patrick Park but no plantings of crape myrtles are scheduled. The possibility of changing the parking spots at Centennial to straight in has not been decided but parking there needs improvement.

Sub-Committee Reports:

Arbor Day trees ordered. Event will start at 8AM, Saturday, 2/25. Dorothy to contact Starbucks and the Girl Scouts. Master gardeners and Daphne Utilities will participate. Dwayne contacting Riviera. Tomasina will do the publicity. We need to get this on the City calendar and website.

Gator Alley needs the crape myrtles trimmed neatly. Discussed-even the parking lots of parks are Parks & Rec territory. Art for the posts on that fence need to be reconsidered this year.



2012 elections: Dorothy Morrison re-elected as Chair and Marilyn O'Connor Moore, Secretary.

Other: Public Works mentioned DBC that the Daphne Museum may be interested in landscape design and maintenance advice.

Meeting adjourned.

**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:**

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**DOWNTOWN REDEVELOPMENT AUTHORITY  
DAPHNE, AL  
1705 MAIN STREET  
JANUARY 23, 2012  
5:30 P.M.**

**1. CALL TO ORDER/ROLLCALL**

Casey Zito called the meeting to order at 5:40 p.m.

**Members Present:** Casey Zito; Ken Balme.; Doug Bailey; Dayna Oldham.

**ABSENT:** Ronald Nero; Mary Beth Mantiply.

Also present: Cathy Barnette, Council Liaison Rebecca Hayes, recording secretary; Dorothy Morrison, Beautification Committee.

**2. OLD BUSINESS**

**Focus Group Meeting**

Casey recapped the Focus Group meeting. Everyone liked using the term historical in describing the downtown area, and they liked the idea of connecting resources from local to outside, they liked the map concept, and voiced concerns over parking and signage. The members thought it would be a good idea to meet with the land owners to discuss the Authority's ideas and goals.

**Mini-Grant Application:**

Members discussed meeting with the land owners to inform them about the mini-grants. They discussed grant amount limits, and how often they would award a grant, the amount for a matched grant and a non-matched grant, and how often a business can receive one. They discussed giving one grant per six (6) months per business. They discussed giving grants to special events that impact Downtown Daphne. The members want to promote the downtown businesses and bring in additional businesses. Casey will finalize the grant application and e-mail it to the members for suggestions, and bring the final draft to the next meeting for approval.

**Website**

Mr. Michael Francis with JMF Solutions discussed options for the website. The members mentioned features that they would like for the site. They would like a historical page, links to downtown businesses, and downtown events page, and a mini-grant page. Mr. Francis discussed the logo they would like for the site. He said that he had registered downtowndaphne.com domain for the Authority. He said that they needed to establish a base policy for operating the site, establish who will be in charge and responsible for posting to site, and establish what every merchant will get on the site. The members agreed to provide basic information about the business and a link to that business's webpage. The members decided to go with basic pages and go from there. Mr. Francis will meet back with the members to present what he has designed.

**Plaque for the fountain:**

**DOWNTOWN REDEVELOPMENT AUTHORITY**  
**DAPHNE, AL**  
**1705 MAIN STREET**  
**JANUARY 23, 2012**  
**5:30 P.M.**

2

Doug reported that he spoke with Jeff Hudson and Jeff said that he could not locate the information regarding the plaque he did for city hall. Doug said he can check with the company that is doing a plaque for Daphne Utilities to get the cost and time frame, and report back at the next meeting.

**4. TREASURERS REPORT:**

The balance in the reserve fund is \$70,131.87. Casey is still working on trying to open a bank account.

**5. NEW BUSINESS**

**Report to Council**

Casey recapped her report to council she gave at the last council meeting reporting on the short and long term goals of the Authority, the mini-grants, and that they are still working on finding grants to put the utilities underground.

**6. REPORT ON BEAUTIFICATION PROJECTS / DOROTHY MORRISON**

Dorothy reported that the Beautification Committee is working to beautify the KFC hill. They are working on Mardi Gras decorations, and putting flags at the Civic Center representing the different branches of the armed services.

**7. NEXT MEETING**

The next meeting will be February 27, 2012 at 5:30 p.m.

**8. ADJOURN**

The meeting adjourned at 7:00 p.m.

Respectfully submitted,

Downtown Redevelopment Authority

**January 23, 2012  
CITY OF DAPHNE, AL  
INDUSTRIAL DEVELOPMENT BOARD MEETING 6:00 P.M. at Daphne City Hall,  
1705 Main Street, Daphne, AL in conference room.**

**1. CALL TO ORDER/ROLL CALL**

Members present – Toni Fassbender, Pokey Miller, Joe Davis and Doug Bailey  
Also present – David Cohen and Tommie Conaway

**2. OLD BUSINESS**

None

**3. TREASURERS REPORT**

Note of banking error on checking account for Wells Fargo the account was short \$21,812.50. The funds had mistakenly been removed by Wells Fargo but were replenished on January 23, 2012.

**Motion by Mr. Bailey                      Seconded by Mr. Davis                      To document the  
discrepancy in the minutes.**

**ALL IN FAVOR                                  NONE OPPOSED                                  MOTION CARRIED**

**Motion by Mr. Davis                      Seconded by Mr. Bailey                      To request a official letter  
of explanation from Wells Fargo Bank.**

**ALL IN FAVOR                                  NONE OPPOSED                                  MOTION CARRIED**

**Motion by Mr. Bailey                      Seconded by Mr. Davis                      To accept the treasures  
report in the amount of \$229,746.24.**

**ALL IN FAVOR                                  NONE OPPOSED                                  MOTION CARRIED**

**4. NEW BUSINESS**

A call center is looking at locating in the City of Daphne and has requested assistance. A special meeting is needed to discuss.

**Motion by Mr. Miller                      Seconded by Mr. Bailey                      To set meeting date to  
February 7, 2012 at 6 P.M.**

**ALL IN FAVOR                                  NONE OPPOSED                                  MOTION CARRIED**

**5. OTHER BUSINESS**

None.

**6. ADJOURN**

**Motion by Mr. Miller**

**Seconded by Mr. Bailey**

**To adjourn.**

**ALL IN FAVOR**

**NONE OPPOSED**

**MOTION CARRIED**

**THERE BEING NO FURTHER BUSINESS TO DISCUSS THE MEETING  
ADJOURNED AT 7:30 P.M.**

Respectfully Submitted,

\_\_\_\_\_  
David L. Cohen, Secretary

Approved:

\_\_\_\_\_  
Toni Fassbender, Chairman

## Toni Fassbender

---

**From:** diane.millar@wellsfargo.com  
**Sent:** Friday, January 20, 2012 4:45 PM  
**To:** toni@seamautogroup.com  
**Subject:** Transfer of funds  
**Attachments:** image2012-01-20-163708.pdf

Toni, attached you will find copies of the debit ticket from acct ending 6225, credit ticket for account ending 7469 and the deposit slip. I have spoken with Dan to let him know that the funds had been placed back into the account.

I do apologize for the error and I have spoken to the parties involved so as to not have this error happen again. Thank you for your patience and have a great weekend.

Diane Millar  
Store Manager  
NMLS ID#702629  
Wells Fargo Bank | 2535 US Hwy 98 | Daphne ,AL 36526  
MAC W2001-010  
Tel: 251-621-9300 | Fax: 251-621-3678  
[diane.millar@wellsfargo.com](mailto:diane.millar@wellsfargo.com)

*This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.*

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Routing	Sequence #	Paid Date	Amount	Account	Serial	Capture Source
6200008	2390494026	12132011	\$20812.50	02000688647469	9628	00010303

**Withdrawal / Retiro:** 9628

(Check One / Marque Uno)  Checking / Cuenta de Cheques  Savings / Ahorros  Money Market Access

Checking, Savings, Money Market Access account number /  
Número de cuenta de Cheques, Ahorros, MMA

\* 2000688647469 Date/Fecha 12-12-11

Please print: Name / Letra de molde / Nombre  
**Toni Fassbender**

Please print: Street address, City, State, Zip Code / Letra de molde: Domicilio, Ciudad, Estado, Código Postal  
**Payne, W 30524**

I authorize this withdrawal and acknowledge receipt of the amount indicated below. /  
Yo autorizo este retiro y doy conocimiento de haber recibido la cantidad indicada abajo.  
Please sign in teller's presence / Favor de firmar en la presencia del cajero  
Two forms of ID may be required. / Se podrían requerir dos tipos de identificación.

(X) Toni Fassbender

twenty thousand eight hundred and twelve and 50/100 \$ 20812.50

12/13/11 09:47 PM C00020

01 0065693 0230029  
RT 062000080 Acct 2000688647469

Bank Use Only (When SVT is Not Available) TLR9230 (06/06) WFO116 11308502

Customer id:	Exp. date:	Token Verified (✓) <input type="checkbox"/>	Approval:
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⑈ 9628 ⑈ ⑆ 500000694 ⑆



Wells Fargo Internal Use When Blank.  
Wells Fargo Confidential When Completed

Wells Fargo Bank  
Transaction Record

Store #0065693 01

Deposit

Account Number  
XXXXXXXXXX7469  
00220

Cash In	\$0.00
Total Deposited	\$20,812.50
Less Cash	- \$0.00
Net Deposit Amount	\$20,812.50

Transaction # 003 0005  
04:31PM 01/20/12 Credited: 01/23/12

Thank you, Timothy

**DAPHNE  
INDUSTRIAL DEVELOPMENT BOARD  
JANUARY 20, 2012**

Cash balance	11/22/2011		
		\$ 30,954.97	
		\$ 188,910.88	
Cash total			\$ 219,865.85
Receivables			
	August, September, October, November		<u>\$ 9,880.39</u>
<b>TOTAL</b>			<b>\$ 229,746.24</b>

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF DECEMBER 15, 2011  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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**CALL TO ORDER:**

The number of members present constitutes a quorum. The regular meeting of the City of Daphne Planning Commission was called to order at 5:00 p.m.

**CALL OF ROLL:**

**Members Present:**

\*Joe Lemoine  
Dan Gibson  
Ed Kirby, Chairman  
Bailey Yelding, Jr., Mayor  
Larry Chason, Vice Chairman  
Cathy Barnette, Councilwoman  
Chief James "Bo" White

\*Mr. Lemoine arrived at 6:05 p.m.

**Members Absent:**

Don Terry, Secretary  
Victoria Phelps

**Staff Present:**

Adrienne Jones, Director of Community Development  
Jan Dickson, Planning Coordinator  
Nancy Anderson, GIS Manager  
Misty Gray, Attorney

**Staff Absent:**

Jay Ross, Attorney  
Erick Bussey, Associate Attorney  
Richard Johnson, Public Works Director  
Ashley Campbell, Environmental Programs Manager  
Lonnie Jones, Code Enforcement Officer

**Others Absent:**

Rob McElroy, General Manager/Utilities Board of the City of Daphne  
Danny Lyndall, Operations Manager/Utilities Board of the City of Daphne  
Rex Rentz, Code Enforcement Officer/Utilities Board of the City of Daphne

The first order of business is the call to order.

Chairman: Please let the record reflect that Mr. Terry and Ms. Phelps are not present.

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF DECEMBER 15, 2011  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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The next order of business is the approval of the minutes.

**APPROVAL OF MINUTES:**

The minutes of the November 17, 2011 regular meeting were considered for approval.

Chairman: A copy of the minutes was furnished to us previously. Do any of the Commissioners have any questions or comments? If there are no additions, deletions, or corrections at this time, the Chair will entertain a motion.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Gibson **to approve the minutes of the November 17, 2011 regular meeting. The Motion carried unanimously.**

The next order of business is an administrative review for Caroline Woods Subdivision, Phase Two A, B, C, D.

**NEW BUSINESS:**

**ADMINISTRATIVE PRESENTATION:**

An introductory presentation to be given by Mr. David Diehl, representing Preble-Rish, requesting an extension of time for the approval of the preliminary plat for Caroline Woods Subdivision, Phase Two A, B, C, D. The preliminary plat was approved by the Planning Commission on April 22, 2010. The one year approval of the preliminary plat has expired. The extension is for the undeveloped portions of Phase Two which is B, C, and D. I will be happy to answer any questions you may have.

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

Ms. Barnette: Mr. Chairman, does the vote for the extension require six affirmative votes or just a majority?

Ms. Jones: Just a majority.

Ms. Barnette: I have worked with my employer on the storm water management for this project so I have abstained from the vote in the past.

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

A **Motion** was made by Mayor Yelding and **Seconded** by Mr. Chason **to grant a one year extension of time of the approval of the preliminary plat for Caroline Woods Subdivision, Phase Two B, C, D. The Motion carried. Ms. Barnette abstained.**

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF DECEMBER 15, 2011  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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The next order of business is an administrative review for Caroline Woods Subdivision, Phase Three A & B.

An introductory presentation to be given by Mr. David Diehl, representing Preble-Rish, requesting an extension of time for the approval of the preliminary plat for Caroline Woods Subdivision, Phase Three A & B. The preliminary plat was approved by the Planning Commission on November 18, 2010. We are asking for an extension for Phase Three A & B, also. I will be happy to answer any questions you may have.

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

**A Motion** was made by Mr. Chason and **Seconded** by Mr. Lemoine **to grant a one year extension of time for the approval of the preliminary plat for Caroline Woods Subdivision, Phase Three A & B. The Motion carried. Ms. Barnette abstained.**

Chairman: The extension is being requested from this date, right?

Mr. Diehl: Yes.

The next order of business is site plan review of Ollie's Restaurant.

**SITE PLAN REVIEW:**

**File S11-08:**

**Site:** Ollie's Restaurant

**Zoning(s):** B-2, General Business

**Location:** Northeast of the intersection of County Road 64 and U. S. Highway 98

**Area:** 4.7 Acres ±

**Owner:** Staples GGP, L.L.C.

**Engineer:** Hutchinson, Moore & Rauch - Doug Bailey

An introductory presentation was given by Mr. Doug Bailey, representing Hutchinson, Moore & Rauch, requesting site plan review for a restaurant located in the southeast corner of the intersection of U.S. Highway 98 and County Road 64. If you will recall, we had a site plan we submitted for the renovation of Staples which showed the location of a building in this location, but at that time the use was unknown. The site plan did meet the parking requirements, but since that time the site plan has expired. Now it is going to be a restaurant so we have shown the building where the previous building was shown and added the required parking to the west. You have other businesses there so it will be shared parking. They will use the existing entrances.

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF DECEMBER 15, 2011  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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The improvements shown on County Road 64 are proposed to take place with construction of the right turn lane by the Alabama Department of Transportation at the intersection of County Road 64 and U.S. Highway 98. I will be happy to answer any questions you may have.

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

Ms. Barnette: I just have one. I know we discussed this when we talked about the renovation. There was a lot of discussion about the right-in and right-out onto County Road 64. Has there been any additional consideration regarding the right-in and right-out as to the possibility of closing one of those entrances?

Mr. Bailey: Yes ma'am. The plans show what we call a "pork chop" at the first entrance. The plan for right turn lane changed some of the striping on County Road 64. To be honest with you when you have double stacking in the lanes there, I do not think that people will be interested in making a left turn there into Staples anymore. They will have to go up to the left turn lane.

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

Ms. Barnette: I think we need to make the staff recommendations and modifications part of the record.

Mr. Bailey: The revisions came after the site preview meeting. I would recommend approval based on the staff recommendations and comments.

Chairman: I have one question regarding the dumpster enclosure. Does our Ordinance require that it be completely enclosed or against the building? I know if it is in the middle of the parking lot that it has to be completely enclosed.

Ms. Jones: No. The intent of the Ordinance is to screen it from the public right-of-way. Since the enclosure is located behind the building and the wall that they are proposing is parallel to County Road 64, then they would still meet our requirements.

Mr. Gibson: You said the wall is parallel to County Road 64, but it really is not. It is not really parallel to the building, but it really does not matter.

Ms. Jones: The purpose is so that it is screened from the right-of-way.

Mr. Gibson: It is screened.

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

**A Motion was made by Barnette and Seconded by Mr. Gibson to approve the site plan for Ollie's Restaurant based on the amended drawings and the staff recommendations. The Motion carried unanimously.**

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF DECEMBER 15, 2011  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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The next order of business is site plan review of Christ the King Adoration Chapel.

**SITE PLAN REVIEW:**

File S11-09:

**Site:** Christ the King Adoration Chapel

**Zoning(s):** R-2, Medium Density Family Residential

Location: Dryer Avenue and Main Street  
Area: 4.7 Acres ±  
Owner: Christ the King Church  
Engineer: Hutchinson, Moore & Rauch - Doug Bailey

An introductory presentation was given by Mr. Doug Bailey, representing Hutchinson, Moore & Rauch, requesting site plan review of the construction of an addition to Christ the King Church located northwest of the intersection of Main Street and Dryer Avenue. The church requested and received a variance and special exception on December 1, 2011 from the Board of Zoning Adjustments. The special exception is because it is located in an R-2, Medium Density Single Family Residential, zone. A variance request was also to encroach fifteen feet into the side yard setback on Dryer Avenue. We will also be placing detention on the north side of the building. At the site preview meeting, Mr. Gibson had asked about tree protection. As a part of the site plan, we have provided a tree protection plan which shows how the trees will be trimmed and protected. I will be happy to answer any questions you may have.

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

Ms. Barnette: I would like to just echo how important the tree protection area is here. That is why we call it a significant tree in our Land Use Ordinance.

Mr. Bailey: It is a pretty big deal to the church too.

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

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Lemoine **to approve the site plan for Christ the King Adoration Chapel. The Motion carried unanimously.**

The next order of business is public participation.

THE CITY OF DAPHNE  
PLANNING COMMISSION MINUTES  
REGULAR MEETING OF DECEMBER 15, 2011  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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**PUBLIC PARTICIPATION:**

Chairman: Is there anyone who would like to address the Planning Commission?

No public participation.

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

**ATTORNEY'S REPORT - CONSERVATION EASEMENT FOR TIMBERCREEK GOLF COURSE:**

Ms. Gray: No report.

Ms. Barnette: This is for the record. The conservation easement for TimberCreek Golf Course has been fully executed.

The next order of business is commissioner comments.

**COMMISSIONER'S COMMENTS:**

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

Commission members: We wish you a Merry Christmas and Happy New Year.

The next order of business is director's comments.

**DIRECTOR'S COMMENTS:**

Ms. Jones: We have pastry, cake and cheese cake in appreciation for all of the work you do and the time you spend with us. Merry Christmas and Happy New Year.

**ADJOURNMENT:**

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

*There being no further business, the meeting was adjourned at 5:16 p.m.*

*Respectfully submitted by:*

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

**APPROVED:** January 26, 2011

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



CITY OF DAPHNE  
PLANNING COMMISSION AGENDA  
REGULAR MEETING OF JANUARY 26, 2012 REPORT  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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**B. SUBDIVISION REPLAT REVIEW:**

**1. File SRP12-01: (APPROVED)**

**Subdivision:** Replat of Lot 2 & the west 100 acres of Lot 1, Orfner Subdivision

**Zoning(s):** *Unzoned in Baldwin County in Extraterritorial Planning Jurisdiction*

**Location:** South of U.S. Highway 90

**Area:** 15 Acres ±

**Owner:** Crossroads, L.L.C. - Clarence Burke

**Engineer:** Preble-Rish - David Diehl

**2. File SRP12-02: (APPROVED)**

**Subdivision:** Estates of Tiawasee, Replat of Lots 5 & 6

**Zoning(s):** *R-1, Low Density Single Family Residential*

**Location:** Southwest of Lawson Road and County Road 13 on Cowles Crossing

**Area:** 1.58 Acres ±

**Owner:** Eastern Shore Acquisitions, L.L.C. - Nathan Cox

**Engineer:** Preble-Rish - David Diehl

**3. File SRP12-03: (APPROVED)**

**Subdivision:** Estates of Tiawasee, Replat of Lots 9 & 10

**Zoning(s):** *R-1, Low Density Single Family Residential*

**Location:** Southwest of Lawson Road and County Road 13 at the intersection of Paynes Gray Lane & North Lamhatty

**Area:** 1.41 Acres ±

**Owner:** Eastern Shore Acquisitions, L.L.C. - Nathan Cox

**Engineer:** Preble-Rish - David Diehl

**4. File SRP12-04: (APPROVED)**

**Subdivision:** Estates of Tiawasee, Replat of Lots 19 & 20

**Zoning(s):** *R-1, Low Density Single Family Residential*

**Location:** Southwest of Lawson Road and County Road 13 on Paynes Gray Lane

**Area:** 1.63 Acres ±

**Owner:** Eastern Shore Acquisitions, L.L.C. - Nathan Cox

**Engineer:** Preble-Rish - David Diehl

CITY OF DAPHNE  
PLANNING COMMISSION AGENDA  
REGULAR MEETING OF JANUARY 26, 2012 REPORT  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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5. **File SRP12-05:** **(APPROVED)**
- Subdivision:** Estates of Tiawasee, Replat of Lots 33 & 34
- Zoning(s):** *R-1, Low Density Single Family Residential*
- Location:** Southwest of Lawson Road and County Road 13 on North Lamhatty Lane
- Area:** 1.42 Acres  $\pm$
- Owner:** Eastern Shore Acquisitions, L.L.C. - Nathan Cox
- Engineer:** Preble-Rish - David Diehl
6. **File SRP12-06:** **(APPROVED)**
- Subdivision:** Estates of Tiawasee, Replat of Lots 37 & 38
- Zoning(s):** *R-1, Low Density Single Family Residential*
- Location:** Southwest of Lawson Road and County Road 13 on North Lamhatty Lane
- Area:** 3.07 Acres  $\pm$
- Owner:** Eastern Shore Acquisitions, L.L.C. - Nathan Cox
- Engineer:** Preble-Rish - David Diehl

**C. ADMINISTRATIVE PRESENTATION:**

Presentation to be given by Nancy Anderson, GIS Manager, of a revision to the City of Daphne Zoning and Street Map. **(APPROVED)**

5. **PUBLIC PARTICIPATION**
6. **ATTORNEY'S REPORT**
7. **COMMISSIONER'S COMMENTS**
8. **DIRECTOR'S COMMENTS:** Discuss revision to the preliminary plat for Dunmore Subdivision, Phase Two, Part C to change the proposed drainage ditch located on the southern property line of the project from a concrete to an earthen ditch, and to also add a note to the final plat which states, "the maintenance of the earthen will not be the responsibility of the City of Daphne, but shall be the responsibility of the developer and/or owner and subsequently the Property Owners' Association". **(REVISION TO PRELIMINARY PLAT PROVIDED TO COMMISSION TO BE READ INTO THE RECORD - NO ACTION TAKEN).**
9. **ADJOURNMENT**

**SET A PUBLIC HEARING DATE**

**MARCH 5, 2012**

**TO CONSIDER:**

1. Revisions to the Land Use and Development Ordinance / Zoning Map
2. Annexation of Woodrow Lane Right-of-Way

To: Office of the City Clerk  
From: Adrienne D. Jones,  
Director of Community Development  
Subject: The Right-of-Way of Woodrow Lane from  
Alabama Highway 181 to the unimproved  
portion of Woodrow Lane into the  
Corporate Limits of the City of Daphne

MEMORANDUM

Annexation Review  
Date: January 13, 2012

**LOCATION:** Woodrow Lane from Alabama Highway 181 to the  
unimproved portion of Woodrow Lane

**RECOMMENDATION:** At the August 25, 2011, regular meeting of  
the City of Daphne Planning Commission, seven  
members were present. The motion carried  
unanimously for a ***favorable recommendation*** of  
the above-mentioned annexation.

