

CITY COUNCIL BUSINESS MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
JULY 15, 2013
6:30 P.M.

- 1. CALL TO ORDER**
- 2. ROLL CALL / INVOCATION**

- 3. APPROVE MINUTES:** Council meeting minutes / July 1, 2013
Council Work Session meeting minutes / July 8, 2013
Council Strategic Plan meeting minutes / July 8, 2013

ANNOUNCEMENT: Beautification Award

PRESENTATION: Coach Vickery

PUBLIC HEARINGS:

- 1. Rezoning:** John & Deborah Kim
Location: Southwest of the intersection of Pollard Road and County Road 64
Present Zoning: R-2, Medium Density Single Family Residential District
Requested Zoning: B-3, Professional Business District
Recommendation: Unanimous Unfavorable

- 2. Rezoning:** Interstate-Baldwin Investment, LLC
Location: Northwest of the intersection of
TimberCreek Subdivision and Interstate 10
Present Zoning: B-2, General Business District
Requested Zoning: R-6 (G), Garden or Patio Homes
Recommendation: Unanimous Favorable

4. REPORT STANDING COMMITTEES:

A. FINANCE COMMITTEE / Conaway

Review minutes / July 8th

1. Ordinances:

- a.) ATRIP / Lake Forest Phase II / **Ordinance 2013-41**
- b.) U.S. 98 (SR 42) Service Road Extension in Baldwin County Agreement
Between the City, ALDOT and Two Step Partners, LLC / **Ordinance 2013-42**
- c.) Appropriation of Funds: S.E.E.D.S. / **Ordinance 2013-44**

2.) Resolutions:

- a.) ATRIP / Resurfacing 1.895 Miles on Bay View Drive and Ridgewood Drive from
Rolling Hill Drive to Dunbar Loop / **Resolution 2013-38**
- b.) Credit Card Issuance for Procurement / **Resolution 2013-39**

3.) Motions:

1. To authorize the application for the City of Daphne Village Point-Bay Front Invasive Species Grant through Federal and State Agencies.

2. To authorize the application for the Restoration of the Yancey Branch – Abandoned Dirt Pit through Federal and State Agencies.

4. Financial Reports:

Treasurers Report / June 30, 2013 / No report. Not reconciled
Sales Tax, / May 31, 2013 / No report. Not reconciled
Lodging Tax, May 31, 2013 / No report. Not reconciled

B. BUILDINGS & PROPERTY COMMITTEE- DavisReview minute / July 3rd**C. PUBLIC SAFETY -** Rudicell**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE -** FryReview minutes / July 10th**Ordinances on the agenda:**a.) Public Indecency Ordinance / 2nd Readb.) Community Standards Ordinance / 2nd Readc.) Amending Chapter 1 of the Employee Handbook / Privately Owned Firearms & Ammunition
In the Work Place / 1st Read**E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY -** LeJeune**5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:****A. Board of Zoning Adjustments –** Adrienne Jones**B. Downtown Redevelopment Authority –** ConawayReview minutes / June 26th**C. Industrial Development Board –** DavisReview minutes / June 24th**MOTION:** Re-appoint Dan Romanchuk / Term 2012-2018 and Denis Kearney / Term 2011-2017**D. Library Board -** Lake**E. Planning Commission –** ScottReview minutes / May 23rdReview Special Called meeting minutes and report / June 11thReport for the June 11th and June 27th Planning Commission meetingSet a Public Hearing date for **August 19, 2013** and approve advertising to consider:

a.) Amendments to the Land Use & Development Ordinance:

- 1.) Repeal Article 11-14(h) Common Open Space Provisions in its entirety and Replace with Article 11-14(h) Open Space and Recreation Provisions
- 2.) Amend Article 8 Definition of Terms to Add “No Clear Zone”
- 3.) Amend Articles 8 & 35 Definition of Terms and Table of Permitted Uses as related to the Community Standards Ordinance 2013-38

b.) Public Notice of Sign Committee Meetings through August 13th**F. Recreation Board -** LeJeuneReview minutes / May 15th**G. Utility Board -** FryReview minutes / April 24th**6. REPORTS OF OFFICERS:****A. Mayors Report****MOTION:** Authorize the Mayor to enter into a contract with ALDOT for mowing the right-of-ways
at I-10 and State Route 181**B. City Attorney’s Report****C. Department Head Comments****City Clerk Report:**

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

- a.) Resurfacing 1.895 Miles on Bayview Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop/Resolution 2013-38
- b.) Authorizing Issuance of a Credit Card for Procurement...../Resolution 2013-39

ORDINANCES:

2ND READ

- a.) An Ordinance Regulating Public Indecency...../Ordinance 2013-31
- b.) Rezone: Earth Inc. / R-3 to R-6 (G)..... /Ordinance 2013-37
- c.) Regulating Community Standards...../Ordinance 2013-38

1ST READ

- a.) Rezone: John & Deborah Kim / Property located Southwest of the Intersection of Pollard Road & County Road 64..... /Ordinance 2013-39
- b.) Rezone: Interstate-Baldwin Investment, LLC / Property Located Northwest of the Intersection of TimberCreek Subdivision and Interstate 10..... /Ordinance 2013-40
- c.) Resurfacing Bayview Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop (*Lake Forest Phase III*)..... /Ordinance 2013-41
- d.) U.S. 98 (SR42) Service Road Extension in Baldwin County Agreement for Preliminary Engineering, ROW Acquisition, Utilities and Construction...../Ordinance 2013-42
- e.) Amending Chapter 1 of the Employees Handbook: Privately-Owned Firearms and Ammunition in the Workplace/Ordinance 2013-43
- f.) Appropriation of Funds: S.E.E.D.S (*Supporting Educational Enrichment in Daphne School's*)/Ordinance 2013-44

9. COUNCIL COMMENTS

10. ADJOURN

**CITY OF DAPHNE
CITY COUNCIL**

ROLL CALL

CITY COUNCIL:

COUNCILWOMAN CONAWAY	PRESENT___	ABSENT___
COUNCILMAN RUDICELL	PRESENT___	ABSENT___
COUNCILMAN LAKE	PRESENT___	ABSENT___
COUNCILMAN FRY	PRESENT___	ABSENT___
COUNCILMAN SCOTT	PRESENT___	ABSENT___
COUNCILMAN LEJEUNE	PRESENT___	ABSENT___
COUNCILMAN DAVIS	PRESENT___	ABSENT___

MAYOR:

MAYOR HAYGOOD	PRESENT___	ABSENT___
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CITY CLERK:

REBECCA HAYES	PRESENT___	ABSENT___
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CITY ATTORNEY:

JAY ROSS	PRESENT___	ABSENT___
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**JULY 1, 2013
CITY COUNCIL MEETING
BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

1. CALL TO ORDER:

Council President Scott called the meeting to order at 6:33 p.m.

2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGAANCE:

Pastor Jerry Hewett, Bay Community Church gave the invocation.

COUNCIL MEMBERS PRESENT:

Tommie Conaway; Pat Rudicell, John Lake; Randy Fry; Ron Scott; Robin LeJeune; Joe Davis, III.

Also present: Rebecca Hayes, City Clerk; Sarah Toulson, Assistant City Clerk; Jay Ross, City Attorney; David Carpenter, Police Chief; James White, Fire Chief; Tonja Young, Library Director; Vickie Hinman, HR Director; Richard Merchant, Building Official; Margaret Thigpen, Civic Center Director; David McKelroy, Recreation Director; Richard Johnson, Public Works Director; Michael Hoyt, Municipal Judge Adrienne; Jones, Director of Community Development; Suzanne Henson, Senior Accountant; Bob Segalla, Utility Board; Al Guarisco, Village Point Foundation.

Absent: Mayor Haygood.

3. APPROVE MINUTES:

June 17, 2013 Council meeting minutes

June 24, 2013 Strategic Plan meeting minutes

Mr. Ross stated that Ordinance 2013-27 has been amended to correct a scrivener's error, putting the zoning in the right place in the ordinance.

Councilman Fry asked that Mrs. Ann Strickland's statement under public participation be added to the minutes verbatim.

MOTION BY Councilman LeJeune to adopt the June 17, 2013 meeting minutes as amended to include Mrs. Ann Strickland's statement verbatim under public participation. Seconded by Councilman Fry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

There were no corrections to the June 24, 2013 Strategic Plan meeting minutes, and the minutes stand approved as written.

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4. REPORT OF STANDING COMMITTEES:

A. *FINANCE COMMITTEE* – Conaway

The next meeting will be July 8th at 4:00 p.m.

B. *BUILDINGS & PROPERTY COMMITTEE* - Davis

The minutes for the June 3rd meeting are in the packet. The committee met today and those minutes will be in the next packet.

C. *PUBLIC SAFETY COMMITTEE* – Rudicell

The next meeting will be July 10th at 4:30 p.m.

D. *CODE ENFORCEMENT/ORDINANCE COMMITTEE* – Fry

The next meeting will be July 10th after the Public Safety meeting. Mr. Fry said that he will not be at that meeting, and asked Mr. Rudicell to chair the meeting.

E. *PUBLIC WORKS COMMITTEE* – LeJeune

The June 17th minutes are in the packet. The next meeting will be July 15th at 5:00 p.m.

5. REPORTS OF SPECIAL BOARDS & COMMITTEES:

A. *Board of Zoning Adjustments* – Adrienne Jones

Mr. Robison said there will not be a meeting in July.

B. *Downtown Redevelopment Authority* – Conaway

The plaque for the fountain is in place recognizing those that were responsible for the statue and fountain. The next meeting will be July 24th at 5:30 p.m.

C. *Industrial Development Board* – Davis

The board met June 24th, and the minutes will be in the next packet. They reviewed the incorporation papers and by-laws. They were dated June 24, 1974, they are 39 years old. They are reviewing them to update to bring the by-laws up to date.

D. *Library Board* – Lake

Mrs. Young stated there will not be a meeting in July or August. They have a Summer Reading program for Adults in July. They will meet on Wednesdays and Saturdays. The theme for Saturday morning will be Road Trip on Route 66.

E. *Planning Commission* – Scott

The Planning Commission met last Thursday, and the minutes will be in the packet after approval. Mr. Scott mentioned that at the last council meeting the credentials of the Planning Commission were called into question. He said that all the members have college degrees, and all but one have gone through the certification training. The Planning Commission meeting is

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the fourth Thursday of the month, and Site Preview is the Wednesday before the Planning Commission meeting.

F. Recreation Board – LeJeune

The next meeting will be July 10th at 6:30 p.m.

G. Utility Board – Fry

The board met last week. The next meeting will be July 31st 5:00 p.m. in the council chambers.

6. REPORTS OF OFFICERS:

A. Mayor's Report

a.) Paris Air Show

Mayor Haygood said there was a Baldwin County Delegation present, and there were about 100 from Alabama that attended. They attended production meetings, and 20 meetings with suppliers. The time frame will be slower in understanding how they will serve the air business. He said it was very productive, and he made a lot of contacts which will be of benefit down the road.

B. City Attorney's Report

Mr. Ross asked council to adjourn into Executive Session at the end of the meeting to discuss pending litigation.

C. Department Head Comments

Richard Johnson – Public Works Director – thanked council for passing the capital budget where they were able to purchase a new knuckleboom truck. The truck is outside for council and citizens to view. He said that the pedestrian bridge at Gator Alley will be dedicated July 10th at 10:00 a.m., and Hampton Inn will provide treats.

Michael Hoyt – Municipal Judge – thanked council and the Mayor for the new magistrates position. They have someone they will be making an offer to shortly.

David McKelroy – Recreation Director – Thursday's July 4th celebration will kickoff 5:00 p.m. – 8:00 p.m. with inflatable slides, hot dogs, lemonade and snow cones will be available. The following weekend will be the Jubilee 7 on 7 tournament with 28 teams from outside the area which will be bringing 30 players with each team.

James White – Fire Chief – cautioned even though it is illegal to shoot fireworks inside the city limits, if citizens choose to do it anyway to use caution.

City Clerk Report – Rebecca Hayes –

No report.

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7. PUBLIC PARTICIPATION

Ms. Sarah Harris – Daphne - spoke of her concern of the access point for the development on Tallent Lane saying it will destroy the community.

8. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

- a.) Establishment of “On Call” and Project Engineering Services. /Resolution 2013-36
- b.) Confiscated Funds Signatories /Resolution 2013-37

<p>MOTION BY Councilwoman Conaway to <u>waive the reading</u> of Resolutions 2013-36 and 2013-37. <i>Seconded by Councilman Rudicell.</i></p> <p>AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED</p>

<p>MOTION BY Councilwoman Conaway to <u>adopt</u> resolutions 2013-36 and 2013-37. <i>Seconded by Councilman Lake.</i></p> <p>AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED</p>

ORDINANCES:

2ND READ

- a.) Appropriation of Funds: Daphne High School Band. /Ordinance 2013-33
- b.) Appropriation of Funds: 2012 Assistance to Firefighters Grant /Ordinance 2013-34
- c.) Fiscal 2013 Amended Budget: New Personnel and Personnel Restructuring /Ordinance 2013-35
- d.) Bicyclist Safety. /Ordinance 2013-36

1ST READ

- e.) An Ordinance Regulating Public Indecency. /Ordinance 2013-31

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- f.) Rezone: Earth Inc. / R-3 to R-6 (G)/Ordinance 2013-37
- g.) Regulating Community Standards...../Ordinance 2013-38

MOTION BY Councilman Fry to waive the reading of Ordinance 2013-33. *Seconded by Councilman Davis.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Lake to adopt Ordinance 2013-33. *Seconded by Councilman Davis.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Fry to waive the reading of Ordinance 2013-34. *Seconded by Councilman Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman Fry to adopt Ordinance 2013-34. *Seconded by Councilman Rudicell.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman LeJeune to waive the reading of Ordinance 2013-35. *Seconded by Councilman Fry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilman LeJeune to adopt Ordinance 2013-35. *Seconded by Councilman Fry.*

AYE Conaway, Rudicell, Fry, LeJeune, Davis, Scott NAY Lake

MOTION CARRIED

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MOTION BY Councilman Lake to waive the reading of Ordinance 2013-36. *Seconded by Councilwoman Conaway.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Councilwoman Conaway to adopt Ordinance 2013-36. *Seconded by Councilman Lake.*

AYE ALL FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES 2013-31, 2013-37 and 2013-38 ARE 1ST READ.

9. COUNCIL COMMENTS:

Councilwoman Conaway reminded everyone to keep in mind that July 4th represents freedom and independence.

Councilman Lake said that at the meeting of the Park City Water Board they spoke of their concern about the traffic on Tallent Lane. He is concerned with the added traffic that the proposed subdivision will bring to the community, and said that they need to look at the long term and protect all in the community.

Councilman Fry wished everyone a good 4th of July. He invited all to come out to Trione Sports Complex and celebrate freedom and way of life. He thanked the Public Works department for all the flags erected around town.

Councilman LeJeune thanked the Mayor and Public Works for the flags, and he is looking forward to the celebration at Trione.

Councilman Davis said everyone should celebrate what the 4th really means, and teach small children the history of the 4th. He thanked the Scout leaders, and thanked the Beautification Committee for the flags. He is looking forward to the 4th.

Council President Scott recognized the Boy Scouts that were in the audience working on their citizenship badge. He thanked the Scout leaders for a good job. He also thanked the Beautification Committee for the flags. He said they will be adding flags year by year as they can afford.

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Mayor Haygood mentioned to Mr. Lake that they are tracking the R-6(g), and they may need to add another zone. He said it was good to see Mayor Small in the audience

10. ADJOURN:

MOTION BY Councilman Lake to adjourn into Executive Session to discuss pending litigation. *Seconded by Councilman Rudicell.*

Mr. Ross, City Attorney, certified the foregoing mentioned reason for going into Executive Session is appropriate according to the Open Meetings Act. The session will take 15 minutes.

ROLL CALL VOTE

Conaway	Aye	LeJeune	Aye
Rudicell	Aye	Davis	Aye
Lake	Aye	Scott	Aye
Fry	Aye		

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 7:15 P.M.

Respectfully submitted by,

 Rebecca A. Hayes, City Clerk

Certification of Presiding Officer,

 Ron Scott, Council President

**JULY 8, 2013
CITY COUNCIL WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

COUNCIL MEMBERS PRESENT: Tommie Conaway; Pat Rudicell; John Lake; Randy Fry; Ron Scott; Robin LeJeune; Joe Davis.

Also present: Mayor Dane Haygood; Rebecca Hayes, City Clerk; Jay Ross, City Attorney.

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

1. DAVID TARWATER / PRESENTATION FOR S.E.E.D.S.:

Mr. Tarwater gave statistics on money spent of each student in Alabama and Baldwin County ranks at the bottom of the list. S.E.E.D.S. is asking that the city partner with them in growing world class schools in Daphne. They asked council for consideration of their proposal:

1. Establishment of foreign language studies for K-6 (\$34,000)
2. Hobson's Naviance College & Career-readiness platform (\$13,000)
3. 135 iPads for Grade K-6 (\$52,000)

2. VILLAGE POINT FOUNDATION / MRS. SELENA VAUGHN

Mrs. Vaughn gave a synopsis of how the Bayfront property was purchased, and the citizen help that was involved. She is concerned about talk of repurposing the lodging tax funds. She mentioned the purposed behind the lodging tax was to purchase and maintain Bayfront property. She wondered if council was finished with the Bayfront.

Council wanted to know how much money the Village Point Foundation has brought in for the Bayfront property.

3. CRITERIA FOR COMMUNITY CONTRIBUTIONS

Council discussed establishing a total amount to fund community contributions by setting aside a percentage of revenues, and then having a maximum amount to give each request.

They discussed excluding education, and limiting what they do for the schools. They discussed having some guidelines.

Council feels that if the community knows the rules they will play by them.

Mayor Haygood said that he requested that submissions for funding be made early so they could be included in the budget.

Council asked Mayor Haygood to send them all the requests that he has received.

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CITY COUNCIL WORK SESSION
1705 MAIN STREET
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6:30 P.M.**

4. RULES OF PROCEDURE

Councilman LeJeune said that if it was not in the ordinance already or covered by state code or Roberts Rules of Order he wanted to include that an item can be put on the agenda if requested by two (2) councilmembers.

Mr. Ross asked that they state which edition of Roberts Rules of Order they wish to use.

Mayor Haygood asked council to consider making the recording of council meetings available for the public to review.

5. WHATEVER ELSE IS DEEMED NECESSARY

a.) *Sign Committee*

Mayor Haygood said the committee has met and decided to meet every Tuesday 4:30 p.m. to 6:30 p.m. They are concerned that they might not be finished by August 13th, and wanted to know if council would consider extending the time period to the end of August.

Council said they had no problem with extending the time, but does not want to extend the time for more than 30 days. There is a timeline involved so that council will not have to renew the promotional advertising motion.

The recommendation from the committee will come back to council, and then be forwarded to the Planning Commission, and then back to council.

Mayor Haygood said that the #4 item on the Action Item List can be crossed off as accomplished.

6. ADJOURN

There being no further business to discuss the meeting adjourned at 8:15 p.m.

Respectfully submitted by,

Rebecca A. Hayes,
City Clerk

Certification of Presiding Officer:

Ron Scott,
Council President

STRATEGIC PLAN MEETING

JULY 8, 2013

1705 MAIN STREET

4:30 P.M.

PRESENT: Councilwoman Conaway; Councilman Rudicell; Councilman Lake; Councilman Fry; Council President Scott; Councilman LeJeune; Councilman Davis; Mayor Haygood; Rebecca Hayes, City Clerk; Adrienne Jones, Community Development Director; David Carpenter, Police Chief; Jane Ellis, Mayor's Assistant; Sarah Toulman Assistant City Clerk; Margaret Thigpen, Civic Center Director; Richard Johnson, Public Works Director.

1. PUBLIC PARTICIPATION

No one spoke.

2. VISION STATEMENT

Council agreed to use as a base the following for the Vision Statement:

“Daphne, a family oriented city, is committed to a high quality of life, a strong sense of community and the fostering of a positive environment for education, cultural and business growth.”

Council can tweak this phrase, and submit to the City Clerk.

HOMEWORK

- a.) Work on the Vision Statement
- b.) Go from Vision Statement to Mission Statement (*Think about a mission statement*)
- c.) Start thinking of goals for the city (*look over goals from the IDB Strategic Plan*)

Any department that does not have a Vision Statement should prepare one, and can revise the one they have.

Meeting adjourned at 6:15 p.m.

The next meeting in two weeks, July 22nd.

**PUBLIC HEARING
FOR COUNCIL MEETING
JULY 15, 2013**

TO CONSIDER:

1.

Rezoning: John & Deborah Kim

Location: Southwest of the intersection of
Pollard Road and County Road 64

Present Zoning: R-2, Medium Density Single
Family Residential District

Requested Zoning: B-3, Professional Business District

Recommendation: Unanimous Unfavorable

2.

Rezoning: Interstate-Baldwin Investment, LLC

Location: Northwest of the intersection of
TimberCreek Subdivision and Interstate 10

Present Zoning: B-2, General Business District

Requested Zoning: R-6 (G), Garden or Patio Homes

Recommendation: Unanimous Favorable

To: Office of the City Clerk
From: Adrienne D. Jones,
Director of Community Development
Subject: John & Deborah Kim
Zoning Amendment Review
Date: June 12, 2013

MEMORANDUM

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

PROPOSED ZONING: B-3, Professional Business District

LOCATION: Southwest of the intersection of Pollard Road and County Road 64

RECOMMENDATION: At the Tuesday, June 11, 2013, special meeting of the Daphne Planning Commission, nine members were present and the motion to set forth an unfavorable recommendation carried unanimously.

Attached please find the appropriate documentation and action of the Daphne Planning Commission.

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda of Monday, June 17, 2013 to set the public hearing for Monday, July 15, 2013.

Thank you,
ADJ/jv

cc: file

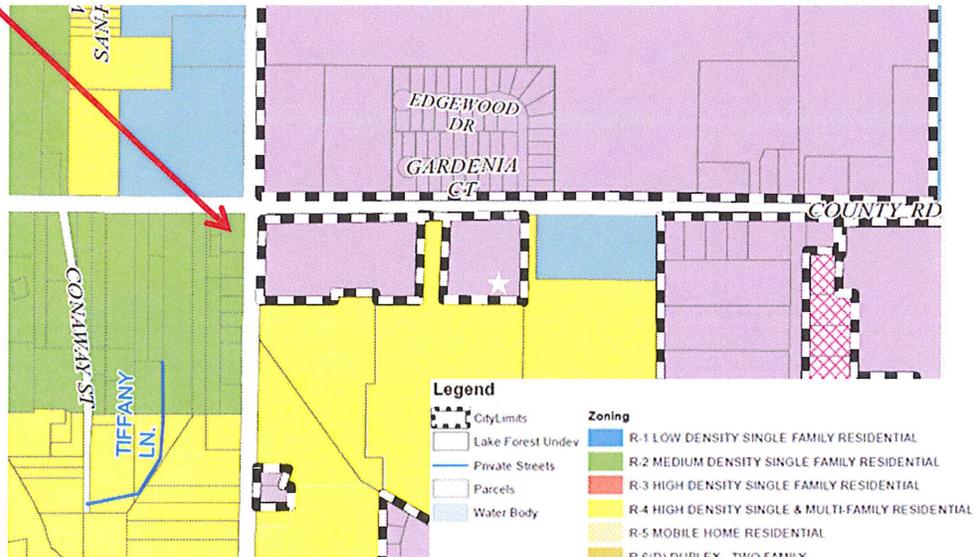
attachment(s)

1. Community Development Report
2. Petition
3. Legal description
4. Map of property - Boundary Survey
5. Correspondence to Adjacent Property Owners
6. Adjacent property owners' list

Planning Commission



Zoning Amendment Review John & Deborah Kim



COMMUNITY DEVELOPMENT

ZONING AMENDMENT PROPOSAL

Owner: John & Deborah Kim
Existing Conditions: 0.46 acres
Existing Zoning: R-2, Medium Density Single Family Residential District
Proposed Zoning: B-3, Professional Business District

Surrounding Zonings/Uses:

North - (B-2) General Business zoned (Baldwin Bone & Joint Medical Office)
South - R-2, Medium Density Single Family Residential District (residence)
East - Baldwin County unincorporated
West - R-2, Medium Density Single Family Residential District (residence)

Existing Utility Service Providers:

Sewer – Daphne Utilities
Gas – Daphne Utilities
Electric – Riviera Utilities
Water – Daphne Utilities

Affected City Service Providers:

Fire Protection—Station 2 (North Main Street)
Police Protection—Police Beat 1
Public Works

Baldwin County Schools

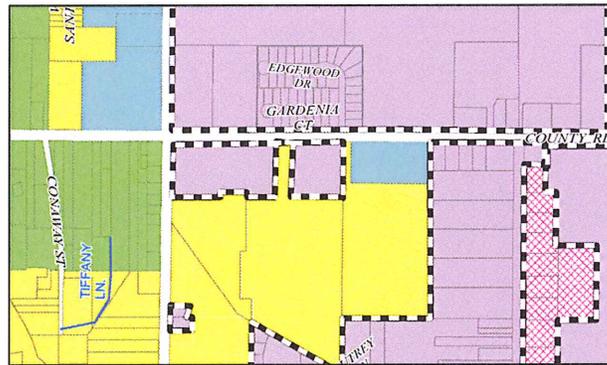
School district zones are not set by municipal boundaries; therefore school districting will not be affected by zoning.

Comprehensive Plan

The current Comprehensive Plan designates the subject property as residential. The proposed use is not consistent with the comprehensive plan. It should be noted that the Future Land Use Map doesn't reflect the commercial property development located north (Baldwin Bone & Joint), and is outdated in that respect. The Comprehensive Plan is in need of amendments, to show changes that have occurred overtime and bring the map-up to-date.



Future Land Use Map



Existing Zoning Map

What is B-3 zoning? According to Article 13 of the Land Use & Development Ordinance, “the B-3 zoning district is established to provide an opportunity for business establishments of a professional nature and is restricted to offices and businesses which provide specific corporate functions or professional services to the general public, but *not the sale of goods or services at retail or wholesale.*”

What is allowed in a B-3 district?

According to Article 35-3 Permitted Uses & Conditions, of the Land Use & Development Ordinance the following are permissible uses by right and/or by Planning Commission approval:

By Right: Agriculture and related farming operations, bank, including drive in bank, church or related accessory bldg., city hall or public bldg., clinic- dental, medical, or psychiatric for humans, employee credit union, home occupation, professional office building, optician, radio and tv antenna.

By Planning Commission Approval: business school or college, college or university, college sorority or frat house, electric power substation, gas regulator station, hospital, clinic, extended care facility, police substation, post office, public utility substation with proper screening, telephone exchange, water storage.

What buffers are required for B-3 zoned district? According to Article 19 of the LUDO, the minimum buffer is a 10-ft wide buffer zone between B-3 and R-2 (and any other residential zone district).

What is the difference in the proposed zone and the adjacent property? See Article 13-6 of the Land Use & Development Ordinance to compare and contrast the minimum requirements.

Article 13-6 excerpt

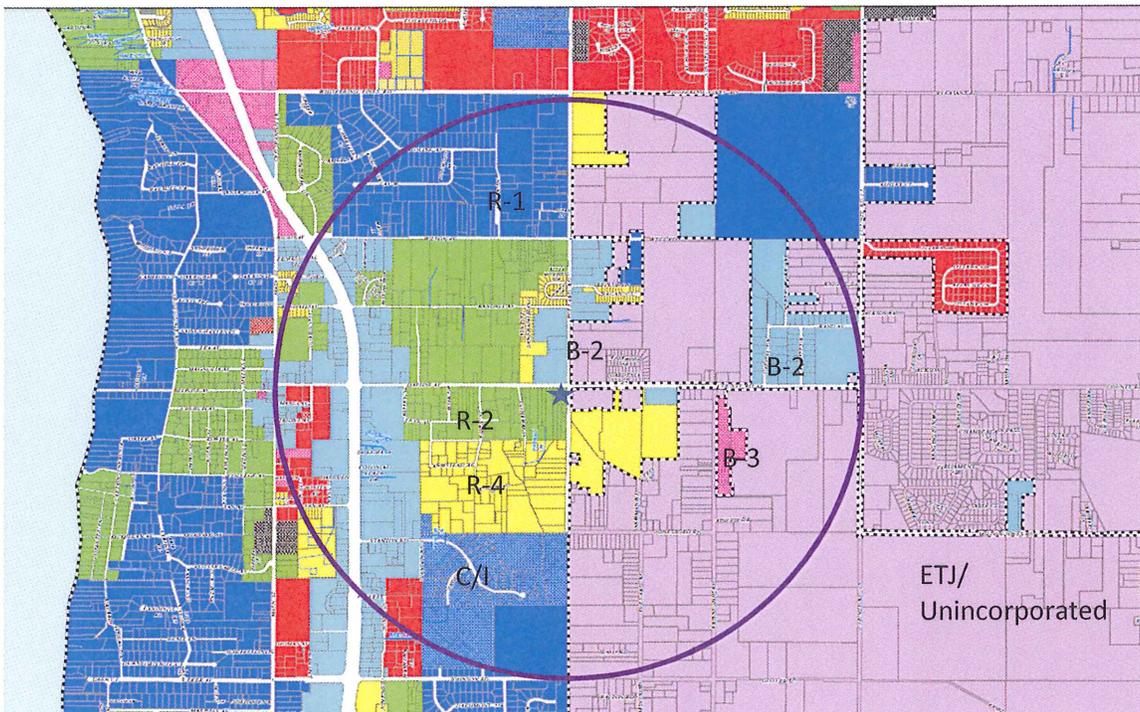
EXCERPT FROM 13-4	Minimum Lot Area Square feet (sq ft)	Minimum Lot Width at Setback Line (ft)	Maximum Lot Coverage Percent (%) ^a	Maximum Density ^b (units/acre)	Maximum Height ^c (stories) (ft)
ZONING OF PROPERTY TO NORTH ACROSS CR 64 AND PROPOSED B-1, B-2, B-3 Business Districts and Mixed Use Districts	N/A	N/A	N/A	N/A	4 stories 50 ft
EXISTING ZONING OF SITE AND SURROUNDING R-2, Medium Density Single Family	15,000	90	25	2.5	2.5 stories 35 ft

Article 13-6 Setbacks

EXCERPT FROM 13-6	Front Yard Local Streets	Front Yard County Roads	Rear Yard	Side Yard	Corner Lot Side Yard
R-2	35	75	35	10	35 or 20
B-3	30	75	30	30	30 or 25

What can be said about development in the immediate and surrounding area? There are various uses and zones along Pollard Road, as there are various uses and zones along County Road 64. Zones range from B-2 General Business (near intersection of Hwy 98 and County Road 64 (CR 64) as well as near the intersection of CR 13 and CR 64), R-4 Single and Multi Family (south of Pollard & CR 64--AHEPA apartments and St. Charles Village townhomes, and to the east, Audubon Park apartments), B-3 Professional Business (east along Friendship Road), R-2 Medium Density Single Family Residential (immediately west and south). The immediately abutting property is zoned R-2 and used for single family dwellings.

ONE MILE RADIUS OF KIM PROPERTY



THINGS TO CONSIDER

Potential Benefits--Redevelopment of the existing structure and/or land would have some benefit and value by revitalizing what has been a blighted and unkempt property. If any commercial zone were to be considered, B-3, Professional Business, would be the most appropriate.

Negative Impacts--One may be tempted to use the phrase "spot zoning," however, it's more important to determine whether there will be any significantly negative impacts that can't be mitigated or prevented. It isn't clear that an office use would have a significant negative impact on the neighboring properties. Through site plan review the Planning Commission would certify that any development would meet the provisions of the LUDO, including parking, buffering, landscaping, setbacks etc. The size of the property (0.46 acres) automatically limits the potential use of the site (must have room to add parking, landscaping, buffering, meet setback requirements, etc.).

Timing--Although commercial zoning is located across CR 64 (north) the nature of Baldwin Bone and Joint's adjoining property is institutional and agricultural. Is this the right time to

introduce commercial use and zoning to this end of Pollard Road? Is this area ripe for commercial development?

South of the intersection of Pollard Road and County Road 64—(CR 64), although there are some multi-family developments along Pollard, the remaining and contiguous land is predominately single family residential. The city must weigh the benefits and potential impact of adding a commercial zone at this location at this time.

In summary, if the Planning Commission and City Council find it to be the right time to introduce commercial zoning to this end of Pollard Road, then B-3 certainly would be the most appropriate district to allow.

Adjoining property owner notices shall be distributed, a zoning notification sign has been posted, and the notice for a public hearing for this petition has been properly advertised in the Courier in accordance with applicable sections of the Code of Alabama.

June 2013 Planning Report-Special Called Meeting

THE CITY OF DAPHNE
PLANNING DEPARTMENT
APPLICATION FOR ZONING AMENDMENT

Application Number: 213-05 Date Plat Submitted: April 24, 2013

Date Presented: May 23, 2013

Name of Owner: John + Deborah Kim

Address: 25478-B Friendship Telephone# 391-0546
(Street or P.O. Box) (City) (State) (Zip Code) Rd Daphne AL 36526

Name of Authorized Agent, if other than owner: n/a

Address: _____ Telephone# _____
(Street or P.O. Box) (City) (State) (Zip Code)

Subdivision: _____

Lot(s): _____ Unit _____

- Two (2) copies of legal description of the subject property.
- Two (2) copies of subdivision plat or site plan drawn to scale, (28" x 36").
- List of the names and mailing addresses for the adjacent property owners (Date Submitted: April 24, 2013).

