

**CITY COUNCIL BUSINESS MEETING AGENDA
BUSINESS MEETING
1705 MAIN STREET, DAPHNE, AL
FEBRUARY 20, 2012
6:30 P.M.**

1. CALL TO ORDER

2. ROLL CALL/INVOCATION / PLEDGE OF ALLEGIANCE

- 3. APPROVE MINUTES:** Council meeting minutes / February 6, 1012
Council Work Session minutes / February 13, 2012

4. REPORT STANDING COMMITTEES:

A. FINANCE COMMITTEE / Boulware

Review minutes / February 13th

1.) Ordinances:

- b.) Appropriate Funds: Other Personnel Cost: Building Maintenance / **Ordinance 2012-12**
- c.) Appropriation of Funds: Additional Audit / CPA Services / **Ordinance 2012-13**
- d.) Appropriation of Funds: Bonding: Deputy Finance Director / **Ordinance 2012-14**
- e.) Appropriate of Funds: BARC (*Baldwin County Humane Society*) contribution / **Ordinance 2012-15**
- f.) Appropriate Funds: U.S. 98 & Whispering Pines Road Intersection Improvements (*Turn Lanes & Signalization*) / **Ordinance 2012-16**

2.) Resolutions:

- a.) Bid Award: Oil & Lube / Martin Energy / **Resolution 2012-07**
- b.) Bid Award: U.S. 98& Whispering Pines Road Intersection Improvements (*Turn Lanes & Signalization*)
John G. Walton Construction Company / **Resolution 2012-08**
- c.) Bid Award: Disaster Debris Removal / Gulf Equipment Corp (d/b/a Crowder Gulf) / **Resolution 2012-09**
- d.) Declare Certain Property Surplus / 2150 John Deere Tractor / (2) Wayne Gas Pumps / **Resolution 2012-10**

3.) Motions:

- a.) To renew Annual Property Liability Insurance Policy with Robertson Insurance Agency, Inc., and lock in the rates for three (3) years in order to receive a discount.

4.) Financial Reports:

- Treasurers Report / January 2012
- Sales & Use Tax Collection / December 2011
- Lodging Tax Collections / December 2011

B. BUILDINGS & PROPERTY COMMITTEE - Lake

C. PUBLIC SAFETY COMMITTEE – Boulware

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Reese

E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY - Conaway

Review minutes / January 17th

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Jones

B. Downtown Redevelopment Authority – Barnette

C. Industrial Development Board – Conaway

D. Library Board – Lake

E. Planning Commission – Barnette

F. Recreation Board – Reese

G. Utility Board - Scott

6. REPORTS OF OFFICERS:

A. Mayor’s Report

- a.) Parade Permit /Lupus Foundation / Fund Raiser / March 17, 2012

B. City Attorney’s Report

C. Department Head Comments

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS & ORDINANCES:

- a.) Appoint Enoch Toler to the Board of Directors of the Special Care Facilities Financing Authority of the City of Daphne/Resolution 2012-06
- b.) Bid Award / Oil & Lube...../Resolution 2012-07
- c.) Bid Award / US 98 & Whispering Pines Intersection Improvements / (Turn Lanes & Signalization)...../Resolution 2012-08
- d.) Bid Award / Disaster Debris Removal & Disposal Services...../Resolution 2012-09
- h.) Declare Certain Property Surplus & Authorize Disposal...../Resolution 2012-10
- i.) Safe Route to Schools Grant...../Resolution 2012-11
- j.) Authorize the Mayor to Execute A Warrant Purchase Agreement Between the City & Gardnyr Michael Capital with Respect the Series 2012 Warrants...../Resolution 2012-12
- k.) AL Coastal Area Management Program 306A Public Access Grant...../Resolution 2012-13
- l.) AL Coastal Planning Projects Grant...../Resolution 2012-14

ORDINANCES:

2ND READ

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

1ST READ

- g.) Consenting to the Lease of Certain Property by the Utilities Board of the City of Daphne. / Ordinance 2012-11**
- h.) Other Personnel Cost: Building Maintenance. /Ordinance 2012-12**
- k.) Appropriation of Funds: Additional Audit/CPA Services. /Ordinance 2012-13**
- l.) Appropriation of Funds: Bonding / Deputy Finance Director. /Ordinance 2012-14**
- m.) Appropriation of Funds: Community Contribution BARC / (Baldwin County Humane Society). /Ordinance 2012-15**
- n.) Appropriation of Funds: US 98 & Whispering Pines Road Intersection Improvements (Turn Lanes & Signalization). /Ordinance 2012-16**
- o.) Mandatory Sewer Hookup within the City of Daphne. /Ordinance 2012-17**

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

**FEBRUARY 6, 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 Councilman Lake.

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

Also present: Mayor Yelding; 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; Richard Merchant, Building Official; David McKelroy, Recreation Director; Vickie Hinman, Human Resources Director; Ashley Campbell, Environmental Programs Manager; Officer Houston Sanders, Police Department; Scott Hutchinson, City Engineer; Willie Robison, BZA; Dorothy Morrison, Beautification Committee; Selena Vaughn, Beautification Committee; Bob Segalla, Utility Board;

Absent: Kim Briley, Finance Director.

3. APPROVE MINUTES

**MOTION BY Councilman Boulware to adopt the January 17, 2012 Council meeting minutes.
*Seconded by Councilwoman Conaway.***

AYE Conaway, Lake, Reese, Barnette

ABSTAIN Scott, Boulware, Palumbo

NAY NONE OPPOSED

MOTION CARRIED

PROCLAMATION: Arbor Day / February 25, 2012

Councilwoman Conaway read and presented the proclamation to Mrs. Dorothy Morrison, chairman of the Beautification Committee.

Mrs. Morrison invited everyone to the tree giveaway at the Civic Center Complex on February 25th from 8:00 a.m. to 12:00 p.m.

PRESENTATION: Adam McDonald / Eagle Scout Project

Mr. McDonald presented the council his proposed project to build benches for Village Point Park Preserve and for the beach.

MOTION BY Councilman Lake to approve Mr. McDonald’s moving forward with the Eagle Scout bench project for Village Point Park Preserve. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

PRESENTATION: Drew Williams / Update on Completed Eagle Scout Project

Mr. Williams thanked the council for allowing him to do his project. He cleared out 30 feet by the Daphne Museum on Dryer Avenue. He only had to schedule two (2) work days, totaling 152 hours of service work, and that is around 15 people including Councilman Boulware. He said that those hours taught him a lot about hard work, and really what they can accomplish as a team which scouting is all about. He handed out pictures to the council.

PRESENTATION: Dr. Barry Booth / Update on the Honor Flight Program

Dr. Booth thanked council for their support of the program. They are entering their last year for the program. Honor Flight has had six (6) very successful flights. The seventh flight will be May 9th. To date the City of Daphne has helped fly 562 veterans to Washington, and 41 of those are from the City of Daphne. He thanked council for the support the city has given both emotionally and financially. He urged each one to be at the airport to welcome those heroes home on the evening of May 9th. The last flight will probably take place on September 19th, and he still gets periodic applications from veterans to go, and the last one he received this morning was from Alex Trione. One other item he wanted to update council that the Alabama State Veterans Cemetery in Spanish Fort has been very successful, and is progressing. He thanked council for their support. He thanked council for considering a contribution to the Alabama Memorial Battleship Park.

MOTION BY Councilman Palumbo to suspend the rules to consider a motion to authorize the contribution of the remainder of Councilman Boulware and Councilman Scott’s travel budget to the Honor Flight Program. *Seconded by Councilman Reese.*

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 Palumbo to authorize the contribution of the remainder of Councilman Boulware and Councilman Scott’s travel budget to the Honor Flight Program. *Seconded by Councilman Reese.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE – Boulware

No report. The next meeting will be February 13th at 4:00 p.m.

Councilman Palumbo reported on an emergency concern which is the animal cruelty case in Summerdale saying that BARC is overwhelmed with taking care of these animals. There were 109 animals that survived the neglect and abuse, and they are distributed among several vets. Some are in foster homes until they can be adopted out. He said this is very expensive, and asked council to consider a motion to contribute \$2,500 to BARC.

MOTION BY Councilman Palumbo to suspend the rules to consider a motion to contribute \$2,500 to BARC to address their emergency with the care of the animals that were abused. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Scott to contribute \$2,500 to BARC to address their emergency with the care of the animals that were abused. *Seconded by Councilwoman Conaway.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

B. BUILDINGS AND PROPERTY COMMITTEE – Lake

No report. There was not a meeting in February.

C. PUBLIC SAFETY COMMITTEE – Boulware

The minutes for the January 11th meeting are in the packet.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Boulware

The minutes for the January 11th meeting are in the packet.

E. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Conaway

A chart of notice of action taken at the last Public Works meeting is in the packet as well as the January 6th Beautification minutes.

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5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Adrienne Jones

No report.

B. Downtown Redevelopment Authority – Barnette

The minutes for the January 23rd meeting are in the packet. The next meeting will be February 27th.

C. Industrial Development Board – Conaway

The minutes for the January 23rd meeting are in the packet. There will be a special called meeting February 7th at 6:00 p.m. to discuss a call center that wants to locate in Daphne.

D. Library Board – Lake

The November 3, 2011, December 1, 2011 and January 6, 2012 minutes are in the packet. Councilman Lake reported the stats that were in the November minutes.

E. Planning Commission – Barnette

The minutes for the December 15th meeting are in the packet.

MOTION BY Councilwoman Conaway to set a Public Hearing date for March 5, 2012 to consider revisions to the Zoning map and annexation of Woodrow Lane Right-of-Way. *Seconded by Councilman Boulware.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Council President Barnette stated that the Site Review meeting will be February 15th, and the regular Planning Commission meeting will be February 23rd.

F. Recreation Board - Reese

No report.

G. Utility Board – Scott

The January 4th minutes are in the packet which was the meeting for December 2011.

6. REPORTS OF THE OFFICERS:

A. Mayor's Report

- a.) Parade Permit / S.E.E.D.S. 8th 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

MOTION BY Councilman Palumbo to approve the Parade Permits for S.E.E.D.S. 8th Annual Classic Rock 5K & 1 Mile Fun Run / March 3, 2012 / Prodissee Pantry / Annual 5K & 1 Mile Fun Run / October 27, 2012 / Arthritis Foundation Jingle Bell Run / 5K & 1 Mile / December 1, 2012. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

d.) ABC License / Champys Famous Fried Chicken / 020 Restaurant Retail Liquor

MOTION BY Councilman Palumbo to approve the ABC License for Champys Famous Fried Chicken / 020 Restaurant Retail Liquor. *Seconded by Councilman Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

e.) **MOTION:** Authorize the Mayor to enter into an agreement with Synergy, LLC / Energy Plan

MOTION BY Councilman Palumbo to authorize the Mayor to enter into an agreement with Synergy, LLC / Energy Plan. *Seconded by Councilman Boulware.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

B. City Attorney Report

No report.

C. Department Head Comments:

David McKelroy – Recreation Director – reported that spring registration continues for girl’s softball, Dixie Youth Baseball and for the first time Spring soccer. On February 17th and 18th they will host the Southern Shootout Soccer Tournament at Trione Sports Complex with 48 teams, 30 from outside the area with 57 matches.

James White – Fire Chief - reported that they hosted the first Fire College at the facility on Stanton Road, and extended an invitation to come out and look at the facility.

Richard Johnson – Public Works Director - reported that the Apollo’s Mystic Ladies will roll on Friday, February 10th at 6:45 p.m., the Mystic Order of Persephone will roll on Friday, February 17th at 6:45 p.m. and the Shadow Barons rolls Saturday, February 18th at 6:45 p.m. He mentioned important reminders that Whispering Pines and Main Street (Santa Rosa to Whispering Pines) will shut down around 4:30 p.m. for parade lineup. The parade route will be closed in stages starting around 5:30 p.m. Sunday the 19th is the Loyal Order of the Fire Truck parade rolling at 1:59 p.m. through Olde Towne Daphne. Main Street will experience rolling closures when the parade is on Main Street.

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Citizens need to plan their evening and weekend commutes accordingly, because there will be traffic delays. The Arbor Day tree giveaway will be Saturday, February 25th at 9:00 a.m. until the trees are gone at the Civic Center Concourse.

Margaret Thigpen – Civic Center Director – reported that the Civic Center is getting ready for Mardi Gras, and citizens can view all events on the Civic Center website.

Christine Ciancetta – Deputy Finance Director – reported that she is working on the RFP for the Warrant refinancing, she has had several meetings with the auditors, and has had meetings with banks for use of credit cards, and she has a scheduled meeting with Robbie Robertson regarding insurance renewal.

Tonja Young – Library Director – reported that the new website was up and running, and she mentioned the future speakers that will be at the Library.

Vickie Hinman – Human Resources Director – reported that there will be a blood drive at city hall on February 14th.

Adrienne Jones – Planning Director – reported that they are working on the Low Impact Development Ordinance. Mr. Trey Jinright, with Jade Consulting, and Chad Watkins spoke regarding the ordinance. Mrs. Jones also reported that Fresh Market is coming to the Jubilee Square Shopping Center.

Mayor Yelding stated that it would be worthwhile to see a power point on the Low Impact Development Ordinance at the work session in March.

David Cohen – City Clerk - reported that he wants to apply for two (2) grants 1) Coastal Area 306A Public Access grant and 2) Coastal Planning Projects grant which are \$50,000 each, and the deadline to apply is March 1st. He is working on the Safe Routes to School Sidewalk grant now. He will be discussing it with Richard Johnson tomorrow.

Council President Barnette asked Mr. Cohen to put the information together for the work session along with what has been applied for in the past and send it to council.

7. PUBLIC PARTICIPATION

Captain Max Haynes – 110 Dewitt Circle – spoke regarding a lot of burglaries on Stanton Road.

Mr. Willie Robison – 560 Stuart Street – spoke regarding the loss of Steve Green a Mobile police officer killed in the line of duty.

Mr. Bob Segalla – 8100 Palmetto Court – spoke in opposition to the proposed COLA raise for the new council saying that is was wrong minded.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS:

- 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**

Councilman Palumbo asked that Resolution 2012-04 be read.

Councilman Scott read Resolution 2012-04 for the record.

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.

MOTION BY Councilman Palumbo to adopt Resolution 2012-04. *Seconded by Councilman Scott.*

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

MOTION BY Councilman Palumbo to waive the reading of Resolution 2012-05. *Seconded by Councilman Scott.*

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

MOTION BY Councilman Lake to adopt Resolution 2012-05. *Seconded by Councilman Scott.*

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

ORDINANCES:

2ND 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

1ST 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

MOTION BY Councilman Scott to waive the reading of Ordinances 2012-02, 2012-04 and 2012-05. *Seconded by Councilman Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Scott to adopt Ordinance 2012-02. *Seconded by Councilman Derek.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Scott to adopt Ordinance 2012-04. *Seconded by Councilwoman Conaway.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Lake to adopt Ordinance 2012-05. *Seconded by Councilman Boulware.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Ordinances 2012-01, 2012-06, 2012-07, 2012-08, 2012-09 AND 2012-10 were made 1st Read.

Council President Barnette requested Ordinances 2012-07, 2012-08, 2012-09 and 2012-10 be put on the work session agenda.

8. COUNCIL COMMENTS

Mayor Yelding commended Mr. Palumbo's idea for BARC. He is glad that he came to council with this, and that council supported his idea. He is glad that Daphne has taken the lead in this situation.

Councilman Lake thanked council for their support of the USS Alabama. The contribution will go toward a training center to start an educational program.

Councilman Scott said that the council and mayor change of pay will be discussed at the work session because of the deadline. He is not in favor of an increase for council, but he is in favor of the decrease in the mayor's salary.

Councilman Boulware said that vets are worthy of respect, and the Honor Flight is something that they should do. He thinks that this is a wise use of taxpayer's money. He thanked council for their support.

**FEBRUARY 6, 2012
REGULAR CITY COUNCIL MEETING
1705 MAIN STREET
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6:30 P.M.**

Council President Barnette thanked Mr. Palumbo for his leadership in the BARC campaign, and that he has been a leader in animal causes. She hopes other cities will follow suit. She echoed Mr. Robison's comments on the death of the Mobile police officer. She encouraged citizens to come out for the Mardi Gras parades, and to keep safe.

9. ADJOURN

MOTION BY Councilman Lake to adjourn. *Seconded by Councilman Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

There being no further business to discuss the meeting adjourned at 7:54 p.m.

Respectfully submitted by,

David L. Cohen,
City Clerk, MMC

Certification by Presiding Officer:

Cathy S. Barnette,
Council President

FEBRUARY 13, 2012
CITY COUNCIL WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

1

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

ABSENT: August Palumbo.

Also present: David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Christine Ciancetta, Deputy Finance Director; Vickie Hinman, Human Resources Director; Erick Bussey, Attorney.

Absent: Mayor Yelding.

Council President Barnette called the meeting to order at 6:35 p.m.

1. INSURANCE RENEWAL INFORMATION / ROBBIE ROBERTSON

Mr. Robbie Robertson explained that the city is insured for three year periods, and the city is in the third year. The city receives a \$3,000 discount, but if the city chooses to opt out they will lose the discount, and he does not recommend opting out.

Council asked questions of Mr. Robertson and Ms. Ciancetta.

Council President Barnette stated that they started this process because the current carrier is denying too many cases, and the council wanted to see what other coverage was out there.

Mr. Robertson said since this has come out he is working with Mr. Ross to resolve the issue. He has spoken with his underwriter about this issue, and she is going to speak with her supervisor in order to come to a resolution of the problem.

2. REFINANCING WARRANTS RESOLUTION

Ms. Ciancetta reported on the process she used to establish the RFP. She mentioned that Mr. Hunt did not have any input in the process, and that Mr. Hunt was treated as any other company submitting a response to the RFP. She received responses from three (3) companies two (2) banks and Gardnyr Michael. Ms. Ciancetta related each company's proposal. (*Chart spread out upon these minutes*).

Council President Barnette stated that she, the Mayor and Mr. Ross met with the financial advisor for Mobile County, and he agreed to review the RFP and the responses. He e-mailed a summary, and suggested a more detailed analysis. She asked Mr. Ross and Ms. Ciancetta to check with Mr. Dotts to see if he will assist the city further so that they can have a third party to review the figures that Ms. Ciancetta presented in order to give council confidence that they are going in the right direction.

Mr. Ross said he will try to get with Mr. Dotts this week so that it can be on the agenda next Monday.

3. MANDATORY SEWER CONNECTION ORDINANCE

Council President Barnette wanted to make sure council wanted to do away with waivers, because there are truly people that cannot afford to hook up to the sewer lines. She thinks there should be a hardship clause in the ordinance.

Councilman Reese said this ordinance settles who does the waiving by taking it out of the ordinance completely.

Mr. Cohen stated the ordinance has to do with potential annexations of future homes outside the City of Daphne. Some of the language brought up in the committee meeting was in regard to public utilities and private utilities. Right now Baldwin Sewer has several lines in the first and second phases of Canterbury that if they adopted this ordinance it would require that they hookup to a private sewer company, and he suggested that the verbiage be strictly for public utilities.

Mr. Ross stated that he is not sure they can do that, and if that is the position the council wants to take he will do some research to see if it is legal. If sewer is available with public or private and it meets the public health standards he thinks that is where you have to go. Before council goes that way he wants to be sure that it is right so that they do not get into something that they did not bargain for.

Council President Barnette asked Mr. Ross to check Mr. Cohen's statement.

Consensus of council was to have the ordinance on next Monday's council meeting agenda.

4. ALABAMA COASTAL AREA MANAGEMENT PROGRAM 306A PUBLIC ACCESS GRANT & COASTAL PLANNING PROJECTS / DAVID COHEN

It is Mr. Cohen's recommendation that the city apply for the Coastal Access grant to do the bridge from Gator Alley to the Hampton Inn, and be able to cross and connect the Gator Alley trail to the hotels and restaurants on the other side of US Highway 98. All permits have been acquired except for the US Fish and Wildlife which they are in the process of getting. The project is about \$140,000 to \$150,000, and the grant would only pay for \$50,000, but this project would qualify for use of lodging tax funds.

Mr. Johnson said he did not think the cost would be that high. They are waiting for Fish and Wildlife to give their ok before they can go out for bid.

Mr. Cohen said that the cost would be more like \$70,000.

Consensus of council was to put it on the agenda for approval at next Monday's council meeting.

Mr. Cohen said that he will prepare a resolution for approval.

Mr. Cohen stated that the Coastal Planning grant could be used for the proposed amphitheater behind the Thomas Hospital building that the Village Point Foundation has been working on for some time. Mr. Cohen said he believes this grant is for \$50,000 also.

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CITY COUNCIL WORK SESSION
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Consensus of council was to put this on the agenda for approval for next Monday's council meeting.

Mr. Cohen said that he would prepare another resolution for this project.

Mr. Cohen also mentioned that he would like to put the Safe Routes to Schools grant on the agenda, and do them all at the same time. The sidewalk would be on the west side of the road from the Middle School going north taking in French Settlement, Sehoj and terminate at Tiawasse with a crosswalk over to Sehoj.

Mr. Cohen stated that he will prepare the three (3) resolutions for the agenda next Monday.

5. COUNCIL & MAYOR SALARY ORDINANCES

Mrs. Hinman stated that council is considered part-time, and if council receives insurance benefits then they would have to cover all part-time employees. It is all or nothing.

Councilman Scott stated that he is not in favor of the increases for the council. They received raises four (4) years ago, and he feels that is sufficient since they are public officials. He is fine with reducing the Mayor's car allowance and reimbursing him for mileage or he could use the city car for traveling.

Mr. Lyles, the city's Blue Cross/Blue Shield representative, stated that there are two (2) requirements to be covered 1) must be a W-2 employee and 2) work at least 32 hours. He said it used to be 30 hours, but somewhere down the line it was changed to 32 hours.

Council asked questions of Mr. Lyles.

Councilman Lake wanted to know where it says that council is considered part-time.

Council President Barnette asked Mrs. Hinman and Mr. Ross to find out the answer to Mr. Lakes question.

6. DISCUSS WHATEVER ELSE IS DEEMED NECESSARY

Council did not have any other items to discuss.

7. ADJOURN

There being no further business to discuss the meeting adjourned at 8:19 p.m.

Respectfully submitted by,

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

Certification of Presiding Officer:

**Cathy S. Barnette,
Council President**

2012 RFP Comparison

	<u>Regions Bank</u>	<u>BBVA Compass</u>	<u>BBVA Compass Including Deposit Penalty</u>	<u>Gardnvr Michael Capital</u>	<u>Current 2002 & 2006 GOB.</u>
Option #1 - Refunding Only:					
Rate	4.75%	3.49%	3.99%	3.20%	7.50%
Total Debt Service excluding Provisions	\$ 17,633,323	\$ 15,813,930	\$ 16,535,911	\$ 15,489,213	\$ 22,163,496
Portion of Total Debt Service related to the Deposit Penalty			\$ 721,981		
Savings Generated (Compared to Current 2002 & 2006 GOB)	\$ 4,530,173	\$ 6,349,566	\$ 5,627,585	\$ 6,674,283	
<i>Excludes Optional Call Savings</i>					
Option #2 - Refunding & New Money:					
Rate	4.75%	3.49%	3.99%	3.22%	n/a
Total Debt Service excluding Provisions	\$ 22,699,793	\$ 20,341,526	\$ 21,277,346	\$ 19,997,852	
Portion of Total Debt Service related to the Deposit Penalty			\$ 935,820		
Conditions/Penalties (Options #1 & #2):					
Amortization	10 year balloon	24 years	24 years	24 years	24 years
Optional Call	10 years lockout	10 years lockout	10 years lockout	8 years lockout	
Option 2 - Interest Savings (8 Year Call vs. 10 Year Call)		\$ 655,270	\$ 749,149		
Option 1 - Interest Savings (8 Year Call vs. 10 Year Call)		\$ 843,006	\$ 963,781		
Tax Risk	Not detailed	City assumes tax risk; rate increase	City assumes tax risk; rate increase	No tax risk to city	
Banking Relationship	City must move all primary bank accts. for 24 years	City must maintain cash deposits of \$5mm for 24 years. .5% penalty otherwise.	City must maintain cash deposits of \$5mm for 24 years. .5% penalty otherwise.	N/A	
Rating	City in default if rating drops below A+	N/A	N/A	N/A	
Tender (Buy Back) Option	n/a	n/a	n/a	Yes	

**CITY COUNCIL MEETING
STANDING COMMITTEE RECOMMENDATIONS:**

FINANCE COMMITTEE REPORT

BUILDINGS & PROPERTY COMMITTEE REPORT

PLANNING/ZONING/CODE ENFORCEMENT COMMITTEE REPORT

PUBLIC SAFETY/ORDINANCE COMMITTEE REPORT

PUBLIC WORKS/BEAUTIFICATION/MUSEUM COMMITTEE REPORT

CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
February 13, 2012
4:00 P.M.

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:02 pm. Present were Chairman Derek Boulware, Councilwoman Tommie Conaway, Deputy Finance Director Christine Ciancetta, Senior Accountant Suz anne Henson, and Accountant Donna Page.

Councilman Ron Scott arrived at 4:27 pm. Finance Director Kim Briley was absent.

Also in attendance were Mayor Bailey Yelding, Human Resources Director Vickie Hinman, Public Works Director Richard Johnson, Civic Center Director Margaret Thigpen, Police Captain Danny Bell, Recreation Director David McKelroy, Library Director Tonja Young, Revenue Officer Heather Gywnn, Building Maintenance Supervisor Frank Barnett, and Human Resources Payroll/Benefits Coordinator Sherree Hilburn.

II. PUBLIC PARTICIPATION

Mr. Robbie Robertson with Robertson Insurance Agency presented comparisons from seven insurance companies for the City's insurance coverage. The renewal recommendations are as follows:

EMC – Property -	\$143,564
EMC – Automobile -	\$126,634
EMC – Equipment -	\$25,670
EMC – Boardwalks -	\$11,795
AMIC – Liability -	\$136,106 annually for a three year policy

Mr. Robertson noted that the pricing for the liability coverage includes a \$3,000 per year discount if the policy is renewed for three years. Mr. Boulware expressed concern that punitive damages are not covered under AMIC's policy, but Mr. Robertson stated that punitive damages are covered. He noted this is a misunderstanding that he has discussed with the City attorney.

Mr. Robertson discussed that some of the companies such as CRC actually consist of several companies, but declined to quote because they could not compete with the limits requested. Other companies would not quote due to the City's location.

Mr. Boulware noted that the City's insurance renewal is on the agenda for the work session following this Committee meeting and will be discussed in more detail with the full Council then.

III. HUMAN RESOURCES BUSINESS

Update on Human Resources Department Activity

Ms. Vickie Hinman presented the Human Resources activity update. Replacement positions filled in January include Police Officer (2), Public Service Worker (2), Fire Medic, Revenue Acct. Tech, and PT Firefighter. Oral Interviews are scheduled for Corporal/Warrant Police Officer.

The Safety Committee reported that the Solid Waste department is getting back supports for all employees. Public Works employees received sprains/strains training last month and this month the employees in Street department will receive training on flagging/trenching. The Grounds crew will receive certification in landscape professional, which includes safety with chemicals. The next Safety Committee meeting will be February 29, 2012, at 10:00 a.m.

Ms. Hinman reported on the following HR department projects:
Finalizing Salary Survey with Archer Company 21

Auditing Personnel Files
W-2's Completed and Mailed
Processing 7 New Employees

Mr. Will Liles with Blue Cross Blue Shield discussed the City's current contract with them which is an underwritten policy where the City pays a set fee and BCBS pays the claims. The City currently has between \$700,000 and \$800,000 in reserves with BCBS, which has been the main factor in there being no rate increase for the last four years.

Mr. Liles noted that if the City goes to a self-funded policy, they would lose the reserve balance. The City would then be liable for its claims directly, thereby possibly creating savings for the City or costing the City more, depending on total amounts of claims.

Mr. Liles stated that as long as the City has an underwritten policy, only employees that work a minimum of 30 hours per week are eligible for coverage. Discussion continued that the City has established in the handbook that 32 hours per week or greater is what is required to be considered fulltime. The only option for the City to offer coverage to employees working less than 32 hours would be to go to a self-funded policy. This would then open coverage up to all employees who receive W-2s, no matter their total hours.

IV. CURRENT BUSINESS

A. Financial Reports

1. Treasurer's Report: January 31, 2012

The Treasurer's Report totaling \$20,925,561.84 was presented. Ms. Henson noted that the Capital Reserve balance has decreased significantly due to ongoing road projects. Ms. Henson asked Mr. Richard Johnson to get with her on the outstanding road projects to assist in monitoring the available balance from this fund.

Motion by Ms. Conaway to accept the Treasurer's Report as of January 31, 2012, in the amount of \$20,925,561.84. Seconded by Mr. Boulware. Motion carried.

2. Sales and Use Taxes: December 31, 2011

Ms. Henson reviewed the Sales Tax reports:

Sales and Use Tax Collected for December 2011	-	\$1,168,627
Sales and Use Tax Budgeted for December 2011	-	<u>\$1,144,856</u>
Over Budget (for December)	-	\$ 23,771

YTD Budget Collections Variance – Over Budget - \$79,402

3. Lodging Tax Collections, December 2011

The Lodging Tax Collections report shows \$42,279 collected for December, 2011

4. Report: New Business Licenses – January 2012

The list of new businesses, and businesses closed, in January was presented.

5. Bills Paid Reports – January 2012

The January Bills Paid Report for FY 2011 was included in Packet #2 and the January Bills Paid Report for FY 2012 was included in Packet #2-A.

B. Appropriation Request

General Fund -

- Other Personnel Cost: Building Maintenance - \$43,791 (update budget-costs inadvertently omitted)

Ms. Henson noted that "Other Personnel" costs for Building Maintenance were inadvertently left out of the FY 12 budget. Ms. Henson noted that these cost were submitted at the department level but not rolled/entered to the next level. These are annual costs for each department consisting of medical/dental insurance, disability and life insurance, SUI, and worker's compensation.

Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$43,791 for FY 12 "Other Personnel" costs (medical/dental insurance, disability and life insurance, SUI, and worker's compensation) for Building Maintenance. Seconded by Ms. Conaway. Motion carried.

- Additional Audit/CPA Services - \$4,000

It was discussed that additional services from a Certified Public Accountant may be required to complete the City's Financial Reports/Statements for preparation of the FY 2011 year end audit. Ms. Henson noted that the auditors have already started preliminary work for Fiscal Year 2011 and are anticipated to come onsite in late March and if additional services are needed at that time the monies need to go ahead and be appropriated. Ms. Ciancetta noted she would close the year, complete the GAAP statements, and work with the auditors to complete the yearend financial statements/reports. It was discussed that the City's auditors have agreed to assist with these preparations if needed.

Motion by Ms. Conaway to recommend Council adopt an ordinance appropriating \$4,000 for additional services from the City's current auditors in preparation of the FY 2011 year end audit. Seconded by Mr. Scott. Motion carried.

- Bonding: Finance Deputy Director - \$1,750

Mayor Yelding recommended Christine Ciancetta, Deputy Finance Director, be bonded as she is assuming additional responsibilities and duties in the absence of the Finance Director.

Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$1,750 for bonding the Deputy Finance Director. Seconded by Ms. Conaway. Motion carried.

- Community Contribution: BARC - \$2,500

The community contribution to BARC was discussed at the last Council meeting. Ms. Henson noted she had completed an Ordinance and prepared an agreement for the contribution.

Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$2,500 to BARC (The Baldwin County Humane Society) and suspend the rules to adopt on the first read. Seconded by Ms. Conaway. Motion carried.

- Update: Personnel Request: Information Systems Technician - \$26,306 (remainder of FY12)

Ms. Hinman presented new information from Archer on the request for an Information Technology Coordinator position. Ms. Hinman presented an approved job description and job grade. Ms. Henson reviewed outside computer labor expenses presented for the last four years and the City's computer and software program inventory count. Ms. Henson noted that outside computer services would still be required because one person cannot cover all the City's needs but the total cost should decrease because this position would cover emergency computer needs, day to day repairs and operations. Ms. Henson noted that the City needs to move

forward with the installation of Fiber/Wireless upgrades and get off the DSL lines the City is currently using and noted that this position is needed to coordinate these installations. Ms. Henson noted the City needs a point person to ensure that all departments work together and discussed the restructuring of IP addresses that will be needed throughout City department's if/when the City converts to Voice over IP phone services. Several other benefits to having an on-site IT person were discussed by department heads, such as having one person to coordinate the whole City computer/networking needs, downtime should be minimized over waiting on outside help, and this position would be the liaison to work with outside companies on all issues involving information technology.

Motion by Mr. Scott to recommend Council adopt an ordinance amending the Job Classification Schedule to add an Information Technology Coordinator position at Grade 22, and adopt an ordinance appropriating \$26,306 to fund the position for the remainder of FY12. Seconded by Ms. Conaway. Motion carried.

- Bid: 2012-C-U.S. 98 & WHISPERING PINES ROAD - \$677,132 + Eng - \$48,000 = \$725,132

The Capital road improvement project for the intersection of Whispering Pines Road and US Hwy 98 additional turn lanes and signalization upgrade was discussed. Mr. Johnson discussed that HMR Engineers, ALDOT, and staff all recommend the low bid of \$677,132.11 from John G Walton Construction Company be accepted. He noted that ALDOT will reimburse the City one-half of the construction costs (\$338,566.06). The City will have to pay the total amount and then be reimbursed one-half from ALDOT. The City will also be responsible for \$48,000 in engineering costs.

***Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$785,132 for the Capital Road Improvement Project – Project 2012-A – Intersection of Whispering Pines Road and US Hwy 98 (\$677,132 construction costs, \$60,000 signalization, and \$48,000 engineering costs), one-half of construction costs for U.S. 98 & Whispering Pines Intersection (\$322,368.08) to be reimbursed to the City by ALDOT;
and
Motion by Mr. Scott to recommend Council adopt a resolution awarding bid 2012-C-US 98 & WHISPERING PINES ROAD in the amount of \$677,132 to John G. Walton Construction Co. Seconded by Ms. Conaway. Motion carried.***

- Bid: 2012-D-ASPHALT HOTBOX RECLAIMER TRAILER UNIT - \$33,645

Nineteen bid invitations were sent out, with six sealed bids received, three being no bids. Mr. Johnson noted that the low bidder also bid \$33,645 for a demo unit, with very little use. Mr. Johnson stated purchasing the demo unit would save the City \$3,000 over the same model new. He noted an asphalt hotbox is very much needed for road repair, especially small jobs when hot mix can be ready when needed and asphalt won't be wasted by mixing it and not being able to keep what is not used immediately.