The appropriate documentation and action of the Planning  
Commission has been provided to the City Attorney for the  
preparation of the ordinance. Upon receipt of said ordinance,  
please place on the appropriate City Council agenda to set a  
public hearing.

Thank you,  
ADJ/jd

cc: file  
Richard Johnson, Public Works Director  
Ross, Jordan & Gray

attachment(s)

1. ALDOT letter(s) 1/6/2012, 12/14/2011, and 11/28/2011
2. Planning Report
3. Baldwin County letter 8/12/11
4. Public Works Report 7/26/11
5. Maps
6. Miscellaneous Land Records
7. Ordinance (City Attorney)

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2012-\_\_\_\_\_**

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**AN ORDINANCE TO ANNEX THE RIGHT OF WAYS OF WOODROW LANE  
LOCATED ADJACENT TO INTERSTATE 10 AND WEST OF ALABAMA STATE  
HIGHWAY 181**

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**WHEREAS**, on the 6<sup>th</sup> day of January, 2012, the State of Alabama, being the owner of the real property herein described, did file with the City a letter containing the signature of Lee Reach, P.E., an authorized agent of the State of Alabama Department of Transportation, whereby the State of Alabama provided its consent to the annexation of said real property into the corporate limits of the City of Daphne, Alabama; and

**WHEREAS**, the City of Daphne, Alabama, desires to utilize said real property for the health, safety, and welfare purposes of roadway maintenance; and

**WHEREAS**, the Planning Commission of the City of Daphne, Alabama, at its regularly scheduled meeting of August 25, 2011, forwarded a favorable recommendation to the City Council of the City of Daphne, Alabama for annexation of the areas shown in Exhibit "A"; and

**WHEREAS**, after proper publication, a public hearing was held on March 5, 2012, 2012, by the City Council of the City of Daphne concerning said letter for annexation; and

**WHEREAS**, the City Council of the City of Daphne determine it is in the public interest that said real property be annexed into the City of Daphne, Alabama and that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama (1975);

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

**SECTION I: ANNEXATION**

The boundary lines of the City of Daphne, Alabama, be, and the same are hereby altered or rearranged as to include all of the territory heretofore encompassed by the corporate limits of the City of Daphne, Alabama and in addition thereto the following described territory, to-wit:

NAME: Rights-of-Way of Woodrow Lane located adjacent to Interstate 10 and west of Alabama State Highway 181.

## DESCRIPTION:

Said tract of land lying in Section 27, Township 4 South, Range 2 East, Baldwin County, Alabama and containing 12.55 acres, more or less. Being more particularly described as beginning at a point which is 250 feet Northwesterly of and at right angles to the centerline of project No. I-10-1(19) at station 568+52.44; thence N 0°-26'-24" W, a distance of 80.80 feet; thence N 81°-32'-36" E, a distance of 836.24 feet; thence N 84°-08'-45" E, a distance 1101.14 feet; thence N 77°-24'-50" E, a distance of 1027.70 feet; thence N 76°-54'-26" E, a distance of 486.48 feet; thence N 86°-01'-10" E, a distance of 1127.46 feet; thence N 63°-39'-11" E, a distance of 437.02 feet; thence N 31°- 55'-53.5" E, a distance of 170.17 feet; thence N 0°-12'-36" E, a distance of 530.72 feet; thence N 30°-12'-36" E, a distance of 290.00 feet; thence S 0°-12'-36" W, a distance of 160.00 feet; thence S 30°-12'-36" W, a distance of 130.00 feet; thence S 0°-12'-36" W, a distance of 580.23 feet; thence S 31° - 55' - 53.5" W, a distance of 170.17 feet; thence S 63° - 39' - 11" W, a distance of 476.48 feet; thence S 84°-40'-01" W, a distance of 1159.77 feet; thence S 79°-14'-20" W, a distance of 481.96 feet; thence S 78°-31'-40 W, a distance of 1026.45 feet; thence S 84°-08'-45" W, a distance of 1101.14 feet; thence S 81°-32'-36" W , a distance of 847.51 feet to the point of beginning.

NAME: Strip of real property 50 feet in width and 200 feet in length, to be used as a drainage ditch.

## DESCRIPTION:

Said strip of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.230 acre more or less. Being more particularly described as beginning at a point which is 231.04 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 581+17; thence S 84°-08'-45" W, a distance of 27.47 feet; thence N 30°-21'-15" W, a distance of 200.00 feet; thence N 84°-08'-45" E, a distance of 54.94 feet; thence S 30°-21'-15" E, a distance of 200.00 feet; thence S 84°-08'-45" W , a distance of 27.47 feet to the point of beginning.

NAME: Strip of real property 50 feet in width and 200 feet in length, to be used as a drainage ditch.

## DESCRIPTION:

Said strip of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.230 acre more or less. Being more particularly described as beginning at a point which is 323.92 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 596+03.34; thence S 77°-24'-50" W, a distance of 27.96 feet; thence N 14°-01'-40" E, a distance of 200.00 feet; thence N 77°-24'-50" E, a distance of 55.92 feet; thence S 14°-01'-40" W, a distance of 200.00 feet; thence S 77°-24'-50" W , a distance of 27.96 feet to the point of beginning.

NAME: Strip of real property 50 feet in width and 200 feet in length, to be used as a drainage ditch.

DESCRIPTION:

Said strip of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.230 acre more or less. Being more particularly described as beginning at a point which is 332.06 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 597+52.27; thence S 77°-24'-50" W, a distance of 26.16 feet; thence N 4°-31'-40" E, a distance of 200.00 feet; thence N 77°-24'-50" E, a distance of 52.32 feet; thence S 4°-31'-40" W, a distance of 200.00 feet; thence S 77°-24'-50" W , a distance of 26.16 feet to the point of beginning.

NAME: Strip of real property 50 feet in width and 200 feet in length, to be used as a drainage ditch.

DESCRIPTION:

Said strip of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.230 acre more or less. Being more particularly described as beginning at a point which is 356.51 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 602+59.27; thence S 76°-54'-26" W, a distance of 25.93 feet; thence N 2°-14'-29" E, a distance of 200.00 feet; thence N 76°-54'-26" E, a distance of 51.86 feet; thence S 2°-14'-29" W, a distance of 200.00 feet; thence S 76°-54'-26" W , a distance of 25.93 feet to the point of beginning.

Being contiguous to the Corporate Limits of the City of Daphne, Alabama.

**SECTION II: PUBLICATION**

This ordinance shall be published as provided by law, and a certified copy of the same shall be filed with the Probate Court of Baldwin County, Alabama.

**SECTION III: SEVERABILITY**

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

**SECTION IV: EFFECTIVE DATE**

This Ordinance shall become effective immediately and be in full force after final passage and publication as required by law.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

\_\_\_\_\_  
**CATHY S. BARNETTE,  
DAPHNE COUNCIL PRESIDENT**

\_\_\_\_\_  
**BAILEY YELDING, Jr.,  
MAYOR**

**ATTEST:**

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

PLEASE Publish in the Bulletin Legal Section on Friday, February 10, 2012

**FIRST NOTICE OF PUBLIC HEARING**

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on March 5, 2012 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance annexing certain property as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, MMC

**PROPOSED ORDINANCE:**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2012-**

**AN ORDINANCE TO ANNEX THE RIGHT OF WAYS OF WOODROW LANE LOCATED ADJACENT TO INTERSTATE 10 AND WEST OF ALABAMA STATE HIGHWAY 181**

**WHEREAS**, on the 6<sup>th</sup> day of January, 2012, the State of Alabama, being the owner of the real property herein described, did file with the City a letter containing the signature of Lee Reach, P.E., an authorized agent of the State of Alabama Department of Transportation, whereby the State of Alabama provided its consent to the annexation of said real property into the corporate limits of the City of Daphne, Alabama; and

**WHEREAS**, the City of Daphne, Alabama, desires to utilize said real property for the health, safety, and welfare purposes of roadway maintenance; and

**WHEREAS**, the Planning Commission of the City of Daphne, Alabama, at its regularly scheduled meeting of August 25, 2011, forwarded a favorable recommendation to the City Council of the City of Daphne, Alabama for annexation of the areas shown in Exhibit "A"; and

**WHEREAS**, after proper publication, a public hearing was held on March 5, 2012, by the City Council of the City of Daphne concerning said letter for annexation; and

**WHEREAS**, the City Council of the City of Daphne determine it is in the public interest that said real property be annexed into the City of Daphne, Alabama and that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama (1975);

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

**SECTION I: ANNEXATION**

PLEASE Publish in the Bulletin Legal Section on Friday, February 17 2012

**SECOND NOTICE OF PUBLIC HEARING**

Notice is hereby given the second time, the first notice was published on February 10, 2012, that the City Council of the City of Daphne will hold a Public Hearing on March 5, 2012 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance annexing certain property as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, MMC

**PROPOSED ORDINANCE:**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2012-**

**AN ORDINANCE TO ANNEX THE RIGHT OF WAYS OF WOODROW LANE  
LOCATED ADJACENT TO INTERSTATE 10 AND WEST OF ALABAMA STATE  
HIGHWAY 181**

**WHEREAS**, on the 6<sup>th</sup> day of January, 2012, the State of Alabama, being the owner of the real property herein described, did file with the City a letter containing the signature of Lee Reach, P.E., an authorized agent of the State of Alabama Department of Transportation, whereby the State of Alabama provided its consent to the annexation of said real property into the corporate limits of the City of Daphne, Alabama; and

**WHEREAS**, the City of Daphne, Alabama, desires to utilize said real property for the health, safety, and welfare purposes of roadway maintenance; and

**WHEREAS**, the Planning Commission of the City of Daphne, Alabama, at its regularly scheduled meeting of August 25, 2011 forwarded a favorable recommendation to the City Council of the City of Daphne, Alabama for annexation of the areas shown in Exhibit "A"; and

**WHEREAS**, after proper publication, a public hearing was held on March 5, 2012, by the City Council of the City of Daphne concerning said letter for annexation; and

**/END SYNOPSIS**



Robert Bentley  
Governor

## ALABAMA DEPARTMENT OF TRANSPORTATION

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



John R. Cooper  
Transportation Director

January 6, 2012

Mayor Bailey Yelding, Jr.  
City of Daphne  
P. O. Box 400  
Daphne, Alabama 36526

Dear Mayor Yelding:

RE: Right-of-Way Annexation Request  
Woodrow Lane  
City of Daphne

The Ninth Division has no objections to the City of Daphne annexing the rights-of-way of Woodrow Lane, located adjacent to I-10 and west of SR 181, as shown on the attached map.

Should you have any questions or need additional information, please advise.

Sincerely,

Lee Reach, P.E.  
Division Maintenance Engineer

LR/bja  
Attachments  
c: File



Robert Bentley  
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION  
1409 Coliseum Boulevard, Montgomery, Alabama 36110



John R. Cooper  
Transportation Director

December 14, 2011

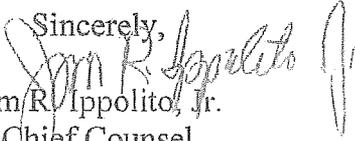
Mr. Vincent E. Calametti, P.E.  
ALDOT Ninth Division Engineer  
1701 I-65 West Service Road N  
Mobile, Alabama 36618-1109

RE: Right-of-Way Annexation Request  
Woodrow Lane  
City of Daphne

Dear Vince:

I am in receipt of your letter request dated November 28, 2011 in reference to the above matter and I concur in your request.

Thank you for your cooperation and assistance.

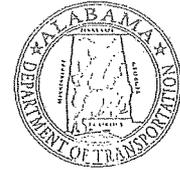
Sincerely,  
  
Jim R. Ippolito, Jr.  
Chief Counsel

JRIJr/lbw



ALABAMA DEPARTMENT OF TRANSPORTATION

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



Robert Bentley  
Governor

John R. Cooper  
Transportation Director

November 28, 2011

Mr. Jim Ippolito  
Chief, Legal Bureau  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

2011 DEC -5 A 11: 28

Dear Mr. Ippolito:

Re: Right-of-Way Annexation Request  
Woodrow Lane  
City of Daphne

The Ninth Division has no objections to the City of Daphne annexing the rights-of-way of Woodrow Lane, located adjacent to I-10 and west of SR 181, as shown on the attached map.

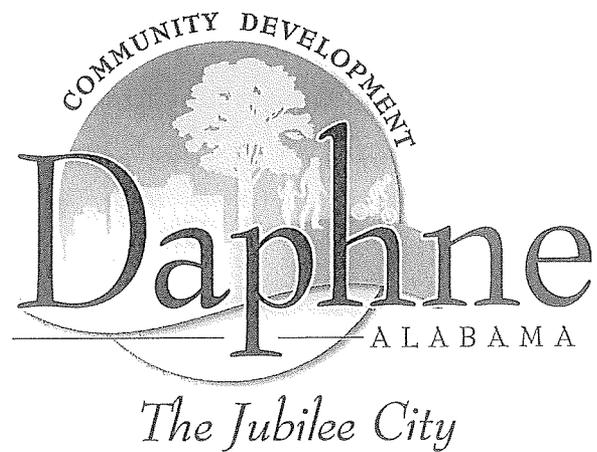
Should you have any questions or need additional information regarding this matter, please advise.

Sincerely,

Vincent E. Calametti, P.E.  
Division Engineer

VEC/LR/bja  
c: File

# Planning Commission



## Public Works Committee Annexation Request--Woodrow Lane

*August 2011 Planning Report*

## COMMUNITY DEVELOPMENT

### Public Works Committee Action Item-Woodrow Lane Annexation

Excerpt from E-mail regarding this item....

“Community Development has no records indicating that Woodrow Lane is in the City limits. To the contrary, our source from Baldwin County, John Taylor, has determined that it is questionable and the question should be posed to the State. On May 31, 2011, Cal Markert of Baldwin County forwarded a request to have the City of Daphne consider taking over maintenance and control of Woodrow Lane (attached). On July 18<sup>th</sup> the Public Works’ Committee determined it appropriate to pursue the matter. In an effort to facilitate the request to annex the road, I need a formal letter from the state or county that certifies their agreement to proceed with annexation. This letter must be presented to the Planning Commission along with the legal description and map.

Planning Reports will be finalized today. As this is a city –project, I will allow the item to remain on the agenda in hopes that all necessary documentation is submitted before the August 17<sup>th</sup> Site Review meeting. If presented after that date, the Commission may elect to postpone the item until another meeting.”

Full correspondence included on the following pages.

Jan Dickson

---

**From:** DirectorPW <directorpw@bellsouth.net>  
**Sent:** Tuesday, July 26, 2011 3:41 PM  
**To:** Bailey Yelding; Councilwoman Barnette; Councilman Lake; Mayor Fred Small  
**Cc:** 'Jane Robbins'; 'Kim Briley'; Suzanne Henson; Adrienne Jones; Jan Dickson; 'Jaye Robertson'; David Cohen; Becky; Cal Markert; Buck Conaway; Candice Bishop; Denise Penry; Duke Crutchfield; Dwayne Coley; Dwayne Coley; Frank Barnett; Freddie Johnson; 'Melvin McCarley'; 'Sandi Cushway'; Tracey Miller  
**Subject:** Public Works Committee - Notice of Action Taken - 07-26-2011  
**Attachments:** July 26 2011 PW Committee Notice of Action Taken with Attachments.pdf

Please see attached Notice of Action Taken from today's PW Committee Meeting. Please note there are immediate actionable items for the following departments and personnel:

Public Works Administration/Mechanical  
City Engineer  
Finance Department  
Community Development  
City Clerk

Adrienne –

1. Please see the motion concerning the naming of the Unnamed road to: Eliza Drive. The PW Committee felt strongly that roads of this type should be named after residents of the community served. Miss Eliza was a longtime resident of the community and was well known to all who lived in the area.
2. Woodrow Lane – Can you verify if it is already in the corporate limits, if not we will need to included annexation in any request and consideration. I will ask the County Engineer for a legal description.

Thanks,

RDJ

**Richard D. Johnson, P.E.**  
**Public Works Director**  
26435 Public Works Road  
Daphne, AL 36526

**Phone:** (251) 621-3182  
**Fax:** (251) 621-3189  
**Cell:** (251) 379-1305

[directorpw@bellsouth.net](mailto:directorpw@bellsouth.net)

## Adrienne Jones

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**From:** Adrienne Jones [ajonesdpln@bellsouth.net]  
**Sent:** Friday, August 12, 2011 2:03 PM  
**To:** 'DirectorPW'  
**Cc:** 'Assistant PW'; 'jandplcr@bellsouth.net'  
**Subject:** RE: Woodrow Lane Annexation Request  
**Attachments:** Public Works Committee - Notice of Action Taken - 07-26-2011

Richard,

In the event that you should need to forward this to the Public Works Committee as an update, this message is framed in response to your original e-mail on July 16, not necessarily the conversations we've had between then and now...

Community Development has no records indicating that Woodrow Lane is in the City limits. To the contrary, our source from Baldwin County, John Taylor, has determined that it is questionable and the question should be posed to the State. On May 31, 2011, Cal Markert of Baldwin County forwarded a request to have the City of Daphne consider taking over maintenance and control of Woodrow Lane (attached). On July 18<sup>th</sup> the Public Works' Committee determined it appropriate to pursue the matter. In an effort to facilitate the request to annex the road, I need a formal letter from the state or county that certifies their agreement to proceed with annexation. This letter must be presented to the Planning Commission along with the legal description and map.

Planning Reports will be finalized today 8/12/11. As this is a city -project, I will allow the item to remain on the agenda in hopes that all necessary documentation is submitted before the August 17<sup>th</sup> Site Review meeting. If presented after that date, the Commission may elect to postpone the item until another meeting.

Take Care

Adrienne

---

**From:** Adrienne Jones [mailto:ajonesdpln@bellsouth.net]  
**Sent:** Wednesday, August 10, 2011 11:49 AM  
**To:** 'DirectorPW'  
**Subject:** RE: Woodrow Lane Annexation Request

Great. Call me when u get a chance--thanks

---

**From:** DirectorPW [mailto:directorpw@bellsouth.net]  
**Sent:** Wednesday, August 10, 2011 11:50 AM  
**To:** 'Adrienne Jones'  
**Subject:** RE: Woodrow Lane Annexation Request

Hope to have it today.

RDJ

Richard D. Johnson, P.E.  
Public Works Director  
26435 Public Works Road  
Daphne, AL 36526

Phone: (251) 621-3182  
Fax: (251) 621-3189  
Cell: (251) 379-1305

[directorpw@bellsouth.net](mailto:directorpw@bellsouth.net)

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**From:** Adrienne Jones [<mailto:ajonesdpln@bellsouth.net>]  
**Sent:** Wednesday, August 10, 2011 11:08 AM  
**To:** 'DirectorPW'; 'Assistant PW'  
**Subject:** RE: Woodrow Lane Annexation Request

Last question on this one, I hope---how long do you think the turnaround will be on the letter? I'd like to include it with reports (will finalize on Friday).

Aj

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**From:** DirectorPW [<mailto:directorpw@bellsouth.net>]  
**Sent:** Tuesday, August 09, 2011 3:12 PM  
**To:** 'Adrienne Jones'; 'Assistant PW'  
**Subject:** RE: Woodrow Lane Annexation Request

I working on one from the county.

Thanks,

RDJ

Richard D. Johnson, P.E.  
Public Works Director  
26435 Public Works Road  
Daphne, AL 36526

Phone: (251) 621-3182  
Fax: (251) 621-3189

Cell: (251) 379-1305

[directorpw@bellsouth.net](mailto:directorpw@bellsouth.net)

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**From:** Adrienne Jones [<mailto:ajonesdpln@bellsouth.net>]

**Sent:** Tuesday, August 09, 2011 2:30 PM

**To:** 'DirectorPW'; 'Assistant PW'

**Subject:** Woodrow Lane Annexation Request

Richard,

Do we have a letter from ALDOT similar to the Highway 181 annexation request saying they have no problem with the request to annex? If so please forward a copy, otherwise I believe for the sake of consistency we need to have it before the Planning Commission makes a recommendation to Council on it.

Thanks

Adrienne

Adrienne Jones | Director | City of Daphne, AL

Department of Community Development |

☎ phone: 251.621.3184 | ☎ fax: 251.621.3185

## DirectorPW

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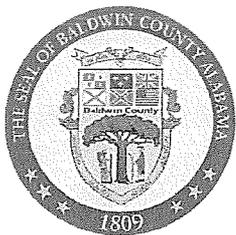
**From:** Cal Markert <CMarkert@baldwincountyal.gov>  
**Sent:** Tuesday, May 31, 2011 2:23 PM  
**To:** mayorsmall@bellsouth.net; Richard Johnson (directorpw@bellsouth.net)  
**Subject:** Woodrow Lane

Richard,

Would you please consider taking over maintenance and control of Woodrow Lane. I had suggested this in previous emails but thought I would see if you could make it happen.

Let me know if you need anything from me.

Thanks  
Cal



**BALDWIN COUNTY**  
HIGHWAY DEPARTMENT  
P.O. Box 220  
SILVERHILL, ALABAMA 36576  
TELEPHONE: (251) 937-0371  
FAX (251) 937-0201

*CAL MARKERT, P.E.*  
*COUNTY ENGINEER*

August 12, 2011

Richard Johnson  
Public Works Director  
City of Daphne  
P. O. Box  
Daphne, Alabama 36526

Re: Woodrow Lane

Mr. Johnson:

The Baldwin County Commission requested me to ask the City of Daphne to take Woodrow Lane for maintenance. The Highway Department consents to the City of Daphne taking over Woodrow Lane as a city street.

If you need additional information please let me know.