Meeting Dates:

Planning Commission: May 23, 2013

City Council: _____

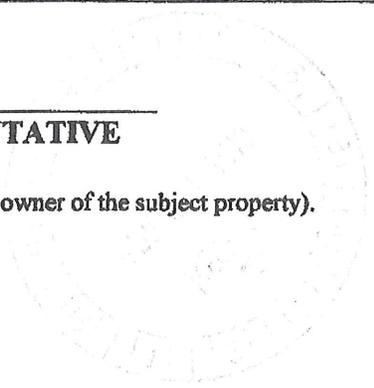
Reason(s) for requesting the Zoning Amendment:

to change use to general business
to Rent for business use

[Signature]
SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

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

Revised: March 18, 2004



APPLICATION FOR ZONING AMENDMENT

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

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

1) Description of property for which amendment is requested:

- a) Address 1709 Pollard RD
- b) Name of Subdivision _____
- c) Lot numbers involved in change _____
- d) Total acreage of change 0.46
- e) Recorded in Map Book _____ Page _____
- f) Owned in whole by the undersigned? no
- g) If owned in part, name(s) of co-owner(s) :
Deborah Kim

2) Zoning change requested:

- a) Present classification of property R-2
- b) Reclassification desired B-3 JK
- c) Character of neighborhood B-2, general business

3) Certifications:

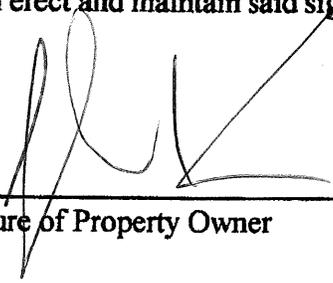
- a) Owner's Name John Kim
- b) Address 25478-13 Friendship Road
Daphne AL 36526
- c) Telephone Number 301-0546
- d) Date 04/24/13
[Signature]
Signature of Property Owner
Deborah L. Kim
Signature of Property Owner

AGREEMENT

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

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

4/24/13
Date


Signature of Property Owner

**JOHN & DEBORAH KIM
ZONING AMMENDMENT REVIEW**

**SOUTHWEST OF THE INTERSECTION OF
POLLARD ROAD AND COUNTY ROAD 64**

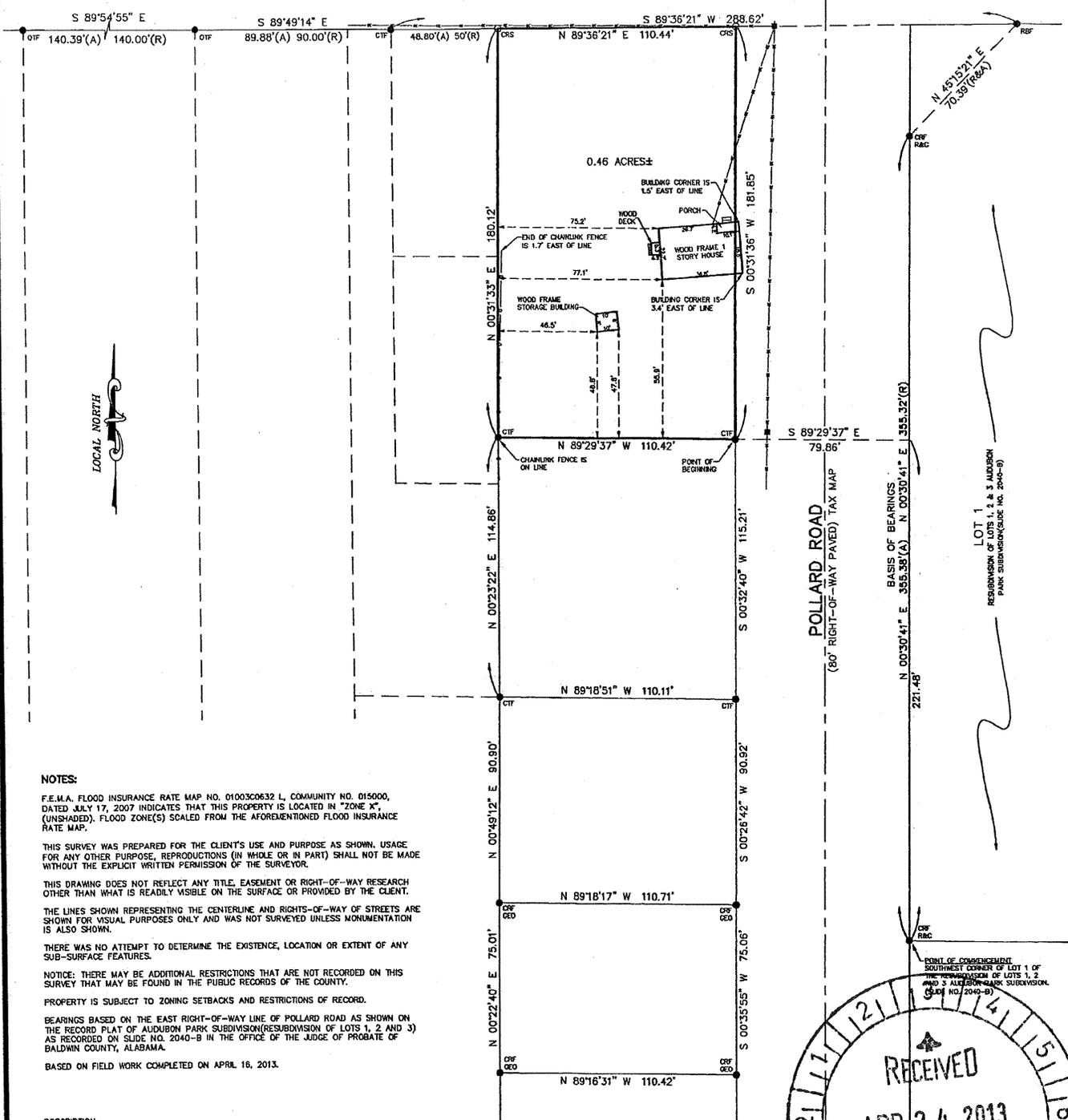
EXHIBIT "A"

**STATE OF ALABAMA
COUNTY OF BALDWIN**

**DESCRIPTION OF PROPERTY TO BE REZONED FROM (R-2) MEDIUM DENSITY SINGLE
FAMILY RESIDENTIAL, TO (B-3) PROFESSIONAL BUSINESS**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1, 2, AND 3 AUDUBON PARK SUBDIVISION AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00-DEGREES 30-MINUTES 41-SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD (80' RIGHT-OF-WAY) A DISTANCE OF 221.48 FEET; THENCE RUN NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 79.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 110.42 FEET; THENCE RUN NORTH 00-DEGREES 31-MINUTES 33-SECONDS EAST, 180.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 64 (80' RIGHT-OF-WAY); THENCE RUN NORTH 89-DEGREES 36-MINUTES 21-SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 110.44 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; THENCE RUN SOUTH 00-DEGREES 31-MINUTES 36-SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 181.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.46 ACRES, MORE OR LESS.

BALDWIN COUNTY HWY. NO. 64
(80' RIGHT-OF-WAY PAVED) TAX MAP



NOTES:

F.E.M.A. FLOOD INSURANCE RATE MAP NO. 0100320632 L, COMMUNITY NO. 015000, DATED JULY 17, 2007 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X", (UNSHADED), FLOOD ZONE(S) SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.

THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

THIS DRAWING DOES NOT REFLECT ANY TITLE, EASEMENT OR RIGHT-OF-WAY RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.

THE LINES SHOWN REPRESENTING THE CENTERLINE AND RIGHTS-OF-WAY OF STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WAS NOT SURVEYED UNLESS MONUMENTATION IS ALSO SHOWN.

THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION OR EXTENT OF ANY SUB-SURFACE FEATURES.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

BEARINGS PLAT ON THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD AS SHOWN ON THE RECORD PLAN OF AUDUBON PARK SUBDIVISION (RESUBDIVISION OF LOTS 1, 2 AND 3) AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA.

BASED ON FIELD WORK COMPLETED ON APRIL 16, 2013.

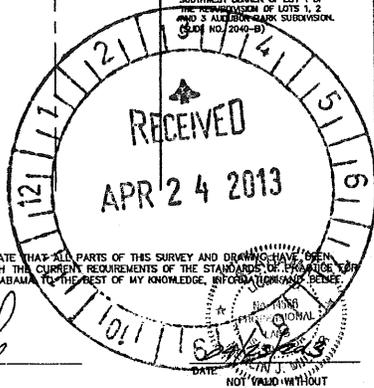
DESCRIPTION:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1, 2 AND 3 AUDUBON PARK SUBDIVISION AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°30'41" EAST ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD (80' RIGHT-OF-WAY) A DISTANCE OF 221.48 FEET; THENCE RUN NORTH 89°29'37" WEST, 79.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89°29'37" WEST, 110.42 FEET; THENCE RUN NORTH 00°31'33" EAST, 180.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 64 (80' RIGHT-OF-WAY); THENCE RUN NORTH 89°36'21" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 110.44 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; THENCE RUN SOUTH 00°31'36" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 181.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.46 ACRES, MORE OR LESS.

LEGEND	
OCRS	CAPPED REBAR SET (CA 0089LS)
●	CAPPED REBAR FOUND
○	OPEN TOP IRON PIPE FOUND
○	CRIMP TOP IRON PIPE FOUND
(R)	RECORD DATA
(A)	ACTUAL DATA
---	CHUNKLINK FENCE
---	OVERHEAD ELECTRICITY
■	POWER POLE

STATE OF ALABAMA
COUNTY OF BALDWIN:

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

Merlin J. Miller
MERLIN J. MILLER, PLS
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 14568



AS-BUILT SURVEY FOR JOHN KIM	DRAWNAME:	SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA
JOENO: K5148-1001	SCALE: 1"= 30'	DATE: APR. 19, 2013
	DRAWN BY: SHY	APPROVED BY: MAM
		SHEET 1 OF 1

McCrary Williams
INCORPORATED
Engineers Surveyors

1024-B STANTON ROAD
DAPHNE, ALABAMA
36528
PHONE: (251) 625-2072
FAX: (251) 621-4040
EMAIL: daphne@mcwinc.com
CA 0089LS

JOHN & DEBORAH KIM

ADJACENT PROPERTY OWNERS FOR ZONING AMENDMENT

John & Deborah Kim
25478-B Friendship Road
Daphne, AL 36526

Baldwin Bone & Joint
1505 Daphne Avenue
Daphne, AL 36526

Irmgard Brantley
26070 Pollard Road
Daphne, AL 36526

Gates LLC
c/o Stephen Crawford
P.O. Box 123
Mobile, AL 36601

Leonda Jones
1408 Daphne Ave.
Daphne, AL 36526

Celestine Martin
P.O. Box 1443
Daphne, AL 36526

Charles Hubbard
1707 Pollard Road
Daphne, AL 36526



DANE HAYGOOD
MAYOR

REBECCA A. HAYES
CITY CLERK

KIMBERLY M. BRILEY
FINANCE DIRECTOR/TREASURER

ADRIENNE D. JONES
DIRECTOR/ COMMUNITY DEVELOPMENT

COUNCIL MEMBERS
TOMMY B. CONAWAY
DISTRICT 1
PAT RUDICELL
DISTRICT 2
JOHN LAKE
DISTRICT 3
RANDY FRY
DISTRICT 4
RON SCOTT
DISTRICT 5
ROBIN LEJEUNE
DISTRICT 6
JOE DAVIS, III
DISTRICT 7

May 31, 2013

NOTICE OF PUBLIC HEARING

A petition for REZONING will be considered by the Daphne Planning Commission for John and Deborah Kim, site containing 0.465 acres +/- located southwest of the intersection of County Road 64 and Pollard Road to be rezoned from an R-2, Medium Density Single Family District, to a B-3, Professional Business, district.

The public hearing scheduled to be held by the Daphne Planning Commission on Thursday, May 23rd has been rescheduled to June 11, 2013 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, by fax or by representation.

Sincerely,
Adrienne D. Jones
Director of Community Development

John & Deborah Kim Zoning Amendment

ORDINANCE NO. 2013 –

**Ordinance to Rezone Property Located Southwest of the Intersection of Pollard Road and County Road 64
John & Deborah Kim**

WHEREAS, the owners of certain real property within the City of Daphne, Alabama, have requested that said property be rezoned from R-2, Medium Density Single Family Residential District to B-3, Professional Business District, said property is located Southwest of the intersection of Pollard Road and County Road 64 being more particularly described as follows:

Legal Description:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1, 2, AND 3 AUDUBON PARK SUBDIVISION AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00-DEGREES 30-MINUTES 41-SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD (80' RIGHT-OF-WAY) A DISTANCE OF 221.48 FEET; THENCE RUN NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 79.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 110.42 FEET; THENCE RUN NORTH 00-DEGREES 31-MINUTES 33-SECONDS EAST, 180.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 64 (80' RIGHT-OF-WAY); THENCE RUN NORTH 89-DEGREES 36-MINUTES 21-SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 110.44 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; THENCE RUN SOUTH 00-DEGREES 31-MINUTES 36-SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 181.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.46 ACRES, MORE OR LESS.

WHEREAS, the Planning Commission of the City of Daphne on June 11, 2013 has considered said request and set forth an *unanimous unfavorable recommendation* to the City Council of the City of Daphne that said property be rezoned; and

WHEREAS, after proper publication, a public hearing was held by the City Council on Monday, July 15, 2013 concerning the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that said property described above is hereby rezoned from R-2, Medium Density Single Family Residential District to B-3, Professional Business District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____, day of _____ 2013.

Dane Haygood,
Mayor

ATTEST:

Rebecca A. Hayes,
City Clerk

**JOHN & DEBORAH KIM
ZONING AMMENDMENT REVIEW**

**SOUTHWEST OF THE INTERSECTION OF
POLLARD ROAD AND COUNTY ROAD 64**

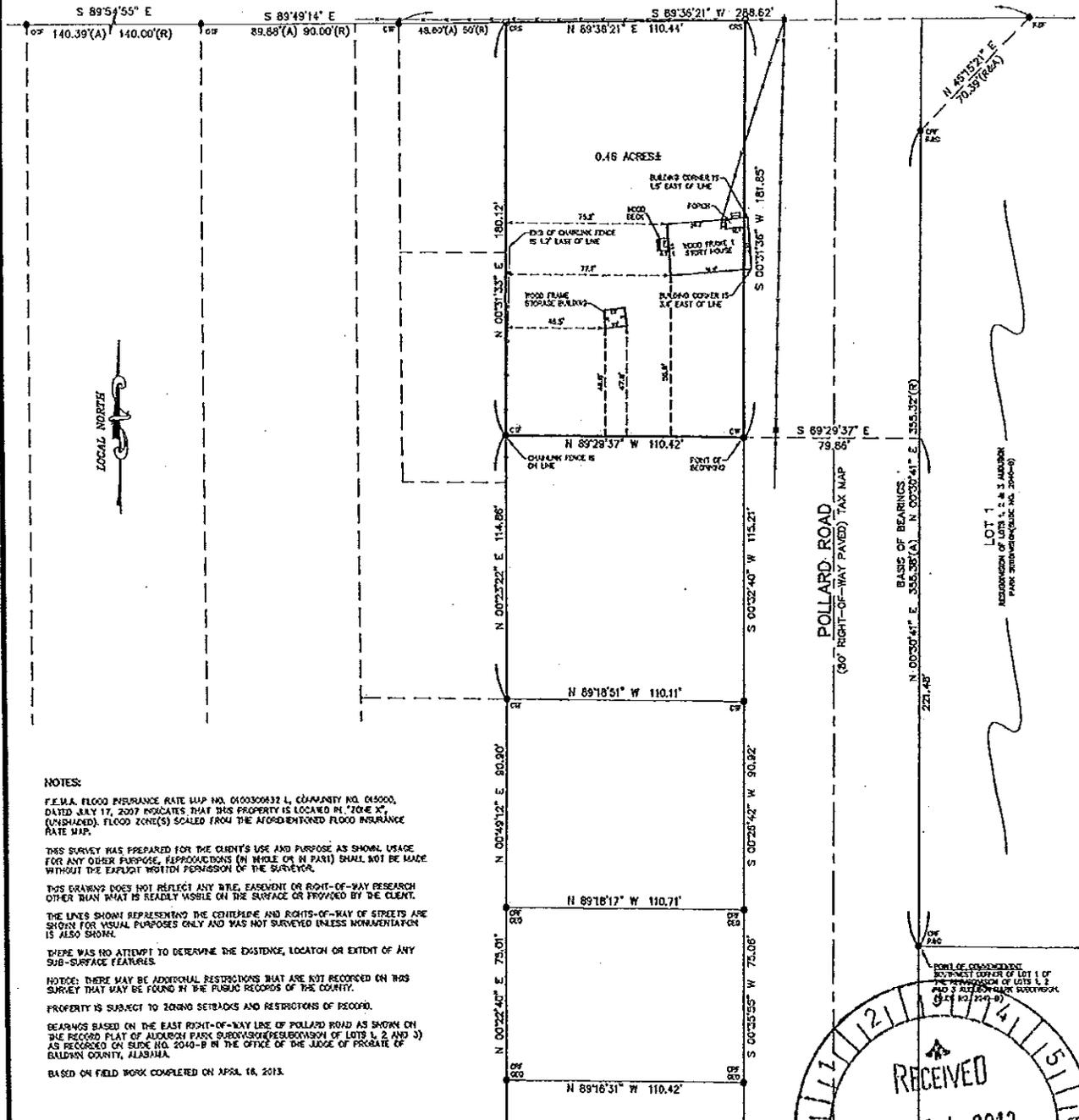
EXHIBIT "A"

**STATE OF ALABAMA
COUNTY OF BALDWIN**

**DESCRIPTION OF PROPERTY TO BE REZONED FROM (R-2) MEDIUM DENSITY SINGLE
FAMILY RESIDENTIAL, TO (B-3) PROFESSIONAL BUSINESS**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1, 2, AND 3 AUDUBON PARK SUBDIVISION AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00-DEGREES 30-MINUTES 41-SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD (80' RIGHT-OF-WAY) A DISTANCE OF 221.48 FEET; THENCE RUN NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 79.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 110.42 FEET; THENCE RUN NORTH 00-DEGREES 31-MINUTES 33-SECONDS EAST, 180.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 64 (80' RIGHT-OF-WAY); THENCE RUN NORTH 89-DEGREES 36-MINUTES 21-SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 110.44 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; THENCE RUN SOUTH 00-DEGREES 31-MINUTES 36-SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 181.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.46 ACRES, MORE OR LESS.

BALDWIN COUNTY HWY. NO. 64
(60' RIGHT-OF-WAY PAVED) TAX MAP



NOTES:

F.E.M.A. FLOOD INSURANCE RATE MAP NO. 010030032 L, COMMUNITY NO. 015000, DATED JULY 17, 2007 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X" (UNSHADED). FLOOD ZONE(S) SCALED FROM THE ABOVE-MENTIONED FLOOD INSURANCE RATE MAP.

THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE SURVEYOR.

THIS DRAWING DOES NOT REFLECT ANY D.E., EASEMENT OR RIGHT-OF-WAY RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.

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THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION OR EXTENT OF ANY SUB-SURFACE FEATURES.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

BEARINGS BASED ON THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD AS SHOWN ON THE RECORD PLAT OF ALABAMA PARK SUBDIVISION (RESUBDIVISION OF LOTS 1, 2 AND 3) AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA.

BASED ON FIELD WORK COMPLETED ON APRIL 16, 2013.

DESCRIPTIONS
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1, 2 AND 3 ALABAMA PARK SUBDIVISION AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 09°32'41\"/>

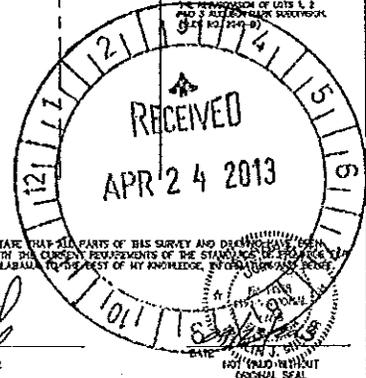
LEGEND

- O&S (CAPPED PEGS OR SINKS)
- O&P (CAPPED PEGS OR SINKS)
- O&T (OPEN TOP PINS OR PINS FOUND)
- O&F (OPEN TOP PINS OR PINS FOUND)
- (R) RECORD DATA
- (I) INSTRUMENT DATA
- DIMENSIONED FENCE
- DIMENSIONED ELECTRICITY
- ▲ POWER POLE

STATE OF ALABAMA
COUNTY OF BALDWIN

I, MERLIN J. WILLIAMS, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING WERE PERSONALLY COMPLETED IN ACCORDANCE WITH THE CLOSEST REQUIREMENTS OF THE STANDARD PRACTICES OF SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

MERLIN J. WILLIAMS, P.L.S.
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 14568



AS-BUILT SURVEY FOR
JOHN KIM

PROJECT:	SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA			
CONV: KSH-1001	SCALE: 1"=30'	DATE: APR. 19, 2013	DRAWN BY: SMT	APPROVED BY: MJM
			SHEET 1 OF 1	

McCroory Williams
INCORPORATED
Engineers Surveyors

1024-B STANTON ROAD
DAPHNE, ALABAMA
36526
PHONE: (251) 825-2072
FAX: (251) 821-4040
EMAIL: dph@mcroorywilliams.com
CA 00895

To: Office of the City Clerk
From: Adrienne D. Jones,
Director of Community Development
Subject: Interstate-Baldwin Investment, L.L.C.
A portion of the remainder of
TimberCreek Subdivision
Zoning Amendment Review
Date: June 12, 2013

MEMORANDUM

PRESENT ZONING: B-2, General Business District

PROPOSED ZONING: R-6 (G), Garden or Patio Home District

LOCATION: Northwest of the intersection of
TimberCreek Subdivision and Interstate
10

RECOMMENDATION: At the Tuesday, June 11, 2013, special
meeting of the Daphne Planning
Commission, nine members were present
and the motion to set forth an
favorable recommendation carried
unanimously.

Attached please find the appropriate documentation and action
of the Daphne Planning Commission.

Upon receipt of said documentation, please prepare an
ordinance for placement on the City Council agenda of Monday,
June 17, 2013 to set the public hearing for Monday, July 15,
2013.

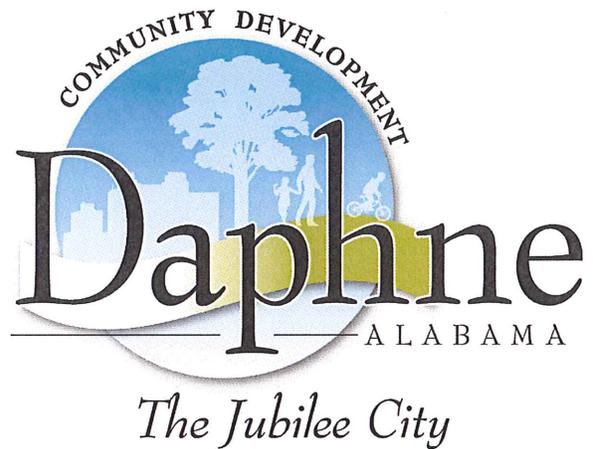
Thank you,
ADJ/jv

cc: file

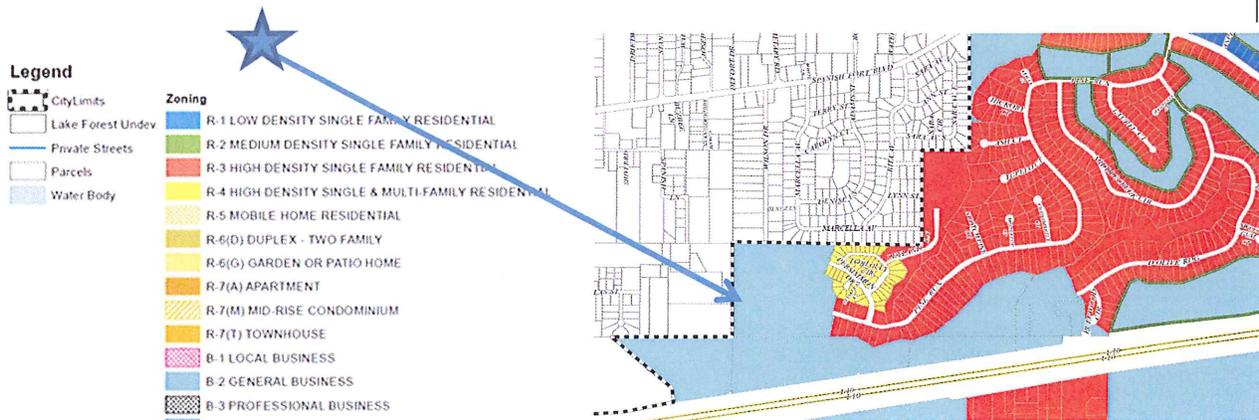
attachment(s)

1. Community Development Report
2. Petition
3. Legal description
4. Map of property - Boundary Survey
5. Correspondence to Adjacent Property Owners
6. Adjacent property owners' list

Planning Commission



ZONING AMENDMENT REVIEW A PORTION OF TIMBERCREEK REMAINDER INTERSTATE –BALDWIN INVESTMENT, LLC



THE COLEMAN ENGINEERING GROUP
Of
McCRORY & WILLIAMS, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
66 MIDTOWN PARK WEST (251) 479-4518
MOBILE, ALABAMA 3606-4148

May 24, 2013

City of Daphne
Community Development
Post Office Box 400
Daphne, Alabama 36526

Attn: Adrienne Jones, MURP, Director/Zoning Administrator

RE: Special Meeting for Consideration
Of Master Plan and Rezoning for Timbercreek Phase 11

Dear Mrs. Jones:

On behalf of Interstate-Baldwin Investment, LLC , we respectfully request consideration for the scheduling of a special meeting of the Daphne Planning Commission for the public hearing and commission vote on the referenced applications. As previously discussed with you, our client wishes to begin construction of subdivision as soon as possible and after obtaining all necessary approvals. By rescheduling hearing to next month for subject applications due to commission not having a necessary quorum of members to vote, it will delay approval process by another month. This unfortunately will push the start of construction closer to the rain season which is not desirable as previously discussed.

Your consideration of this request is sincerely appreciated. Please advise of the decision regarding this request and any additional material you may require from us regarding this request.

Yours Very Truly

The Coleman Engineering Group of McCrory & Williams, Inc.



Daryl B. Russell, P.E.

DBR/sf

COMMUNITY DEVELOPMENT

**A PORTION OF TIMBERCREEK SUBDIVISION
ZONING AMENDMENT REVIEW**

Owner: Interstate-Baldwin, Investment, LLC.

Existing Conditions: 97.49 acres of undeveloped land

Existing Zoning: B-2, General Business

Proposed Zoning: R-6(G), Garden or Patio Home District

*****R-4 High Density Single Family equals R-6(G) Garden or Patio Home District in all specifications.*****

Surrounding Zonings/Uses:

North - Residential zone (City of Spanish Fort)

South- Interstate 10

East – Timbercreek Phase 9 - zoned R-3, High Density Single Family Residential (along Pine Run) zoned lots and houses; and R-4, High Density Single Family (along Persimmon Drive)

West - City of Spanish Fort—Alabama Public TV site (38 acres)

Existing Utility Service Providers:

Sewer - Daphne Utilities

Gas - Daphne Utilities

Electric - Riviera Utilities

Affected City Service Providers:

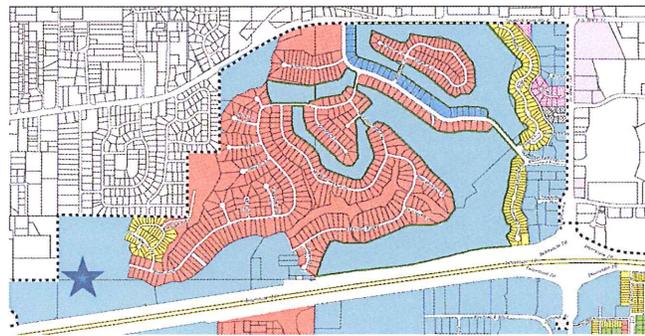
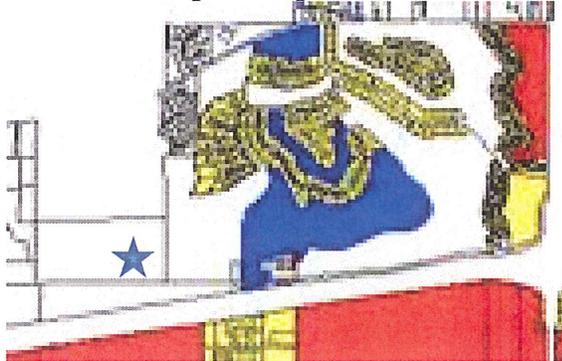
Fire Protection—Station 4 (Timber Creek Fire Station)

Police Protection—Police Beat 3

Public Works

Baldwin County Schools—School district zones are not set by municipal boundaries, therefore school districting will not be affected by zoning.

**Comprehensive Plan Future
Land Use Map Excerpt**



Existing Zoning Map of Timbercreek

Legend	
City Limits	Zoning
Lake Forest Undev	R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL
Private Streets	R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL
Parcels	R-3 HIGH DENSITY SINGLE FAMILY RESIDENTIAL
Water Body	R-4 HIGH DENSITY SINGLE & MULTI-FAMILY RESIDENTIAL
	R-5 MOBILE HOME RESIDENTIAL
	R-6(D) DUPLEX - TWO FAMILY
	R-6(G) GARDEN OR PATIO HOME
	R-7(A) APARTMENT
	R-7(M) MID-RISE CONDOMINIUM
	R-7(T) TOWNHOUSE
	B-1 LOCAL BUSINESS
	B-2 GENERAL BUSINESS
	B-3 PROFESSIONAL BUSINESS

The current Comprehensive Plan illustrates the subject property as undeveloped. That gives flexibility in determining the appropriate use and zoning of the site. Over the years, Timbercreek development has transitioned from east to west from Highway 181(Commercial along Hwy 181, R-4, High Density Single Family on the fringe, Golf course (B-2 zone) meandering through the development, to R-3 (Medium Density Single Family), R-1(Low Density Single Family), back to R-3 (Medium Density Single Family) to R-4, High Density Single Family on the fringe.

Recommendation:

The proposal is consistent with the existing development in Timber Creek and the residential developments to the north in Spanish Fort’s jurisdiction. **Recommend approval.**

Adjoining property owner notices shall be distributed, a zoning notification sign has been posted, and the notice for a public hearing for this petition has been properly advertised in the Courier in accordance with applicable sections of the Code of Alabama.

ZONING DISTRICT SPECIFICATIONS

Article 13-4

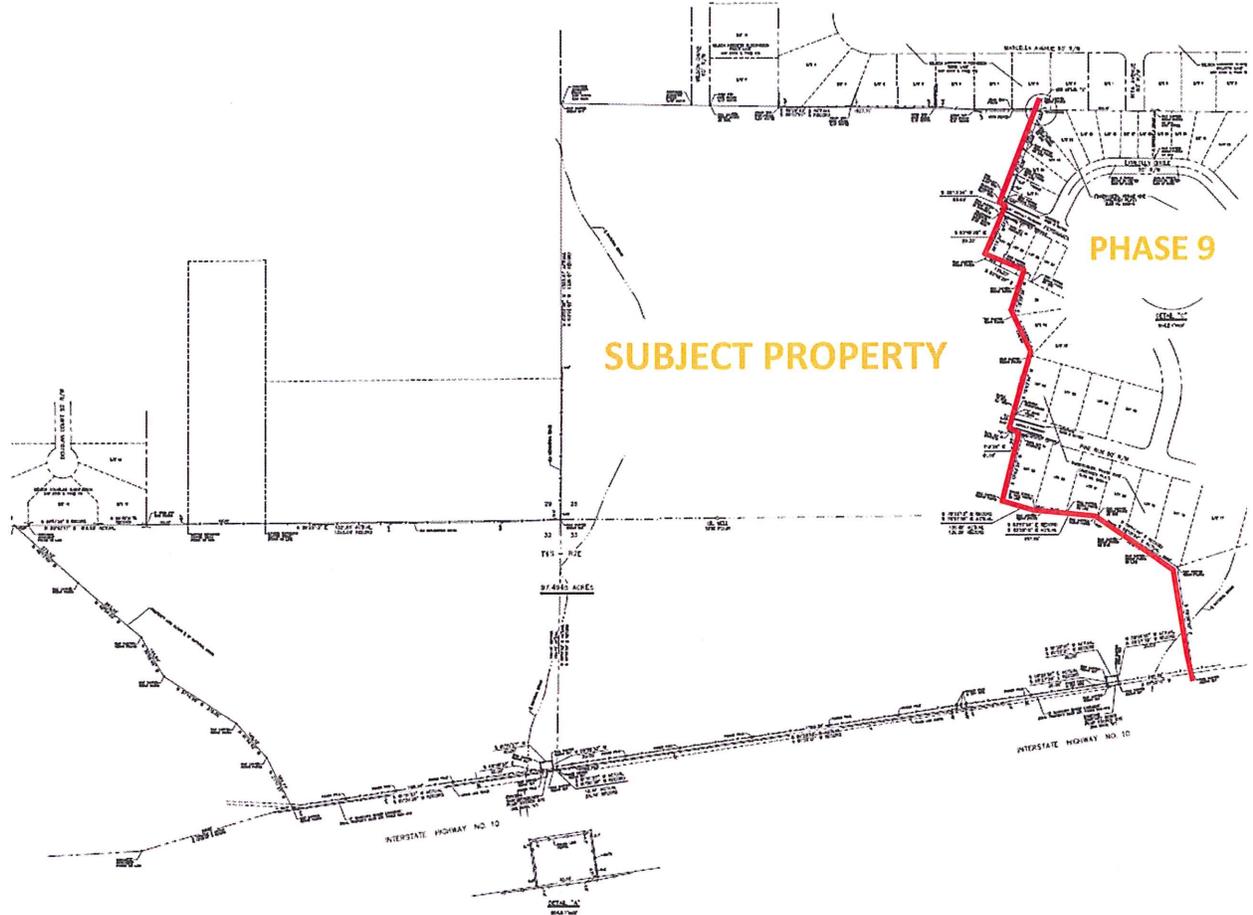
Minimum Lot Requirements

EXCERPT FROM 13-4	Minimum Lot Area Square feet (sq ft)	Minimum Lot Width at Setback Line (ft)	Maximum Lot Coverage Percent (%) ^a	Maximum Density ^b (units/acre)	Maximum Height ^c (stories) (ft)
EXISTING ZONING B-1, B-2, B-3 Business Districts and Mixed Use Districts	N/A	N/A	N/A	N/A	4 stories 50 ft
TIMBERCREEK PHASE 9-along Pine Run R-3, High Density Single Family	12,000	80	30	3.5	2.5 stories 35 ft
PROPOSED ZONING R-6(G) Garden/Patio Homes	5,000	50	38	8.0	2.5 stories 35 ft
TIMBERCREEK PHASE 9 Along Persimmon Drive and Loblolly Circle R-4, High Density Single Family	5,000	50	38	8.0	2.5 stories 35 ft

Setbacks Table Article 13-6

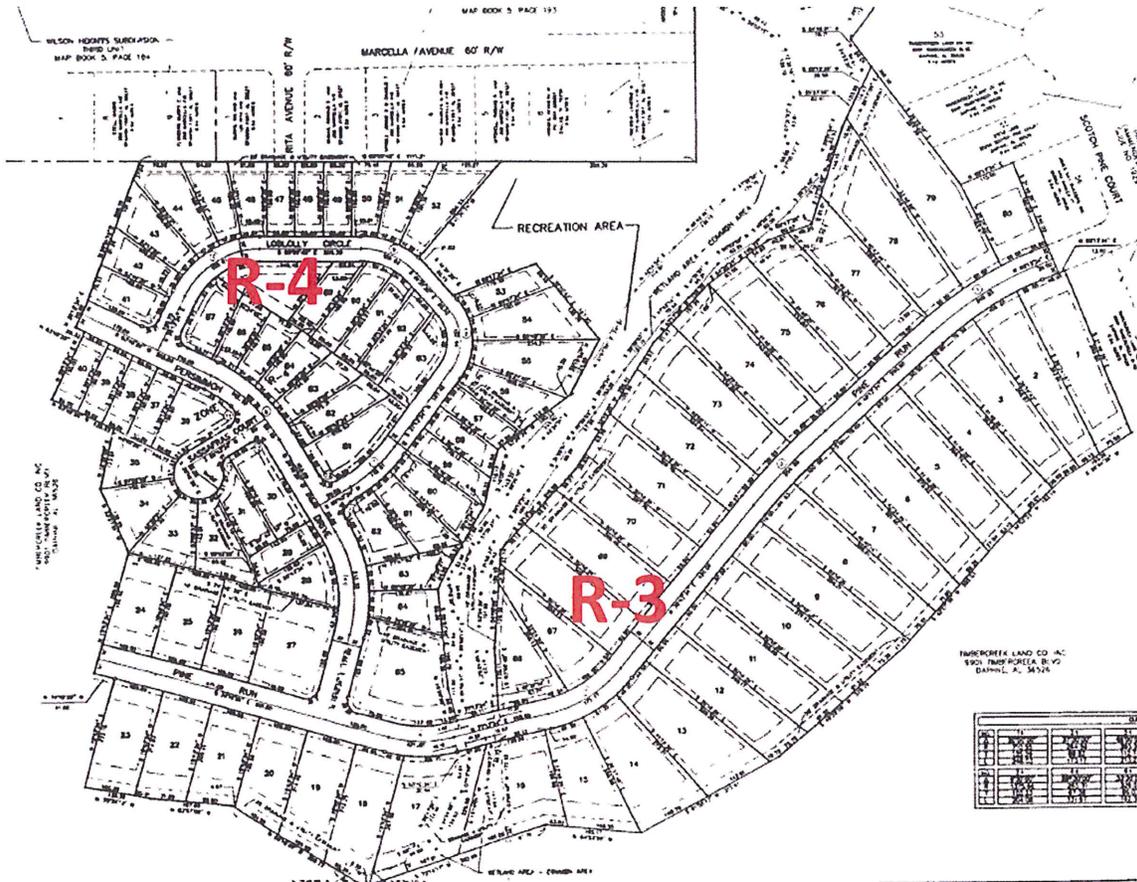
EXCERPT FROM 13-6	Front Yard Local Streets	Rear Yard	Side Yard	Corner Lot Side Yard Local Streets
R-3	30	30	10	20
R-4SF& R6(G)	25	25	6	20
B-2	30	O/30	O/30	25

REZONING BOUNDARY



Phase 9 Timbercreek Subdivision

Excerpt from Record Plat Slide 2056 D Baldwin County Probate Records



**THE CITY OF DAPHNE
PLANNING DEPARTMENT
APPLICATION FOR ZONING AMENDMENT**

Application Number: Z13-04 Date Plat Submitted: April 23, 2013

Date Presented: May 23, 2013

Name of Owner: Interstate-Baldwin Investment, L.L.C. ATTN: Allen Cox

Address: 32128 Brokenbranch Circle Spanish Fort, AL 36527 Telephone# (251) 621-1194
(Street or P.O. Box) (City) (State) (Zip Code)

Name of Authorized Agent, if other than owner: Daryl Russell
Coleman Engineering Group of McCrory & Williams

Address: 66 Midtown Park West Mobile, AL 36606 Telephone# (251) 479-4518
(Street or P.O. Box) (City) (State) (Zip Code)

Subdivision: TimberCreek - 97.4945 Acres

Lot(s): _____ Unit _____

- Two (2) copies of legal description of the subject property.
- Two (2) copies of subdivision plat or site plan drawn to scale, (28" x 36").
- List of the names and mailing addresses for the adjacent property owners (Date Submitted: April 23, 2013).