Motion by Ms. Conaway to recommend Council adopt an ordinance appropriating \$33,645 for an Asphalt Hotbox Reclaimer Trailer Unit and adopt a resolution awarding bid 2012-D-ASPHALT HOTBOX RECLAIMER TRAILER UNIT in the amount of \$33,645 to Truck Equipment Sales. Seconded by Mr. Scott. Motion carried.

- Bid: 2012-E-PW/TRUCK: 8-10 YARD DUMP TRUCK - \$85,998

Nineteen bid invitations were sent out, with six sealed bids received; staff recommends the low bid from Empire Truck LLC for a 2013 M2 Freightliner be accepted.

Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$85,998 for 8-10 Yard Dump Truck, and adopt a resolution awarding bid 2012-E-PW TRUCK: 8-10 YARD DUMP TRUCK in the amount of \$85,998 to Empire Truck, LLC. Seconded by Ms. Conaway. Motion carried.

- Bid: 2012-F-PW/ROLLER COMPACTOR – TOW BEHIND - \$20,030

Seventeen bid invitations were sent out with three sealed bids received, two being no bids. Staff recommends the bid from Thompson Caterpillar be accepted.

Motion by Ms. Conaway to recommend Council adopt an ordinance appropriating \$20,030 for Roller Compactor – tow behind, and adopt a resolution awarding bid 2012-F-PW/ROLLER COMPACTOR-TOW BEHIND in the amount of \$20,030 to Thompson Tractor Co. for a Mauldin 1450 Roller Compactor. Seconded by Mr. Scott. Motion carried.

- State Bid: Mechanical Service Truck w/Crane - \$57,766

It was noted that a F550 Supercab with 11 ft Knapheide Crane Body and Venturo ET122KX Crane can be purchased from the State Bid list for \$57,766.

Motion by Ms. Conaway to recommend Council adopt an ordinance appropriating \$57,766 for a Mechanical Service Truck w/Crane to be purchased from the State bid contract. Seconded by Mr. Scott. Motion carried.

- State Bid: Two (2) Patrol: Chevrolet Tahoe's - \$94,205
- State Bid: Two (2) Detective: Chevrolet Tahoe's - \$64,378

Captain Danny Bell noted that these are replacement vehicle requests. He noted that the Police Department would like to be on a seven year vehicle replacement schedule, but due to the poor economy and budget constraints they are currently on a nine to ten year replacement schedule. He noted these are the same base vehicles, but need to be equipped differently depending on their use. Mr. Scott asked that information be presented to the full Council on the total number of PD vehicles, including their age, etc.

Motion by Mr. Scott to recommend Council adopt an ordinance appropriating \$158,583 for two (2) Chevrolet Tahoe's for Patrol (\$94,205) and two (2) Chevrolet Tahoe's for Detective (\$64,378) to be purchased from the State bid contract. Seconded by Ms. Conaway. Motion carried.

- FY2012 Capital Budget Requests

The Mayor discussed that other Capital requests will continue to be evaluated and noted he wanted to continue to prioritize these items by department. The Mayor noted that he had asked Public Works and Police to prioritize their equipment request before they went out to bid. Ms. Henson noted the items bid that are being discussed were requested to go out to bid by Council at the December 5, 2011 Council meeting. Ms. Young discussed the Library's need to restructure several positions but the greatest need was to re-class a Library Tech position to an IT Librarian to better reflect the Libraries technology needs. Ms. Young noted the Library has three servers and keeping the Library programs running, teaching computer classes, and managing the public internet access is a full time position.

C. Bids

1. 2012-B-OIL & LUBE (*Annual Bid*)

Thirteen bid invitations were sent out, with four sealed bids received. Staff recommends the low bid from Martin Energy Services, LLC be accepted.

Motion by Mr. Scott to recommend Council adopt a resolution awarding bid 2012-B-OIL & LUBE (annual bid) to Martin Energy Services LLC for unit prices as bid. Seconded by Ms. Conaway. Motion carried.

2. 2012-G-DISASTER DEBRIS REMOVAL (*Annual Bid*)

Ten sealed bids were received, with staff recommending the bid from Crowder Gulf be accepted. Mr. Johnson explained that they have reviewed the bids for completeness and fulfillment of the bid requirements per FEMA guidelines. The bidder's prior experience and equipment capabilities, as well as overall pricing of debris removal, processing and disposal were considered. Mr. Johnson discussed that there is information that is required from the bidders and each bid is checked for that information. He noted that per FEMA guidelines, the City must have a contract in place prior to any disaster occurring. As long as FEMA guidelines are met, FEMA will reimburse the City 80% to 100% of our costs in disaster recovery.

Motion by Mr. Scott to recommend Council adopt a resolution awarding bid 2012-G-DISASTER DEBRIS REMOVAL (annual bid) to Crowder Gulf as bid. Seconded by Ms. Conaway. Motion carried.

D. Request to go out to Bid: Daphne Sports Complex: Phase I

Mr. Johnson discussed the Daphne Sports Complex, Phase 1. He noted that HMR Engineers prepared a drawing in 2008 and has submitted a turn-key cost estimate of \$1,029,844. The Parks and Recreation Board would like approval for the City to solicit bids for the project.

Motion by Mr. Scott to recommend Council allow staff to bid the Daphne Sports Complex: Phase I. Seconded by Ms. Conaway. Motion carried.

E. Declare City Property Surplus:

The following equipment was presented for surplus:

Dept	Tag/Veh#	Description	Vin# / Serial #
Parks	45	2150 John Deere Tractor	L02150G537223
Mechanical		Two (2) Wayne Gas Pumps	

Motion by Mr. Scott to recommend Council adopt a resolution declaring the listed property surplus and authorizing the Mayor to dispose of such property. Seconded by Ms. Conaway Motion carried.

V. Old Business

Mr. Boulware stated that he would want to know a number on our reserve balance at the end of FY 2011 so that Council could move forward with Capital Projects requests. Ms. Ciancetta noted that GAAP must be closed first, which is a long process. She stated that the last accounts payables and accruals have just been completed, so she is beginning the close out process. Mr. Scott discussed borrowing the \$3 million at today's low rates to use for road projects, but agreed that he would like to know the reserve balance, which should be used for equipment.

VI. ADJOURN

The meeting was adjourned at 5:48 p.m.

**RENEWAL RECOMMENDATION
FOR
THE CITY OF DAPHNE
2012 – 2013**

**JOHN A. ROBERTSON INSURANCE
AGENCY, INC.
POST OFFICE BOX 1048
FAIRHOPE AL 36533
(251) 928-2163
ROBBIE ROBERTSON, AGENT**

INS TYPE (GL Categories)	FY 2011 Budget	Pre-Close FY 2011 Actual	FY 2012 Budget	2012 / 2013 Renewal Proposal	Robbie's Premium Summary Categories Comprehensive General Liability (Including Public Official Bonding & Law Enforcement Liability)
BONDING	\$15,556.00	\$15,275.00	\$15,275.00	\$136,106.00	Bonding & Law Enforcement Liability
ERRORS & OMISSIONS	\$8,000.00	\$6,282.00	\$8,000.00	\$117,029.00	Commercial Automobile
PROFESSIONAL LIABILITY-PD	\$44,440.00	\$41,497.00	\$44,440.00	\$25,670.00	Equipment
PROPERTY/LIABILITY INSURANCE	\$245,770.00	\$274,471.00	\$298,000.00	\$143,564.00	Property
VEHICLE INSURANCE	\$138,801.00	\$118,105.00	\$145,946.00	\$11,795.00	Boardwalks & Streetlights
SUMMARY BY TYPE OF INSURANCE :	\$452,567.00	\$455,630.00	\$511,661.00	\$434,164.00	

City of Daphne
2012-2013 Insurance Renewal

Company	Property	Auto	Liability	Police Liability	Public Officials Liability	Equipment	Boardwalks
AMIC*	Declined to Quote Due to Pricing	Declined to Quote Due to Pricing	\$ 138,604 \$5,000,000 Limit	Included in GL Premium \$5,000,000 Limit		Declined to Quote Due to Pricing	Declined to Quote Due to Pricing
EMC Insurance	\$143,564	\$126,634	No Quote	No Quote	No Quote	\$25,670	\$11,795
CNA	Declined to Quote Due to Location	\$191,411 \$1,000,000 Limit		\$56,585.48 \$1,000,000 Limit		Declined to Quote Due to Location	Declined to Quote Due to Location
Travelers	Declined to Quote Due to Location	Declined to Quote Due to Pricing & Loss History	Declined to Quote Due to Pricing & Loss History	Declined to Quote Due to Pricing & Loss History	Declined to Quote Due to Pricing & Loss History	Declined to Quote Due to Location	Declined to Quote Due to Location
CRC	No Quote	Not a Market for Public Entities					No Quote
Trident	Declined to Quote Due to Location	No Quote	No Quote	No Quote	No Quote	No Quote	No Quote
Risk Innovations	Declined to Quote Due to Location	Not a Market for Public Entities					Declined to Quote Due to Location

*AMIC offers a 3 year policy for \$136,106

Renewal Recommendations:

EMC-Property \$143,564
 EMC-Automobile \$126,634
 AMIC-Liability Three Year Policy \$136,106
 EMC-Equipment \$25,670
 EMC-Boardwalks \$11,795

PREMIUM SUMMARY

COMPREHENSIVE GENERAL LIABILITY	\$136,106*
<i>Company – Alabama Municipal Insurance Corp.</i>	
<i>*Three year policy, Annual Premium</i>	
PUBLIC OFFICIALS LIABILITY (Included Above)	
<i>Company – Alabama Municipal Insurance Corp.</i>	
LAW ENFORCEMENT LIABILITY (Included Above)	
<i>Company – Alabama Municipal Insurance Corp.</i>	
COMMERCIAL AUTOMOBILE	\$117,029
<i>Company – Employers Mutual Companies</i>	
EQUIPMENT	\$25,670
<i>Company – Employers Mutual Companies</i>	
PROPERTY	\$143,564
<i>Company – Employers Mutual Companies</i>	
BOARDWALKS AND STREETLIGHTS	\$11,795
<i>Company -- Employers Mutual Companies</i>	

I. COMPREHENSIVE GENERAL LIABILITY

A. LIMIT

1. \$5,000,000 Per Occurrence
2. \$5,000,000 Products and Completed Operations Aggregate
3. \$5,000 Premises Medical Payments
4. \$100,000 Damage to Premises Rented To You
5. No Aggregate

B. COVERAGE

1. Premises and Operations
2. Products and Completed Operations
3. Personal and Advertising Injury
4. Occurrence Form
5. \$1,000 Deductible
6. Non-Auditable Policy

II. PUBLIC OFFICIAL LIABILITY

A. LIMIT

1. \$5,000,000 Per Occurrence
2. \$5,000,000 Aggregate Limit

B. COVERAGE

1. Occurrence Form
2. \$1,000 Deductible
3. Employee Related Lawsuits - Included

III. LAW ENFORCEMENT LIABILITY

A. LIMIT

1. \$5,000,000 Per Occurrence
2. No Aggregate Limit

B. COVERAGE

1. Occurrence Form
2. \$1,000 Deductible

IV. EMPLOYEE BENEFIT LIABILITY

A. LIMIT

1. \$5,000,000 Per Occurrence
2. \$5,000,000 Aggregate Limits

V. VEHICLE COVERAGE

A. LIMIT

1. \$1,000,000 Combined Single Limits Bodily Injury and Property Damage
2. \$40,000 Uninsured Motorists
3. \$1,000,000 Hired and Non-Owned Automobile Liability
4. Comprehensive - See Schedule
5. Collision - See Schedule

B. COVERAGE

1. SEE ATTACHED SCHEDULE

VI. INLAND MARINE COVERAGE

A. LIMIT

1. SEE ATTACHED SCHEDULE

B. COVERAGE

1. All Risk Form
2. \$1000 Deductible - Data Processing Equipment and Copiers
3. \$1000 Deductible - All Scheduled Equipment

VII. PROPERTY COVERAGE

A. LIMIT

1. \$47,968,297
2. Schedule Attached

B. COVERAGE

1. Special Form - Including Theft
2. Replacement Cost Valuation
3. \$5,000 Per Occurrence Deductible, All Peril Except:
4. Wind and Hail Deductible - Refer to Schedule

**VIII. BOARDWALK COVERAGE and HIGHWAY 98 STREETLIGHT
COVERAGE**

A. LIMITS

1. \$2,106,893
2. See Attached

B. COVERAGE

1. Special Form
2. Replacement Cost Valuation
3. \$1,000 Per Occurrence Deductible
4. Policy Excludes Wind and Hail

JANUARY 20, 2009
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

Ins Discount

2009-2010

2010-2011

2011-2012 - 3yr Term ends Feb 2012

3

JANUARY
CITY
1705

Mr. Allen Pollack – Co-founder of Townsend Recovery Center – stated that because of the economy they have had to make cutbacks, and one of those was closing the clinic in Daphne. He stated that Old Towne Daphne did not run them out of town. Mercy Medical did not ask them to leave, in fact they asked them to stay, but just move across the hall to make room for someone else. They set up in Daphne because there was a need in Daphne and Baldwin County. They hope to be back in Daphne when the economy clears, and they hope that the Council will not prevent them from obtaining a business license to treat the citizens of Daphne.

Mrs. Karen Nady – Olde Towne Daphne – stated that they need clarification of definitions, and there is a need for public participation. She thinks the city needs to come up with something whether it is through BZA or Planning or ordinance, but they need to get it done so that this does not happen again.

Council President Lake closed the Public Hearing at 7:29 p.m.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE / Boulware

The minutes for the January 12th meeting are in the packet.

Renew Property Liability Insurance

MOTION BY Councilwoman Barnette to approve renewing the Property Liability Insurance policy to lock in the rates for three years. Seconded by Councilman Scott.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Treasurers Report

MOTION BY Councilman Boulware to accept the Treasurers Report ending December 31, 2008 with a balance of \$19,550,584.86. Seconded by Councilman Scott.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Sales and Use Tax Collections

Sales tax collections came in \$114,504 under budget. Year-to-date they are down \$174,585.

Lodging Tax Collections

\$40,178.69 was collected in November, 2008. So far this year 9% of the budget amount has been collected.



Fred Small
Mayor

Vickie Hinman
Human Resources Director

Sherree Hilburn
Payroll and Benefits Coordinator

Michele Hanson
Human Resources Assistant

The Jubilee City
THE JUBILEE CITY

February 8, 2012

HUMAN RESOURCES DEPARTMENT
ACTIVITY REPORT

<u>Open Positions</u>	<u>Status</u>
Police Officer	1/12/12
Public Service Worker (Mowing)	1/19/12
Fire Medics	1/26/12
Revenue Acct. Tech	1/26/12
Police Officer	1/26/12
Public Service Worker	1/26/12
PT Firefighter	1/26/12
Corporal/Warrant Police Off.	Oral Board Interviews on 2/9 & 3/5

Safety Committee Meeting was held on January 25, 2012 – Solid Waste department is getting back supports for all employees. Public Works employees received sprains/strains training last month. This month the employees in Streets will receive training on flagging/trenching. The Grounds crew will receive certification in landscape professional, which includes safety with chemicals.

Next safety committee meeting will be February 29, 2012 at 10:00 a.m..

Human Resources Project:

- Finalizing Salary Survey with Archer Company
- Auditing Personnel Files
- W-2's completed and mailed
- Processing 7 new employees
- —

Human Resources Department
P.O. Box 400 Daphne, Alabama 36526
Phone: (251) 621-3075³⁶ Fax: (251) 621-4506

TREASURER'S REPORT

As of January 31, 2012

TO: FINANCE COMMITTEE

FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

<u>ACCT TITLE</u>	<u>BANK</u>	<u>BALANCE</u>
GENERAL FUND & ENTERPRISE FUNDS		
MMA ACCT	COMPASS	\$10,389,594.21
OPERATING ACCT	COMPASS	(\$281,199.04)
PAYROLL ACCT	COMPASS	\$0.00
		<u>\$10,108,395.17</u>
INVESTMENT FUND	RAYMOND JAMES	\$5,125,579.25
	(investment \$4,828,875.15)	
AGENCY FUNDS		
MUNICIPAL COURT	COMPASS	\$349,379.37
SPECIAL REVENUE FUNDS		
SAIL SITE	RBC BANK	\$5,439.92
4 CENT GAS TAX	RBC BANK	\$373,979.18
7 CENT GAS TAX	RBC BANK	\$325,810.37
		<u>\$705,229.47</u>
CAPITAL PROJECT FUNDS		
CAPITAL RESERVE	WACHOVIA	\$472,082.22
2006 CONSTRUCTION	WACHOVIA	\$705,818.96
		<u>\$1,177,901.18</u>
DEBT SERVICE FUNDS		
DEBT SERVICE	WACHOVIA	\$2,230,964.24
2006 DEBT SERVICE	RBC BANK	\$1,228,113.16
		<u>\$3,459,077.40</u>
		<u>\$20,925,561.84</u>

PRIOR YEAR BALANCE January 31, 2011

\$23,030,693.48

SALES & USE TAXES

FY 2012 BUDGET/ACTUAL COMPARISONS

	ACTUAL COLLECTIONS												Budget	Monthlv Variance	YTD Variance	% of Budget
	2004	2005	2006	2007	2008	2009	2010	2011	2012	Actual-2012	2006-2007	2007-2008				
October	697,830.58	833,700.71	932,634.66	944,542.36	867,190.18	806,503.85	764,641.13	800,512.03	864,730.85	October	864,730.85	817,268	47,462.71	47,462.71	5.81%	
November	710,788.74	814,666.03	901,512.38	918,837.95	915,690.97	801,075.91	761,955.37	819,834.09	845,163.53	November	845,163.53	836,995	8,168.89	8,168.89	0.98%	
December	941,151.87	1,091,073.78	1,168,443.68	1,182,584.39	1,120,005.09	1,078,330.45	1,004,037.20	1,121,383.45	1,168,626.69	December	1,168,626.69	1,144,856	23,770.74	23,770.74	2.08%	
January	697,083.68	771,837.83	887,468.11	914,876.33	822,020.87	755,541.41	723,504.28	817,230.14	-	January	-	834,336	-	-	-	
February	688,421.54	788,825.08	878,123.66	877,975.60	865,625.83	748,620.87	733,335.60	840,768.01	-	February	-	858,367	-	-	-	
March	848,156.86	917,832.17	1,081,774.83	1,071,598.38	998,616.04	863,535.78	916,657.55	976,181.39	-	March	-	996,615	-	-	-	
April	752,039.55	863,144.81	968,760.72	960,140.54	963,691.85	823,173.33	809,588.73	916,536.59	-	April	-	935,721	-	-	-	
May	757,610.49	867,446.44	1,000,424.48	1,021,498.14	957,167.20	829,099.81	889,945.33	889,945.33	-	May	-	908,573	-	-	-	
June	818,209.20	982,863.46	1,024,091.07	1,066,433.92	997,274.15	868,309.52	887,262.68	946,355.76	-	June	-	966,165	-	-	-	
July	803,051.14	908,576.13	941,407.68	993,216.66	888,690.34	808,113.93	839,192.33	901,772.80	-	July	-	897,527	-	-	-	
August	745,320.33	869,818.11	950,539.01	954,421.57	964,626.26	831,984.35	790,713.80	888,624.95	-	August	-	848,627	-	-	-	
September	830,260.80	998,476.08	967,616.16	965,107.35	918,551.15	825,257.74	841,035.40	863,510.67	-	September	-	899,366	-	-	-	
Totals	9,289,924.78	10,708,260.63	11,702,796.44	11,871,233.19	11,279,349.93	10,039,546.95	9,834,178.61	10,782,655.21	2,878,521.07	Totals	2,878,521.07	10,944,435	79,402.34	79,402.34		

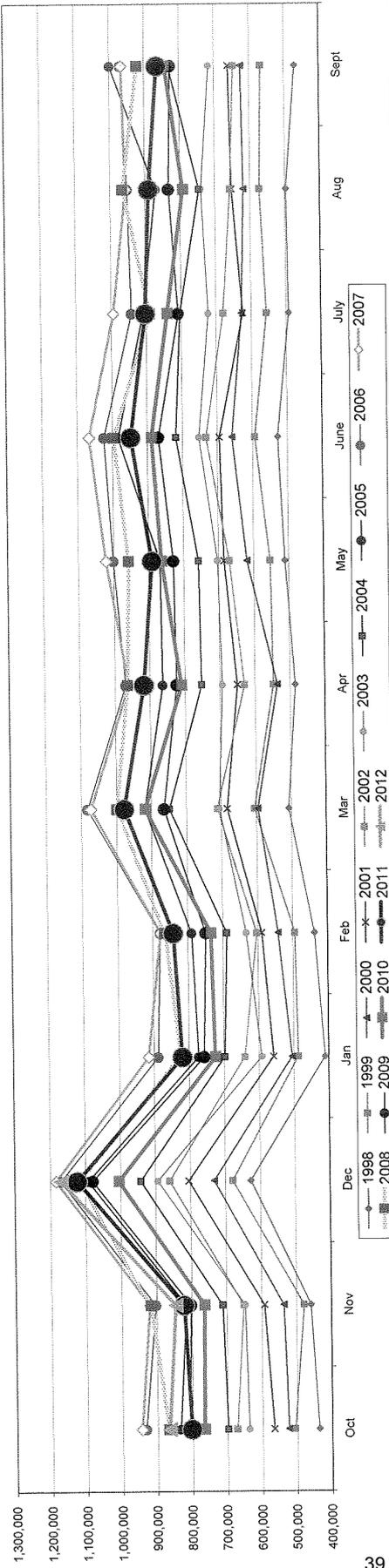
FISCAL YEAR COMPARISONS

	FISCAL YEAR COMPARISONS														
	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
October	135,870.13	98,933.95	11,907.70	(77,352.18)	(60,686.33)	(41,862.72)	35,870.90	64,218.82	October	11.87%	1.28%	-8.19%	-7.00%	-5.19%	4.69%
November	103,877.29	86,846.35	17,325.57	(2,946.98)	(114,815.06)	(39,120.54)	57,878.72	25,329.44	November	10.66%	1.92%	-0.32%	-12.54%	-4.88%	7.60%
December	149,921.91	77,369.90	14,140.71	(62,579.30)	(41,674.64)	(74,293.25)	117,346.25	47,243.24	December	7.09%	1.21%	-5.28%	-3.72%	-6.89%	11.69%
January	74,754.15	115,630.28	27,408.22	(92,855.46)	(66,479.46)	(32,037.13)	93,725.86	-	January	14.98%	3.09%	-10.15%	-8.09%	-4.24%	12.95%
February	100,403.54	89,298.58	(148.06)	(12,349.77)	(117,004.96)	(15,285.27)	107,432.41	-	February	11.32%	-0.02%	-1.41%	-13.52%	-2.04%	14.65%
March	69,675.31	163,942.66	(10,176.45)	(72,982.34)	(135,080.26)	53,121.77	59,523.84	-	March	17.86%	-0.94%	-6.81%	-13.53%	6.15%	6.49%
April	111,105.26	105,615.91	(8,620.16)	3,551.31	(140,518.52)	(13,584.60)	106,947.86	-	April	12.24%	-0.89%	-0.37%	-14.58%	-1.65%	13.21%
May	109,835.95	132,978.04	21,073.66	(64,330.94)	(128,067.39)	33,154.73	27,690.79	-	May	15.33%	2.11%	-6.30%	-13.38%	4.00%	3.21%
June	164,654.26	41,227.61	42,342.85	(69,159.77)	(80,576.41)	18,953.16	59,093.08	-	June	4.19%	4.13%	-6.49%	-12.93%	2.18%	6.66%
July	105,524.99	32,831.55	51,808.98	(104,526.32)	(80,576.41)	31,078.40	62,580.47	-	July	9.28%	5.50%	-10.52%	-9.07%	3.85%	7.46%
August	124,497.78	80,720.90	3,882.56	(10,204.69)	(132,641.91)	(41,270.55)	97,911.15	-	August	9.28%	0.41%	1.07%	-13.75%	-4.96%	12.38%
September	168,215.28	(30,859.92)	(2,508.81)	(46,556.20)	(93,293.41)	15,777.66	-	September	-3.09%	-0.26%	-4.82%	-10.16%	1.91%	0.00%	
Annual \$ Change	1,418,335.85	994,535.81	168,436.75	(591,863.26)	(1,239,802.98)	(105,368.34)	826,001.33	136,791.50	Annual % Chanc	9.29%	1.44%	-4.99%	-10.99%	-1.05%	8.31%

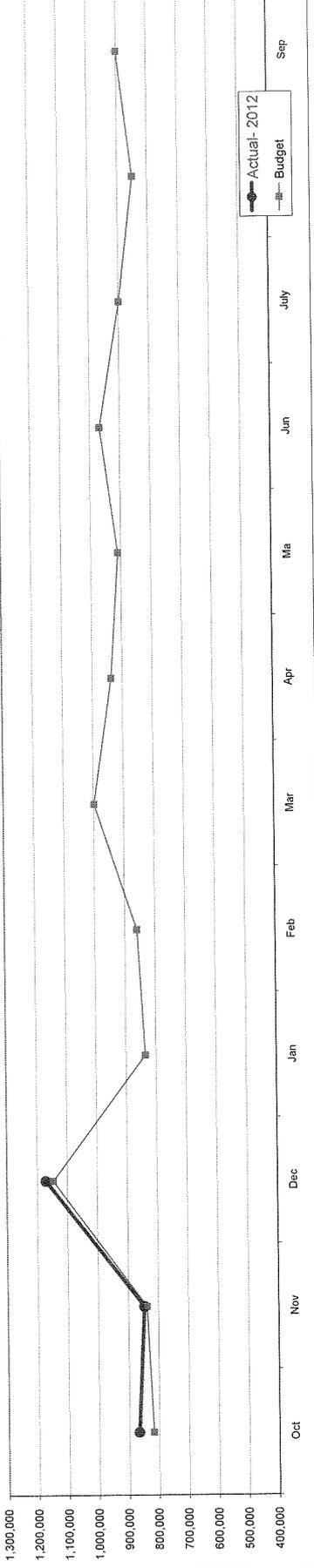
TOTAL collections thru: 12-31-11	2,878,521
Budgeted thru: 12-31-11	2,799,119
Actual Coll->Budget, 9-30-12	79,402
% Over/(Under) Budget, 9-30-12	2.84%

TOTAL collections: FY 11	10,782,655
TOTAL est. bdgt colli: FY 12	10,944,435
Budgeted Dollar Variance 11/12	161,780
Budgeted Percent Variance 11/12	1.50%

Sales & Use Tax Comparisons

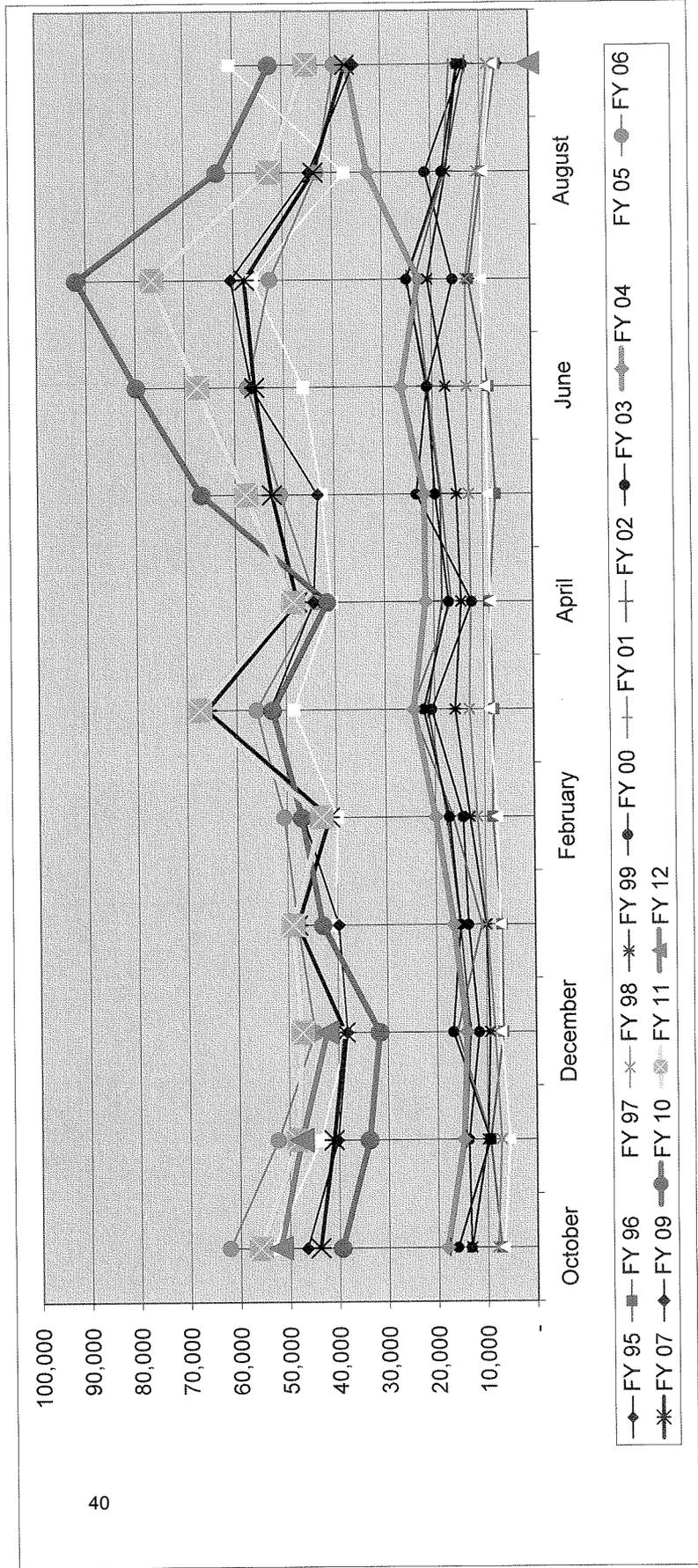


Fiscal 2012: Sales & Use Tax Budget vs. Actual Comparison



Monthly Lodging Tax Collections

	<u>FY 01</u>	<u>FY 02</u>	<u>FY 03</u>	<u>FY 04</u>	<u>FY 05</u>	<u>FY 06</u>	<u>FY 07</u>	<u>FY 08</u>	<u>FY 09</u>	<u>FY 10</u>	<u>FY 11</u>	<u>FY 12</u>
	16,021.98	17,757.16	16,103.81	18,110.90	53,490.95	62,191.49	43,874.01	46,360.47	46,543.20	39,405.56	56,001.39	52,002.53
	9,378.73	14,346.00	9,488.82	14,652.46	43,652.17	52,326.23	41,028.15	42,599.84	40,178.69	33,763.37	48,329.73	47,568.08
	15,885.37	13,257.40	16,693.64	13,940.92	38,197.96	44,694.55	38,605.47	31,081.14	38,144.69	31,571.38	47,210.56	42,279.22
	10,802.39	15,150.55	15,089.26	16,416.20	40,334.81	48,014.80	48,012.19	45,607.80	39,706.04	42,883.70	49,006.12	
	16,482.91	17,680.30	17,174.37	19,952.91	39,797.68	50,684.11	41,381.78	47,340.33	46,699.01	46,998.32	43,052.68	
	24,601.77	21,371.61	22,248.25	24,206.01	48,474.92	56,076.62	66,060.49	53,123.15	53,230.85	52,771.52	67,422.43	
	16,532.24	18,354.06	16,974.57	21,626.29	40,666.33	43,813.91	47,594.84	46,736.02	44,277.75	41,531.05	48,487.83	
	18,386.51	18,526.24	19,610.83	21,785.09	42,479.97	50,871.74	52,564.61	46,145.12	43,293.74	66,820.96	57,880.48	
	20,948.57	21,322.07	21,031.35	26,336.81	46,037.59	57,338.25	55,924.22	64,626.19	56,494.11	79,822.84	67,544.77	
	23,389.72	25,013.71	25,026.81	22,654.15	56,266.23	52,752.31	57,842.80	62,035.23	60,619.78	91,906.47	76,631.86	
	17,432.39	17,223.03	17,749.12	32,788.35	37,501.21	43,139.77	43,701.41	55,792.89	44,636.82	63,323.58	52,820.33	
	16,116.04	12,997.60	14,563.86	36,847.13	60,635.33	39,398.90	37,180.99	49,698.91	35,430.62	52,662.79	45,216.75	-
	205,978.62	212,999.73	211,754.69	269,317.22	547,535.15	601,302.68	573,770.96	591,147.09	549,255.30	643,461.54	659,604.93	141,849.83



NEW BUSINESSES

January-12

CITY LIMITS		CONTRACTORS	
RETAILERS		EASTERN SHORE LAWN CARE	1
A GILDED ROOM	1	TF DAVIS CONSTRUCTION	1
YVONNE'S RESALE BOUTIQUE (NEW OWNER)	1	BAY CLIMATE CONTROL, INC	1
POUR NELSON'S PUB	1	WILLETT SIGNS & SERVICE	1
ROUSH RESTAURANTS LLC	1	FENCE & DECK DOCTOR	1
ALL OTHER		VICKERS PLUMBING	1
EASTERN SHORE BASEBALL ACADEMY	1	GENERAL INSULATION CO.	1
SPROUT CLEANERS	1	BLACK ANGUS CONSTRUCTION	1
RM PHARMACY CONSULTING	1	PHEONIX RESTORATION SERVICES	1
CHAMBERS GLASS	1	CLASSIC POOLS & PATIO	1
FORTITUDE BUSINESS SOLUTIONS	1	RITTINER EQUIPMENTCO. INC.	1
OASIS TINTING	1	TOTAL CONTRACTORS	11
PHARMASOURCE HEALTHCARE	1	TOTAL NEW BUSINESSES IN DAPHNE 50	
VINNIE'S AUTO REPAIR	1	CLOSED BUSINESSES IN DAPHNE	
ALABAMA FLUID TECHNOLOGIES	1	CULINARY DREAMS INC	1
BELLA'S BISTRO INC	1	MARGARITA MAN GULF COAST LLC	1
TRACHINA INSURANCE AGENCY	1	UNCLE MAWK'S NATURE	1
SCOTT & SCOTT LAW	1	PIPELINE TECHNIC LLC	1
TOTAL CITY LIMITS	16	ASSET CONTROL SERVICES INC	1
OUTSIDE CITY LIMITS		LITTLE GYM OF THE EASTERN SHORE	1
QMI SECURITY SOLUTIONS	1	TOTAL CLOSED BUSINESSES IN DAPHNE	6
SOUTHERN GAS & SUPPLY	1		
ARGOS READY MIX	1		
GLOBAL RESTAURANT SOLUTIONS	1		
DIXIE DIAMOND MANUFACTURING	1		
PHILIPS CONSUMER LUMINAIR	1		
MERCHANTS AUTOMOTIVE GROUP	1		
OPTOVUE, INC	1		
DIRECTV LLC	1		
FARM CREDIT LEASING	1		
RELIABLE SIGN SERVICES	1		
BONDMAX	1		
AB TAXI	1		
TELETROL SYSTEMS	1		
CENGAGE LEARNING INC	1		
ROYAL APPLIANCE MAUFACTURING	1		
WILDTREE HERBS INC	1		
VUDU INC	1		
INTERNATIONAL ENVIRONMENTAL	1		
JOHNSON HEALTH TECH, NA	1		
KUEKA FOOTWEAR	1		
NISSI, THE COUTURE FLORIST	1		
WESTFIELD INSURANCE CO.	1		
TOTAL OUTSIDE CITY LIMITS	23		

ORDINANCE 2012

OTHER PERSONNEL COST: BUILDING MAINTENANCE

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, after further reviewing the FY2012 Budget after adoption a section of other personnel cost was found to need updating to reflect the department's full personnel costs; and

WHEREAS, the updated cost of the other personnel for the Building Maintenance was not budgeted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$43,791 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for Other Personnel cost for the Building Maintenance department.