Sincerely,

Cal Markert, P.E.  
County Engineer

CM/dm  
File

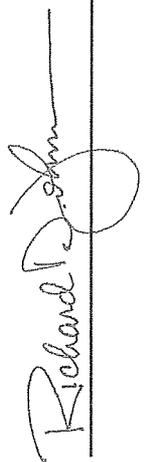
08-18-11 P03:52 IN

## City of Daphne – Public Works Committee

Meeting Date: July 26, 2011

### *Notice of Action Taken*

Agenda Item #	Description	Action Taken	Forwarded To	Person to Implement	Notes
III.E.	Santa Rosa/Old County Road Drainage	To meet with BCBOE Facility Manager to discuss BOE cooperation in the solution to the drainage problems – to report back at a future PWC meeting.	PW Director & City Engineers	PW Director & City Engineers	Brought up from the floor under Old Business from Councilwoman Barnette in the form of additional follow up and follow through.
IV.A.	Tree Removal – Van Avenue (Request for recommendation to send to Finance Committee)	Motion Passed	Finance Department	Finance Staff	Background and low bid attached. Ordinance to appropriate and award work to Spotswood's Tree Service, Inc. in the amount of \$2,175.00.
IV.B.	Woodrow Lane Request to Accept Maintenance from Baldwin County (May require annexation of all or part of ROW)	Motion Passed – Rec. to Planning Commission for consideration and recommendation to City Council.	Community Development	Director of Community Development & PW Director	PW Director will request legal description from the office of the County Engineer and forward to CD. DCD will place on next Planning Commission Agenda
IV.C.	Capital Budget Request for two (2) F150 Ford Trucks to replace Street Department and Solid Waste Department Supervisor's trucks	Motion Passed – Approved PW Staff to solicit bids for two (2) F150 Ford Trucks (with local dealer bid provisions) and recommend to Finance Committee the required Appropriation post bids.	Finance Department	Finance Staff PW Mechanical Supervisor PW Superintendent	PW Mechanical/Admin will provide "bid ready" specifications to Finance Dept. to be solicited for bids. Once bids are received they will be forwarded to Finance Committee for appropriation from capital funds
IV.D.	To name Unnamed Roadway/Drainage Easement (Off Pollard Road north of Deerwood) to: <i>Eliza Drive</i>	Motion Passed – recommendation to Planning Commission to name the roadway <i>Eliza Drive</i> .	City Clerk Community Development	City Clerk Community Development	Item added to Agenda by Chairman – wants the PW Committee recommendation presented to Planning Comm. at Thursday's Meeting (07/28/2011)



Richard D. Johnson, PE; Director

July 26, 2011

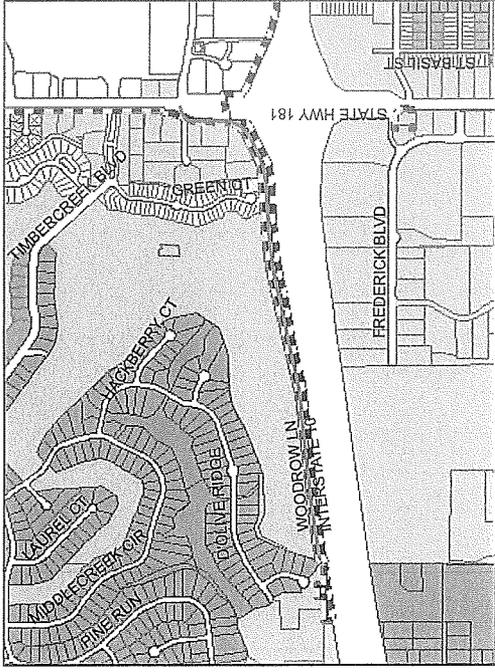


# City of Daphne Community Development Administrative Presentation

August 25, 2011



# WOODROW LANE Annexation



- Legend**
- CITY LIMITS
  - R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL
  - R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL
  - R-3 HIGH DENSITY SINGLE FAMILY RESIDENTIAL
  - R-4 HIGH DENSITY SINGLE & MULTI-FAMILY RESIDENTIAL
  - R-5 MOBILE HOME RESIDENTIAL
  - B-1 LOCAL BUSINESS
  - B-2 GENERAL BUSINESS
  - B-3 PROFESSIONAL BUSINESS
  - C-1 COMMERCIAL/INDUSTRIAL
  - M-1 MULTI-USE
  - ET- JURISDICTION

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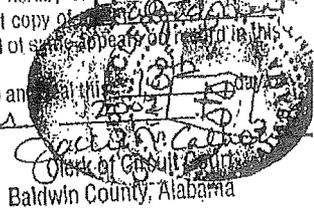
STATE OF ALABAMA,  
PETITIONER,  
VS.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
CASE NO. 8790

MALBIS PLANTATION, INC-  
CORPORATED, and TRACT  
NO. 17 of PROJECT NO.  
I-10-1 (19),  
RESPONDENTS.

I, Jackie N. Calhoun, as Clerk of the Circuit Court of  
Baldwin County, do hereby certify that the foregoing  
is a true and correct copy of the original of said  
and that the original of said appears to be in this  
office.

Witness my hand and seal  
November 20, 1969



FINAL JUDGMENT

This cause coming on to be heard by the Court from 8 Sept-  
ember, 1969, to 10 September, 1969, now comes the parties and  
their respective attorneys of record, and it appearing to the  
Court from the stipulation of the parties made and entered in-  
to on 8 September, 1969, and filed in this cause, that on the  
30th day of April, 1969, the State of Alabama entered into  
possession of the lands hereinafter described for the uses and  
purposes therein averred and that all acts and proceedings re-  
quired to be done or held had been performed, and that this  
cause is for trial only on and as to the valuation issue, i.e.,  
the just compensation, if any, to be paid by the Petitioner, the  
State of Alabama, to the Respondent, Malbis Plantation, Inc., a  
Corporation, for the lands or interest in lands sought to be ac-  
quired in this proceeding, and that an order of condemnation  
should be entered condemning title to the lands hereinafter de-  
scribed for the uses and purposes set forth in the application  
for condemnation, which is now on file in this Court.

110669

And now comes a jury of twelve good and lawful men, to-wit,  
George F. Smythe and eleven others, and the issue of the amount  
of damages and compensation, if any, to which Respondent land-  
owner is entitled having been submitted to them, did return a

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:

2009 December -13 11: 59AM

Instrument Number 699011 Pages 11  
Recording 33.00 Mortgage  
Deed Min Tax  
Index DP 1.00  
Archive 3.00  
Adrian T. Johns, Judge of Probate

-1-

VH 0 PAGE 596

verdict in words and figures as follows, to-wit:

"We the jury find in favor of the  
landowners, and assess the damages  
at \$110,000.00 plus interest."

/s/ G. Frank Smyth  
Foreman

And the Court having considered all of the above is of the opinion and judgment that an order or judgment of condemnation should be entered conditioned upon the payment by the State of Alabama to the Clerk of this Court for the use and benefit of the Respondent landowners; it is, therefore

ORDERED, ADJUDGED and DECREED by the Circuit Court of Baldwin County, Alabama, as follows to-wit:

1. That the application of the State of Alabama for the condemnation of the lands, rights and construction, hereinafter described be, and the same are hereby granted, and that the property described in Exhibit "A" attached hereto, and by reference made a part thereof as though fully set forth herein, be, and the same is hereby condemned for the use by the State of Alabama as a right-of-way for a public road of limited access as set forth in the application aforesaid, and the rights therein are hereby divested out of the landowners and into the State of Alabama, upon the payment by the State of Alabama of the sums hereinafter ordered and decreed to be paid.

2. That the Respondent landowners, Malbis Plantation, Inc., a Corporation, is entitled to damages in this cause, which said sum is hereby fixed at \$110,000.00, together with interest on the said sum at the rate of six (6%) per cent per annum, commencing on 30 April, 1969, to the date on which the Respondent landowners is paid the said damages and interest by the Petitioner,

the State of Alabama; and that upon the payment of said amount by the State of Alabama to the said landowners, the condemnation of the lands hereinabove described shall be, and become effective to pass fee simple title to the said lands to the State of Alabama.

3. That the State of Alabama pay the costs of this proceeding.

DATED this 10th day of September, 1969.

*J. J. Madison*  
CIRCUIT JUDGE  
28th Judicial Circuit

*Filed 9-10-69*  
*W. J. DeLoach*  
*W. J. DeLoach*

EXHIBIT "A"

Tract No. 17

and as shown by the right of way map of Project No. I-10-1(19) as recorded in the office of the Judge of Probate of Baldwin County:

Tract No. 17-1:

Commencing at the northwest corner of Section 32, Township 4 South, Range 2 East; thence S 1°-34'-23"W, a distance of 1425.90 feet to the point of beginning; thence N 81°-32'-36"E, a distance of 517.77 feet; thence S 68°-27'-24"E, a distance of 380.00 feet; thence N 81°-32'-36"E, a distance of 1021.78 feet; thence N 89°-52'-38"E, a distance of 897.26 feet to point; thence N 0°-38'-12"E, a distance of 70.32 feet; thence N 71°-13'-29" E, a distance of 115.19 feet; thence S 68°-27'-24" E, a distance of 60 feet; thence N 81°-32'-36" E, a distance of 20 feet; thence N 51°-32'-26" E, a distance of 100 feet; thence N 75°-59'-06" E, a distance of 309.86 feet; thence N 86°-49'-13" E, a distance of 761.16 feet; thence N 73°-48'-52" E, a distance of 446.14 feet; to a point that is 250 feet left of and at right angles to the centerline station 506+00; thence 81°32'36" E, a distance of 4914.56 feet; thence S 0°-30'-24" E, a distance of 252.43 feet to the centerline of Project I-10-1(19) at station 554+79.65; thence continue S 0°-30'-24" E, a distance of 381.71 feet; thence S 80°-18'-18" W, a distance of 971.64 feet; thence N 68°-27'-24" W, a distance of 80 feet; thence S 81°-32'-36" W, a distance of 2555.50 feet; thence N 0°-51'-07" E, a distance of 263.47 feet, to the centerline of project no. I-10-1(19) at station 518+87.12; thence continue N 0°-51'-07" E, a distance of 92.78 feet; thence S 89°-25'-33" W, a distance of 416.21 feet; thence S 0°-51'-07" W, a distance of 150.62 feet to the centerline of project no. I-10-1(19) at station 514+65.39; thence continue S 0°51'07" W, a distance of 266.44 feet; thence S 89°52'38" W, a distance of 1320.81 feet; thence S 0°45'59" W, a distance of 203.17 feet; thence S 81°32'36" W, a distance of 3888 feet, more or less, to a point that is 270 feet southeasterly of and at right angles to centerline station 461+94.82; thence northwesterly a distance of 180 feet, more or less, to a point on the west property line, said point being 180 feet, southeasterly of and at right angles to centerline station 460+38.92; thence N 1°34'23" E, a distance of 182.79 feet to the centerline of project no. I-10-1(19) at station 460+70.76; thence continue N 1°34'23" E, a distance of 396.05 feet to the point of beginning.

Said tract of land lying in Section 32 and 33, Township 4 South, Range 2 East, Baldwin County, Alabama and containing 104.67 acres, more or less.

As a part of the consideration hereinabove stated there is also bargained, sold, conveyed and relinquished to the grantee all existing, future, or potential common law or statutory rights of access between the right of way of the public way identified as Project No. I-10-1(19), County of Baldwin, and all of the grantor's remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the real property conveyed by this instrument or are connected thereto by other parcels owned by the grantor.

Tract No. 17-2:

Commencing at the Northwest corner of Section 33, Township 4 South, Range 2 East; thence S 0°-51'-07" W, a distance of 1311.59 feet to the point of beginning; thence N 89°-25'-33" E, a distance of 92.19 feet; thence S 78°-50'-57" W, a distance of 94.22 feet; thence N 0°-51'-07" E, a distance of 17.30 feet to the point of beginning.

Said tract of land lying in Section 33, Township 4 South, Range 2 East, Baldwin County, Alabama and containing 0.184 acre more or less.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the grantee all existing, future, or potential common law or statutory rights of access between the right of way of the public way identified as Project No. I-10-1(19), County of Baldwin, and all of the grantor's remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the real property conveyed by this instrument or are connected thereto by other parcels owned by the grantor.

Tract No. 17-3:

Beginning at Northwest corner of Section 35, Township 4 South, Range 2 East; thence S 89°-48'-20" E, a distance of 440.52 feet; thence S 66°-24'-31" W, a distance of 232.67 feet; thence S 33°-18'-33.5" W, a distance of 167.54 feet; thence S 0°-12'-36" W, a distance of 483.95 feet; thence S 30°-12' 36" W, a distance of 170.00 feet; thence N 89°-47'-27" W, a distance of 150.00 feet; thence N 29°-47'-24" W, a distance of 170.00 feet; thence N 0°-12'-36" E, a distance of 479.53 feet; thence N 33°-51'-17.5" W, a distance of 165.68 feet; thence N 67°-55'-11" W, a distance of 373.56 feet; thence N 86°-03'-44" W, a distance of 455.47 feet; thence S 83°-30'-22" W, a distance of 1159.63 feet; thence S 81°-49'-34" W, a distance of 2025.05 feet; thence S 81°-32'-36" W, a distance of 1017.93 feet; thence N 0°-26'-24" W, a distance of 252.47 feet to the centerline of Project No. I-10-1(19) at Station 568+17.28; thence continue N 0°-26'-24" W, a distance of 333.27 feet; thence N 81°-32'-36" E, a distance of 836.24 feet; thence N 84°-08'-45" E, a distance of 1101.14 feet; thence N 77°-24'-50" E, a distance of 1027.70 feet; thence N 76°-54'-26" E, a distance of 486.48 feet; thence N 86°-01'-10" E, a distance of 1127.46 feet; thence N 63°-39'-11" E, a distance of 437.02 feet; thence N 31°-55'-53.5" E, a distance of 170.17 feet; thence N 0°-12'-36" E, a distance of 530.72 feet; thence N 30°-12'-36" E, a distance of 290.00 feet; thence S 89°-47'-24" E, a distance of 150.00 feet; thence S 0°-12'-36" W, a distance of 160.00 feet; thence S 29°-47'-24" E, a distance of 130.00 feet; thence S 0°-12'-36" W, a distance of 255.21 feet; thence N 89°-48'-24" W, a distance of 116.15 feet; thence S 0°-12'-36" W, a distance of 1326.72 feet to the point of beginning.

Said tract of land lying in Section 26, 27, 34, and 35, Township 4 South, Range 2 East, Baldwin County, Alabama and containing 90.31 acres more or less.

This conveyance is made for the purpose of a controlled access facility and adjacent service road or roads and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights appurtenant to grantor's remaining property in and to said controlled access facility, provided however, that there is hereby reserved along a line (described as beginning at a point which is 250 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 568+52.49; thence N 0°-26'-24" W, a distance of 80.80 feet; thence N 81°-32'-36" E, a distance of 836.24 feet; thence N 84°-08'-45" E, a distance of 1101.14 feet; thence N 77°-24'-50" E, a distance of 1027.70 feet; thence N 76°-54'-26" E, a distance of 486.48 feet; thence N 86°-01'-10" E, a distance of 1127.46 feet; thence N 63°-39'-11" E, a distance of 437.02 feet; thence N 31°-55'-53.5" E, a distance of 170.17 feet; thence N 0°-12'-36" E, a distance of 530.72 feet; thence N 30°-12'-36" E, a distance of 290.00 feet; thence S 0°-12'-36" W, a distance of 160.00 feet; thence S 30°-12'-36" W, a distance of 130.00 feet; thence S 0°-12'-36" W, a distance of 100.00 feet to the end of line.

Also:

A line described as beginning at a point which is 75 feet Northwesterly of and at right angles to the center line of Alabama Highway 181 at Station 44+72.85; thence S 89°-47'-24" E, a distance of 150.00 feet; thence S 0°-12'-36" W, a distance of 160.00 feet; thence S 29°-47'-24" E, a distance of 130.00 feet; thence S 0°-12'-36" W, a distance of 100.00 feet to the end of line.

Also:

A line described as beginning at a point which is 160.00 feet Southeasterly of and at right angles to the centerline of Alabama Highway 181 at Station 21+00; thence S 0°-12'-36" W, a distance of 200.00 feet; thence S 30°-12'-36" W, a distance of 170.00 feet; thence N 89°-47'-24" W, a distance of 150.00 feet; thence N 29°-47'-24" W, a distance of 170.00 feet; thence N 0°-12'-36" E, a distance of 200 feet to the end of line...) the right of ingress to and egress from such remaining property to and from said service road or roads which will be accessible to the controlled access facility only at such points as may be established by public authority.

Tract No. 17-A:

Beginning at the Northeast corner of Section 35, Township 4 South, Range 2 East; thence S 1°-34'-54" W, a distance of 69.43 feet to the centerline of the left lane of Project No. I-10-1(19) at Station 675+51.71; thence continue S 1°-34'-54" W, a distance of 296.57 feet to the centerline of the right lane at Station 675+88.10; thence continue S 1°-34'-54" W, a distance of 173.26 feet; thence N 77°-17'-29" W, a distance of 1446.93 feet; thence Northwesterly along a curve to the left which has a radius of 16,979.73 feet, an arc distance of 1249.21 feet; thence S 89°-48'-20" E, a distance of 985.57 feet to the center line of the right lane at Station 658+74.27; thence continue S 89°-48'-20" E, a distance of 313.00 feet; thence N 0°+10'-33.5" E, a distance of 146.46 feet to the centerline of the left lane at Station 661+81.15; thence continue N 0°-10'-33.5" E, a distance of 171.96 feet; thence Southeasterly along a curve to the right which has a radius of 31,288.62 feet, an arc distance of 1374.70 feet; thence S 1°-34'-54" W, a distance of 102.57 feet to the point of beginning.

Said tract of land lying in Section 26 and 35, Township 4 South, Range 2 East, Baldwin County, Alabama and containing 22.30 acres more or less.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the grantee all existing, future, or potential common law or statutory rights of access between the right of way of the public way identified as Project No. I-10-1(19), County of Baldwin, and all of the grantor's remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the real property conveyed by this instrument or are connected thereto by other parcels owned by the grantor.

17-E1

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 270 feet Southeasterly of and at right angles to the center line of Project No. I-10-1(19) at Station 473+82; thence N 81°-32'-36" E, a distance of 25.71 feet; thence S 5°-02'-36" W, a distance of 200 feet; thence S 81°-32'-36" W, a distance of 51.42 feet; thence N 5°-02'-36" E, a distance of 200 feet; thence N 81°-32'-36" E, a distance of 25.71 feet to the point of beginning.

Said strip of land lying in Section 32, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E2

Easement For Drainage: The herein described property, a tract of land, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point that is 270 feet Southeasterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 479+85; thence N 81°-32'-36" E, a distance of 157.46 feet; thence S 19°-47'-36" W, a distance of 227.04 feet; thence S 81°-32'-36" W, a distance of 50 feet; thence N 8°-27'-24" W, a distance of 200 feet to the point of beginning.

Said tract of land lying in Section 32, Township 4 South, Range 2 East, and containing 0.476 acre more or less.

17-E3

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 270 feet Southeasterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 482+73; thence N 81°-32'-36" E, a distance of 28.38 feet; thence S 19°-47'-30" W, a distance of 200 feet; thence S 81°-32'-36" W, a distance of 56.76 feet; thence N 19°-47'-30" E, a dis-

tance of 200 feet; thence N 81° -32'-36" E, a distance of 28.38 feet to the point of beginning.

Said tract of land lying in Section 32, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E4

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 260 feet Southeasterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 522+04; thence N 81°-32'-36" E, a distance of 25 feet; thence S 8°-27'-24" E, a distance of 200 feet; thence S 81°-32'-36" W, a distance of 50 feet; thence N 8°-27'-24" W, a distance of 200 feet to point; thence N 81° 32' 36" E, a distance of 25 feet to the point of beginning.

Said strip of land lying in Section 33, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E5

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 260 feet Southeasterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 531+11; thence N 81°-32'-36" E, a distance of 25.02 feet; thence S 10°-56'-24" E, a distance of 200 feet; thence S 81°-32'-36" W, a distance of 50.04 feet; thence N 10°-56'-24" W, a distance of 200 feet; thence N 81°-32'-36" E, a distance of 25.02 feet to the point of beginning.

Said strip of land lying in Section 33, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E6

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 250 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 534+07; thence S 81°-32'-36" W, a distance of 28.87 feet; thence N 51°-32'-36" E, a distance of 200 feet; thence N 81°-32'-36" E, a distance of 57.74 feet; thence S 51°-32'-36" W, a distance of 200 feet; thence S 81°-32'-36" W, a distance of 28.87 feet to the point of beginning.

Said strip of land lying in Section 33, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E7

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 231.04 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 531+17; thence S 84°-08'-45" W, a distance of 27.47 feet; thence N 30°-21'-15" W, a distance of 200 feet; thence N 84°-08'-45" E, a distance of 54.94 feet; thence S 30°-21'-15" E, a distance of 200 feet; thence S 84°-08'-45" W, a distance of 27.47 feet to the point of beginning.

Said strip of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E8

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 323.92 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 596+03.34; thence S 77°-24'-50" W, a distance of 27.96 feet; thence N 14°-01'-40" E, a distance of 200 feet; thence N 77°-24'-50" E, a distance of 55.92 feet; thence S 14°-01'-40" W, a distance of 200 feet; thence S 77°-24'-50" W, a distance of 27.96 feet to the point of beginning.

Said strip of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E9

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 332.06 feet Northwesterly of and at right angles to the centerline of Project No. I-10-1(19) at Station 597+52.27; thence S 77°-24'-50" W, a distance of 26.16 feet; thence N 4°-31'-40" E, a distance of 200 feet; thence N 77°-24'-50" E, a distance of 52.32 feet; thence S 4°-31'-40" W, a distance of 200 feet; thence S 77°-24'-50" W, a distance of 26.16 feet to the point of beginning.

Said strip of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E10

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 356.51 feet Northwesterly of and at right angles to the centerline of the left lane of Project No. I-10-1(19) at Station 602+59.27; thence S 76°-54'-26" W, a dis-

tance of 25.93 feet; thence N 2°-14'-29" E, a distance of 200 feet; thence N 76°-54'-26" E, a distance of 51.86 feet; thence S 2°-14'-29" W, a distance of 200 feet; thence S 76°-54'-26" W, a distance of 25.93 feet to the point of beginning.

Said strip of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E11

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 170 feet Southwesterly of and at right angles to the centerline of the right lane of Project No. I-10-1(19) at Station 655+87; thence S 79°-12'-23" E, a distance of 26.36 feet; thence S 7°-42'-23" E, a distance of 200 feet; thence N 79°-12'-23" W, a distance of 52.72 feet; thence N 7°-42'-23" W, a distance of 200 feet; thence S 79°-12'-23" E, a distance of 26.36 feet to the point of beginning.