Meeting Dates:

Planning Commission: May 23, 2013

City Council: _____

Reason(s) for requesting the Zoning Amendment:

Property is currently zoned B-2. Owner wishes to rezone this property to R-6G in anticipation of developing ~~the East~~ ^{this portion} of the TimberCreek Subdivision.

The residential property to the North and East suggest that an R-6G zoning would be appropriate for this property.



SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

Allen Cox - Interstate-Baldwin Investment, LLC

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

Revised: March 18, 2004

APPLICATION FOR ZONING AMENDMENT

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

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

1) Description of property for which amendment is requested:

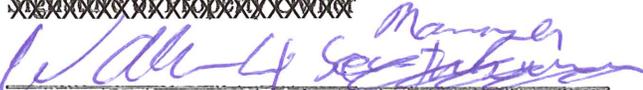
- a) Address N/A
- b) Name of Subdivision _____
- c) Lot numbers involved in change _____
- d) Total acreage of change 97.4945 Acres
- e) Recorded in Map Book - Page -
- f) Owned in whole by the undersigned? Yes
- g) If owned in part, name(s) of co-owner(s) :

2) Zoning change requested:

- a) Present classification of property B-2
- b) Reclassification desired R-6G
- c) Character of neighborhood Residential to the North and East, Alabama Public TV to the West and I-10 to the South

3) Certifications:

- a) Owner's Name Interstate-Baldwin Investment, L.L.C. ATTN: Allen Cox
- b) Address 32128 Brokenbranch Circle Spanish Fort, AL 36527
- c) Telephone Number (251) 621-1194
- d) Date April 23, 2013

~~Signature of Property Owner~~


Signature of Property Owner
Allen Cox - Interstate-Baldwin Investment, LLC

INTERSTATE-BALDWIN INVESTMENT, L.L.C.

ZONING AMENDMENT

NORTH OF WOODROW LANE, WEST OF TIMBERCREEK, PHASE NINE

EXHIBIT "A"

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM B-2 TO R-6(G) :

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 28, T4S R2E , BALDWIN COUNTY, ALABAMA, THENCE RUN N 00° 02' 26" W 1323.41 FEET TO A POINT ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 123 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 89° 09' 40" E ALONG SAID PROJECTION LINE AND SAID SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT, AND ALONG THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, THIRD UNIT, AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 184 OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 1527.71 FEET TO THE NORTHWEST CORNER OF TIMBERCREEK, PHASE NINE (AMENDED PLAT), AS PER PLAT RECORDED ON SLIDE NO. 2056-D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 20° 51' 15" W ALONG THE WESTERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) A DISTANCE OF 296.10 FEET TO A POINT ON THE WEST TERMINUS OF PERSIMMON DRIVE; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID WEST TERMINUS OF PERSIMMON DRIVE RUN S 26° 13' 34" W 60.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PERSIMMON DRIVE, THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PERSIMMON DRIVE, RUN S 63° 46' 26" E 20.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 26° 13' 34" W 150.00 FEET, S 63° 46' 26" E 135.23 FEET, S 12° 39' 08" W 123.51 FEET, S 23° 27' 51" E 138.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG THE WEST TERMINUS OF PINE RUN, RUN S 15° 43' 34" W 250.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PINE RUN; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PINE RUN, RUN S 74° 16' 26" E 41.00 FEET TO A POINT ; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN S 15° 43' 34" W 222.16 FEET TO THE SOUTHWEST CORNER OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT); THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 78° 27' 58" E 130.46 FEET, S 83° 59' 10" E 167.69 FEET, S 58° 15' 04" E 308.72 FEET TO A POINT; THENCE RUN S 08° 26' 50" E 340.74 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 240.59 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 26' 50" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 33' 10" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE

NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 26' 50" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 1769.26 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10 RUN S 81° 31' 27" W 10.41 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 28' 33" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 31' 27" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 28' 33" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, THENCE RUN S 81° 31' 27" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 798.04 FEET TO A POINT ON THE CENTERLINE OF A NATURAL DRAIN; THENCE ALONG SAID CENTERLINE OF A NATURAL DRAIN, RUN AS FOLLOWS: N 27° 11' 27" W 182.77 FEET, N 41° 34' 42" W 146.10 FEET, N 57° 14' 28" W 276.05 FEET, N 30° 58' 45" W 144.94 FEET, N 48° 54' 33" W 263.34 FEET, N 48° 17' 00" W 273.03 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SENIOR DOUGLAS SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 116 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 89° 43' 17" E 419.65 FEET TO THE SOUTHEAST CORNER OF SAID SENIOR DOUGLAS SUBDIVISION; THENCE RUN N89° 25' 13" E 1321.85 FEET TO THE POINT OF BEGINNING. CONTAINING 97.4945 ACRES.

REVISED: APRIL 23, 2013



DANE HAYGOOD
MAYOR

REBECCA A. HAYES
CITY CLERK

KIMBERLY M. BRILEY
FINANCE DIRECTOR/TREASURER

ADRIENNE D. JONES
DIRECTOR/ COMMUNITY DEVELOPMENT

COUNCIL MEMBERS
TOMMY B. CONAWAY
DISTRICT 1
PAT RUDICELL
DISTRICT 2
JOHN LAKE
DISTRICT 3
RANDY FRY
DISTRICT 4
RON SCOTT
DISTRICT 5
ROBIN LEJEUNE
DISTRICT 6
JOE DAVIS, III
DISTRICT 7

May 31, 2013

NOTICE OF PUBLIC HEARING

A petition for REZONING will be considered by the Daphne Planning Commission for proposed TimberCreek Subdivision, Phase Eleven, consisting of 97.49 acres +/- located northwest of the intersection of TimberCreek Subdivision and Interstate 10 to be rezoned from a B-2, General Business, to an R-6 (G), Garden or Patio Home, district. Site is west of Phase Nine, TimberCreek Subdivision.

The public hearing scheduled to be held by the Daphne Planning Commission on Thursday, May 23rd has been rescheduled to June 11, 2013 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, by fax or by representation.

Sincerely,
Adrienne D. Jones
Director of Community Development

Interstate-Baldwin Investment, L.L.C.

INTERSTATE-BALDWIN INVESTMENT,
LLC
ZONING AMENDMENT
ADJACENT PROPERTY OWNER'S LIST



INTERSTATE-BALDWIN INVESTMENT,
LLC
ATTN: ALLEN COX
32128 BROKENBRANCH CIR
SPANISH FORT, AL 36527

TIMBERCREEK LAND COMPANY, INC
ATTN: ALLEN COX
32128 BROKENBRANCH CIR
SPANISH FORT, AL 36527

AL EDUCATIONAL TELEVISION COMM
2112 11TH AVE SOUTH
BIRMINGHAM, AL 35205

MIXON CARLA & JOSEPH JR
PO BOX 1573
FAIRHOPE, AL 36533

DOUGLAS STEPHEN
C/O ANNA P DOUGLAS
15784 WABASH ST
DETROIT, MI 48238-1536

DOUGLAS CARL L & DOROTHY
PO BOX 7441
SPANISH FORT, AL 36577

DOUGLAS SENIOUR ELBERT SR
1416 W HIGHLANDS ST
CHANDLER, AZ 85224

WILKINS TAYLOR III
PO BOX 7849
SPANISH FORT, AL 36577

BETHEA KATHERINE M
30226 SPANISH LN
SPANISH FORT, AL 36527

DIEHL ELIZABETH H
PO BOX 1892
ORANGE BEACH, AL 36561

TAYLOR ONEIDA
134 WILSON DR
SPANISH FORT, AL 36527

MARKHAM EARBY C
131 WILSON DR
SPANISH FORT, AL 36527

THOMAS ANGIE ELIZABETH
254 MARCELLA AVE
SPANISH FORT, AL 36527

MORRIS WES JR & MARGARET S
256 MARCELLA AVE
SPANISH FORT, AL 36527

MOORE JOSEPH & OUIDA
258 MARCELLA AVE
SPANISH FORT, AL 36527

LENOX VELMA M
260 MARCELLA AVE
SPANISH FORT, AL 36527

JONES KATHRYN & MELANIE TOOMEY
262 MARCELLA AVE
SPANISH FORT, AL 36527

MILLS GREGORY
264 MARCELLA AVE
SPANISH FORT, AL 36527

EZELL MAXINE
266 MARCELLA AVE
SPANISH FORT, AL 36527

SORRELL WESLEY & ASHLEY
106 WICKER WAY
DAPHNE, AL 36526

LAWRENCE HENRY P
2121 W MAIN RD #505
PORTSMOUTH, RI 02871

SMITH SCOTT & SHANNON
30362 CREPE MYRTLE CT
SPANISH FORT, AL 36527

SIMPSON JONATHAN & SARAH
30238 LOBLOLLY CIR
SPANISH FORT, AL 36527

SPEARS YANCY & JUDITH O
30195 PERSIMMON DR
SPANISH FORT, AL 36527

WALKER DANIEL T & TATJANA J
105 SUMMIT ST
OYSTER BAY, NY 11771

BARNES WILLIAM A
4678 WINDSTARR DR
DESTIN, FL 32541

JANUSZKOWSKI MICHAEL ETAL
8307 SASSAFRAS CT
SPANISH FORT, AL 36527

FRANTZ KATHRYN & JARROD GIBSON
313 OLD CAHABA TRAIL
HELENA, AL 35080

ANDERSON JAMES A
8312 SASSAFRAS CT
SPANISH FORT, AL 36527

WHEELER KEVIN D & LESLIE A
7878 PINE RUN
SPANISH FORT, AL 36527

LOTT DENNIS & REBECCA
4263 CHRISTINE CIR E
MOBILE, AL 36619

SEOANE, EDUARDO & MARIA I
7907 PINE RUN
SPANISH FORT, AL 36527

GRIFFIN CHARLES & JEANNIN
7923 PINE RUN
SPANISH FORT, AL 36527

MCCRACKEN MICHAEL ETAL
30058 PERSIMMON DR
SPANISH FORT, AL 36527

BROCKMAN THOMAS JR & BRENDA
7957 PINE RUN
SPANISH FORT, AL 36527

FLOYD GEORGE R III & BEVERLY
27155 STRATFORD GLEN DR
DAPHNE, AL 36526

CITY OF DAPHNE UTILITIES BOARD
PO BOX 2550
DAPHNE, AL 36526

ORDINANCE NO. 2013 –

**Ordinance to Rezone Property Northwest of the Intersection of TimberCreek
Subdivision and Interstate 10
Interstate-Baldwin Investment, LLC**

WHEREAS, the owners of certain real property within the City of Daphne, Alabama, have requested that said property be rezoned from B-2, General Business District to R-6 (G), Garden or Patio Home District, said property is located Northwest of the intersection of TimberCreek Subdivision and Interstate 10 being more particularly described as follows:

Legal Description:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 28, T4S R2E , BALDWIN COUNTY, ALABAMA, THENCE RUN N 00° 02' 26" W 1323.41 FEET TO A POINT ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 123 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 89° 09' 40" E ALONG SAID PROJECTION LINE AND SAID SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT, AND ALONG THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, THIRD UNIT, AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 184 OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 1527.71 FEET TO THE NORTHWEST CORNER OF TIMBERCREEK, PHASE NINE (AMENDED PLAT), AS PER PLAT RECORDED ON SLIDE NO. 2056-D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 20° 51' 15" W ALONG THE WESTERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) A DISTANCE OF 296.10 FEET TO A POINT ON THE WEST TERMINUS OF PERSIMMON DRIVE; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID WEST TERMINUS OF PERSIMMON DRIVE RUN S 26° 13' 34" W 60.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PERSIMMON DRIVE, THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PERSIMMON DRIVE, RUN S 63° 46' 26" E 20.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 26° 13' 34" W 150.00 FEET, S 63° 46' 26" E 135.23 FEET, S 12° 39' 08" W 123.51 FEET, S 23° 27' 51" E 138.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG THE WEST TERMINUS OF PINE RUN, RUN S 15° 43' 34 W 250.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PINE RUN; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PINE RUN, RUN S 74° 16' 26" E 41.00 FEET TO A POINT ; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN S 15° 43' 34" W 222.16 FEET TO THE SOUTHWEST CORNER OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT); THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 78° 27' 58" E 130.46 FEET, S 83° 59' 10" E 167.69 FEET, S 58° 15' 04" E 308.72 FEET TO A POINT; THENCE RUN S 08° 26' 50" E 340.74 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 240.59 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 26' 50" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 33' 10" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 26' 50" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 1769.26 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10 RUN S 81° 31' 27" W 10.41 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 28' 33" W ALONG THE EAST

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WHEREAS, the Planning Commission of the City of Daphne on June 11, 2013 has considered said request and set forth an *unanimous favorable recommendation* to the City Council of the City of Daphne that said property be rezoned; and

WHEREAS, after proper publication, a public hearing was held by the City Council on Monday, July 15, 2013 concerning the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that said property described above is hereby rezoned from B-2, General Business District to R-6 (G), Garden or Patio Home District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____, day of _____ 2013.

Dane Haygood,
Mayor

ATTEST:

Rebecca A. Hayes,
City Clerk

INTERSTATE-BALDWIN INVESTMENT, L.I.C.

ZONING AMENDMENT

NORTH OF WOODROW LANE, WEST OF TIMBERCREEK, PHASE NINE

EXHIBIT "A"

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM B-2 TO R-6(G) :

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 28, T4S R2E , BALDWIN COUNTY, ALABAMA, THENCE RUN N 00° 02' 26" W 1323.41 FEET TO A POINT ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 123 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 89° 09' 40" E ALONG SAID PROJECTION LINE AND SAID SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT, AND ALONG THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, THIRD UNIT, AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 184 OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 1527.71 FEET TO THE NORTHWEST CORNER OF TIMBERCREEK, PHASE NINE (AMENDED PLAT), AS PER PLAT RECORDED ON SLIDE NO. 2056-D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 20° 51' 15" W ALONG THE WESTERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) A DISTANCE OF 296.10 FEET TO A POINT ON THE WEST TERMINUS OF PERSIMMON DRIVE; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID WEST TERMINUS OF PERSIMMON DRIVE RUN S 26° 13' 34" W 60.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PERSIMMON DRIVE, THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PERSIMMON DRIVE, RUN S 63° 46' 26" E 20.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 26° 13' 34" W 150.00 FEET, S 63° 46' 26" E 135.23 FEET, S 12° 39' 08" W 123.51 FEET, S 23° 27' 51" E 138.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG THE WEST TERMINUS OF PINE RUN, RUN S 15° 43' 34" W 250.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PINE RUN; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PINE RUN, RUN S 74° 16' 26" E 41.00 FEET TO A POINT ; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN S 15° 43' 34" W 222.16 FEET TO THE SOUTHWEST CORNER OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT); THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 78° 27' 58" E 130.46 FEET, S 83° 59' 10" E 167.69 FEET, S 58° 15' 04" E 308.72 FEET TO A POINT; THENCE RUN S 08° 26' 50" E 340.74 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 240.59 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 26' 50" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 33' 10" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE

NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 26' 50" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 1769.26 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10 RUN S 81° 31' 27" W 10.41 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 28' 33" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 31' 27" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 28' 33" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, THENCE RUN S 81° 31' 27" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 798.04 FEET TO A POINT ON THE CENTERLINE OF A NATURAL DRAIN; THENCE ALONG SAID CENTERLINE OF A NATURAL DRAIN, RUN AS FOLLOWS: N 27° 11' 27" W 182.77 FEET, N 41° 34' 42" W 146.10 FEET, N 57° 14' 28" W 276.05 FEET, N 30° 58' 45" W 144.94 FEET, N 48° 54' 33" W 263.34 FEET, N 48° 17' 00" W 273.03 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SENIOR DOUGLAS SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 116 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 89° 43' 17" E 419.65 FEET TO THE SOUTHEAST CORNER OF SAID SENIOR DOUGLAS SUBDIVISION; THENCE RUN N89° 25' 13" E 1321.85 FEET TO THE POINT OF BEGINNING. CONTAINING 97.4945 ACRES.

REVISED: APRIL 23, 2013

**REPORT
OF
STANDING COMMITTEES**

**CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
JULY 8, 2013
4:00 P.M.**

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:00 pm. Present were Chairperson Mrs. Conaway, Councilman Ron Scott, Councilman Joseph Davis, Deputy Finance Director Christine Ciancetta, Senior Accountant Suzânn Henson and Accounting Technician Sue Moody. Councilman John Lake arrived at 4:23p.m.

Also in attendance were Human Resource Director Vickie Hinman, Public Works Director Richard Johnson, Environmental Programs Manager Ashley Campbell, and Civic Center Director Margaret Thigpen.

II. PUBLIC PARTICIPATION

A. S.E.E.D.S – Mr. David Tarwater, Director

Mr. Tarwater presented a packet of information about S.E.E.D.S. and reviewed the purpose and accomplishments of the organization and presented a packet of information including financial reports and the organizations *Mission Statement: To promote a lifelong love of learning among the children of Daphne by providing enrichment opportunities at school and in the community and by advocating for educational improvements and innovation.* Mr. Tarwater discussed the per pupil Expenditure Comparison Report for 2011-2012 and noted that Baldwin County ranks below Madison City, Hoover City, and Mobile County. Mr. Tarwater noted that out of 132 School Districts in Alabama that Baldwin County ranks 97th in funding – meaning that 97 out of 132 are funded better than Baldwin County. Information in the packet was reviewed and discussion that other Cities are contributing to their schools as follows: Gulf Shores - \$988 over 4 years , Fairhope \$350,000 (70,000/per school in 2012, and Foley \$50,000 in 2012 & 2013. Mr. Tarwater explained this is why the S.E.E.D. organization is so important. Mr. Tarwater went on to compliment the City for all the financial and in-kind assistance it currently gives the schools and noted that the City gave an initial contribution of \$30,000 in 2005 and continues to pay \$22,000 Recreation Consultant (DHS Head Coach) and \$26,000 for Summer coaches for clinics (*approximately 11- 20 coaches/year*). Mr. Tarwater noted the City also helps maintain the school's ball fields (estimate cost of In-Kind at \$20,000) (*the City also uses the ball fields for City sports programs*). Mr. Tarwater continued that he wanted new people moving in the area to compare the local schools and choose to live in Daphne and emphasized that improving Daphne Schools is very important. Ms. D'Oliveira spoke on behalf of S.E.E.D.S. fundraising activities and promoted their two biggest fund raisers Mama Mia Cook-off and the Classic Rock 5k run. Ms. D'Oliveira reviewed their new vision projects: Establishing a foreign language studies for K-6, Hobson's Naviance College & Career-readiness platform, and 135 iPads for Grades K-6. Ms. D'Oliveira introduced Mr. Mark Doherty, Daphne Elementary East Principal. Mr. Doherty spoke about the current project of setting up wireless internet throughout the school and noted the school has 963 students, 43 regular teachers and they currently have 8 iPads. Mr. Doherty noted it is their plan to increase the number of iPads they currently have to 35 for interactive learning. Discussion continued on the importance of preparing the elementary children now for Middle School curriculum and beyond that for the Global Economy. Discussion continued that Daphne High School is the first Baldwin County School to receive the National Blue Ribbon Award from the U.S. Department of Education, Daphne High currently has an 85% graduation rate (highest in Baldwin County) and DHS currently has 134 students enrolled in the IB/Pre-IB classes. A presentation was also given at the Council Work Session following the Finance Committee meeting.

III. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

Mrs. Vickie Hinman reviewed the Human Resource Report including open position status.

<u>Positions</u>	<u>Status</u>
Accounting Technician	Open (<i>Posting ended: 4-15-13 / Interviews completed: 5-08-13</i>)
Finance Director	Interviewing (<i>Posting ended 06-18-13</i>)
Revenue Officer	Reviewing (30) applications (<i>Posting ended 6-28-13</i>)
Sr. Mechanic	Posting ends: 7/15/13

Ms. Hinman reviewed the open positions above and noted that the Accounting Technician is being held open by the Mayor pending the hiring of the new Finance Director. Ms. Hinman noted there were 13 applications received for the Finance Director position and four (4) interviews have been held. Ms. Hinman noted the interviews for the Revenue Officer position will begin soon. Ms. Hinman added that the only position currently being advertised is the Senior Mechanic position. Ms. Hinman reviewed the Human Resource Departments activities for the last month as well as upcoming events. Ms. Hinman also discussed the upcoming Emergency Operations Training for City employees. Mr. Richard Johnson explained the Two Basic Incident Command Training classes that will be offered for Team Leaders and Supervisors regarding the City's Emergency Operations Plan and Incident Command. The class will be offered on July 16 and July 18, and these personnel must only attend one class. Also, on August 7th and August 8th an Executive Level Training on Incident Command/Emergency Operations Plan/Incident Action Plan will be held for Department heads and key people who will have a roll in a time of emergency.

IV. CURRENT BUSINESS

A. Financial Reports

1. Treasurer's Report: June 30, 2013 (*Motion*)

Mrs. Henson noted that the reconciled Treasurer's Report for May was included in the packet for review. Mrs. Henson then reviewed the DRAFT Treasurer's Report for June 2013 totaling \$17,174,489.70 but noted that this was a draft report ONLY since all the cash receipts were not entered for the month as well as all Bank Statements were not reconciled to date. Mrs. Henson noted the part-time person is dedicated to ONLY entering cash receipts and has not completed the month's receipts and bank statements cannot be reconciled until all cash receipts are entered. (*NOTE: the Full-Time position is currently vacant and pending hiring of a full time employee.*)

Mrs. Henson further reviewed the Investment account and noted she was completing the paperwork to get new signatories on the account. Mrs. Henson noted that final payments for projects funded from the 2012 Construction fund need to be monitored as monies will need to be wired out of the 2012 Investment Fund. Mrs. Henson also noted that Council may want to revisit the funds that need to remain invested for the 2012 Fund as there have been losses on this investment.

Motion needed when final Treasurer's Report is submitted for June 2013

2. Sales and Use Taxes: June collections for May 2013

Mrs. Henson noted that the collections presented (\$1,098,896.81) are a DRAFT presentation as all cash receipts have not been entered for the month therefore the accounts cannot be reconciled. (NOTE: the Full-Time position is currently vacant and pending hiring of a full time employee.

3. Lodging Tax Collections, June collections for May 2013

Mrs. Henson noted that the Lodging Tax collections presented (\$68,448.49) are a DRAFT presentation as all cash receipts have not been entered for the month therefore the accounts cannot be reconciled. (NOTE: the Full-Time position is currently vacant and pending hiring of a full time employee.

4. Report: New Business Licenses – June 2013

Mrs. Conaway reviewed the Business License Report: 43 New Businesses and 0 Businesses closed

5. Bills Paid Reports – June 2013

The Bills Paid Report was presented in the packet. Mrs. Conaway asked if there were any questions on the Bills Paid Report.

B. Appropriation Request: (Ordinance)

1. ATRIP – Bayview Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop-1.895 miles (Lake Forest Phase III)- \$500,147 (Ordinance) & (Resolution authorizing execution of agreement)

Mr. Johnson discussed the project area is: Bayview Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop (Lake Forest Phase III). Mr. Johnson stated the Ordinance and Resolution is included in the packet and is formatted according to ALDOT requirements. Mr. Johnson explained that the bid was let by the State and awarded to Hosea Weaver & Sons on June 28, 2013 and the City has 30 days from this date to pay its share. Ms. Henson discussed that Council would need to suspend the rules and approve the Ordinance so monies could be paid. Discussion continued on the project.

Motion by Councilman John Lake to adopt an ordinance appropriating \$500,147 from the General Fund to be transferred to the Capital Reserve Fund for the Resurfacing of Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop (Lake Forest Phase III) and to adopt a resolution authorizing the entering of the agreement between the City of Daphne and the State of Alabama Department of Transportation (ALDOT). Seconded by Councilman Ron Scott. Motion carried.

2. U.S. 98 (SR 42) Service Road Extension in Baldwin Co Agreement between the City, ALDOT and Two Step Partners, LLC- \$242,000/each + \$77,578 Preliminary Engineering (Ordinance includes authorizing execution of agreement and approving Volkert Engineering as the engineer for the project).

Mr. Johnson discussed the Service Road Extension project and noted the cost is split three ways between the City, ALDOT, and Two Step Partners, LLC - \$242,000/each. Mr. Johnson explained the City is responsible for the preliminary engineering estimated to be \$77,578. Mr. Johnson noted that the engineer for the project will be Volkert Engineering. Discussion continued that the property is near Pizza Hut.

Motion by Councilman Ron Scott to adopt an ordinance appropriating \$318,578 out of the General Fund to be transferred to the Capital Reserve Fund for the U.S 98 Service Road Extension project. Seconded by Councilman John Lake. Motion carried.

- C. City of Daphne Village Point-Bay Front Invasive Species Grant Project-**authorize application for grant-** Grant amount \$45,025 / City's cash match \$5000 / In-Kind Services-\$5,120)

Mrs. Ashley Campbell requested that Council approve for her to apply for the Village Point Bayfront Invasive Species Grant. Ms. Campbell noted that the total grant amount is \$45,025 with the City's estimate match being \$10,120 (\$5,120 In-Kind & \$5,000 cash) . Ms. Campbell noted if the grant is approved an appropriation request will come back before the Council for approval.

Motion by Councilman John Lake to authorize applying for the Village Point Park & Bay Front Park Invasive Species Control Project Grant. Seconded by Councilman Ron Scott. Motion carried.

- D. Yancey Branch-Abandoned Dirt Pit Restoration (*Williams Property currently being purchased by the City*) – project cost estimate - \$61,200

Mrs. Ashley Campbell discussed the Yancey Branch abandoned dirt pit and that this was the Williams property that the City was currently purchasing. Mrs. Campbell discussed the need for restoration of the property to reduce harmful sediment laden runoff and minimize future erosion. Ms. Campbell noted if the grant is approved an appropriation request will come back before the Council for approval.

Motion by Councilman John Lake to authorize applying for Restoration of the Yancey Branch - Abandoned Dirt Pit. Seconded by Councilman Ron Scott. Motion carried.

- E. Issuance of a Procurement Credit Card for IT related purchases, Equipment & Supplies

The Mayor reviewed the need for the City to have a credit card for procurement since the current credit cards were designated for training and travel expenditures. The Mayor discussed removing the current transfer documentation required when another employee transfers the card into their possession. Mrs. Henson noted that some documentation is necessary so purchases can be tracked and department head approvals can be obtained. The Mayor also noted that a higher limit (*up to \$30,000*) was needed for the card and discussed the credit limitation issues experienced during the recent process of making some purchases for the City's new IT network infrastructure. The Mayor said the card would be kept in the Finance Department. Mrs. Henson noted that the resolution stated *up to \$30,000* since the credit limit would have to be approved by the credit card company after application.

Motion by Councilman Ron Scott to adopt a resolution to establish a procurement credit card with a credit limit up to \$30,000 for the purchase of equipment, supplies, and IT related items. Seconded by Mr. John Lake. Motion carried.

V. OLD BUSINESS

VI. ADJOURN

The meeting adjourned at 5:15p.m.

Suzanne Henson

From: Becky Hayes <cityclerk@daphneal.com>
Sent: Wednesday, June 26, 2013 10:25 AM
To: Suzanne Henson
Cc: Ron Scott
Subject: Finance Committee Item

Per Ron Scott:

Please put on your agenda for July David Tarwater, representing S.E.E.D.S., he will be asking for funding. They will be making a presentation to council later at the work session.

Rebecca A. Hayes

CITY CLERK

P. O. Box 400

1705 Main Street

Daphne, AL 36526

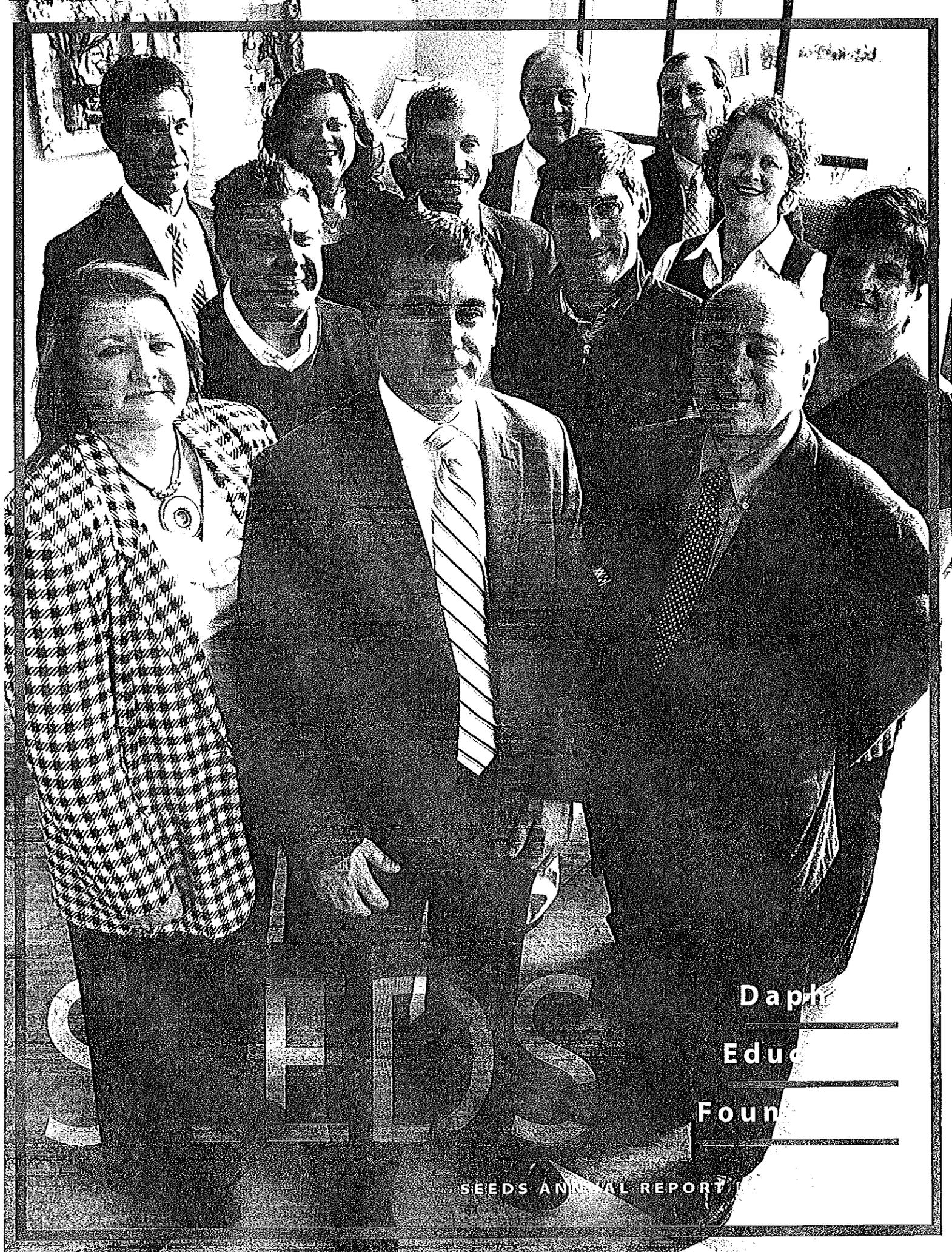
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SEEDS

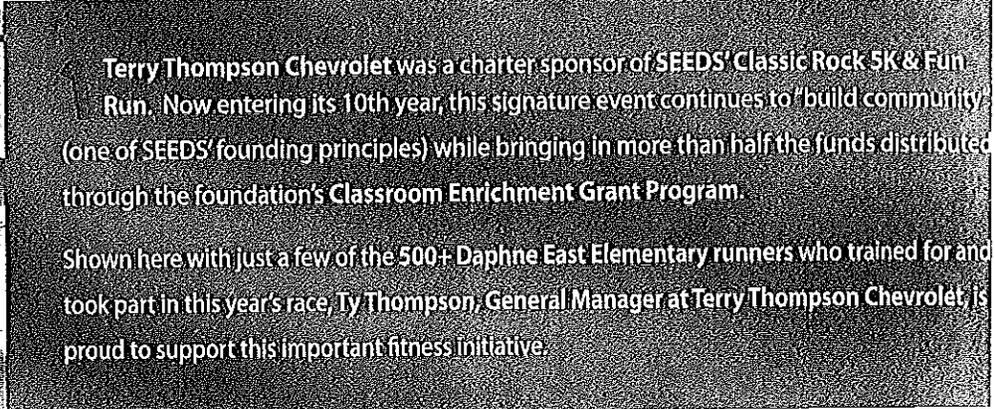
Daphne
Educational
Foundation

EEDS patrons recognize that our schools cannot do it alone – that the nurturing of well-prepared, responsible young citizens truly takes the entire community. With expectations growing every day for what our graduates must know and understand to compete in a rapidly changing economy, our investors are committing to new levels of collaboration with SEEDS and the Daphne schools. Together we are “growing” world-class classrooms for every child. The stories of these new partnerships provide a model for other forward-thinking companies and organizations with vested interests in securing Daphne’s future.