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

2/7/2012

**GENERAL FUND: FISCAL YEAR 2012 BUDGET
DIVISION: GENERAL GOVERNMENT
with PRIOR & CURRENT YEAR COMPARATIVES**

	2008 Actual	2009 Actual	2010 Actual	2011		2011 YTD Actuals as of 8/31/11	2012 Council
				Original Budget	Amended Budget		
PROJECTION:							
18 OTHER PERSONNEL							
51191 MEDICAL/DENTAL INSURANCE	31,087.01	45,940.64	41,883.03	43,345	43,345	37,824.40	0
51192 DISABILITY INSURANCE	1,357.96	1,538.07	1,472.67	1,700	1,700	1,204.45	0
51193 LIFE INSURANCE	435.54	492.87	451.92	455	455	355.32	0
51194 SUI	34.79	537.65	385.72	550	550	466.01	0
51195 WORKERS COMPENSATION	7,694.86	7,107.32	5,553.18	7,110	7,110	3,940.91	0
	40,610.16	55,616.55	49,746.52	53,160	53,160	43,791.09	0

Omitted \$0
** \$43,791.09*

2012 Proposed Budget
General Govt

* #s omitted
\$43,791.09

	Legislative	Municipal Elections	Executive	Human Resources	Finance	Revenue	Court	Legal Svcs	Risk Mgt	Planning	Bldg. Mntc	Janitorial	Facilities Support
TOTAL	1,436,382	184,992	117,176	148,826	396,390	70,805	127,327	-	-	160,408	180,309	50,149	-
Base Wages	1,800	-	1,500	1,000	1,500	1,000	6,300	-	-	1,200	4,800	550	-
Overtime	193,876	-	11,539	20,789	57,393	9,886	16,501	-	-	23,271	28,422	7,288	-
Payroll Related	18,930	-	18,360	28,190	84,550	19,132	27,580	-	-	37,376	-	19,230	-
Other Personnel	226,311	-	148,575	198,803	539,833	100,823	177,708	-	-	222,255	211,531	77,217	-
Total Personnel	1,903,056	-	-	-	-	-	-	-	-	-	-	-	-
Training, Subscriptions, & Memberships	47,500	-	3,300	11,410	14,500	3,400	-	-	-	3,875	6,500	-	-
Retiree Insurance	-	-	-	1,520	-	-	-	-	-	-	-	-	-
Employee Testing	-	-	-	15,000	-	-	-	-	-	-	-	-	-
Employee Recognition & Awards	-	-	-	1,000	-	-	-	-	-	-	-	500	-
Immunizations	-	-	-	-	-	-	-	-	-	-	-	500	-
Total	108,505	-	3,300	28,930	14,500	3,400	-	-	-	3,875	6,500	500	-
Professional Svcs	1,500	8,000	-	14,583	106,000	17,000	750	10,000	-	-	500	48,710	2,750
Legal Svcs	18,000	10,000	-	-	-	-	67,061	240,000	-	-	-	-	-
Total	19,500	18,000	-	14,583	106,000	17,000	67,811	250,000	-	-	500	48,710	2,750
Insurance	4,200	-	3,045	-	1,500	2,650	710	-	220,000	-	3,400	1,875	-
Legal Advertising	15,000	10,000	-	5,500	-	-	-	-	-	2,700	-	-	-
Promotional Advertising	7,000	-	5,000	-	-	-	-	-	-	-	-	-	-
Total	22,000	10,000	5,000	5,500	-	-	-	-	-	2,700	-	-	-
Community Svcs	59,000	-	1,000	-	-	-	-	-	-	-	-	-	-
Jubilee Breeze	18,918	-	18,918	-	-	-	-	-	-	-	-	-	-
Total	59,000	-	19,918	-	-	-	-	-	-	-	-	-	-
Office Supplies & Postage	6,250	20,500	2,000	4,000	17,400	9,500	1,500	-	-	7,000	-	-	-
Printing	750	300	300	2,000	-	2,000	-	-	-	-	-	-	5,500
Cleaning Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Fuel	-	-	150	-	280	-	-	-	-	100	5,600	2,000	-
Safety Supplies	-	-	-	6,000	-	-	-	-	-	100	1,000	500	-
Uniforms	-	-	-	-	-	-	-	-	-	-	2,200	1,000	-
Supplies	-	-	-	-	-	-	-	-	-	-	6,000	1,000	-
Equipment Lease/Rent	-	3,500	-	17,000	8,000	1,750	-	-	-	11,500	500	250	-
Equipment Purchased	5,000	-	1,000	16,470	12,000	1,500	-	-	-	5,111	6,000	2,000	-
Total	196,511	24,300	3,450	45,470	37,400	15,030	1,500	-	-	23,811	21,300	6,750	5,500
Computer Maintenance	6,500	-	2,000	5,000	15,000	2,500	-	-	-	3,000	100	-	2,500
Software Maintenance	2,500	-	-	6,800	32,000	2,880	-	-	-	4,000	-	-	-
Equipment Maintenance	3,000	-	500	200	3,500	500	-	-	-	600	1,000	600	14,000
Radio Maintenance	-	-	-	-	-	-	-	-	-	-	250	200	-
Building Maintenance	-	-	-	-	-	-	-	-	-	-	500	-	22,000
Grounds Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	1,500
Vehicle Maintenance	-	-	1,000	-	-	500	450	-	-	-	3,000	2,000	-
Total	140,080	12,000	3,500	12,000	50,500	6,380	450	-	-	7,600	4,850	2,800	40,000
Telephone	36,420	400	350	1,000	1,500	960	-	-	-	2,200	10	-	30,000
Mobile Phones	15,100	-	1,800	-	-	1,200	-	-	-	-	720	500	-
Water/Gas/Sewer	6,500	-	-	-	-	-	-	-	-	-	-	-	6,500
Electric	160,000	-	-	-	-	-	-	-	-	-	-	-	160,000
Total	218,020	11,280	2,150	1,000	1,500	2,160	-	-	-	2,200	730	500	196,500
Inmate Assignments	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	1,525	500	-	-	300	-	225	-	-	-	-	500	-
Total	1,570,993	187,980	52,300	40,363	107,483	211,700	46,620	70,696	250,000	220,000	37,280	61,635	244,750
TOTAL: General Govt	3,474,049	414,291	52,300	188,938	306,286	751,533	147,443	248,404	250,000	220,000	248,811	138,852	244,750

ORDINANCE 2012

ADDITIONAL AUDIT/CPA SERVICES:

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, additional services from a Certified Public Accountant will be required to complete the City's Financial Reports/Statements for preparation of the FY2011 Year End Audit; and

WHEREAS, the City's current auditors will perform these additional duties in conjunction with the annual audit; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$4,000 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for preparation of the FY2011 Year End Financial Reports/Statements.

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

Suzanne

From: Mark Chapman [Mark@sdbllp.com]
Sent: Wednesday, February 01, 2012 1:53 PM
To: financesenioraccountant@daphneal.com
Cc: Kelli Kichler Rice
Subject: Audit

Appropriation Request - \$4,000

Suzanne – After talking with Kelli, we estimate that we would incur approximately \$3,000 to \$4,000 of additional costs related to assisting with the financial report (GASB 34 entries, Gov't Wide Financials, related note disclosures, etc). This assumes that we will not be preparing the MD&A. As in prior years, we will of course perform an overall review of the entire report and help out in any way possible.

Let us know if this would be acceptable.

Thx.

Mark R. Chapman, CPA
Smith, Dukes & Buckalew, LLP
Post Office Box 160427
Mobile, Alabama 36616
Phone No. 251.343.1200
Direct Dial 251.338.1437
Facsimile 251.344.0966
mark@sdbllp.com

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www.sdbllp.com

ORDINANCE 2012

BONDING: FINANCE DEPUTY DIRECTOR

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, since the new position of Deputy Finance Director is taking on responsibilities of researching and reporting on pending Bond Issues and other Financial activities while assisting or in the absence of the Finance Director; and

WHEREAS, the cost of this additional bonding for Finance personnel was not budgeted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$1,750 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for bonding of the Finance Deputy Director.

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



INTERNAL MEMORANDUM

TO: Suzanne Henson

CC: Vickie Hinman
Christine Ciancetta

FROM: Mayor Bailey Yelding, Jr.

DATE: February 7, 2012

SUBJECT: Bonding

By way of this memo I am requesting you begin the process to have Christine Ciancetta, Deputy Finance Director, bonded for the City of Daphne.

Thank you.

Bailey Yelding, Jr.

Suzanne

From: Ron Scott [ronscott5@bellsouth.net]
Sent: Thursday, February 09, 2012 2:01 PM
To: Suzanne Henson
Cc: Derek Boulware - District #6; Derek Boulware; Ron Scott; Tommie Conaway
Subject: Re: Signed Ordinances

The intent was from general fund (reserves)
 Ron

Sent from my iPhone

On Feb 9, 2012, at 1:22 PM, "Suzanne Henson" <financesenioraccountant@daphneal.com> wrote:

From: Suzanne Henson [mailto:financesenioraccountant@daphneal.com]
Sent: Thursday, February 09, 2012 1:18 PM
To: 'Rebecca Hayes'
Cc: 'Bailey Yelding'
Subject: RE: Signed Ordinances

I will wait to hear from you/Mayor if I need to prepare an Ordinance

From: Rebecca Hayes [mailto:cityclerkassist@daphneal.com]
Sent: Thursday, February 09, 2012 12:52 PM
To: 'Suzanne Henson'
Subject: RE: Signed Ordinances

They made a motion to authorize the mayor to enter into a contract with BARC for a contribution of \$2500. They did not specify from where the funds would come.

From: Suzanne Henson [mailto:financesenioraccountant@daphneal.com]
Sent: Thursday, February 09, 2012 10:08 AM
To: Becky Hayes
Cc: 'Bailey Yelding'
Subject: RE: Signed Ordinances

Becky

I read in the paper about Daphne donating \$2,000 for the animals... good cause.. but wanted to check and see if I needed to prepare an ordinance for this??? Council already approved the only free community appropriation monies (\$2,000) for the Battleship appropriation. Or are they Line Item transferring it from other accounts???

Just wanted to see if I needed to prepare an ordinance?
 thanks

From: Becky [mailto:becjer@bellsouth.net]
Sent: Wednesday, February 08, 2012 10:38 AM
To: Christine Ciancetta; 'Suzanne Henson'

Mission

The Baldwin County Humane Society (BARC!) is a no-kill adoption agency (rather than a shelter). We are a 501(c)3 not-for-profit established in 1979; we were the first and remain the only county-wide animal welfare agency. Our goal is to eliminate the number of abused and abandoned pets through spay/neuter, education, rescue and adoption.

Mission Statement

The corporation was formed to provide a means for the prevention of cruelty to animals within Baldwin County; to assist with the enforcement of lawful means with the arrest, conviction and punishment of all persons violating such laws, and alleviate the over-population of dogs and cats within Baldwin County; to promote the adoption of homeless cats and dogs to good homes; and to help alleviate cruelty to and suffering of animals wherever such may occur.

Overview

The Baldwin County Humane Society (BARC!) was formed in 1979 as the county's first animal advocacy group. In 1979, there were no shelters in the county and no voices to speak for the animals. Today we are very lucky to have multiple animal rescue groups all working toward the same goal of eliminating the number of abused and abandoned pets through spay/neuter, education, rescue and adoption.

We rescue, rehabilitate, and re-home hundreds of abused, abandoned and neglected pets annually.

We do not have a shelter of our own; rather we are an adoption agency..

Alabama State law mandates that counties and municipalities with populations of over 5000 provide animal shelters and animal control services, paid by our tax dollars. The Baldwin County Humane Society works cooperatively with them to place the shelter animals in loving new homes, thus minimizing the tragic necessity of euthanasia due to overcrowded conditions. As a matter of fact, most of the pet photos in our Photo Galleries are pets available for adoption through a local shelter! We encourage you to visit our shelters often, not only to adopt a new pet, but just to visit the animals and show them you care. You may be surprised, and find the perfect feline or canine companion just waiting to become a part of your family!

Our Funding

BARC! doesn't get any government funding nor are we affiliated with the Humane Society of the United States. We rely solely on the generosity of individual donations, foundations and grants to help the homeless, abused and injured animals.

ORDINANCE 2012-

COMMUNITY CONTRIBUTION: BARC (The Baldwin County Humane Society)

WHEREAS, Ordinance 2012-81 approved and adopted the Fiscal Year 2012 Budget on November 21, 2012; 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, BARC was formed to provide a means for the prevention of cruelty to animals within Baldwin County, to promote the adoption of homeless cats and dogs to good homes; and to help alleviate cruelty to and suffering of animals wherever such may occur.

WHEREAS, BARC also provides spay/neuter vouchers, the BARC Pet Food Pantry and other programs for animals; and

WHEREAS, the City Council has determined it to be in the best interest of the City to make a \$2,500 contribution to BARC.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$2,500 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for are available for a contribution BARC. 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 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

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 **BARC** (The Baldwin County Humane Society), (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 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 shall provide the following public services within the Corporate Limits of the City of Daphne:

To provide a means for the prevention of cruelty to animals within Baldwin County, to promote the adoption of homeless cats and dogs to good homes; and to help alleviate cruelty to and suffering of animals wherever such may occur.

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 2012 fiscal year: \$ 2,500 (Two Thousand Five Hundred 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 upon approval of Council, 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, if requested by the City, 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. 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 fort above.

CITY OF DAPHNE, a Municipal Corporation

Bailey Yelding, Jr., Mayor

ATTEST:

David Cohen, City Clerk, MMC

BARC

BY: _____

TITLE: _____

Federal Tax ID#: _____

WITNESS:

By: _____

Suzanne

From: Vicky Hinman [hrdirector@daphneal.com]
Sent: Thursday, December 01, 2011 4:00 PM
To: Suzanne Henson
Subject: IT projected salary range

Suzanne,
I talked to Chip King with Archer Co. regarding the IT position we are wanting to add to staff. Based on our description, he says it is estimated at a Grade 22. This grade's salary range would be (Step 1) @ \$37,319 to (Step 4) @ \$40,470.

ORDINANCE 2012-

AN ORDINANCE APPROPRIATING FUNDS:

Information Technology Coordinator

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 Human Resource Director has submitted a request to the Mayor for a new position of Information Technology Coordinator; and

WHEREAS, the Mayor did approve such request to be forwarded to the City Council for funding and authorization to advertise and hire a Information Technology Coordinator in accordance with the Personnel Policies and Procedures Manual; and

WHEREAS, the City Council has become aware of the crucial need for an Information Technology Coordinator.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that:

- an appropriation in the amount of \$26,306 (*annual cost of \$52,611 {including Benefits}*) for the new position of Information Technology Coordinator is hereby approved and made a part of the FY 2012 budget AND
- the Mayor is hereby authorized to move forward with the hiring of such position.

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

ORDINANCE 2012-

AN ORDINANCE AMENDING JOB CLASSIFICATION SCHEDULE:

Information Technology Coordinator

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

WHEREAS, whereas the critical need of a new Information Technology Coordinator position has been submitted to the City Council; and

WHEREAS, the City Council has determined that there is a need for such position; and

WHEREAS, the Archer Company did prepare a Job Description for such new position and the proposed job grade is 22.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the following is hereby incorporated into the City of Daphne Job Classification Schedule:

Grade 22: Information Technology Coordinator

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

CITY OF DAPHNE, ALABAMA CLASSIFICATION DESCRIPTION

CLASSIFICATION TITLE: INFORMATION TECHNOLOGY COORDINATOR

PURPOSE OF CLASSIFICATION

The purpose of this classification is to coordinate and provide overall direction for the development, implementation, and maintenance of the City's Information Systems. Work is of a complex professional and technical nature, emphasizing daily operation and maintenance of the City's computer networks and personal computers, but with the responsibility for assisting City Management with development and implementation of a technology plan. This position will serve as the City's point-person for the future deployment of new technology systems, which is expected to include a company-wide fiber network, WiFi communications, and Geographical Information System.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Coordinates the operation and administration of network systems, accounts, and users: ensures continual operations and availability of computer systems; administers users, passwords, accesses, Internet Firewalls, and network security; determines the most appropriate configuration of software and hardware; implements procedures for ensuring data and systems integrity; develops and implements system back-up and integrity plans for all systems; develops and implements security and disaster recovery plans; updates standards to maintain seamless interface to all systems; and manages all server based software applications and systems.

Coordinates troubleshooting, maintenance, and help desk support for the City's information and communications systems and users: troubleshoots and repairs problems with computer, network, and communications equipment; performs and oversees the installation, configuring, and upgrading of hardware and software, including servers, desktops, peripherals, and electronic systems; develops and implements maintenance plans for all systems; responds to emergency situations; provides technical support, service, and advice for all City staff, responds to after-hours calls as needed.

Providing services for Information Systems: participates and interfaces with and monitors the contractors/consultants to ensure timely and quality completion of project; facilitates cooperation with the project throughout the organization; and provides information and support as needed.

Assist city management with the development and implementation of strategic and long-range planning for the City's information and communications systems: Conducts needs analysis for computer, data, and communication systems and documents findings; prioritizes needs according to short-term and long-range objectives; researches hardware and software innovations to determine solutions to meet needs; conducts capacity planning and performance monitoring on all systems and networks; provides recommendations for improvements; develops and updates the City's Technology Strategic Plan and related budget; provides recommendations for long range strategies to meet changing needs; and provides recommendations regarding policy changes.

Develops budget recommendations for the information and communications systems, including hardware, software, peripherals, and contractual services; manages expenditures to ensure compliance with adopted budget.

Coordinates purchasing and inventory control for computer and communication equipment: consults with departments to determine and analyze equipment and software needs; prepare related bid specifications for computer equipment, software, and services as required; analyze and reviews bids; and initiates or reviews purchase orders for City-wide computer and communication purchases; manages replaced/surplus equipment for transfer or data scrubbing.

Coordinates special projects for all City departments, including the review of existing contracts, the introduction of new programs, and various professional services: defines the scope of the project; formulates solutions and resolves problems; facilitates implementation of the project; and provides administrative support to the project as needed.

Completes a variety of routine administrative tasks for the City; prepares reports and presentations; manages software licenses; maintains records kept at each department; generates and distributes correspondence, memos, and reports;

Troubleshoots problems involving computer hardware, local area network (LAN) hardware, and wide area network (WAN) hardware; monitors server and backup system to identify potential problems; troubleshoots printing problems.

Provides Help Desk functions to users; provides information and technical assistance to users regarding computer operations, procedures, problems, software functions, upgrades, and other related issues.

Provides training in the use of tools including Excel, email, Access, Word, etc. and helps City departments learn various departmental software applications.

Assist departments with maintenance and updates to website and coordinate as needed with website host on technical issues. Monitor Domain License requirements.

Performs general/preventive maintenance tasks; performs data backups onto tape, diskette, storage devices, offsite backups or other media.

Monitors working conditions of equipment; performs computer maintenance tasks and performs preventive maintenance and cleaning of equipment as needed.

Maintains a working knowledge of a variety of computer operating systems and software programs, which may include word processing, spreadsheet, database, desktop publishing, networking, communications, utilities, diagnostic, or other programs. Maintains logs/documentation of system operations, modifications, maintenance, and other activities.

Prepares or completes various forms, reports, correspondence, technical function summary reports, diagrams, drawings, training materials, brochures, handouts, system documentation, or other documents.

Receives various forms, reports, correspondence, help requests, technical handbooks, program documentation, manuals, reference materials, or other documentation, reviews, completes, processes, forwards or retains as appropriate.

Communicates with Department Heads, employees, other department system users, vendors, sales representatives, contractors, city officials, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Maintains an awareness of new technology, products, trends, and advances in the profession; reads professional literature; attends workshops and training sessions as appropriate. Conducts user training classes as necessary.

Ensures compliance with industry and departmental standards pertaining to wiring, labeling, naming, conventions, methods, and documentation.

Attends City Council meetings, Work Sessions, Committee meetings and City staff meetings as required.

ADDITIONAL FUNCTIONS

Performs other related duties as required.

MINIMUM QUALIFICATIONS

Minimum of five years experience managing networks, technological planning, hardware/software research, selection, installation, and maintenance. Experience required in all areas of computer networks, computer software applications, and windows applications expertise in Microsoft Exchange, Remote connections, Fiber/Wireless/T1/DSL connectivity, Word, Excel, Access, etc . Bachelor's degree or computer coursework/certification preferred or any equivalent combination of education, training, and experience which provides the requisite knowledge skills, and abilities for this job.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

Human Interaction: Requires the ability to apply principles of persuasion and/or influence over others in coordinating activities of a project, program, or designated area of responsibility.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations involving basic algebraic principles and formulas, and basic geometric principles and calculations.

Functional Reasoning: Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Sensory Requirements: Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

The City of Daphne, Alabama, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

REQUEST FOR ADDITIONAL PERSONNEL

DATE: 8/12/2011/ Updated by Archer 12/01/2011

DEPARTMENT: IT

REQUESTED BY: Human Resources

POSITION: Information Technology Coordinator

REQUESTED: 1

PROPOSED JOB GRADE: 22

Salary - \$40,470
Benefits - \$12,141
Total - \$52,611

JUSTIFICATION:

With the change in technology in phone and data communications more assistance is needed to keep the City in a position to communicate with Citizens, businesses, County & State organizations, and other supporting organizations in order to keep the City operational.

All City departments will upgrading the format of data transfer from DSL to T1's / fiber / and wireless. This new format will require more technical expertise to maintain daily operations and the equipment required to route the information. Just communicating with the outside providers has become so much more time involved and the information basis has moved to such a technical level that the City needs someone in the Information field to keep the City current and it's various software programs and systems compatible with the ever-changing Microsoft Operating environment that mandates compatibility.

Also, with the implementation of the City's new e-mail system a centralized employee is needed to setup, monitor, and maintain these e-mail accounts. This position could assist in advising on the technical aspects of the City's annual cell phone bid and advise on technical issues concerning the City's website.

Backups of City information is crucial, this position could monitor these backups and assist with improving processes of securing the City's data.

This position will **NOT** eliminate outsourced maintenance needs but will reduce the need for outsourcing and will communicate between the City Departments and these outsourced companies to coordinate the best path technologically for the City. Department Directors will still authorize and direct all their departments technology needs.. this position will just advise and facilitate those requirements.

MAJOR JOB DUTIES:

- * Keeping Computers & Servers and Data/Phone communication up and running and operational
- * Advise on new computer equipment purchases and coordinate installation of new equipment: data transfer/testing / coordinate/setup of interface w/other systems
- * Liason for installing new T1 / Fiber / Wireless connectivity between city departments
- * Liason with outsourced technology companies.....
- * Maintain and monitor City data backups
- * Maintain and new setup of City's e-mail accounts

COMPUTER LABOR COMPARISON 2008 - 2011

Below is the total spent on computer labor since 2008 you had wanted to see. Note 2011 is only through 7/2011. So there will be two - three more months of expenses. 2010 is a little high due to new Library construction and some remaining City Hall network issues and several servers crashed due to not being able to replace them after budgets had to be cut.

2011 - Company	Dept Covered	Hrly Rate	Actual Hrs.	Labor reconciled thru 7/2011
A Computer Store	PD/FD	70/95	0	\$ 18,800.00
Computer Backup, Inc.	EX/LEG/FIN/HR/MECH/PW/GARB/CC/BF/REV/Court	75	302.25	\$ 22,668.75
Business Information Solutions, Inc.	Fire	95/85.5	30.75	\$ 2,883.25
Others				\$ -
			333	\$ 44,352.00

2010 - Company	Dept Covered	Hrly Rate	Actual Hrs.	Labor
American Computer Enterprises, Inc.	PD/FD	70/95	20	\$ 11,403.75
A Computer Store	PD/FD		36.5	\$ 11,280.00
Computer Backup, Inc.	EX/LEG/FIN/HR/MECH/PW/GARB/CC/BF/REV/Court	75	661.25	\$ 51,400.00
Others				\$ 9,301.75
			717.75	\$ 83,385.50

2009 - Company	Dept Covered	Hrly Rate	Actual Hrs.	Labor
American Computer Enterprises, Inc.	PD/BI/PL/FD	70/95	0	\$ 24,540.00
Computer Backup, Inc.	EX/LEG/FIN/HR/MECH/PW/GARB/CC/BF/REV/Court	75	597.5	\$ 44,812.50
Others				\$ -
			597.5	\$ 69,352.50

2008 - Company	Dept Covered	Hrly Rate	Actual Hrs.	Labor
American Computer Enterprises, Inc.	PD/BI/PL/FD	70/95	94.5	\$ 33,646.25
Computer Backup, Inc.	EX/LEG/FIN/HR/MECH/PW/GARB/CC/BF/REV/Court	75	390	\$ 29,373.00
Others			0	\$ 6,625.00
			484.5	\$ 69,644.25

DEPARTMENTAL COMPUTER/SOFTWARE INVENTORY

Below is the equipment and Software the new Information Systems Technician would be responsible for:

Department	# Servers	# Computers / Laptops	# Software Programs	# Software Agreements <small>(Tech would work with software co. for solutions on issues)</small>
Legislative	1	3	4	1
Executive	-	3	4	-
Building Inspection	1	6	8	1
Community Development	1	6	20	1
Human Resources	1	3	5	1
Finance	8	12	10	3
Revenue	1	6	5	1
Fire	1	20	6	1
Police	6	88	19	2
Court	1	6	5	1
Civic Center	1	7	20	1
Library	3	71	11	8
Recreation	1	9	5	-
TOTAL	26	240	122	21

NOTE Printers not included in these totals.

Suzanne

Engineering Cost: US98 & Whispering Pines
\$48,000

From: Jaye Robertson [jaye@hmrengineers.com]
Sent: Wednesday, February 08, 2012 10:11 AM
To: 'Suzanne Henson'
Subject: RE: US98 & Whispering Pines Intersection

Suzanne,

This Project's design was approved by the council in 2010 and completed in 2010 as an additional design associated with the Whispering Pines Road Improvements. However, construction was put on hold in 2010 and part of 2011 as the City decided to move this project down slightly on the priority list. The last part of 2011 was spent getting approval from ALDOT to split the cost and approve the drawings. The Construction Engineering and Inspection and materials testing budget for this job is \$48,000.00. Please let me know if you have additional questions.



Thanks,

James H. Robertson, PE
Hutchinson, Moore & Rauch, LLC

2039 Main Street
P.O. Box 1127
Daphne, AL 36526
jaye@hmrengineers.com
(251)626-2626 (TEL)
(251)626-6934 (FAX)

From: Suzanne Henson [mailto:financesenioraccountant@daphneal.com]
Sent: Tuesday, February 07, 2012 7:07 PM
To: jaye@hmrengineers.com; 'Barbara Garner'
Subject: FW: US98 & Whispering Pines Intersection

Jaye
would you send me total engineering costs for this project

thanks

From: Richard Johnson [mailto:directorpw@daphneal.com]
Sent: Friday, February 03, 2012 1:15 PM
To: 'Suzanne Henson'; Jaye Robertson
Cc: 'Sandi Cushway'
Subject: RE: US98 & Whispering Pines Intersection

Jaye:

Please send me the completed bid tabs. Suzanne I will have you a memo of recommendation by Monday.

RDJ

Please note and save new email address

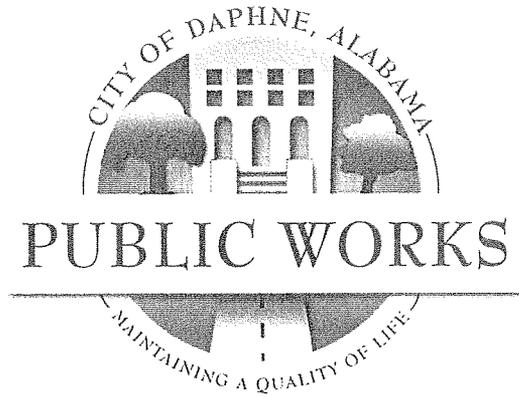
Richard D. Johnson, P.E.
Public Works Director
26435 Public Works Road
Daphne, AL 36526

Bailey Yelding, Jr.
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

Richard D. Johnson, P.E.
Director of Public Works



Tommie Conaway
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Kelly D. Reese
District 4

Ronald Scott
District 5

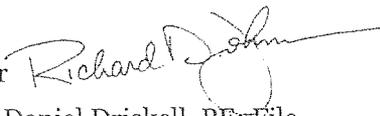
Derek Boulware
District 6

August Palumbo
District 7

Memorandum

To: Councilman Derek Boulware; Chairman, Finance Committee

Thru: The Honorable Mayor Bailey Yelding, Jr.

From: Richard D. Johnson, P.E.; Public Works Director 

CC: Finance; HMR – Jaye Robertson, PE; ALDOT – Daniel Driskell, PE; File

Date: February 6, 2012

Re: FY2012 – Capital Road Improvement Projects – Project 2012-A - Intersection of Whispering Pines Rd and US Hwy 98 (Additional Turn Lanes and Signalization Upgrade)

Mr. Mayor:

Based upon the bid tabulations provided by our City Engineer, HMR Engineers, on January 26, 2012, it is my recommendation to award the Contract to John G. Walton Construction Co., Inc. for the proposed Intersection Improvements of Whispering Pines Rd and US Hwy 98 (Additional Turn Lanes and Signalization Upgrade). They are the qualifying low bidder.

I further recommend the following appropriations be made:

• 50% of the construction cost of the intersection improvements:	\$322,368.08
• 100% cost of Additive Alternate – W.P. US Hwy 98 to Main St.:	\$ 32,395.96
• 50% of the Signalization Upgrade & Replacement – not to exceed: (ALDOT to manage under separate contract/agreement)	\$ 60,000.00
• Construction Engineering Inspection & Testing (HMR):	\$ 48,000.00
Total:	\$462,764.04

Yours,

RDJ



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

February 3, 2012

James H. Robertson, P. E.
Hutchinson, Moore & Rauch, LLC
P. O. Box 1127
Daphne, AL 36526

Dear Mr. Robertson:

Re: Bid Document No.: 2012-C-US Hwy 98 and Whispering Pines Road
Intersection Improvements

I have reviewed the documents referenced above and agree with your recommendation to award the contract to John G. Walton Construction Company for the total amount of \$677,132.11.

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

Respectfully,

Lee Reach, P. E.
Division Maintenance Engineer

LR/lr

c: Richard Johnson, P. E. (via email)
Daniel Driskell, P. E. (via email)
Frankie Smith (via email)
File

Jaye Robertson

From: Adam Lowery <adam@johngwalton.com>
Sent: Monday, January 30, 2012 3:28 PM
To: 'Jaye Robertson'
Subject: RE: Whispering Pines Road and US Hwy 98 Intersection Improvements

Jaye,

I have gone back and reviewed the pricing and we stand behind all of the prices that were submitted and there will be no problem adhering to the rate of application of the tack coat. We look forward to working with HMR and yourself on this project. Please let me know if any further information is needed.

Thanks

Adam L. Lowery, P.E.
Project Manager
John G. Walton Construction Company
Office: 251-342-6250
Cell: 251-455-6848
Fax: 251-342-6290

From: Jaye Robertson [<mailto:jaye@hmrengineers.com>]
Sent: Monday, January 30, 2012 1:56 PM
To: adam@johngwalton.com
Subject: Whispering Pines Road and US Hwy 98 Intersection Improvements

Adam,

I have reviewed the bids from Thursday's (1/26/2012) bid opening and I have found 5 items from your bid that appear to be irregular with the other bidder's proposals and our engineer's estimate.

They are as follows:

- | | |
|---|-----------------|
| 1) Unclassified Excavation (210-A) | \$ 1.12/CY |
| 2) Borrow Excavation, Select Fill (210-D) | \$ 1.12/CY(TBM) |
| 3) Borrow Excavation (Shoulders) (210-D) | \$ 1.12/CY |
| 4) Structure Excavation (214-A) | \$ 2.29/CY |
| 5) Tack Coat (405-A) | \$ 11.54/Gal |

Although we are not engaging in your pricing strategy, we are concerned with the large discrepancies noted. Please provide a letter confirming these prices as submitted on 1/26/2012. Furthermore, we want to clarify on item 21 Tack Coat (405-A). The quantity calculated on the bidder's proposal (420 Gallons) was based on an application rate of 0.05 gallons per square yard, which we intend to adhere to.

If you have any questions, please give me a call at 251-626-2626.