Said strip of land lying in Section 35, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

17-E12

Easement For Drainage: The herein described property, a strip of land 50 feet in width and 200 feet in length, to be used for the purpose of a drainage ditch, more particularly described as:

Beginning at a point which is 170 feet Southwesterly of and at right angles to the centerline of the right lane of Project No. I-10-1(19) at Station 675+46; thence S 77°-17'-29" E, a distance of 30.52 feet; thence S 47°-42'-31" W, a distance of 200 feet; thence N 77°-17'-29" W, a distance of 61.04 feet; thence N 47°-42'-31" E, a distance of 200 feet; thence S 77°-17'-29" E, a distance of 30.52 feet to the point of beginning.

Said strip of land lying in Section 35, Township 4 South, Range 2 East, and containing 0.230 acre more or less.

Tract No. 17-TEL

Easement For Construction: The herein described property, a tract of land to be used for the purpose of temporary construction, beginning at a point which is 221 feet Southeasterly of and at right angles to the centerline of the right lane of Project No. I-10-1(19) at Station 610+00; thence S 86°-03'-44" E, a distance of 150.00 feet; thence S 3°-56'-16" W, a distance of 60 feet, more or less to the North boundary of a tract of land now owned by A. Tempary, et. al.; thence N 89°-48'-20" W, along said North boundary a distance of 150.32 feet; thence N 3°-56'-16" E, a distance of 70 feet, more or less to the point of beginning.

Said tract of land lying in Section 27, Township 4 South, Range 2 East, and containing 0.224 acre more or less.

It is hereby agreed that upon completion of the above-mentioned project, all rights granted herein to the said parcels of land covered by easement for construction lying outside the right of way shall cease and terminate and revert to the grantor.

17-TE2

Easement For Construction: The herein described property, a tract of land to be used for the purpose of Detour Road, more particularly described as:

Beginning at a point which is 75 feet Northwesterly of and at right angles to the centerline of Alabama 181 at Station 15+92.78; thence N 29°-47'-24" W, a distance of 370.00 feet; thence N 0°-12'-36" E, a distance of 606.46 feet; thence S 67°-55'-11" E, a distance of 7.76 feet; thence S 33°-51'-17.5" E, a distance of 165.68 feet; thence S 0°-12'-36" W, a distance of 479.53 feet; thence S 29°-47'-24" E, a distance of 170.00 feet; thence S 0°-12'-36" W, a distance of 160.00 feet to the point of beginning.

Said tract of land lying in Section 34, Township 4 South, Range 2 East, and containing 1.74 acres more or less.

It is hereby agreed that upon completion of the above-mentioned project, all rights granted herein to the said parcels of land covered by easement for construction lying outside the right of way shall cease and terminate and revert to the grantor.

110

DSR

THIS INSTRUMENT PREPARED BY  
VINCE ALLISON  
ALABAMA DEPT. OF TRANSPORTATION  
MOBILE, ALABAMA 36618

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

PROJECT NO. IM-I010(307)  
CPMS PROJ. NO. 100001555  
TRACT NO. 21  
DATE: 02/01/07

**FEE SIMPLE  
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Thousand Two Hundred and no/100 (\$2,200.00) dollar(s), cash in hand paid to the undersigned by the State of Alabama, Alabama Department of Transportation, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), Vera E. Avera, a single woman have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property:

A part of the NE ¼ of the NE ¼ of Section 33, T-4-S, R-2-E identified as Tract Number 21 on Project No. IM-I010(307) in Baldwin County, Alabama and being fully described as follows:

**Parcel 1 of 1:**

Commencing at a 4"x4" concrete monument found on the present north R/W line of Interstate 10 and is shown on the R/W map of State Highway Project No. I-10-1(19) (said monument offset 250.00 feet left of and perpendicular to the centerline of Project No. I-10-1(19) at Station 577+00.00;

Thence S81°33'41"W along present R/W line a distance of 1060.06 feet to a point on the grantor's property line and the Point of Beginning of the property herein to be conveyed;

Thence continue S81°33'41"W along the present R/W line a distance of 33.86 feet to a point on the grantor's property line;

Thence N00°28'27"E along the grantor's property line a distance of 43.68 feet to a point on the grantor's property line (said line is also the north line of said Section 33);

Thence N89°25'06"E along the grantor's property line a distance of 33.13 feet to a point on the grantor's property line;

BALDWIN COUNTY, ALABAMA  
JUDGE ADRIAN T. JOHNS  
Filed/cert. 9/ 6/2007 9:06 AM  
DEED TAX \$ 2.50  
TOTAL \$ 24.50  
4 Pages

1072714



Thence S00°00'00"E along the grantor's property line a distance of 39.05 feet to the Point of Beginning of the property herein conveyed and containing 0.032 acres, more or less.

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

**TO HAVE AND TO HOLD**, unto the State of Alabama, its successors and assigns in fee simple forever.

**AND FOR THE CONSIDERATION AFORESAID**, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the State of Alabama that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

**THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S)**, that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

**IN WITNESS WHEREOF**, I (we) have hereunto set my (our) hand(s) and seal this the \_\_\_\_\_ day of August, 20 07.

Vera E. Avera (SEAL)  
Vera E. Avera

GRANTEE'S ADDRESS:

STATE OF ALABAMA  
1701 I-65 WEST SERVICE RD. N.  
MOBILE, ALABAMA 36618

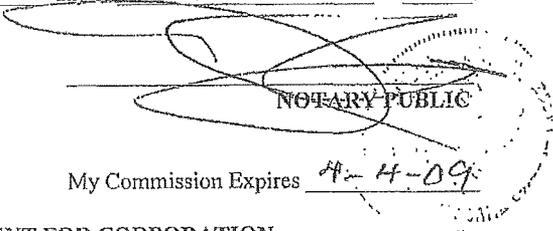
ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF Baldwin )

I, Thomas A. Ollinger, Jr, a Notary Public, in and for said County in said State, hereby certify that Vera E. Avera, whose name (s) is is, signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of August 20 07.



ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA  
\_\_\_\_\_ County

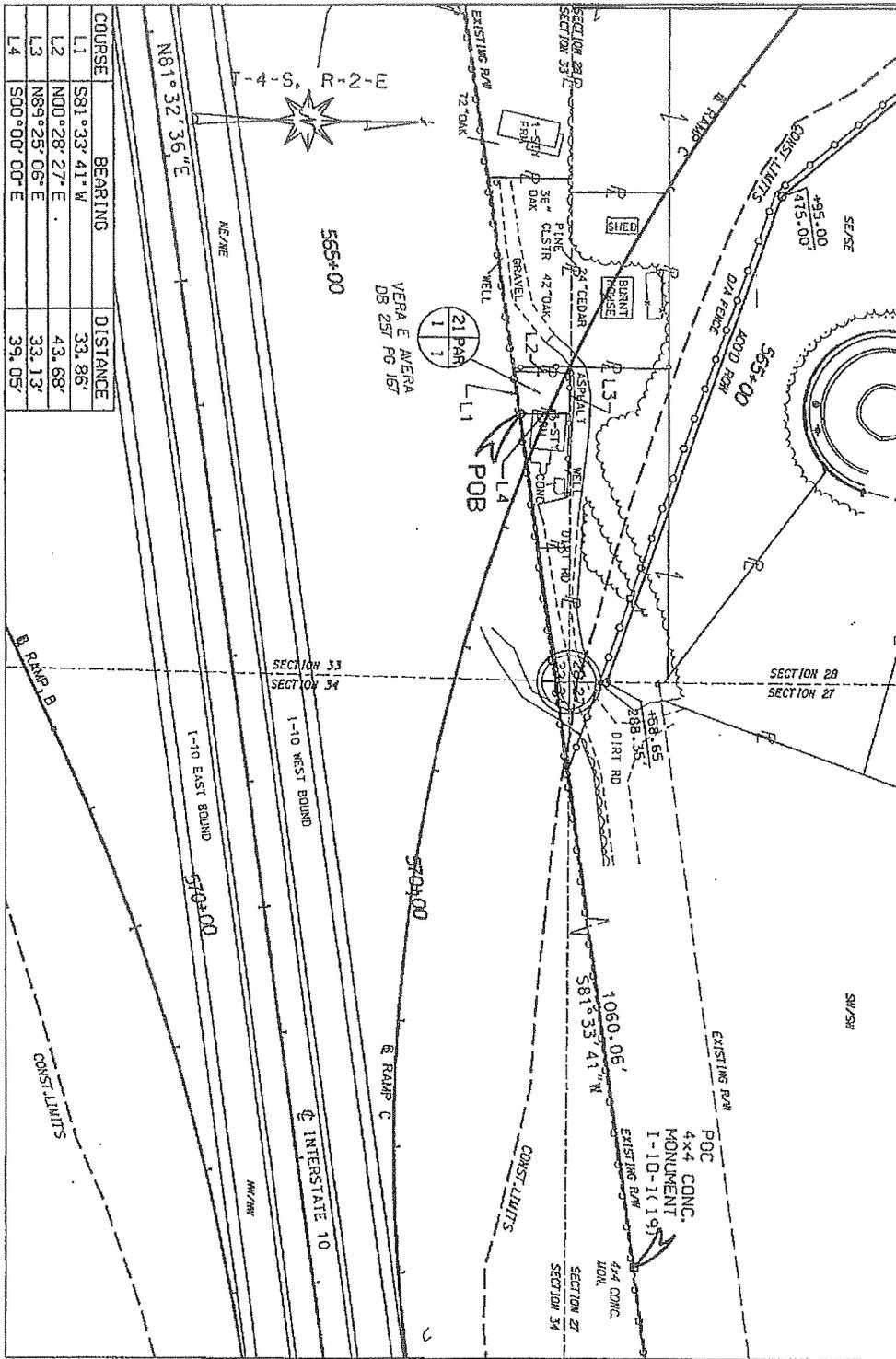
I, \_\_\_\_\_, a \_\_\_\_\_ in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of the \_\_\_\_\_ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

Official Title \_\_\_\_\_

STATE OF ALABAMA  
WARRANTY DEED  
STATE OF ALABAMA  
County of \_\_\_\_\_  
Judge of Probate in and for said County,  
Hereby certify that the within  
Conveyance was filed in my office at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_  
and duly recorded in Deed Record \_\_\_\_\_  
page \_\_\_\_\_  
Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Judge of Probate  
\_\_\_\_\_ County, Alabama.

THIS IS NOT A BOUNDARY SURVEY



R/W CPMS NO. 100001555

TRACT NUMBER 21  
 OWNER: VERA E AVERA  
 TOTAL ACREAGE: 0.032  
 R/W REQUIRED: 0.032  
 REMAINDER: 0.000

ALABAMA DEPT. OF TRANSPORTATION  
 PROJ. NO. IM-1010(307)  
 COUNTY: BALDWIN  
 SCALE: 1" = 100'  
 DATE: 02/01/07  
 REVISED:

DSC

THIS INSTRUMENT PREPARED BY  
VINCE ALLISON  
ALABAMA DEPT. OF TRANSPORTATION  
MOBILE, ALABAMA 36618

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

PROJECT NO. IM-1010(307)  
CPMS PROJ. NO. 100001555  
TRACT NO. 21  
DATE: 02/01/07

**FEE SIMPLE  
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Thousand Two Hundred and no/100 (\$2,200.00) dollar(s), cash in hand paid to the undersigned by the State of Alabama, Alabama Department of Transportation, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), Vera E. Avera,  
a single woman have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property:

A part of the NE ¼ of the NE ¼ of Section 33, T-4-S, R-2-E identified as Tract Number 21 on Project No. IM-1010(307) in Baldwin County, Alabama and being fully described as follows:

Parcel 1 of 1:

Commencing at a 4"x4" concrete monument found on the present north R/W line of Interstate 10 and is shown on the R/W map of State Highway Project No. I-10-1(19) (said monument offset 250.00 feet left of and perpendicular to the centerline of Project No. I-10-1(19) at Station 577+00.00;

Thence S81°33'41"W along present R/W line a distance of 1060.06 feet to a point on the grantor's property line and the Point of Beginning of the property herein to be conveyed;

Thence continue S81°33'41"W along the present R/W line a distance of 33.86 feet to a point on the grantor's property line;

Thence N00°28'27"E along the grantor's property line a distance of 43.68 feet to a point on the grantor's property line (said line is also the north line of said Section 33);

Thence N89°25'06"E along the grantor's property line a distance of 33.13 feet to a point on the grantor's property line;

BALDWIN COUNTY, ALABAMA  
JUDGE ADRIAN T. JOHNS  
Filed/recd. 02/01/2007 9:06 AM  
DEED TAX \$ 2.50  
TOTAL \$ 24.50  
4 Pages

1072714



Thence S00°00'00"E along the grantor's property line a distance of 39.05 feet to the Point of Beginning of the property herein conveyed and containing 0.032 acres, more or less.

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

**TO HAVE AND TO HOLD**, unto the State of Alabama, its successors and assigns in fee simple forever.

**AND FOR THE CONSIDERATION AFORESAID**, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the State of Alabama that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

**THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S)**, that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

**IN WITNESS WHEREOF**, I (we) have hereunto set my (our) hand(s) and seal this the \_\_\_\_\_ day of \_\_\_\_\_ August \_\_\_\_\_, 20 07.

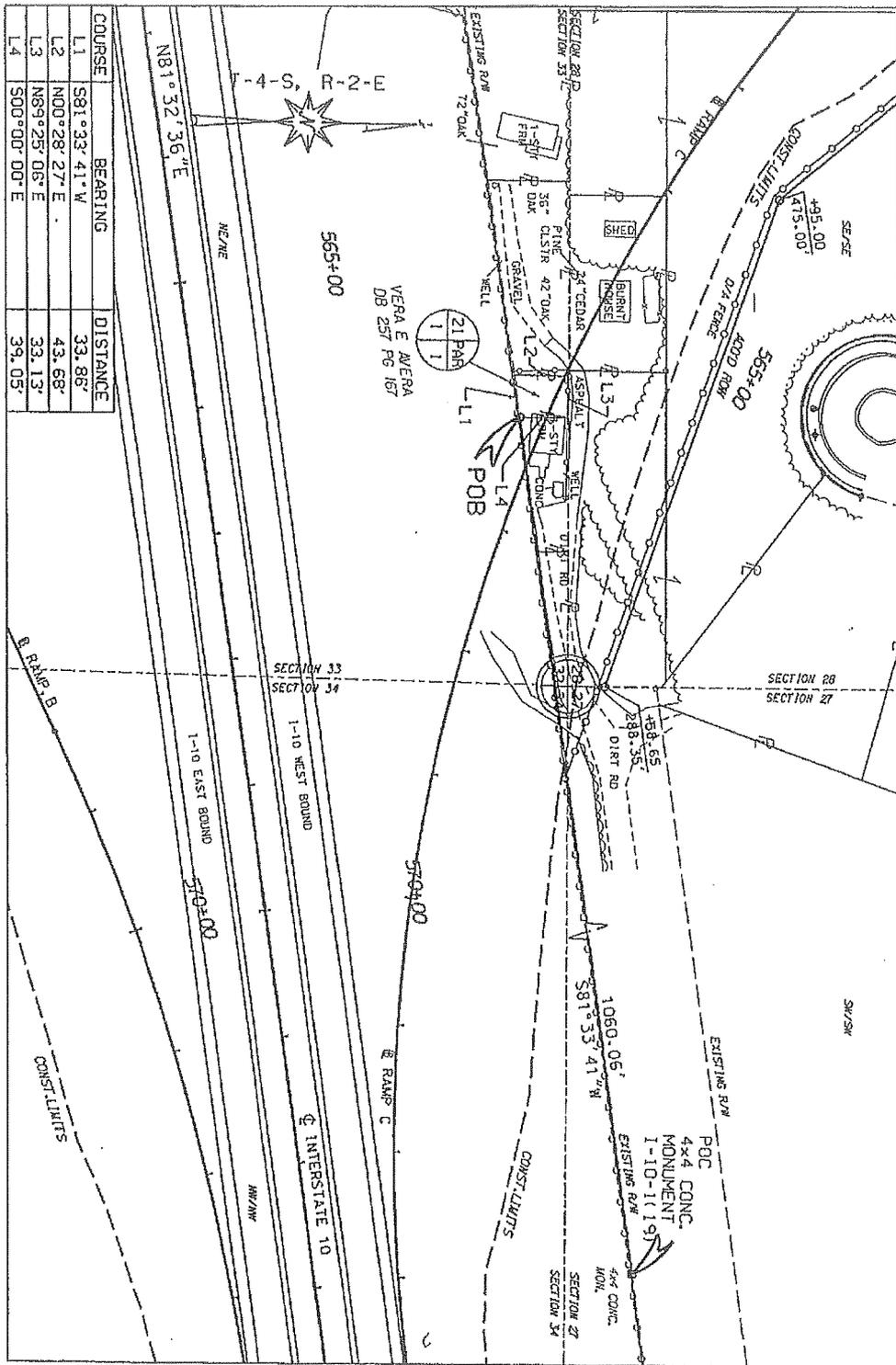
Vera E. Avera (SEAL)  
Vera E. Avera

GRANTER'S ADDRESS:

STATE OF ALABAMA  
1701 I-65 WEST SERVICE RD. N.  
MOBILE, ALABAMA 36618



THIS IS NOT A BOUNDARY SURVEY



R/W CPMS NO. 100001555

TRACT NUMBER 21  
 OWNER: VERA E AVERA  
 TOTAL ACREAGE: 0.032  
 R/W REQUIRED: 0.032  
 REMAINDER: 0.000

ALABAMA DEPT. OF TRANSPORTATION  
 PROJ. NO. IM-1010(307)  
 COUNTY: BALDWIN  
 SCALE: 1" = 100'  
 DATE: 02/01/07  
 REVISED:



Commencing at a 4" x 4" concrete monument found on the present north R/W line of Interstate 10 and is shown on the R/W map of State Highway Project No. I-10-1 (19) (said monument offset 250.00 feet left of and perpendicular to the centerline of Project No. I-10-1(19) at Station 577 +00.00; Thence S 81 degrees 33' 41" W along present R/W line a distance of 847.04 feet to a point on the grantor's property line (said line is also the east line of said Section 33) and the Point of Beginning of the property herein to be condemned; Thence continue S 81 degrees 33' 41" W along the present R/W line a distance of 107.10 feet to a point on the grantor's property line; Thence N 00 degrees 59' 26" W along the grantor's property line a distance of 24.49 feet to a point on the grantor's property line (said line is also the north line of said Section 33); Thence N 89 degrees 25' 06" E along the grantor's property line a distance of 106.27 feet to a point on the grantor's property line (said line is also the east line of said Section 33); Thence S 00 degrees 32' 32" E along the grantor's property line a distance of 9.85 feet to the Point of Beginning of the property to be condemned and containing 0.042 acres, more or less. And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

2. Accordingly, any right of redemption of said parcel has expired by operation of law. There is no suit pending to test or determine the title to or any interest in, or right of possession by Plaintiff, in and to the above-described parcel, or any part thereof, and furthermore, there is no suit

pending seeking to test or determine any other title to or interest therein, or any part thereof. Under said color of title, Plaintiff has been in actual, peaceful, notorious and adverse possession of said parcel exclusively for a period in excess of twenty successive/consecutive years next preceding the filing of the subject Complaint herein.

3. Accordingly, Plaintiff, State of Alabama is seized and possessed of the entire and undivided fee simple interest in and to the above-described parcel without restriction.

4. Neither Charity Broxton, or in the event she is deceased, nor her heirs or devisees, nor any other parties (known and unknown) have any claim unto said parcel, or any part thereof.

5. The duty appointed Guardian Ad Litem hereto, Matthew Rone, is hereby awarded

the sum of \$500.00 for his services herein on behalf of the unknown heirs of said Charity Broxton, if any such heirs exist.

DONE this 7<sup>th</sup> day of January, 2009

/s J LANGFORD FLOYD

---

CIRCUIT JUDGE

THIS INSTRUMENT PREPARED BY  
VANCE ALLISON  
ALABAMA DEPT. OF TRANSPORTATION  
MOBILE, ALABAMA 36618

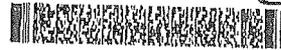
STATE OF ALABAMA )  
COUNTY OF BALDWIN)

PROJECT NO. IM-1010 (307)  
CPMS PROJ. NO. 100001555  
TRACT NO. 22  
DATE: 02/01/07

BALDWIN COUNTY, ALABAMA  
JUDGE ADRIAN T. JOHNS  
Filed/cert. 1/26/2010 8:53 AM  
TOTAL \$ 29.00  
5 Pages

1217436

FEE SIMPLE  
WARRANTY DEED



KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of up to the sum of SIX THOUSAND FIVE HUNDRED AND NO/100 dollar(s), toward the cost to install a septic system upon a certain parcel conveyed by the herein named Grantee unto Grantors herein named, cash in hand paid to the undersigned by the State of Alabama, Alabama Department of Transportation, the Grantee, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), M. L. AUSTIN, a/k/a MARGARET L. AUSTIN, a married woman, joined by her husband, JAMES AUSTIN, and C.M. AUSTIN, a/k/a CORY MOHAMMED AUSTIN, a single man, whose former spouse, GESNA ALBESE AUSTIN, has divested herself of any interest in and to the within described parcel by virtue of a conveyance dated June 2, 2009 and recorded June 15, 2009 in Instrument No. 1182740 of the Records of the Baldwin County, Alabama Probate Court, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property:

A part of the NE ¼ of the NE ¼ of Section 33, T-4-S, R-2-E identified as Tract Number 22 on Project No: IM-1010(307) in Baldwin County, Alabama and being fully described as follows:

Parcel 1 of 1:

Commencing at a 4"x4" concrete monument found on the present north R/W line of Interstate 10 and is shown on the R/W map of State Highway Project No. I-10-1(19) (said monument offset 250.00 feet left of and perpendicular to the centerline of Project No. I-10-1(19) at Station 577+00.00;

Thence S81°33'41"W along present R/W line a distance of 954.14 feet to a point on the grantor's property line and the Point of Beginning of the property herein to be conveyed;

Thence continue S81°33'41"W along the present R/W line a distance of 106.46 feet to a point on the grantor's property line;

Thence N00°00'00"W along the grantor's property line a distance of 39.05 feet to a point on the grantor's property line (said line is also the north line of said Section 33);

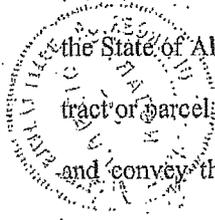
Thence N89°25'06"E along the grantor's property line a distance of 104.89 feet to a point on the grantor's property line;

Thence S00°59'26"E along the grantor's property line a distance of 24.49 feet to the Point of Beginning of the property herein conveyed and containing 0.077 acres, more or less..