2 Specialty Fuels Bunkering, a new Grand Sponsor of the Mamma Mia Cook-off, has a special, corporate-level interest in supporting the National STEM (Science, Technology, Engineering and Mathematics) Initiative. Managing Director Javier Brito, works here with students at **W. J. Carroll Intermediate School** testing rock density and strength.

STEM skill development is a major focus for the students and teachers at W. J. Carroll School.



Terry Thompson Chevrolet was a charter sponsor of SEEDS' Classic Rock 5K & Fun Run. Now entering its 10th year, this signature event continues to “build community” (one of SEEDS’ founding principles) while bringing in more than half the funds distributed through the foundation’s Classroom Enrichment Grant Program.

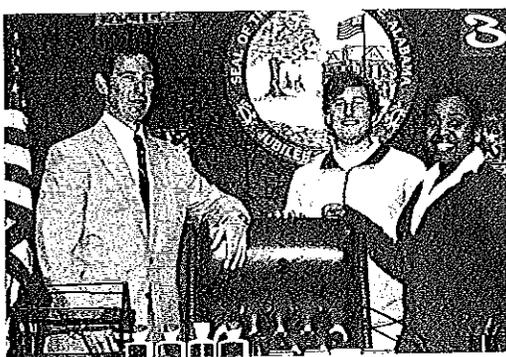
Shown here with just a few of the 500+ Daphne East Elementary runners who trained for and took part in this year’s race, Ty Thompson, General Manager at Terry Thompson Chevrolet, is proud to support this important fitness initiative.

3 Citrin Law Firm was the original Grand Sponsor of SEEDS’ Classic Rock 5K and Fun Run that also generates ongoing financial support for the International Baccalaureate Programme at Daphne High.

In Andy Citrin, our IB students are seeing firsthand the difference one individual can make in a community – in particular the impact that Andy’s “Alive at 25” safe driving program has had on the more than 4,000 local students who have taken the course to date.

4 Dr. Glenn Glass knows that his support of SEEDS helps provide vital funds for every child in Daphne, many of whom are his patients at Glass Orthodontics. As the original Grand Sponsor of the Mamma Mia Cook-off, Glenn has long believed that an investment in SEEDS is an investment in the entire community. Through the new career exploration opportunities we plan to offer in the coming year, we look forward to giving Daphne students a look at the art and science of orthodontics – from the other side of the chair!

Dr. Glass donates complete orthodontic services to one lucky family each year as an auction item for Daphne Middle School.



Classroom Enrichment Grant Program

Our generous donors are making a significant and lasting impact on the quality of life in our community through their support of SEEDS' Classroom Enrichment Grant Program:

- \$43,500 distributed this year
- \$314,500 awarded since 2005

Christ the King Catholic School

- Technology enhancements to expand WiFi access
- Digital recorders to build reading fluency and comprehension skills
- Laptop computer purchases to facilitate writing and editing

W. J. Carroll Intermediate School

- Site license for school-wide individualized math instructional program (IXL Math)
- Document reader to promote collaboration and group problem-solving
- iPad technology for special needs students

Daphne East Elementary School

- School-wide technology purchase for expanding WiFi capabilities
- Anti-bullying program materials

5 Civic leadership and community service guide the work of many SEEDS supporters including the staff at Eastern Shore Urgent Care. Dr. Michael Mahoney is not only an active partner at Christ the King Catholic School but also a medical missionary who spends time each year working with the poor in Central America.

Dr. Mahoney and his colleagues welcome the opportunity to encourage that same kind of altruism among our Daphne students. Eastern Shore Urgent Care also provides leadership as a Classic Rock 5K Grand Sponsor.

- Collaborative learning technical support for Project Jubilee
- Bird migration research project supplies and technology support

Daphne Elementary School

- Portable Promethean Board for use in professional development
- Math manipulatives to enrich problem-solving and to provide hands-on learning activities
- Funding to staff and operate a summer reading camp
- Online physical fitness programs to facilitate large-group instruction and teamwork

Daphne Middle School

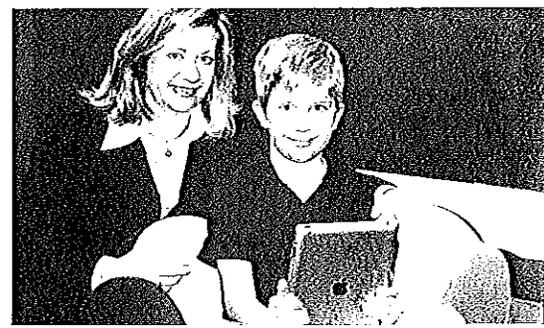
- School-wide anti-bullying and safety/security enhancements
- Kindles for expanding reading options and collecting /using data
- iPad purchases to facilitate research/composition/editing skills
- Logistical/material support for Public Art 101, an annual student exhibition

Daphne High School

- Staffing support for learning environment initiative
- Technology support for school-wide writing across the curriculum initiative
- Transportation and equipment for school-wide Scholars' Bowl team

6 Dr. Todd Chambliss of Daphne Pediatric Dentistry is becoming a familiar face at Daphne Elementary School, located just around the corner from his office. Todd has embraced the concept that improving our schools requires a personal commitment to learning from and with our community's youth.

His Benefactor-level contribution to SEEDS this year will help fund a summer reading camp for his young friends in grades 1-3.



One of the most successful steps SEEDS has taken this year has been to promote closer working relationships between our major donors and our Daphne schools. As a parent and marketing professional, I knew our SEEDS investors would be inspired and gratified by the very real impact their support is making. From Promethean Boards to iPads, from summer reading camps to school-wide fitness initiatives, the generosity of our Corporate Friends of SEEDS is producing real results for nearly 5,000 Daphne students.

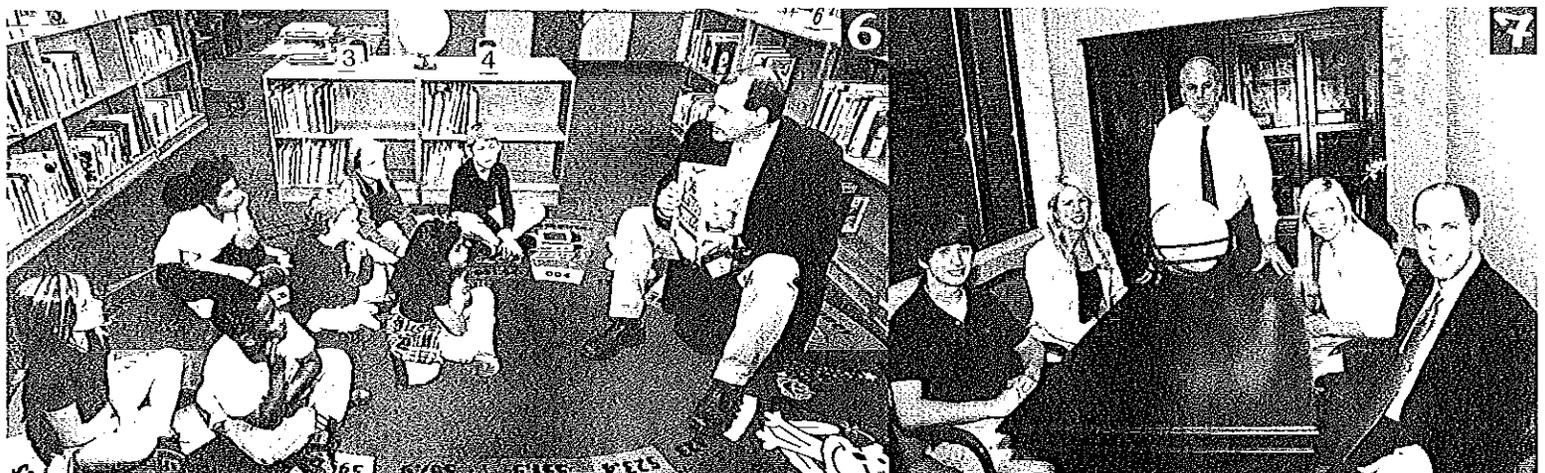
Our goals for the 2013-'14 school year are even more exciting. Sign on now and bring your unique strengths to the table as we work to give Daphne students the world-class learning opportunities they need and deserve. We're ready to get started and saving you a seat.

Call or write us today!
251.656.7333 / info@seedsindaphne.org

DEBORAH YORK GEIGER, APR
SEEDS President

7 With internationalism emerging as a new priority within the Daphne schools, partnerships with local companies that have strong international ties will be more important than ever.

The team at Morgan Stanley / D'Oliveira, Frick, Dutra Group looks forward to playing a major role in supporting the development of the Career Academy at Daphne High School.



2012 Corporate Friends of SEEDS / Major Gift Contributors

EVENT / PROJECT SPONSORS

\$5,000+

Grand Sponsors

Mamma Mia Cook-off

Glenn Glass, DMD / Glass Orthodontics
Miller's Grand Events
Specialty Fuels Bunkering
Wind Creek Casino

Grand Sponsors

Classic Rock 5K & Fun

Citrin Law Firm
Eastern Shore Urgent Care

BENEFACTORS \$2,500 - \$4,999

Major Sponsors

Classic Rock 5K

Bryant Bank
City of Daphne
Daphne Pediatric Dentistry / Todd Chambliss, DMD
Lad Drago State Farm Insurance
Jim Golemon State Farm Insurance
Huntingdon College
Morgan Stanley / D'Oliveira-Frick-Dutra Group
PNC Bank
Tameron Honda
Terry Thompson Chevrolet

PATRONS \$1,000-\$2,499

Compound Care Pharmacy
Cornerstone Investment Management and Consulting
Daphne-Spanish Fort Rotary
Eastern Shore Sertoma
Fairhope Pediatrics / Dr. Katrina Skinner
Kiwanis Club of Daphne and Spanish Fort
Riviera Utilities



ADVOCATES \$500-\$999

Baldwin Denture Center / Dr. Thomas Hanson
Beds & Blinds
Community Bank
Philip and Tiffany Durant
Eastern Shore Medical Specialists
Jan K. Finney, PA
Blair and John Heald
Hutchinson, Moore and Rauch Engineering
Malbis Pediatric Dentistry/ Dr. Kelly Jones
Lori and Jud Menefee
Sexton Lawn and Landscape
George and Ellen Sims
Workshops, Etc.

PARTNERS \$250-\$499

Bancorp South
Curtis Barrett, DMD
Gabriel Chamblin, DMD
Coastal Church
Jan and Tim Cudd
Daphne Optimists
Daniel Deese, DMD
Eastern Shore Dental, PC / Dr. William Parsons
Fairhope Eye and Laser Center / Dr. Kim Dunagan
Frame Corner
Deb and Glenn Geiger
Ashley and Mark Hammond
Kenneth Hanak, CPA
Mediacom
Ngando family
Lionel Noonan, DMD
Premier Foot Care / Dr. Jeff Dull
Jay M. Ross
Ruth and Robert Seawell
Stone, Granade & Crosby
Bo and Kelly Williams

LEGISLATIVE COMMUNITY SERVICE GRANTS (distributed to five Daphne public schools through SEEDS)

State Rep. Randy Davis \$5000 (\$1000 per school)
State Sen. Marc Keahey \$5000 (\$1000 per school)
State Sen. Trip Pittman \$2500 (\$500 per school)
State Rep. Joe Faust \$1000 (\$200 per school)



SEEDS - Supporting Educational Enrichment in Daphne's Schools

PO Box 460 / Daphne, AL 36526
(251) 656-7333

info@seedsindaphne.org
seedsindaphne.org
Facebook.com/seedindaphne

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Marketing Manager; Honours Golf
deb.geiger@honoursgolf.com

Vice president

PHILIP DURANT
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stanette@millersgrandevents.com

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scassibry@bellsouth.net

TODD CHAMBLISS, DMD
Daphne Pediatric Dentistry
krisjablonski@bellsouth.net

GALE CROFT

Baldwin County Site Coordinator
Adult Degree Completion Program
Huntingdon College
gale.croft@huntingdon.edu

JAN PALMER CUDD

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DAVID TARWATER

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BO WILLIAMS

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Staff

DENISE D'OLIVEIRA, APR
Executive Director
info@seedsindaphne.org

On the cover - SEEDS patrons stand together in their support of creating world-class schools for Daphne. Among those stepping up in new ways this year are (L to R, first row) Stanette Miller, Miller's Grand Events; Mayor Dane Haygood, City of Daphne; Sergio D'Oliveira, Morgan Stanley; (2nd row) Javier Brito, Specialty Fuels Bunkering; Ty Thompson, Terry Thompson Chevrolet; Valonne Harmon, Eastern Shore Urgent Care; (3rd row)

Andy Citrin, Citrin Law Firm; Lad Drago, State Farm Insurance; Gale Croft, Huntingdon College; (4th row) Christian Green, Tameron Honda; Jim Golemon, State Farm Insurance; and Todd Chambliss, Daphne Pediatric Dentistry.



Dane Haygood
Mayor

Vickie Hinman
Human Resources Director



The Jubilee City

Sherree Hilburn
Payroll and Benefits Coordinator

Michele Hanson
Human Resources Assistant

July 5, 2013

HUMAN RESOURCES DEPARTMENT
ACTIVITY REPORT

Positions

Status

Accounting Technician	Open (<i>Posting ended: 4-15-13 / Interviews completed: 5-08-13</i>)
Sr. Mechanic	Posting ends: 7/15/13
Finance Director	Interviewing
Revenue Officer	Reviewing (30) applications

Safety Committee Meeting:

June 26, 2013 – Chip Martin announced the dates for the Emergency Operations Training for City employees. Two Basic Incident Command Training classes will be offered for Team Leaders and Supervisors regarding the City's Emergency Operations Plan and Incident Command. The class will be offered on July 16 and July 18, and these personnel must only attend one class. Also, on August 7th and August 8th an Executive Level Training on Incident Command/Emergency Operations Plan/Incident Action Plan will be held for Department heads and key people who will have a roll in a time of emergency.

Building Inspection was performed at the City Jail and inspection showed the lights needed to be replaced in the Exit signs.

HR projects/meetings:

- Working on department 2014 budget
- Meeting with several insurance representatives in July regarding medical, short term and long term disability

DRAFT BALANCE PER BANK STATEMENTS
 ALL RECEIPTS NOT ENTERED NOR
 STATEMENTS RECONCILED AS OF 7/8/13

TREASURER'S REPORT

As of June 30, 2013

TO: FINANCE COMMITTEE
 FROM: FINANCE DEPARTMENT

*Draft for
June 13*

ACCT TITLE	BANK	BALANCE
GENERAL FUND & ENTERPRISE FUNDS		
MMA ACCT	COMPASS	\$6,615,039.23
OPERATING ACCT	COMPASS	(\$627,265.94)
PAYROLL ACCT	COMPASS	\$0.00
CREDIT CARD DONATION ACCT ((\$500 transf frm GF to open acct)	COMPASS	\$500.00
		<u>\$5,988,273.29</u>
INVESTMENT FUND	RAYMOND JAMES (investment \$4,828,875.15)	\$5,138,747.78
AGENCY FUNDS		
MUNICIPAL COURT	COMPASS	\$421,330.74
SPECIAL REVENUE FUNDS		
SAIL SITE	PNC BANK	\$3,704.64
4 CENT GAS TAX	PNC BANK	\$107,015.93
7 CENT GAS TAX	PNC BANK	\$387,654.49
		<u>\$498,375.06</u>
CAPITAL PROJECT FUNDS		
CAPITAL RESERVE	WELLS FARGO	\$1,179,727.07
2012 CONSTRUCTION	REGIONS	\$178,851.41
2012 CONSTRUCTION INVESTMENT ACCT	RAYMOND JAMES	\$1,390,046.02
		<u>\$2,748,624.50</u>
DEBT SERVICE FUNDS		
DEBT SERVICE	WELLS FARGO	\$2,379,138.33
		<u>\$17,174,489.70</u>
PRIOR YEAR BALANCE	June 30, 2012	<u>\$18,991,181.79</u>

Reconciled 6-18-13 **TREASURER'S REPORT - updated**
 As of May 31, 2013

May's Report

TO: FINANCE COMMITTEE
 FROM: KIMBERLY BRILEY, FINANCE DIRECTOR/TREASURER

ACCT TITLE	BANK	BALANCE
GENERAL FUND & ENTERPRISE FUNDS		
MMA ACCT	COMPASS	\$6,971,059.17
OPERATING ACCT	COMPASS	(\$151,219.05)
PAYROLL ACCT	COMPASS	\$0.00
CREDIT CARD DONATION ACCT (\$500 transf frm GF to open acct)	COMPASS	\$500.00
		<u>\$6,820,340.12</u>
INVESTMENT FUND	RAYMOND JAMES	\$5,183,601.95
MUNICIPAL COURT	COMPASS	\$413,626.19
SPECIAL REVENUE FUNDS		
SAIL SITE	PNC BANK	\$2,883.49
4 CENT GAS TAX	PNC BANK	\$184,265.12
7 CENT GAS TAX	PNC BANK	\$381,671.58
		<u>\$568,820.19</u>
CAPITAL PROJECT FUNDS		
CAPITAL RESERVE	WELLS FARGO	\$1,184,803.43
2012 CONSTRUCTION	REGIONS	\$491,461.14
2012 CONSTRUCTION INVESTMENT ACCT	RAYMOND JAMES	\$1,389,728.56
		<u>\$3,065,993.13</u>
DEBT SERVICE FUNDS		
DEBT SERVICE	WELLS FARGO	\$1,951,767.32
2006 DEBT SERVICE	PNC	\$0.00
(account closed - balance transferred to Debt Service)		<u>\$1,951,767.32</u>
		<u>\$18,004,148.90</u>

PRIOR YEAR BALANCE May 31, 2012 \$19,452,034.17

Collected : June 2013 for May 2013

DRAFT

		ESP Prior Debt Svc		Total
10040000 - 40110	Sales Tax	\$ 759,051.16	\$ 75,810.06	\$ 834,861.22
10040000 - 40112	Auto Tax	\$ 154,147.54	\$ 43,556.77	\$ 197,704.31
10040000 - 40115	Consumer Use	\$ 12,273.91	\$ 2,719.10	\$ 14,993.01
10040000 - 40120	Sellers Use	\$ 24,691.48	\$ -	\$ 24,691.48
10040000 - 40125	Rental	\$ 15,760.57	\$ 386.10	\$ 16,146.67
10040000 - 40130	Casual & Use	\$ 10,500.12	\$ -	\$ 10,500.12
		<u>\$ 976,424.78</u>	<u>\$ 122,472.03</u>	<u>\$ 1,098,896.81</u>

4804 - 40135 Lodging Tax \$ 68,448.49

DRAFT

FY13: April's Coll - \$ 47,434.55

FY12: May's Coll - \$ 54,740.45

SALES & USE TAXES - April 2013 For Comparison

ACTUAL COLLECTIONS

	2013 Eastern Shore Park												YTD Variance	% of Budget					
	2007	2008	2009	2010	2011	2012	2013	2013 Eastern Shore Park	October	November	December	January			February	March	April	May	June
October	944,542.36	867,190.18	806,503.85	764,641.13	800,512.03	864,727.27	919,999.50	99,665.87	1,019,065.37	925,163	93,902.37	93,902.37	10,15%						
November	918,837.95	915,890.97	801,075.91	761,955.37	819,834.09	845,342.45	910,116.86	101,697.10	1,011,813.96	924,116	87,697.76	181,600.13	9.49%						
December	1,182,584.39	1,120,005.09	1,078,330.45	1,004,037.20	1,121,383.45	1,165,135.62	1,141,639.06	124,412.44	1,268,051.50	1,252,860	13,191.55	194,791.68	1.05%						
January	914,876.33	822,020.87	755,541.41	723,504.28	817,230.14	809,785.59	803,032.70	92,684.49	885,717.19	894,947	770.52	195,562.20	0.09%						
February	877,975.60	865,625.83	748,620.87	733,335.60	840,768.01	845,101.34	901,887.85	102,461.65	1,004,349.50	921,098	83,251.44	278,813.64	9.04%						
March	1,071,598.38	998,616.04	863,535.78	816,657.55	976,181.39	1,018,721.43	1,054,154.80	126,852.75	1,181,007.55	1,108,559	72,448.06	351,261.70	6.54%						
April	960,140.54	963,691.85	823,173.33	809,588.73	916,536.59	911,438.60	925,050.96	114,718.91	1,039,769.87	1,004,237	35,532.92	386,794.62	3.54%						
May	1,021,498.14	957,167.20	829,099.81	862,254.54	889,945.33	911,839.30	-	-	-	1,014,317	-	-	0.00%						
June	1,066,433.92	997,274.15	868,309.52	887,262.68	946,206.78	995,894.44	118,255.09	-	-	1,122,289	-	-	0.00%						
July	993,216.66	888,690.34	808,113.93	839,192.33	902,457.24	898,566.91	111,626.17	-	-	1,047,748	-	-	0.00%						
August	954,421.57	964,626.26	831,994.35	790,713.80	871,437.04	909,570.34	111,697.42	-	-	1,021,696	-	-	0.00%						
September	965,107.35	918,551.15	825,257.74	841,035.40	863,630.36	898,557.39	106,103.65	-	-	1,031,560	-	-	0.00%						
Totals	11,871,233.19	11,279,349.93	10,039,546.95	9,934,178.61	10,766,122.45	11,074,680.68	447,682.33	6,655,281.73	7,417,774.94	12,268,590	386,794.62	-	-						

FY 2013 BUDGET/ACTUAL COMPARISONS

FISCAL YEAR COMPARISONS

	Percent Change												
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2012-2013	2013-2013	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
October	-7.35%	(60,686.33)	41,862.72	35,870.90	64,215.24	154,338.10	154,338.10	100%	-7.00%	-5.19%	4.69%	8.02%	17.85%
November	(2,945.98)	(114,815.06)	(39,120.54)	57,878.72	25,508.36	166,471.51	166,471.51	100%	-12.54%	-4.88%	7.60%	3.11%	19.69%
December	(62,579.30)	(41,674.64)	(74,283.25)	117,946.25	43,752.17	100,915.88	100,915.88	100%	-3.72%	-6.89%	11.69%	3.90%	8.66%
January	(92,855.46)	(66,479.46)	(32,037.13)	93,725.86	(7,444.55)	85,931.60	85,931.60	100%	-8.09%	-4.24%	12.95%	-0.91%	10.61%
February	(12,349.77)	(117,004.96)	(15,285.27)	107,432.41	4,333.33	159,248.16	159,248.16	100%	-13.52%	-2.04%	14.65%	0.52%	18.84%
March	(72,982.34)	(135,080.26)	53,121.77	59,523.84	42,540.04	162,286.12	162,286.12	100%	-13.53%	6.15%	6.49%	4.36%	15.93%
April	3,551.31	(140,518.52)	(13,584.60)	106,947.86	(5,097.99)	128,331.27	128,331.27	100%	-14.53%	-1.65%	13.21%	-0.56%	14.08%
May	(64,330.94)	(128,067.39)	33,154.73	27,690.79	21,893.97	-	-	0%	-13.38%	4.00%	3.21%	2.46%	-
June	(69,159.77)	(128,964.63)	18,953.16	58,944.10	167,942.75	-	-	0%	-12.93%	2.18%	6.64%	17.75%	-
July	(104,526.32)	(80,576.41)	31,078.40	63,264.91	107,735.84	-	-	0%	-9.07%	3.85%	7.54%	11.94%	-
August	(104,526.32)	(132,641.91)	(41,270.55)	80,728.24	149,830.72	-	-	0%	-13.75%	-4.96%	10.21%	17.19%	-
September	(46,556.20)	(93,293.41)	15,777.66	22,594.96	141,030.68	-	-	0%	-10.16%	1.91%	2.69%	16.33%	-
Annual \$ Change	(591,885.26)	(1,239,802.98)	(105,368.34)	831,943.84	756,240.56	957,522.64	957,522.64	100%	-10.99%	-1.05%	8.37%	7.02%	8.55%

TOTAL collections: FY 12	7,417,775
TOTAL est. bdgt coll: FY 13	7,030,980
Budgeted Dollar Variance 12 & 13	386,795
Budgeted Percent Variance 12&13	5.20%

TOTAL collections: FY 12	11,522,363
TOTAL est. bdgt coll: FY 13	12,268,590
Budgeted Dollar Variance 12 & 13	746,227
Budgeted Percent Variance 12&13	6.48%

NEW BUSINESSES

June-13

CITY LIMITS		CONTRACTORS	
RETAILERS		JOE TARVER CONSTRUCTION	1
BABYTALK EASTERN SHORE	1	THREE NOTCH ENTERPRISES	1
		E-Z FLOW PLUMBING & DRAIN	1
		HALL ELECTRIC	1
		CONSTRUCTION MANAGERS LLC	1
		GULF CONSTRUCTION & ROOF	1
		DESIGNS BY BAILEY	1
		DAVIS & SON'S PLUMBING	1
ALL OTHER		CONTRETE SOLUTIONS	1
PURITY NAILS & SPA	1	LIKE NEW EXTGERIORS, INC	1
SPORTS CREATIONS	1	OWENS INTERIOR TRIM & CARPENTRY	1
MURRY MUTCHNICK	1		
BAYSHORE DME BILLING	1		
PREMIERE CLEANING SERVICE	1		
SERVING HANDS CONCIERGE	1		
BEVERLY B. STEINHAUER	1		
COMFORT DENTAL OF DAPHNE	1		
CONCENTRA INTEGRATED SERVICES	1		
RETTIG'S AUTO BODY	1		
ANYTIME FITNESS	1		
ORGANIZATION BY AMANDA	1		
RED DOOR SALON	1	TOTAL CONTRACTORS	11
PATRICIA CROWLEY	1		
LABYRINTH COUNSELING ASSOCIATION	1	INSURANCE	
1-800 RADIATOR & AC OF ALABAMA	1		
SHAMROCK CLEANERS	1	TOTAL INSURANCE	0
LEGACY BARBERSHOP	1		
		TOTAL NEW BUSINESSES IN DAPHNE	43
		CLOSED BUSINESSES IN DAPHNE	
TOTAL CITY LIMITS	19	TOTAL CLOSED BUSINESSES IN DAPHNE	0
OUTSIDE CITY LIMITS			
CARING HANDS HOME CARE	1		
BALDWIN COUNTY REPUBLICAN PARTY	1		

ORDINANCE 2013-

Resurfacing: Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop (Lake Forest Phase III)

WHEREAS, Ordinance 2012-58 approved and adopted the Fiscal Year 2013 Budget on October 1, 2012; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2013 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2013 budget; and

WHEREAS, the City has entered into an agreement with ALDOT for an ATRIP grant for the resurfacing of Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop with an 80/20 cost share ratio.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$ 500,147 from the General Fund are appropriated to be transferred to Capital Reserve and made a part of the Fiscal Year 2013 budget for the City's 20% match for the project herein described.

	Total Cost	80% Reimbursement	20% Cost to City
Construction (H.O. Weaver & Sons):	\$2,181,160.61	\$1,744,928.49	\$436,232.12
Construction Engineering & Inspection:	\$274,574.00	\$219,659.20	\$54,914.80
Material Testing:	\$45,000.00	\$36,000.00	\$9,000.00
	\$2,500,734.61	\$2,000,587.69	\$500,146.92

FURTHERMORE, the Mayor is hereby authorized to execute any and all documents required in order for the City of Daphne to participate in such project.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____, 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

CITY OF DAPHNE

RESOLUTION 2013-

**Resurfacing 1.895 miles on Bay View Drive and Ridgewood Drive from
Rolling Hill Drive to Dunbar Loop**

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

1. That the City of Daphne, Alabama enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:
The resurfacing on Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop. Length- 1.895 miles. Project# ACOA59010-ATRP (001); ATRIP# 02-01-22

Which Agreement is before this Council;

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf; and
3. That the agreement be attested by the City Clerk and the seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk, Finance Director, and Public Works Director.

ADOPTED AND APPROVED this _____ day of _____, 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

I, the undersigned qualified and acting clerk of the City of Daphne, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution passed and adopted by the City Council of the City of Daphne at a regular meeting of such Council held on the _____ day of _____, 2013, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the _____ day of _____, 2013.

Rebecca A. Hayes, City Clerk



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



Robert Bentley
Governor

John R. Cooper
Transportation Director

June 11, 2013

The Honorable Dane Haygood
Mayor, City of Daphne
PO Box 400
Daphne, Alabama 36526

**RE: ACOA59010-ATRP (001)
ATRIP 02-01-22
Baldwin County
City of Daphne**

Dear Mayor Haygood:

Attached is the original Agreement between the Alabama Department of Transportation and the City of Daphne covering the listed project's financing costs for construction.

Please complete and return this agreement as soon as possible with all **signatures** and **seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

- **PLEASE DO NOT EXECUTE THE FAXED COPY OF THE AGREEMENT!**

Sincerely,

Edward N. Austin, P.E.
Innovative Programs Engineer

ENA:mk
Attachment(s)

cc: Vince Calametti, P.E. (9th Division Engineer)
Clay McBrien, P.E. (Ms. Melva Bradford)
File

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF DAPHNE, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Daphne (FEIN 63-0478139), hereinafter referred to as the CITY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing on Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop. Length – 1.895 miles
Project# ACOA59010-ATRP (001); ATRIP# 02-01-22

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The CITY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The CITY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The CITY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The CITY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for the PROJECT. The CITY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The CITY will furnish the STATE (Division) a copy of the permit prior to any work being performed by the contractor.

- (5) The CITY will furnish all construction engineering for the PROJECT with CITY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent CITY funds. Any Federal aid non-participating costs shall be borne by the CITY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the CITY from Federal ATRIP funds, if available, and from CITY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 1,879,768.00
CITY Funds	\$ <u>469,942.00</u>
Total (Including E & I)	\$ 2,349,710.00
- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the CITY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the CITY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

- (13) The CITY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the CITY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- (16) The CITY will be responsible at all times for all of the work performed under this agreement and, the CITY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.
- (17) By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents, or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (20) The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- (21) By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (22) Exhibits M and N are attached and hereby made a part of this agreement.

- (23) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (24) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (25) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

CITY OF DAPHNE, ALABAMA

City Clerk (Signature)

BY: _____
Mayor (Signature)
City of Daphne

Print Name of Clerk

Print Name of Mayor

RECOMMENDED FOR APPROVAL:

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

Innovative Programs Engineer
Edward N. Austin, P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Chief Counsel
Jim R. Ippolito, Jr.

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON

THE _____ DAY OF _____, 20_____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

RESOLUTION NUMBER _____

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

1. That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

The resurfacing on Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop. Length – 1.895 miles
 Project# ACOA59010-ATRP (001); ATRIP# 02-01-22

2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

Passed, adopted and approved this _____ day of _____, 20 ____.

ATTESTED:

City Clerk

Mayor, City of Daphne

I, the undersigned qualified and acting clerk of the City of Daphne, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the ____ day of _____, 20 ____, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the ____ day of _____, 20 ____.

City Clerk

SEAL

Suzanne Henson

From: Richard Johnson <directorpw@daphneal.com>
Sent: Thursday, July 04, 2013 11:08 AM
To: Suzanne Henson
Cc: <jaye@hmrengineers.com>; Jane Ellis; Mayor Dane Hagood
Subject: Re: ATRIP - LF Phase III - ALDOT Agreement and Resolution

No there will be no update - the agreement already accommodates the variance in cost.

I updated the \$ for our Ordinance's purposes - we need to have the resolution for the signing of the agreement on the 15th so we can get it to ALDOT they have already been asking for it.

RDJ

Sent from my iPhone

On Jul 3, 2013, at 5:54 PM, "Suzanne Henson" <financesenioraccountant@daphneal.com> wrote:

Jaye / Richard

Did either of you receive an updated agreement with the correct amount. Kim gave me an agreement but it has the amount before the bid was opened? I wanted to include all the updated info in the Finance Packet for Monday.

thanks

Suzanne Henson
Senior Accountant

City of Daphne
1705 Main Street / P. O. Box 400
Daphne, AL 36526
Phone: 251-621-9000 X121 / Fax: 251-626-3008
Web Site: DaphneAL.com

From: Christine Ciancetta [mailto:financedeputydirector@daphneal.com]
Sent: Monday, July 01, 2013 12:43 PM
To: Richard Johnson; Suzanne Henson
Cc: Jane Ellis; Mayor Dane Hagood; Hayes, Becky; Denise Penry; Jaye Robertson
Subject: Re: ATRIP - LF Phase III - ALDOT Agreement and Resolution

Good Afternoon,

Suzanne has copies of the ordinance and resolution to be included in the Finance Committee packet.

Christine

On Mon, Jul 1, 2013 at 8:02 AM, Richard Johnson <directorpw@daphneal.com> wrote:
<image001.gif>

Christine:

See below – Kim was going to prep everything for this month’s finance. The project let on 06/28/2013 for \$2,181,160.61 to H.O. Weaver & Sons – they were the contractor on the 1st phase and they do good work. The project is within the projected cost estimate and is a go.

Our share of the 20% Construction match is: \$436,232.12

Total CE&I (Const Eng & Insp): \$274,574.00 (80% reimbursable =
\$219,659.20)

Total Material Testing: \$ 45,000.00 (80% reimbursable = \$
36,000)

Total Appropriation: \$755,806.12 (with \$255,659.20 to be
reimbursed)

Actual Cost: \$500,146.92

Thanks,

RDJ

Richard D. Johnson, P.E.

Public Works Director

26435 Public Works Road

Daphne, AL 36526

Phone: (251) 621-3182

Fax: (251) 621-3189

Kim Briley

From: Richard Johnson <directorpw@daphneal.com>
Sent: Monday, June 17, 2013 4:02 PM
To: 'Kim Briley'
Cc: financedeputydirector@daphneal.com; 'Jane Ellis'; 'Mayor Dane Hagood'; Hayes, Becky; 'Denise Penry'; 'Jaye Robertson'
Subject: ATRIP - LF Phase III - ALDOT Agreement and Resolution
Attachments: ALDOT Agreement - 06-11-2013 reduced.pdf

Mrs. Briley:

Thank you so much for taking time to complete this prior to your departure. Jane has a clean original – the attached is a scan of a fax. I will have her deliver a copy to you.

This is what is needed:

An Ordinance for the 20% appropriation (Also authorizing the Mayor to enter into any contracts or agreements associated with the Project) .

A Resolution with the require ALDOT Language (see last page).