Thanks,

James H. Robertson, PE

Hutchinson, Moore & Rauch, LLC

2039 MAIN STREET

P.O. Box 1127



HUTCHINSON, MOORE & RAUCH, LLC

Post Office Box 1127
Daphne, Alabama 36526

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

January 31, 2012

Mayor Bailey Yelding, Jr.
City of Daphne
Post Office 400
Daphne, AL 36526

RE: Bid Document No.: 2012-C-US Hwy 98 and Whispering Pines Road
Intersection Improvements

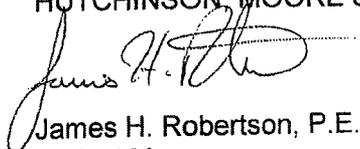
Dear Mayor Yelding:

Enclosed is the Tabulation of Bids received January 26, 2012 for the referenced project. Upon reviewing the Tabulation of Bids it was found that the low bidder, John G. Walton Construction Company, had five items that appeared to be irregular with the other bidder's proposals and our engineer's estimate. These items were brought to the low bidder's attention in an e-mail (attached), and they responded saying that their prices were correct and accurate as submitted.

Therefore, we recommend that you award the contract to John G. Walton Construction Company for the total amount of \$677,132.11 contingent upon the acceptance of the bid by the Alabama Department of Transportation.

Sincerely,

HUTCHINSON, MOORE & RAUCH, LLC


James H. Robertson, P.E.
Project Manager

cc: Richard D. Johnson, P.E. (City of Daphne)
Lee Reach, P.E. (9th Div. Maintenance Engineer ALDOT)

\blg
D2500\3429\ 12.019

Jaye Robertson

From: Adam Lowery <adam@johnqwalton.com>
Sent: Monday, January 30, 2012 3:28 PM
To: 'Jaye Robertson'
Subject: RE: Whispering Pines Road and US Hwy 98 Intersection Improvements

Jaye,

I have gone back and reviewed the pricing and we stand behind all of the prices that were submitted and there will be no problem adhering to the rate of application of the tack coat. We look forward to working with HMR and yourself on this project. Please let me know if any further information is needed.

Thanks

Adam L. Lowery, P.E.
Project Manager
John G. Walton Construction Company
Office: 251-342-6250
Cell: 251-455-6848
Fax: 251-342-6290

From: Jaye Robertson [<mailto:jaye@hmrengineers.com>]
Sent: Monday, January 30, 2012 1:56 PM
To: adam@johnqwalton.com
Subject: Whispering Pines Road and US Hwy 98 Intersection Improvements

Adam,

I have reviewed the bids from Thursday's (1/26/2012) bid opening and I have found 5 items from your bid that appear to be irregular with the other bidder's proposals and our engineer's estimate.

They are as follows:

- | | |
|---|-----------------|
| 1) Unclassified Excavation (210-A) | \$ 1.12/CY |
| 2) Borrow Excavation, Select Fill (210-D) | \$ 1.12/CY(TBM) |
| 3) Borrow Excavation (Shoulders) (210-D) | \$ 1.12/CY |
| 4) Structure Excavation (214-A) | \$ 2.29/CY |
| 5) Tack Coat (405-A) | \$ 11.54/Gal |

Although we are not engaging in your pricing strategy, we are concerned with the large discrepancies noted. Please provide a letter confirming these prices as submitted on 1/26/2012. Furthermore, we want to clarify on item 21 Tack Coat (405-A). The quantity calculated on the bidder's proposal (420 Gallons) was based on an application rate of 0.05 gallons per square yard, which we intend to adhere to.

If you have any questions, please give me a call at 251-626-2626.

Thanks,

James H. Robertson, PE

Hutchinson, Moore & Rauch, LLC

2039 MAIN STREET

P.O. Box 1127

**BID DOCUMENT NO.: 2012-C-US HIGHWAY 98-WHISPERING PINES ROAD INTERSECTION
CITY OF DAPHNE
JANUARY 26, 2012**

ITEM #	DESCRIPTION	HITCHINSON, MOORE & RAUCH, LLC Engineers • Surveyors • Land Planners			JOHN G. WALTON CONSTRUCTION CO., INC.			HOSEA O. WEAVER & SONS, INC.			ASPHALT SERVICES			SUMMIT INDUSTRIES, LLC		
		UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	ASPHALT REMOVAL (206-C)	SY	1,725	\$ 4.19	\$ 7,227.75	\$ 2.10	\$ 3,622.50	\$ 5.00	\$ 8,625.00	\$ 3.70	\$ 6,382.50					
2	CONCRETE SIDEWALK REMOVAL (206-C)	SY	400	\$ 6.08	\$ 2,432.00	\$ 3.16	\$ 1,264.00	\$ 4.00	\$ 1,600.00	\$ 5.55	\$ 2,220.00					
3	CONCRETE FLUME REMOVAL (206-D)	LF	930	\$ 3.25	\$ 3,022.50	\$ 1.36	\$ 1,264.80	\$ 5.00	\$ 4,650.00	\$ 5.55	\$ 5,161.50					
4	CONCRETE CURB REMOVAL (206-D)	LF	1,100	\$ 3.19	\$ 3,509.00	\$ 3.44	\$ 3,784.00	\$ 4.00	\$ 4,400.00	\$ 2.80	\$ 3,080.00					
5	CONCRETE CURB AND GUTTER REMOVAL (206-D)	LF	400	\$ 3.00	\$ 1,200.00	\$ 3.44	\$ 1,376.00	\$ 5.00	\$ 2,000.00	\$ 2.80	\$ 1,120.00					
6	REMOVAL OF 10" PVC PIPE (206-D)	LF	20	\$ 2.40	\$ 48.00	\$ 6.06	\$ 121.20	\$ 3.00	\$ 60.00	\$ 13.90	\$ 278.00					
7	REMOVAL OF 12" RCP PIPE (206-D)	LF	50	\$ 5.36	\$ 268.00	\$ 6.06	\$ 303.00	\$ 10.00	\$ 500.00	\$ 11.10	\$ 555.00					
8	REMOVAL OF 18" RCP PIPE (206-D)	LF	64	\$ 6.13	\$ 392.32	\$ 6.06	\$ 387.84	\$ 10.00	\$ 640.00	\$ 10.85	\$ 694.40					
9	REMOVAL OF 24" HDPE PIPE (206-D)	LF	125	\$ 5.64	\$ 705.00	\$ 6.07	\$ 758.75	\$ 12.00	\$ 1,500.00	\$ 11.10	\$ 1,387.50					
10	REMOVAL OF 30" CMP PIPE (206-D)	LF	16	\$ 6.95	\$ 111.20	\$ 6.06	\$ 96.96	\$ 15.00	\$ 240.00	\$ 17.35	\$ 277.60					
11	REMOVAL OF INLET (206-E)	EA	1	\$ 269.79	\$ 269.79	\$ 51.29	\$ 51.29	\$ 100.00	\$ 100.00	\$ 278.00	\$ 278.00					
12	CONCRETE HEADWALL REMOVAL (206-E)	EA	11	\$ 182.94	\$ 2,012.34	\$ 51.27	\$ 563.97	\$ 50.00	\$ 550.00	\$ 278.00	\$ 3,058.00					
13	UNCLASSIFIED EXCAVATION (210-A)	CY	3,550	\$ 1.12	\$ 3,976.00	\$ 7.99	\$ 28,364.50	\$ 5.00	\$ 17,750.00	\$ 4.20	\$ 14,910.00					
14	BORROW EXCAVATION, SELECT FILL (A-2-4 OR A-3 OR BETTER) (210-D)	CY (TBM)	2,900	\$ 1.12	\$ 3,248.00	\$ 6.11	\$ 17,719.00	\$ 8.00	\$ 23,200.00	\$ 7.05	\$ 20,445.00					
15	BORROW EXCAVATION (210-D)	CYP	1,700	\$ 1.12	\$ 1,904.00	\$ 8.73	\$ 14,841.00	\$ 8.00	\$ 13,600.00	\$ 4.25	\$ 7,225.00					
16	STRUCTURE EXCAVATION (214-A)	CY	150	\$ 2.29	\$ 343.50	\$ 15.97	\$ 2,395.50	\$ 7.00	\$ 1,050.00	\$ 13.85	\$ 2,077.50					
17	FOUNDATION BACKFILL, 5" THICK (COMMERCIAL #57) (214-B)	CY	150	\$ 52.52	\$ 7,878.00	\$ 49.82	\$ 7,473.00	\$ 42.00	\$ 6,300.00	\$ 49.55	\$ 7,432.50					
18	ROADBED PROCESSING (230-A)	STA	29.0	\$ 185.99	\$ 5,393.71	\$ 261.83	\$ 7,583.07	\$ 300.00	\$ 8,700.00	\$ 351.00	\$ 10,179.00					
19	CRUSHED AGGREGATE BASE, TYPE B, PLANT MIXED, 6"	SY	3,500	\$ 14.10	\$ 49,350.00	\$ 10.75	\$ 37,660.00	\$ 10.75	\$ 37,625.00	\$ 16.35	\$ 57,225.00					
20	AGGREGATE SURFACING (3" THICK) (305-B)	TON	300	\$ 34.11	\$ 10,233.00	\$ 38.81	\$ 11,643.00	\$ 32.00	\$ 9,600.00	\$ 1.00	\$ 300.00					
21	TACK COAT (405-A)	GAL	420	\$ 11.54	\$ 4,846.80	\$ 3.28	\$ 1,377.60	\$ 4.55	\$ 1,911.00	\$ 4.00	\$ 1,680.00					
22	MILLING/PLANING EXISTING PAVEMENT (1"-3" DEEP) (408-A)	SY	2,500	\$ 3.64	\$ 9,100.00	\$ 1.65	\$ 4,125.00	\$ 3.00	\$ 7,500.00	\$ 2.00	\$ 5,000.00					
23	BITUMINOUS LEVELING LAYER (410-A)	TON	60	\$ 85.75	\$ 5,145.00	\$ 103.33	\$ 6,199.80	\$ 90.00	\$ 5,400.00	\$ 115.00	\$ 6,900.00					
24	BITUMINOUS CONCRETE WEARING SURFACE, 1.5" COMPACTED THICKNESS (424-A)	TON	650	\$ 74.65	\$ 48,522.50	\$ 80.01	\$ 52,006.50	\$ 85.00	\$ 55,250.00	\$ 95.00	\$ 61,750.00					
25	BITUMINOUS CONCRETE UPPER BINDER LAYER (250#SY) (424-B)	TON	470	\$ 62.61	\$ 29,426.70	\$ 77.84	\$ 36,584.80	\$ 80.00	\$ 37,600.00	\$ 78.95	\$ 37,106.50					
26	BITUMINOUS CONCRETE LOWER BINDER LAYER (250#SY) (424-B)	TON	470	\$ 62.61	\$ 29,426.70	\$ 77.84	\$ 36,584.80	\$ 80.00	\$ 37,600.00	\$ 78.95	\$ 37,106.50					
27	BITUMINOUS CONCRETE LOWER BINDER LAYER (250#SY) (424-B)	TON	470	\$ 62.61	\$ 29,426.70	\$ 77.84	\$ 36,584.80	\$ 80.00	\$ 37,600.00	\$ 78.95	\$ 37,106.50					
28	18" RCP (530-A)	LF	800	\$ 20.98	\$ 16,784.00	\$ 24.54	\$ 19,632.00	\$ 28.47	\$ 22,776.00	\$ 26.10	\$ 20,880.00					
29	24" RCP (530-A)	LF	248	\$ 32.57	\$ 8,077.36	\$ 34.28	\$ 8,501.44	\$ 37.20	\$ 9,225.60	\$ 35.05	\$ 8,692.40					

BID DOCUMENT NO.: 2012-C-US HIGHWAY 98 WHISPERING PINES ROAD INTERSECTION
CITY OF DAPHNE
JANUARY 26, 2012

Hutchinson, Moore & Rauch, LLC Engineers * Surveyors * Land Planners		JOHN G. WALTON CONSTRUCTION CO., INC.		HOSEA O. WEAVER & SONS, INC.		ASPHALT SERVICES		SUMMIT INDUSTRIES, LLC	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
30	22"x 13.5" RCAP (530-A)	LF	48	\$ 36.26	\$ 1,740.48	\$ 112.61	\$ 5,405.28	\$ 38.12	\$ 1,829.76
31	29"x 18" RCAP (530-A)	LF	280	\$ 43.81	\$ 12,266.80	\$ 41.89	\$ 11,729.20	\$ 47.44	\$ 13,283.20
32	36"x23" RCAP (530-A)	LF	176	\$ 55.25	\$ 9,724.00	\$ 50.88	\$ 8,954.88	\$ 56.88	\$ 10,010.88
33	MOBILIZATION (600-A)	LS	1		\$ 68,664.43		\$ 68,735.49		\$ 35,000.00
34	6" UNDERDRAIN (M-10) (606-A)	LF	500	\$ 12.61	\$ 6,305.00	\$ 13.51	\$ 6,755.00	\$ 12.00	\$ 6,000.00
35	TYPE N-2 SPECIAL NOSES (614-A)	CY	20	\$ 280.80	\$ 5,616.00	\$ 292.29	\$ 5,845.80	\$ 250.00	\$ 5,000.00
36	6" THICK CONCRETE SLAB (COLORED, STAMPED AND SEALED) (614-A)	SY	100	\$ 50.76	\$ 5,076.00	\$ 79.72	\$ 7,972.00	\$ 82.50	\$ 8,250.00
37	CONCRETE SLOPE PAVING (FLUMEY) (4" THICK) (614-A)	CY	30	\$ 280.80	\$ 8,424.00	\$ 265.72	\$ 7,971.60	\$ 275.00	\$ 8,250.00
38	CONCRETE SIDEWALKS, 6' WIDE (618-A)	SY	415	\$ 36.64	\$ 14,790.60	\$ 28.70	\$ 11,910.60	\$ 27.50	\$ 11,412.50
39	CONNECT TO EXISTING INLET	EA	2	\$ 418.95	\$ 837.90	\$ 379.21	\$ 758.42	\$ 300.00	\$ 600.00
40	MODIFY INLET	EA	2	\$ 1,982.60	\$ 3,965.20	\$ 1,594.32	\$ 3,188.64	\$ 1,200.00	\$ 2,400.00
41	18" PIPE END TREATMENT (6:1) (619-A)	EA	1	\$ 810.00	\$ 810.00	\$ 690.87	\$ 690.87	\$ 300.00	\$ 300.00
42	24" PIPE END TREATMENT (6:1) (619-A)	EA	1	\$ 864.00	\$ 864.00	\$ 797.16	\$ 797.16	\$ 325.00	\$ 325.00
43	22"x13.5" PIPE END TREATMENT (3:1) (619-B)	EA	1	\$ 648.00	\$ 648.00	\$ 531.44	\$ 531.44	\$ 400.00	\$ 400.00
44	36"x23" PIPE END TREATMENT (6:1) (619-B)	EA	2	\$ 1,134.00	\$ 2,268.00	\$ 956.59	\$ 1,913.18	\$ 450.00	\$ 900.00
45	JUNCTION BOX (621-A)	EA	3	\$ 1,742.18	\$ 5,226.54	\$ 1,464.89	\$ 4,394.67	\$ 1,800.00	\$ 5,400.00
46	WEIR INLET (621-C)	EA	2	\$ 1,696.94	\$ 3,393.88	\$ 1,550.02	\$ 3,100.04	\$ 1,950.00	\$ 3,900.00
47	TYPE "S" SINGLE WING INLET (621-C)	EA	2	\$ 2,594.49	\$ 5,188.98	\$ 2,787.44	\$ 5,574.88	\$ 1,800.00	\$ 3,600.00
48	TYPE "S" DOUBLE WING INLET (621-C)	EA	1	\$ 2,702.49	\$ 2,702.49	\$ 3,000.03	\$ 3,000.03	\$ 2,200.00	\$ 2,200.00
49	GRATE INLET TYPE B (621-G)	EA	3	\$ 1,963.48	\$ 5,890.44	\$ 1,932.09	\$ 5,796.27	\$ 2,200.00	\$ 6,600.00
50	GRATE INLET TYPE C (621-G)	EA	1	\$ 2,022.99	\$ 2,022.99	\$ 1,992.91	\$ 1,992.91	\$ 2,200.00	\$ 2,200.00
51	GRATE INLET TYPE Y (621-G)	EA	2	\$ 2,700.00	\$ 5,400.00	\$ 2,370.53	\$ 4,741.06	\$ 2,200.00	\$ 4,400.00
52	SANITARY SEWER MANHOLE ADJUSTMENTS (622-A)	EA	1	\$ 952.14	\$ 952.14	\$ 558.01	\$ 558.01	\$ 3,000.00	\$ 3,000.00
53	CONCRETE CURB TYPE M-2 (623-B)	LF	2,000	\$ 11.66	\$ 23,320.00	\$ 12.49	\$ 24,980.00	\$ 13.00	\$ 26,000.00
54	TYPE N CURB (623-B)	LF	100	\$ 12.96	\$ 1,296.00	\$ 13.82	\$ 1,382.00	\$ 16.00	\$ 1,600.00
55	UTILITY VALVE BOX ADJUSTMENT (640-B)	EA	5	\$ 230.37	\$ 1,151.85	\$ 128.34	\$ 641.70	\$ 88.15	\$ 440.75
56	RELOCATE HYDRANT (641-E)	EA	1	\$ 3,410.14	\$ 3,410.14	\$ 3,700.45	\$ 3,700.45	\$ 1,500.00	\$ 1,500.00
57	FIRE HYDRANT EXTENSION (641-F)	LF	8	\$ 123.27	\$ 986.16	\$ 176.28	\$ 1,410.24	\$ 670.00	\$ 5,360.00
58	TOPSOIL, 3" COMPACTED THICKNESS (650-A)	CY	600	\$ 10.23	\$ 6,138.00	\$ 15.22	\$ 9,132.00	\$ 15.00	\$ 9,000.00

**BID DOCUMENT NO.: 2012-C-US HIGHWAY 98-WHISPERING PINES ROAD INTERSECTION
CITY OF DAPHNE
JANUARY 26, 2012**

ITEM #	DESCRIPTION	HUTCHINSON, MOORE & RAUCH, LLC Engineers - Surveyors - Land Planners			JOHN G. WALTON CONSTRUCTION CO., INC.			HOSEA O. WEAVER & SONS, INC.			ASPHALT SERVICES			SUMMIT INDUSTRIES, LLC		
		UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
59	SEEDING (662-A)	ACRE	2.0	\$ 1,561.33	\$ 3,122.66	\$ 1,270.14	\$ 2,540.28	\$ 1,200.00	\$ -2,400.00	\$ 1,260.00	\$ 2,520.00					
60	SOLID SODDING (654-A)	SY	5,000	\$ 3.94	\$ 19,700.00	\$ 2.67	\$ 13,350.00	\$ 4.50	\$ 22,500.00	\$ 3.50	\$ 17,500.00					
61	MULCHING (656-A)	ACRE	2.0	\$ 1,218.00	\$ 2,436.00	\$ 568.57	\$ 1,117.14	\$ 1,200.00	\$ -2,400.00	\$ 910.00	\$ 1,820.00					
62	POLYETHYLENE SHEETING (665-E)	SY	3,000	\$ 1.03	\$ 3,090.00	\$ 0.81	\$ 2,430.00	\$ 1.00	\$ 3,000.00	\$ 0.01	\$ 30.00					
63	SAND BAGS (665-G)	EA	60	\$ 6.49	\$ 389.40	\$ 4.18	\$ 250.80	\$ 3.00	\$ 180.00	\$ 5.15	\$ 309.00					
64	SILT FENCE, TYPE A (665-I)	LF	600	\$ 3.38	\$ 2,028.00	\$ 1.97	\$ 1,182.00	\$ 5.00	\$ 3,000.00	\$ 4.35	\$ 2,610.00					
65	SILT FENCE (665-O)	LF	600	\$ 1.49	\$ 894.00	\$ 1.01	\$ 606.00	\$ 1.00	\$ 600.00	\$ 2.05	\$ 1,230.00					
66	BLOCK AND GRAVEL INLET PROTECTION (665-P)	EA	3	\$ 635.25	\$ 1,905.75	\$ 333.20	\$ 999.60	\$ 150.00	\$ -450.00	\$ 333.00	\$ 999.00					
67	WATTLES (665-Q)	LF	550	\$ 6.36	\$ 3,498.00	\$ 5.61	\$ 3,085.50	\$ 12.00	\$ 6,600.00	\$ 4.75	\$ 2,612.50					
68	CONSTRUCTION FENCE (674-A)	LF	800	\$ 1.93	\$ 1,544.00	\$ 1.41	\$ 1,128.00	\$ 2.00	\$ 1,600.00	\$ 2.85	\$ 2,280.00					
69	ENGINEERING CONTROLS (680-A)	LS	1		\$ 9,095.40		\$ 3,464.37		\$ 10,000.00		\$ 10,930.00					
70	SOLID WHITE STRIPE, CLASS 2, TYPE A, 5" WIDE, 0.09" THICK (701-A)	MILE	1	\$ 3,240.00	\$ 3,240.00	\$ 3,188.63	\$ 3,188.63	\$ 3,225.00	\$ 3,225.00	\$ 3,000.00	\$ 3,000.00					
71	SOLID YELLOW STRIPE, CLASS 2, TYPE A, 5" WIDE, 0.09" THICK (701-A)	MILE	1	\$ 3,240.00	\$ 3,240.00	\$ 3,188.63	\$ 3,188.63	\$ 3,225.00	\$ 3,225.00	\$ 3,000.00	\$ 3,000.00					
72	SOLID YELLOW STRIPE, CLASS 2, TYPE A, DOUBLE, 5" WIDE, 0.09" THICK (701-A)	MILE	0.25	\$ 3,240.00	\$ 810.00	\$ 3,188.64	\$ 797.16	\$ 3,225.00	\$ 806.25	\$ 3,000.00	\$ 750.00					
73	DOTTED WHITE STRIPE, CLASS 2, TYPE A, 5" WIDE, 0.09" THICK (701-B)	LF	400	\$ 1.08	\$ 432.00	\$ 1.06	\$ 424.00	\$ 1.15	\$ 460.00	\$ 1.00	\$ 400.00					
74	DOTTED YELLOW STRIPE, CLASS 2, TYPE A, 5" WIDE, 0.09" THICK (701-B)	LF	480	\$ 1.08	\$ 518.40	\$ 1.06	\$ 508.80	\$ 1.15	\$ 552.00	\$ 1.00	\$ 480.00					
75	SOLID WHITE TEMPORARY TRAFFIC STRIPE, PAINT, 4" WIDE (701-C)	MILE	1	\$ 1,080.00	\$ 1,080.00	\$ 1,062.88	\$ 1,062.88	\$ 1,025.00	\$ 1,025.00	\$ 1,000.00	\$ 1,000.00					
76	SOLID YELLOW TEMPORARY TRAFFIC STRIPE, PAINT, 6" WIDE (701-C)	MILE	1	\$ 1,080.00	\$ 1,080.00	\$ 1,062.88	\$ 1,062.88	\$ 1,025.00	\$ 1,025.00	\$ 1,000.00	\$ 1,000.00					
77	SOLID YELLOW (DOUBLE) TEMPORARY TRAFFIC STRIPE, PAINT, 6" WIDE (701-C)	MILE	0.25	\$ 540.00	\$ 135.00	\$ 531.44	\$ 132.86	\$ 750.00	\$ 187.50	\$ 500.00	\$ 125.00					
78	SOLID YELLOW TRAFFIC STRIPE REMOVAL (PLASTIC) (701-D)	MILE	0.75	\$ 2,160.00	\$ 1,620.00	\$ 2,125.75	\$ 1,594.31	\$ 2,300.00	\$ 1,725.00	\$ 2,000.00	\$ 1,500.00					
79	SOLID WHITE TRAFFIC STRIPE REMOVAL (PLASTIC) (701-D)	MILE	0.75	\$ 2,160.00	\$ 1,620.00	\$ 2,125.75	\$ 1,594.31	\$ 2,300.00	\$ 1,725.00	\$ 2,000.00	\$ 1,500.00					
80	DOTTED YELLOW TRAFFIC STRIPE REMOVAL (PLASTIC) (701-F)	LF	250	\$ 1.08	\$ 270.00	\$ 1.06	\$ 265.00	\$ 2.00	\$ 500.00	\$ 1.00	\$ 250.00					
81	DOTTED WHITE TRAFFIC STRIPE REMOVAL (PLASTIC) (701-F)	LF	800	\$ 1.08	\$ 864.00	\$ 1.06	\$ 848.00	\$ 2.00	\$ 1,600.00	\$ 1.00	\$ 800.00					

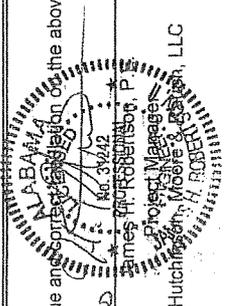
**BID DOCUMENT NO.: 2012-C-US-HIGHWAY 98-WHISPERING PINES ROAD-INTERSECTION
CITY OF DAPHNE
JANUARY 26, 2012**

ITEM #	DESCRIPTION	HUTCHINSON, MOORE & RAUCH, LLC Engineers ♦ Surveyors ♦ Land Planners			JOHN G. WALTON CONSTRUCTION CO., INC.			HOSEA O. WEAVER & SONS, INC.			ASPHALT SERVICES			SUMMIT INDUSTRIES, LLC		
		UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
82	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (24" WIDE) (70A-G)	LF	600	\$ 7.56	\$ 4,536.00	\$ 7.44	\$ 4,464.00	\$ 7.50	\$ 4,500.00	\$ 7.00	\$ 4,200.00					
83	SOLID WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE (24" WIDE) (701-G)	LF	800	\$ 7.56	\$ 6,048.00	\$ 7.44	\$ 5,952.00	\$ 7.50	\$ 6,000.00	\$ 7.00	\$ 5,600.00					
84	SOLID WHITE TRAFFIC STRIPE REMOVED (PLASTIC) (24" WIDE) (701-H)	LF	26	\$ 5.40	\$ 140.40	\$ 5.31	\$ 138.06	\$ 5.25	\$ 136.50	\$ 5.00	\$ 130.00					
85	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, CHANNEL LINE (8") (703-A)	SF	350	\$ 4.32	\$ 1,512.00	\$ 4.25	\$ 1,487.50	\$ 4.50	\$ 1,575.00	\$ 4.00	\$ 1,400.00					
86	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, STOP BAR (24") (703-A)	SF	260	\$ 4.32	\$ 1,123.20	\$ 4.25	\$ 1,105.00	\$ 4.50	\$ 1,170.00	\$ 4.00	\$ 1,040.00					
87	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, ARROW (703-A)	SF	220	\$ 4.32	\$ 950.40	\$ 4.25	\$ 935.00	\$ 4.50	\$ 990.00	\$ 4.00	\$ 880.00					
88	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (ONLY) (703-B)	SF	180	\$ 4.32	\$ 777.60	\$ 4.25	\$ 765.00	\$ 4.50	\$ 810.00	\$ 4.00	\$ 720.00					
89	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A, YIELD (703-B)	SF	33	\$ 4.32	\$ 142.56	\$ 4.25	\$ 140.25	\$ 4.50	\$ 148.50	\$ 4.00	\$ 132.00					
90	REMOVAL OF TRAFFIC CONTROL MARKINGS, PLASTIC (703-C)	SF	99	\$ 3.24	\$ 320.76	\$ 3.19	\$ 315.81	\$ 3.25	\$ 321.75	\$ 3.00	\$ 297.00					
91	REMOVAL OF TRAFFIC CONTROL LEGENDS, PLASTIC (703-C)	SF	112	\$ 3.24	\$ 362.88	\$ 3.19	\$ 357.28	\$ 3.25	\$ 364.00	\$ 3.00	\$ 336.00					
92	REFLECTIVE PAVEMENT MARKERS CLASS A-H, TYPE 2-C (705-A)	EA	200	\$ 4.86	\$ 972.00	\$ 4.78	\$ 956.00	\$ 4.75	\$ 950.00	\$ 4.50	\$ 900.00					
93	REFLECTIVE PAVEMENT MARKERS CLASS A-H, TYPE 2-D (705-A)	EA	50	\$ 4.86	\$ 243.00	\$ 4.78	\$ 239.00	\$ 4.75	\$ 237.50	\$ 4.50	\$ 225.00					
94	REFLECTIVE PAVEMENT MARKERS CLASS A-H, TYPE 2-E (705-A)	EA	200	\$ 4.86	\$ 972.00	\$ 4.78	\$ 956.00	\$ 4.75	\$ 950.00	\$ 4.50	\$ 900.00					
95	ROADWAY SIGN POST (33 U CHANNEL GALVANIZED STEEL) (710-B)	LF	250	\$ 10.26	\$ 2,565.00	\$ 10.36	\$ 2,590.00	\$ 15.00	\$ 3,750.00	\$ 20.25	\$ 5,062.50					
96	CONSTRUCTION SIGNS (740-B)	SF	946	\$ 8.10	\$ 7,662.60	\$ 6.64	\$ 6,281.44	\$ 7.50	\$ 7,095.00	\$ 21.25	\$ 20,102.50					
97	CHANNELIZING DRUMS (740-D)	EA	100	\$ 3.68	\$ 368.00	\$ 3.54	\$ 345.40	\$ 65.00	\$ 6,500.00	\$ 42.50	\$ 4,250.00					
98	CONES (36" HIGH) (740-E)	EA	50	\$ 7.37	\$ 368.50	\$ 9.57	\$ 478.50	\$ 25.00	\$ 1,250.00	\$ 0.01	\$ 0.50					
99	BALLAST FOR CONES (740-M)	EA	50	\$ 7.37	\$ 368.50	\$ 5.05	\$ 252.50	\$ 2.00	\$ 100.00	\$ 0.01	\$ 0.50					
100	DIGITAL MESSAGE BOARD (742-A)	EA	1	\$ 3,116.66	\$ 3,116.66	\$ 2,944.17	\$ 2,944.17	\$ 8,250.00	\$ 8,250.00	\$ 3,020.00	\$ 3,020.00					
101	RELOCATION ELECTRICAL JUNCTION BOX (750-C)	EA	6	\$ 513.00	\$ 3,078.00	\$ 504.87	\$ 3,029.22	\$ 520.00	\$ 3,120.00	\$ 475.00	\$ 2,850.00					
102	RELOCATE LUMINAIRE ASSEMBLY (750-1)	EA	6	\$ 1,296.00	\$ 7,776.00	\$ 1,275.45	\$ 7,652.70	\$ 1,340.00	\$ 7,860.00	\$ 1,200.00	\$ 7,200.00					
103	FOUNDATION REMOVAL EXISTING LUMINAIRE ASSEMBLY (750-M)	EA	6	\$ 432.00	\$ 2,592.00	\$ 425.15	\$ 2,550.90	\$ 440.00	\$ 2,640.00	\$ 400.00	\$ 2,400.00					
104	HIGH MOUNT POLE CONCRETE FOUNDATION (750-N)	EA	6	\$ 2,700.00	\$ 16,200.00	\$ 2,657.19	\$ 15,943.14	\$ 2,725.00	\$ 16,350.00	\$ 2,500.00	\$ 15,000.00					
105	COMBINED DUCT AND CABLE FOR LUMINAIRE (750-P)	LF	300	\$ 8.64	\$ 2,592.00	\$ 8.50	\$ 2,550.00	\$ 8.90	\$ 2,670.00	\$ 8.00	\$ 2,400.00					
106	TRAFFIC SIGNS	LS	1		\$ 879.25		\$ 2,719.90		\$ 700.00		\$ 546.00					

BID DOCUMENT NO.: 2012-C-US HIGHWAY 98 WHISPERING PINES ROAD INTERSECTION
CITY OF DAPHNE
JANUARY 26, 2012

ITEM #	DESCRIPTION	UNIT	QTY	JOHN G. WALTON CONSTRUCTION CO., INC.		HOSEA O. WEAVER & SONS, INC.		ASPHALT SERVICES		SUMMIT INDUSTRIES, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
107	UTILITY RELOCATION (265 LF OF 10" WATERLINE) (INCLUDES NEW TAPPING VALVE AND SLEEVE)	LS	1		\$ 23,075.26		\$ 18,248.49		\$ 9,825.00		\$ 12,650.00
108	UTILITY RELOCATION ADJUSTMENT (GAS LINE) (G-1)	LS	1		\$ 1.08		\$ 6,252.23		\$ 3,500.00		\$ 1,500.00
ADDITIVE ALTERNATE - RESURFACING OF WHISPERING PINES FROM CIVIC CENTER TO MAIN STREET											
109	MILING/PLANING EXISTING PAVEMENT (1" - 3" DEEP) (408-A)	SY	2,000	\$ 3.64	\$ 7,280.00	\$ 1.65	\$ 3,300.00	\$ 3.00	\$ 6,000.00	\$ 2.00	\$ 4,000.00
110	BITUMINOUS CONCRETE WEARING SURFACE, 1.5" COMPACTED THICKNESS (424-A)	TON	220	\$ 71.93	\$ 15,824.60	\$ 80.01	\$ 17,602.20	\$ 85.00	\$ 18,700.00	\$ 95.00	\$ 20,900.00
111	UTILITY VALVE BOX ADJUSTMENT (640-B)	EA	4	\$ 424.09	\$ 1,696.36	\$ 128.34	\$ 513.36	\$ 75.00	\$ 300.00	\$ 231.00	\$ 924.00
112	TOPSOIL, 3" COMPACTED THICKNESS (650-A)	CY	100	\$ 10.23	\$ 1,023.00	\$ 15.22	\$ 1,522.00	\$ 12.00	\$ 1,200.00	\$ 14.10	\$ 1,410.00
113	SOLID SODDING (654-A)	SY	800	\$ 4.30	\$ 3,440.00	\$ 2.67	\$ 2,136.00	\$ 5.00	\$ 4,000.00	\$ 3.50	\$ 2,800.00
114	SOLID WHITE STRIPE, CLASS 2, TYPE A (701-A)	MILE	0.32	\$ 3,240.00	\$ 1,036.80	\$ 3,188.63	\$ 1,020.36	\$ 4,000.00	\$ 1,280.00	\$ 3,000.00	\$ 960.00
115	SOLID YELLOW STRIPE, CLASS 2, TYPE A, DOUBLE, 6" WIDE, 0.09" THICK (701-A)	MILE	0.16	\$ 5,400.00	\$ 864.00	\$ 5,314.38	\$ 850.30	\$ 5,500.00	\$ 880.00	\$ 5,000.00	\$ 800.00
116	SOLID YELLOW (DOUBLE) TEMPORARY TRAFFIC STRIPE, PAINT, 6" WIDE (701-C)	MILE	0.16	\$ 1,620.00	\$ 259.20	\$ 1,594.31	\$ 255.09	\$ 1,575.00	\$ 252.00	\$ 1,500.00	\$ 240.00
117	REFLECTIVE PAVEMENT MARKERS CLASS A-H, TYPE 2-D (705-A)	EA	200	\$ 4.86	\$ 972.00	\$ 4.78	\$ 956.00	\$ 5.00	\$ 1,000.00	\$ 4.50	\$ 900.00
				TOTAL AMOUNT		\$ 677,132.11		\$ 714,178.40		\$ 737,597.34	

We hereby certify this to be a true and correct rendition of the above named project.