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

**TO HAVE AND TO HOLD**, unto the State of Alabama, its successors and assigns in fee simple forever.

**AND FOR THE CONSIDERATION AFORESAID**, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the State of Alabama that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.



**THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S)**, that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

**IN WITNESS WHEREOF**, I (we) have hereunto set my (our) hand(s) and seal this the 27 day of January, 2011.

Margaret L. Austin  
M. L. Austin, a/k/a Margaret L. Austin

James Austin  
James Austin, a/k/a James W. Austin, Jr.  
C. M. Austin  
C. M. Austin, a/k/a Cory Mohammed Austin

GRANTEE'S ADDRESS:  
STATE OF ALABAMA  
1701 I-65 WEST SERVICE RD. N.  
MOBILE, ALABAMA 36618

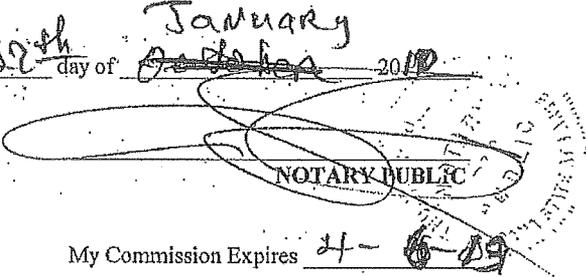
ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF Baldwin )

I, T. A. Ollinger, Jr., a Notary Public, in and for said County in said State, hereby certify that M. L. Austin, a/k/a Margaret L. Austin and James Austin, whose name (s) are, signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of January ~~October~~ 2010



My Commission Expires 21-6-09

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

\_\_\_\_\_ County

I, \_\_\_\_\_, a \_\_\_\_\_ in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of the \_\_\_\_\_ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_

Official Title \_\_\_\_\_

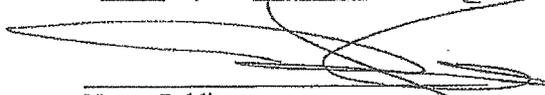
STATE OF ALABAMA  
to  
STATE OF ALABAMA  
WARRANTY DEED  
STATE OF ALABAMA  
County of \_\_\_\_\_  
Judge of Probate in and for said County,  
Hereby certify that the within  
Conveyance was filed in my office at  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., on the  
\_\_\_\_\_ page  
and duly recorded in Deed Record  
Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Judge of Probate  
County, Alabama.

ACKNOWLEDGMENT

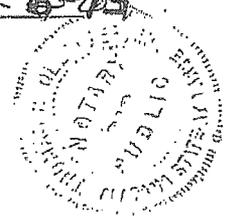
STATE OF ALABAMA )  
COUNTY OF Baldwin

I, T. A. Ollinger JR, a Notary Public, in and for said County in said State, hereby certify that C. M. Austin, a/k/a Cory Mohammed Austin, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of January ~~October~~, 2010



Notary Public  
My Commission Expires 4-6-19





To: Office of the City Clerk  
From: Adrienne D. Jones,   
Community Development Director  
Subject: Revised City of Daphne Zoning Map  
Date: January 27, 2012

## MEMORANDUM

At the January 26, 2012, regular meeting of the City of Daphne Planning Commission, five members were present. The motion carried unanimously for a **favorable recommendation** of the above-mentioned revision to the zoning map.

Attached please find said documentation for placement on the Monday, February 6, 2012 City Council agenda to set the public hearing for Monday, March 5, 2012.

The Ordinance will be provided by the City Attorney's office.

Thank you,  
ADJ/jd

cc: file

attachment(s)

1. Zoning Map Six-Month Report (Copy/Digital)
2. Zoning Map (Display)

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2012 - \_\_\_\_**

---

**Zoning District Map  
Revision to the City of Daphne  
Land Use and Development Ordinance**

---

**WHEREAS**, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on January 26, 2012, favorably recommended to the City Council of the City of Daphne certain amendments to the Zoning District Map approved and adopted by the Daphne Land Use and Development Ordinance No. 2011-54 and amended by Ordinance No. 2011-73; and

**WHEREAS**, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance 2011-54 and Ordinance 2011-73; and

**WHEREAS**, due notice of said proposed zoning map amendments has been provided to the public as required by law through publication and open display at the City of Daphne Public Library and City Hall; and

**WHEREAS**, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on March 5, 2012; and

**WHEREAS**, the City Council of the City of Daphne after due consideration and upon recommendation of the Planning Commission believe it in the best interest of the health, safety and welfare of the citizens of the City of Daphne to amend said Zoning District Map as recommended; and

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

**SECTION I: ZONING DISTRICT MAP**

The Zoning District Map referenced hereto as Exhibit "A" shall be the official zoning map of the City of Daphne, Alabama and shall be further designated in Appendix H of Exhibit "A" of the City of Daphne Land Use and Development Ordinance, as set forth in Ordinance No. 2011-54 and its amendments.

**SECTION II: REPEALER**

Ordinances No. 2011-20 is hereby repealed and any Ordinance(s), parts of Ordinance(s) or Resolution(s) conflicting with the provisions of this Ordinance are hereby repealed insofar as they

conflict.

**SECTION III: EFFECTIVE DATE**

This Ordinance shall take effect and be in force from and after the date of its approval by the City of Daphne City Council and publication as required by law.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

\_\_\_\_\_  
**CATHY S. BARNETTE,  
COUNCIL PRESIDENT**

\_\_\_\_\_  
**BAILEY YELDING, JR.,  
MAYOR**

**ATTEST:**

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

PLEASE Publish in the Bulletin Legal Section on Friday,  
February 10, 2012.

FIRST NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on March 5, 2012 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance amending the Land Use Ordinance and Development Ordinance / Revision to Zoning Map. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, MMC

**PROPOSED ORDINANCE:**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2012 -**

**Zoning District Map  
Revision to the City of Daphne  
Land Use and Development Ordinance**

**WHEREAS**, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on January 26, 2012, favorably recommended to the City Council of the City of Daphne certain amendments to the Zoning District Map approved and adopted by the Daphne Land Use and Development Ordinance No. 2011-54 and amended by Ordinance No. 2011-73; and

**WHEREAS**, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance 2011-54 and Ordinance 2011-73; and

**WHEREAS**, due notice of said proposed zoning map amendments has been provided to the public as required by law through publication and open display at the City of Daphne Public Library and City Hall; and

**WHEREAS**, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on March 5, 2012; and

PLEASE Publish in the Bulletin Legal Section on Friday, February 17, 2012

SECOND NOTICE OF PUBLIC HEARING

Notice is hereby given the second time, the first notice was published on February 10, 2012, that the City Council of the City of Daphne will hold a Public Hearing on March 5, 2012 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring an Ordinance amending the Land Use Ordinance and Development Ordinance / Revision to Zoning Map as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

David L. Cohen, City Clerk, MMC

**PROPOSED ORDINANCE:**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2012 -**

**Zoning District Map  
Revision to the City of Daphne  
Land Use and Development Ordinance**

**WHEREAS**, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on January 26, 2012, favorably recommended to the City Council of the City of Daphne certain amendments to the Zoning District Map approved and adopted by the Daphne Land Use and Development Ordinance No. 2011-54 and amended by Ordinance No. 2011-73; and

**WHEREAS**, said amendments are necessary due to various rezoning and annexation requests which have been approved since the adoption of Ordinance 2011-54 and Ordinance 2011-73; and

**WHEREAS**, due notice of said proposed zoning map amendments has been provided to the public as required by law through publication and open display at the City of Daphne Public Library and City Hall; and

**WHEREAS**, a public hearing regarding the proposed Zoning District Map amendments was held by the City Council on March 5, 2012; and

**/END SYNOPSIS**

**Daphne Public Library Board  
November 3, 2011  
Meeting Minutes**

**In Attendance:**

Library Director Tonja Young; Board Chair Jan Blankenhorn; Library Board Members Windrila Longmire, Andre LaPalme, Chantal Booth, and Jim Bodman.

**1) Call to Order:**

After a quorum was established, Library Board Chairman Jan called the meeting to order at 4:07 pm.

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

The minutes of the September meeting were approved; motion made by Jan and seconded by Chantal. Motion passed.

**4) Library Director's Report:**

Tonja went over the highlights of the April, May, June, July, August, September and October statistical reports.

During this period of months, circulation averaged between 22,875 and 31,042 per month. Visitors for the same period of months averaged 16,920 to 22,996 per month. Children's programs had high attendance, and computer users increased by approximately 16%. Computer training classes have been well received and all programs for adults, teens and children have been successful.

Tonja presented some policy changes, particularly involving new technology, digital materials, and further closing loopholes on disruptive behavior in the library. Policy changes received unanimous support.

Tonja announced that Windrila and Andre had been approved by Council for another term on the library board.

A short discussion occurred concerning the *Lincoln: The Constitution & Civil War* exhibit coming in January, 2012.

The 2012 library holiday schedule was submitted for approval. Motion made by Jim, seconded by Chantal. Motion passed.

**5) Board Elections**

A motion was made by Jim and seconded by Chantal that the FY11 officers remain in their same offices for FY12; i.e., Jan - Chair, Andre - Vice Chair, Chantal - Treasurer, and Tonja - Secretary. Motion passed unanimously.

**6) Public Participation**

None.

**7) New Business**

Andre discussed some changes in the local school systems with the board. Most concerned technology, digital books, etc.

**8) Adjourned**

The motion to adjourn was made by Jan and the meeting adjourned at 5:01 pm.

Respectfully submitted by T. Young, November 28, 2011

**Daphne Public Library Board  
December 1, 2011  
Meeting Minutes**

**In Attendance:**

Library Director Tonja Young; Board Chair Jan Blankenhorn; Library Board Members Windrila Longmire, Andre LaPalme, and Jim Bodman; President of the Friends of the Daphne Public Library Jim Morris.

**1) Call to Order:**

After a quorum was established, Library Board Chairman Jan called the meeting to order at 4:09 pm.

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

The minutes of the November meeting were approved; motion made by Jim and seconded by Andre. Motion passed.

**4) Library Director's Report:**

Tonja discussed the upcoming speaker Dr. Wayne Flynt, professor emeritus of Auburn University. Dr. Flynt will be discussing his book *Keeping the Faith, Ordinary People, Extraordinary Lives* on Dec. 7 at 10 am.

Children's activities for December were also covered, including *Make & Take Ornaments* from 12 - 5 pm on Dec. 2, *Make & Take Gifts* from 12 - 5 pm on Dec. 9, and *Santa Stories* on Dec. 15 from 5 - 7 pm.

A short discussion occurred concerning the *Lincoln: The Constitution & Civil War* exhibit coming in January, 2012.

**5) Public Participation**

None.

**7) New Business**

None.

**8) Adjourned**

The motion to adjourn was made by Jan, seconded by Windrila, and the meeting adjourned at 5:05 pm.

Respectfully submitted by T. Young, January 4, 2012

**Daphne Public Library Board  
January 6, 2012  
Meeting Minutes**

**In Attendance:**

Library Director Tonja Young; Board Chair Jan Blankenhorn; Library Board Members Windrila Longmire, Andre LaPalme, and Jim Bodman; Friends President Jim Morris.

**1) Call to Order:**

After a quorum was established, Library Board Chairman Jan Blankenhorn called the meeting to order at 4:09 pm.

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

The minutes of the December meeting were approved; motion made by Windrila and seconded by Jim. Motion passed.

**3) Chairman's Report/Comments:**

Jan stated that speaker Wayne Flynt on December 7<sup>th</sup> had been a great success.

**4) Library Director's Report:**

Tonja did not have the December statistical report due to staff illnesses. It will be presented next month. She did announce that the Daphne Public Library was shown by countywide statistics to be one of the busiest libraries for interlibrary and intra-library loans in Baldwin County! (see attached)

Tonja discussed upcoming children's events for December and the upcoming Lincoln grant events (beginning the following morning). Tonja also announced that the new library website is up, with small adjustments still being made through the vendor.

**5) Public Participation**

Jim Morris announced that the Friends had awarded Adele a \$500 scholarship for earning her MLIS, in accordance with the scholarships provided last year to Louise and Rhonda.

**6) Other Business**

None.

**7) Adjourned**

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

Respectfully submitted by T. Young, January 31, 2012



# Daphne Utilities

## **APPROVED MINUTES**

### **Utilities Board Meeting**

**City of Daphne Council Chambers ♦ January 4 (December, 2011), 2012 ♦ 5:00 p.m.**

**I. Call to Order**

The regular December 2011, Board meeting for the Utilities Board of the City of Daphne was held on January 4, 2012 and called to order by Chairman Robert Segalla, at 5:00 p.m.

**II. Roll Call**

**Members Present:** Robert Segalla, Chairman  
Fenton E. Jenkins, Vice Chairman  
Ron Scott, Secretary/Treasurer  
Bailey Yelding, Mayor

**Others Absent:** Lon Johnston

**Others Present:** Jerry Speegle – Board Attorney  
Rob McElroy – General Manager  
Danny Lyndall – Operations Manager  
Teresa Logiotatos – Finance Manager  
Deloris Brown – Human Resources Manager  
Drew Klumpp – Administrative Services Manager  
Lori May-Wilson – Executive Assistant  
Melinda Immel – Volkert & Associates  
Doug Bailey - HMR

**Others Absent:**

**III. Pledge of Allegiance**

The Chairman led the Board and meeting attendees in the Pledge of Allegiance.

**IV. Approval of Minutes**

**a. Utilities Board Minutes from December 7 (November), 2011:**

The Chairman inquired if there were any corrections noted for the submitted Minutes from the December 7, 2011, Utilities Board meeting. No corrections were made.

**MOTION BY Ron Scott to approve the Minutes for December 7 (November), 2011; Seconded by Fenton Jenkins.**

**AYE: JENKINS, SCOTT, SEGALLA, YELDING**

**ABSENT: JOHNSTON**

**ABSTAIN:**

**MOTION CARRIED**

**V. Old Business**

**A. Items in Abeyance**

1. **Gas Franchise Agreement** – No updated information was reported.
2. **Spanish Fort Sewer Franchise issues** – No updated information was reported.

**VI. New Business**

No New Business was report.

**VII. BOARD ATTORNEY'S REPORT**

Mr. Speegle had nothing further to add to his report.

**VIII. FINANCIAL REPORT**

Teresa Logiotatos had nothing further to report on the financials, however handouts pertaining to the Central Services building funding and an existing rate sheet were distributed. A discussion took place regarding wording within the Financial Summary.

**IX. GENERAL MANAGER'S REPORT**

**a. GM Report**

Rob McElroy relayed to the Board about a situation with a customer in the TimberCreek subdivision and commended several of the Daphne Utilities employees for their outstanding work principles as well as their excellent customer service skills in assisting the customer.

***Operations Report***

Danny Lyndall advised of project involving the Stanton Road Water Tank and updated the Board on the Central Services facility. Mr. Scott inquired the compaction tests on the Well Road project. Doug Bailey with HMR explained the situation for the Board. He also pointed out that the project on Essex Street has been completed. He had nothing additional to report.

Melinda Immel of Volkert & Associates had nothing further to add to her report. She commented further on the Sanitary Sewer Rehab for the Board.

**X. PUBLIC PARTICIPATION – None.**

**XI. BOARD ACTION – None.**

**XII. BOARD COMMENTS – Mr. Scott commented on the accomplishments of Daphne Utilities for 2011 and strive to make improvements for 2012.**

**XIII. ADJOURNMENT –**

***MOTION BY Ron Scott to adjourn the meeting. Seconded by Fenton Jenkins.***

***AYE: JENKINS, SEGALLA, SCOTT, YELDING***

***ABSENT: JOHNSTON***

***ABSTAIN:***

**MOTION CARRIED**

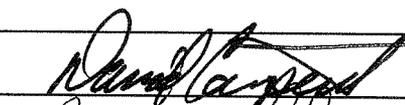
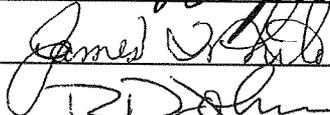
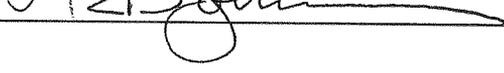
The meeting adjourned at 5:22 pm.

**CITY COUNCIL MEETING  
MAYOR'S REPORT**

**NOTES:**



# CITY OF DAPHNE PARADE PERMIT

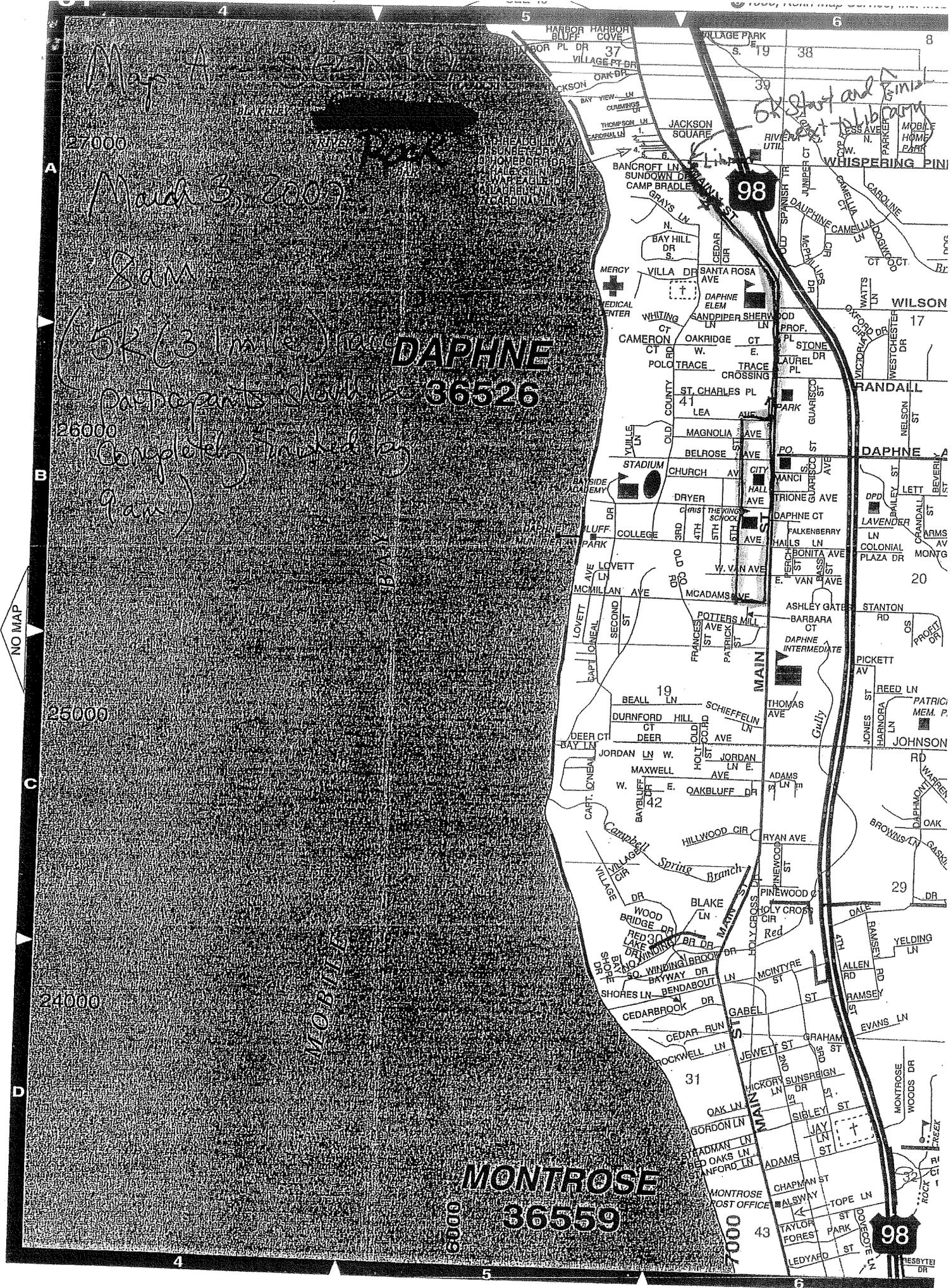
<b>ORGANIZATION:</b>	<i>SEEDS (Supporting Educational Enrichment in Daphne's Schools)</i>
<b>CONTACT PERSON:</b>	<i>Denise D'Oliveira</i>
<b>ADDRESS:</b>	<i>P.O. Box 460 Daphne, AL 36526</i>
<b>PHONE NUMBER (HOME):</b> <b>PHONE NUMBER (BUSINESS):</b> <b>CELL NUMBER:</b>	<i>(251) 626-9966 (251) 656-7333 (251) 605-8777</i>
<b>TYPE OF PARADE:</b>	<i>8<sup>th</sup> Annual Classic Rock 5K race and 1-mile Fun Run</i>
<b>DATE OF PARADE:</b>	<i>Saturday, March 3, 2012</i>
<b>ROUTE TO BE TRAVELED:</b>	<i>See attached</i>
<b>APPROXIMATE # OF PEOPLE &amp; CARS:</b>	<i>1500</i>
<b>START TIME:</b>	<i>8 a.m. start for 5K (set up begins 5:30 a.m.) 9 a.m. start for Fun Run</i>
<b>STOP TIME:</b>	<i>Festivities will conclude by 11:30 a.m.</i>
<b>ASSEMBLY AREA/STREET:</b>	<i>City Hall grounds</i>
<b>ASSEMBLY TIME:</b>	<i>Beginning at 5:30 a.m.</i>
<b>SPECIAL REQUEST:</b>	<i>We would greatly appreciate the same support provided previously by City of Daphne Public Works, Police, Fire and Recreation Departments.</i>
<b>APPROVAL</b>	
<b>POLICE: Chief David Carpenter:</b>	
<b>FIRE: Chief James White:</b>	
<b>PUBLIC WORKS: Richard Johnson:</b>	
<b>CITY COUNCIL:</b> <i>2/06/2012</i>	
<b>SPECIAL INSTRUCTIONS:</b>	
<b>DATE ROUTED:</b>	<i>January 5, 2012</i>
<b>NOTIFICATION OF APPROVAL:</b>	

Map A  
March 3, 2009  
8am  
5K (3 mile) race  
Participants should be  
completely finished by  
9am