Timeline:

06/28/2013 – Project Letting (we will know the actual construction cost on this date)

07/08/2013 - Finance Committee

07/15/2013 – Resolution and Ordinance (1st Read)

07/16/2013 – Mayor Sign the Agreement/Clerk Attest

08/05/2013 – Ordinance (2nd Read) – appropriation

Thanks,

RDJ

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

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

directorpw@daphneal.com

directorpw@daphneal.com

From: Christine Ciancetta [mailto:financedeputydirector@daphneal.com]
Sent: Monday, July 01, 2013 8:48 AM
To: Richard Johnson
Cc: Jane Ellis; Mayor Dane Hagood; Hayes, Becky; Denise Penry; Jaye Robertson
Subject: Re: ATRIP - LF Phase III - ALDOT Agreement and Resolution

[Quoted text hidden]

Christine Ciancetta <financedeputydirector@daphneal.com> Mon, Jul 1, 2013 at 11:31 AM
To: Richard Johnson <directorpw@daphneal.com>

Hi Richard,

The ATRIP agreement has FEDERAL FUNDS: \$1,879,768 & CITY FUNDS \$469,942 totaling \$2,349,710
Your email had a break down of FEDERAL FUNDS \$2,005,588 & CITY FUNDS \$500,147 totaling \$2,500,735
Which amounts are correct?

Thank you!
Christine
[Quoted text hidden]

Richard Johnson <directorpw@daphneal.com> Mon, Jul 1, 2013 at 12:03 PM
To: Christine Ciancetta <financedeputydirector@daphneal.com>
Cc: Jaye Robertson <jaye@hmrengineers.com>

 The FEDERAL FUNDS \$2,005,588 & CITY FUNDS \$500,147 totaling \$2,500,735 are correct – the agreement was drafted prior to bid letting.

RDJ

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

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

023 . ACOA59010--ATRP(001)
COUNTY: BALDWIN LENGTH: 1.894 MILES

PLANING, RESURFACING, AND TRAFFIC STRIPE
ON BAYVIEW DRIVE AND RIDGEWOOD DRIVE EAST OF NORTH MAIN STREET IN
DAPHNE

1. HOSEA O. WEAVER & SONS, INC. \$ 2,181,160.61
7450 HOWELLS FERRY ROAD
MOBILE , AL 36618
2. JOHN G. WALTON CONSTRUCTION CO., INC. \$ 2,261,783.82
1806 WOLF RIDGE ROAD
MOBILE , AL 36618

024 . ACNU58340--ATRP(001)
COUNTY: BUTLER LENGTH: 8.928 MILES

LEVELING, RESURFACING, AND TRAFFIC STRIPE
ON (CR-50) HONORAVILLE ROAD FROM THE JUNCTION OF SR-10 EAST OF
GREENVILLE TO THE CRENSHAW COUNTY LINE

1. APAC MID-SOUTH, INC. \$ 1,274,335.84
500 RIVERHILLS PARK, SUITE 590
BIRMINGHAM , AL 35242
2. WIREGRASS CONSTRUCTION COMPANY, INC. \$ 1,289,827.89
170 EAST MAIN STREET
DOTHAN , AL 36301

026 . DE-A194(934)
COUNTY: JEFFERSON LENGTH: 1.799 MILES

ROADWAY REVITALIZATION (LANDSCAPING AND LIGHTING)
ON SR-75 FROM SOUTH OF HUFFMAN ROAD TO 25TH COURT NE IN CENTERPOINT

1. TRIPLE J CONSTRUCTION, LLC \$ 146,502.00
62 CO ROAD 222
CRANE HILL , AL 35053
2. FORESTRY ENVIRONMENTAL SERVICES, INC. \$ 153,367.00
2871 ACTON ROAD, SUITE 222
BIRMINGHAM , AL 35243

032 . HSIP-STPOA-0095(502)
COUNTY: HENRY LENGTH: 8.545 MILES

PLANING, WIDENING, RESURFACING, AND TRAFFIC STRIPE
ON SR-95 FROM THE HOUSTON COUNTY LINE TO HALEBURG (MP 32.867)

1. WIREGRASS CONSTRUCTION COMPANY, INC. \$ 2,727,828.61
170 EAST MAIN STREET
DOTHAN , AL 36301
2. APAC MID-SOUTH, INC. \$ 2,781,140.68
500 RIVERHILLS PARK, SUITE 590
BIRMINGHAM , AL 35242

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

From: Richard Johnson [mailto:directorpw@daphneal.com]**Sent:** Monday, June 17, 2013 4:02 PM**To:** 'Kim Briley (financedirector@daphneal.com)'**Cc:** 'financedeputydirector@daphneal.com'; 'Jane Ellis (mayorassist@daphneal.com)'; 'Mayor Dane Hagood (mayor@daphneal.com)'; Hayes, Becky (cityclerk@daphneal.com); 'Denise Penry (pwaccountant@daphneal.com)'; 'Jaye Robertson (jaye@hmrengineers.com)'**Subject:** ATRIP - LF Phase III - ALDOT Agreement and Resolution

Mrs. Briley:

Thank you so much for taking time to complete this prior to your departure. Jane has a clean original – the attached is a scan of a fax. I will have her deliver a copy to you.

This is what is needed:

An Ordinance for the 20% appropriation (Also authorizing the Mayor to enter into any contracts or agreements associated with the Project) .

A Resolution with the require ALDOT Language (see last page).

Timeline:

06/28/2013 – Project Letting (we will know the actual construction cost on this date)

07/08/2013 - Finance Committee

07/15/2013 – Resolution and Ordinance (1st Read)

07/16/2013 – Mayor Sign the Agreement/Clerk Attest

08/05/2013 – Ordinance (2nd Read) – appropriation

Thanks,

RDJ

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

Phone: (251) 621-3182

Fax: (251) 621-3189

Cell: (251) 379-1305

directorpw@daphneal.com

3 attachments

 **ALDOT Agreement - 06-11-2013 reduced.pdf**
1073K

 **ALDOT Letting 06-28-2013.pdf**
10K

 **noname.eml**

City of Daphne – Public Works Committee

Meeting Date: June 17, 2013

Notice of Action Taken

Agenda Item #	Description	Action Taken	Forwarded To	Person to Implement	Notes
III.D.b	US Hwy 98 Service Road Extension – Proposal for Engineering Services -- Volkert, Inc	Committee made an affirmative motion to the Finance Committee to place on the July 2013 meeting for review and approval.	Finance Office of the Mayor	Finance Director Office of the Mayor	Proposal for Engineering Services Agreement shall be placed on the 07/08/2013 Finance Committee Agenda for review and consideration.
III.D.c	US Hwy 98 Service Road Extension – ALDOT Agreement for project cost sharing (City & ALDOT)	Committee made an affirmative motion to the Finance Committee to place on the July 2013 meeting for review and approval.	Finance Office of the Mayor	Finance Director Office of the Mayor	ALDOT Cost Sharing Agreement shall be placed on the 07/08/2013 Finance Committee Agenda for review and consideration.
III.D.d	US Hwy 98 Service Road Extension – TWOSTEP PARTNERS Agreement for project cost sharing (City & Booth/Wallace)	Committee made an affirmative motion to the Finance Committee to place on the July 2013 meeting for review and approval.	Finance Office of the Mayor	Finance Director Office of the Mayor	TWOSTEP PARTNERS Cost Sharing Agreement shall be placed on the 07/08/2013 Finance Committee Agenda for review and consideration.
IV.A.	Not published on Agenda: Transportation Alternative Programs (TAP) Grant – Update & Public Input	No action requested or required – briefing and public input	N/A	Public Works Dir. Office of the Mayor	Grant application due in Montgomery by 5:00 pm June, 29, 2013
V.A.	Not published on Agenda: Tree Ordinance - EAC	Request for input from the EAC – RE: Heritage trees outside of protection zones – guidance given.	EAC	Public Works Dir.	Public Works Dir. To share guidance with EAC at their June 24, 2013 Meeting.


Richard D. Johnson, PE; Director

June 18, 2013

Suzanne Henson .

From: Richard Johnson <directorpw@daphneal.com>
Sent: Tuesday, June 18, 2013 4:09 PM
To: financesenioraccountant@daphneal.com
Cc: 'Kim Briley'; financedeputydirector@daphneal.com; jay.ross@arlaw.com
Subject: Word Versions of Agreements
Attachments: 2STEP AGREEMENT WITH CITY OF DAPHNE 06-14-13.docx; City of Daphne - Agreement for Service Road Extension.docx; Volkert Eng Services Agreement 05-28-2013.pdf

Suzanne:

Her are two of the agreements in MSWord – I only have Volkerts in PDF.

Jaye Ross prepared the TWOSTEP Agreement the State Prepared theirs.

Yours,

RDJ

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

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

directorpw@daphneal.com

Suzanne Henson

From: Richard Johnson <directorpw@daphneal.com>
Sent: Tuesday, June 18, 2013 4:02 PM
To: Christine Ciancetta; Councilwoman Conaway; Hayes, Rebecca; Jane Ellis; John Lake; Kim Briley; Mayor Dane Hagood; Robin LeJeune; Ron Scott; Suzanne Henson; Tommie Conaway
Cc: Buck Conaway; Candice Bishop; Denise Penry; Duke Crutchfield; Dwayne Coley; Frank Barnett; Freddie Johnson; Kerry Elliot; Melvin McCarley; Sandi Cushway; Tracey Miller
Subject: City of Daphne - Public Works Committee - Notice of Action Taken - 06-17-2013
Attachments: Notice of Action Taken 06-17-2013.pdf

Please see attached – heavy action required of Finance.

Thanks,

RDJ

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

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

directorpw@daphneal.com

ORDINANCE 2013-

U.S. 98 (SR42) Service Road Extension in Baldwin County Agreement for Preliminary Engineering, ROW Acquisition, Utilities and Construction

WHEREAS, Ordinance 2012-58 approved and adopted the Fiscal Year 2013 Budget on October 1, 2012; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2013 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2013 budget; and

WHEREAS, the City desires to cooperate with TWOSTEP Partners, LLC and Alabama Department of Transportation (ALDOT) in a construction agreement for the extension of the Service Road on U.S. 98 (SR42) in Daphne with each party sharing 33.33% of the project cost , and

WHEREAS, per the agreement the City will invoice TWOSTEP and ALDOT as work progresses for their 33.33% portion of their cost share ratio.

WHEREAS, the total project cost is estimated to be \$726,000 with the City's share being \$242,000, and

WHEREAS, preliminary engineering will be performed by or for the City at NO cost to TWOSTEP Partners, LLC but all construction, engineering, and inspection will considered as part of the project cost to be shared.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that 1). ***funds in the amount of \$242,000 + Preliminary Engineering cost in the amount of \$ _____*** from the General Fund are appropriated to be transferred to Capital Reserve and made a part of the Fiscal Year 2013 budget for the City's 33.33% match for the U.S. 98 Service Road Extension project and 2). the Mayor is hereby authorized to execute any and all documents required in order for the City of Daphne to participate in such project.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____ , 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

**AGREEMENT FOR PRELIMINARY ENGINEERING, RIGHT-OF-WAY
ACQUISITION, UTILITIES AND CONSTRUCTION
BETWEEN THE CITY OF DAPHNE, ALABAMA
AND TWOSTEP PARTNERS, LLC**

PROJECT 99-409-022-042-308

U.S. 98 (SR 42) SERVICE ROAD EXTENSION IN BALDWIN COUNTY

THIS AGREEMENT is made and entered into by and between the City of Daphne, Alabama, (an Alabama municipal corporation) (hereinafter referred to as "*CITY*") and TwoStep Partners, LLC (an Alabama Domestic Limited Liability Company) (hereinafter referred to as "*TWOSTEP*").

WHEREAS, the *CITY* and *TWOSTEP* desire to cooperate in a construction agreement for the extension of the Service Road on U.S. 98 (SR42) in Daphne, Alabama.

NOW, THEREFORE, the Parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

1. That this Agreement will cover the funding of preliminary engineering, right-of-way acquisition, utilities relocation, and all aspects of construction, including construction, engineering, and inspection of the proposed improvements. That such will be performed by the *CITY* at no cost to *TWOSTEP*.
2. That any work performed before the execution of this Agreement will not be eligible for reimbursement.
3. That the *CITY* will perform or have performed all work pursuant to this Agreement in accordance with the Laws of Alabama and in accordance with the plans and specifications.
4. The *CITY* will invoice *TWOSTEP* for costs of work performed as work progresses and the *CITY* will be paid by *TWOSTEP* the proportionate share of such costs in proportion of the total Project cost.
5. That all invoices for work performed by the *CITY* will be submitted within twelve (12) months after completion of the work. Any invoices submitted after twelve-months (12) of completion will not be eligible for payment by *TWOSTEP*.
6. That the preliminary engineering will be performed by or for the *CITY* at no cost to *TWOSTEP*. However, all construction, engineering, and inspection will be performed by or for the *CITY* as part of the Project cost.

7. That *TWOSTEP* will furnish all right-of-way by appropriate legal instrument for the project contained within its real property at no cost to the *CITY*.

8. That the *CITY* will construct, repair, adjust and/or relocate all utilities on the Project at a shared cost with *TWOSTEP* in accordance with Paragraph 9 of this Agreement.

9. (a) That the Project will be financed on the basis of thirty-three 33/100 percent (33.33%) *CITY* funds, thirty-three 33/100 percent (33.33%) *TWOSTEP* funds, and thirty-three 33/100 percent (33.33%) Alabama Department of Transportation (ALDOT) funds based on a one-third (1/3) shared cost amount of Two hundred forty-two thousand and 00/100 Dollars (\$242,000.00). The estimated cost and participation by the various Parties is as follows:

	Total Estimated Cost	Total Estimated CITY Funds	Total Estimated TWOSTEP Funds	Total Estimated STATE Funds
Construction, Including CE&I	\$726,000.00	\$242,000.00	\$242,000.00	\$242,000.00

(b) That the Parties expressly acknowledge that the above is an estimate only, and in the event the final proposed cost exceeds the estimate, the *CITY* and *TWOSTEP* will share equally in the cost in excess thereof, as ALDOT's share shall not exceed Two hundred forty-two thousand and 00/100 Dollars (\$242,000.00). In the event the final cost underruns the estimate, the savings will be shared equally between all three (3) Parties.

10. That the construction of the improvements will be performed by *CITY* employees and/or by City awarded contract, and upon completion and acceptance of the finished work by *TWOSTEP* and ALDOT, the *CITY* will assume full responsibility for the maintenance of that part of the improvements, which are not a part of the Alabama Highway Maintenance System.

11. That a final audit will be made by *CITY* after the completion of the Project, with a copy furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, 94-414. The final financial settlement will be made between the Parties as reflected by the final audit and this Agreement.

12. That the performance of the work covered by this Agreement will be in accordance with the current requirements of the Alabama Department of Transportation (ALDOT).

13. That the terms of this Agreement may only be modified by supplement agreement duly executed by the Parties hereto.

14. That this Agreement will become null and void January 1, 2015, as to any work provided herein which has not been authorized, unless otherwise terminated by either Party upon the delivery of a thirty (30) day notice of termination. That *TWOSTEP* agrees that the *CITY* may unilaterally and without *TWOSTEP*'s consent extend the time of the Agreement.

15. That by entering into this agreement, it is warranted that *TWOSTEP* is not an agent of the *CITY*, its officers, employees, agents or assigns and *TWOSTEP* is an independent entity separate and distinct from the *CITY* and nothing in this agreement shall be construed to create an agency relationship between the Parties.

16. That each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein.

17. That the section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

18. That this Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and assigns. In addition, each Party agrees (a) to take all actions, without exception, which are necessary and appropriate at any time to assure the binding effect, legality, and enforceability of their respective obligations hereunder, and (b) not to take any action which would affect adversely in any way whatsoever the binding effect, legality, and enforceability of their respective obligations hereunder.

19. That no waiver of any provision of this Agreement shall be valid unless the same shall be in writing and duly signed by an authorized representative of each of the Parties hereto. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision hereof.

20. That the Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

21. That in the event of any Party hereto being rendered unable, wholly or in part, reason of force majeure to carry out its obligations hereunder (other than the obligation to make payment of amounts due hereunder), the obligations of such Party (including any obligations arising within the time frames set forth herein) suffering such force majeure event shall be suspended during the continuance of any inability so caused, but for no longer period, provided, however, that such Party suffering the force majeure event shall (a) deliver prompt notice to the Party to whom the obligations are due of the occurrence of such a force majeure event (such notice to describe the

circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations, and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

22. That this Agreement is the entire Agreement and supersedes all prior oral agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

23. That should one or more of the provisions contained herein be held to be invalid, illegal or unenforceable in any respect or for any reason whatsoever, the validity, legality and enforceability of the remaining provision hereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval by the City of Daphne following approval of the Daphne City Council.

**TWOSTEP PARTNERS, LLC
(an Alabama Domestic LLC)**

BY: _____
AS ITS: _____

ATTEST:

**CITY OF DAPHNE, ALABAMA
(an Alabama municipal corporation)**

BY: _____
AS ITS: Mayor

ATTEST:

REBECCA HAYES, CITY CLERK

VOLKERT

Volkert, Inc.

316 South McKenzie Street
Foley, AL 36535

Office 251.968.7551
Fax 251.968.2318
foley@volkert.com

www.volkert.com

May 28, 2013

The City of Daphne
Attn: **Mr. Richard Johnson, PE**
26435 Public Works Road
Daphne, AL 36526

Re: Owner/Consultant Agreement for U.S. Highway 98 West Service Road Extension to West Van Buren Street-Revised

Dear Mr. Johnson:

Attached please find the revised owner/consultant agreement for engineering services for the project listed above. The attached agreement is in draft form for your review and presentation to the Public Works Committee for review and approval. If you concur with this proposal please let me know and I will deliver a fully executed agreement for the City Council's review and approval.

If you have any questions please advise.

Sincerely,

VOLKERT, INC.


Jay Dickson, AICP
Marketing Director of Baldwin County

Attachments

Office Locations:

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



OWNER/CONSULTANT AGREEMENT

This Agreement made and entered into this ____ day of _____, _____ by and between the City of Daphne, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I -- SCOPE OF SERVICES

SECTION I -- GENERAL SERVICES

The CONSULTANT shall perform certain professional and engineering services as requested by the OWNER as follows:

Generally the scope of work consists of developing plans for extending the U.S. 98 West Service Road, in Daphne AL, to West Van Buren Street. The road will be extended south approximately 400 feet, on the state R.O.W., then west approximately 380 feet and then south approximately 420 feet to West Van Buren Street. Modifications will be made to the U.S. 98 median, the entrance to the existing service road and to the entrances and exits to the Pizza Hut and car dealership. More specifically the work includes:

A. SURVEY

- Locate Right-of-Way and property lines along entire length of project.
- Locate above ground utilities and buried utilities as marked by utility owners.
- Perform topographic survey with 1'0" contours, cross sections on 50' centers for entire length of project. Extend cross-sections 50' onto Booth property.
- Perform topographic survey with 1'0" contours, cross sections on 50' centers along U.S. Hwy 98 for 1,000 feet north and 200 feet south of the Van Buren Street & U.S. 98 intersection.

Lump Sum Surveying Fee: \$20,190.00

B. ENGINEERING

The engineer hereby agrees to provide professional engineering design services for the project as follows:

- Perform a site visit of the intersection with the survey noting restrictions, site distance, and general characteristics of the site.
- Develop preliminary set of construction plans with preliminary cost estimates of the roadway improvements.
- Coordinate with the City, Utility Providers, and ALDOT to review the preliminary design plans.
- Meet with City and ALDOT to review the preliminary set of construction plans.
- Identify any issues that need to be addressed for final design.
- Further develop preliminary plans into final construction plans including: title Sheet, quantity sheet, typical section, general notes, entrance drive plan and profile, pavement marking plan, cross sections, traffic control details, and any other as needed.
- Meet with the City and ALDOT for review
- Develop quantities and cost estimates.
- Submit plans to City and ALDOT for review and permitting.
- Develop contract documents and specifications.
- Assist the City with soliciting bids, attend pre-bid conference, attend bid opening, and develop bid tabulations.

Lump Sum Engineering Fee: \$42,900.00

C. ENVIRONMENTAL

WETLAND DELINEATION AND JURISDICTIONAL DETERMINATION

Delineate jurisdictional wetland areas on Highway 98 Service Road adjacent to Pizza Hut. The wetland delineation will be done in accordance with the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual. The scope of work is as follows:

- Review soil survey information.
- Review available aerial photography.
- Determine if hydrology indicators are present.
- Determine if hydrophytic vegetation is present.
- Determine if hydric soils are present.
- Flag wetland areas.
- Complete Corps of Engineers Wetland Data Forms.
- Locate wetlands using a handheld GPS unit.
- Request that the Corps of Engineers verify the wetland jurisdictional determination.

The wetland line is subject to change until final verification is received by the U.S. Army Corps of Engineers. **This service does not include a survey of the wetland boundaries.**

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT APPLICATION

- Assist with completing the application for a NPDES permit for construction activities.
- Complete the Notice of Registration (NOR) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOR will be submitted to the client for review, signature, and submittal to ADEM with the appropriate fee.
- Develop a Best Management Practices (BMP) Plan which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This BMP Plan will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the BMP Plan.

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOR, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by ADEM, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

Lump Sum Environmental Fee: \$4,700.00.

NPDES STORMWATER INSPECTIONS AND NPDES REREGISTRATION

Due to changes in the regulations concerning the NPDES program and the liability inherent in the inspection and reporting requirements, Volkert will be unable to sign and process your registration if you do not wish to have us perform the mandatory stormwater inspections. Provided you want us to perform stormwater inspections for your project site, the inspections will be conducted at least once a month and within 48 hours of any rain event of .75 inches or greater, as per NPDES regulations. Additionally, an annual report summarizing the results of the previous years' inspections will be prepared and submitted to

ADEM, as required by NPDES regulations. Upon termination of required stormwater inspection services, a termination request form will be submitted to ADEM for approval.

The NPDES reregistration request, termination request and the cost for stormwater inspection services will be billed hourly with an estimated hourly fee of \$100.00 per event based on the Volkert current fee schedule. The hourly fee does not include any required ADEM permit application fees. The cost of these stormwater inspections typically ranges from \$3,000.00 per year to \$4,500.00 per year; however, the number of inspections will vary depending on the frequency and total rainfall events each month.

If violations or non-compliance issues arise during the course of construction, Volkert will respond as necessary. Work performed to address ADEM concerns on non-compliance issues will be performed on an hourly basis per the Volkert current fee schedule. The Volkert 2012 Fee Schedule is attached.

THE STORMWATER INSPECTIONS WILL BE BILLED ON AN HOURLY BASIS WITH AN ESTIMATED FEE THAT TYPICALLY RANGES FROM \$3,000.00 TO \$4,500.00 PER YEAR.

D. CONSTRUCTION OBSERVATION

The engineer hereby agrees to provide professional services during construction of the project as follows:

- Review and approve submittals.
- Attend/conduct a pre-construction meeting.
- Review laboratory, mill and shop test to assist in monitoring the quality of construction.
- Consult, answer questions, and assist in resolving construction issues during construction.
- Provide services of Resident Project Representative (RPR) for onsite inspection and engineering during construction.
- Review monthly and final estimates for payment to contractors.
- Make final inspection of the construction upon completion.

CE&I Hourly Fee Estimate: \$56,000.00

E. GEOTECHNICAL SERVICES by GEOTECHNICAL ENGINEERING-TESTING, INC.

This work will be performed by Geotechnical Engineering-Testing, Inc. Geotechnical Engineering-Testing, Inc. will provide design phase services which may include coring the roadway to determine asphalt thickness and base conditions and will be used to develop pavement design for repairs and resurfacing. The construction phase will include density testing on base repairs

and asphalt overlays. Services to be billed in accordance with the unit rates provided in Attachment "A".

Estimated Geotechnical Fee Design Phase: \$16,523.00
Estimate Geotechnical Fee Construction Phase: \$24,050.00

F. Summary of Fees

Below is a summary of the fees for the scope of work defined above.

Lump Sum		
Survey	\$20,190.00	Lump Sum
Engineering	\$42,900.00	Lump Sum
Environmental	\$4,700.00	Lump Sum
Total Lump Sum Fees	\$67,790.00	
Hourly and Rate fees		
Design Phase Geotechnical	\$14,488.00	Unit Rate
Construction Phase Geotechnical	\$15,127.00	Unit Rate
Construction Observation	\$56,000.00	Hourly
Total hourly and rate fees	\$85,615.00.00	
Grand Total Fees:	\$153,405.00	

SECTION II – SPECIAL SERVICES

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Materials Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.
- C. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the OWNER.
- D. Observation of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.

- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.
- B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The CONSULTANT agrees to provide professional services for all services included in Article I – Scope of Services and the OWNER agrees to pay the CONSULTANT a total fee not to exceed, as specified in the summary of fees included in Article I – Socpe of Services, **One Hundred Sixty Four Thousand Three Hundred Sixty Three Dollars and no/100 (\$163,363.00)** as compensation for its services as specified below, plus reimbursable expenses.

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month and OWNER shall reimburse CONSULTANT

for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined as follows:
 - Travel and subsistence cost, long distance telephone, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.
- E. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: *Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.*

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection

with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.

- C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this agreement.
- D. Indemnification: To the fullest extent permitted by law, and up to the limits of the exclusivity of remedies provision, *supra*, CONSULTANT shall indemnify OWNER and OWNER'S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional services hereunder. In any matters involving allegations of negligent performance of professional services by CONSULTANT, CONSULTANT'S defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT'S actual negligent performance.
- E. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

TYPE OF COVERAGE

LIMITS

I. Worker Compensation

State -- Statutory

Employer Liability	\$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial General Liability	\$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

F. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT'S obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination and make settlement with CONSULTANT upon an equitable basis for services performed up to the time of termination.

G. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of one (1) year from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

H. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may

be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.

3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

I. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation.

J. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former

condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.

- K. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- L. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.
- M. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.
- N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of the Thirteenth Judicial Circuit of Alabama, Mobile County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST:

OWNER

Title

Title

Federal Employer
ID # (Corporation):

Social Security #
(Individual):

ATTEST:

Volkert, Inc.

Title

Title

**AGREEMENT
FOR
PRELIMINARY ENGINEERING, RIGHT-OF-WAY
ACQUISITION, UTILITIES AND CONSTRUCTION**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF DAPHNE, ALABAMA**

**Project 99-409-022-042-308
US 98 (SR 42) AERVICE ROAD EXTENSION IN BALDWIN COUNTY**

THIS AGREEMENT is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and City of Daphne, Alabama, hereinafter referred to as CITY.

WHEREAS, the STATE and CITY desire to cooperate in a construction agreement for the extension of the Service Road on US 98 (SR 42) in Daphne, AL.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover funding of preliminary engineering, right-of-way acquisition, utilities, and all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work. Plans will be prepared by the CITY at no cost to the STATE and submitted to the STATE for approval via permit before commencing with the construction phase of the Project.
- (2) Any work authorized before the execution of this Agreement will not be eligible for reimbursement.
- (3) The CITY will perform or have performed all work under this Agreement in accordance with the laws of Alabama and the plans. Completed original plans shall be furnished to the STATE in accordance with the guidelines for operations for procedures for possessing State and Industrial access funded

COUNTY and CITY Projects dated February 14, 2001. Said guidelines are attached hereto and made a part of this Agreement.

- (4) The CITY will invoice the STATE for costs of work performed as work progresses and the CITY will be paid the proportionate share of such cost in proportion of the total Project cost.
- (5) Invoices for work performed by the CITY under the terms of this Agreement will be submitted within twelve (12) months after the completion of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (6) Preliminary engineering will be performed by or for the CITY at no cost to the STATE. Construction engineering and inspection will be performed by or for the CITY as part of the Project cost.
- (7) The CITY will furnish all Right-of-Way for the project at no cost to the STATE.
- (8) The CITY will construct, repair, adjust and/or relocate all utilities on the Project at no cost to the STATE.
- (9) The Ninth Division office of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be the point of contact for the CITY. The Ninth Division office of the Alabama Department of Transportation will also be responsible for approval and acceptance of the completed Project.
- (10) This Project will be financed on the basis of 66.67 percent CITY funds, 33.33 percent STATE funds with a not to exceed amount of \$242,000 in STATE funds. The estimated cost and participation by the various parties is as follows:

	Total Estimated Cost	Total Estimated CITY Funds	Total Estimated STATE Funds
Construction, including Engineering and Inspection	\$726,000.00	\$484,000.00	\$242,000.00
TOTAL	\$726,000.00	\$484,000.00	\$242,000.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for all overruns as the STATE share shall not exceed \$242,000. In the event the final cost underruns the estimate, funds will be reimbursed at 33.33 percent STATE and 66.67 percent CITY.

(11) The construction of the improvements will be by CITY forces or by contract.

(12) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for the maintenance of that part of the improvements, which are not a part of the Alabama Highway Maintenance System.

(13) A final audit will be made of all Project records after the completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.

(14) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE.

(15) The terms of this Agreement may be modified by supplement agreement duly executed by the parties hereto.

- (16) This Agreement will become null and void January 1, 2015, as to any work provided herein which has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The CITY agrees that the STATE may unilaterally extend the time of the agreement.
- (17) Nothing will be constructed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).
- (18) Exhibit N is attached and hereby made a part of this Agreement.
- (19) The CITY (or County) will be responsible at all times for all of the work performed under this agreement and, the CITY (or County) will protect, defend, indemnify, and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.
- (20) By entering into this agreement, the CITY (or County) is not an agent of the STATE, its officers, employees, agents or assigns. The CITY (or County) is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and person thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

CITY OF DAPHNE, ALABAMA

City Clerk (Signature)

BY: _____
Mayor (Signature)

Type name of Clerk

Type name of Mayor

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Vincent E. Calametti, P.E.

Maintenance Engineer, George Conner, P.E.

Deputy Director, Operations, John Lorentson, P.E.

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
This _____ day of _____, 20_____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 190 I, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADRCLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

Suzanne Henson

From: Ashley Campbell <epm@daphneal.com>
Sent: Monday, June 17, 2013 12:44 PM
To: Suzanne Henson; David Cohen
Cc: Kim Briley
Subject: Next Finance Committee Meeting
Attachments: 2013 Final Daphne USFWS Grant Application.pdf; Abandon Dirt Pit Restoration-Yancey Brach.pdf

Can I be on the next Finance Comm. Meeting to discuss the attached grant application packages?

--

Ashley Campbell
Environmental Programs Manager
City of Daphne
epm@daphneal.com
Office: 251-621-3080
Cell: 251-234-7122
Fax: 251-621-3719

May 1, 2013

Patric Harper
U.S. Fish and Wildlife
Coastal Coordinator
1208-B Main Street
Daphne, AL 36526

Re: City of Daphne Village Point- Bay Front Park Invasive Species Grant
Project
Location: Village Point Park & Bay Front Park
US Hwy 98 Daphne, Al.

Dear Mr. Harper:

Attached is a copy of the City of Daphne's 2013 Village Point-Bay Front Park Invasive Species Grant Project application for your review.

If you have any comments or questions, please contact Ashley Campbell with the City of Daphne at 251-621-3080.

Sincerely,

Ashley Campbell, cpesc
City of Daphne
PO Box 400
1705 Main Street
Daphne, AL 36526

2013
City of Daphne
Village Point Park & Bay Front Park
Invasive Species Control Project
Year 3



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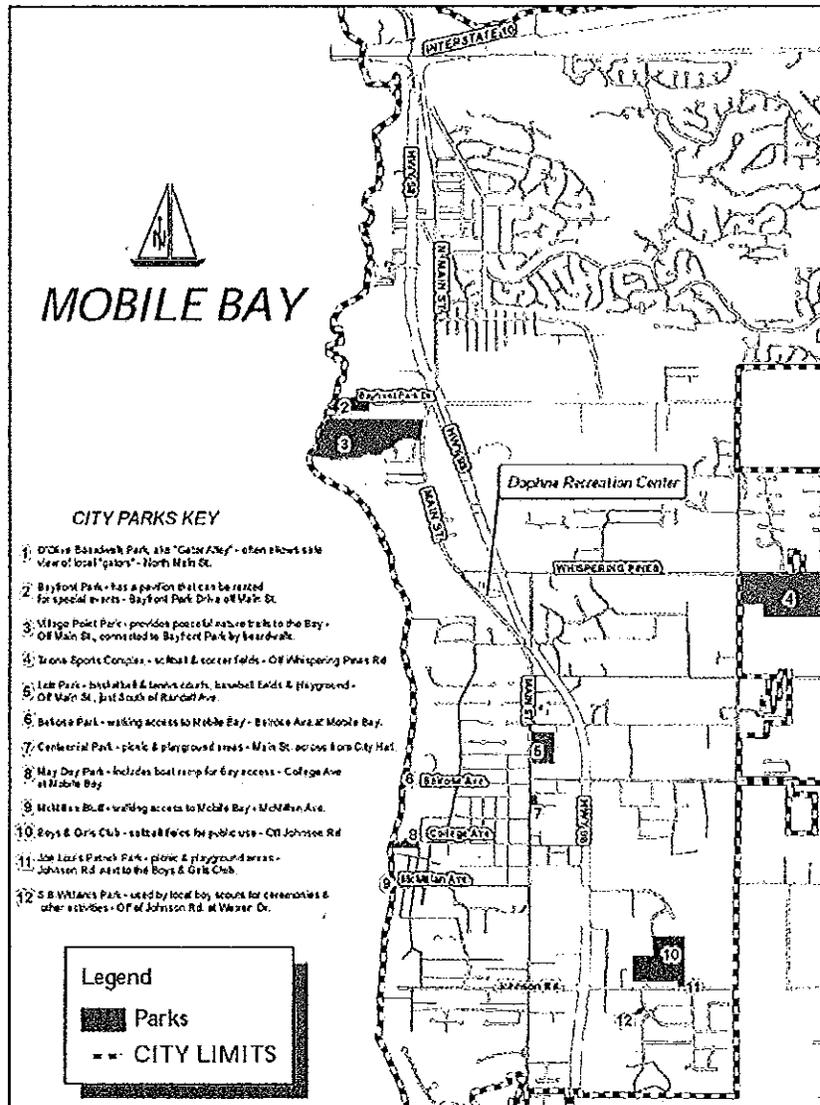
1. Introduction
 - A. Project Location
 - B. Site Description
 2. Proposed City of Daphne Village Point and Bay Front Parks Invasive Species Grant Project
 3. Scope of Services
 4. Project Budget
 5. Implementation
- Appendix
- A-- *Historic Village Point Inventory and Checklist of the Trees, Shrubs and Woody Vines*

1. Introduction

A. Site Location

The Village Point Park – Bay Front Park, property is located in Baldwin County, Alabama (Township 4 South, Range 2 East, Section 7). It is located on the west side of Scenic 98, South Main Street, in the City of Daphne, parks #2 & #3 on map below

CITY OF DAPHNE PARKS



B. Site Description

The Village Point and Bay Front Parks consist of approximately 64 acres of forested uplands, forested wetlands, early successional wetlands, coastal beach, and Yancey Branch creek. The "Historic Village Point Inventory and Checklist of the Trees, Shrubs and Woody Vines" (Appendix A), by Fred Nation and Harry Larsen, documents that over one hundred different

species occur in the Park area. Along with the vast array of native species, the park has a problem with invasive exotic species. The inventory documented that there are eleven invasive species in the park at the time of the inventory. Other invasive species have been discovered in the park since the inventory was done. **Table 1** lists the species that our project will target for control.