 James H. Robertson, P.E.
 Project Manager
 Hutchingson, Moore & Rauch, LLC

**BID DOCUMENT NO.: 2012-C-US HIGHWAY 98 WHISPERING PINES ROAD-INTERSECTION
CITY OF DAPHNE
JANUARY 26, 2012**



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

ITEM #	DESCRIPTION	ROADS INC. OF NWF			GULF EQUIPMENT CORPORATION			DELTA-CIVIL DEVELOPERS, INC.			AMMONS & BLACKMON CONSTRUCTION		
		UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ASPHALT REMOVAL (206-C)	SY	1,725	\$ 2.00	\$ 3,450.00	\$ 1.85	\$ 3,191.25	\$ 10.00	\$ 17,250.00	\$ 6.00	\$ 10,350.00		
2	CONCRETE SIDEWALK REMOVAL (206-C)	SY	400	\$ 6.00	\$ 2,400.00	\$ 9.48	\$ 3,792.00	\$ 10.00	\$ 4,000.00	\$ 4.50	\$ 1,800.00		
3	CONCRETE FLUME REMOVAL (206-D)	LF	930	\$ 5.00	\$ 4,650.00	\$ 4.22	\$ 3,924.60	\$ 5.00	\$ 4,650.00	\$ 2.60	\$ 2,418.00		
4	CONCRETE CURB REMOVAL (206-D)	LF	1,100	\$ 5.00	\$ 5,500.00	\$ 4.22	\$ 4,642.00	\$ 8.00	\$ 8,800.00	\$ 2.08	\$ 2,288.00		
5	CONCRETE CURB AND GUTTER-REMOVAL (206-D)	LF	400	\$ 6.00	\$ 2,400.00	\$ 5.27	\$ 2,108.00	\$ 10.00	\$ 4,000.00	\$ 2.08	\$ 832.00		
6	REMOVAL OF 10" PVC PIPE (206-D)	LF	20	\$ 5.00	\$ 100.00	\$ 9.48	\$ 189.60	\$ 15.00	\$ 300.00	\$ 9.00	\$ 180.00		
7	REMOVAL OF 12" RCP PIPE (206-D)	LF	50	\$ 7.00	\$ 350.00	\$ 9.48	\$ 474.00	\$ 12.00	\$ 600.00	\$ 9.00	\$ 450.00		
8	REMOVAL OF 18" RCP PIPE (206-D)	LF	64	\$ 21.00	\$ 1,344.00	\$ 9.48	\$ 606.72	\$ 12.00	\$ 768.00	\$ 9.00	\$ 576.00		
9	REMOVAL OF 24" HDPE PIPE (206-D)	LF	125	\$ 26.00	\$ 3,250.00	\$ 9.48	\$ 1,185.00	\$ 10.00	\$ 1,250.00	\$ 9.00	\$ 1,125.00		
10	REMOVAL OF 30" CMP PIPE (206-D)	LF	16	\$ 40.00	\$ 640.00	\$ 9.48	\$ 151.68	\$ 10.00	\$ 160.00	\$ 12.00	\$ 192.00		
11	REMOVAL OF INLET (206-E)	EA	1	\$ 250.00	\$ 250.00	\$ 315.79	\$ 315.79	\$ 750.00	\$ 750.00	\$ 200.00	\$ 200.00		
12	CONCRETE HEADWALL REMOVAL (206-E)	EA	11	\$ 200.00	\$ 2,200.00	\$ 421.06	\$ 4,631.66	\$ 500.00	\$ 5,500.00	\$ 100.00	\$ 1,100.00		
13	UNCLASSIFIED EXCAVATION (210-A)	CY	3,550	\$ 9.00	\$ 31,950.00	\$ 5.27	\$ 18,708.50	\$ 10.00	\$ 35,500.00	\$ 9.00	\$ 31,950.00		
14	BORROW EXCAVATION, SELECT FILL (A-2-4 OR A-3 OR BETTER) (210-D)	CY (TBM)	2,900	\$ 8.50	\$ 24,650.00	\$ 10.53	\$ 30,537.00	\$ 9.10	\$ 26,380.00	\$ 12.00	\$ 34,800.00		
15	BORROW EXCAVATION (210-D)	CYP	1,700	\$ 12.00	\$ 20,400.00	\$ 14.74	\$ 25,058.00	\$ 13.50	\$ 22,950.00	\$ 17.00	\$ 28,900.00		
16	STRUCTURE EXCAVATION (214-A)	CY	150	\$ 11.00	\$ 1,650.00	\$ 8.43	\$ 1,264.50	\$ 10.00	\$ 1,500.00	\$ 12.00	\$ 1,800.00		
17	FOUNDATION BACKFILL, 5" THICK (COMMERCIAL #57) (214-B)	CY	150	\$ 60.00	\$ 9,000.00	\$ 62.11	\$ 9,316.50	\$ 52.00	\$ 7,800.00	\$ 63.00	\$ 9,450.00		
18	ROADBED PROCESSING (230-A)	STA	29.0	\$ 275.00	\$ 7,975.00	\$ 178.95	\$ 5,189.55	\$ 250.00	\$ 7,250.00	\$ 650.00	\$ 18,850.00		
19	CRUSHED AGGREGATE BASE, TYPE B, PLANT MIXED, 6"	SY	3,500	\$ 16.00	\$ 56,000.00	\$ 14.22	\$ 49,770.00	\$ 16.00	\$ 56,000.00	\$ 17.85	\$ 62,475.00		
20	AGGREGATE SURFACING (3" THICK) (305-B)	TON	300	\$ 55.00	\$ 16,500.00	\$ 47.37	\$ 14,211.00	\$ 50.00	\$ 15,000.00	\$ 54.70	\$ 16,410.00		
21	TACK COAT (405-A)	GAL	420	\$ 3.50	\$ 1,470.00	\$ 4.22	\$ 1,772.40	\$ 4.12	\$ 1,730.40	\$ 6.00	\$ 2,520.00		
22	MILLING/PLANING EXISTING PAVEMENT (1"- 3" DEEP) (408-A)	SY	2,500	\$ 1.75	\$ 4,375.00	\$ 1.58	\$ 3,950.00	\$ 2.06	\$ 5,150.00	\$ 3.20	\$ 8,000.00		
23	BITUMINOUS LEVELING LAYER (410-A)	TON	60	\$ 95.00	\$ 5,700.00	\$ 105.27	\$ 6,316.20	\$ 118.55	\$ 7,113.00	\$ 120.00	\$ 7,200.00		
24	BITUMINOUS CONCRETE WEARING SURFACE, 1.5" COMPACTED THICKNESS (424-A)	TON	650	\$ 85.00	\$ 55,250.00	\$ 84.22	\$ 54,743.00	\$ 97.93	\$ 63,654.50	\$ 110.00	\$ 71,500.00		
25	BITUMINOUS CONCRETE UPPER BINDER LAYER (250#/SY) (424-B)	TON	470	\$ 79.00	\$ 37,130.00	\$ 84.22	\$ 39,583.40	\$ 97.93	\$ 46,027.10	\$ 98.00	\$ 46,060.00		
26	BITUMINOUS CONCRETE LOWER BINDER LAYER (250#/SY) (424-B)	TON	470	\$ 79.00	\$ 37,130.00	\$ 84.22	\$ 39,583.40	\$ 97.93	\$ 46,027.10	\$ 98.00	\$ 46,060.00		
27	BITUMINOUS CONCRETE LOWER BINDER LAYER (250#/SY) (424-B)	TON	470	\$ 79.00	\$ 37,130.00	\$ 84.22	\$ 39,583.40	\$ 97.93	\$ 46,027.10	\$ 98.00	\$ 46,060.00		
28	18" RCP (530-A)	LF	800	\$ 33.00	\$ 26,400.00	\$ 32.64	\$ 26,112.00	\$ 53.50	\$ 42,800.00	\$ 46.00	\$ 36,800.00		
29	24" RCP (530-A)	LF	248	\$ 42.00	\$ 10,416.00	\$ 42.11	\$ 10,443.28	\$ 62.00	\$ 15,376.00	\$ 57.70	\$ 14,309.60		

BID DOCUMENT NO.: 2012-C-US HIGHWAY 98 WHISPERING PINES ROAD INTERSECTION
CITY OF DAPHNE
JANUARY 26, 2012



Hutchinson, Moore & Rauch, LLC
 Engineers -> Surveyors & Land Planners

ROADS INC. OF NWF

GULFEQUIPMENT CORPORATION

DELTA CIVIL DEVELOPERS, INC.

AMMONS & BLACKMON CONSTRUCTION

ITEM #	DESCRIPTION	ROADS INC. OF NWF		GULFEQUIPMENT CORPORATION		DELTA CIVIL DEVELOPERS, INC.		AMMONS & BLACKMON CONSTRUCTION			
		UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
30	22"x 13.5" RCAP (630-A)	LF	48	\$ 60.00	\$ 2,880.00	\$ 45.27	\$ 2,172.96	\$ 75.00	\$ 3,600.00	\$ 63.00	\$ 3,024.00
31	29"x 18" RCAP (530-A)	LF	280	\$ 61.00	\$ 17,080.00	\$ 52.64	\$ 14,739.20	\$ 80.65	\$ 22,582.00	\$ 71.60	\$ 20,048.00
32	36"x23" RCAP (530-A)	LF	176	\$ 80.00	\$ 14,080.00	\$ 63.76	\$ 11,116.16	\$ 87.00	\$ 15,312.00	\$ 73.00	\$ 12,848.00
33	MOBILIZATION (600-A)	LS	1		\$ 49,000.00		\$ 89,473.69		\$ 53,000.00		\$ 50,000.00
34	6" UNDERDRAIN (M-10) (606-A)	LF	500	\$ 20.00	\$ 10,000.00	\$ 32.64	\$ 16,320.00	\$ 5.00	\$ 2,500.00	\$ 18.00	\$ 9,000.00
35	TYPE N-2 SPECIAL NOSES (614-A)	CY	20	\$ 275.00	\$ 5,500.00	\$ 316.18	\$ 6,323.60	\$ 340.00	\$ 6,800.00	\$ 435.00	\$ 8,700.00
36	6" THICK CONCRETE SLAB (COLORED, STAMPED AND SEALED) (614-A)	SY	100	\$ 55.00	\$ 5,500.00	\$ 104.20	\$ 10,420.00	\$ 77.00	\$ 7,700.00	\$ 138.00	\$ 13,800.00
37	CONCRETE SLOPE PAVING (FLUME) (4" THICK) (614-A)	CY	30	\$ 250.00	\$ 7,500.00	\$ 274.35	\$ 8,230.50	\$ 258.00	\$ 7,740.00	\$ 425.00	\$ 12,750.00
38	CONCRETE SIDEWALKS, 6" WIDE (618-A)	SY	415	\$ 40.00	\$ 16,600.00	\$ 36.46	\$ 15,130.90	\$ 30.00	\$ 12,450.00	\$ 45.00	\$ 18,675.00
39	CONNECT TO EXISTING INLET	EA	2	\$ 600.00	\$ 1,200.00	\$ 388.89	\$ 777.78	\$ 515.50	\$ 1,031.00	\$ 900.00	\$ 1,800.00
40	MODIFY INLET	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 1,740.27	\$ 3,480.54	\$ 1,237.00	\$ 2,474.00	\$ 1,000.00	\$ 2,000.00
41	18" PIPE END TREATMENT (6:1) (619-A)	EA	1	\$ 900.00	\$ 900.00	\$ 1,041.95	\$ 1,041.95	\$ 438.00	\$ 438.00	\$ 750.00	\$ 750.00
42	24" PIPE END TREATMENT (6:1) (619-A)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,373.07	\$ 1,373.07	\$ 490.00	\$ 490.00	\$ 825.00	\$ 825.00
43	22"x13.5" PIPE END TREATMENT (3:1) (619-B)	EA	1	\$ 900.00	\$ 900.00	\$ 408.70	\$ 408.70	\$ 438.00	\$ 438.00	\$ 750.00	\$ 750.00
44	36"x23" PIPE END TREATMENT (6:1) (619-B)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,980.49	\$ 3,960.98	\$ 593.00	\$ 1,186.00	\$ 850.00	\$ 1,700.00
45	JUNCTION BOX (621-A)	EA	3	\$ 2,200.00	\$ 6,600.00	\$ 1,764.45	\$ 5,293.35	\$ 2,700.00	\$ 8,100.00	\$ 2,700.00	\$ 8,100.00
46	WEIR INLET (621-C)	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 1,850.00	\$ 3,700.00	\$ 2,500.00	\$ 5,000.00	\$ 2,700.00	\$ 5,400.00
47	TYPE "S" SINGLE WING INLET (621-C)	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 2,992.22	\$ 5,984.44	\$ 3,500.00	\$ 7,000.00	\$ 3,200.00	\$ 6,400.00
48	TYPE "S" DOUBLE WING INLET (621-C)	EA	1	\$ 3,250.00	\$ 3,250.00	\$ 3,232.50	\$ 3,232.50	\$ 3,750.00	\$ 3,750.00	\$ 3,600.00	\$ 3,600.00
49	GRATE INLET TYPE B (621-G)	EA	3	\$ 900.00	\$ 2,700.00	\$ 2,094.45	\$ 6,283.35	\$ 2,500.00	\$ 7,500.00	\$ 2,800.00	\$ 8,400.00
50	GRATE INLET TYPE C (621-G)	EA	1	\$ 1,550.00	\$ 1,550.00	\$ 2,155.56	\$ 2,155.56	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
51	GRATE INLET TYPE Y (621-G)	EA	2	\$ 2,450.00	\$ 4,900.00	\$ 2,155.56	\$ 4,311.12	\$ 2,800.00	\$ 5,600.00	\$ 2,800.00	\$ 5,600.00
52	SANITARY SEWER MANHOLE ADJUSTMENTS (622-A)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 210.53	\$ 210.53	\$ 1,900.00	\$ 1,900.00	\$ 475.00	\$ 475.00
53	CONCRETE CURB TYPE M-2 (623-B)	LF	2,000	\$ 19.00	\$ 38,000.00	\$ 15.03	\$ 30,060.00	\$ 11.00	\$ 22,000.00	\$ 22.50	\$ 45,000.00
54	TYPE N CURB (623-B)	LF	100	\$ 18.00	\$ 1,800.00	\$ 15.93	\$ 1,593.00	\$ 10.50	\$ 1,050.00	\$ 18.75	\$ 1,875.00
55	UTILITY VALVE BOX ADJUSTMENT (640-B)	EA	5	\$ 500.00	\$ 2,500.00	\$ 157.90	\$ 789.50	\$ 300.00	\$ 1,500.00	\$ 125.00	\$ 625.00
56	RELOCATE HYDRANT (641-E)	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,210.53	\$ 2,210.53	\$ 1,260.00	\$ 1,260.00	\$ 1,600.00	\$ 1,600.00
57	FIRE HYDRANT EXTENSION (641-F)	LF	8	\$ 125.00	\$ 1,000.00	\$ 100.00	\$ 800.00	\$ 300.00	\$ 2,400.00	\$ 800.00	\$ 6,400.00
58	TOPSOIL, 3" COMPACTED THICKNESS (650-A)	CY	600	\$ 12.00	\$ 7,200.00	\$ 26.32	\$ 15,792.00	\$ 10.00	\$ 6,000.00	\$ 8.00	\$ 4,800.00

**BID DOCUMENT NO. 2012-C-US HIGHWAY 98 WHISPERING PINES ROAD INTERSECTION
CITY OF DAPHNE
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Hutchinson, Moore & Rauch, LLC
Engineers & Surveyors & Land Planners

DEETA CIVIL DEVELOPERS, INC.
AMMONS & BLACKMON CONSTRUCTION

ITEM #	DESCRIPTION	ROADS INC. OF NWF			GULF-EQUIPMENT CORPORATION			DEETA CIVIL DEVELOPERS, INC.			AMMONS & BLACKMON CONSTRUCTION		
		UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
59	SEEDING (652-A)	ACRE	2.0	\$ 800.00	\$ 1,600.00	\$ 842.11	\$ 1,684.22	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	
60	SOLID SODDING (654-A)	SY	5,000	\$ 3.50	\$ 17,500.00	\$ 3.69	\$ 18,450.00	\$ 4.00	\$ 20,000.00	\$ 4.50	\$ 22,500.00	\$ 22,500.00	
61	MULCHING (656-A)	ACRE	2.0	\$ 800.00	\$ 1,600.00	\$ 842.11	\$ 1,684.22	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	
62	POLYETHYLENE SHEETING (665-E)	SY	3,000	\$ 1.00	\$ 3,000.00	\$ 0.79	\$ 2,370.00	\$ 2.00	\$ 6,000.00	\$ 1.65	\$ 4,950.00	\$ 4,950.00	
63	SAND BAGS (665-G)	EA	60	\$ 10.00	\$ 600.00	\$ 2.58	\$ 154.80	\$ 10.00	\$ 600.00	\$ 4.50	\$ 270.00	\$ 270.00	
64	SILT FENCE, TYPE A (665-I)	LF	600	\$ 3.00	\$ 1,800.00	\$ 3.69	\$ 2,214.00	\$ 3.50	\$ 2,100.00	\$ 4.00	\$ 2,400.00	\$ 2,400.00	
65	SILT FENCE (665-O)	LF	600	\$ 1.00	\$ 600.00	\$ 1.06	\$ 636.00	\$ 0.50	\$ 300.00	\$ 1.00	\$ 600.00	\$ 600.00	
66	BLOCK AND GRAVEL INLET PROTECTION (665-P)	EA	3	\$ 350.00	\$ 1,050.00	\$ 368.43	\$ 1,105.29	\$ 4,000.00	\$ 12,000.00	\$ 200.00	\$ 600.00	\$ 600.00	
67	WATTLES (665-Q)	LF	550	\$ 9.00	\$ 4,950.00	\$ 5.53	\$ 3,041.50	\$ 10.00	\$ 5,500.00	\$ 8.75	\$ 4,812.50	\$ 4,812.50	
68	CONSTRUCTION FENCE (674-A)	LF	800	\$ 8.00	\$ 6,400.00	\$ 3.69	\$ 2,952.00	\$ 2.00	\$ 1,600.00	\$ 10.00	\$ 8,000.00	\$ 8,000.00	
69	ENGINEERING CONTROLS (680-A)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 15,263.16	\$ 15,263.16	\$ 10,000.00	\$ 10,000.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	
70	SOLID WHITE STRIPE, CLASS 2, TYPE A, 5" WIDE, 0.09" THICK (701-A)	MILE	1	\$ 3,965.00	\$ 3,965.00	\$ 3,157.90	\$ 3,157.90	\$ 3,100.00	\$ 3,100.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	
71	SOLID YELLOW STRIPE, CLASS 2, TYPE A, 5" WIDE, 0.09" THICK (701-A)	MILE	1	\$ 3,965.00	\$ 3,965.00	\$ 3,157.90	\$ 3,157.90	\$ 3,100.00	\$ 3,100.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	
72	SOLID YELLOW STRIPE, CLASS 2, TYPE A, DOUBLE, 5" WIDE, 0.09" THICK (701-A)	MILE	0.25	\$ 7,500.00	\$ 1,875.00	\$ 3,157.90	\$ 789.48	\$ 3,100.00	\$ 775.00	\$ 3,450.00	\$ 862.50	\$ 862.50	
73	DOTTED WHITE STRIPE, CLASS 2, TYPE A, 5" WIDE, 0.09" THICK (701-B)	LF	400	\$ 1.25	\$ 500.00	\$ 1.06	\$ 424.00	\$ 1.10	\$ 440.00	\$ 1.15	\$ 460.00	\$ 460.00	
74	DOTTED YELLOW STRIPE, CLASS 2, TYPE A, 5" WIDE, 0.09" THICK (701-B)	LF	480	\$ 1.25	\$ 600.00	\$ 1.06	\$ 508.80	\$ 1.10	\$ 528.00	\$ 1.15	\$ 552.00	\$ 552.00	
75	SOLID WHITE TEMPORARY TRAFFIC STRIPE, PAINT, 4" WIDE (701-C)	MILE	1	\$ 1,250.00	\$ 1,250.00	\$ 1,052.64	\$ 1,052.64	\$ 1,030.00	\$ 1,030.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	
76	SOLID YELLOW TEMPORARY TRAFFIC STRIPE, PAINT, 6" WIDE (701-C)	MILE	1	\$ 1,250.00	\$ 1,250.00	\$ 1,052.64	\$ 1,052.64	\$ 1,030.00	\$ 1,030.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	
77	SOLID YELLOW (DOUBLE) TEMPORARY TRAFFIC STRIPE, PAINT, 6" WIDE (701-C)	MILE	0.25	\$ 2,200.00	\$ 550.00	\$ 526.32	\$ 131.58	\$ 515.50	\$ 128.88	\$ 575.00	\$ 143.75	\$ 143.75	
78	SOLID YELLOW TRAFFIC STRIPE REMOVAL (PLASTIC) (701-D)	MILE	0.75	\$ 5,500.00	\$ 4,125.00	\$ 2,105.27	\$ 1,578.95	\$ 2,061.00	\$ 1,545.75	\$ 2,300.00	\$ 1,725.00	\$ 1,725.00	
79	SOLID WHITE TRAFFIC STRIPE REMOVAL (PLASTIC) (701-D)	MILE	0.75	\$ 5,500.00	\$ 4,125.00	\$ 2,105.27	\$ 1,578.95	\$ 2,061.00	\$ 1,545.75	\$ 2,300.00	\$ 1,725.00	\$ 1,725.00	
80	DOTTED YELLOW TRAFFIC STRIPE REMOVAL (PLASTIC) (701-F)	LF	250	\$ 1.25	\$ 312.50	\$ 1.06	\$ 265.00	\$ 1.10	\$ 275.00	\$ 1.15	\$ 287.50	\$ 287.50	
81	DOTTED WHITE TRAFFIC STRIPE REMOVAL (PLASTIC) (701-F)	LF	800	\$ 1.25	\$ 1,000.00	\$ 1.06	\$ 848.00	\$ 1.10	\$ 880.00	\$ 1.15	\$ 920.00	\$ 920.00	

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CITY OF DAPHNE
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ITEM #	DESCRIPTION	ROADS INC. OF NWF			GULF-EQUIPMENT CORPORATION			DELTA-CIVIL DEVELOPERS, INC.			AMMONS & BLACKMON CONSTRUCTION		
		UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
82	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (24" WIDE) (70A-G)	LF	600	\$ 5.20	\$ 3,120.00	\$ 7.37	\$ 4,422.00	\$ 7.25	\$ 4,350.00	\$ 8.05	\$ 4,830.00		
83	SOLID WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE (24" WIDE) (70B-G)	LF	800	\$ 5.25	\$ 4,200.00	\$ 7.37	\$ 5,896.00	\$ 7.25	\$ 5,800.00	\$ 8.05	\$ 6,440.00		
84	SOLID WHITE TRAFFIC STRIPE REMOVED (PLASTIC) (24" WIDE) (701-H)	LF	26	\$ 5.00	\$ 130.00	\$ 5.27	\$ 137.02	\$ 5.15	\$ 133.90	\$ 5.75	\$ 149.50		
85	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, CHANNEL LINE (8") (703-A)	SF	350	\$ 2.60	\$ 910.00	\$ 4.22	\$ 1,477.00	\$ 4.15	\$ 1,452.50	\$ 4.60	\$ 1,610.00		
86	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, STOP BAR (24") (703-A)	SF	260	\$ 2.70	\$ 702.00	\$ 4.22	\$ 1,097.20	\$ 4.15	\$ 1,079.00	\$ 4.60	\$ 1,196.00		
87	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, ARROW (703-A)	SF	220	\$ 4.20	\$ 924.00	\$ 4.22	\$ 928.40	\$ 4.15	\$ 913.00	\$ 4.60	\$ 1,012.00		
88	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (ONLY) (703-B)	SF	180	\$ 4.75	\$ 855.00	\$ 4.22	\$ 759.60	\$ 4.15	\$ 747.00	\$ 4.60	\$ 828.00		
89	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A, YIELD (703-B)	SF	33	\$ 5.00	\$ 165.00	\$ 4.22	\$ 139.26	\$ 4.15	\$ 136.95	\$ 4.60	\$ 151.80		
90	REMOVAL OF TRAFFIC CONTROL MARKINGS, PLASTIC (703-C)	SF	99	\$ 2.50	\$ 247.50	\$ 3.16	\$ 312.84	\$ 3.10	\$ 306.90	\$ 3.45	\$ 341.55		
91	REMOVAL OF TRAFFIC CONTROL LEGENDS, PLASTIC (703-C)	SF	112	\$ 3.50	\$ 392.00	\$ 3.16	\$ 353.92	\$ 3.10	\$ 347.20	\$ 3.45	\$ 386.40		
92	REFLECTIVE PAVEMENT MARKERS CLASS A-H, TYPE 2-C (705-A)	EA	200	\$ 4.20	\$ 840.00	\$ 4.74	\$ 948.00	\$ 4.65	\$ 930.00	\$ 5.15	\$ 1,030.00		
93	REFLECTIVE PAVEMENT MARKERS CLASS A-H, TYPE 2-D (705-A)	EA	50	\$ 4.20	\$ 210.00	\$ 4.74	\$ 237.00	\$ 4.65	\$ 232.50	\$ 5.15	\$ 257.50		
94	REFLECTIVE PAVEMENT MARKERS CLASS A-H, TYPE 2-E (705-A)	EA	200	\$ 4.20	\$ 840.00	\$ 4.74	\$ 948.00	\$ 4.65	\$ 930.00	\$ 5.15	\$ 1,030.00		
95	ROADWAY SIGN POST (33-U CHANNEL GALVANIZED STEEL) (710-B)	LF	250	\$ 10.00	\$ 2,500.00	\$ 10.27	\$ 2,567.50	\$ 9.80	\$ 2,450.00	\$ 10.00	\$ 2,500.00		
96	CONSTRUCTION SIGNS (740-B)	SF	946	\$ 6.35	\$ 6,007.10	\$ 6.58	\$ 6,224.68	\$ 7.35	\$ 6,953.10	\$ 8.50	\$ 8,041.00		
97	CHANNELIZING DRUMS (740-D)	EA	100	\$ 33.00	\$ 3,300.00	\$ 34.74	\$ 3,474.00	\$ 41.25	\$ 4,125.00	\$ 70.00	\$ 7,000.00		
98	CONES (36" HIGH) (740-E)	EA	50	\$ 10.00	\$ 500.00	\$ 9.48	\$ 474.00	\$ 14.50	\$ 725.00	\$ 20.00	\$ 1,000.00		
99	BALLAST FOR CONES (740-M)	EA	50	\$ 3.00	\$ 150.00	\$ 5.00	\$ 250.00	\$ 8.25	\$ 412.50	\$ 10.00	\$ 500.00		
100	DIGITAL MESSAGE BOARD (742-A)	EA	1	\$ 2,850.00	\$ 2,850.00	\$ 2,915.79	\$ 2,915.79	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00		
101	RELOCATION ELECTRICAL JUNCTION BOX (760-C)	EA	6	\$ 600.00	\$ 3,600.00	\$ 500.00	\$ 3,000.00	\$ 294.00	\$ 1,764.00	\$ 550.00	\$ 3,300.00		
102	RELOCATE LUMINAIRE ASSEMBLY (750-I)	EA	6	\$ 3,000.00	\$ 18,000.00	\$ 1,263.16	\$ 7,578.96	\$ 377.00	\$ 2,262.00	\$ 1,400.00	\$ 8,400.00		
103	FOUNDATION REMOVAL EXISTING LUMINAIRE ASSEMBLY (750-M)	EA	6	\$ 800.00	\$ 4,800.00	\$ 421.06	\$ 2,526.36	\$ 500.00	\$ 3,000.00	\$ 450.00	\$ 2,700.00		
104	HIGH MOUNT POLE CONCRETE FOUNDATION (750-N)	EA	6	\$ 3,000.00	\$ 18,000.00	\$ 2,631.58	\$ 15,789.48	\$ 2,578.00	\$ 15,468.00	\$ 2,800.00	\$ 16,800.00		
105	COMBINED DUCT AND CABLE-FOR LUMINAIRE (750-P)	LF	300-	\$ 10.00	\$ 3,000.00	\$ 8.43	\$ 2,529.00	\$ 8.00	\$ 2,400.00	\$ 9.00	\$ 2,700.00		
106	TRAFFIC SIGNS	LS	1		\$ 2,500.00	\$ 2,736.85	\$ 2,736.85	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00		

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ITEM #	DESCRIPTION	UNIT	QTY	ROADS INC. OF NWF		GULF EQUIPMENT CORPORATION		DELTA-CIVIL DEVELOPERS, INC.		AMMONS & BLACKMON CONSTRUCTION	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
107	UTILITY RELOCATION (265 LF OF 10" WATERLINE) (INCLUDES NEW TAPPING VALVE AND SLEEVE)	LS	1		\$ 24,000.00		\$ 23,157.90		\$ 14,900.00		\$ 17,600.00
108	UTILITY RELOCATION ADJUSTMENT (GAS LINE) (G-1)	LS	1		\$ 18,000.00		\$ 18,947.37		\$ 1,000.00		\$ 1.00
ADDITIVE ALTERNATE - RESURFACING OF WHISPERING PINES FROM CIVIC CENTER TO MAIN STREET											
109	MILLING/PLANING EXISTING PAVEMENT (1" - 3" DEEP) (488-A)	SY	2,000	\$ 2.00	\$ 4,000.00	\$ 1.58	\$ 3,160.00	\$ 2.06	\$ 4,120.00	\$ 3.20	\$ 6,400.00
110	BITUMINOUS CONCRETE WEARING SURFACE, 1.5" COMPACTED THICKNESS (424-A)	TON	220	\$ 85.00	\$ 18,700.00	\$ 84.22	\$ 18,528.40	\$ 97.93	\$ 21,544.60	\$ 110.00	\$ 24,200.00
111	UTILITY VALVE BOX ADJUSTMENT (640-B)	EA	4	\$ 600.00	\$ 2,400.00	\$ 157.90	\$ 631.60	\$ 4.00	\$ 16.00	\$ 125.00	\$ 500.00
112	TOPSOIL, 3" COMPACTED THICKNESS (650-A)	CY	100	\$ 13.00	\$ 1,300.00	\$ 26.32	\$ 2,632.00	\$ 10.00	\$ 1,000.00	\$ 15.00	\$ 1,500.00
113	SOLID SODDING (654-A)	SY	800	\$ 3.50	\$ 2,800.00	\$ 3.69	\$ 2,952.00	\$ 4.00	\$ 3,200.00	\$ 4.50	\$ 3,600.00
114	SOLID WHITE STRIPE, CLASS 2, TYPE A (701-A)	MILE	0.32	\$ 3,500.00	\$ 1,120.00	\$ 3,157.90	\$ 1,040.53	\$ 3,100.00	\$ 992.00	\$ 3,450.00	\$ 1,104.00
115	SOLID YELLOW STRIPE, CLASS 2, TYPE A, DOUBLE, 6" WIDE, 0.09" THICK (701-A)	MILE	0.16	\$ 9,000.00	\$ 1,440.00	\$ 5,263.16	\$ 842.11	\$ 5,200.00	\$ 832.00	\$ 3,450.00	\$ 552.00
116	SOLID YELLOW (DOUBLE) TEMPORARY TRAFFIC STRIPE, PAINT, 6" WIDE (701-C)	MILE	0.16	\$ 2,400.00	\$ 384.00	\$ 1,578.95	\$ 252.63	\$ 1,550.00	\$ 248.00	\$ 3,450.00	\$ 552.00
117	REFLECTIVE PAVEMENT MARKERS CLASS A-H, TYPE 2-D (705-A)	EA	200	\$ 4.50	\$ 900.00	\$ 4.74	\$ 948.00	\$ 4.75	\$ 950.00	\$ 5.15	\$ 1,030.00
TOTAL AMOUNT					\$ 851,004.10		\$ 873,626.77		\$ 898,023.73		\$ 981,851.60
							\$ -875,967.04		\$ -897,481.37		

We hereby certify this to be a true and correct bid for the above named project.


 Robert H. Moore, P.E.
 Project Manager
 Hutchins, Moore & Rauch, LLC

CITY COUNCIL BUSINESS MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
DECEMBER 5, 2011
BUSINESS MEETING
6:30 P.M.