**DAPHNE**  
36526

**MONTROSE**  
36559

NO MAP



5K start and finish  
at the library

MOBILE

WHISPERING PINNACLES

98

Map B  
27000

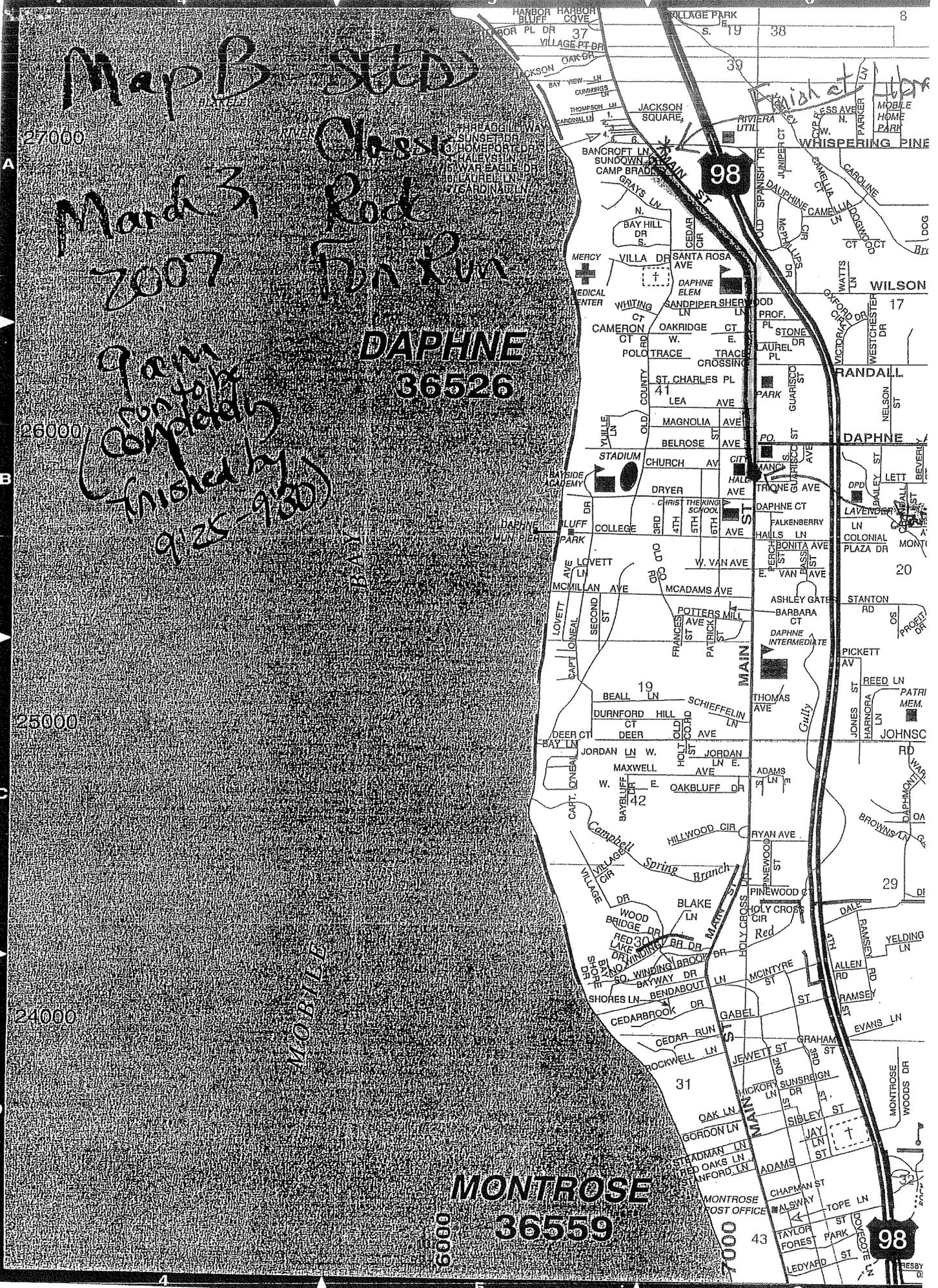
March 3  
2007  
Classic Rod Run  
DAPHNE  
36526

9am  
open for  
by  
9/25-9/30

DAPHNE  
36526

MONTROSE  
36559

NO MAP



26000

25000

24000

6000

7000

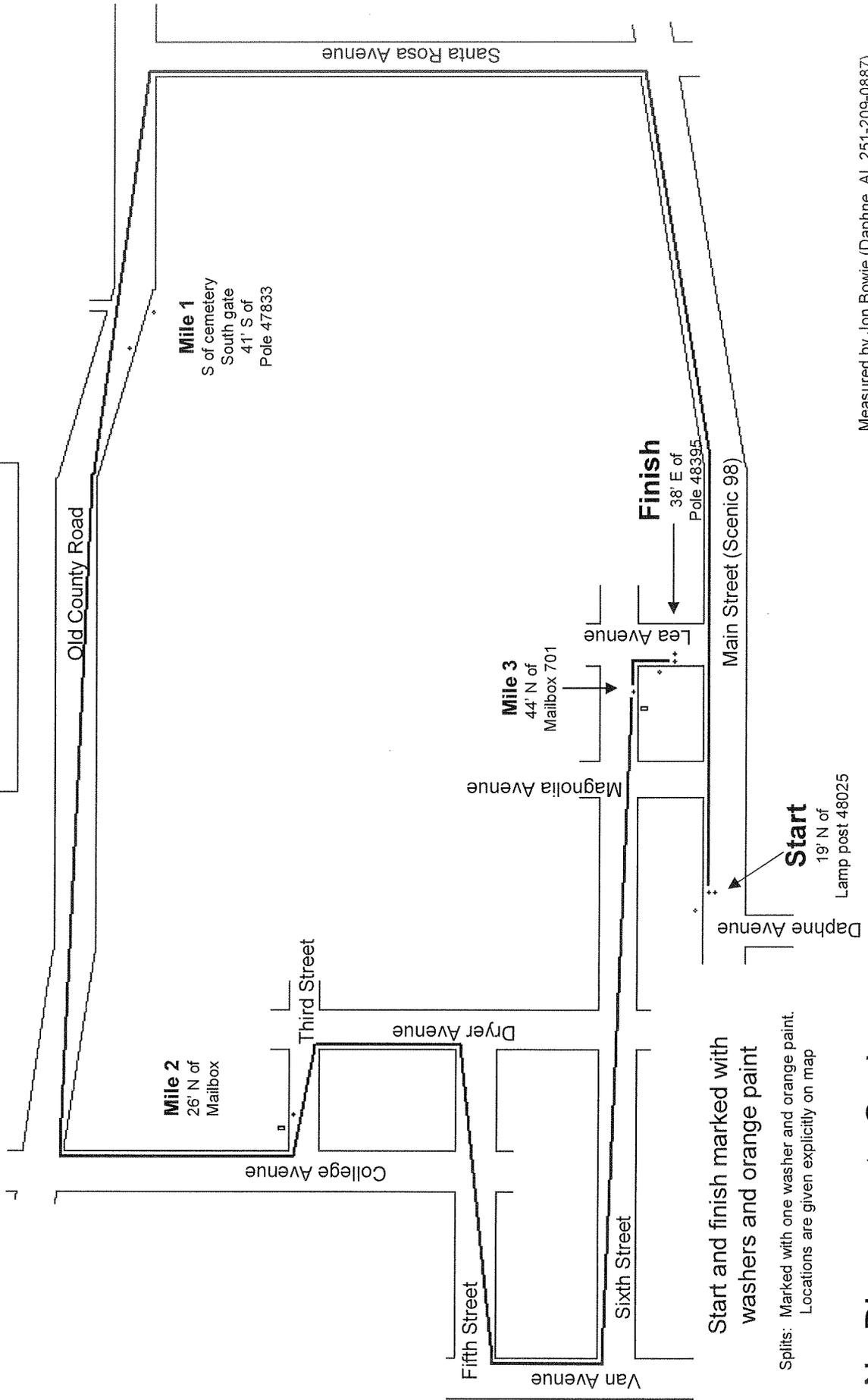
98

# CITY OF DAPHNE PARADE PERMIT

<b>ORGANIZATION:</b>	<i>Prodissee Pantry (Baldwin County's largest non-profit Food pantry)</i>
<b>CONTACT PERSON:</b>	<i>Karen McVay</i>
<b>ADDRESS:</b>	<i>P.O. Box 7403 Spanish Fort, AL 36527</i>
<b>PHONE NUMBER (HOME): PHONE NUMBER (BUSINESS):</b>	<i>251-510-1955 251-626-1720</i>
<b>TYPE OF PARADE:</b>	<i>5K Race &amp; 1 Mile Fun Run (fund raiser for the food pantry)</i>
<b>DATE OF PARADE:</b>	<i>Saturday, 10/27/2012</i>
<b>ROUTE TO BE TRAVELED:</b>	<i>See Attached Map</i>
<b>APPROXIMATE # OF PEOPLE &amp; CARS:</b>	<i>350</i>
<b>START TIME:</b>	<i>8:00 A.M.</i>
<b>STOP TIME:</b>	<i>10:00 A.M.</i>
<b>ASSEMBLY AREA/STREET:</b>	<i>Lott Park</i>
<b>ASSEMBLY TIME:</b>	<i>7:30</i>
<b>SPECIAL REQUEST:</b>	<i>Streets blocked off</i>
<b>APPROVAL</b>	
<b>POLICE: Chief David Carpenter:</b>	
<b>FIRE: Chief James White:</b>	
<b>PUBLIC WORKS: Richard Johnson:</b>	
<b>CITY COUNCIL:</b> <i>2-06-12</i>	
<b>SPECIAL INSTRUCTIONS:</b>	
<b>DATE ROUTED:</b>	<i>1-23-12</i>
<b>NOTIFICATION OF APPROVAL:</b>	

# Turkey Trot 5K II

Daphne, Alabama



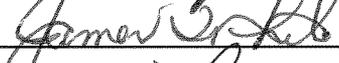
Start and finish marked with washers and orange paint  
washers and orange paint

Splits: Marked with one washer and orange paint.  
Locations are given explicitly on map

## No Diagrams to Scale

Measured by Jon Bowie (Daphne, AL 251-209-0887)  
jinbowie@gmail.com 16 October 2011  
Calibrated on AL08007JD  
Race contact: Prodiisee Pantry 251-626-1720

# CITY OF DAPHNE PARADE PERMIT

<b>ORGANIZATION:</b>	<i>Arthritis Foundation</i>
<b>CONTACT PERSON:</b>	<i>Molly Dugan</i>
<b>ADDRESS:</b>	<i>1011 Hillcrest Road Mobile, AL 36695</i>
<b>PHONE NUMBER (HOME):</b> <b>PHONE NUMBER (BUSINESS):</b> <b>CELL NUMBER:</b>	<i>639-9722</i>
<b>TYPE OF PARADE:</b>	<i>5K Run and 1 Mile Run</i>
<b>DATE OF PARADE:</b>	<i>December 1, 2012</i>
<b>ROUTE TO BE TRAVELED:</b>	<i>See Attached Route</i>
<b>APPROXIMATE # OF PEOPLE &amp; CARS:</b>	<i>1,000 - 1,500</i>
<b>START TIME:</b>	<i>8:00 A.M.</i>
<b>STOP TIME:</b>	<i>11:00 A.M.</i>
<b>ASSEMBLY AREA/STREET:</b>	<i>City Hall</i>
<b>ASSEMBLY TIME:</b>	<i>5:00 A.M.</i>
<b>SPECIAL INSTRUCTIONS:</b>	
<b>DATE APPLIED:</b>	<i>January 20, 2012</i>
<b>APPROVAL</b>	
<b>POLICE: Chief David Carpenter:</b>	
<b>FIRE: Chief James White</b>	
<b>PUBLIC WORKS: Richard Johnson</b>	
<b>CITY COUNCIL APPROVAL:</b> <i>2-06-12</i>	
<b>SPECIAL INSTRUCTIONS:</b>	
<b>DATE ROUTED:</b>	<i>January 23, 2012</i>
<b>NOTIFICATION:</b>	

## **ROUTE OF ARTHRITIS FOUNDATION 5K AND 1 MILE RUN**

Start on Main Street at City Hall  
To Belrose Avenue turning left  
Down Belrose to Old County Rd.  
South on Old County Rd.  
Turn Right on Dryer Avenue  
South to Captain O'Neal Drive  
Captain O'Neal Drive to Deer Avenue  
East on Deer Avenue to Main Street  
Left on Main Street to City Hall

CASE NO. 2012-2

ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV. 1/31/12  
DATE FORWARDED TO POLICE DEPT. 1/31/12  
DATE RECEIVED BY POLICE DEPT. N/A  
DATE: APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

(initial) HG  
HG  
HG

POLICE DEPT SIGNATURE \_\_\_\_\_

DATE RETURNED TO REVENUE DIV. 1/31/12  
DATE FORWARDED TO CITY CLERK 1/31/12  
DATE RECEIVED BY CITY CLERK 1/31/12  
SCHEDULED DATE ON AGENDA 2-6-12

HG  
HG  
RAH  
RAH

Council Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ TABLED

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

Rescheduled for Council Agenda Date: \_\_\_\_\_

Council Action: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ TABLED

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

DATE RETURNED TO REVENUE DIV.: \_\_\_\_\_

DATE RETURNED TO TAXPAYER \_\_\_\_\_  
OR TO ABC FIELD OFFICE \_\_\_\_\_ (per taxpayer request)



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20120131081112857**



**Type License:** 020 - RESTAURANT RETAIL LIQUOR      **State:** \$300.00 **County:** \$400.00  
**Type License:**      **State:**      **County:**  
**Trade Name:** CHAMPYS FAMOUS FRIED CHICKEN      **Filing Fee:** \$50.00  
**Applicant:** PUTNAM ENTERPRISES LLC      **Transfer Fee:**  
**Location Address:** 27080 HWY 98 STE 1    DAPHNE, AL 36526  
**Mailing Address:** PO BOX 428    FAIRHOPE, AL 36526  
**County:** BALDWIN    **Tobacco sales:** YES      **Tobacco Vending Machines:** 0  
**Sale of Products Containing Ephedrine:** NO      **Type Ownership:** LLC  
**Book, Page, or Document info:** INST 1277983      **Do you sell Draft Beer:** Y  
**Date Incorporated:** 03/11/2011 **State incorporated:** AL      **County Incorporated:** BALDWIN  
**Date of Authority:** 03/11/2011      **Alabama State Sales Tax ID:** R007352825

**Name:**      **Title:**      **Date and Place of Birth:**      **Residence Address:**

ERIN BELL PUTNAM 8503893 - AL	OWNER	07/06/1979 GREENWOOD, MS	113 ECHO LANE FAIRHOPE, AL 36532
RYAN TODD PUTNAM 8509088 - AL	OWNER	02/02/1980 GREENVILLE, MS	113 ECHO LANE FAIRHOPE, AL 36532

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES  
Does ABC have any actions pending against the current licensee? NO  
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO  
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO  
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES  
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO  
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO  
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

**Contact Person:** ERIN PUTNAM      **Home Phone:** 901-581-1486  
**Business Phone:** 251-621-1666      **Cell Phone:** 901-581-1486  
**Fax:**      **E-mail:** TODDPUTNAM5@YAHOO.COM

**PREVIOUS LICENSE INFORMATION:**      **Previous License Number(s)**  
**Trade Name:** CHAMPYS FAMOUS FRIED CHICKEN      **License 1:** 002043602  
**Applicant:** PUTNAM ENTERPRISES LLC      **License 2:**



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20120131081112857**



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**  
 Name of Property owner/lessor and phone number: **THE MITCHELL COMPANY INC 251-401-3909**  
 What is lessors primary business? **REAL ESTATE**  
 Is lessor involved in any way with the alcoholic beverage business? **NO**  
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**  
 Is the business used to habitually and principally provide food to the public? **YES**  
 Does the establishment have restroom facilities? **YES**  
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**  
 Building Dimensions Square Footage: **2000** Display Square Footage:  
 Building seating capacity: **100** Does Licensed premises include a patio area? **YES**  
 License Structure: **ONE STORY** License covers: **OTHER**  
 Number of licenses in the vicinity: **10** Nearest: **.5**  
 Nearest school: **.6 miles** Nearest church: **.6 miles** Nearest residence: **.3 miles**  
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

<b>Name:</b>	<b>Violation &amp; Date:</b>	<b>Arresting Agency:</b>	<b>Disposition:</b>
RYAN TODD PUTNAM	DUI - FAIRHOPE POLICE DEPT	FAIRHOPE POLICE DEPT	NOL PROS



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20120131081112857**



**Initial each**

**Signature page**

*ef*  
*ef*

In reference to law violations, I attest to the truthfulness of the responses given within the application.  
 In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

*ef*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

*ef*

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

*ef*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

*ef*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

*ef*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

*ef*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.  
 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

*ef*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *ERIN POTNAM*

Signature of Applicant: *Erin Putnam*

Notary Name (print): *Betty G. Dean*

Notary Signature: *Betty G. Dean* Commission expires: *1/10/15*

Application Taken: *1/31/12* App. Inv. Completed: \_\_\_\_\_ Forwarded to District Office: \_\_\_\_\_  
 Submitted to Local Government: \_\_\_\_\_ Received from Local Government: \_\_\_\_\_  
 Received in District Office: \_\_\_\_\_ Reviewed by Supervisor: \_\_\_\_\_ Forwarded to Central Office: \_\_\_\_\_



**Facility Services Proposal**

*Facility Services Agreement for the  
City of Daphne  
Daphne City Hall  
1705 Main Street  
Daphne, AL 36526*

To: Mr. Frank Barnett,  
Building Maintenance Supervisor

By: Mike Stanton  
Air Specialty

Date: July 5, 2011



Attn: Mr. Frank Barnett  
July 5, 2011

Re: Quote #110705 – Facility Services Agreement for City of Daphne

## Summary

The intent of Synergy's Facility Services Agreement is to create an immediate positive cash flow for our customers by reducing their monthly burdens. Our assessment of Daphne City Hall located at 1705 Main Street in Daphne AL shows that an investment made by Synergy of \$35,000.00 in your support systems (specifically your HVAC and temperature controls systems) including a specialized O&M program will reduce your O&M costs, including your energy cost, while improving the comfort and reliability of your facility. Under this Agreement, The City of Daphne will receive immediate monthly savings because we will commission and assist in the operation of the support systems serving Daphne City Hall with an initial capital investment from City of Daphne of \$0.00. Our investment in equipment replacement/upgrades, commissioning, re-sequencing, and assistance in on going operations will provide long term savings and we will provide the quality control that is required for Synergy to take all the risk.

We propose a Facility Services Agreement between Synergy and City of Daphne. During the term of this agreement Synergy will provide regular updates to City of Daphne regarding our scope of work and our investment to date (or Project Cost to date as calculated in Payment Terms and Conditions – not to exceed \$35K). Synergy will meet Daphne's staff regularly to review utility performance. If the City of Daphne agrees that our work has resulted in utility savings, then Synergy will invoice for 75% of the savings to offset Synergy's investment relating to the facility services provided under this agreement. Upon Synergy receiving full payment of the project cost to date, Synergy will shift to invoicing 35% of the remaining monthly savings for ongoing operational support, quality control, and 24/7 access to our intellectual property.

The percentage terms of this contract are negotiable at any time for any reason by City of Daphne, and by 30 day written notice by Synergy. Therefore, the City of Daphne determines their monthly payment to Synergy with the understanding that the percentages listed in this contract are the percentages needed in order to offset the initial investment that is made by Synergy. Daphne should expect to pay under these terms for at least 24 months, however, Daphne ultimately has no liability to the cost of the work performed by Synergy beyond the savings that the City of Daphne is willing to agree has been created by Synergy's work as outlined in this proposal. The City of Daphne has the final authority on determining savings.

## Facility Services Agreement

This document shall serve as a "Facility Services Agreement" between The City of Daphne and Synergy, LLC. This document does not prevent the Customer, The City of Daphne, and Seller, Synergy, from entering into additional agreements outside of this Facility Services Agreement. Additional facilities can be added to this agreement upon written request from the City of Daphne and written acceptance from Synergy, LLC. The "Savings Calculator", "Baseline" information, and payment terms for each additional facility must reference this agreement.

### General Conditions

During the term of this agreement, The City of Daphne agrees to allow:

- Synergy employees and agents unlimited on-site access, including virtual and/or remote access via the internet and/or telecom, to facilities covered under this agreement. It's understood by both parties that such access will not disrupt the building's ability to conduct business or otherwise provide services and will be consistent with other Daphne City Hall visitor rules.
- Synergy will develop and implement scopes of work in an effort to reduce The City of Daphne's O&M expenses. Synergy to make changes and updates to the existing building automation, HVAC, electrical, lighting, and other support systems that significantly impact energy consumption. Synergy will review proposed changes with the City of Daphne prior to implementation. Synergy to make changes to the operation parameters (i.e. motor speeds, set points, etc.), procedures, and equipment sequencing to reduce energy consumption and/or demand.

### Payment Terms and Conditions

The "Customer", The City of Daphne, agrees to the following as a guideline for payment to Synergy, the "Seller", for services performed at Daphne City Hall located at 1705 Main Street Daphne AL.

- The billing format for this agreement is a standard "Time and Material" arrangement where the current project cost is the total of all services performed to date at the rates detailed below. The total project cost will not exceed \$35,000.
- Daphne will provide an initial payment of \$0.00.
- Synergy will meet monthly with a designated representative of the City of Daphne to review the monthly utility performance. If the City of Daphne agrees that savings have been realized as a result of Synergy's services, then Synergy will invoice for 75% of the monthly savings, or the balance of our services, which ever is less. This format will remain in place until the full project scope is implemented and the project cost is recovered. Upon the completion of the accepted scopes of work and Synergy receiving full payment, Synergy will shift to invoicing 35% of the monthly savings for ongoing operational support, quality control, and 24/7 access to our intellectual property.
- All devices and equipment installed by Synergy, LLC or its subcontractors under this agreement will remain property of Synergy, LLC until the balance of all outstanding monthly invoices representing work completed and accepted are paid in full. It is agreed and understood that once the City of Daphne pays all outstanding invoices for the work completed and accepted to date, all devices and equipment installed by Synergy, LLC through the last billing will become property of The City of Daphne



**Facility Services Labor Rates:**

- Project Engineer - \$200/hour
- Facilities Specialist – \$175/hour
- Project Manager - \$150/hour
- Mechanic/BAS Technician/Electrician - \$135/hour
- General Technician/Helper - \$65-95/hour

**Facility Services Project Management Rates:**

- Material margin – 30%
- Subcontractor margin – 25%

**Cancellation and Termination**

This agreement may be terminated by the City of Daphne and Synergy at any time for any reason with a 30 day written notice by either party.

If an outstanding balance exists upon termination of this agreement, the City of Daphne shall have the right to purchase said equipment, devices, and/or strategies installed and/or implemented under this agreement for the balance due for any work completed and any unpaid billings to date for the work underway at the time of termination as outlined under the section titled "Payment Terms and Conditions."

**Baseline Energy Expenses and Savings Calculations**

This document shall serve as an agreement between the City of Daphne and Synergy regarding how the "Baseline Energy Expense" and "Savings" for Daphne City Hall located at 1705 Main Street will be defined and calculated. The intent of establishing a "Baseline" in this agreement is to compare what energy expenses would have been without any modifications vs. actual energy expenses after savings measures have been implemented.