Table 1

Species	Common Names
Trees	
<i>Albizia julibrissin</i>	Mimosa; Silk tree
<i>Cinnamomum camphora</i>	Camphor Tree
<i>Triadica sebifera</i>	Chinese Tallow; Popcorn Tree
Shrubs	
<i>Ligustrum japonicum</i>	Japanese Privet
<i>Ligustrum sinense</i>	Chinese Privet
<i>Nandina domestica</i>	Heavenly Bamboo
<i>Ardisia crenata</i>	Coral Ardisia
Woody Vines	
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lygodium japonicum</i>	Japanese Climbing Fern
<i>Pueraria montana</i>	Kudzu
<i>Wisteria sinensis</i>	Japanese Wisteria
<i>Clematis terniflora</i>	Sweet Autumn Virginshower
Others	
<i>Imperata cylindrica</i>	Cogon Grass
<i>Colocasia esculenta</i>	Wild Taro, Dasheen
<i>Panicum repens</i>	Torpedo Grass

2. Proposed Grant Project

The City of Daphne is requesting a third (3rd) year of grant assistance for the continuance of the control of the invasive species within the Village Point Park and Bay Front Park. The proposed grant project complies with the funding criteria of the USFWS Coastal Assistance Program and it also compliments the Mobile Bay National Estuary Program's Action Plan LR-B1 "Development Plans for Nuisance Species" of the MBNEP's Comprehensive Plan which aids in restoring ecological relationships within the park.

Invasive Species Control

The City, with contracted labor and in-kind services, will monitor the park for re-occurrence of invasive species, and retreat where needed. Once invasive species are controlled, certain areas, where appropriate, will be replanted with the native species listed in Table 2 below at an approximate ten foot by ten foot (10'x10') spacing.

Table 2

Tree - Common Name (one gallon)	Species
Red Maple	<i>Acer rubrum</i>
Yellow Poplar, Tulip Poplar	<i>Liriodendron tulipifera</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
Sweetbay	<i>Magnolia virginiana</i>
Tupelo Gum	<i>Nyssa biflora</i>
Swamp Red Bay	<i>Persea palustris</i>
Slash Pine	<i>Pinus elliotii</i>
Bald Cypress	<i>Taxodium distichum</i>
Shrubs - Common Name (one gallon)	Species
Wax Myrtle, Southern Bayberry	<i>Myrica cerifera</i>
Black Titi, Buckwheat Tree	<i>Cliftonia monophylla</i>
Swamp Cyrilla, Titi	<i>Cyrilla racemiflora</i>
Dahoon Holly	<i>Ilex cassine</i>
Yaupon	<i>Ilex vomitoria</i>
Virginia Sweetspire	<i>Itea virginica</i>
Buttonbush	<i>Cephalanthus occidentalis</i>
Devilwood, American Olive	<i>Osmanthus americanus</i>
Herbs - Common Name (plugs)	Species
Soft Rush	<i>Juncus effusus</i>

3. Scope of Services

Specifically, with the grant money the city will accomplish the following:

1. Continue Invasive Species Control - Project Supervision and Management (Contracted)
2. Continue Invasive Species Control - Labor (Contracted) and In-kind (City Staff)
3. Herbicide and Materials (Contracted)
4. Replanting of Native Species (Contracted)

4. Project Budget

Spring 8 Days Invasive Control	Description	Crew Size	8-Hour Day	Total Hours	Rate	Total
	Contracted Project Management Supervision	1	8	64	\$85/Hour	\$5,440.00
	Contracted Project Labor	6	8	384	\$25/ Hour	\$9,600.00
	In-kind Labor	4	4	128	\$20.00/Day	\$2,560.00
	Materials		8		\$120/day	\$960.00
					Spring Total	\$18,560.00
Fall 8 Days Invasive Control		Crew Size	8-Hour Day	Total Hours	Rate	Total
	Contracted Project Management Supervision	1	8	64	\$85/Hour	\$5,440.00
	Contracted Project Labor	6	8	384	\$25/ Hour	\$9,600.00
	In-kind Labor	4	4	128	\$20.00/Day	\$2,560.00
	Materials		8		\$120/day	\$960.00
					Fall Total	\$18,560.00
Fall/Winter		Qty Plants			Rate/Plant	Total
	Native Plants 2 Acres Replanting at 10'x10' Spacing	930			\$8.50	\$7,905.00
					Grant Total	\$45,025.00
					<i>In-kind Labor</i>	\$5,120.00
					<i>City Cash Match</i>	\$5000.00
					USFWS Requested Funds	\$34,905.00

5. Implementation If the USFW Coastal funds are awarded to the City, the project will begin summer 2013.

Applicant Information: **City of Daphne**
PO Box 400
1705 Main Street
Daphne, AL 36526
Phone 251-621-3080
Fax 251-621-3719

Contact Information: **Ashley Campbell, cpesc**
Environmental Programs Manager
PO Box 400
1705 Main Street
Daphne, AL 36526
Phone 251-621-3080
Fax 251-621-3719

Appendix A

Yancey Branch-Abandoned Dirt Pit Restoration

Project History

The project property is an old dirt pit that has been experiencing erosion for years resulting in severe sediment impacts to Yancey Branch and ultimately, Mobile Bay. The City has tried to address the issue by calling on the Alabama Department of Environmental Management (ADEM) for help but because the site disturbance is historical and the site has never been permitted, ADEM could not pursue enforcement.

In 2006, due to citizen's complaints regarding flooding along Yancey Branch, the City sponsored an Emergency Watershed Protection project which removed excessive sediment from the branch and implemented a natural stream and wetland restoration. The project cost was well over (\$1,000,000.00) one million dollars. The project improved the situation but due to continued sediment impacts from upstream sources including this property, downstream erosion and flooding complaints are still being received. Over the last few years, the City has diligently pursued grant funds to try to restore the old pit area but due to it being private property, Federal and State funds were not procurable.

Project Location (Attachment 1-Site Map)

Location: 16 Acre Parcel on Whispering Pines Road
City: Daphne
Parcel P PIN #: 046251

GPS Location: Latitude 30.62, Longitude 97.901
County: Baldwin

Project Description

The City is in the process of purchasing the property (Attachment 2-Ordinance 2013-William's Property Acquisition). The transaction should take place by the end of July. The City would like to use the purchase price of the property as in-kind match for funds to restore the property.

Project Scope

The project will involve the implementation of stormwater controls to reduce harmful sediment laden runoff. Due to the site's great topographic relief, several structural controls will be used including but not be limited to stabilized diversions berms, swales and rock step pools (Attachment 3-Proposed Plan). Once the stormwater controls are implemented the entire site will be stabilized to minimize future erosion.

Project Budget (Attachment 4-Budget)

Project Title	Project Description	Estimated Cost
Abandoned-Dirt Pit Restoration	Implement Stormwater Controls	29,000.00
Abandoned Dirt Pit Re-vegetation	Vegetation of Bare Soils	17,000.00
Debris Removal	Remove-Trash & Debris	5,000.00
Consultant & Engineering Services	Survey, design, etc.	10,200.00
	Total	61,200.00

Project Benefits

The stabilization of this property will improve water quality by stopping a direct sediment impact to Yancey Branch and to Mobile Bay. The overall health of Mobile Bay's coastal habitats will be greatly improved.

RESOLUTION 2013-

A Resolution Authorizing Issuance of a Credit Card for IT related purchases

WHEREAS, Resolution 1996-45 adopted July 15, 1996, authorized the issuance of a City of Daphne credit card to certain department heads and employees; and

WHEREAS, purchases of computer related items online through such sites as E-Bay require payment by credit card, and

WHEREAS, the City's current credit cards do not have a limit sufficient to meet the needs for purchases of computer/network related items, and

WHEREAS, the City of Daphne now deems it necessary to authorize the issuance of an additional credit card for IT Department purchases for the purpose of computer/network/electronic related purchases in an amount up to \$30,000 as approved by the credit card company.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Daphne that Section 1 of Resolution 1996-45 is hereby amended to include this additional credit card assigned to either the Mayor or Finance Director for IT procurement. All other provisions of Resolution 1996-45 remain in full force and effect.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca Hayes, City Clerk

Buildings & Property Committee Meeting
Monday, July 3, 2013 5:30 PM
Daphne City Hall

Committee

Councilman Joe Davis, Chair
Councilman Randy Fry
Councilman Pat Rudicell
Mayor Dane Haygood
Richard Merchant, Building Official
Frank Barnett, Maintenance Supervisor
Margaret Thigpen, Civic Center Director
Rick Whitehead, IT Coordinator

Committee Minutes (Summary)

Present: Mayor Dane Haygood, Councilman Joe Davis, Councilman Randy Fry, Councilman Pat Rudicell, Rebecca Hayes, Richard Johnson, Frank Barnett, Vicki Hinman, Suzanne Henson, Rick Whitehead, Margaret Thigpen, Richard Merchant, Councilman John Lake, Councilman Ron Scott

A.) Approve Minutes from June Meeting: Motion by Mr. Fry to approve the June 3, 2013 meeting minutes. Mr. Davis amended on page 1 Section B the first paragraph references 35 acres and the third paragraph references 32 acres. Need to reconcile acreage, and page 2 Section D last line "that the Energy Codes (ill) should be will. Seconded by Mr. Rudicell. Motion carried unanimously.

B.) Resolution for Surplus Property: Suzanne Henson reported four items that are on the resolution for dispensation. 2010 John Deere 1565 mower, 1999 John Deere 1145 (mechanical), 1999 Manlift (mechanical), Baler (recycling).

Motion by Mr. Rudicell to approve to surplus the four items listed in the resolution to surplus equipment #1337 – John Deere mower, #5765 – John Deere 1145, #1019 - Manlift and the baler. Seconded by Mr. Fry. Motion carried unanimously.

C.) Civic Center & Bayfront: Margaret distributed and discussed her monthly reports noting bookings for Savvy Moms July 22-26 and TOTES August 23rd. She mentioned the capital improvements projects getting ready to start: decking at Bayfront Park and the air wall. She is getting ready to mail marketing info to the AL Executives in Montgomery hoping to get some bookings for conferences.

D.) Building Inspection – Richard Merchant reported that for June there were 95 permits issued and total job cost was \$3,291, 536.95 with permit fees totaling \$25,028.75.

E.) Building Maintenance – Richard reported projects they were working on: pedestrian bridge and sidewalk; dedication of new bridge July 10th at 10:00 refreshments provided by Hampton Inn; contractor will start work on the north side of Gator Alley; close to getting all the bids for building parts of the boardwalk that are missing at Gator Alley just waiting until the state has finished their work; they are waiting for a big rain before making holes in the wall of the Executive Conference room to fix the leaking under the windows; they are putting in the budget to paint the exterior of the BRAGG building and to redo the landscaping after they finish painting. They found out the double doors inside city hall are warranted. The engineering intern is making a survey of grade of the parking lot at Bayfront to propose paving it in house. Richard will have a quote next month. The re-roofing of the Nicholson Center is moving right along. All the materials are in for the City Hall re-roofing and will start tomorrow.

New Business – Discussion was held regarding safety at Bayfront Park. Someone stole some tables that were under the building. Randy said this may need to come before Public Safety.

Mr. Lake stated for the recorded that the Brianna Parrish memorial bridge is not a grave site, and flowers should not be allowed to pile up there. It does not need pink bows there. He feels this should not be dedicated to just one person, because there have been several fatalities, one of which was a young boy hit while on his bicycle, they should add other names to the memorial.

Ron agreed saying they should take away the excessive flowers and add other names to the memorial. They need to remember to be sensitive to the Parrish family.

Motion by Mr. Rudicell to adjourn. Seconded by Mr. Fry. Motion carried unanimously.

There being no other business to discuss the meeting adjourned at 6:10 p.m.

Respectfully Submitted by:

The Buildings and Property Committee

Ordinance Committee
Wednesday, June 12, 2013
1705 Main Street
Daphne, AL
5:30 p.m.

Councilman Randy Fry, Chairman
Councilman Ron Scott
Councilman Robin LeJeune
Councilman Pat Rudicell

CALL TO ORDER/ROLL CALL
I. CALL TO ORDER:

Chairman Fry called the meeting to order at 5:30 p.m.

MEMBERS PRESENT: Pat Rudicell; Ron Scott; Robin LeJeune.

ABSENT: Randy Fry.

Also present: Rebecca Hayes, recording secretary; Lt. Ric Yelding; Michael Hoyt; Leah Henry; Adrienne Jones; Vickie Hinman; Sherree Hilburn; Scott Hetrick, City Attorney.

II. APPROVE MINUTES / June 12, 2013

Motion by Councilman Scott to approve the June 12, 2013 minute. Seconded by Councilman LeJeune.

Motion Carried Unanimously

III. PUBLIC PARTICIPATION

No one spoke. The chairman reserved the right to open Public Participation back up if anyone came.

IV. ANIMAL CONTROL ORDINANCE

Lt. Yelding asked the committee to omit cat from Section XIV D(3).

Lt. Yelding also asked that in Section XIV D(2) the phrase “unless the owner or person-in-charge of the dog has a visual of such dog and is physically present” be omitted, which will make it easier for the Animal Control Officers to enforce the ordinance.

The committee discussed making the first offense for any offense a warning instead of citizens having to pay \$15.00 and \$200 in court cost as long it is a minor offense and not a violent or viscous animal. The person issued the warning must show proof of corrective action in a limited amount of time.

Lt. Yelding will discuss the changes with his superiors, and get with Kyle to make the needed changes. Then the ordinance will go on the August 1st agenda for a first read.

V. SCHEDULE OF FINES / JUDGE HOYT

Judge Hoyt mentioned that the schedule of fines has been changed by the Legislature, therefore, the city needs to update the Schedule of Fines so that the magistrate can assess and collect the fines. The city has to adopt the changes for this to happen.

MOTION BY Councilman LeJeune to send the ordinance updating the Schedule of Fines with a recommendation for adoption. Seconded by Councilman Scott.

Motion Carried Unanimously.

VI. ORDINANCE REVIEW

A. Employee Handbook

Mrs. Hinman, Mrs. Hilburn and Scott Hetrick were present to give an overview of the changes to the Employee Handbook. Mrs. Hinman said that laws have changed and the handbook needs to be updated. They have been working on the revisions for about one year. Mr. Hetrick said the revisions were to simplify and consolidate all ordinances in the handbook to make it flow better. The laws have changed regarding FMLA and Military Leave.

Councilman Scott asked that these ordinance be held over to the next meeting to give the committee a chance to read through them, and asked Mr. Hetrick to send an executive summary of the ordinances.

Mr. Hetrick and Mrs. Hinman said that the Firearm ordinance really needs attention now, because the law has changed.

MOTION BY Councilman Scott to send the Firearms & Ammunition ordinance to council with a recommendation for adoption. Seconded by Councilman LeJeune.

Motion Carried Unanimously.

B. Amending the Land Use & Development Ordinance

Mrs. Jones explained that there were three amendments that came from the June 27th Planning Commission meeting.

- 1.) Amend Article 11-14(h) Common Open Space Provisions
- 2.) Amend Article 8 Definitions of Terms to add “No Clear Zone”
- 3.) Amend Articles 8 & 35 adding references to the Community Standards Ordinance 2013-38

MOTION BY Councilman LeJeune to send the amendments to the Land Use and Development Ordinance to council to set a public hearing date to consider the amendments. Seconded by Councilman Scott.

Motion Carried Unanimously.

C. BUSINESSE LISCENSE ORDINANCES CONSOLIDATION

Mr. Scott said that they will lay this ordinance over to the next meeting to give the committee a chance to read it over.

VII. OTHER BUSINESS

No other business to consider.

VIII. NEXT MEETING

The next meeting will be August 14th

IX. ADJOURN

MOTION BY Councilman Scott to adjourn. Seconded by Council LeJeune.

Motion Carried Unanimously.

There being no further business to discuss the meeting adjourned at 7:00 p.m.

Respectfully submitted

Code Enforcement / Ordinance Committee

**REPORT
OF
SPECIAL BOARDS**

DOWNTOWN REDEVELOPMENT AUTHORITY
1705 MAIN STREET
DAPHNE, AL
JUNE 26, 2013
5:30 P.M.

1. CALL TO ORDER/ROLL CALL

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

Members Present: Casey Zito; Ken Balme; Dorothy Morrison; Dayna Oldham; Doug Bailey; Debbie Strahley; Ronald Nero.

Absent: Patricia Vanderpool.

Also Present: Rebecca Hayes, Recording Secretary; Councilwoman Conaway; Sarah Toulson.

2. APPROVE MINUTES / MAY 22, 2013

MOTION BY Dorothy Morrison to amend the May 22, 2013 minutes under the heading of Next Meeting amending the time from 6:14 p.m. to 5:30 p.m., and to approve as amended. Seconded by Debbie Strahley.

AYE Zito, Balme, Morrison, Oldham, Nero

ABSTAIN Bailey

MOTION CARRIED

3. OLD BUSINESS

a.) *Downtown Planters / Dorothy Morrison*

Ryan Ramsey brought one of the flower boxes he built for the members to view. Once he has finished he will come before council to make a presentation of the finished project. The members did not want to plant the boxes until September so the boxes will be stored at city hall.

b.) *Plaque / Dorothy Morrison*

Dorothy said the plaque had been approved to be installed, and it should have been installed today.

c.) *Business Insert for Olde Towne Daphne Map*

Ken said that he will update the business insert every three (3) months.

DOWNTOWN REDEVELOPMENT AUTHORITY
1705 MAIN STREET
DAPHNE, AL
JUNE 26, 2013
5:30 P.M.

d.) Christmas Tree

Rebecca ordered the Christmas tree. It will be delivered to Public Works and stored there until Christmas. They want to check with Public Works on decorations and a topper for the tree.

4. TREASURERS REPORT

Casey gave the Treasurers Report ending June 30, 2013 with a balance of \$84,849.31. A check for \$9,335.29 was written for the Christmas tree.

5. NEW BUSINESS

Annie Root, chairman of Bay Rivers Art Guild (BRAGG), reported that they would like to work with the DRA to promote the downtown area with some events.

4. BEAUTIFICATION REPORT

Dorothy reported that the ribbon cutting for the new pedestrian bridge at Gator Alley is July 10th at 10:00 a.m.

The members agreed that they will have an event unveiling the plaque and flower boxes on Thursday, October 17th.

5. NEXT MEETING

The next meeting will be July 24th at 5:30 p.m.

There being no further business to discuss the meeting adjourned at 7:00 p.m.

Respectfully submitted

Downtown Redevelopment Authority

1801 U.S. Highway 98
Daphne, AL 36526
251-607-5750



The Daphne Downtown Redevelopment
Authority
P O Box 400
Daphne AL 36526

*** CHECKING ACCOUNTS ***

Account Title: The Daphne Downtown Redevelopment

Enterprise Checking		Number of Enclosures	1
Account Number	[REDACTED]	Statement Dates	6/03/13 thru 6/30/13
Previous Balance	94,184.60	Days This Statement Period	28
Deposits	.00	Average Ledger	91,850.77
1 Checks/Charges	9,335.29	Average Collected	91,850.77
Monthly Service Fee	.00		
Interest Paid	.00		
Current Balance	84,849.31		

Activity in Date Order

Date	Description	Amount	Balance
6/24	Check # 1010	9,335.29-	84,849.31

Summary By Check Number

Date	Check No	Amount
6/24	1010	9,335.29

* Indicates Break in Check Number Sequence

.....
THANK YOU FOR BANKING WITH US !
.....

**JUNE 24, 2013
CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING
1705 MAIN STREET, DAPHNE, AL
6:00 P.M.**

1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 6:05 p.m.

MEMBERS PRESENT –Toni Fassbender; Doug Bailey; John R. Cox; Dan Romanchuk; Pokey Miller.

Absent Excused: Dennis Kearney, III.

Absent Not Excused: Angela Mayer

Also present – Rebecca Hayes, Recording Secretary.

2. APPROVE MINUTES / SPECIAL CALLED APRIL 30, 2013

**MOTION BY Doug Bailey to approve the April 30, 2013 Special Called meeting minutes.
Seconded by John Cox. MOTION CARRIED UNANIMOUSLY**

3. OLD BUSINESS

None.

4. NEW BUSINESS

Rettig Auto Body is asking for tax incentives, but they do not qualify under SIC requirements, because they are a retail business.

5.) TREASURERS REPORT

Dan Romanchuk gave the report totaling \$255,369.00 with receivables (January – June) of \$10,675.75 totaling \$266,044.75

**MOTION by Doug Bailey to approve the Treasurers Report with a balance of \$253,338.29.
Seconded by John Cox. MOTION CARRIED UNANIMOUSLY**

**JUNE 24, 2013
CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING
1705 MAIN STREET, DAPHNE, AL
6:00 P.M.**

5. OTHER BUSINESS

Rebecca was asked to check with the League if they can amend the by-laws, and if they can vote by proxy.

MOTION BY Dan Romanchuk to explore ways to support the city's development of a strategic plan. Seconded by Doug Bailey. MOTION CARRIED UNANIMOUSLY.

Toni asked the members to think about changes to make to the operational policy that will take the board into the 21st century.

MOTION BY Doug Bailey to recommend to the City Council the re-appointment of Dan Romanchuk, term 12/2012 – 12/2018 and Denis Kearney, term 12/2011 - 2017. MOTION CARRIED UNANIMOUSLY.

6. ADJOURN

MOTION BY Doug Bailey to adjourn. Seconded by John Cox.

ALL IN FAVOR NONED OPPOSED MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS THE MEETING ADJOUNED AT 7:03 P.M.

Approved:

Toni Fassbender, Chairman

**DAPHNE
INDUSTRIAL DEVELOPMENT BOARD
June 24, 2013**

Account Balance – 5/1/13

\$ 66,324.28
\$189,044.72

Cash Total	\$255,369.00
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Receivables - January through June	<u>\$ 10,675.75</u>
------------------------------------	---------------------

TOTAL	\$266,044.75
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THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MAY 23, 2013
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

CALL TO ORDER

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

CALL OF ROLL:

Members Present:

Don Terry, Secretary
Ed Kirby, Chairman
Larry Chason, Vice Chairman
Ron Scott, Councilman
Chief James "Bo" White

Members Absent:

Joe Lemoine
Dan Gibson
Charles Smith

Staff Present:

Adrienne Jones, Director of Community Development
Jan Vallecillo (Dickson), Planning Coordinator
Kyle Navarro, Associate Attorney
Ashley Campbell, Environmental Programs Manager

Staff Absent:

Jay Ross, Attorney
Misty Gray, Attorney
Richard Johnson, Public Works Director

Others Absent:

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

The first order of business is the call to order.

Chairman: Please let the record reflect that all Mr. Lemoine, Mr. Gibson and Mr. Smith are absent.

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

APPROVAL OF MINUTES:

The minutes of the May 2, 2013 special meeting were considered for approval.

**THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MAY 23, 2013
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

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

A Motion was made by Mr. Terry and **Seconded** by Mr. Chason **to approve the minutes of the May 2, 2013 special meeting. The Motion carried unanimously.**

Chairman: Good evening, I am going to rearrange the agenda in order for the first order of business under new business to be a review of the master plan revision for a portion of TimberCreek Subdivision.

NEW BUSINESS:

A PORTION OF THE REMAINDER OF TIMBERCREEK SUBDIVISION:

MASTER PLAN:

MPA13-01

An introductory presentation was given by Mr. Daryl Russell, representing Coleman Engineering Group of McCrory & Williams, requesting a master plan revision of a portion of the remainder of TimberCreek Subdivision. I will happy to answer any questions you may have.

Mr. Scott: This master plan is not the original design which was presented to the Planning Commission. The Planning Commission member that requested the revision is not here. The revision was made at the request of one member and not the request of all of the members of the Planning Commission. The second access should have been a connection to the service road, Woodrow Lane, but the service road was not built.

Chairman: Do any of the Commissioners have any questions or comments? Normally we do not have public participation, but Mayor Mike McMillan, Mayor of Spanish Fort, has requested to speak to this issue. The Chair opened public participation.

Mayor McMillan: Thank you for allowing for me to speak. I am concerned about the access proposed connecting ninety-six lots to Wilson Drive in Spanish Fort. There are twenty-six property owners on this street with one connection. I would be opposed to this connection because of the width of the street and the additional traffic that would be directed to Highway 31.

Chairman: Let me close public participation. If there are no further comments, public participation is closed.

Mr. Scott: Would it be possible to place a note on the plat with a caveat to say that we must have the approval of the City of Spanish Fort prior to approving the master plan with this connection?

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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Chief White: This would be a public safety issue. I would be opposed to the connection because of the response time.

Ms. Jones: I would like for you to consider the language that you want placed on the master plan.

Mr. Scott: The City of Daphne has a good working relationship with the City of Spanish Fort.

Mr. Chason: I am in support of the zoning amendment with the increased lot sizes.

Mr. Navarro: We have been discussing the right or the power of the City Council to place a condition on a rezoning. Wouldn't you be doing that by placing a note on the plat?

Mr. Scott: The caveat for the master plan and/or subdivision plat would be the sole responsibility of the Planning Commission. This would not be a consideration for the City Council at the time of the rezoning. Is that correct?

Mr. Connor, Attorney for Spanish Fort: Yes.

Ms. Jones: The boundary survey submitted as the exhibit is the only thing attached to the rezoning.

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

A Motion was made by Mr. Scott and Seconded by Mr. Terry to table the master plan revision for a portion of TimberCreek Subdivision, until the regular meeting of June 27, 2013 in order to prepare language regarding the proposed connection to Wilson Drive. The Motion carried unanimously.

The next order of business is a site plan extension for Malbis Ventures Retail Shops.

SITE PLAN EXTENSION:

File SPE13-01:

Presentation to be given by Mr. Kevin Spriggs, representing Spriggs Enterprises, requesting an extension of time for the approval of the site plan for Malbis Ventures Retail Shops. The site plan was approved by the Planning Commission on April 28, 2011. One year extension was granted on May 24, 2012.

An introductory presentation was given by Mr. Kevin Spriggs, representing Spriggs Enterprises.

THE CITY OF DAPHNE
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Mr. Spriggs: I am requesting a one-year extension of time for the approval of the site plan for Malbis Ventures Retail Shops located near Malbis Shell and north of the carwash. The site plan was approved two years ago. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments? We have a request to grant a one-year extension. If there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. Chason and Seconded by Mr. Scott to grant a one-year extension of the site plan for Malbis Ventures Retail Shops set to expire on May 22, 2014. The Motion carried unanimously.

The next order of business is subdivision preliminary/final extension for the Resubdivision of Lot 2, Block A, Historic Malbis Subdivision.

SUBDIVISION PRELIMINARY/FINAL EXTENSION:

File SDPFE13-01:

Presentation to be given by Mr. Kevin Spriggs, representing Spriggs Enterprises, requesting an extension of time for the approval of the preliminary/final plat for the Resubdivision of Lot 2, Block A, Historic Malbis Subdivision. The preliminary/final plat was approved by the Planning Commission on July 28, 2011. One year extension was granted on June 28, 2012.

An introductory presentation was given by Mr. Kevin Spriggs, representing Spriggs Enterprises. I am requesting an extension of time for the approval of the preliminary/subdivision plat for the Resubdivision of Lot 2, Block A, Historic Malbis Subdivision located near Malbis Shell north of the carwash. The subdivision of Lot 2 was requested to accommodate a site to develop a retail shopping center. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments? We have a request to grant a one-year extension. If there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. Chason and Seconded by Mr. Terry to grant a one-year extension of the preliminary-final plat for the Resubdivision of Lot 2, Block A, Historic Malbis Subdivision set to expire on May 22, 2014. The Motion carried unanimously.

The next order of business is a subdivision replat review for Sportman's Marine.

SUBDIVISION REPLAT REVIEW:

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

File SRP13-02:

Subdivision: Sportman's Marine

Zoning(s): B-2, General Business

Location: Northwest of U.S. Highway 98 and Gabel Street

Area: 6.71 Acres ±, (5) lots

Owner: Sportman's Storage, L.L.C. - Robert Griffin

Engineer: Hutchinson, Moore & Rauch - Scott Hutchinson

An introductory presentation was given by Mr. Scott Hutchinson, representing Hutchinson, Moore & Rauch. The owner is asking for a subdivision replat in order to add the signatures of the common property owners of the subdivision and to vacate the access easement that is not longer needed. The easement has already been vacated and recorded.

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

A Motion was made by Mr. Terry and **Seconded** by Mr. Scott **to approve the subdivision replat review for Sportman's Marine. The Motion carried unanimously.**

The next order of business is a master plan revision for Bellaton Subdivision, Phase Three and Four.

BELLATON SUBDIVISION, PHASE THREE AND FOUR:

MASTER PLAN:

MPA13-02:

An introductory presentation was given by Mr. Steve Pumphrey, representing Preble-Rish, requesting a master plan modification. The developer of the subdivision would like to revise the master plan to revise the Bellaton Subdivision, Phase Three master plan and to include Bellaton Subdivision, Phase Four. He would also like to change the one hundred foot boulevard to a fifty-foot common area. The number lots created would be reduced by one. The Belforest Water Authority has requested the developer to install a loop system in the common area to provide potable water to the new phases. I will be happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments? Normally we do not have public participation, but I will allow you to speak to this issue. The Chair opened public participation.

Mr. Jaehne: My name is Richard Jaehne. My wife and I live north of Bella Drive. This used to be our second, but now it is our primary home.

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Mr. Jaehne: It is a two thousand four hundred square foot home located in Bellaton Subdivision, Phase One. If these lots are going to be fifty feet wide, fifteen thousand square foot lots how will they accommodate a seven thousand one hundred square foot home? With respect to traffic, access, a fire department response time of four to five minutes to Bella Drive which is a safety issue, the maintenance of the community pool, the lake which is aerated, but is not maintained, when will be the proper time to address these issues?

Chairman: Those issues may be addressed at the time of the preliminary plat subdivision review. If there are no further comments, public participation is closed. Do any of the Commissioners have any questions or comments? If there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. Scott and Seconded by Mr. Terry to approve the master plan revision for Bellaton Subdivision, Phases Three and Four. The Motion carried unanimously.

The next order of business is preliminary plat review for Bellaton Subdivision, Phase Three.

PRELIMINARY PLAT REVIEW:

File SDP13-02: (DUE TO THE LACK OF A SUPER MAJORITY OF MEMBERS PRESENT, ITEM TABLED UNTIL JUNE 27, 2013 REGULAR MEETING)

Subdivision: Bellaton, Phase Three

Zoning(s): R-4, High Density Single Family Residential

Location: Southwest of Alabama Highway 181 and Corte Road
Area: 12.45Acres \pm , (39) lots
Owner: D.R. Horton, Inc. - Birmingham - Joel Coleman
Engineer: Preble-Rish - Steve Pumphrey or Jason Estes

The next order of business is preliminary plat review for Bellaton Subdivision, Phase Four.

File SDP13-03: (DUE TO THE LACK OF A SUPER MAJORITY OF MEMBERS PRESENT, ITEM TABLED UNTIL JUNE 27, 2013 REGULAR MEETING)

Subdivision: Bellaton, Phase Four

Zoning(s): R-4, High Density Single Family Residential

Location: Southwest of Alabama Highway 181 and Corte Road
Area: 21.36 Acres \pm , (54) lots
Owner: D.R. Horton, Inc. - Birmingham - Joel Coleman
Engineer: Preble-Rish - Steve Pumphrey or Jason Estes

The next order of business under petitions is a zoning amendment for Interstate-Baldwin Investment, L.L.C.

THE CITY OF DAPHNE
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

PETITIONS:

ZONING AMENDMENT: (DUE TO THE LACK OF A SUPER MAJORITY OF MEMBERS PRESENT, ITEM TABLED UNTIL JUNE 27, 2013 (DUE TO THE LACK OF A SUPER MAJORITY OF MEMBERS PRESENT, ITEM TABLED UNTIL JUNE 27, 2013 REGULAR MEETING))

File Z13-04: Interstate-Baldwin Investment, L.L.C.

Present Zoning: B-2, General Business

Proposed Zoning: R-6 (G), Garden or Patio Home District

Location: Northwest of the intersection of TimberCreek Subdivision and Interstate 10
Area: 97.49 Acres ±
Owner(s): Interstate Baldwin Investment, L.L.C. -- Allen Cox, Manager
Engineer: Coleman Engineering Group of McCrory & Williams - Daryl Russell

The next order of business under petitions is a zoning amendment for John & Deborah Kim.

PETITIONS:

ZONING AMENDMENT: (DUE TO THE LACK OF A SUPER MAJORITY OF MEMBERS PRESENT, ITEM TABLED UNTIL JUNE 27, 2013 REGULAR MEETING)

File Z13-05: John & Deborah Kim:

Present Zoning: R-2, Medium Density Single Family Residential District

Proposed Zoning: B-3, Professional Business

Location: Southwest of the intersection of Pollard Road and County Road 64, 1709 Pollard Road
Area: 0.46 Acres ±
Owner(s): John & Deborah Kim

A Motion was made by Mr. Scott and Seconded by Mr. Terry to table Bellaton Subdivision, Phase Three, Bellaton Subdivision, Phase Four, preliminary plat review; the master plan revision for a portion of TimberCreek Subdivision; Interstate-Baldwin Investment, L.L.C. and John & Deborah Kim zoning amendments until the June 27, 2013 regular meeting, due to the lack of a super majority of member present. The Motion carried unanimously.

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The next order of business is administrative presentation for the definition of a "No Clear Zone" for Rolling Hills Subdivision.

PLANNING COMMISSION DISCUSSION:

Discussion regarding "No Clear Zone" for Rolling Hills Subdivision located on Rolling Hill Drive between Hope Drive and Calverdale Circle.

A Motion was made by Mr. Scott and **Seconded** by Mr. Terry *to set the "No Clear Zone" for Rolling Hills Subdivision as no clearing of undergrowth or trees within twenty-five feet of the rear property line. The Motion carried unanimously.*

A Motion was made by Mr. Scott and **Seconded** by Mr. Terry *to table further discussion until the June 27, 2013 regular meeting for the preparation of a definition of a "No Clear Zone" to be added to the Land Use Ordinance. The Motion carried unanimously.*

The next order of business is administrative presentation for Ordinance 2011-54, the Land Use and Development Ordinance, Article 11-4, Open Space Provisions.

PLANNING COMMISSION DISCUSSION:

Discussion regarding Ordinance 2011-54, Land Use and Development Ordinance, Article 11-4, Open Space Provisions.

A Motion was made by Mr. Terry and **Seconded** by Mr. Chason *to table further discussion and review of the Open Space Provisions until the site preview meeting of June 19, 2013. The Motion carried unanimously.*

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

ATTORNEY'S REPORT:

Mr. Navarro: No report.

The next order of business is commissioner comments.

COMMISSIONER'S COMMENTS:

Mr. Scott: The City Council has chosen to form a committee to review the Sign Ordinance. The members will consist of one person from each City Council district. I do not know the procedure yet.

The next order of business is director's comments.

DIRECTOR'S COMMENTS:

No comment.

ADJOURNMENT:

THE CITY OF DAPHNE
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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

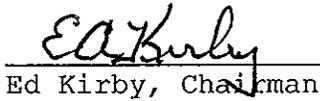
There being no further business, the meeting was adjourned at 5:48 p.m.