1. CALL TO ORDER
2. ROLL CALL/INVOCATION / PLEDGE OF ALLEGIANCE
3. APPROVE MINUTES: Council meeting minutes / November 21, 2011 5

SWEARING IN: Mrs. Tommie Conaway / Councilwoman for District #1 / Judge Lyn Stewart

4. REPORT STANDING COMMITTEES:
 - A. FINANCE COMMITTEE / Boulware
Review minutes / November 21st 16

MOTIONS:

1.) To bid the following items for Public Works with the understanding that the bids will be submitted for review, approval and possible appropriation:

- 2012 8-10 Yard Capacity Medium-Duty Dump Truck *— specs 4*
- 2012 Mauldin Vibratory Roller Compactor (Tow behind) *— specs 18*
- 2012 4-ton Asphalt Hotbox Reheater/Reclaimer *— specs 4*
- 2012 Ford F-450-550 HD Service Truck with Crane *— state bid*

** Note: Other Vehicles/Equipment requested to be purchased off state Bid Contracts*

2.) To bid the US 98 & Whispering Pines Road Intersection – Turn Lanes/Signalization which 18 is a *50/50 cost split* with ALDOT

- B. BUILDINGS & PROPERTY COMMITTEE - Lake
- C. PUBLIC SAFETY COMMITTEE – Boulware
- D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Reese
- E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY - Lake
Review minutes / October 17th 20

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

- A. Board of Zoning Adjustments – Jones
- B. Downtown Redevelopment Authority – Barnette
- C. Industrial Development Board –
Review minutes / November 28th 23
- D. Library Board – Lake
- E. Planning Commission – Barnette
Review minutes / October 27th 26
- F. Recreation Board – Reese
- G. Utility Board - Scott

6. REPORTS OF OFFICERS:

- A. Mayor's Report
- B. City Attorney's Report
- C. Department Head Comments

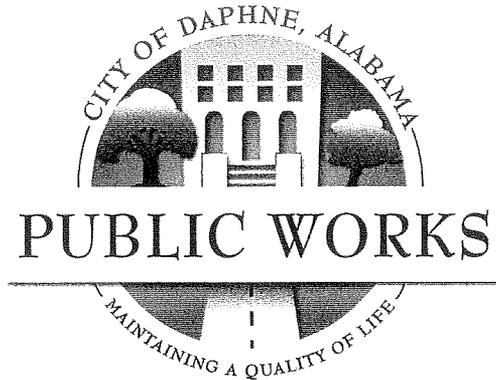
7. PUBLIC PARTICIPATION:

Bailey Yelding
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

Richard D. Johnson, P.E.
Director of Public Works



Tommie Conaway
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Kelly Reese
District 4

Ronald Scott
District 5

Derek Boulware
District 6

August Palumbo
District 7

To: Suzanne Henson
Senior Accountant

From: Richard D. Johnson
Public Works Director

Date: February 10, 2012

Re: 2012-D-ASPHALT HOTBOX RECLAIMER TRAILER UNIT

The Finance Department and Public Works sent out requests for bids for an asphalt hotbox reclaimer unit. Two (2) bids were received from Truck Equipment Sales, Inc. and Sansom Equipment Company. The low bidder was Truck Equipment Sales, Inc. at \$33,645.

I, therefore, recommend to this Committee that we award the City of Daphne BID 2012-D-Asphalt Hotbox Reclaimer Trailer Unit to Truck Equipment Sales, Inc.

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

RDJ:swc

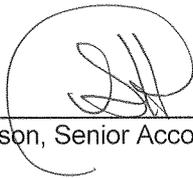
CITY OF DAPHNE
2012-D-ASPHALT HOTBOX RECLAIMER TRAILER UNIT
FEBRUARY 8, 2012
11:30AM
CITY HALL

Those present were as follows:

Melvin McCarley	PW Superintendent
Suzanne Henson	Senior Accountant
Richard Johnson	PW Director

19 bid invitations were mailed/picked up, 6 sealed bids were received.
Melvin McCarley opened the bids presented and the bids were read aloud as follows:

<u>VENDOR</u>	<u>Description</u>	<u>AMOUNT</u>
Jerry Pate Turf & Irrigation, Inc.		No Bid
Coastal		No Bid
Thompson Tractor Co., Inc.		No Bid
Samson Equipment Co., Inc.	Basic Model TM 300 DH	\$ 38,949.00
	Diesel fired Model TM-DHDB	\$ 39,949.00
Truck Equipment Sales	4 Ton Falcon Asphalt Recycle	New- \$ 36,586.00
		Demo- \$ 33,645.00



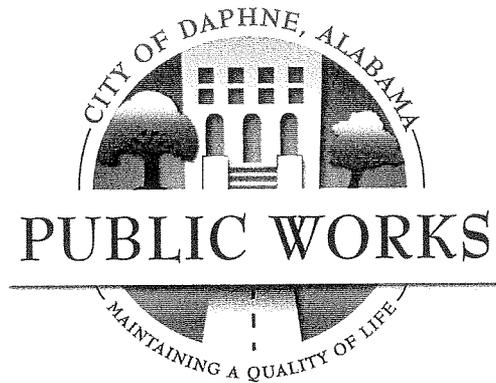
Suzanne Henson, Senior Accountant

Bailey Yelding
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

Richard D. Johnson, P.E.
Director of Public Works



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District 7

To: Suzanne Henson
Senior Accountant

From: Richard D. Johnson
Public Works Director

Date: February 10, 2012

Re: 2012-E-PW TRUCK: 8-10 YARD DUMP TRUCK

The Finance Department and Public Works sent out requests for bids for an 8-10 Yard Dump Truck. Six (6) bids were received. The low bidder was Empire Truck Sales, LLC at \$85,998..

I, therefore, recommend to this Committee that we award the City of Daphne BID 2012-E-PW Truck: 8-10 Yard Dump Truck to Empire Truck Sales, LLC.

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

RDJ:swc

CITY OF DAPHNE
2012-E-PW/TRUCK: 8-10 YARD DUMP TRUCK
FEBRUARY 8, 2012
11:30AM
CITY HALL

Those present were as follows:

Melvin McCarley	PW Superintendent
Suzanne Henson	Senior Accountant
Richard Johnson	PW Director

19 bid invitations were mailed/picked up, 6 sealed bids were received.
Melvin McCarley opened the bids presented and the bids were read aloud as follows:

<u>VENDOR</u>	<u>Description</u>	<u>AMOUNT</u>
Gulf Coast Truck & Equipment	2013 Mack CXU612	\$ 104,509.00
Empire Truck	2013 114SD Freightliner	\$ 94,214.00
Empire Truck	2013 M2 Freightliner	\$ 85,998.00
Truck Equipment	2013 CXU602 Mack	\$104,999.00
Ward International	Int'l F-10 7400 <i>F-0-Dump Body</i>	\$ 88,000.32
Ward International	International 7400 <i>OX Stampede Dump Body</i>	\$ 99,575.32



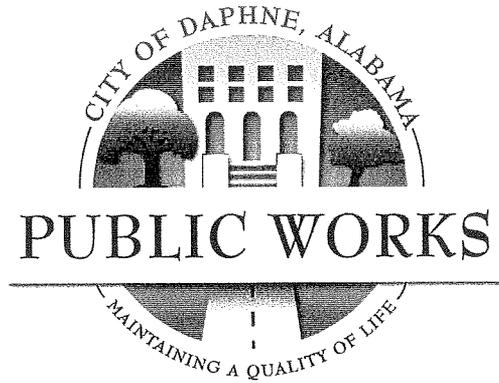
Suzanne Henson, Senior Accountant

Bailey Yelding
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

Richard D. Johnson, P.E.
Director of Public Works



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District 5

Derek Boulware
District 6

August Palumbo
District 7

To: Suzanne Henson
Senior Accountant

From: Richard D. Johnson
Public Works Director

Date: February 10, 2012

Re: 2012-F-PW/ROLLER COMPACTOR – TOW BEHIND

The Finance Department and Public Works sent out requests for bids for a Roller Compactor. One bid was received from Thompson Caterpillar in the amount of \$20,030 and one no bid was received from Coastal Machine Company.

I, therefore, recommend to this Committee that we award the City of Daphne BID 2012-F-PW/Roller Compactor – Tow Behind to Thompson Caterpillar.

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

RDJ:swc

CITY OF DAPHNE
2012-F-PW/ROLLER COMPACTOR-TOW BEHIND
FEBRUARY 8, 2012
11:30AM
CITY HALL

Those present were as follows:

Melvin McCarley	PW Superintendent
Suzanne Henson	Senior Accountant
Richard Johnson	PW Director

17 bid invitations were mailed/picked up, 2 sealed bids were received.
Melvin McCarley opened the bids presented and the bids were read aloud as follows:

<u>VENDOR</u>		<u>AMOUNT</u>
Thompson Tractor Co. (Caterpillar)	<i>Mauldin 1450</i>	\$ 20,030.00
Coastal Machinery, Co.		No Bid
Jerry Pate Turf & Irrigation, Inc.		No Bid



Suzanne Henson, Senior Accountant

Request to purchase off state Bid

TO: CITY OF DAPHNE
ATTN: BILLY CRUTCHHELD

10/27/11

Mechanical
Service Truck

FROM: BEN ATKINSON MOTORS
BRUCE BROWN @ 1-800-255-5650 or brucebrown@benatkinsonmotors.com

STATE OF ALABAMA - DIVISION OF PURCHASING 07/11/11
REF: VEHICLE CONTRACT #TI93A / # 4011356 2012 MY

FORD F550 REGULAR CAB AND CHASSIS, 60" CA, 18,000 GVWR, V-10 GAS ENGINE, 6.8 K V-10 GAS ENGINE, 5 SPEED AUTOMATIC TRANSMISSION, AIR CONDITIONING, AM/FM, 4 WHEEL DISC BRAKES AND ABS, 40-GALLON FUEL TANK, 40/20/40 VINYL SEATS, OXFORD WHITE

"ITEMS INDICATED ARE RECOMMENDED FOR YOUR APPLICATION"

MOLDED CAB STEPS	#18B
HEAVY DUTY SUSPENSION PACKAGE	#67H
AM/FM CD	#585
UPGRADE TO 84" CA	#186
SPARE TIRE & WHEEL	#512
LIMITED SLIP REAR AXLE	#LSA
UPGRADE TO 19,500 GVWR PACKAGE	#68M
UPGRADE TO EXTENDED CAB MODEL	#EXT

TOTAL COST: \$31,070.00

AVAILABLE COLORS : #F1 RED / #DX DK BLUE / #GG FOREST GREEN / #LQ PALE ADOBE / #UH BLACK / #UJ GRAY / #UX SILVER / #ZI WHITE
TRIM: STEEL (GRAY)

ADDITIONAL ITEMS

Ref: STATE CONTRACT #T-195A / #4040383

6132 DLPJ BODY
\$6,221.00 #00017

VENTURO CRANE ET 12-KX 3500 LB, ELECTRIC/HYDRAULIC CRANE. PENDANT CONTROL
\$9,957.00 #00018

UPGRADE TO 6132DL-38J CRANE BODY INCLUDING CARGO TIE DOWNS, 2 CHROME GRABHANDLES, 3 POINT T LATCHES, CRANE REINFORCEMENT, 1/8" TREAD PLATE ON COMPARTMENT TOPS AND LOAD AREA, 21" WORK BENCH BUMPER WITH THRU COMPARTMENT, REMOVEABLE VISE PLATE, 2" RECEIVER TUBE AND SHELVING PACKAGE A
\$7,276.00 #01000

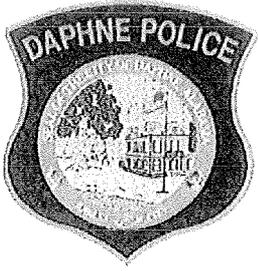
UPGRADE TO SHELVING PACKAGE C WHICH INCLUDES A 7-DRAWER MECHANICS TOOL BOX, 18 COMPARTMENT PARTS BIN AND BOOK RACK.
\$1,397 #01000

UPGRADE FROM 1 JACKLEG STAND TO MANUAL PULL-DOWN OUTRIGGERS
\$1,250.00 #01000

1/2" X 50 FT HOSE REEL WITH FILTER/LUBRICATOR INSTALLED
\$595.00 #01000

TOTAL COST FOR F550 SUPERCAB WITH 11 FT KNAPHEIDE CRANE BODY AND VENTURO ET12KX CRANE
\$57,766.00





Daphne Police Department Capital Improvements Vehicle Replacement Proposal for Patrol Division FY-2012

State of Alabama—Division of Purchasing 01-27-12
 Ref: Vehicle Contract—T191L—Law Enforcement
 Contract Period: August 12, 2008 to September 30, 2012

Vehicle Contract #4010930
 Contract Line #00004
 Commodity #070-96-089722

Two (2) Chevrolet Tahoes
 PPV (Police Pursuit Vehicle) Package
 With Required Options:

\$ 55,900.00

Cost: \$55,900.00

Additional Costs

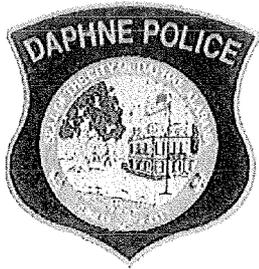
Equipment, lights and graphics for
 Two (2) Chevrolet Tahoes
 PPV (Police Pursuit Vehicle)
 2-Digital Video In-Car Video System

\$ 28,613.00

\$ 9,692.00

Total Cost: \$94,205.00





Daphne Police Department Capital Improvements Vehicle Replacement Proposal for Criminal Investigations Division FY-2012

State of Alabama—Division of Purchasing 01-27-12
 Ref: Vehicle Contract—T191L—Law Enforcement
 Contract Period: August 12, 2008 to September 30, 2012

Vehicle Contract #4010930
 Contract Line #00004
 Commodity #070-96-089722

Two (2) Chevrolet Tahoes
 PPV (Police Pursuit Vehicle) Package
 With Required Options:

\$ 55,900.00

Cost: \$55,900.00

Additional Costs

Equipment and lights for
 Two (2) Chevrolet Tahoes
 PPV (Police Pursuit Vehicle)

\$ 8,478.00

Total Cost: \$64,378.00



Graphics will NOT be included on CID vehicles

**Daphne Police
Department**



Internal Letter

To: Finance Committee

From: Captain Daniel Bell 

Date: February 15, 2012

Subject: Requested Justification for
Police Vehicle
Replacement Schedule

This letter was prepared at the request of the finance committee. During the last finance committee meeting on February 13, 2012 the finance committee discussed the idea of developing a replacement schedule for police vehicles. Each year a justification sheet is prepared by the police department and included with the capital requests. A copy of this justification will be attached for your review.

The long standing goal of the police department has been to replace vehicles on a set schedule of six to seven years. This standard had been maintained until the last few years where serious budget concerns required this standard to be increased. In 2010 the police department participated in a five year plan listing the vehicles to be replaced. This five year plan was based on the increased standard due to the budget concerns. This five year plan was not implemented but a copy will be attached for your review. The five year plan projected replacing police vehicles every ten years. This plan of replacing police vehicles every ten years has proven to be unobtainable as few police vehicle were able to make the ten year mark. Those vehicles that did make the ten years only did so because the vehicle was moved to other duty sections to accommodate the ever increasing failure and the need for additional repair time. A seven year maximum has proven to be the average for police vehicles.

In 2009 I researched several sources to determine when a police vehicle should be replaced. I have attached several articles that I had reviewed during this search. Some of the articles, authors, and opinions that were considered include: FBI Law Enforcement Bulletin, Police Fleet Magazine, Fleet Management Government Industry, Government Fleet Management, law enforcement Technology, Analytical Fleet Maintenance Management, CitiCapital Fleet Re-Marketing. From the listed sources and my own experience of managing the police departments fleet I consider the replacement schedule for police vehicles should remain at six to seven years.

Due to the time constraint involving this request and the limited file size for sending these documents I only included specific sections from several articles. A complete copy of those articles is available upon request. Please contact me should you have any questions.



Narrative of Justification Submitted Each Year for Vehicles

The Police Department is requesting (??) vehicles this year. The vehicles being replaced have exceeded their life expectancy and have been in regular use for more than nine years. Replacing patrol cars every six to seven years has been the goal of the police department in order to maintain a high performing and low maintenance fleet with minimal liability. The proposed replacement of vehicles every six to seven years is designed to maximize the life expectancy of the vehicle while maintaining a minimal operating cost associated with older vehicles. Vehicles exceeding six years of police service require excessive maintenance and repair that often offset the cost of a new vehicle.

There is a direct interrelationship between capital costs for new vehicles and operating consequences for maintaining older vehicles. The excessive maintenance and repair associated with older vehicles negates the brief savings of vehicle purchasing by seeing an ever increasing operating cost. In some cases the added operating costs within a few years can equal to or exceed the initial cost of a new vehicle. This was apparent in 2008 when maintenance records were compared. The 2008 average yearly maintenance costs for the 2007 model police cars were \$400.00 per car. The 2008 average yearly maintenance cost for the 2000 model police cars were \$2,504.00 per car. Putting off the replacement expense of new vehicles causes an ever increasing overall fleet operating expense. The lack of reliability, lack of availability, uncertain safety, unacceptable condition and appearance, combined with the increased operating costs, are the reasons for setting a projected replacement date for older police vehicles.

The U.S. General Service Administration Federal Fleet Management lists the cost effective life of such vehicles at 3 years and 60,000 miles. Justification for this expected federal vehicle life projection includes the unmeasured and unquantified idle time of the vehicle, extreme driving required of the vehicle, and the need to maintain safety for the officers and general public. The police department chooses to replace vehicles every six to seven years doubling this federal vehicle life projection. This is safely accomplished by having a take home vehicle policy combined with a strict maintenance policy to ensure city vehicles are cared for and maintained at all times by the assigned officers.

CITY OF DAPHNE 5 YEAR CAPITAL PLAN: FY2011 - FY2015

Dept	Vehicle #	DESCRIPTION	Suggested Life	FY11	FY12	FY13	FY14	FY15	Not Needed Until	COMMENTS
Daphne Police Department Tentative Capital and Replacement Costs for Five Years										
	N/A	5 New Officers. Applying for COPS Hiring Grant and requesting 5 officers. Salary and Benefits paid by grant for 3 years. (Equipment, Training, Vehicle, Etc)	N/A						\$ 200,000.00	Pending approval of grant. This is a one time purchase to outfit and train the officer
Defective	199	1999 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 5 Years
Patrol	100	2000 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 4 Years
Defective	301	2001 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Defective	401	2001 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	955	2002 Speed Radar Monitoring Trailer	5	\$ 15,000.00						Exceeded Recommended Life by 4 Years
	N/A	Brick Evidence Building	N/A	\$ 150,000.00						Needs additional PS Input
Detectors	N/A	Polygraph Examiner (equipment/10 week school/room/meals)		\$ 24,000.00						
Code Enf	768	2000 Ford F-150 Pick-up	10	\$ 16,097.00						Exceeded Recommended Life by 2 Years
Patrol	202	2002 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
SRO	203	2003 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 2 Years
	N/A	Carpet Replacement at Police Department	N/A	\$ 28,694.00						
	N/A	New Roof for Police Department	Unknown	\$ 250,000.00						
Warrants	303	2003 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	403	2003 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	503	2003 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	603	2003 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	703	2003 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	204	2004 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	304	2004 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
AC	604	2004 Ford F-150 Pick-up	10	\$ 16,097.00						Exceeded Recommended Life by 3 Years
Command	1017	2004 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Command	105	2005 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	205	2005 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Patrol	305	2005 Ford Crown Victoria	7	\$ 22,405.00						Exceeded Recommended Life by 3 Years
Command	405	2005 Ford F-150 Pick-up	10	\$ 16,097.00						Exceeded Recommended Life by 3 Years
	2/14/2012	TOTAL COST PER YEAR		\$ 278,620.00	\$ 339,601.00	\$ 112,025.00	\$ 83,312.00	\$ 83,312.00	\$ 83,312.00	\$ 896,870.00

Publications

2002 Law Enforcement Bulletins

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FBI Law Enforcement
B ♦ U ♦ L ♦ L ♦ E ♦ T ♦ I ♦ N

August 2002 Volume 71 Number 8

United States Department of Justice Federal Bureau of Investigation Washington, DC 20535-0001

Robert S. Mueller III

Director

Contributors' opinions and statements should not be considered an endorsement by the FBI for any policy, program, or service.

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Internet Address leb@fbiacademy.edu

Cover Photo

5/4/2009

In the end, only individual fleet managers can determine which is more advantageous for them.

They have to weigh all of the advantages and disadvantages of leasing versus buying. As money gets tighter, all governmental entities must seek more creative ways to spread costs. Once an agency determines the direction fleet acquisition will take, it must establish parameters for vehicle replacement.

Replacement Criteria Polling

The author polled several law enforcement agencies to obtain the established guidelines that they follow regarding mileage restrictions and vehicle rotation. The figures received gave merit to the informal survey conducted by the Michigan State Police as the numbers prescribed with rotation fell well within the survey's established parameters. The mean average for fleet vehicle rotation of these 15 agencies was 70,800 miles.

Agency Polled	Mileage Restriction
Ada County, Idaho, Sheriff's Office	80,000 miles
Boise, Idaho, Police Department	80,000 miles
California Highway Patrol	75,000 miles
Idaho State Police	85,000 miles
Kansas Highway Patrol	45,000-50,000 miles
Kent, Washington, Police Department	45,000 miles
Las Vegas, Nevada, Metro Police Department	45,000 miles
Michigan State Police	60,000-70,000 miles
Missouri Highway Patrol	45,000-50,000 miles
Montana Highway Patrol	87,000 miles
Nevada Highway Patrol	80,000 miles
Oregon State Police	90,000 miles
South Dakota Highway Patrol	80,000 miles
Washington State Patrol	75,000 miles
Wyoming Highway Patrol	100,000 miles

Vehicle Rotation or Replacement

Establishing fleet vehicle replacement criteria proves a delicate and time-consuming task. Fleet managers continually seek new and innovative ways to aid them in their timely decisions.²⁴ Typically, they base their evaluation of existing fleet equipment and ideal replacement decisions on criteria in several major areas. Because replacement criteria is not always detectable from the outward appearance or operation of the vehicle, agencies must establish such guidelines at the time of purchase.

Today, it is commonplace for all governmental entities to follow the requests of the public and stretch existing tax dollars. City councils, police commissions, and state legislatures continue to ask law enforcement agencies of all sizes to reduce their budgets. This results in agencies buying less, stretching supplies, and making things last longer, including patrol vehicles.

If an agency must make its vehicles last longer, it has to ask what its needs are and how it can work smarter to calculate how long a vehicle will last. That is a difficult, if not impossible, question to answer. "When asked how long a car will last, automobile manufacturers respond, 'That is like asking, how high is up?' They're not dodging the question; the fact is no one has done research on the subject. Even two of Michigan's major universities, Wayne State and the University of Michigan, have no idea of how long an automobile will last, despite the fact that they have large engineering schools that supply engineers to all the major automobile companies."²⁵

An informal survey by the Michigan State Police shows that most police agencies take their patrol cars out of service between 60,000 and 100,000 miles. At the extreme ends of the mileage spectrum, some departments run cars only 45,000 miles and others up to 150,000 miles. Some agencies, bound by state law, must take their vehicles out of service at a specific mileage. Others use their vehicles for primary service until 50,000 miles and then place them into backup service, low-mileage service, or take them out of service completely and sell them at auction.²⁶

Overall, with the cumulation of independent studies, benchmarking standards, technical data, and cost analysis surveys, fleet managers are aided in their decision-making process when they set their rotation or replacement standards. However, elected officials, who see budget constraints and want to make the dollars stretch even farther, continually challenge these standards. Therefore, fleet managers must look at one of the most important issues when deciding how long their agencies can afford to keep their vehicles safe, especially when trying to cut corners to appease citizens concerned with government spending. "When I'm chasing someone at 100+ mph in a car with over 100,000 miles on it, how safe am I? Even with the best of care and detailed safety inspections, potential problems can be undiscovered. While many parts failures are irritating at low speeds, at high speeds they can be disastrous, even deadly."²⁷

Agencies should base replacement criteria for a fleet vehicle on elements surrounding the age of the vehicle, operating costs, mileage, vehicle fatigue, and current usefulness. These individual areas have their own importance and may seem insignificant; however, when considering the criteria in combinations, they provide a whole new perspective.²⁸

With high-mileage vehicles, the most common reaction concerns the engine, transmission, and differential. While those objects represent the heart of the automobile and the highest cost items, they are the ones least likely affected overall by high mileage. In fact, the drivetrain of a police car with 100,000 miles on it may well be in better condition than the proverbial "little old lady's 25,000-mile sedan only driven to church and the supermarket." More than 75 percent of engine wear occurs on startup and shutdown. During those times, bearings are not lubricated and literally run dry for a short period of time. Short trips, where the engine and other components never get a chance to fully warm up, also are hard on a vehicle because moisture does not

August 2002 / 7

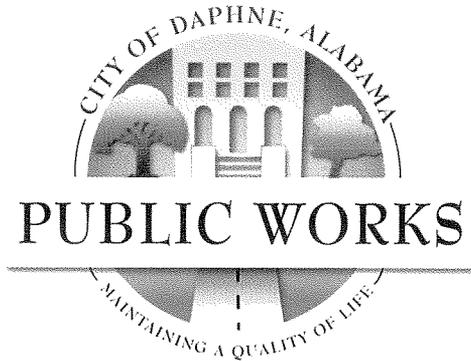
evaporate and can mix with the normal products of fuel combustion to form acids that attack bearings and other engine parts. As long as the prescribed maintenance intervals are followed, drivetrain components usually incur the more minor problems a high-mileage vehicle will suffer.

Bailey Yelding, Jr.
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

Richard D. Johnson, P.E.
Director of Public Works



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District 7

**To: Suzanne Henson
Senior Accountant**

**From: Richard D. Johnson
Public Works Director**

Date: February 13, 2012

Re: City Of Daphne – Bid 2012-B-Oil & Lubricants Recommendation

The Finance Department in cooperation with Public Works sent out requests for bids for Oil and Lubricants Supply and Delivery for the City's Mechanical Maintenance operations. Four (4) separate bidders submitted bids for the system and it appears all four (4) meet the minimum specifications.

The qualifying low bidder was *Martin Energy Services, LLC*. I recommend that we accept the qualifying low bid from *Martin Energy Services, LLC* for Oil and Lubricants Supply and Delivery and proceed immediately to the execution of the contract.

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

Thanks,

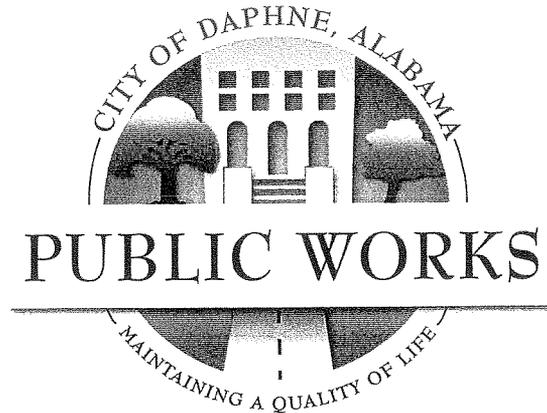
RDJ

Bailey Yelding, Jr
Mayor

David Cohen
City Clerk

Kimberly Briley
Finance Director/Treasurer

Richard Johnson, P. E.
Director of Public Works



Tommy Conaway
District 1

Cathy Barnette
District 2

John L. Lake
District 3

Kelly Reese
District 4

Ronald Scott
District 5

Derek Boulware
District 6

August Palumbo
District 7

To: Kim Briley, Finance Director
Suzanne Henson, Senior Accountant

From: Richard Johnson, P. E.
Public Works Director

Date: February 10, 2012

Re: 2012-G-Disaster Debris Removal & Disposal

The purpose of this bid is to establish a pre-event contract to remove as quickly as possible all hazards to life and property resulting from an emergency/hurricane/tornado/disaster affecting the City of Daphne. The bid opening was on February 8, 2012 at 11:30 a.m. in the Council Chamber. 10 bids were received.

We have reviewed the bids for completeness and fulfillment of the bid requirements. We evaluated the bidder's prior experience and equipment capabilities. We evaluated the overall pricing of debris removal, processing, and disposal as well as the cost of labor and equipment rates for emergency clearance.

After close analysis, we have determined that Crowder Gulf has met all City Bid requirements at the lowest total cost. We recommend awarding the bid to Crowder Gulf.

Name	DRC	Asplundh	Crowder Gulf	Byrd Brothers	TAG Grinding	Omni Pinnacle	Phillips & Jordan	Unified	Holiday Constr.	Eutaw Constr.
1 Mobilization From Public Property	\$ 5.86	\$ 5.63	\$ 6.70	\$ 7.00	\$ 6.35	\$ 6.15	\$ 7.00	\$ 6.55	\$ 6.61	\$ 27.00
2 Haul to TDSRS From Private Property	\$ 6.86	\$ 6.50	\$ 7.40	\$ 8.25	\$ 6.75	\$ 7.95	\$ 7.50	\$ 6.75	\$ 7.21	\$ 27.00
3 Haul to TDSRS From Public Property	\$ 6.86	\$ 6.30	\$ 7.40	\$ 7.50	\$ 6.50	\$ 6.15	\$ 7.00	\$ 7.37	\$ 6.61	\$ 24.70
4 Haul to Final Disposal From TDSRS	\$ 3.00	\$ 3.20	\$ 3.40	\$ 6.00	\$ 3.25	\$ 2.50	\$ 4.00	\$ 3.85	\$ 3.47	\$ 18.00
5 Haul to Final Disposal TDSRS Management	\$ 0.78	\$ 1.05	\$ 1.00	\$ 1.25	\$ 1.00	\$ -	\$ 2.00	\$ 1.00	\$ 0.60	\$ 3.50
6 Processing/Grinding Veg	\$ 1.86	\$ 1.76	\$ 2.70	\$ 2.00	\$ 1.50	\$ 2.95	\$ 1.75	\$ 2.00	\$ 1.97	\$ 3.85
7 Processing/Grinding C & D	\$ 1.12	\$ 1.43	\$ 1.75	\$ 3.00	\$ 1.00	\$ 3.25	\$ 2.20	\$ 2.75	\$ 0.91	\$ 3.85
8 Processing/ Burning Veg (Open Burning)	\$ 0.68	\$ 0.83	\$ 1.00	\$ 1.25	\$ 1.00	\$ 1.95	\$ 1.50	\$ 1.35	\$ 1.41	\$ 1.75
9 Processing/ Burning Veg (Air Curtain Incinerators)	\$ 1.25	\$ 1.00	\$ 2.00	\$ 2.00	\$ 1.25	\$ 2.25	\$ 1.75	\$ 2.00	\$ 15.41	\$ 2.20
10 Haul White Goods	\$ 30.00	\$ 25.30	\$ 25.00	\$ 60.00	\$ 17.00	\$ 75.00	\$ 40.00	\$ 17.00	\$ 0.01	\$ 460.00
11 Haul Haz Materials From Management & Recycling	\$ 5.95	\$ 3.96	\$ 5.00	\$ 10.00	\$ 15.00	\$ 4.00	\$ 20.00	\$ 8.00	\$ 10.00	\$ 2.25
12 Dead Animal Collection	\$ 20.00	\$ 30.80	\$ 30.00	\$ 45.00	\$ 25.00	\$ 35.00	\$ 40.00	\$ 37.00	\$ 0.01	\$ 460.00
13 Stumps- 6" to 11.99"	\$ 5.95	\$ 1.25	\$ 0.50	\$ 5.00	\$ 0.75	\$ 2.00	\$ 5.00	\$ 1.00	\$ 0.01	\$ 3.70
14 Stumps- 12" to 24"	\$ 250.00	\$ 204.00	\$ 225.00	\$ 500.00	\$ 250.00	\$ 295.00	\$ 225.00	\$ 275.00	\$ -	\$ 560.00
15 Stumps- 24.1" to 47.99"	\$ 350.00	\$ 253.00	\$ 250.00	\$ 800.00	\$ 350.00	\$ 400.00	\$ 350.00	\$ 365.00	\$ 395.00	\$ 1,275.00
16 Stumps- 48" and greater	\$ 62.50	\$ 51.00	\$ 80.00	\$ 70.00	\$ 42.00	\$ 80.00	\$ 89.00	\$ 47.50	\$ 71.00	\$ 675.00
17 Hazardous limbs >2"	\$ 10.00	\$ 20.00	\$ 25.00	\$ 60.00	\$ 65.00	\$ 35.00	\$ 10.00	\$ 35.00	\$ 10.00	\$ 260.00
18 Hazardous trees 6"-12"	\$ 90.00	\$ 99.00	\$ 75.00	\$ 120.00	\$ 125.00	\$ 45.00	\$ 35.00	\$ 65.00	\$ 75.00	\$ 335.00
19 Hazardous trees 13"-24"	\$ 175.00	\$ 199.00	\$ 200.00	\$ 180.00	\$ 225.00	\$ 65.00	\$ 100.00	\$ 150.00	\$ 100.00	\$ 725.00
20 Hazardous trees 25"-36"	\$ 250.00	\$ 292.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 85.00	\$ 150.00	\$ 275.00	\$ 150.00	\$ 1,330.00
21 Hazardous trees >48"	\$ 325.00	\$ 402.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 105.00	\$ 250.00	\$ 400.00	\$ 200.00	\$ 1,900.00
22 Canals, Bayous and ditches	\$ 6.50	\$ 6.05	\$ 6.00	\$ 10.00	\$ 35.00	\$ 4.00	\$ 25.00	\$ 3.50	\$ 11.91	\$ 4.65
23 Bays and other open waters	\$ 1,000.00	\$ 1,512.00	\$ 200.00	\$ 200.00	\$ 10,000.00	\$ 5,000.00	\$ 500.00	\$ 10.00	\$ 250.00	\$ 2,300.00
24 Boat removal	\$ 60.00	\$ 68.75	\$ 30.00	\$ 225.00	\$ 12.00	\$ 200.00	\$ 50.00	\$ 5.00	\$ 3.00	\$ 100.00
25 Emergency Road Clearance	\$ 2.25	\$ 1.23	\$ 1.70	\$ 2.75	\$ 3.50	\$ 3.00	\$ 2.50	\$ 1.65	\$ 1.81	\$ 2.00
26 Demolition of structures	na	na	na	na	na	na	na	na	na	na
27 Haz Waste Abatement	na	na	na	na	na	na	na	na	na	na
28 Generators, light plants, Various equipment	na	13.20%	15.00%	10.00%	20.00%	20.00%	20.00%	10.00%	18.00%	na
29 Additional over 30 m- TDSR	\$ 0.42	\$ 0.08	\$ 0.09	\$ 0.12	\$ 0.10	\$ 0.05	\$ 0.10	\$ 0.10	\$ 0.25	\$ 1.00
30 Additional over 30 m- Final	\$ 0.42	\$ 0.08	\$ 0.09	\$ 0.12	\$ 0.10	\$ 0.05	\$ 0.10	\$ 0.10	\$ 0.25	\$ 1.00
31 Cradle to grave- Vegetative	\$ 9.25	\$ 9.24	\$ 11.25	\$ 11.75	\$ 9.66	\$ 9.73	\$ 11.75	\$ 10.51	\$ 10.05	\$ 38.85
Total 2-14	\$ 90.17	\$ 89.01	\$ 93.85	\$ 158.25	\$ 86.35	\$ 149.15	\$ 139.70	\$ 96.62	\$ 54.23	\$ 1,037.80
Total 17-24	\$ 1,512.50	\$ 1,520.00	\$ 1,405.00	\$ 2,270.00	\$ 1,807.00	\$ 1,110.00	\$ 1,209.00	\$ 1,612.50	\$ 1,296.00	\$ 7,060.00
Total 25-27	\$ 1,066.50	\$ 1,586.80	\$ 236.00	\$ 435.00	\$ 10,047.00	\$ 5,204.00	\$ 575.00	\$ 18.50	\$ 264.91	\$ 2,404.65
Total 29	\$ 2.25	\$ 1.23	\$ 1.70	\$ 2.75	\$ 3.50	\$ 3.00	\$ 2.50	\$ 1.65	\$ 1.81	\$ 2.00