**Baseline Calculation**

The electrical consumption and demand baselines will be calculated by averaging the utility data from the information provided by the City of Daphne. An average electrical consumption (KWH) per day and average electrical demand (kW) will be calculated for each month based on this historical data. If necessary, baseline costs will be adjusted to compensate for changes in size, operation, occupancy, etc... Modifications to the Baseline data will be adjusted based on ASHRAE and IES Standards and known physical load increases and/or decreases.

### Savings Calculation

Savings will be determined on a monthly basis. Savings will be the difference between the current bill and a calculated "BASELINE CHARGE". The "CURRENT CHARGE" will be taken from the utility bills excluding any fees that are not affected by energy saving measures (i.e. outdoor lighting charges, service fees, etc.). The "BASELINE CHARGE" and savings shall be calculated as:

#### Electricity –

*Average KWH per day for billed for month X number of days in cycle = Baseline KWH*

*Baseline KWH X Current KWH Charge = **BASELINE KWH CHARGE***

*Baseline kW X Current Demand Charge = **BASELINE kW CHARGE***

**BASELINE KWH CHARGE + BASELINE kW CHARGE = BASELINE CHARGE**

**BASELINE CHARGE – CURRENT CHARGE = Total Electricity Savings**

#### Natural Gas –

*Average ccf per day for billed for month X number of billing days in cycle = Baseline ccf*

*Baseline ccf X Current Gas ccf Charge = **BASELINE ccf CHARGE***

**\$BASELINE ccf CHARGE – \$CURRENT ccf CHARGE = \$Total Gas Savings**

*\*The billed for month will be defined as the month in which the majority of the billed for days fall.*

As part of this Agreement, the City of Daphne agrees to provide a copy of their future utility bills from their respective utility companies to Syntergy within 10 business days of receipt.

### **Project Scope**

Syntergy will provide continuous updates regarding our scope of work, our investment to date, and our future plans for your facility. In addition to implementing our Energy Management Process, we will calibrate and commission select equipment and support systems to reduce your total expenses. We will develop a specialized maintenance program, and we will provide the training, quality assurance, and ongoing support to secure positive cash flow.

#### **Implementation of our Facility Services Program**

After receipt of the City of Daphne's signed approval of this proposal and an initial payment of \$0.00, Syntergy will perform the following work:

- Make arrangements for 24/7 access to monitor and analyze the facility throughout the entire range of operating conditions.
- Verify "as-built" drawings and/or any O&M documentation provided by the customer and customer's vendors relating to the support systems.
- Verify design intent and the sequence of operations for these systems as it relates to existing and future needs.
- Meet with the O&M staff and vendors to discuss known issues and develop cost effective solutions to reduce long term O&M expenses.
- Develop customized maintenance program for the support systems.
- Provide a monthly energy performance report for the facility.
- Document equipment and/or systems that are operating outside of their design conditions.
- Perform commissioning of your HVAC and lighting systems (calibrate sensors, verify and/or repair contactors and dampers, perform preventative maintenance on the HVAC system, adjust control algorithms, etc.) and re-sequence the equipment.



- Improve the temperature controls and strategies relating to comfort, performance, and energy consumption.
- Create operational documentation for facility staff.
- Perform minor repairs to the HVAC system (pumps, motors, VFD's, etc.) and or equipment that impact energy consumption.
- Install Microprocessor based controllers to automate our strategies and monitor real-time building performance.
- Provide professional O&M training for the owner's staff and vendors.
- Additional Scopes of work will be added as applicable, such as equipment and temperature control system retrofits, installation of Variable Speed Drives, and other select equipment upgrades.

### Indemnity

Synergy and the city of Daphne agree that both Synergy and the City of Daphne shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Synergy or the City of Daphne. Synergy and Daphne agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither Synergy nor Daphne will be responsible to the other for any special, indirect, or consequential damages.

### Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

The City of Daphne will furnish any and all relevant design standards and equipment specifications prior to Synergy commencing work. Any trouble or hazardous conditions will be reported immediately to Daphne's O&M staff during this Agreement. If necessary, Daphne's O&M staff to be responsible for disabling life safety (fire, alarm, etc.) systems where work is being performed.

This proposal is hereby accepted and Synergy is authorized to proceed with the work.

This proposal is valid for 60 days from July 5, 2011

\_\_\_\_\_  
*Purchaser - Company Name*

\_\_\_\_\_  
**SYNERGY, LLC**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name:*

\_\_\_\_\_  
*Name: Everett Pastureau*

\_\_\_\_\_  
*Title:*

\_\_\_\_\_  
*Title: Project Manager*

\_\_\_\_\_  
*Date:*

\_\_\_\_\_  
*Date: 07/05/11*

**CITY ATTORNEY'S REPORT**

**NOTES:**

**DEPARTMENT HEAD'S COMMENTS**

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

**NOTES:**

RECOMMENDATIONS

**COUNCIL COMMENTS:**

# RESOLUTION NO. 2012-04

## City of Daphne Support for House Resolution 367 and Senate Bill 301 to Recognize the Month of October Each Year as Italian and Italian American Heritage Month

**WHEREAS**, the City of Daphne Support for House Resolution 367 to recognize the month of October Each Year as Italian and Italian American Heritage Month; and

**WHEREAS**, Italian immigrants were instrumental in founding the City of Daphne; and

**WHEREAS**, descendants of these original families have flourished and prospered in the city; and

**WHEREAS**, many Italian Americans have moved to our rapidly growing community and helped preserve the cultural traditions of the heritage; and

**WHEREAS**, Italian Americans have become civic leaders and exemplary citizens of the City of Daphne; and

**WHEREAS**, the Italian American contributions have enriched the lives of citizens of Daphne.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Daphne urges U.S. Representative Jo Bonner to co-sponsor and support House Resolution 367 and U.S. Senators Jeff Sessions and Richard Shelby to co-sponsor and support companion Senate Bill 301 which recognizes the month of October as Italian and Italian American Heritage Month.

**APPROVED AND ADOPTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Bailey Yelding, Jr., Mayor**

**ATTEST:**

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

**CITY OF DAPHNE  
RESOLUTION NO. 2012 - 05**

**REVISIONS TO CITY OF DAPHNE STREET MAP**

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**WHEREAS**, the Planning Commission of the City of Daphne, Alabama at their regular meeting held on January 26, 2012, approved a favorable recommendation to the City Council of the City of Daphne, Alabama for a revision to the City of Daphne Street Map and presented at said meeting; and

**WHEREAS**, said revision to street map is necessary due to additional streets being added to and accepted by the City; and

**WHEREAS**, due notice of said revisions to the City of Daphne Street Map has been provided to the public as required by law through publication and open display at the City of Daphne Public Library and City Hall; and

**WHEREAS**, the City Council of the City of Daphne, Alabama, after due consideration, and upon the recommendation of the Planning Commission of the City of Daphne, believes it is in the best interest of the health, safety and welfare of the citizens of the City to accept the revisions to the City of Daphne Street Map; and

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

**SECTION I: ADOPTION OF MAP**

THAT the City of Daphne Street Map was considered by the City of Daphne Planning Commission on January 26, 2012, and having made a favorable recommendation to the City Council and said revised map being attached hereto as Exhibit "A" is hereby adopted as the official "City of Daphne Street Map."

**SECTION II: REPEALER**

THAT Resolution No. 2006-22, Resolution No. 2006-66, and Resolution No. 2007-05, Resolution 2007-69, Resolution 2008-02, 2008-41, Resolution 2009-06, Resolution 2009-72, Resolution 2010-22, Resolution 2010-76, 2011-09, and Resolution 2011-62 entitled "City of Daphne Street Map" are hereby repealed in their entirety and any Resolution(s) or parts of Resolution(s) conflicting with the provisions of this Resolution are hereby repealed insofar as they conflict.

**SECTION III: EFFECTIVE DATE**

THAT This Resolution shall take effect and be in force from and after the date of its approval by the City Council of the City of Daphne, Alabama.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

\_\_\_\_\_  
**CATHY S. BARNETTE,  
COUNCIL PRESIDENT**

\_\_\_\_\_  
**BAILEY YELDING, JR.,  
MAYOR CITY OF DAPHNE**

**ATTEST:**

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

To: Office of the City Clerk  
From: Adrienne D. Jones,   
Community Development Director

MEMORANDUM

Subject: Revised City of Daphne Street Map

Date: January 26, 2012

At the January 26, 2012, regular meeting of the City of Daphne Planning Commission, five members were present. The motion carried unanimously for a **favorable recommendation** of the above-mentioned revision to the street map.

Attached please find said documentation for placement on the Monday, February 6, 2012 City Council agenda to set the public hearing for Monday, March 5, 2012.

The Resolution will be provided by the City Attorney's office.

Thank you,  
ADJ/jd

cc: file

attachment(s)

1. Street Map (display)

**CITY OF DAPHNE  
ORDINANCE NO. 2012-01**

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**AN ORDINANCE TO AMEND SECTION 6.4.1 OF THE CITY'S  
EMPLOYEE HANDBOOK AND TO ADD TO THE CITY'S EMPLOYEE  
HANDBOOK THE POLICY OF TRANSITIONAL DUTY**

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**WHEREAS**, the City Council of the City of Daphne, after due consideration believes that certain revisions to the City of Daphne Employee Handbook are necessary for the proper administration of said Handbook and the policies contained therein; and

**WHEREAS**, said revisions to the Employee Handbook will enable the City to more easily facilitate and administer provisions of the Employee Handbook in order to benefit the health, safety, and welfare of its employees;

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

**SECTION I: REVISION TO SECTION 6.4.1**

That Section 6.4.1 of the Employee Handbook, be and is hereby deleted in its entirety and is replaced as follows:

6.4.1. General. Any employee may be separated when he cannot perform the essential functions of his job because of extended physical or mental impairment. However, the city will attempt to reasonably accommodate to enable the disabled employee to adequately accomplish his required duties. Such accommodation may include job restructuring, reassignment, and/or transitional duty. If a reasonable accommodation is not possible, the individual may be separated in accordance with the guidelines contained herein.

**SECTION II: ADDITION OF TRANSITIONAL DUTY POLICY**

That Section 6.4.1.1(A), entitled "Transitional Duty", be added to the City's Employee Handbook as follows:

6.4.1.1(A)(1). Scope

The scope of this policy shall apply only to employees who have been injured on the job and such injury is being administered under the State of Alabama Workers Compensation Act, Ala. Code § 25-5-1, et al.

6.4.1.1(A)(2). Purpose

It is the policy of the City to offer leaves of absence when appropriate to employees who are no longer medically able to continue the essential duties of their permanent job and to encourage their return to work consistent with their medical recovery and physician's advice. These guidelines are subject to all other applicable city policies, including, but not limited to, Job Posting, Lay-Off and Recall, Leave of Absence, Medical Disability, Family Leave (FMLA), Military, and Equal Employment Opportunity.

6.4.1.1(A)(3). Definitions

A. Permanent Restriction(s): Those restrictions issued by the treating physician, or the nurse, which are not expected to change during the course of employment.

B. Transitional Duty: Any temporary, modified duty(ies) of employment from the employee's permanent position, while receiving worker's compensation benefits, that takes into consideration the employee's health condition and abilities; but not to last longer than 180 days from the date the employee begins his transitional duty assignment or Maximum Medical Improvement ("MMI"), whichever first occurs.

6.4.1.1(A)(4). General Statement

All reasonable efforts will be made to return an employee to his/her former position or to a comparable position that is open. Transitional Duty is to be short term and in no event shall it extend after an employee reaches MMI, or 180 days have transpired from the date the employee begins his transitional duty assignment, whichever occurs first. Should an employee acquire a health condition medically precluding successful accomplishment of his assigned essential job functions during the healing period of such health condition, the city will make a reasonable effort to provide a temporary transitional job until such time as physician(s) ha(s)(ve) determined that the employee has reached MMI, or 180 days have transpired from the effective date of this policy, whichever first occurs. This policy is inclusive of "FMLA" and the other city leave policies. Upon reaching MMI or 180 days have transpired from the date the employee begins his Transitional Duty assignment, the City will determine whether a reasonable accommodation can be made in some available permanent job, after considering all medical restrictions. If the city is unable to reasonably accommodate the

specific restriction within an available permanent position, the employee will be terminated unless granted administrative leave at full discretion of the Mayor. An employee's transitional duty assignment may be discontinued at any time with or without notice.

Under this Transitional Duty policy, an employee assigned to a transitional duty position is not presumed by the City to be handicapped or disabled for the purposes of any other law or statute. Individuals with handicaps or disabilities may have different and/or additional rights under applicable law or City policy.

The time period for Transitional Duty shall begin once an employee has been deemed eligible to return to modified and/or light duty by their medical provider and an available Transitional Duty position has been located by Human Resources and the employee's Department Head.

6.4.1.1(A)(5). Procedure

1. Once the medical condition has been diagnosed, and also when the individual has reached MMI according to the treating physician, the employee must advise his/her supervisor and the Human Resource Director.
2. (a) During the healing period, the Transitional Duty program will be made available, as set forth in section 6.4.1.1(A)(4) of this Policy.  
  
(b) Upon reaching MMI, the treating physician shall indicate whether or not the person has any permanent restrictions. The Human Resource Director will review those permanent restrictions and will decide if the employee can return to their former permanent job or some other available permanent job for which the employee has the requisite qualifications and eligibility. Should an employee have a need for accommodated duty, and no such duty is available, documentation supporting the search for an accommodation(s) shall be placed in the employee's file.
3. Productive Transitional Duty job assignments are designed to assist employees with returning to their former full time permanent job. When an employee starts Transitional Duty assignment, a specific duration period shall be established. This duration period shall not exceed 180 days or MMI, whichever first occurs.
4. The employee will be compensated at the normal rate of pay for the position. In the event the pay scale for the position is less than

5. the employee's normal rate of pay (pre-injury) the employee shall receive the normal rate of pay for the position plus 66 2/3% of the difference between the normal rate of pay for the position and the employee's pre-injury wage.
6. Should an employee have a need for accommodated duty and no permanent jobs are available after reaching MMI or the expiration of 180 days, documentation supporting the search for accommodation(s) shall be placed in the employee's file. A copy of the completed documentation will then be sent to the Human Resources Director. If no permanent employment positions, subject to the employee's medical condition(s), are available after said search; the employee shall be terminated unless granted administrative leave at full discretion of the Mayor.
7. When an employee returns to full duties, he/she will be required to provide appropriate medical documentation.

6.4.1.1(A)(6). Renewal

Should an employee injure himself, re-aggravate a pre-existing injury, or otherwise develop a health condition requiring medical attention while on his transitional duty assignment, but not relieving him of his ability to continue employment in his transitional duty assignment; he must provide documentation from his medical provider evidencing his ability to return to his transitional duty assignment and the amount of time he is to refrain from work or any applicable limitation.

When the employee returns to his initial assignment, the maximum time period of 180 days of which an employee may be placed on transitional duty begins anew. Leave of absence for any illness or health condition not related to the injury or medical condition causing the transitional duty assignment shall not affect the time period the employee may be placed upon transitional duty.

6.4.1.1(A)(7). Implementation

The City's policy on Transitional Duty as expressed heretofore shall begin upon its approval by the City Council and publication as mandated by Alabama law. All City employees placed on any light or modified duty, as determined by their supervisor or the Human Resources Director, before this policy on Transitional Duty's approval by the City Council and publication as mandated by Alabama law shall be exempt from said policy. Any employee placed on any light or modified duty before the enactment of this Transitional Duty policy that returns to permanent duty, or their prior position, shall be subject to this Transitional Duty policy upon return to permanent duty or their prior position.

**SECTION III: REPEALER**

That any Ordinance, or parts thereof, heretofore adopted by the City Council of Daphne, Alabama, which is in conflict with this Ordinance be and is hereby repealed to the extent of such conflict.

**SECTION IV: SEVERABILITY**

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

**SECTION V: EFFECTIVE DATE.**

This Ordinance shall take effect and be in force from and after the date of its approval by the City Council of the City of Daphne and publication as required by law.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_ DAY OF \_\_\_\_\_, 2012.**

\_\_\_\_\_  
**CATHY S. BARNETTE,  
CITY COUNCIL PRESIDENT**

\_\_\_\_\_  
**BAILEY YELDING, JR.  
MAYOR**

**ATTEST:**

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

**Ordinance 2012-02**  
**Emergency Management Agency (EMA) Hazard Mitigation Grant Program- HMGP DR**  
**(1835-0014) Lake View Loop Residential Acquisition – Grant In-kind & Cash Match**

**WHEREAS**, Ordinance 2011-81 approved and adopted the Fiscal Year 2012 Budget on November 21, 2011; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2012 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2012 budget; and

**WHEREAS**, the 140 Lakeview Loop residence has experience repetitive flooding throughout the recent years; and

**WHEREAS**, the Emergency Management Agency (EMA) has grant funding available for the acquisition and demolition of 140 Lakeview Loop residence: and

**WHEREAS**, the City of Daphne did submit an application (supported by Resolution 2009-83) to EMA and was awarded a Grant in the amount of \$176,441.00 (**City Match of \$17,789.00 in-kind services and \$25,677.00 Cash from the General Fund**) for funding the acquisition and demolition of 140 Lakeview Loop to prevent future flooding; and

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget in the amount of \$25,677.00 for a cash match for the EMA Grant.

**Furthermore**, the Mayor is authorized to execute all agreements, on behalf of the City of Daphne, as necessary for such purpose.

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**Cathy Barnette, Council President**

\_\_\_\_\_  
**Bailey Yelding, Jr., Mayor**

**ATTEST:**

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

**ORDINANCE 2012 - 04**

**City Hall HVAC / Fire Alarm Repair Appropriation**

**WHEREAS**, Ordinance 2011-81 approved and adopted the Fiscal Year 2012 Budget on November 21, 2011; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2012 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2012 budget; and

**WHEREAS**, during a recent fire alarm inspection it was found that the function of air handlers shutting down during an active fire alarm was not functioning properly; and

**WHEREAS**, this function between the HVAC and the fire alarm is a safety issue.

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$5,700 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for repairs required for the City Hall building.

**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**Cathy S. Barnette, Council President**

\_\_\_\_\_  
**Bailey Yelding, Jr. , Mayor**

**ATTEST:**

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

**ORDINANCE 2012 - 05**

**USS Alabama Battleship Memorial Park**

**WHEREAS**, Ordinance 2011-81 approved and adopted the Fiscal Year 2012 Budget on November 21, 2011; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2012 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2012 budget; and

**WHEREAS**, the Fiscal Year 2012 budget does include appropriations for certain community agencies with \$2,000 budgeted as undesignated; and

**WHEREAS**, the USS Alabama Battleship Memorial Park provides an environment which includes educational programs based upon American military history and the role of veteran and military equipment in maintaining American freedom; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to make a \$2,000 contribution to the USS Alabama Battleship Memorial Park.

**NOW, THEREFORE**, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, funds from the General Fund were appropriated as Community contributions in the FY2012 Budget and funds in the amount of \$2,000 are available for a contribution to the USS Alabama Battleship Memorial Park. Furthermore, the Mayor is authorized to execute an agreement, on behalf of the City of Daphne, as necessary for such purpose.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**Cathy Barnette, Council President**

\_\_\_\_\_  
**Bailey Yelding, Jr., Mayor**

**ATTEST:**

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

STATE OF ALABAMA )  
BALDWIN COUNTY )  
CITY OF DAPHNE )

**MUNICIPAL AGENCY FUNDING CONTRACT**

**THIS AGREEMENT**, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF DAPHNE**, a Municipal Corporation, of the State of Alabama (hereinafter sometimes referred to as "City" or "the City"), and USS Alabama Battleship Memorial Park, (hereinafter sometimes referred to as the "Agency"):

**W-I-T-N-E-S-S-E-T-H**

**WHEREAS**, the Agency has requested that the City of Daphne appropriate funds for its use for the benefit, either directly or indirectly, of the residents of the City; and,

**WHEREAS**, the City of Daphne desires to have the Agency perform certain services during the 2011-2012 fiscal year.

**THEREFORE**, in consideration of the benefits moving each to the other, it is mutually agreed by and between the City and the Agency as follows:

**I. AUTHORITY**

Agency represents and warrants to City that it is authorized by law to receive funding from City and that such funding will not be in violation of Article IV, Section 94, or amendments thereto, of the Constitution of Alabama, 1901, or any other constitutional or statutory provision.

Agency further warrants that funding from the City will only be used to perform public services and/or acts which the City is otherwise authorized to perform or to fund itself.

**II. SERVICES**

The Agency provides the following public services within the Corporate Limits of the City of Daphne:

The Agency provides a valuable function to the City and its citizens by providing league play for the general public within the City. Such league play has brought the opportunity for the agency to represent the City in the state tournaments and act as goodwill ambassadors for the City.

If Agency provides public services both inside and outside the Corporate Limits of the City, then, if requested by the City or its representative, it shall

submit an audit report demonstrating that services by the Agency, at least to the extent of the funding herein, shall be and were provided within the Corporate Limits of the City, including an identification of the number of City residents served by said agency.

### **III. APPROPRIATION**

The City shall appropriate funds to the Agency in the following amount for the 2011-2012 fiscal year: \$ 2,000 (Two Thousand Dollars), said amount to be paid pursuant to a method determined by the Finance Director of the City. The Finance Director of the City or his/her designee shall be the representative of the City for the administration and implementation of the provisions hereof on behalf of the City.

### **IV. SEPARATE AGREEMENTS**

The City shall be under no obligation to the Agency except to the extent set out expressly in this Agreement. Provided, however, in the event there is a separate valid written agreement between the City and Agency, then this Funding Agreement is supplemental thereto and in the event of a conflict the terms of the latest written agreement shall prevail.

### **V. TERM; TERMINATION**

The terms of this Agreement shall commence as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, and shall continue in force until the 30th day of September, 2012, unless sooner terminated. Provided, however, in the event a new contract is not executed by the commencement of the new fiscal year, the City may elect to continue funding if appropriated by budget or budget continuation provisions and if so, the Agency agrees to remain bound by the terms of this Agreement and to continue to provide all services hereunder until a new funding contract is executed. The contract is otherwise terminated as set forth herein or if the official City budget does not contain an appropriation for the Agency. Either party to this Agreement may, with or without cause, terminate this Agreement as to the first day of any month by giving the other party no less than thirty (30) days written notice thereof. In event of termination by either party, the Agency shall refund to the City an amount equal to the excess of the total amount appropriated over an amount which bears the same ratio to the total amount appropriated as the month(s) actually performed bear to the total months covered by this Agreement.