Respectfully submitted by:



Jan Vallecillo (Dickson), Planning Coordinator

APPROVED: June 27, 2013



Ed Kirby, Chairman

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF JUNE 11, 2013
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

CALL TO ORDER

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

CALL OF ROLL:

Members Present:

Charles Smith
Joe Lemoine
Dan Gibson
Don Terry, Secretary
Ed Kirby, Chairman
Larry Chason, Vice Chairman
Ron Scott, Councilman
Chief James "Bo" White
Hudson Sandefur

Staff Present:

Adrienne Jones, Director of Community Development
Jan Vallecillo (Dickson), Planning Coordinator
Jay Ross, Attorney
Ashley Campbell, Environmental Programs Manager

Staff Absent:

Misty Gray, Attorney
Kyle Navarro, Associate Attorney
Richard Johnson, Public Works Director

Others Absent:

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

The first order of business is the call to order.

Chairman: Please let the record reflect that all members are present.

NEW BUSINESS:

The next order of business is the introduction of the newly appointed Planning Commission member.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF JUNE 11, 2013
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

INTRODUCTION OF THE NEWLY APPOINTED PLANNING COMMISSION MEMBER:

Chairman: I would like to welcome Mr. Hudson Sandefur, as the new Planning Commission member.

The next order of business is preliminary plat review for Bellaton Subdivision, Phase Three.

BELLATON SUBDIVISION, PHASE THREE AND FOUR:

PRELIMINARY PLAT REVIEW:

File SDP13-02:

Subdivision: Bellaton, Phase Three

Zoning(s): R-4, High Density Single Family Residential

Location: Southwest of Alabama Highway 181 and Corte Road

Area: 12.45Acres ±, (39) lots

Owner: D.R. Horton, Inc. - Birmingham - Joel Coleman

Engineer: Preble-Rish - Steve Pumphrey or Jason Estes

An introductory presentation was given by Mr. Steve Pumphrey, representing Preble-Rish. This phase has some minor alterations, but it is still in keeping with the master plan. The number of lots was reduced by one. We will require a waiver for the modification of the right-of-way width. The right-of-way will be a forty feet, one way street with a median in the middle. The original master plan and the existing streets are eighteen feet in width. That is wide enough to pass another automobile, but is less than the standard width.

Chairman: Do any of the Commissioners have any questions or comments? He opened the floor to public participation. Is there anyone who would like to address the Commission? Please state your name and address for the record.

Mr. Jaehne: My name is Richard Jaehne. I live on Bella Drive in Bellaton Subdivision. I have three issues I would like to address. In the northwest corner of Phase Four, the lots are seven thousand square feet. That is approximately one half of the size of my lot. I am concerned about the mixing or mismatching of the home either by scale or occupancy. Another issue is public safety because of the narrow roads because Bellaton Subdivision is already at the spectrum with regard to their ISO rating. I am concerned about the drainage. There will be additional storm water that will be added to the detention pond in Phase One that is aerated, but requires maintenance.

THE CITY OF DAPHNE
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Chairman: Is there anyone else who would like to address the Commission? With that being said, if there are no further comments, public participation is closed.

Mr. Chason: This isn't a variance, is it?

Ms. Jones: It is, but it is called a waiver in order to separate it from the powers given by state law to the Board of Zoning Adjustment to grant a variance.

Chairman: I am sorry. It is not a variance. We are being asked to grant a waiver. Do any of the Commissioners have any further questions or comments? With that being said, if there is no objection, the Chair will entertain a motion for a waiver.

A Motion was made by Mr. Scott and Seconded by Mr. Lemoine to approve the waiver to allow a forty-foot right-of-way for Bellaton Subdivision, Phases Three. The Motion carried unanimously.

Ms. Campbell: May I make a comment about the detention pond in Bellaton Subdivision, Phase One? This pond has a severe algae problem. At the time of the construction of the next phase of the development, the developer will be adding storm water to a detention pond which needs maintenance.

Mr. Chason: Is the problem that enough water is not getting into the pond?

Ms. Campbell: Adding the additional storm water to the detention pond and forcing water out of the pond may solve the problem.

Mr. Chason: Do they have an indemnification form in place?

Ms. Jones: I do not know if we have one in place for this phase.

Mr. Pumphrey: The present developer agrees to clean out the detention pond in Phase One, but after that it will have to be the responsibility of the POA.

Mr. Chason: It would make sense for all four phases of the development to be tied together.

Ms. Jones: To address Mr. Jaehne's comments, the Land Use and Development Ordinance regulates the lot sizes within a subdivision and not the home size. That would be regulated by the covenants.

Mr. Jaehne: I am concerned about the impact the size of the homes will have on the value of the homes in Bellaton Subdivision, Phase One and Two.

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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Mr. Scott: There will only be approximately eighteen small lots. I do not think there is anyone who would be able to prove that it would affect your property values.

Mr. Chason: Each phase can have their own covenants associated with the responsibility of the common areas.

Ms. Jones: The submission of the covenants for this phase will be required to be submitted with the final plat.

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

A Motion was made by Mr. Chason and **Seconded** by Mr. Smith **to approve the preliminary plat for Bellaton Subdivision, Phases Three. The Motion carried unanimously.**

The next order of business is preliminary plat review for Bellaton Subdivision, Phase Four.

File SDP13-03:

Subdivision: Bellaton, Phase Four

Zoning(s): R-4, High Density Single Family Residential

Location: Southwest of Alabama Highway 181 and Corte Road

Area: 21.36 Acres \pm , (54) lots

Owner: D.R. Horton, Inc. - Birmingham - Joel Coleman

Engineer: Preble-Rish - Steve Pumphrey or Jason Estes

Chairman: Do any of the Commissioners have any questions or comments? He opened the floor to public participation. With no adjacent property owners present, he closed public participation. With that being said, if there is no objection, the Chair will entertain a motion for a waiver.

A Motion was made by Mr. Chason and **Seconded** by Mr. Terry **to approve the waiver to allow a forty-foot right-of-way for Bellaton Subdivision, Phases Four. The Motion carried unanimously.**

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

A Motion was made by Mr. Chason and **Seconded** by Mr. Smith **to approve the preliminary plat for Bellaton Subdivision, Phases Four. The Motion carried unanimously.**

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF JUNE 11, 2013
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

The next order of business under petitions is a zoning amendment for Interstate-Baldwin Investment, L.L.C.

PETITIONS:

ZONING AMENDMENT:

File Z13-04: Interstate-Baldwin Investment, L.L.C.

Present Zoning: B-2, General Business

Proposed Zoning: R-6 (G), Garden or Patio Home District

Location: Northwest of the intersection of TimberCreek Subdivision and Interstate 10
Area: 97.49 Acres ±
Owner(s): Interstate Baldwin Investment, L.L.C. - Allen Cox, Manager
Engineer: Coleman Engineering Group of McCrory & Williams - Daryl Russell

An introductory presentation was given by Mr. Daryl Russell, representing Coleman Engineering Group of McCrory & Williams, requesting rezoning of a portion of the remainder of TimberCreek Subdivision. The site consists of a ninety-seven point four nine acre site which we would like to rezone to an R-6 (G), Garden or Patio Home District. I will happy to answer any questions you may have.

Chairman: Do any of the Commissioners have any questions or comments? He opened the floor to public participation. With no adjacent property owners present, he closed public participation. With that being said, if there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. Scott and Seconded by Mr. Lemoine for the unanimous favorable recommendation by the Planning Commission to the City Council of Daphne of the rezoning of a ninety-seven point four nine acre parcel located northwest of the intersection of TimberCreek Subdivision and Interstate 10 from a B-2, General-Business-District, to an R-6 (G), Garden or Patio Home District, for Interstate-Baldwin Investment, L.L.C. The Motion carried unanimously.

The next order of business under petitions is a zoning amendment for John & Deborah Kim.

PETITIONS:

ZONING AMENDMENT:

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

File Z13-05: John & Deborah Kim:

Present Zoning: R-2, Medium Density Single Family Residential District

Proposed Zoning: B-3, Professional Business

Location: Southwest of the intersection of Pollard Road and County Road 64, 1709 Pollard Road
Area: 0.46 Acres ±
Owner(s): John & Deborah Kim

An introductory presentation was given by Mr. John Kim, one of the owners of the property located southwest of Pollard Road and County Road 64. I submitted an application for a B-2, General Business District. After discussing the rezoning with the Commissioners at site preview, I have amended my application to ask for a B-3, Professional Business District. This particular parcel does not seem suitable for a residential use because it has not been a residence since 2000. This location seemed to be more desirable as a business. We purchased it as an investment and decided to ask for rezoning of the property. I will be happy to answer any questions you may have.

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

Mr. Smith: When the original zoning map was adopted, the intent was not to mix business with residential uses. I do not think we should do that now. Also, rezoning this parcel to business would put additional traffic onto this intersection.

Chief White: What type of business are you proposing to put on this property?

Mr. Kim: I do not have a business use in mind. I am asking for B-3 so that it can be something in the medical field and not a high volume business office. The traffic you mentioned that would be added is already at this intersection. I do not believe it will bring more traffic.

Mr. Scott: If it is going to be a professional use, it would be a daytime business and would not be an intense use. I do not like speculative zoning because it is not planning.

Mr. Kim: I did not think it would be proper to have a proposed business use and then apply for rezoning. I thought it would be best to apply for the rezoning of the property, and then try to approach a tenant.

Mr. Gibson: In the Land Use Ordinance, there are only fourteen or fifteen proposed B-3 business uses. Where there are approximately one hundred in a B-2 zone. A B-3, Professional Business, zone is very restrictive.

**THE CITY OF DAPHNE
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

Mr. Gibson: It is intended for a mom and pop neighborhood type of business.

Mr. Smith: I believe if we rezoned this property, we would set a precedence, and then there will be zoning requests proposed from this property all the way to Target on County Road 64 and south on Pollard to Friendship Road. That is why the people that did that map did not mix business and residential uses.

Chairman: Do any of the Commissioners have any questions or comments? He opened the floor to public participation. Is there anyone who would like to address the Commission? Please state your name and address for the record.

Mr. Conaway: I am Frances Conaway. I live on Conaway Street. I would like to ask that you preserve the property in our neighborhood and allow it this property to remain residential.

Mr. Williams: I am Willie Williams: I live on Pollard Road. We have already had this happen when they proposed the construction of the senior citizen's facility on Pollard Road. This rezoning is incompatible with the neighborhood and is considered rezoning. I am opposed to the rezoning. I would ask that you deny the rezoning and allow this property to remain residential.

Ms. Mitchell: I am speaking for my parents on Daphne Avenue. My parents own property in this neighborhood, and they are afraid of the property taxes going up so high that they will not be able to pay them and may lose their home.

Chairman: The rezoning of this property will not affect the property tax for your parents home.

Ms. Mitchell: We would still be opposed to the rezoning and would like for it to remain residential.

Ms. Washington: I am speaking for my nephew which lives at 1707 Pollard Road. This is a residential neighborhood. He would like to ask that you leave it as it is.

Mr. Lett: I am Charles Lett. I live near a daycare placed in a residential neighborhood of which I am trying to get the City to address a drainage problem. I do not think that a business should be located in a residential zone. I would ask that you deny the request for rezoning.

Ms. Williams: I live at 1501 Conaway Street. This is a residential neighborhood and needs to remain a residential area. I am opposed to the rezoning.

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Mr. Scott: I will not vote on speculative rezoning. According to the Land Use and Development Ordinance, a B-3, Profession Business District, is a district established to provide an opportunity for business establishments of a professional nature, but not the sale of goods or service at retail or wholesale.

Chairman: Is there anyone else who would like to address the Commission? With that being said, if there are no further comments, public participation is closed. Do any of the Commissioners have any further questions or comments? With that being said, if there is no objection, the Chair will entertain a motion.

A Motion was made by Mr. Smith and Seconded by Mr. Scott for the unanimous unfavorable recommendation by the Planning Commission to the City Council of Daphne of the rezoning of a zero point six acre parcel located southwest of the intersection of County Road 64 and Pollard Road from an R-2, Medium Density Single Family Residential District, to a B-3, Professional Business District, for John & Deborah Kim.

The next order of business is public participation.

PUBLIC PARTICIPATION:

Chairman: Is there anyone here that would like to address the Commission?

No public participation.

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

ATTORNEY'S REPORT:

Mr. Ross: No report.

The next order of business is commissioner comments.

COMMISSIONER'S COMMENTS:

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

No comments.

The next order of business is director's comments.

DIRECTOR'S COMMENTS:

No comment.

ADJOURNMENT:

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

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF JUNE 11, 2013
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

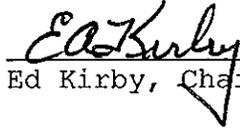
There being no further business, the meeting was adjourned at 5:58 p.m.

Respectfully submitted by:



Jan Vallecillo (Dickson), Planning Coordinator

APPROVED: June 27, 2013



Ed Kirby, Chairman

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
SPECIAL MEETING OF JUNE 11, 2013
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

REPORT

1. **CALL TO ORDER** **DATE: JUNE 28, 2013**
2. **CALL OF ROLL** **ED KIRBY, LARRY CHASON, DON TERRY, DAN GIBSON,
JOE LEMOINE, RON SCOTT, HUDSON SANDEFUR,
CHIEF WHITE, AND CHARLES SMITH**
3. **NEW BUSINESS:**

A. **BELLATON SUBDIVISION, PHASE THREE AND FOUR:**

1. **PRELIMINARY PLAT REVIEW:**

- a. **File SDP13-02: (APPROVED)**

Subdivision: Bellaton, Phase Three

Zoning(s): *R-4, High Density Single Family Residential*

Location: Southwest of Alabama Highway 181 and Corte Road

Area: 12.45 Acres ±, (39) lots

Owner: D.R. Horton, Inc. - Birmingham - Joel Coleman

Engineer: Preble-Rish - Steve Pumphrey or Jason Estes

- b. **File SDP13-03: (APPROVED)**

Subdivision: Bellaton, Phase Four

Zoning(s): *R-4, High Density Single Family Residential*

Location: Southwest of Alabama Highway 181 and Corte Road

Area: 21.36 Acres ±, (54) lots

Owner: D.R. Horton, Inc. - Birmingham - Joel Coleman

Engineer: Preble-Rish - Steve Pumphrey or Jason Estes

B. **PETITIONS: (UNANIMOUS FAVORABLE RECOMMENDATION TO CITY COUNCIL)**

1. **ZONING AMENDMENT:**

File Z13-04: Interstate-Baldwin Investment, L.L.C.

Present Zoning: B-2, General Business

Proposed Zoning: R-6 (G), Garden or Patio Home District

**Location: Northwest of the intersection of TimberCreek Subdivision and
Interstate 10**

Area: 97.49 Acres ±

Owner(s): Interstate Baldwin Investment, L.L.C. - Allen Cox, Manager

**Engineer: Coleman Engineering Group of McCrory & Williams - Daryl
Russell**

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF JUNE 27, 2013 **REPORT**
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

B. PRELIMINARY/FINAL PLAT REVIEW:

1. File SDPF13-05: **(APPROVED)**

Subdivision: The Courtyards

Present Zoning: MU, Mixed Use

Location: Northwest of Lea Avenue and Main Street, 2039 Main Street

Area: 2.93 Acres ±, (4) lots

Owner: RMH Investments, L.L.C. - Scott Hutchinson

Engineer: Hutchinson, Moore & Rauch - Scott Hutchinson

C. PLANNING COMMISSION DISCUSSION:

1. Discussion regarding Ordinance 2011-54, Land Use and Development Ordinance, Article 11-14, Open Space Provisions. **(UNANIMOUS FAVORABLE RECOMMENDATION TO CITY COUNCIL)**
2. Discussion regarding Ordinance 2011-54, Land Use and Development Ordinance, Article 8, Definition of Terms, definition of "No Clear Zone". **(UNANIMOUS FAVORABLE RECOMMENDATION TO CITY COUNCIL)**
3. Discussion regarding Ordinance 2011-54, Land Use and Development Ordinance, Article 8 and Article 35, adding references to the Community Standards Ordinance. **(UNANIMOUS FAVORABLE RECOMMENDATION TO CITY COUNCIL)**

6. PUBLIC PARTICIPATION

7. ATTORNEY'S REPORT

8. COMMISSIONER'S COMMENTS

9. DIRECTOR'S COMMENTS: Sign Committee Meeting Tuesday, July 2, 2013

10. ADJOURNMENT

SET DATE FOR PUBLIC HEARING

AUGUST 19, 2013

TO CONSIDER:

- 1.) Repeal Article 11-14(h) Common Open Space Provisions in its entirety and Replace with Article 11-14(h) Open Space and Recreation Provisions
- 2.) Amend Article 8 Definition of Terms to Add "No Clear Zone"
- 3.) Amend Articles 8 & 35 Definition of Terms and Table of Permitted Uses as related to the Community Standards Ordinance 2013-38

To: Office of the City Clerk
From: Adrienne D. Jones,
Director of Community Development
Subject: Proposed Amendment to Ordinance 2011-54, Land Use and Development Ordinance, to repeal Article 11-14, Open Space Provisions and replace with Common Open Space & Recreation Area Provisions
Date: July 11, 2013

MEMORANDUM

At the June 27, 2013, regular meeting of the City of Daphne Planning Commission, eight members were present. The motion carried for a **unanimous favorable recommendation** of the above-mentioned revision to the Land Use and Development Ordinance.

At the July 10, 2013 Ordinance Committee, three member were present. The motion to send the Planning Commission's recommendation to full Council to set a public hearing carried unanimously.

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda of Monday, July 15, 2013 City Council agenda to set the public hearing for Monday, August 19, 2013.

Thank you,
ADJ/jv

cc: file

attachment(s)

1. Community Development Report to Ordinance Committee

SUMMARY

COMMON AREA & OPEN SPACE PROVISIONS

ACKNOWLEDGMENTS

- Variety and Diversity in Subdivision types
- Need Tailored Amenities to meet set needs
- Existing Vital City Recreation facilities in some areas

GOAL

- To increase flexibility and innovative design of common open space and recreation areas

OBJECTIVE

- To submit recommendation to Council for consideration to amend the subdivision provisions of the Land Use and Development Ordinance
- Unanimous consent - June 27,2013

KEY POINTS

- **3 Types:** Formal Open Space: passive or active or natural areas
- **Applicability:** reserve 10% of property zoned single or multifamily in or out of the corporate limits
- **2 Exemptions:** subdivision zoned R-1 and where less than 5 acres and lots are over 20,000 sq. ft.
- **Credits for proximity to existing City park:** measure ½ mile radius from center point of development
- **Phasing/Implementation**

Upon preliminary plat submission for the first phase of the development **an agreement shall be established** for the implementation of the common open space and recreation area plan. The agreement shall be made using appropriate forms as provided by the city and shall include:

 - a) **the proposed common open space and recreation area plan;**
 - b) **and a cost estimate of all work associated with the common open space and recreation area plan improvements **amended to include** (excludes land and/or utility costs), and;**
 - c) **a renewable surety bond valid for two years in the amount of 110% of the cost estimate **amended to include** or submission of a letter of credit drawn on an Alabama based bank.**
- **Performance Standards:** accessible and useable, direct public access, compact, contiguous

COMMON OPEN SPACE AND RECREATION AREA PROVISIONS

Whereas the Planning Commission acknowledges that residential subdivision developments come in many varieties; and, acknowledges amenities for common open space and recreation should be tailored to meet the needs of the target market for each subdivision; and, acknowledges the existence and viability of existing municipal recreation areas throughout the city; and, acknowledges the need for increased flexibility and innovative common open space and recreation area design; therefore, after careful review and consideration, the Planning Commission hereby submits to the city council a recommendation for guidance in achieving proper design as an amendment to the subdivision provisions of the Land Use and Development Ordinance as follows:

Repeal Article 11-14(h) Common Open Space Provisions in its entirety and replace it with Article 11-14(h) Open Space and Recreation Provisions as follows:

(h) Common Open Space and Recreation Provisions

Common open space and recreation area set asides shall include formal recreation areas and/or natural open space areas.

There are two types of formal recreation areas: passive and active. Passive recreation areas may include but shall not be limited to: open areas that include arranged plantings, gardens, gazebos or similar structures, fountains, sculptures, and other forms of public art, pedestrian walk ways, dog parks, picnic areas, general landscaped areas, flower gardens, and other uses typical for passive recreation. Active recreation uses may include but shall not be limited to: playground or park for local or neighborhood use with swing sets, ball fields, tennis courts, jogging trails, clubhouses, swimming pools, including accompanying accessory structures, and any other similar use suitable for the common enjoyment of the residents.

Natural open space areas that preserve and conserve the natural condition and hydrology of the property should be included as well as tree groves, wetlands, associated wetland buffers, rock outcrops, pastoral areas, floodplains, lakes, streams, rivers, wildlife habitat, utility and

conservation easements, and scenic vistas and trails. Detention ponds and related storm water facilities, especially low impact development measures, may also be included.

Applicability

Ten percent of each proposed single family or multifamily residential development shall be set aside for common open space and recreation area. Common Open Space and Recreation Provisions shall apply to each residential development within the corporate limits and extraterritorial jurisdiction of the City of Daphne except as exempted below.

Exemptions

Common Open Space and Recreation Provisions shall not apply in the following cases:

Where a unified planned single family residential development (i.e., under single ownership and planned in multiple phases) is five acres (5 ac) or less in total area and the minimum lot size exceeds twenty thousand square feet (20,000 sq. ft.); or,

Where the entire subdivision is zoned R-1, Low Density Single Family Residential.

Proximity and Access to Existing Recreation Areas

The planning commission may allow flexibility in cases or an exemption to these provisions where a site is located adjacent to or within one-half (1/2) mile or two thousand six hundred and forty (2,640) linear feet of any municipal park, sports complex, or similar public use that either currently exists, is under construction, or is planned by a municipality or governmental corporation at the time of preliminary plat submission. Distance shall be measured as a radius from the center point of the preliminary plat. If the proposed subdivision boundary abuts or is contiguous to any municipal park, sports complex, or similar public use that either currently exists, is under construction, or is planned by a municipality or governmental corporation at the time of preliminary plat submission. The planning commission may impose other conditions to guarantee pedestrian access to the aforementioned park or facility. Conditions may include but shall not be limited to sidewalks, pedestrian trails, walkways or similar means of access.

Phasing/Implementation

A common open space and recreation area plan shall be provided as a component of the subdivision master plan for single family or multi-family residential subdivision development, except where herein exempted.

Upon preliminary plat submission for the 1st phase of the development an agreement shall be established for the implementation of the common open space and recreation area plan. The agreement shall be made using appropriate forms as provided by the city and shall include:

- a) the proposed common open space and recreation area plan;
- b) and a cost estimate of all work associated with the common open space and recreation area plan improvements (excludes land and/or utility costs), and;
- c) a renewable surety bond valid for two years in the amount of one hundred and ten percent (110%) of the cost estimate or a letter of credit drawn on an Alabama based bank.

Performance Standards

The following factors shall be considered to determine the location for common open space and recreation areas.

Where possible and appropriate, common open space and recreation areas shall be readily accessible and useable by property owners.

To the maximum extent practical, a portion of the common open space and recreation area should provide focal points for the development.

Common open space and recreation areas shall have at least one direct access to a public right-of-way.

The common open space and recreation areas shall be compact and contiguous unless the land is used as a continuation of or link to an existing or planned adjacent open space resource or where specific natural or topographic features require a different configuration.

In all developments, due regard shall be shown for all natural features such as large trees, heritage trees, water courses, historical spots, and similar community assets which, if preserved, will add attractiveness and value to the overall development.

BACKGROUND INFORMATION FROM MAY 2013 PC MEETING MEMO

TO: DAPHNE PLANNING COMMISSION
FROM: COMMUNITY DEVELOPMENT DIRECTOR/ZONING ADMINISTRATOR
DATE: 04/12/13

Please review the following information in preparations for discussion at the upcoming meetings. Your familiarity with the existing provisions will be extremely helpful.

FROM CURRENT PROVISIONS ARTICLE 8 DEFINITION OF TERMS

1. **Common Open Space, Informal.** Areas designated for undisturbed natural features, including wetlands, rock outcrops, pastoral areas, floodplains, lakes, streams, rivers, and wildlife habitat; utility and conservation easements; used for passive recreation uses including walking trails, pathways, and picnic areas.

2. **Common Open Space, Formal.** Formal open space is a generally planned and structured area that includes formally designed landscape plantings. The space is regularly maintained and may include streetscape furnishings (e.g., benches, lighting, and sculptures), recreational improvements (e.g., playground, swimming pool, tennis courts), and street improvements at the least.

EXCERPT FROM CURRENT PROVISIONS ARTICLE 11-14 SPECIAL PROVISIONS OF MINIMUM STANDARDS & REQUIRED IMPROVEMENTS FOR SUBDIVISIONS & COMMERCIAL SITE DEVELOPMENT

- (h) Common Open Space Provisions:
- (1) Common open space set asides shall include *formal open space or informal open space* to be used for active or passive recreational uses or for *resource protection purposes*.
 - (2) Each area shall be appropriately designated on the subdivision plat and assigned a lot number.
 - (3) Notes shall be placed on the plat indicating ownership of common open space areas and shall reference subdivision restrictive covenants by instrument number as recorded in the Baldwin County Probate Records.
 - (4) A note shall be provided on the plat indicating that the City of Daphne shall not maintain any common open space areas.

- (5) Where relevant and appropriate, *open space areas shall be located so as to be readily accessible and useable by residents of the development.*
- (6) To the maximum extent practical, a portion of the open space should provide *focal points for the development.*
- (7) Open space set-aside areas shall have at least one direct access to a public right-of-way.
- (8) The lands shall be *compact and contiguous* unless the land is used as a continuation of or *link to an existing or planned adjacent open space resource* or where specific *natural or topographic features* require a different configuration.
- (9) In all developments, *due regard shall be shown for all natural features* such as large trees, water courses, historical spots, and similar community assets which, if preserved, will add attractiveness and value to the property.
- (10) In a *residential subdivision or residential development of more than five (5) acres* in size, the subdivider shall provide suitable recreation land of at least fifteen percent (15 %) of the total area of land to be subdivided.
- (11) In subdivisions *five acres in size or less*, the subdivider shall provide suitable recreation land of at least ten (10%) percent of the total area of land to be subdivided.
- (12) A residential subdivision which is *to be developed in phases or units shall at the time of the submittal of the preliminary plat make an appropriate agreement with the Planning Commission to assure that the dedication of the required land is to be provided.* Said agreement shall be based upon the Planning Commission's *approval of a master plan for the overall site.*

(i) Informal Open Space

Informal Open Space shall be areas designated on the subdivision plat for *undisturbed natural features* including: tree groves, *wetlands*, rock outcrops, pastoral areas, *floodplains*, lakes, streams, rivers, and wildlife habitat; utility and *conservation easements*; and for passive recreation uses including walking trails, pathways, and picnic areas. *Detention ponds and related storm water facilities may be included* in areas designated as informal open space.

(j) Formal Open Space/ Recreational Provisions

Landscaped formal open space/recreation areas, comprising not less than ten (10) percent of all common area required by this Article, may include the following: pedestrian access *walkways*, *children play areas*, *general landscaped areas*, *flower gardens*, and *areas for passive recreation*, *swimming pools*, including accompanying

accessory structures, and areas for organized sports, any other areas suitable for the common area enjoyment of the residents.

- (1) Due consideration shall be given to the allocation of areas centrally located and of adequate size for a playground or park for local or neighborhood use, and other public service areas including but not limited to pools, ball fields, playgrounds, tennis courts, jogging trails, and clubhouses used primarily for recreation purposes. Additionally, open areas that include arranged plantings, gardens, gazebos or similar structures, fountains, sculptures, and other forms of public art **may be credited toward this provision.**
- (2) Where such features provide a clear community benefit, the Planning Commission may credit towards the minimum recreation provision any plazas and sidewalk areas exceeding the minimum sidewalk width requirements that contain at least four of the following features towards formal open space area requirements: seating elements; specialized or decorative paving features; pedestrian lighting beyond that required to illuminate public rights-of-way; canopies, awnings, or overhangs to shield pedestrians; street furnishings, including but not limited to planters, waste receptacles, bicycle racks, drinking fountains, or shelters for persons utilizing public transit; or informational kiosks.
- (3) *Detention ponds shall not be counted towards formal open space/recreational area provisions*; however, retention ponds centrally located and accessible to the residents may be counted towards these recreation provisions. ***One-half (1/2) of the land area occupied by retention ponds and other bio-retention devices shall be counted toward these provisions.***
- (4) All formal open space/recreational areas shall be suitably developed for neighborhood use prior to final approval of the subdivision ***except where an agreement has been established for implementation in several phases.***

To: Office of the City Clerk
From: Adrienne D. Jones,
Director of Community Development
Subject: Proposed Amendment to Ordinance 2011-
54, Land Use and Development
Ordinance, Article 8, Definition of
Terms, Definition of "No Clear Zone"
Date: July 11, 2013

MEMORANDUM

At the June 27, 2013, regular meeting of the City of Daphne Planning Commission, eight members were present. The motion carried for a **unanimous favorable recommendation** of the above-mentioned revision to the Land Use and Development Ordinance.

At the July 10, 2013 Ordinance Committee, three member were present. The motion to send the Planning Commission's recommendation to full Council to set a public hearing carried unanimously.

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda of Monday, July 15, 2013 City Council agenda to set the public hearing for Monday, August 19, 2013.

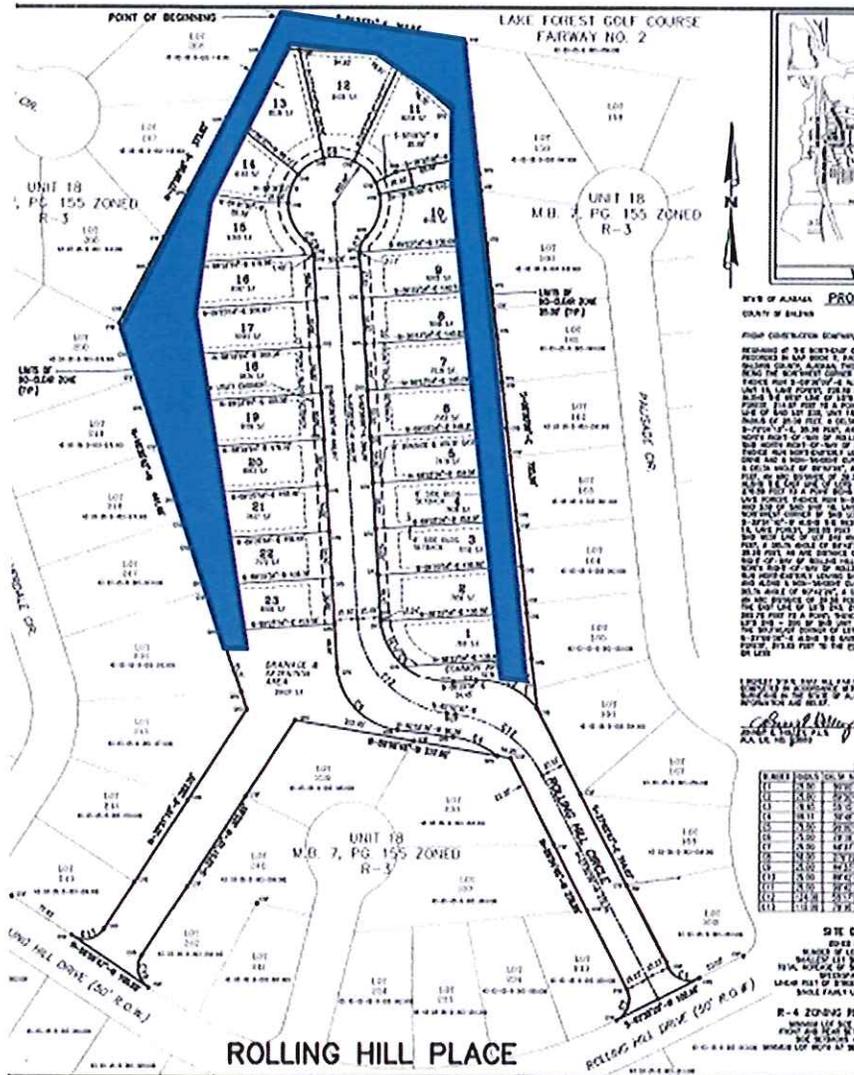
Thank you,
ADJ/jv

cc: file

attachment(s)

1. Community Development Report to the Ordinance Committee

No Clear Zone Definition



---BACKGROUND---

From: Jan Dickson [mailto:cdcoordinator@daphneal.com]

Sent: Monday, April 22, 2013 1:39 PM

To: Adrienne Jones

Subject: Rolling Hills Subdivision

Please issue to Lake Forest Property Owners Association, Attn: Rob Wright, General Manager, 1 Golf Terrace, Daphne, Alabama 36526 for purchaser Jdon Baldwin, Unit 18, Lot 21, as known as Rolling Hills Subdivision. Mr. Baldwin has requested in writing the interpretation and/or definition by the City of Daphne Community Development of the no clear zone shown on the plat (see attached minutes and plat). Pam, LFPOA, 251-626-4721, for additional information. Thank you,

SUMMARY

NO CLEAR ZONE

ACKNOWLEDGMENTS

- Need clarification for future references

GOAL

- Provide definition and prescribe limited disturbance in these areas

OBJECTIVE

- Submit recommendation to Council for consideration to amend the provisions of the Land Use and Development Ordinance
- Unanimous Consent on June 27, 2013

KEY POINTS

Area to be preserved: 25-ft of property line

Exceptions:

- Install fence or wall
- Remove dead trees
- Utility improvements **amended to include** replanting and reforestation shall be required where more than one half of the utility easement is destroyed or removed by a utility company.

Permitted: Building Inspections Dept.

NO CLEAR ZONE DEFINITION

Whereas the Planning Commission acknowledges the term 'no clear zone' has been specified on one or more subdivision plats and may be used on future subdivision plats, and, that Article 8 of the Land Use and Development Ordinance does not provide a definition of said term; acknowledges the need to define the term for clarification and future reference; therefore, after careful review and consideration, the Planning Commission hereby submits to the city council a recommendation to add to Article 8 of the Land Use and Development Ordinance the following terms:

No clear zone. An area designed to visually and physically set one area apart from another. Said area shall be perpetually preserved in its naturally wooded state and shall not be cleared, cut, timbered, or altered within twenty five feet (25 ft.) of the rear property line of either underbrush or vegetation or trees, except to the extent necessary to install a fence or wall along the property line(s), to install utilities within a utility easement, or remove trees that have died naturally shall be allowed. Any allowable modifications or alterations in a no clear zone must be permitted by the Building Inspections Department. Replanting and reforestation shall be required when more than one half of the utility easement is destroyed or removed by a utility company.

To: Office of the City Clerk
From: Adrienne D. Jones, 
Director of Community Development
Subject: Proposed Amendment to Ordinance 2011-54, Land Use and Development Ordinance, Article 8 and 35, adding references to the **Community Standards Ordinance**
Date: July 11, 2013

MEMORANDUM

At the June 27, 2013, regular meeting of the City of Daphne Planning Commission, eight members were present. The motion carried for a **unanimous favorable recommendation** of the above-mentioned revision to the Land Use and Development Ordinance.

At the July 10, 2013 Ordinance Committee, three member were present. The motion to send the Planning Commission's recommendation to full Council to set a public hearing carried unanimously.

Please prepare an ordinance for placement on the City Council agenda of Monday, July 15, 2013 City Council agenda to set the public hearing for Monday, August 19, 2013.