Name	DRC	Asplundh	Crowder Gulf	Byrd Brothers	Tag Grinding	Omni Pinnacle	Phillips & Jordan	Unified	Holiday Constr.	Eutaw Constr.
JD 544 Wheel Loader with debris grapple	\$140.00	\$105.00	\$110.00	\$150.00	\$75.00	\$90.00	\$105.00	\$90.00	\$125.00	\$95.00
JD 644 Wheel Loader with debris grapple	\$150.00	\$110.00	\$120.00	\$150.00	\$85.00	\$100.00	\$115.00	\$110.00	\$140.00	\$100.00
Exlendaboom Forklift with debris grapple	\$150.00	\$88.00	\$95.00	\$150.00	\$65.00	\$60.00	\$115.00	\$100.00	\$110.00	\$100.00
753 Bobcat Skid Steer Loader with debris grapple	\$80.00	\$66.00	\$60.00	\$120.00	\$55.00	\$75.00	\$85.00	\$95.00	\$85.00	\$70.00
753 Bobcat Skid Steer Loader with bucket	\$80.00	\$66.00	\$60.00	\$120.00	\$55.00	\$75.00	\$85.00	\$95.00	\$85.00	\$70.00
753 Bobcat Skid Steer Loader with street sweeper	\$80.00	\$66.00	\$60.00	\$120.00	\$55.00	\$75.00	\$85.00	\$95.00	\$85.00	\$70.00
30-50 HP Farm Tractor with box blade or rake	\$60.00	\$44.00	\$45.00	\$80.00	\$55.00	\$42.50	\$65.00	\$80.00	\$40.00	\$95.00
2-2 1/2 Cu.Yd. Articulated Loader with bucket	\$175.00	\$99.00	\$90.00	\$150.00	\$75.00	\$90.00	\$105.00	\$75.00	\$125.00	\$85.00
3-4 Cu.Yd. Articulated Loader with bucket	\$180.00	\$99.00	\$110.00	\$150.00	\$85.00	\$95.00	\$115.00	\$110.00	\$140.00	\$105.00
JD 648E Log Skidder or equivalent	\$165.00	\$116.00	\$100.00	\$125.00	\$125.00	\$95.00	\$125.00	\$95.00	\$115.00	\$125.00
CAT D4 Dozer	\$150.00	\$68.00	\$70.00	\$125.00	\$110.00	\$95.00	\$95.00	\$90.00	\$150.00	\$100.00
CAT D6 Dozer	\$175.00	\$116.00	\$125.00	\$150.00	\$170.00	\$95.00	\$110.00	\$215.00	\$175.00	\$190.00
CAT D8 Dozer	\$210.00	\$160.00	\$170.00	\$150.00	\$195.00	\$100.00	\$120.00	\$215.00	\$175.00	\$190.00
CAT 125 - 140 HP Motor Grader	\$195.00	\$96.00	\$95.00	\$100.00	\$150.00	\$150.00	\$150.00	\$110.00	\$140.00	\$105.00
JD 690 Trackhoe with debris grapple	\$150.00	\$116.00	\$120.00	\$150.00	\$115.00	\$95.00	\$110.00	\$145.00	\$175.00	\$105.00
JD 690 Trackhoe with bucket & thumb	\$150.00	\$116.00	\$120.00	\$150.00	\$115.00	\$95.00	\$110.00	\$145.00	\$175.00	\$105.00
Rubber Tired Trackhoe with debris grapple	\$150.00	\$101.00	\$105.00	\$150.00	\$115.00	\$100.00	\$120.00	\$135.00	\$145.00	\$105.00
Rubber Tired Trackhoe with bucket and hoe	\$150.00	\$110.00	\$120.00	\$100.00	\$85.00	\$100.00	\$120.00	\$135.00	\$185.00	\$72.00
JD 310 Rubber Tired Backhoe with bucket and hoe	\$145.00	\$79.00	\$65.00	\$120.00	\$75.00	\$90.00	\$105.00	\$135.00	\$80.00	\$72.00
Rubber Tired Excavator with debris grapple	\$145.00	\$91.00	\$120.00	\$100.00	\$95.00	\$100.00	\$120.00	\$135.00	\$175.00	\$72.00
210 Prentiss Knuckleboom with debris grapple	\$150.00	\$107.00	\$110.00	\$100.00	\$75.00	\$100.00	\$175.00	\$140.00	\$140.00	\$80.00
Self-Loader Scraper Cat 623 or equivalent	\$130.00	\$176.00	\$195.00	\$100.00	\$250.00	\$65.00	\$250.00	\$175.00	\$180.00	\$165.00
Hand Fed Debris Chipper	\$155.00	\$31.00	\$35.00	\$100.00	\$55.00	\$52.50	\$35.00	\$85.00	\$45.00	\$58.00
300 - 400 Tub Grinder	\$40.00	\$303.00	\$350.00	\$100.00	\$250.00	\$300.00	\$300.00	\$350.00	\$295.00	\$400.00
800 - 1,000 HP Diamond Z Tub Grinder	\$200.00	\$451.00	\$500.00	\$475.00	\$550.00	\$400.00	\$400.00	\$490.00	\$395.00	\$205.00
30 Ton Crane	\$300.00	\$142.00	\$150.00	\$200.00	\$180.00	\$160.00	\$360.00	\$110.00	\$160.00	\$200.00
50 Tonne Crane	\$175.00	\$163.00	\$170.00	\$300.00	\$250.00	\$180.00	\$560.00	\$200.00	\$190.00	\$275.00
100 Ton Crane (8 hour minimum)	\$240.00	\$242.00	\$250.00	\$600.00	\$1,000.00	\$300.00	\$900.00	\$345.00	\$225.00	\$400.00
40-60' Bucket Truck	\$195.00	\$127.00	\$125.00	\$150.00	\$130.00	\$150.00	\$160.00	\$85.00	\$165.00	\$75.00
Service Truck	\$225.00	\$51.00	\$60.00	\$60.00	\$65.00	\$125.00	\$80.00	\$70.00	\$110.00	\$70.00
Water Truck	\$65.00	\$70.00	\$70.00	\$60.00	\$84.00	\$84.00	\$80.00	\$70.00	\$110.00	\$80.00
Portable Light Plant	\$85.00	\$17.00	\$19.00	\$5.00	\$28.00	\$18.00	\$18.00	\$18.00	\$16.00	\$12.00
Equipment Transports	\$15.00	\$94.00	\$90.00	\$100.00	\$110.00	\$30.00	\$125.00	\$85.00	\$150.00	\$102.00
Pickup Truck, Unmanned	\$90.00	\$10.00	\$14.00	\$20.00	\$40.00	\$160.00	\$15.00	\$18.00	\$18.00	\$20.00
Self-loading Dump Truck with Knuckleboom and debris grapple	\$195.00	\$138.00	\$132.00	\$225.00	\$125.00	\$65.00	\$175.00	\$115.00	\$130.00	\$95.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	\$50.00	\$46.00	\$45.00	\$75.00	\$45.00	\$85.00	\$65.00	\$65.00	\$48.00	\$70.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	\$5.00	\$56.00	\$63.00	\$85.00	\$55.00	\$85.00	\$70.00	\$90.00	\$67.00	\$90.00
Trailer Dump, 24 - 40 Cu. Yd.	\$60.00	\$79.00	\$72.00	\$90.00	\$65.00	\$78.00	\$78.00	\$80.00	\$88.00	\$95.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	\$75.00	\$96.00	\$110.00	\$125.00	\$90.00	\$90.00	\$90.00	\$95.00	\$105.00	\$115.00
Power Screen	\$110.00	\$149.00	\$160.00	\$250.00	\$125.00	\$105.00	\$175.00	\$150.00	\$250.00	\$178.00
Stacking Conveyor	\$125.00	\$22.00	\$35.00	\$100.00	\$40.00	\$100.00	\$60.00	\$85.00	\$55.00	\$140.00
Off Road Trucks	\$125.00	\$136.00	\$150.00	\$200.00	\$55.00	\$145.00	\$125.00	\$75.00	\$180.00	\$160.00
Operations Manager	\$75.00	\$51.00	\$60.00	\$70.00	\$85.00	\$80.00	\$96.00	\$55.00	\$35.00	\$45.00
Superintendent with truck, phone & radio	\$70.00	\$45.00	\$54.00	\$60.00	\$65.00	\$70.00	\$85.00	\$50.00	\$42.00	\$70.00
Foreman with truck, phone & radio	\$65.00	\$41.00	\$48.00	\$50.00	\$65.00	\$60.00	\$78.00	\$40.00	\$32.00	\$65.00
Safety/Quality Control Inspector with vehicle, phone & radio	\$75.00	\$45.00	\$50.00	\$60.00	\$65.00	\$60.00	\$75.00	\$42.00	\$28.50	\$65.00
Inspector with vehicle, phone & radio	\$55.00	\$41.00	\$32.00	\$50.00	\$60.00	\$50.00	\$92.00	\$45.00	\$26.50	\$68.00
Climber with gear	\$90.00	\$40.00	\$40.00	\$110.00	\$125.00	\$45.00	\$68.00	\$38.00	\$65.00	\$40.00
Saw Hand with chainsaw	\$38.00	\$35.00	\$32.00	\$48.00	\$35.00	\$40.00	\$48.00	\$30.00	\$32.00	\$30.00
Laborers & Flagmen	\$32.00	\$31.00	\$28.00	\$40.00	\$30.00	\$40.00	\$36.00	\$22.00	\$24.00	\$25.00
Public Assistance Manager	\$68.00	\$45.00	\$30.00	\$100.00	\$55.00	\$40.00	\$75.00	\$30.00	\$38.00	\$35.00
Documentation Clerk	\$32.00	\$31.00	\$28.00	\$40.00	\$30.00	\$40.00	\$36.00	\$22.00	\$24.00	\$25.00
Timekeeper	\$32.00	\$31.00	\$28.00	\$40.00	\$30.00	\$40.00	\$36.00	\$22.00	\$24.00	\$25.00
HazMat Professional	\$90.00	\$45.00	\$180.00	\$150.00	\$65.00	\$80.00	\$95.00	\$45.00	\$18.00	\$28.00
Household HazMat Inspection & Removal Crew	\$150.00	\$204.00	\$110.00	\$500.00	\$350.00	\$225.00	\$125.00	\$100.00	\$24.00	\$110.00
Generators from 10 KW to 300 KW	\$6,412.00	\$5,181.00	\$5,634.00	\$7,298.00	\$6,531.00	\$5,470.00	\$7,304.00	\$5,708.00	\$5,982.00	\$6,018.00
Materials Description										
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	\$14.00	\$13.00	\$40.00	\$16.00	\$21.00	\$19.00	\$18.00	\$28.00	\$9.00	\$15.00
	\$6,426.00	\$5,194.00	\$5,674.00	\$7,314.00	\$6,552.00	\$5,489.00	\$7,322.00	\$5,736.00	\$5,991.00	\$6,033.00

Suzanne

From: Richard Johnson [directorpw@daphneal.com]
Sent: Wednesday, February 08, 2012 7:28 AM
To: financesenioraccountant@daphneal.com; 'Christine Ciancetta'; Mayor Bailey Yelding
Cc: recdirector@daphneal.com; Jane Ellis
Subject: Daphne Sports Complex, Phase 1 - Request to solicit bids for construction
Attachments: COD PW Memo to Mayor RE - Daphne Sports Complex - Request to Bid 02-07-2012.pdf
Mr. Mayor:

Per your approval for the Finance Committee Agenda.

Yours,

RDJ

Please note and save new email address

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

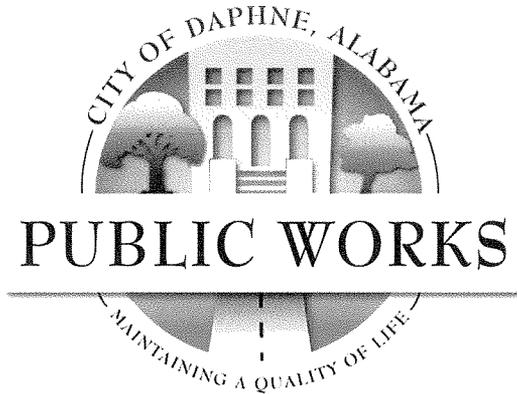
directorpw@daphneal.com

Bailey Yelding, Jr.
Mayor

David Cohen
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Kimberly Briley
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Ronald Scott
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Derek Boulware
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August Palumbo
District 7

Memorandum

To: Councilman Derek Boulware; Chairman, Finance Committee
Thru: The Honorable Mayor Bailey Yelding, Jr.
From: Richard D. Johnson, P.E.; Public Works Director 
David McKelroy; Parks & Recreation Director
CC: Finance; HMR – Tim Lawley, PE; File
Date: February 7, 2012
Re: Daphne Sports Complex, Phase 1 – Request to solicit bids for construction

Mr. Mayor:

In consultation with Mr. McKelroy and the support of the Parks and Recreation Board we are seeking a Motion of Approval from the Finance Committee to solicit bids for the cost of construction for the above referenced project.

No request for appropriation is being made at this time. Once bids are tabulated and if deemed feasible, will be submitted back to the Finance Committee for consideration.

Find attached the updated “turn-key” estimate for the project. This includes all cost associated with a deliverable project: construction, landscaping, irrigation, construction engineering, inspection and testing. Also, attached is a site plan for this phase of the project.

Yours,

RDJ



ENGINEERING COST ESTIMATE

Owner: **City of Daphne**

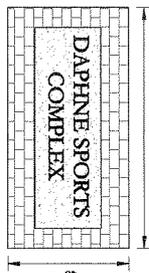
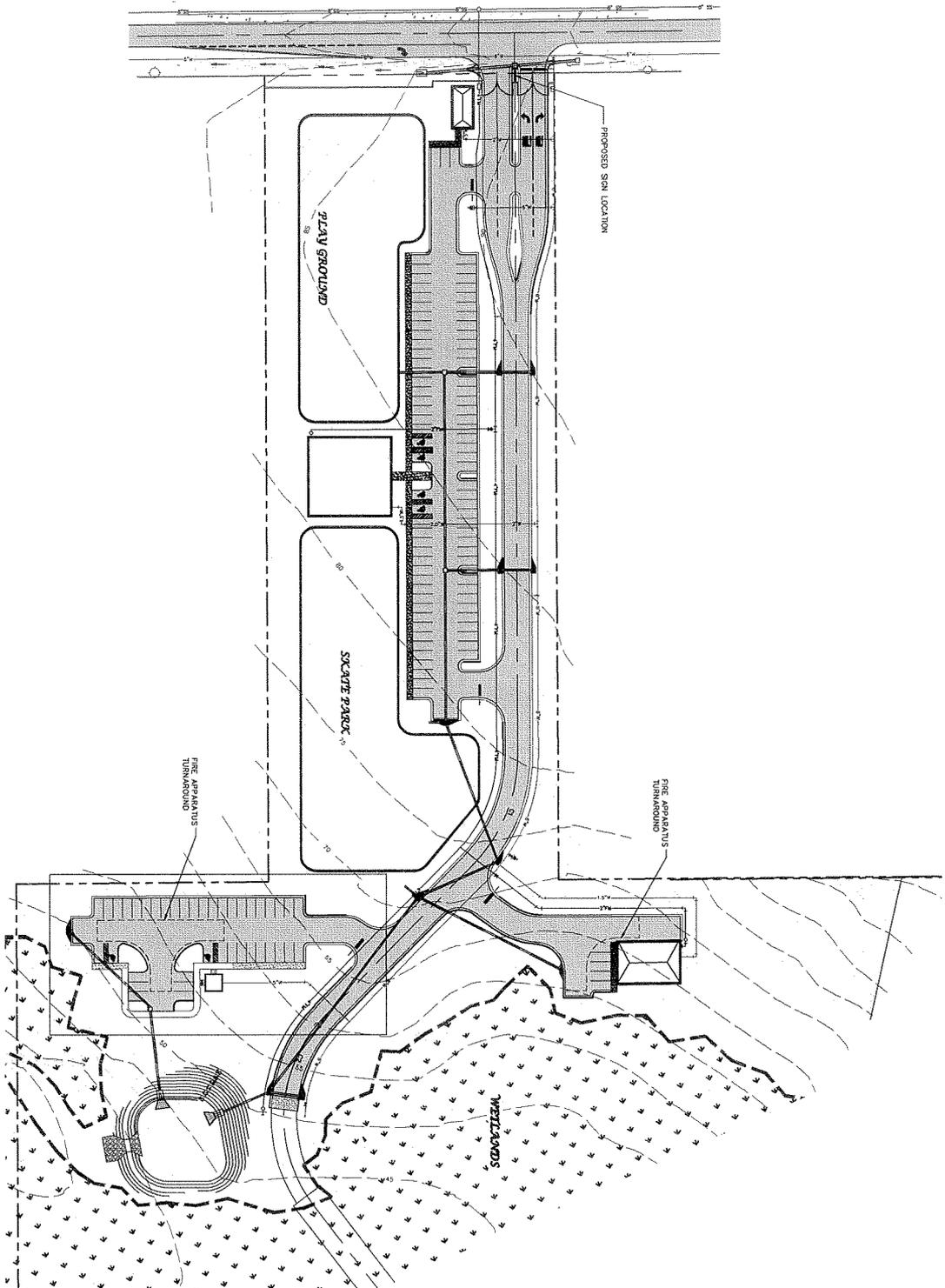
Project: **Daphne Sports Complex Entrance Road**

Date: **February 6, 2012**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING (201-A)	LS	1	\$	15,000.00
2	UNCLASSIFIED EXCAVATION (210-A)	CYIP	18,000	8.00 \$	144,000.00
3	BORROW EXCAVATION, SELECT FILL, 18" SAND CLAY (A-2-4 OR BETTER) (210-D)	CYIP	5,650	11.50 \$	64,975.00
4	FOUNDATION BACKFILL, COMMERCIAL 5" THICK (#57 STONE) (214-B)	CY	120	56.00 \$	6,720.00
5	ROADBED PROCESSING (230-A)	SY	10,675	1.25 \$	13,343.75
6	GRANULAR SOIL BASE, COURSE, UPPER LAYER, TYPE A, ROAD MIXED, 4" COMPACTED THICKNESS (301-A)	SYCIP	7,120	2.75 \$	19,580.00
7	GRANULAR SOIL BASE, COURSE, LOWER LAYER, TYPE A, ROAD MIXED, 4" COMPACTED THICKNESS (301-A)	SYCIP	6,535	2.75 \$	17,971.25
8	CRUSHED AGGREGATE, PLANT MIXED, (6" THICK) TYPE B (301-A)	SYCIP	4,635	13.00 \$	60,255.00
9	BITUMINOUS TREATMENT, TYPE A (401-A)	SY	6,000	1.25 \$	7,500.00
10	TACK COAT (0.05 GAL/SY) (405-A)	GAL	250	4.50 \$	1,125.00
11	BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1.5" COMPACTED THICKNESS, 165 #/SY (PARKING LOT) (424-A)	TONS	540	80.00 \$	43,200.00
12	BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1.0" COMPACTED THICKNESS, 110 #/SY (ENTRANCE ROAD & TURN LANE) (424-A)	TONS	230	80.00 \$	18,400.00
13	BITUMINOUS CONCRETE BINDER LAYER, 2.0" COMPACTED THICKNESS, 220 #/SY (ENTRANCE ROAD & TURN LANE) (424-B)	TONS	455	80.00 \$	36,400.00
14	18" ROADWAY PIPE, CLASS 3 (530-A)	LF	784	32.00 \$	25,088.00
15	24" ROADWAY PIPE, CLASS 3 (530-A)	LF	518	42.00 \$	21,756.00
16	30" ROADWAY PIPE, CLASS 3 (530-A)	LF	232	55.00 \$	12,760.00
17	42" ROADWAY PIPE, CLASS 3 (530-A)	LF	56	95.00 \$	5,320.00
18	MOBILIZATION (600-A)	LS	1	\$	20,000.00
19	6" UNDERDRAIN PIPE, TYPE 10 (606-A)	LF	250	12.00 \$	3,000.00
20	LOOSE RIPRAP, CLASS 2, 18" THICK (610-C)	TONS	150	75.00 \$	11,250.00
21	FILTER BLANKET, NON-WOVEN (610-D)	SY	180	3.00 \$	540.00
22	CONCRETE SLOPE PAVING (614-A)	CY	5	300.00 \$	1,500.00
23	CONCRETE SIDEWALK, 4" THICK, 6' WIDE (618-A)	SY	585	35.00 \$	20,475.00
24	18" PIPE END TREATMENT (619-A)	EA	1	700.00 \$	700.00
25	24" PIPE END TREATMENT (619-A)	EA	1	800.00 \$	800.00
26	42" PIPE END TREATMENT (619-A)	EA	1	1,000.00 \$	1,000.00
27	INLETS, TYPE "S3", ONE WING (621-C)	EA	6	3,500.00 \$	21,000.00
28	INLETS, TYPE "S4", ONE WING (621-C)	EA	2	4,000.00 \$	8,000.00
29	INLETS, TYPE "S3", TWO WING (621-C)	EA	3	4,000.00 \$	12,000.00
30	GRATE INLET (621-C)	EA	3	3,500.00 \$	10,500.00
31	INLETS, WEIR TOP (621-C)	EA	1	3,500.00 \$	3,500.00
32	JUNCTION BOX (621-C)	EA	1	2,500.00 \$	2,500.00

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
33	OUTFALL STRUCTURE	EA	1	10,000.00	\$ 10,000.00
34	CONCRETE CURB, TYPE "N" (623-B)	LF	250	15.00	\$ 3,750.00
35	COMBINATION CURB & GUTTER, TYPE M-2, 24" WIDE (623-C)	LF	4,220	15.00	\$ 63,300.00
36	6" WATER PIPE/ MAIN LAID C-900 (641-A)	LF	80	14.00	\$ 1,120.00
37	8" WATER PIPE/ MAIN LAID, C-900 (641-A)	LF	1,100	20.50	\$ 22,550.00
38	4" PVC SLEEVES (641-A)	LF	300	5.50	\$ 1,650.00
39	2" PVC WATER PIPE, CLASS 200 (641-A)	LF	215	5.50	\$ 1,182.50
40	1.5" PVC WATER PIPE, CLASS 200 (641-A)	LF	445	5.00	\$ 2,225.00
41	DUCTILE IRON OR CAST IRON WATER FITTINGS (641-C)	LBS	250	6.50	\$ 1,625.00
42	CONCRETE FOR WATER LINES (641-C)	CY	5	400.00	\$ 2,000.00
43	FIRE HYDRANTS (641-D)	EA	2	2,800.00	\$ 5,600.00
44	8" GATE VALVE, WATER (641-J)	EA	1	800.00	\$ 800.00
45	8" RETAINER GLAND (641-M)	EA	11	200.00	\$ 2,200.00
46	TAPPING VALVE AND SLEEVES (8" X 6") (641-O)	EA	1	2,500.00	\$ 2,500.00
47	8" MASTER WATER METER WITH BACKFLOW (IN VAULT) (641-Q)	EA	1	3,000.00	\$ 3,000.00
48	4" PVC FORCEMAIN, CLASS 200 (645-A)	LF	1,150	6.75	\$ 7,762.50
49	2" PVC FORCEMAIN, CLASS 200 (645-A)	LF	475	5.50	\$ 2,612.50
50	DUCTILE IRON OR CAST IRON FITTINGS FOR SEWERS/FORCEMAINS (645-C)	LBS	350	6.50	\$ 2,275.00
51	MANHOLES (DOG HOUSE) (645-H)	EA	1	3,500.00	\$ 3,500.00
52	4" GATE VALVE, SEWER (645-J)	EA	1	500.00	\$ 500.00
53	DIRECTIONAL BORE, 4" SDR 11	LF	60	65.00	\$ 3,900.00
54	CONCRETE FOR SEWER CONSTRUCTION (SS-10)	CY	3	400.00	\$ 1,200.00
55	END OF LINE CLEANOUT	EA	1	450.00	\$ 450.00
56	TOPSOIL FROM STOCKPILES, 5" THICK (650-B)	CYIP	850	4.00	\$ 3,400.00
57	SEEDING (652-A)	ACRE	2.5	1,200.00	\$ 3,000.00
58	TEMPORARY SEEDING (654-A)	ACRE	2.5	1,200.00	\$ 3,000.00
59	SOLID SODDING (654-A)	SY	6,000	4.50	\$ 27,000.00
60	MULCHING (656-A)	ACRE	2.5	1,200.00	\$ 3,000.00
61	STONE PAD CONSTRUCTION ENTRANCE (#4 STONE)	LS	1		\$ 3,000.00
62	POLYETHYLENE SHEETING (665-E)	SY	1,000	2.55	\$ 2,550.00
63	SAND BAGS (665-G)	EA	500	3.50	\$ 1,750.00
64	SILT FENCE, TYPE A (665-J)	LF	2,500	4.50	\$ 11,250.00
65	WATTLES (665-Q)	LF	600	8.00	\$ 4,800.00
66	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 4" WIDE (0.09" THICK) (701-A)	MILE	0.06	3,000.00	\$ 180.00
67	DOTTED WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 4" WIDE (0.09" THICK) (701-B)	LF	300	1.25	\$ 375.00
68	TRAFFIC SIGNS	LS	1		\$ 3,500.00
69	HANDICAP STRIPING	LS	1		\$ 1,000.00
70	SOLID WHITE STRIPE, CLASS 1, TYPE A, 4" WIDE (701-G)	LF	2,220	1.25	\$ 2,775.00
71	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, 24" WIDE, STOP BAR (0.09" THICK) (703-A)	SF	120	4.50	\$ 540.00
72	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, CHANNEL LINE, 8" WIDE (0.09" THICK) (703-A)	SF	200	4.50	\$ 900.00

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
73	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (0.09" THICK) (ARROW) (703-A)	SF	50	4.50	\$ 225.00
74	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (0.09" THICK) (703-B)	SF	75	4.50	\$ 337.50
75	4" SEWER METER	EA	1	1,500.00	\$ 1,500.00
76	TRAFFIC CONTROL	LS	1		\$ 5,000.00
77	ENGINEERING CONTROLS	LS	1		\$ 5,000.00
78	PERFORMANCE BOND	LS	1		\$ 10,000.00
79	LANDSCAPING & IRRIGATION	LS	1		\$ 55,000.00
80	BIDDING, SPECS & CONTRACT DOCUMENTS	LS	1		\$ 3,000.00
81	CONSTRUCTION ENGINEERING & SURVEILLANCE	LS	1		\$ 87,900.00
82	MATERIALS TESTING	LS	1		\$ 14,000.00
TOTAL AMOUNT					\$ 1,029,844.00



PROPOSED SIGNAGE
N.T.S.



LEGEND

- PW — PROPOSED WATER LINE W/SIZE
- M — PROPOSED WATER VALVE
- F — PROPOSED FIRE HYDRANT
- D — PROPOSED DOUBLE WIND NILET
- S — PROPOSED SINGLE WIND NILET
- PV — PROPOSED FORCE MAIN WITH SIZE

SITE DATA TABLE

TOTAL SITE AREA	5,317,717 SQ. FT. (122.08 AC.±)
TOTAL IMPROVED AREA	1,100,000 SQ. FT. (25.11 AC.±)
PROPOSED IMPROVED AREA	1,272,289 SQ. FT. (29.04 AC.±) (96.9% OF SITE)
PROPOSED IMPROVED AREA	124,411 SQ. FT. (2.87 AC.±) (93.6% OF SITE)
PROPOSED PARKING SPACES	126 SPACES (6 REMOVED UP ACCESSWAY)
ZONING	RS

NO. _____ DATE _____

REVISION _____

HUTCHINSON, MOORE & RAUCH, LLC
ENGINEERS & SURVEYORS
LAND PLANNERS

2039 MAIN STREET
DAPHNE, ALABAMA 36526

TEL (251) 628-2626
FAX (251) 628-6934
dphne@hmr-engineers.com

2981-SITE
D2500-2981-10.25

DAPHNE SPORTS COMPLEX
SITE PLAN
THE CITY OF DAPHNE

DATE: JANUARY 2008
SCALE: 1" = 50'
SHEET: 1A OF 20

RESOLUTION 2012 -

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

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

WHEREAS, the items listed below are recommended for disposal.

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

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

DEPT	TAG/VEH#	DESCRIPTION	VIN # / SERIAL #
Parks Mechanical	45	2150 John Deere Tractor Two (2) Wayne Gas Pumps	L02150G537223

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

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

ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2012.

Cathy S. Barnette, Council President

Bailey Yelding, Jr., Mayor

ATTEST:

David L. Cohen, City Clerk CMC

**CITY OF DAPHNE
PUBLIC WORKS COMMITTEE MEETING**

Time: 5:00 PM on January 17, 2012

Location: City Hall Council Chambers

CHAIRMAN - Councilman Tommie Conaway, District 1

Councilwoman Cathy Barnette, District 2

Councilman John Lake, District 3

I. CALL TO ORDER

The January meeting of the Public Works Committee was called to order at 5:10 PM

Present: Mayor Bailey Yelding, Councilwoman Tommie Conaway, Councilwoman Cathy Barnette, Councilman John Lake, Richard D. Johnson-Director Public Works, Sandra Cushway-PW Administrative Assistant, Jaye Robertson-HMR, Steve Commander – Volkert, Randy Davis – Volkert, Jimmy Mason McCrory & Williams, Daryl Russell – McCrory & Williams, Carah Hall, McCrory & Williams

II. PUBLIC PARTICIPATION & CORRESPONDENCE

- A. **Work Request Report** – December reports reviewed.
- B. **Vehicle/Equipment Maintenance Report** – December YTD reports reviewed.
- C. **Public Participation** – Jimmy Mason with McCrory Williams of 30 years. Just wanted to sit in and observe Public Works Committee Meeting. He introduced several of his staff members that were present as well.
- D. **Public Participation** – Randy Davis and Steven Commander with Volkert were present to report on the Hwy 98/CR64 project. Interruptions have been minimal. Left turning lane will be closed for two days. Will be back open on Friday.
- E. **Correspondence** – None submitted

III. OLD BUSINESS

- A. **Minutes – December 19 2011 Councilman Lake made a motion to accept the minutes; motion seconded by Councilwoman Barnette.**
- B. **Mosquito Reports** – None Submitted (not spraying season)
- C. **Street Sweeper Reports** – December reports reviewed. Councilman Lake questioned why Park City (Pine Hill and side streets) were still not being swept. Richard Johnson to follow-up with Street Supervisor to ensure that area is added to sweeping schedule.

IV. NEW BUSINESS

- A. Sidewalk on south side of CR64 from Target to Essex. New to acquire.
- B. Wilson Avenue to Watts – Level grade. No conflicts. Need to obtain easements from five (5) residents.
- C. Creekside – North side of Whispering Pines Roadm Creekwood crossing to Stratford Glen would require access to Mr. Reese’s property. No action at this time. Will revisit down the road. Need to tie existing sidewalks together. Councilman Lake said that we need to pay more attention to Safer Access to School grant and get sidewalks to all of the schools. Councilwoman Barnette asked whether this would fall under the grant. Richard stated that we need to tighten up the numbers and get more citizens involved in getting the easements. Councilman Lake would like to see all of the sidewalks marked every 1/10th of a mile for walkers/runners to be able to track their distance. Councilwoman Barnette stated that this would be a great project for the Trailblazers or an Eagle Scout project. Richard will provide more information at next month’s meeting.
- D. **Environmental Advisory Board** – Next meeting will be held on Monday – January 23, 2012.

V. DIRECTOR’S REPORT

- A. Motion for Right of Way – Richard Johnson deferred discussion of this topic. Will be discussed at a future meeting.

VI. SOLID WASTE AUTHORITY

- A. **Monthly Equipment Use Report** – Compared December 2010 to December 2011. Significant increase. Included in packet is a month to month and year to year comparison. Councilman Lake questioned whether we have considered proposing a recycling competition with neighboring municipalities. Richard stated that Tracey Miller, Solid Waste Coordinator has been very active with visiting POA's and providing them information. She is working with Councilwoman Barnette on Grant. She stated that we found out that we were way too low on our numbers last year. Preparing to submit this year's grant application. We are much clearer on our recycling message in the community this year.
- B. **Monthly Recycle Tonnage Report** (Last Quarter Tonnage Comparison).

VII. MUSEUM COMMITTEE

- A. **Minutes** – December 12 2011. Minutes reviewed.

VIII. BEAUTIFICATION COMMITTEE

- A. **Minutes – January 6, 2012.** Minutes reviewed
- B. **Update** – One of the DBC's projects is a landscape upgrade of the triangle in front of KFC. The community board would need to be moved. Richard will check with Code Enforcement and other ordinances (Land Use) to determine whether community board can be relocated and what the parameters are that would have to be met. Will bring information to next meeting,

IX. ENGINEER REPORT

- A. **NRCS Update** – None
- B. **HMR Update** – Lake Forest improvements: ready for binder early next week. Lawson and Ridgewood complete. Raising manhole lids. Another 45-60 days to completion. Also, bids are back on the Hwy 98/Whispering Pines project.

V. FUTURE BUSINESS

- A. **Next Meeting** – February 20, 2012

XI. ADJOURNMENT

The meeting adjourned at 5:45 PM.