### **VI. NON-DISCRIMINATION AND COMPLIANCE**

This Agency hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Agency, its officers, agents and employees will not, on the grounds of race, color, sex, religion, national origin, or disability, discriminate or permit discrimination against any person or group of

persons, in any manner. The Agency further agrees to comply with all applicable state and federal ordinances and regulations, including but not limited to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder. The Agency further agrees to appoint an ADA coordinator. Said coordinator will be responsible for ensuring that the Agency is in compliance with the Americans with Disabilities Act and will advise the City of Daphne ADA Coordinator for services and programs as to the Agency's state of compliance with the Americans with Disabilities Act.

## **VII. INDEPENDENT CONTRACTOR**

It is agreed between the City and the Agency that the Agency is an independent contractor. Neither the City nor its officers, agents or employees shall be liable for damages, claims, actions, or causes of action, brought against the Agency, for the activities of the Agency.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Agency, and shall not be liable for any debts or obligations incurred by Agency, nor shall the City be deemed or construed to be partner, joint adventurer or otherwise interested party in the assets of Agency, or profits earned or derived by Agency, nor shall Agency at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

Agency in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by Agency, provided for herein, are performed, but on the contrary, Agency shall be wholly responsible therefore.

## **VIII. INDEMNITY**

The Agency hereby covenants with the City that it will indemnify and hold the City and its officers, agents and employees harmless for or on account of any claim, suit, cause of action or judgment arising out of or in any manner associated with this Agreement or services provided or performed by Agency or any of its officers, agents or employees.

## **IX. NO THIRD PARTY BENEFICIARIES**

It is the intent of the parties to this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries; no person not a party to the Agreement may claim benefits under the Agreement.

## **X. SERVICE AREA**

Agency shall submit an annual financial statement and, if requested by the City, (submit to the Office of the Finance Director of the City), a written monthly report of the Agency's activities and expenditures, including, but not limited to, information demonstrating that services by the Agency within the Corporate Limits of the City at least equal, if not exceed, the funding from the City for that month (submit to the Office of the Finance Director of the City) . Should the City determine at any time during the term of this Contract that Agency is not providing services within the City Corporate Limits at least equal to the funding herein, then the City may terminate this Agreement immediately. Upon such termination, Agency may be, at the sole discretion of the City, required to refund any funds deemed by the City not to have been appropriately expended within the Corporate Limits.

## **XI. BOOKS AND RECORDS/REPORTS**

Agency shall, at the request of the City, throw open and provide, at a time and place designated by the City, all books, records, accounts, statements and other documents as needed by the City to enable it to conduct a financial and/or operational review or audit of agency operations and/or finances. If Agency refuses to honor the City's request within ten (10) days, it shall refund to the City all funds appropriated to it during the term of the contract. All reports, evaluations and audits required shall be provided by Agency to any person appointed by the City or the Mayor to the Agency's governing body.

## **XII. AUDIT**

The City may require Agency to have its financial records audited by an independent CPA firm. A copy of the audited financial statements will be mailed to the City's Finance Director as soon as possible after the statements are issued.

## **XIII. OPEN MEETING, PUBLIC RECORDS, COMPETITIVE BIDS AND OTHER APPLICABLE LAWS**

A. As Agency is receiving public funds and/or other things of public value, including in-kind services, use of City employees and/or equipment from the City pursuant to this agreement, Agency agrees as follows:

1. To the same and like extent as is applicable to the City of Daphne, all meetings of the governing or controlling body of the Agency or any committee or subcommittee thereof shall be open to the public when any issue or matter involving or relating directly or indirectly to this Agreement is discussed or considered and when there is any discussion or consideration of the use of public funds or things of value provided to the Agency by or through the City.

2. Public Records. To the same and like extent as is applicable to the City of Daphne pursuant to State law, all records, documents, letters, minutes, memoranda, etc. of the Agency shall be open to public inspection and copying when the same pertain to any issue or matter involving or relating directly or indirectly to the performance by Agency of this Agreement or the use of public funds or other things of value provided to the Agency by or through the City.

3. Expenditure of Public Funds. To the same and like extent as is applicable to the City pursuant to State law, all expenditures or disbursements of funds received by the Agency, whether directly or indirectly, from the City shall be subject to competitive bidding.

#### **XIV. SEVERABILITY**

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition, or provision herein contained, shall not affect other remaining and valid covenants or conditions herein unless such invalidity renders performance of the essential elements of the contract impossible.

#### **XV. MISCELLANEOUS CLAUSES**

**Capacity:** Each Party to this Agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer, areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.

D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of the Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorization for execution exists and has been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.

F. That each party represents and warrants to the other that there is no litigation, claim, or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to the terms and conditions of this Agreement.

**Final Integration:** This Agreement together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees agents or contractors.

**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe,

extend or limit the scope or intent of this Agreement.

**Constructions:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory, "may" is permissive.

**Governing Laws:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable irrespective of such assignment or delegation.

**Waiver:** Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

**Ownership of Contract Documents:** The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

**Fines and Penalties** The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered

on said date. 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.

**Use of Words and Phrases:** The following words and phrases, where used in this document, shall be given the following and respective interpretations. "Herein," "hereby," "hereunder," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and date first set forth above.

**CITY OF DAPHNE, a Municipal Corporation**

\_\_\_\_\_  
Bailey Yelding, Jr., Mayor

**ATTEST:**

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

**AGENCY NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Federal Tax ID#:** \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
By: \_\_\_\_\_

**ADDENDUM -**  
**MUNICIPAL AGENCY FUNDING CONTRACT**

**WHEREAS THE AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF DAPHNE**, a Municipal Corporation, of the State of Alabama (hereinafter sometimes referred to as "City" or "the City"), and USS Alabama Battleship Memorial Park, (hereinafter sometimes referred to as the "Agency") needs to be amended:

**WHEREAS**, Council has approved additional funds since the Daphne Dixie Boys have progressed from State to National competition for use for the benefit, either directly or indirectly, of the residents of the City; and,

**WHEREAS**, the Agency warrants that funding from the City will only be used to perform public services and/or acts which the City is otherwise authorized to perform or to fund itself.

**WHEREAS**, the Agency provides a valuable function to the City and its citizens by providing league play for the general public within the City. Such league play has brought the opportunity for the agency to represent the City in the state tournaments and act as goodwill ambassadors for the City.

**THEREFORE** it is mutually agreed by and between the City and the Agency as follows: The City shall allocate \$2,000 (Two Thousand Dollars) to USS Alabama Battleship Memorial Park according to all terms of the contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and date first set fort above.

**CITY OF DAPHNE, A Municipal Corporation**

\_\_\_\_\_  
Bailey Yelding, Jr., Mayor

**ATTEST:**

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

**AGENCY:**\_\_\_\_\_

**BY:**\_\_\_\_\_

**TITLE:**\_\_\_\_\_

**Federal Tax ID#:**\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

By:\_\_\_\_\_

**CITY OF DAPHNE  
ORDINANCE NO. 2012-06**

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**AN ORDINANCE TO ESTABLISH PROTOCOL FOR THE APPROPRIATION  
OF FUNDING FOR OUTSIDE AGENCIES**

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**WHEREAS**, the City Council of the City of Daphne, after due consideration believes that an established procedure and protocol as to the granting of City monies to outside agencies is necessary for the proper administration of the same; and,

**WHEREAS**, said procedure and protocol will enable the City to more easily stay within its yearly established budget; and,

**WHEREAS**, said revisions will benefit the health, safety, and welfare of its citizens;

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

**SECTION I: DEFINITIONS**

The following terms shall have the meaning ascribed to them herein unless the context clearly indicates otherwise:

*Agency.* An individual, organization, association or corporation whether for profit or nonprofit, that requests funding from the city for use on a regular or annual basis. Agency includes any entity whose funding from the city would be within the provisions of section 94 and/or Amendment 112 of the Alabama Constitution of 1901, and any public or quasi-public entities authorized by state law to receive municipal funding. The federal government, the State of Alabama or any agency thereof are excluded from the definition of agency.

*Audit.* A detailed written statement of all receipts and expenses of the agency for the immediately preceding fiscal year and an analysis thereof by a reputable, disinterested and certified public accountant or the office of the State of Alabama Examiners of Public Accounts conducted pursuant to generally accepted accounting principles. The audit shall include any management letter prepared by the certified public accountant that prepared the audit. A financial statement balance sheet or summary thereof will not substitute for an audit.

*Funding.* An appropriation in a municipal budget of city monies (or federal funds) for public purposes to benefit residents of the city for which the agency proposes to operate and the expenditures of those funds for those purposes to the agency. Funding

also includes the lending of credit, in kind services, the use of city employees or equipment and anything of value of the city.

**SECTION II: REQUEST FOR FUNDING**

(a) Generally. Any agency requesting funding from the City of Daphne for the next fiscal year of the city shall submit the same to the city finance director in writing. Such request shall be plainly designated as such and shall include all information pertinent to the agency and the purpose for which funding is requested. The request for funding shall occur well in advance of the commencement of the city's fiscal year and no later than a date established by the mayor. Such request shall be in a form and pursuant to funding request requirements of the mayor and the city finance department.

(b) Supporting documents. The agency shall submit with its funding request the following documents:

- (1) A financial report in the form of an audit, review or compilation.
- (2) An annual report (if agency was in operation or existence during the preceding fiscal year).
- (3) On one schedule:
  - a. The adopted budget of the agency for the prior fiscal year (if agency was in operation or existence during the preceding fiscal year).
  - b. The agency's current fiscal year final adopted budget.
  - c. The agency's preliminary budget for the next fiscal year (fiscal year to which funding request applies).
- (4) A statement that the agency requires an officer of the agency's board to co-sign all checks; provided, however, if the agency has submitted an audit to the city, it shall not be required to submit such a statement or engage in such practice.
- (5) Any additional information the city may determine is relevant to evaluate the funding request.
- (6) A written certification to the finance director that a copy of the agency's financial reports, annual report, and management letter are available for public viewing and where the same may be viewed.

**SECTION III: FINANCIAL REPORTS**

(a) Required. Each agency requesting funding from the city shall have conducted a financial report consisting either of an audit, review or compilation, depending upon the circumstances and as herein defined of the agency's respective finances. All such financial reports shall include a management letter which shall be delivered to the city upon completion, but no later than the agency's request to the city for funding for the next fiscal year.

(b) Financial reports.

(1) Audits. Agencies that are requesting for the next fiscal year and/or have received in the previous fiscal year more than twenty-five thousand dollars (\$25,000.00) from the city in annual funding shall have a formal audit of their respective finances for the preceding year conducted by an independent CPA and submit the same with its request. Such audit shall meet all criteria of generally accepted accounting principles and consist, at a minimum, of an extensive review of the agency's finances by a qualified accounting firm to assure that adequate controls are in place, testing various types of documentation and confirming balances (cash receivables, payables, etc.)

(2) Reviews. Agencies that are requesting for the next fiscal year and/or have received in the previous fiscal year less than or equal to twenty-five thousand dollars (\$25,000.00) but more than ten thousand dollars (\$10,000.00) from the city in annual funding shall have a review financial report of the agency's preceding-year financial statements conducted by an independent CPA and submit the same with its request to the city. Such review shall meet the criteria of generally accepted accounting principles and consist of various inquiries of the agency by the accounting firm, performance of certain analytical procedures and a representation letter from the agency.

(3) Compilation. Agencies that are requesting for the next fiscal year and/or received in the previous fiscal year less than or equal to ten thousand dollars (\$10,000.00) from the city in annual funding shall have a compilation of its finances for the preceding year conducted by an independent CPA and submit the same with its request. Such compilation shall meet the criteria of generally accepted accounting principles and provide adequate information concerning the agency's finances in a financial statement format.

(4) Exceptions.

- a. Provided, however, for agencies of which an audit is required, if the agency has not previously been funded by the city in the prior fiscal year and if the agency has not had an audit conducted, as otherwise required herein, then that agency shall submit one of the following in descending order:

1. The most recent year's audit.
  2. A review of the agency's most recent year's financial statement by an independent CPA.
  3. Compilation of the most recent year's financial statements.
- b. An audit, as herein defined, will not be required from any agency completely funded by the city through community development block grants (CDBG) or emergency shelter grants (ESG).
- c. Regardless of whether the agency has been funded in previous years by the city, should the finance director determine that, due to circumstances essentially beyond the agency's control, it would impose an undue hardship on the agency to provide any or all of the supporting documents otherwise required by this article, he/she may waive, defer, or modify such requirement and/or permit a substitute supporting document subject to terms he/she determines appropriate.
- (5) Notwithstanding anything in here to the contrary, during the course of consideration of an agency funding request, the agency may be required to provide additional information to the mayor, finance department or the city council.

**SECTION IV: ANNUAL REPORT**

- (a) Each agency requesting or receiving funding from the city shall submit in writing an annual report on the activities of the organization. Such a report shall be delivered to the city finance director and the mayor no later than the agency's request to the city for funding for the next fiscal year.
- (b) The annual report shall provide information demonstrating that the services provided by the agency within the corporate limits of the city, at least equal if not exceed the funding from the city for that year.
- (c) The annual report shall also relate the specific activities of the agency during the year to the purpose for which the agency was created and as represented in any city funding contract or request to the city.
- (d) The executive director of the agency shall also certify in writing to the city finance director that a copy of the said annual report is available for public viewing and where the public viewing may be held.

**SECTION V: REPORTS TO CITY APPOINTEES ON AGENCY BOARDS**

All reports, evaluations and audits herein required of any agency to be funded by the city shall also be provided by the agency to any person appointed by the city or the mayor to sit upon the governing board of the agency.

**SECTION VI: NONDISCRIMINATION**

Any agency receiving funding from the city as herein provided shall covenant and agree that in performing its responsibilities and obligations, that neither the agency nor its officers, agents or employees will on the grounds of race, color, sex, religion, national origin or handicap, discriminate or permit discrimination against any person or group of persons in any manner.

**SECTION VII: COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS**

Each agency receiving funding from the city shall execute an agency funding contract as prepared by the city legal department and shall agree to abide by all the terms and conditions thereof and to comply with all applicable laws, ordinances and regulations.

**SECTION VIII: TERMS OF FUNDING**

Each agency receiving funds from the city shall represent and warrant to the city that it is authorized by law to receive funding and that such funding will not be in violation of Article IV, Section 94 or Amendment 112 of the Constitution of Alabama or any other constitutional or statutory provision. Each agency shall also set forth specific statutory authority to receive funding from the city if such authority exists. Agency shall also warrant that funding from the city will only be used to perform acts which the city is otherwise authorized to perform itself or to fund.

**SECTION IX: BUDGET REQUIREMENTS**

Each agency receiving funding from the city shall adopt as a part of its annual operating procedure, a written budget which will indicate principal sources of anticipated revenue of the agency and stating sums appropriated for expenditure by the agency during the fiscal year. The agency's budget may be supported by other documents to further explain or delineate the purpose, nature and amount of appropriations made therein, but such other documents shall be attached thereto. The agency must adopt a balanced budget.

**SECTION X: POSITION OF CITY**

(a) Notwithstanding any provision of this ordinance or funding agreement, the city shall have no financial interest in the business of the agency and shall not be liable for any debts or obligations incurred by any agency, nor shall the city be deemed or construed to be a partner, joint adventurer or otherwise interested in the assets of the agency or profits earned or derived by agency, nor shall agency at any time or times choose the name or credit of the city in purchasing or attempting to purchase any equipment, supplies or other thing or things of value whatsoever. Neither the city nor its officers, agents or employees shall be liable for damages, claims, actions or causes of action brought against the agency or for the activities of the agency.

(b) The agency in performing its operations and obligations under any funding contract with the city shall not be deemed to be the agent of the city but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the city may from time to time request to indicate that it is an independent contractor. The city does not and will not assume any responsibility for the means by which or manner in which services by agency are performed, but on the contrary, agency shall be wholly responsible therefor.

**SECTION XI: WAIVER**

The City reserves the right to waive any requirement established by this Ordinance for any agency. The City's decision to waive any requirement shall be determined on a case by case basis and take into consideration factors including, but not limited to:

- a. The amount requested by an agency and said agency's ability to comply with the requirements of this Ordinance.
- b. Exigent circumstances eliminating the ability of the agency to comply with the requirements of this Ordinance.

**SECTION XII: SEVERABILITY**

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

**SECTION XIII: EFFECTIVE DATE**

This Ordinance shall take effect and be in force from and after the date of its approval by the City Council of the City of Daphne and publication as required by law.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

\_\_\_\_\_  
**CATHY BARNETTE,  
CITY COUNCIL PRESIDENT**

\_\_\_\_\_  
**BAILEY YELDING, Jr.  
MAYOR**

**ATTEST:**

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

# CITY OF DAPHNE

## ORDINANCE NO. 2012-07

### AN ORDINANCE TO AMEND ORDINANCE 2008-16 / SALARY OF THE CITY COUNCIL MEMBERS

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, TO AMEND ORDINANCE 2008-16 TO READ AS FOLLOWS:**

#### **SECTION ONE:**

That the salary of the City Council President of the City of Daphne, commencing November 5, 2012, shall be and the same is hereby fixed at Six Hundred Sixty-Six Dollars and Sixty-Seven Cents(\$666.67) semi-monthly.

#### **SECTION TWO:**

That the salary of the City Council Vice President of the City of Daphne, commencing November 5, 2012, shall be and the same in hereby fixed at Five Hundred Fifty Dollars (\$550.00) semi-monthly.

#### **SECTION THREE:**

That the salary of the City Council Members of the City of Daphne, commencing November 5, 2012, shall be and the same is hereby fixed at Five Hundred Dollars (\$500.00) semi-monthly.

#### **SECTION FOUR:**

That the City Council Members shall be entitled to a cell phone, to participate in the city's health insurance plan at the same rate as employee cost, and to receive an annual increase in salary based on the Annual Cost of Living Adjustment for Social Security, if any.

#### **SECTION FIVE:**

That an Ordinance setting forth the salary of the City Council Members is hereby repealed to the extent that the provisions of such Ordinance conflict with the provisions hereof.

#### **SECTION SIX:**

That this Ordinance shall become effective upon adoption and publication as required by law, and shall continue in force and effect until repealed by action of the Council.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,  
ALABAMA** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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**Cathy S. Barnette,  
Council President**

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**Bailey Yelding, Jr.,  
Mayor**

**ATTEST:**

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

# CITY OF DAPHNE

## ORDINANCE NO. 2012-08

### AN ORDINANCE TO AMEND ORDINANCE 2008-16 / SALARY OF THE CITY COUNCIL MEMBERS

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, TO AMEND ORDINANCE 2008-16 TO READ AS FOLLOWS:**

**SECTION ONE:**

That the salary of the City Council President of the City of Daphne, commencing November 5, 2012, shall be and the same is hereby fixed at Six Hundred Sixty-Six Dollars and Sixty-Seven Cents(\$666.67) semi-monthly.

**SECTION TWO:**

That the salary of the City Council Vice President of the City of Daphne, commencing November 5, 2012, shall be and the same in hereby fixed at Five Hundred Fifty Dollars (\$550.00) semi-monthly.

**SECTION THREE:**

That the salary of the City Council Members of the City of Daphne, commencing November 5, 2012, shall be and the same is hereby fixed at Five Hundred Dollars (\$500.00) semi-monthly.

**SECTION FOUR:**

That the City Council Members shall be entitled to a cell phone, and to participate in the city's health insurance plan at the same rate as employee cost.

**SECTION FIVE:**

That an Ordinance setting forth the salary of the City Council Members is hereby repealed to the extent that the provisions of such Ordinance conflict with the provisions hereof.

**SECTION SIX:**

That this Ordinance shall become effective upon adoption and publication as required by law, and shall continue in force and effect until repealed by action of the Council.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,  
ALABAMA** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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**Cathy S. Barnette,  
Council President**

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**Bailey Yelding, Jr.,  
Mayor**

**ATTEST:**

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

# CITY OF DAPHNE

## ORDINANCE NO. 2012-09

### AN ORDINANCE TO AMEND ORDINANCE 2008-16 / SALARY OF THE CITY COUNCIL MEMBERS

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, TO AMEND ORDINANCE 2008-16 TO READ AS FOLLOWS:**

**SECTION ONE:**

That the salary of the City Council President of the City of Daphne, commencing November 5, 2012, shall be and the same is hereby fixed at Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666.67) semi-monthly.

**SECTION TWO:**

That the salary of the City Council Vice President of the City of Daphne, commencing November 5, 2012, shall be and the same is hereby fixed at Five Hundred Fifty Dollars (\$550.00) semi-monthly.

**SECTION THREE:**

That the salary of the City Council Members of the City of Daphne, commencing November 5, 2012, shall be and the same is hereby fixed at Five Hundred Dollars (\$500.00) semi-monthly.

**SECTION FOUR:**

That the City Council Members shall be entitled to a cell phone, and to receive an annual increase in salary based on the Annual Cost of Living Adjustment for Social Security, if any.

**SECTION FIVE:**

That an Ordinance setting forth the salary of the City Council Members is hereby repealed to the extent that the provisions of such Ordinance conflict with the provisions hereof.

**SECTION SIX:**

That this Ordinance shall become effective upon adoption and publication as required by law, and shall continue in force and effect until repealed by action of the Council.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,  
ALABAMA** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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**Cathy S. Barnette,  
Council President**

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**Bailey Yelding, Jr.,  
Mayor**

**ATTEST:**

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

# CITY OF DAPHNE

## ORDINANCE NO. 2012-10

### AN ORDINANCE AMENDING ORDINANCE 2008-17 / THE SALARY OF THE MAYOR

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,  
ALABAMA, TO AMEND ORDINANCE 2008-17 TO READ AS FOLLOWS:**

#### **SECTION ONE:**

That the salary of the Mayor of the City of Daphne, commencing November 5, 2012, shall be and the same is hereby fixed at Seventy-Five Thousand Dollars (\$75,000.00) annually, to be paid in twenty-four (24) equal installments on the first and second payroll of each month.

#### **SECTION TWO:**

That as additional compensation, the Mayor shall be entitled to reimbursement for use of his/her personal vehicle at the rate of reimbursement according to the current Internal Revenue rate.

#### **SECTION THREE:**

That the Mayor shall be entitled to all health care benefits, which may be provided for full-time employees of the City of Daphne, and to a cell phone.

#### **SECTION FOUR:**

That any Ordinance setting forth the salary of the Mayor is hereby repealed to the extent that the provisions of such Ordinance conflict with the provisions hereof.

#### **SECTION FIVE:**

That this Ordinance shall become effective upon adoption and publication as required by law, and shall continue in force and effect until repealed by action of the Council.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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**Cathy S. Barnette,  
Council President**

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**Bailey Yelding, Jr.,  
Mayor**

**ATTEST:**

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