**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:

**CITY COUNCIL MEETING
MAYOR'S REPORT**

NOTES:

CITY OF DAPHNE PARADE PERMIT

ORGANIZATION:	<i>Lupus Foundation</i>
CONTACT PERSON:	<i>Lucy King</i>
ADDRESS:	<i>11351 Halcyon Loop Daphne, AL 36526</i>
PHONE NUMBER (HOME):	<i>621-1423</i>
PHONE NUMBER (BUSINESS):	
CELL NUMBER:	<i>753-7989</i>
TYPE OF PARADE:	<i>Fund Raiser</i>
DATE OF PARADE:	<i>March 17, 2012</i>
ROUTE TO BE TRAVELED:	<i>See Attached Map</i>
APPROXIMATE # OF PEOPLE & CARS:	<i>25-50</i>
START TIME:	<i>8:00 A.M.</i>
STOP TIME:	<i>12:00 Noon</i>
ASSEMBLY AREA/STREET:	<i>City Hall</i>
ASSEMBLY TIME:	<i>7:30 A.M.</i>
SPECIAL INSTRUCTIONS:	
DATE APPLIED:	<i>February 3, 2012</i>
APPROVAL	
POLICE: Chief David Carpenter:	<i>[Signature]</i>
FIRE: Chief James White	<i>[Signature]</i>
PUBLIC WORKS: Richard Johnson	<i>[Signature]</i>
CITY COUNCIL APPROVAL:	
SPECIAL INSTRUCTIONS:	
DATE ROUTED:	<i>February 6, 2012</i>
NOTIFICATION:	

Daphne, Alabama

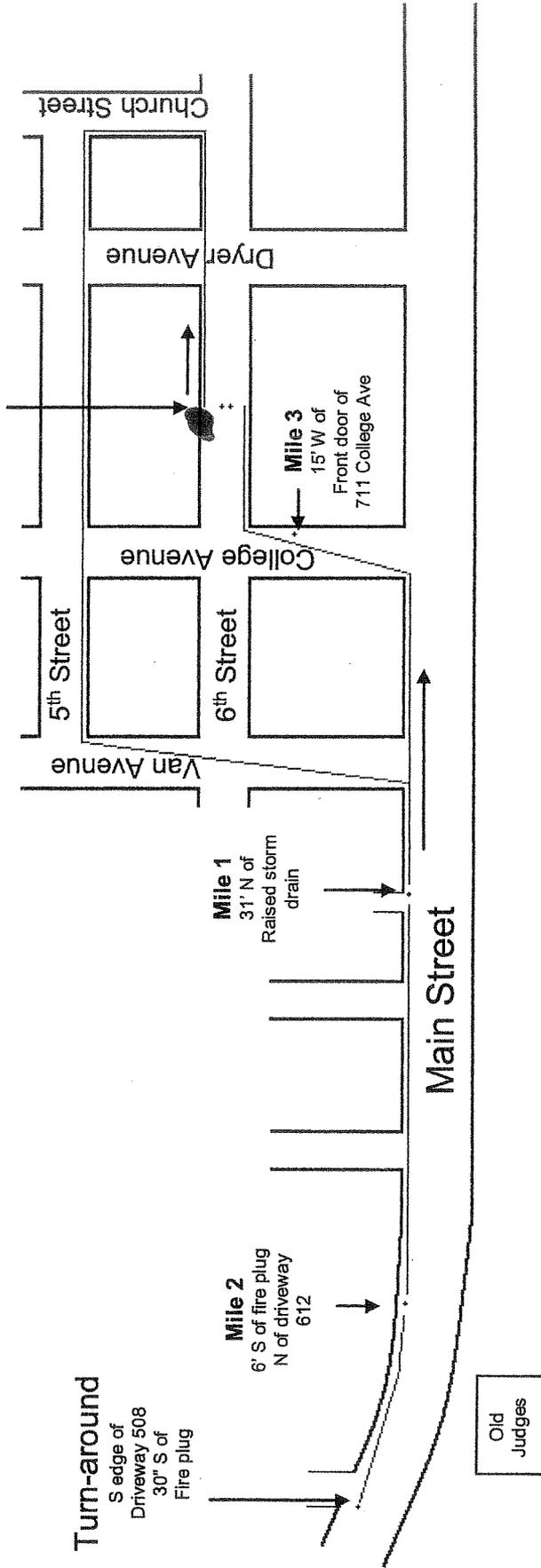


No Diagrams to Scale
Start/Finish and Turn-around
marked with washer green
paint



Splits: Marked with washers and green paint.
Locations are given explicitly on map.

Start/Finish
Even with Pole 49389
3' N of Pole 49384



Measured by Jon Bowie (Daphne, AL 251-209-0887)
jnbowie@gmail.com
14 August 2010
Calibrated on AL08007JD
Race contact: Flor Fellers 251-928-4248

CITY ATTORNEY'S REPORT

NOTES:

DEPARTMENT HEAD'S COMMENTS

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

NOTES:

RECOMMENDATIONS

COUNCIL COMMENTS:

RESOLUTION NO. 2012-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAPHNE APPOINTING ENOCH TOLER TO THE BOARD OF DIRECTORS OF THE SPECIAL CARE FACILITIES FINANCING AUTHORITY OF THE CITY OF DAPHNE

WHEREAS, the City Council (the “Council”) of the City of Daphne, Alabama (the “City”), previously has approved the formation of The Special Care Facilities Financing Authority of the City of Daphne (the “Authority”) in accordance with Chapter 62 of Title 11 of the Code of Alabama (1975), as amended (the “Act”); and

WHEREAS, the City desires to appoint Enoch Toler who is a qualified elector of and the owner of real property in the City and neither of whom is an officer of the State of Alabama or of any county or municipality in the State of Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS:

1. That Enoch Toler is appointed by the City Council as a director to the Board of Directors of the Authority to fill the position vacated by Joan Martin.
2. The term of Enoch Toler shall begin immediately, and end at noon on November 9, 2015.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this the _____ day of _____, 2012.

Cathy S. Barnette,
Council President

Bailey Yelding, Jr.,
Mayor

ATTEST:

David L. Cohen,
City Clerk, MMC

STATE OF ALABAMA:

COUNTY OF BALDWIN:

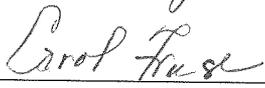
RESOLUTION OF THE BOARD OF
THE SPECIAL CARE FACILITIES FINANCING AUTHORITY
OF THE CITY OF DAPHNE

WHEREAS, in November of 2011, one of the active members of The Authority resigned her office and moved away from the City Limits of Daphne; and

WHEREAS, it is the request of the Board of The Authority that a replacement be named;

THEREFORE, BE IT RESOLVED that The Authority, acting through it's Chairman, does hereby request the City of Daphne to appoint Dr. Enoch Toler to the Board of the Authority to serve for a term of three years and until such time as his successor may be duly appointed and qualified.

DONE at Daphne, Alabama, this the 26th day of January, 2012.



CAROL FRUSH, Chairman

E. M. TOLER, M.D.

323 Whiting Court
Daphne, AL 36526

E.M. (Brother) Toler was born on July 3, 1938 in Baton Rouge, LA, the second of three children. He was raised in Clinton, a small town of 1,800 people thirty miles north of Baton Rouge. His father and grandfather before him were physicians and his mother was a nurse so medicine ran deep in the family tree. His older sister christened him "Brother" and it has been a lifelong nickname.

He finished LSU undergraduate in 1960 and LSU Medical School in 1964. He did an Internship at UT Hospital in Memphis, TN in 1964-65 followed by two years' service in the US Public Health Service, Indian Division in South Dakota and Minnesota. He was Service Unit Director and oversaw two small Indian hospitals there.

Returning to Charity Hospital in New Orleans in 1967, Dr. Toler began his three year residency in Ob-Gyn. In 1970 he moved to Mobile to join the practice of Abell, Jeansonne and Toler. His professional associations and honors include the Medical Society of Mobile County, Medical Association of the State of Alabama and the American College of Obstetricians and Gynecologists. He is past president of the Medical Society of Mobile County. He retired from practice in 2006 and has resided in Daphne since 2003. His hobbies include traveling, skiing and sailing and his leisure activities have always been shared with family and children.

Dr. Toler has been married to the former Anita Rea of Florence, AL for 48 years and is the father of two and the grandfather of four. His son and daughter-in-law are physicians practicing Ob-Gyn so the family legacy continues.

**RESOLUTION NO. 2012-07
2012-B-OIL & LUBRICANTS**

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

WHEREAS, The City of Daphne acknowledges that the cost for the OIL & LUBRICANTS will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the OIL & LUBRICANTS and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the OIL & LUBRICANTS be awarded to Martin Energy Services, LLC..

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid of Martin Energy Services, LLC. for unit cost listed as attached herein and made a part hereof for BID SPECIFICATION NO. 2012-B-OIL & LUBRICANTS.

Product Description	Quantity/Case Unit	Martin Energy Services, LLC.
SUPREME 5W-20	Case of 12 - 1 Qts	30.60
SUPREME 5W-30	Case of 12 - 1 Qts	30.60
SUPREME SYNTHETIC 10 W30	Case of 6 - 1 Qts	31.25
DELO 400 MULTIGRADE 15W40	Case of 12 - 1 Qts	36.90
DELO 400 MULTIGRADE 15 W40	Case - 6 - 1Gal	36.90
111/MERCON ATF	Case of 12 - 1 Qts	27.03
V ATF	Case of 12 - 1 Qts	41.19
400 SAE 30	Case of 12 - 1 Qts	33.27
1000 THF	5 Gallon Pail	49.75
RANDO HD68	5 Gallon Pail	48.80
RANDO HD 32	5 Gallon Pail	48.30
GEAR SAE 80W-90	5 Gallon Pail	52.94
GEAR LUBRICANT	Case of 12 - 1.8 lb Bottles	41.75
Dexos Synthetic 5W-30	Case of 6 - 1 qt Bottles	20.04
Dexos Synthetic 5W-20	Case of 6 - 1 qt Bottles	31.25

ADOPTED AND APPROVED 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

RESOLUTION 2012-08
2012-C-U.S. 98 & WHISPERING PINES INTERSECTION IMPROVEMENTS (TURN LANES & SIGNALIZATION)

WHEREAS, the City of Daphne is required under section 39-1-1(E) of the Code of Alabama to secure competitive bids for public works contracts in excess of \$ 50,000; and

WHEREAS, the City of Daphne acknowledges that U.S 98 & WHISPERING PINES ROAD INTERSECTION IMPROVEMENTS (TURN LANES & SIGNALIZATION) will exceed \$50,000; and

WHEREAS, the City of Daphne did receive and review bids for the U.S 98 & WHISPERING PINES ROAD INTERSECTION IMPROVEMENTS (TURN LANES & SIGNALIZATION) and has determined that the bid as presented is reasonable; and

WHEREAS, the City has entered into an agreement with ALDOT to reimburse 50% for the intersection improvements (\$322,368.08) at U.S. 98 & Whispering Pines Road with the City being responsible for 100% of the additive alternate for W.P. US Hwy 98 to Main Street (\$32,395.96), 50% of Signalization cost payable to ALDOT (*up to \$60,000*); and engineering costs (\$48,000) (*Total project cost incl Engineering & signalization is-\$785,132*); and

WHEREAS, staff recommends the bid for U.S 98 & WHISPERING PINES ROAD INTERSECTION IMPROVEMENTS (TURN LANES & SIGNALIZATION) be awarded to John G. Walton Construction Company, Inc..

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid from John G. Walton Construction Company, Inc. in the amount of \$677,132 as specified in BID SPECIFICATION NO. 2012-C-U.S 98 & WHISPERING PINES ROAD INTERSECTION IMPROVEMENTS (TURN LANES & SIGNALIZATION) with 50% of the construction cost (\$322,368.08) to be reimbursed to the City from ALDOT.

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

Resolution 2012-09

RESOLUTION: 2012-G-DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

WHEREAS, the City of Daphne is required under section 39-1-1(E) of the Code of Alabama to secure competitive bids for public works contracts in excess of \$ 50,000; and

WHEREAS, the City of Daphne acknowledges that in the event of a natural disaster the cost for the DISASTER DEBRIS REMOVAL & DISPOSAL will exceed \$ 50,000; and

WHEREAS, the City of Daphne did receive and review bids for the DISASTER DEBRIS REMOVAL & DISPOSAL and has determined that the bid as presented is reasonable; and

WHEREAS, the City of Daphne acknowledges that in the event of a declared emergency disaster that FEMA Eligibility requirements will have to be met to receive any type of reimbursement and these requirements must be followed by the City and the awarded Contractor and his subcontractors; and

WHEREAS, staff recommends the bid for DISASTER DEBRIS REMOVAL & DISPOSAL be awarded to Gulf Equipment Corp d/b/a Crowder Gulf

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid of Gulf Equipment Corp d/b/a Crowder Gulf for unit cost as attached herein and made a part hereof for BID SPECIFICATION NO. 2012-G-DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES.

APPROVED AND ADOPTED by the 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

RESOLUTION 2012 - 10

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

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

WHEREAS, the items listed below are recommended for disposal.

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

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

DEPT	TAG/VEH#	DESCRIPTION	VIN # / SERIAL #
Parks Mechanical	45	2150 John Deere Tractor Two (2) Wayne Gas Pumps	L02150G537223

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

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

ADOPTED AND APPROVED BY THE 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

RESOLUTION 2012-11

SAFE ROUTES TO SCHOOL PROJECT GRANT DAPHNE MIDDLE SCHOOL COUNTY ROAD 13

WHEREAS, the City of Daphne proposes to continue to construct a side walk adjacent to Daphne Middle School on County Road 13 to connect and extend as far as funds will allow and serve the French Settlement Subdivision, Sehoj Subdivision, and Tiawasse Subdivision and to provide for the health and well-being of the school children, general public and be ADA compliant; and

WHEREAS, the City of Daphne intends to make application to the Alabama Department of Transportation for grant assistance to develop a multi-use sidewalk at Daphne High School, and

WHEREAS, said programs are limited to funding a maximum of one hundred percent up to \$150,000 of the proposed project cost excluding engineering cost which will be contracted at a fixed amount with the city engineer prior to start of the project after project is awarded.

NOW THEREFORE BE IT RESOLVED that the City of Daphne supports the application for Safe Routes for School Grant, and

BE IT FURTHER RESOLVED that in the event a grant is awarded the City of Daphne understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF DAPHNE, ALABAMA, this _____ day of _____, 2012.

Cathy S. Barnette, Council President

Bailey Yelding, Mayor

ATTEST:

David L. Cohen, City Clerk, MMC

RESOLUTION 2012-12

RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A WARRANT PURCHASE AGREEMENT BETWEEN THE CITY AND GARDNYR MICHAEL CAPITAL WITH RESPECT TO THE SERIES 2012 WARRANTS

BE IT RESOLVED by the City Council (the “Council”) of Daphne, Alabama (the “City”), as follows:

Section 1. - Findings of Fact

The Council has determined and hereby finds and declares that the following facts are true and correct:

- (a) The City of Daphne, Alabama (the “City”) has heretofore issued pursuant to an Ordinance adopted by the Council on August 19, 2002, (the “2002 Ordinance”), its City of Daphne General Obligation Warrants, Series 2002, dated August 1, 2002, originally issued in the aggregate principal amount of \$2,660,000 (the “Series 2002 Warrants”).
- (b) The City has heretofore issued pursuant to an Ordinance adopted by the Council on September 5, 2006, (the “2006 Ordinance”), its City of Daphne Limited Obligation Special Tax Warrants, Series 2006, dated August 1, 2006, originally issued in the aggregate principal amount of \$9,090,000 (the “Series 2006 Warrants”).
- (c) The City is not in default in the payment of principal of or interest on the Series 2002 Warrants or the Series 2006 Warrants or under the 2002 Ordinance or the 2006 Ordinance.
- (d) The Council has previously authorized the issuance and sale of the City’s general obligation refunding warrants (the “Series 2012 Warrants”) for the purpose of providing funds necessary to refund the Series 2002 Warrants and Series 2006 Warrants.

Section 2. - Authorization with respect to the Series 2012 Warrants

The preparation and distribution of a Preliminary Official Statement with respect to the Series 2012 Warrants is hereby ratified and affirmed. The Mayor is hereby authorized to take all such actions as are necessary and appropriate to present the Series 2012 Warrants to the Council, including, without limitation, preparing authorizing proceedings for presentation to and approval of the Council. In the event he determines that it is desirable to do so in order to obtain favorable interest rates with respect to the Series 2012 Warrants, the Mayor is hereby authorized to execute a Warrant Purchase Agreement between the City and Gardnyr Michael Capital, Inc. with respect to the sale of the Series

RESOLTUION 2012-12 WARRANT PURCHASE AGREEMENT / GARDNYR MICHAEL CAPITAL PAGE 2

2012 Warrants, which Warrant Purchase Agreement shall be subject, however, to final approval by the Council of an Authorizing Resolution with respect to the Series 2012 Warrants.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF _____, 2012.

**CITY OF DAPHNE, ALABAMA
AN ALABAMA MUNICIPAL CORPORATION**

**CATHY S. BARNETTE,
COUNCIL PRESIDENT**

**BAILEY YELDING,
MAYOR, CITY OF DAPHNE**

ATTEST:

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

RESOLUTION NO. 2012-13

**GATOR ALLEY GRANT
306A PUBLIC ACCESS IMPROVEMENTS GRANT**

WHEREAS, the City of Daphne proposes to construct recreational resources at Gator Alley Park to provide for the health and well being of the general public; and

WHEREAS, the city intends to make application to the Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section for grant assistance to build a connecting boardwalk bridge from the west side of D'Olive Creek; and

WHEREAS, said programs are limited to funding a maximum of fifty (50%) up to \$50,000 of the proposed project cost estimates at (\$121,050) which the city's share would be (\$71,050) which will be used to build the boardwalk bridge.

NOW, THEREFORE, BE IT RESOLVED, that the City of Daphne make application for 306A Public Access Improvement Grant through the Department of Conservation and Natural Resources, State Lands Division, Coastal Section; and

BE IF FURTHER RESOLVED, that in the event a grant is awarded, the City of Daphne understands that it will sign assurances to comply with all applicable federal and state laws, rules, and regulations.

APPROVED AND ADOPTED ON THE _____ DAY OF FEBRUARY, 2012.

**Cathy S. Barnette
Council President**

**Bailey Yelding
Mayor**

ATTEST:

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

RESOLUTION NO. 2012-14

**AMPHITHEATER PLAN GRANT
ALABAMA COASTAL AREA MANAGEMENT PROGRAM
COASTAL PLANNING PROJECTS**

WHEREAS, the City of Daphne proposes to have a engineered plan for a amphitheater at Bay Front Park to provide for the health and well being of the general public; and

WHEREAS, the proposed engineering plans cost estimates at (\$75,000) which the city's request would be (\$75,000) which will be used to plan for a estimate \$500,000 outdoor amphitheater.

NOW, THEREFORE, BE IT RESOLVED, that the City of Daphne make application for Alabama Coastal Area Management Program Coastal Planning Projects through the Department of Conservation and Natural Resources, State Lands Division, Coastal Section; and

BE IF FURTHER RESOLVED, that in the event a grant is awarded, the City of Daphne understands that it will sign assurances to comply with all applicable federal and state laws, rules, and regulations and seek to planning that is consistent with coastal nonpoint source pollution control

APPROVED AND ADOPTED ON THE _____ DAY OF FEBUARY, 2012.

**Cathy S. Barnette
Council President**

**Bailey Yelding
Mayor**

ATTEST:

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

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

**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**

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**

**CITY OF DAPHNE
ORDINANCE NO. 2012-06**

**AN ORDINANCE TO ESTABLISH PROTOCOL FOR THE APPROPRIATION
OF FUNDING FOR OUTSIDE AGENCIES**

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.

**Cathy S. Barnette,
Council President**

**Bailey Yelding, Jr.,
Mayor**

ATTEST:

**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.

**Cathy S. Barnette,
Council President**

**Bailey Yelding, Jr.,
Mayor**

ATTEST:

**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.

**Cathy S. Barnette,
Council President**

**Bailey Yelding, Jr.,
Mayor**

ATTEST:

**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.

Cathy S. Barnette,
Council President

Bailey Yelding, Jr.,
Mayor

ATTEST:

David L. Cohen
City Clerk, MMC

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2012-11**

**AN ORDINANCE CONSENTING TO THE LEASE OF CERTAIN PROPERTY BY THE
UTILITIES BOARD OF THE CITY OF DAPHNE TO THE CITY OF DAPHNE**

WHEREAS, the Utilities Board of the City of Daphne (“Daphne Utilities”) is required to receive the consent of the City of Daphne under the provisions of Ala. Code § 11-50-314(a)(10) before it leases property; and

WHEREAS, the management of Daphne Utilities has determined that it is in the best interest of Daphne Utilities to lease property to the City of Daphne as described in detail on Exhibit A; and

WHEREAS, the Board of Directors of Daphne Utilities has approved the lease of the property to the City of Daphne as described in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED that the council of the City of Daphne does hereby consent to the lease by Daphne Utilities of the property described on Exhibit A, to the City of Daphne.

**Adopted and Approved by the 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

EXHIBIT A

AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 201__
by and between The Utilities Board of the City of Daphne ("Daphne Utilities"
or "Lessor") and the City of Daphne, Alabama, ("Lessee").

W I T N E S S E I H:

**ARTICLE ONE
Leased Property**

1.1 Daphne Utilities hereby agrees to lease to Lessee and Lessee hereby rents from Daphne Utilities its Portable Bathroom Trailer (hereinafter the "Equipment") in exchange for ONE HUNDRED DOLLARS and NO CENTS (\$100.00) per year and all consideration as stated in this Agreement. The Equipment shall be located on the South side of the parking lot of Bayside Park.

1.2 The Portable Bathroom Trailer subject to this lease is more particularly described as approximately 120 square foot trailer manufactured by Diamond Builders, Inc. in 2011. The manufacturer's identification number is DBI 4769.

**ARTICLE TWO
Leasing Term**

2.1 The term of this Agreement shall begin on the _____ day of _____, 201 __ and run for ten (10) years. Should the Equipment be returned sooner than the term of the lease, the rent owed by Lessee will be pro rated.

ARTICLE THREE
Compliance with Requirements

3.1 Lessee will promptly procure, maintain and comply with all permits, licenses, certifications and other authorizations required for the use and maintenance of the Equipment for the lawful operation thereof. Daphne Utilities will join in the application for any permit or authorization with respect to any legal requirements if such joinder is necessary and requested by Lessee in writing.

ARTICLE FOUR
Condition, Alterations and Additions

4.1 **Condition.** Daphne Utilities leases the Equipment in "as is" condition. Lessee is responsible for the cost to repair, replace, clean or otherwise restore the Equipment to its pre-existing condition, ordinary wear and tear excepted. If, upon inspection during the lease term Daphne Utilities the Equipment is not being well maintained (as determined in Daphne Utilities' sole discretion), Daphne Utilities may terminate this agreement, take possession of the Equipment and will return a pro rata portion of paid rent for the unused term.

4.2 **Alterations and Addition.** Lessee may not make additions, improvements or alterations of the Equipment without written consent from Daphne Utilities.

4.3 **Removal During Times of Peril.** In the event of impending or existing peril (including, but not limited to, hurricane, tornados, flooding,

other natural disasters, riots or other dangerous circumstances), if, in Daphne Utilities' estimation, the Equipment is threatened by the impending or existing peril, Daphne Utilities and the Lessee agree that, without notice, Daphne Utilities may remove the Equipment and take full possession of the Equipment. Daphne Utilities agrees to be responsible for the cost of removal and transportation of the Equipment. When, in Daphne Utilities' estimation, the peril has abated, Daphne Utilities will return the Equipment and Daphne Utilities will be responsible for the cost of reinstallation of the Equipment.

ARTICLE FIVE **Insurance**

5.1 **Insurance.** Lessee agrees to purchase casualty and liability insurance that covers the Equipment. Lessee further agrees that Daphne Utilities has sole discretion to determine the sufficiency of the insurance Lessee purchases to satisfy this requirement of this Agreement. At a minimum, Lessee agrees to provide casualty insurance coverage in the minimum amount of \$25,000 and liability insurance coverage in the minimum amount of \$1,000,000.

5.2 **Additional Insured.** Lessee agrees that Daphne Utilities will be named as an additional insured on any and all insurance policies covering the Equipment.

5.3 **Assignment.** Lessee hereby assigns to Daphne Utilities any award or payment on account of any damage, theft, destruction, or other which is payable to Lessee in connection with the Equipment. Lessee agrees

that this Agreement shall control the rights of Daphne Utilities and Lessee in any such award, and any contrary provision of any present or future laws is hereby waived.

ARTICLE SIX **Notice**

6.1 If there is any damage to or destruction of the Equipment, Lessee will promptly give notice thereof to Daphne Utilities, describing the nature and extent thereof.

ARTICLE SEVEN **Use of the Equipment**

7.1 **Lessee's Use.** Lessee may use the Equipment for any legally permissible use. Lessee agrees to be responsible for the cost of any and all utilities required for use of the Equipment.

7.2 **Daphne Utilities' Use.** Daphne Utilities specifically reserves the right to use the Equipment for the purposes of advertising. Such advertising includes, but is not limited to, the placement of signage in or on the Equipment.

ARTICLE EIGHT **No Warranties**

8.1 Daphne Utilities makes no warranties, express or implied, regarding the condition, fitness, safety or other state or use of the Equipment.

Lessee, for itself, its agents, its officers, its Employees, its affiliates and all others waives each and every warranty, whether

express or implied, regarding the fitness, condition, safety or other state or use of the Equipment.

ARTICLE NINE
Indemnity and Release

9.1 **Release.** Lessee agrees to release and hold harmless Daphne Utilities, its officers, directors, managers, employees, successors, assigns, agents and other representatives and affiliates, for any damage or injury arising out of the transportation, any usage, maintenance, storage or other use of the Equipment during the Leasing Term or otherwise arising from the Lessee's use or possession of the Equipment. Lessee specifically acknowledges that this provision survives termination of this Agreement.

9.2 **Indemnity.** Lessee agrees to indemnify Daphne Utilities for any claims, suits, complaints, grievances or other causes brought against Daphne Utilities for any damage or injury sustained arising out of the transportation, usage, maintenance, storage or other use of the Equipment during the Leasing Term or otherwise arising from the Lessee's use or possession of the Equipment. Lessee acknowledges that such indemnity includes any awards, settlements, fees, costs, expenses, attorney's fees or other expenses incurred by Daphne Utilities in the settling, defending, handling, addressing or otherwise managing of any such claim. However, this indemnity provision will not be construed to require Lessee to indemnify Lessor for any acts of the Lessor (including, but not limited to, Lessor's transportation of the Equipment). Lessee also specifically acknowledges that

this provision survives the termination of this Agreement.

ARTICLE TEN **Assignment**

10.1 Lessee may not assign this Agreement without the express written consent of Daphne Utilities.

ARTICLE ELEVEN **Amendment**

11.1 This Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

ARTICLE TWELVE **Miscellaneous**

12.1 **Severability.** If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

12.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the parties hereto and shall survive termination of this Agreement.

12.3 **Captions.** The Article and the Section headings are for convenience of reference only and shall not limit or otherwise affect the

meaning hereof.

12.4 **Governing Law.** The parties agree that this Agreement is executed in Alabama. This Agreement shall be governed by and construed in accordance with the laws of the state of Alabama.

12.5 **Venue.** The parties agree that for the enforcement, collection or other legal action, associated with this Agreement, the proper venue will be the State and Federal courts whose jurisdiction includes Baldwin County, Alabama.

12.6 **Relationship of Parties.** Daphne Utilities and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

12.7 **Authority.** The Lessee affirmatively represents that it has full and proper authority to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE UTILITIES BOARD OF THE CITY OF DAPHNE

(signature)

By: _____, Its _____
(printed)

THE CITY OF DAPHNE, ALABAMA, Lessee

(signature)

By: _____, Its _____
(printed)

ORDINANCE 2012-12

OTHER PERSONNEL COST: BUILDING MAINTENANCE

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, after further reviewing the FY2012 Budget after adoption a section of other personnel cost was found to need updating to reflect the department's full personnel costs; and

WHEREAS, the updated cost of the other personnel for the Building Maintenance was not budgeted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$43,791 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for Other Personnel cost for the Building Maintenance department.

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 2012-13

ADDITIONAL AUDIT/CPA SERVICES:

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, additional services from a Certified Public Accountant may be required to complete the City's Financial Reports/Statements for preparation of the FY2011 Year End Audit; and

WHEREAS, the City's current auditors will perform these additional duties in conjunction with the annual audit; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$4,000 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for preparation of the FY2011 Year End Financial Reports/Statements.

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 2012-14

BONDING: FINANCE DEPUTY DIRECTOR

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, since the new position of Deputy Finance Director is taking on responsibilities of researching and reporting on pending Bond Issues and other Financial activities while assisting or in the absence of the Finance Director; and

WHEREAS, the cost of this additional bonding for Finance personnel was not budgeted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$1,750 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for bonding of the Finance Deputy Director.

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 2012-15

COMMUNITY CONTRIBUTION: BARC (The Baldwin County Humane Society)

WHEREAS, Ordinance 2012-81 approved and adopted the Fiscal Year 2012 Budget on November 21, 2012; 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, BARC was formed to provide a means for the prevention of cruelty to animals within Baldwin County, to promote the adoption of homeless cats and dogs to good homes; and to help alleviate cruelty to and suffering of animals wherever such may occur.

WHEREAS, BARC also provides spay/neuter vouchers, the BARC Pet Food Pantry and other programs for animals; and

WHEREAS, the City Council has determined it to be in the best interest of the City to make a \$2,500 contribution to BARC.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$2,500 from the General Fund are hereby appropriated and made a part of the Fiscal Year 2012 budget for a contribution to BARC (The Baldwin County Humane Society). 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 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

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 **BARC** (The Baldwin County Humane Society), (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 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 shall provide the following public services within the Corporate Limits of the City of Daphne:

To provide a means for the prevention of cruelty to animals within Baldwin County, to promote the adoption of homeless cats and dogs to good homes; and to help alleviate cruelty to and suffering of animals wherever such may occur.

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 2012 fiscal year: \$ 2,500 (Two Thousand Five Hundred 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 upon approval of Council, 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, if requested by the City, 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. 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 fort above.

CITY OF DAPHNE, a Municipal Corporation

Bailey Yelding, Jr., Mayor

ATTEST:

David Cohen, City Clerk, MMC

BARC
BY: _____
TITLE: _____

Federal Tax ID#: _____

WITNESS:

By: _____

ORDINANCE 2012-16

U.S. 98 & WHISPERING PINES INTERSECTION IMPROVEMENTS (TURN LANES & SIGNALIZATION)

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 City has entered into an agreement with ALDOT to reimburse 50% for the intersection improvements (\$322,368.08) at U.S. 98 & Whispering Pines Road with the City being responsible for 100% of the additive alternate for W.P. US Hwy 98 to Main Street (\$32,395.96), 50% of Signalization cost payable to ALDOT (*up to \$60,000*); and engineering costs (*\$48,000*); and

WHEREAS, the U.S. 98 & Whispering Pines Road Intersection Improvements for Turn Lanes & Signalization is needed for enhanced traffic flow; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$785,132. from the General Fund are appropriated to be transferred to Capital Reserve made a part of the Fiscal Year 2012 budget for U.S. 98 & Whispering Pines Road Intersection Improvements for Turn Lanes & Signalization as follows:

- \$677,132.11 for construction of which ALDOT will reimburse \$322,368.08 (*City's portion - \$354,764.04 (322,368+32,395.96)*); and
- \$60,000 for signalization Upgrade & Replacement to be paid to ALDOT (*separate agreement*); and
- \$48,000 for Engineering; and
- the Mayor is hereby authorized to execute any documents required in order for the City of Daphne to participate in such intersection project.

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

**CITY OF DAPHNE
ORDINANCE NO. 2012-17**

**AN ORDINANCE TO REPEAL ORDINANCE NO. 2007-10 IN ITS ENTIRETY
AND TO PROMOTE MANDATORY SEWER CONNECTION**

WHEREAS, the City Council of the City of Daphne, after due consideration, believes that new City regulations concerning mandatory sewer connection are necessary; and

WHEREAS, said regulations will enable the City to more easily benefit the health, safety, and welfare of its citizens by mandating connection to sewer services;

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

SECTION I: CONNECTION TO SEWER REQUIRED

A. It shall be unlawful and an offense against the City for any person or entity to construct or maintain within the City any dwelling, building, or other place where human beings reside, are employed, congregate, rent, lease, use or permit to be used for such purposes which is not provided with facilities for disposal of the bodily discharges connected to a sanitary sewer line in the City.

B. All private or public premises within the City of Daphne shall be required to connect to the City sewer system and/or any utility providing sewer service with permission from the City within six (6) months after the City sewer system and/or any utility providing sewer service with permission from the City is made available.

C. It shall be a violation of this ordinance for any person or entity to fail or refuse to connect to the City sewer system and/or any utility providing sewer service with permission from the City.

D. For purposes of this section, sanitary sewer service shall be deemed available to any lot or parcel of land when a sanitary sewer line crosses or abuts upon any such lot or parcel or when a sanitary sewer line is laid in any public street, alley, or other

public way at a point where any such lot or parcel of land abuts upon any such public street, alley, or other public way.

SECTION II: REGULATION OF SEPTIC TANKS

A. Regulation of Septic Tanks: The Board of Health of Baldwin County or its duly authorized representatives being specifically empowered and directed by state law, are hereby empowered and directed by the City to making such inspections and investigations of and to take such legal steps as may be necessary to regulate and control the type, construction, reconstruction, location, use and maintenance of all septic tanks and all appurtenances thereto or used in connection therewith in the City.

B. Inspection of Septic Tanks: All septic tanks within the City shall be subject to inspection or investigation by the Board of Health or its duly authorized representative(s) at all reasonable times and the Board of Health or its representative(s) shall have the right to enter upon or into all property, premises or building for such purposes.

C. Permit for Construction and Maintenance of Septic Tank: It shall be unlawful and an offense against the City for any person to construct a septic tank on any property within the City without first having obtained a permit from their County Board of Health or its duly authorized representative.

D. It shall be unlawful and an offense against the City for any person to empty raw sewage into any septic tank or by any other means or method to privately dispose of such raw sewage after the time prescribed in Section I hereof.

SECTION III: PENALTIES

A violation of the provisions of this Ordinance shall be punishable by a fine of not less than \$10.00 nor more than \$100.00 per day of violation. Each day of non-compliance following the 15th day after notice shall be considered a separate offense.

SECTION IV: REPEALER

That Ordinance 2007-10 is hereby repealed in its entirety and further 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 V: 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 VI: 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**