Thank you,
ADJ/jv

cc: file

attachment(s)

1. Community Development Report to the Ordinance Committee

SUMMARY

COMMUNITY STANDARDS ORDINANCE

ACKNOWLEDGMENTS

- Proposed Ordinance 2013-38 is being considered by the Council
- References and definitions must be added to the Land Use & Development Ordinance aka (L.U.D.O) for clarity

GOAL

- Provide definitions and references to the council in a timely manner

OBJECTIVE

- Submit recommendation to Council for consideration to amend the provisions of the Land Use and Development Ordinance
- Unanimous Consent June 27, 2013

KEY POINTS

- **Amend Article 8: add 7 definitions**
- Adult Cabaret/Entertainment Facility, Adult Companionship Establishment, Adult Novelty/Book Store, Adult Theater, Tattoo Facility, Sexually Oriented Businesses, Sexually Oriented Business Permit
- **Amend Table of Permitted Uses:**
- **Tattoo:** B-2 zone by right or B-1 with Planning Commission Approval
- **Other SOB:** C/I by right or B-2 with Planning Commission Approval
- Distance requirements are established in Ordinance 2013-38
- Should Council modify Ordinance 2013-38, the clerk and city attorney will modify these recommendations accordingly

AMENDMENTS RELATED TO COMMUNITY STANDARDS ORDINANCE

Whereas the Planning Commission acknowledges the anticipated adoption of Ordinance# 2013-38, Community Standards Ordinance by the City Council; and, several terms related to land use and land development are included therein, and, these terms must be codified in Article 8 and Article 35 of the Land Use and Development Ordinance for reference and clarity, therefore, the Planning Commission hereby submits to the city council a recommendation to add terms to Article 8 and to add reference to the Community Standards Ordinance in Article 35 of the Land Use and Development Ordinance as follows:

Section I. Amend Article 8

Adult Cabaret/Entertainment Facility. A nightclub, bar, theater, concert hall, auditorium, restaurant or similar establishment which, having entertainment, staff, live performances or appearances by nude or topless females, or entertainment, live performances or appearances characterized by their emphasis on matters depicting, describing or relating to nudity or sexual activity as permitted in Ordinance 2013-38, Community Standards Ordinance.

Adult Companionship Establishment. An establishment of business which provides the service of engaging in or listing to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by their emphasis on matters depicting, describing or relating to nudity or sexual activity as permitted in Ordinance 2013-38, Community Standards Ordinance.

Adult Novelty/Book Store. An establishment which, as one of its profit Centers, offers for sale or rental books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, slides, tapes, records, compact disks or other form of visual or audio representations or instruments, devices, games, costumes, props or paraphernalia (excluding contraceptives) which are distinguished or characterized by their emphasis on matters depicting, describing or relating to nudity or sexual activity as permitted in Ordinance 2013-38, Community Standards Ordinance.

Adult Theater. A commercial establishment where films, motion pictures, or other photographic reproductions are regularly shown or created which are distinguished or characterized by their emphasis on matters depicting, describing or relating to nudity or sexual activity as permitted in Ordinance 2013-38, Community Standards Ordinance.

Tattoo Facility. A use as permitted in Ordinance 2013-38, Community Standards Ordinance. The geographic location at which an individual does one or more of the following for compensation: places an indelible mark upon the body of another individual by the insertion of a pigment in or under the skin; places an indelible design upon the body of another individual by production of scars; the perforation of human tissue other than ear for a nonmedical purpose.

Sexually Oriented Businesses. Adult cabaret/entertainment facilities, adult companionship establishment, adult novelty/book stores or adult theaters as permitted in Ordinance 2013-38, Community Standards Ordinance.

Sexually Oriented Business Permit. As defined in Section II of Ordinance 2013-38, Community Standards Ordinance.

Section II. Amend Article 35

In accordance with the Community Standards Ordinance, as permitted in Ordinance 2013-38 the Planning Commission recommends the city council amend Article 35, Table of Permitted Uses as follows:

Any use, as permitted in Ordinance 2013-38, Community Standards Ordinance, except a tattoo facility, may be permitted in a B-2 zone district upon Planning Commission review and approval or in a C/I zone district by right. A tattoo facility may be permitted in a B-1 upon Planning Commission review or B-2 zone by right. In all cases, the provisions of Ordinance 2013-38 must be satisfied for each use noted therein.

**CITY OF DAPHNE
ORDINANCE NO. 2013-**

**AN ORDINANCE ADDING/AMENDING THE CITY OF DAPHNE, ALABAMA
LAND USE AND DEVELOPMENT ORDINANCE 2011-54, AS ADOPTED BY THE
CITY COUNCIL ON JULY 18, 2011**

WHEREAS, the City Council of the City of Daphne, after due consideration believes that certain revisions to the City of Daphne Land Use & Development Ordinance are necessary for the proper administration of said Ordinance; and

WHEREAS, The City of Daphne Planning Commission reviewed such changes at its regularly scheduled Commission meeting on the 27th day of June, 2013, and has made a favorable recommendation for adoption to the City Council; and

WHEREAS, due notice of said proposed amendment has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public Hearing was held before the City Council on August 19, 2013.

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

SECTION I: AMENDMENT TO ARTICLE 11-14(h) OPEN SPACE PROVISIONS

WHEREAS, the Planning Commission acknowledges that residential subdivision developments come in many varieties; and, acknowledges amenities for common open space and recreation should be tailored to meet the needs of the target market for each subdivision; and, acknowledges the existence and viability of existing municipal recreation areas throughout the city; and, acknowledges the need for increased flexibility and innovative common open space and recreation area design; therefore, after careful review and consideration, the Planning Commission hereby submits to the city council a recommendation for guidance in achieving proper design as an amendment to the subdivision provisions of the Land Use and Development Ordinance as follows:

That Article XI entitled "*Common Open Space Provisions*", denoted as section 11-14(h), and is hereby deleted in its entirety and is replaced as follows:

11-14(h) Common Open Space and Recreation Provisions

Common open space and recreation area set asides shall include formal recreation areas and/or natural open space areas.

There are two types of formal recreation areas: passive and active. Passive recreation areas may include but shall not be limited to: open areas that include arranged plantings, gardens, gazebos or similar structures, fountains, sculptures, and other forms of public art, pedestrian walk ways, dog parks, picnic areas, general landscaped areas, flower gardens, and other uses typical for passive recreation. Active recreation uses may include but shall not be limited to: playground or park for local or neighborhood use with swing sets, ball fields, tennis courts, jogging trails, clubhouses, swimming pools, including accompanying accessory structures, and any other similar use suitable for the common enjoyment of the residents.

Natural open space areas that preserve and conserve the natural condition and hydrology of the property should be included as well as tree groves, wetlands, associated wetland buffers, rock outcrops, pastoral areas, floodplains, lakes, streams, rivers, wildlife habitat, utility and conservation easements, and scenic vistas and trails. Detention ponds and related storm water facilities, especially low impact development measures, may also be included.

Applicability

Ten percent of each proposed single family or multifamily residential development shall be set aside for common open space and recreation area. Common Open Space and Recreation Provisions shall apply to each residential development within the corporate limits and extraterritorial jurisdiction of the City of Daphne except as exempted below.

Exemptions

Common Open Space and Recreation Provisions shall not apply in the following cases:

Where a unified planned single family residential development (i.e., under single ownership and planned in multiple phases) is five acres (5 ac) or less in total area and the minimum lot size exceeds twenty thousand square feet (20,000 sq. ft.); or,

Where the entire subdivision is zoned R-1, Low Density Single Family Residential.

Proximity and Access to Existing Recreation Areas

The planning commission may allow flexibility in cases or an exemption to these provisions where a site is located adjacent to or within one-half (1/2) mile or two thousand six hundred and forty (2,640) linear feet of any municipal park, sports complex, or similar public use that either currently exists, is under construction, or is planned by a municipality or governmental corporation at the time of preliminary plat submission. Distance shall be measured as a radius from the center point of the preliminary plat. If the proposed subdivision boundary abuts or is contiguous to any municipal park, sports complex, or similar public use that either currently exists, is under construction, or is planned by a municipality or governmental corporation at the time of preliminary plat submission. The planning commission may impose other conditions to guarantee pedestrian access to the aforementioned park or facility. Conditions may include but shall not be limited to sidewalks, pedestrian trails, walkways or similar means of access.

Phasing/Implementation

A common open space and recreation area plan shall be provided as a component of the subdivision master plan for single family or multi-family residential subdivision development, except where herein exempted.

Upon preliminary plat submission for the 1st phase of the development an agreement shall be established for the implementation of the common open space and recreation area plan. The agreement shall be made using appropriate forms as provided by the city and shall include:

- a) the proposed common open space and recreation area plan;
- b) and a cost estimate of all work associated with the common open space and recreation area plan improvements (excludes land and/or utility costs), and;
- c) a renewable surety bond valid for two years in the amount of one hundred and ten percent (110%) of the cost estimate or a letter of credit drawn on an Alabama based bank.

Performance Standards

The following factors shall be considered to determine the location for common open space

and recreation areas.

Where possible and appropriate, common open space and recreation areas shall be readily accessible and useable by property owners.

To the maximum extent practical, a portion of the common open space and recreation area should provide focal points for the development.

Common open space and recreation areas shall have at least one direct access to a public right-of-way.

The common open space and recreation areas shall be compact and contiguous unless the land is used as a continuation of or link to an existing or planned adjacent open space resource or where specific natural or topographic features require a different configuration.

In all developments, due regard shall be shown for all natural features such as large trees, heritage trees, water courses, historical spots, and similar community assets which, if preserved, will add attractiveness and value to the overall development.

SECTION II: AMENDMENT TO ARTICLE 8, DEFINITIONS OF TERMS

Amending Definition of Terms to add "*No Clear Zone*"

WHEREAS, the Planning Commission acknowledges the term 'no clear zone' has been specified on one or more subdivision plats and may be used on future subdivision plats, and, that Article 8 of the Land Use and Development Ordinance does not provide a definition of said term; acknowledges the need to define the term for clarification and future reference; therefore, after careful review and consideration, the Planning Commission hereby submits to the city council a recommendation to add to Article 8 of the Land Use and Development Ordinance the following terms:

No clear zone. An area designed to visually and physically set one area apart from another. Said area shall be perpetually preserved in its naturally wooded state and shall not be cleared, cut, timbered, or altered within twenty five feet (25 ft.) of the rear property line of either underbrush or vegetation or trees, except to the extent necessary to install a fence or wall along the property line(s), to install utilities within a utility easement, or remove trees that have died naturally shall be allowed. Any allowable modifications or alterations in a no clear zone must be permitted by the Building Inspections Department. Replanting and reforestation shall be required when more than one half of the utility easement is destroyed or removed by a utility company.

SECTION III: AMENDMENT TO ARTICLE 8 AND 35 ADDING REFERENCE TO THE COMMUNITY STANDARDS ORDINANCE 2013-38

Amending Definition of Terms and Table of Permitted Uses as related to the Community Standards Ordinance 2013-38.

WHEREAS, the Planning Commission acknowledges the anticipated adoption of Ordinance 2013-38, Community Standards Ordinance by the City Council; and, several terms related to land use and land development are included therein, and, these terms must be codified in Article 8 and Article 35 of the Land Use and Development Ordinance for reference and

clarity, therefore, the Planning Commission hereby submits to the city council a recommendation to add terms to Article 8 and to add reference to the Community Standards Ordinance in Article 35 of the Land Use and Development Ordinance as follows:

Section A. Amend Article 8

Adult Cabaret/Entertainment Facility. A nightclub, bar, theater, concert hall, auditorium, restaurant or similar establishment which, having entertainment, staff, live performances or appearances by nude or topless females, or entertainment, live performances or appearances characterized by their emphasis on matters depicting, describing or relating to nudity or sexual activity as permitted in Ordinance 2013-38, Community Standards Ordinance.

Adult Companionship Establishment. An establishment of business which provides the service of engaging in or listing to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by their emphasis on matters depicting, describing or relating to nudity or sexual activity as permitted in Ordinance 2013-38, Community Standards Ordinance.

Adult Novelty/Book Store. An establishment which, as one of its profit Centers, offers for sale or rental books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, slides, tapes, records, compact disks or other form of visual or audio representations or instruments, devices, games, costumes, props or paraphernalia (excluding contraceptives) which are distinguished or characterized by their emphasis on matters depicting, describing or relating to nudity or sexual activity as permitted in Ordinance 2013-38, Community Standards Ordinance.

Adult Theater. A commercial establishment where films, motion pictures, or other photographic reproductions are regularly shown or created which are distinguished or characterized by their emphasis on matters depicting, describing or relating to nudity or sexual activity as permitted in Ordinance 2013-38, Community Standards Ordinance.

Tattoo Facility. A use as permitted in Ordinance 2013-38, Community Standards Ordinance. The geographic location at which an individual does one or more of the following for compensation: places an indelible mark upon the body of another individual by the insertion of a pigment in or under the skin; places an indelible design upon the body of another individual by production of scars; the perforation of human tissue other than ear for a nonmedical purpose.

Sexually Oriented Businesses. Adult cabaret/entertainment facilities, adult companionship establishment, adult novelty/book stores or adult theaters as permitted in Ordinance 2013-38, Community Standards Ordinance.

Sexually Oriented Business Permit. As defined in Section II of Ordinance 2013-38, Community Standards Ordinance.

Section B. Amend Article 35

In accordance with the Community Standards Ordinance, as permitted in Ordinance 2013-38 the Planning Commission recommends the city council amend Article 35, Table of Permitted Uses as follows:

Any use, as permitted in Ordinance 2013-38, Community Standards Ordinance, except a tattoo facility, may be permitted in a B-2 zone district upon Planning Commission review and approval or in a C/I zone district by right. A tattoo facility may be permitted in a B-1 upon Planning Commission review or B-2 zone by right. In all cases, the provisions of Ordinance 2013-38 must be satisfied for each use noted therein.

SECTION IV: CONFLICT WITH OTHER ORDINANCES

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

SECTION V. SEVERABILITY

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

SECTION VI: EFFECTIVE DATE.

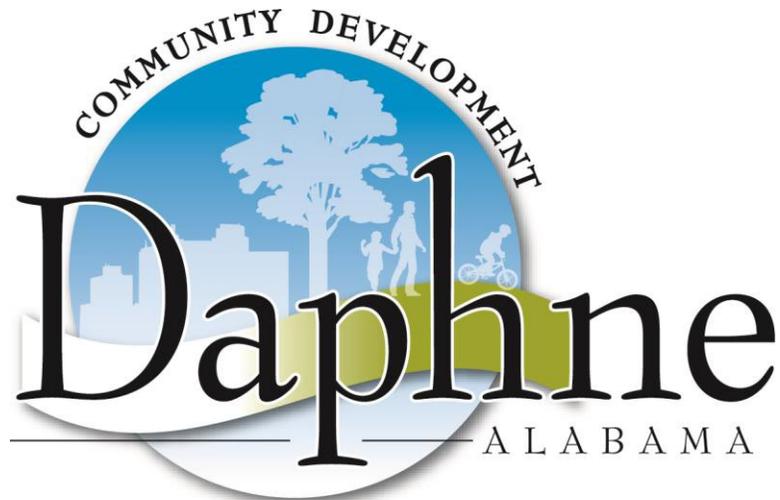
This Ordinance shall take effect and be in force from and after the date of its approval by the City Council of the City of Daphne and publication as required by law.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS ____ DAY OF _____, 2013.**

**DANE HAYGOOD,
MAYOR**

ATTEST:

**REBECCA A HAYES,
CITY CLERK**



The Jubilee City

PUBLIC NOTICE

CITY OF DAPHNE

There will be a meeting of the City of Daphne
Sign Committee held
Tuesdays in 2013 on the
following days:
July 9th, July 16th,
July 23rd, July 30th,
August 6th, August 13th from
4:30 p.m. to 6:00 p.m., in the
Executive Council
Chambers at City Hall
(across from the
Clerk's Office)

*Note: An agenda will be posted at the City of Daphne
Public Library and City Hall for reference.
Additional information available at the
City of Daphne
Community Development Department
Pat Johnson
(251)621-3184*

City of Daphne Recreation Board
2605 Hwy 98
Daphne, AL. 36526
May 15, 2013

Members Present: Rick Cleveland, Matt Cunningham, Frank Pierce and Glenn Vickery

Members Absent: Doug Dugat, Jan Mittermeyer, Lisa O'Hara and Kit Smith

Advisory Staff: Councilman Robin LeJeune and David McKelroy – Parks & Recreation Director

Call to Order

Meeting was called to order at 6:37pm.

Review and Approval of Minutes

Motion was made by Rick Cleveland and seconded by Matt Cunningham to approve the April 10, 2013 minutes. Motion passed.

Public Participation

Tommy Smith representing the Mobile Bay FC (soccer) spoke to the board requesting field space for practice at Trione Sports Complex in the fall and spring. Unfortunately these are peak times for Daphne Recreation soccer program and Daphne Strike Soccer Club, no space is available for the times requested.

Steven Hazelwood spoke on behalf of the Adult Soccer program in Daphne and his continued desire to help and improve area soccer.

Program Reports

Information was provided regarding programs. Upcoming special events are Art in the Park and Wet-N-Wild Wednesday.

Old / New Business

1. Lodging Tax Councilman LeJeune provided information on the current balance on recreational funds due the city and spoke about possible adjustments to the ordinance to provide more funds to capital for recreation.

2. Bocce – Bay Front Additional information was provided the board about bocce.

Comments from Advisors

Rick Cleveland spoke about the need for additional parks and recreation personal.

Frank Pierce spoke about the condition of the press box at Daphne Jubilee Stadium.

Rick Cleveland congratulated Coach Glenn Vickery on his induction into the Baldwin County Sports Hall of Fame.

Adjourn

Meeting was adjourned at 7:43pm.



Accepted by:

Robert Segalla
Chairman, Daphne Utilities

Daphne Utilities

APPROVED MINUTES

Utilities Board Meeting

City of Daphne Council Chambers ♦ April 24, 2013 ♦ 5:00 p.m.

I. Call to Order

The regular April 2013, Board meeting for the Utilities Board of the City of Daphne was held on April 24, 2013 and called to order by Chairman Robert Segalla, at 5:01 p.m.

II. Roll Call

Members Present:

Robert Segalla, Chairman
Fenton E. Jenkins, Vice Chairman
Randy Fry – Secretary / Treasurer
Lon Johnston

Others Absent:

Mayor Dane Haygood

Others Present:

Jerry Speegle – Board Attorney – arrived at 5:04 pm
Rob McElroy – General Manager
Danny Lyndall – Operations Manager
Deloris Brown – HR Manager
Teresa Logiotatos – Finance Manager
Lori May-Wilson – Executive Assistant
Melinda Immel – Volkert & Associates
Ray Moore – HMR
Janice Daniel – Senior Customer Service Representative

Others Absent:

Drew Klumpp – Administrative Services Manager

III. Pledge of Allegiance

The Chairman led the Board and meeting attendees in the Pledge of Allegiance. Chairman Segalla asked for a moment of silence for recognition to the recent victims of the bombing at the Boston Marathon.

IV. Approval of Minutes

A. Utilities Board Minutes from March 27, 2013:

The Chairman inquired if there were any corrections for the submitted Minutes from the March 27, 2013, Utilities Board meeting.

MOTION BY Lon Johnston to approve the Minutes for March 27, 2013; Seconded by Fenton Jenkins.

AYE: FRY, JENKINS, JOHNSTON, SEGALLA

ABSENT: HAYGOOD

ABSTAIN:

MOTION CARRIED

V. Old Business

No old business was addressed.

VI. New Business

A. Liability Insurance Presentation by Jack Blackmon of Blackmon Insurance Agency

Mr. Lyn Blackmon of Blackmon Insurance Agency gave a brief presentation to the Board regarding AMIC liability insurance and answered questions. He advised that as long as the Directors act within the realm of the Board of the Utilities they are covered, unless they act outside the parameters of their obligations as a Board member, then they would not have coverage. Mr. Johnston asked Mrs. Logiotatos about insurance coverage on the Utilities' bank accounts, particularly the SAFE program. Mrs. Logiotatos explained that with the State of Alabama, any bank is required to pledge securities so that if anything ever happens, that money is put aside as a reserve against the money we have in their bank. It has to happen for any municipality and any public entity, so we are covered by the FDIC and the SAFE Program Act of Alabama.

B. Audit Presentation by Mike Andreoli of Robertson, Andreoli & Covington, P.C.

Mike Andreoli, with Robertson, Andreoli & Covington, reviewed with the Board the Independent Auditors' Report for the years ending September 30, 2012 and 2011. Chairman Segalla asked if the deposits are in line with other utilities; Mr. Andreoli assured that they are. Mr. McElroy expanded on the comment that he felt that natural gas is easiest to run up a big gas bill with only securing a small deposit, and pointed out that some other utilities treat these "deposits" as non-refundable fees. Chairman Segalla expressed concern for a bad-debt problem to which Mrs. Logiotatos explained that Daphne Utilities did not have that problem but that any bad-debt is sent to an outside, aggressive collection agency. Chairman Segalla stressed his interest in the salaries and fringe benefits compared to revenue ratio of 28% which he felt was acceptable. Mr. Andreoli agreed that it is an acceptable percentage. He stressed in the findings the benefits of the cross-training within the Utility and that staffing to provide a fail-safe system is not a practical solution. He emphasized the last page, the Independent Auditors' Report on Compliance and Computation of Historical Debt Service Coverage Ratio, and pointed out that Daphne Utilities has enough income to cover the bond issues and bond debt and gave examples of how this Utility has turned around. Mr. Johnston requested information on the retirement vested employees. Deloris Brown advised she would have this information forthcoming. Teresa Logiotatos recognized her staff for their hard work during the audit.

C. Municipal Water Pollution Prevention (MWPP) (Resolution under Board Action)

Danny Lyndall gave a short presentation to the Board on the annual Municipal Water Pollution Prevention explaining the necessity of the approval of the Resolution presented. Chairman Segalla inquired about medications that are disposed of into our system. Danny Lyndall answered that we do not have any way of knowing if it has entered into our system. Lon Johnston acknowledged a near-perfect compliance record that Daphne Utilities maintains, as well as the Golden Manhole Award Danny Lyndall was given.

VII. BOARD ATTORNEY'S REPORT

Mr. Speegle had nothing further to add to his report and had no questions to answer from the Board.

VIII. FINANCIAL REPORT

Teresa Logiotatos highlighted points in the financial summary of her report, mentioning the impact fees transfer to the reserve account, customer deposits set aside in an account at Bryant Bank that are not part of the operating funds, funds are also located in two other banks so as to not have all our funds at one financial institution, and she explained the checks issued to the Retirement Systems of Alabama. She addressed the special report inserted in the Board book. Chairman Segalla asked to have it prepared for another month.

IX. GENERAL MANAGER'S REPORT

A. GM Report

Rob McElroy also congratulated Danny Lyndall for being recognized within the entire utility industry with the Golden Manhole award. Mr. McElroy emphasized the visit from Huber Technology with the purpose to film the City of Daphne and Daphne Utilities to use for their marketing efforts. He updated the Board on the upcoming Yelding Tree Dedication. Lon Johnston requested follow-up with the City Council of the completion of the sewerage of the balance of the City of Daphne. Mr. McElroy advised that he would coordinate with Ray Moore of HMR to make that presentation to the City Council.

Deloris Brown had nothing further to add to her report other than informing the Board of a new employee, Aaron Durgin, in Jim Caudle's department.

Danny Lyndall pointed out to the Board of additional regulatory UCMR3 testing relating to contaminants required by our Utilities as well as the No-Lead-Brass program of which we are federally mandated to participate.

Melinda Immel had nothing to include to her report.

Janice Daniel, sitting in the Administrative Services Manager Drew Klumpp, had nothing to add to the report.

Ray Moore had nothing to add to his report.

X. BOARD ACTION –

A. RESOLUTION 2013-02 – Appointment of Finance Committee

MOTION BY Lon Johnston approve Resolution 2013-02 Appointment of Finance Committee; Seconded by Fenton Jenkins.

AYE: FRY, JENKINS, JOHNSTON, SEGALLA,

ABSENT: HAYGOOD

ABSTAIN:

MOTION CARRIED

B. RESOLUTION 2013-03 - Municipal Water Pollution Prevention (MWPP)

MOTION BY Randy Fry approve Resolution 2013-03 Municipal Water Pollution Prevention; Seconded by Lon Johnston.

AYE: FRY, JENKINS, JOHNSTON, SEGALLA,

ABSENT: HAYGOOD

ABSTAIN:

MOTION CARRIED

XI. PUBLIC PARTICIPATION – None

XII. BOARD COMMENTS –

Randy Fry thanked everyone for the job that they do along with the quality of coverage of important issues at the meeting. Chairman Segalla thanked Mike Andreoli and his firm for an excellent audit along with Mrs. Logiotatos and her staff.

XIII. ADJOURNMENT –

MOTION BY Lon Johnston to adjourn the meeting;

AYE: FRY, JENKINS, JOHNSTON, SEGALLA

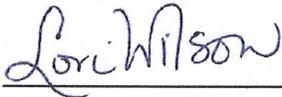
ABSENT: HAYGOOD

ABSTAIN:

MOTION CARRIED

The meeting adjourned at 5:54 pm.

Preceding minutes submitted to the Daphne Utilities Board by:



Lori Wilson, Executive Assistant, Daphne Utilities

**REPORT
OF
OFFICERS**

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY**

Permit No. _____

DIVISION _____ DISTRICT _____

THIS AGREEMENT, entered into this the ____ day of _____, 20____, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between _____

_____ on Route _____, the APPLICANT agrees to maintain the vegetative cover in the _____ by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches _____ inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounting of the clippings or other incidental debris occurs.

In accepting the above, the Department of Transportation and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise the Department of Transportation reserves the right to remedy this situation in the most expedient manner.

2. The Department of Transportation is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. Signs used must be in accordance with the latest version of the MUTCD currently in use by ALDOT.
3. If Department of Transportation construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of the Department of Transportation to establish a stand of vegetative cover if deemed necessary by the Department of Transportation and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by the Department of Transportation.
4. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.
5. All work shall be subject to the inspection and approval of the Alabama Department of Transportation. Description of the proposed work must accompany this and any associated proposal. If the maintenance is not conducted as specified herein, the Department of Transportation shall assume maintenance and this Agreement will be invalid. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant applicant any right, title, or claim on any highway right-of-way.
6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.
7. The APPLICANT shall be solely responsible for and hold harmless the Alabama Department of Transportation for any claim for damage done to existing private property, public utility, or the traveling public.
8. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.
9. Failure of the APPLICANT to conform to the provisions of this Agreement will be cause to terminate this Agreement. Notification prior to termination will be made by the Department of Transportation.
10. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

The above conditions are agreed upon:

Name of APPLICANT:

BY _____
Name and Title Date

BY _____
Name and Title Date

BY _____
Name and Title Date

Telephone Number

For the Alabama Department of Transportation:

District Manager Date

Division Engineer Date

Maintenance Engineer Date

**Cooperative Maintenance Agreement
City of Daphne — ALDOT 9th Division
Quadrants of the SR181/I 10 Exchange**

State Road 181

Subject ROW
4 Quadrants

I - 10



NORTH

RESOLUTIONS

&

ORDINANCES

CITY OF DAPHNE

RESOLUTION 2013-38

Resurfacing 1.895 miles on Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop

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

1. That the City of Daphne, Alabama enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

The resurfacing on Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop. Length- 1.895 miles. Project# ACOA59010-ATRP (001); ATRIP# 02-01-22

Which Agreement is before this Council;

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf; and
3. That the agreement be attested by the City Clerk and the seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk, Finance Director, and Public Works Director.

ADOPTED AND APPROVED this _____ day of _____, 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

I, the undersigned qualified and acting clerk of the City of Daphne, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution passed and adopted by the City Council of the City of Daphne at a regular meeting of such Council held on the ____ day of _____, 2013, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the _____ day of _____, 2013.

Rebecca A. Hayes, City Clerk

RESOLUTION 2013-39

A Resolution Authorizing Issuance of a Credit Card for Procurement

WHEREAS, Resolution 1996-45 adopted July 15, 1996, authorized the issuance of a City of Daphne credit card to certain department heads and employees; and

WHEREAS, purchases for equipment, supplies, services, and other items from a large number of vendors require payment by credit card, and

WHEREAS, the City's current policies for departmental credit cards and credit limits associated with the departmental credit cards do not provide a sufficient means to purchase certain purchases of such items, and

WHEREAS, it is advantageous for the City of Daphne to not have to limit vendor selection based on payment terms, and

WHEREAS, a credit card for procurement would streamline the procurement process for certain high-dollar purchases and increase operational efficiency, and

WHEREAS, the City of Daphne now deems it necessary to authorize the issuance of an additional credit card for in an amount up to \$30,000 as approved by the credit card company for procurement purposes

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Daphne that Section 1 of Resolution 1996-45 is hereby amended to include this additional credit card assigned to either the Mayor or Finance Director for procurement. All other provisions of Resolution 1996-45 remain in full force and effect.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this _____ day of _____, 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

**CITY OF DAPHNE
ORDINANCE NO. 2013-31**

AN ORDINANCE TO REGULATE PUBLIC INDECENCY

WHEREAS the City Council of the City of Daphne desires separate the regulation of Public Indecency from the regulation of Sexually Oriented Businesses and Tattoo Facilities; and

WHEREAS the City Council of the City of Daphne will pass an ordinance regulating Sexually Oriented Businesses and Tattoo Facilities concurrently herewith.

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

PUBLIC INDECENCY

A)

Definitions. As used in this section, the following words and terms shall have the following meanings:

- (1) *Nude* (Nudity). The showing, display or appearance of:
 - (a) All or any part of the human male or female genitals, pubic area or anus with less than a fully opaque covering;
 - (b) More than two-thirds (2/3) of the buttocks of the human male or female with less than a fully opaque covering;
 - (c) Any portion of the human female areola or nipple with less than a fully opaque covering; or
 - (d) The covered male genitals in a discernibly turgid state.
- (2) *Public Place.* Means any location which is frequently by the public, or where the public is present or likely to be present, or where a person may reasonably be expected to be observed by members of the public or is otherwise visible to members of the public. Public Places include, but are not limited to, streets, sidewalks, parks, beaches, business and commercial establishments (whether for profit or not-for-profit and whether open to the public at large or whether entrance is limited by age restrictions, cover charges, or membership requirements), bottle clubs, hotels, motels, restaurants, night clubs, country clubs, cabarets and meeting facilities utilized by any religious, social, fraternal, charitable or other organizations. Premises used solely as a private residence, whether permanent or temporary in nature, shall not be deemed a

Public Place. Public Place shall not include enclosed single sex public restrooms, enclosed single sex functional showers, locker and/or dressing room facilities, enclosed motel rooms and hotel rooms designed and intended for sleeping accommodations, doctor's offices, portions of hospitals and similar places in which Nudity or exposure is necessarily and customarily expected outside of the home and the sphere of privacy constitutionally protected herein.

(3) *Sexual Activity*. Activities consisting of the following:

- (a) The stimulation, fondling or touching of male or female human genital organs or anus.
- (b) The stimulation, fondling or touching of the female breast.
- (c) Flagellation, torture, fettering, binding or other physical restraint of any persons in a sexual relationship.

(4) *Topless*. The exposing of any portion of the human female breast below a horizontal line across the top or the areola at its highest point or simulation thereof excluding any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit or outerwear apparel.

B)

Public indecency. It shall be unlawful for any person in a Public Place in the corporate limits or police jurisdiction of the City of Daphne to knowingly, intentionally or recklessly:

- (1) Engage in actual or simulated sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, excretory functions;
- (2) Appear or suffer or permit another person to appear Nude or in a state of Nudity;
- (3) Fondle, touch or otherwise come in direct or indirect contact with the genitals of himself, herself, or another person;
- (4) Fondle, touch or otherwise come in direct or indirect contact with the female breasts of another person or to permit another person fondling, touching or otherwise coming in direct or indirect contact with a female's breasts;
- (5) Display films, motion pictures, or other photographic reproductions which depict Nudity or Sexual Activity unless done in the operation of a Sexually Oriented Business as so provided under the Community Standards Ordinance;

- (6) Display instruments or devices (excluding contraceptives) which are used in Sexual Activity unless done in the operation of a Sexually Oriented Business as so provided under the Community Standards Ordinance;

C)

Public indecency in establishment dealing in alcoholic beverages.

- (1) No person shall expose, show or display to public view his or her genitals, pubic area, vulva, anus, anal clef or cleavage or any simulation of such act in an establishment dealing in alcoholic beverages.
- (2) No female person shall appear Topless in an establishment dealing in alcoholic beverages.
- (3) No person maintaining, owning or operating an establishment dealing in alcoholic beverages shall suffer or permit any person to expose, show or display to the public view his or her genitals, pubic area, vulva, anus, anal clef or cleavage or simulation of such act within the establishments dealing in alcoholic beverages.
- (4) No person maintaining, owning or operating an establishment dealing in alcoholic beverages shall suffer or permit any female person to appear Topless within the establishment dealing in alcoholic beverages.
- (5) No person shall engage in and no person maintaining, owning or operating an establishment dealing in alcoholic beverages shall suffer or permit any sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, any sexual act which is prohibited by law, touching, caressing or fondling of the breasts, buttocks, anus or genitals or the simulation of such acts within an establishment dealing in alcoholic beverages.
- (6) No person shall cause and no person maintaining, owning or operating an establishment dealing in alcoholic beverages shall suffer or permit the exposition of any graphic representation, including, but not limited to, pictures or the projection of film or image, which depicts human genitals, pubic area, vulva, anus, anal cleft or cleavage, Topless female(s), sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, any sexual act prohibited by law, touching, caressing or fondling of the breasts, buttocks, anus or genitals or any simulation of such acts within any establishment dealing in alcoholic beverages.

D)

Penalty. Any person found guilty of violating any provision of this Ordinance shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment for a period not exceeding six (6) months, or both, in the discretion of the municipal judge.

SEVERABILITY

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held to be unconstitutional or invalid, such decision shall not affect or impair the remainder of this Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independently of each other.

REPEALER

Ordinance No. 2003-09 is hereby repealed in its entirety. All other City Ordinances or parts thereof in conflict with the provision of this Ordinance, in so far as they conflict, are hereby repealed.

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 MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this the ___ day of _____ 2013.

CITY OF DAPHNE

ATTEST:

DANE HAYGOOD, MAYOR

REBECCA A. HAYES, CITY CLERK

**CITY OF DAPHNE, ALABAMA
ORDINANCE NO. 2013-37**

**Ordinance to Rezone Property Located
Southwest of the intersection of Park Drive and Tallent Lane,
East of the Daphne Sports Complex
Earth, Inc.**

WHEREAS, Earth, Inc., as the owner of certain real property located within the City of Daphne, Alabama, has requested that said property be rezoned from R-3, High Density Single Family Residential District to R-6 (G), Garden or Patio Home District; and,

WHEREAS, said real property is located southwest of the intersection of Park Drive and Tallent Lane, east of the Daphne Sports Complex, and more particularly described as follows:

DESCRIPTION OF PROPERTY TO BE REZONED FROM R-3, HIGH DENSITY SINGLE FAMILY RESIDENTIAL, TO AND R-6(G) GARDEN OR PATIO HOME:

Legal Description:

Beginning at the Southwest corner of Lot 27, Northern Division of Jackson Oaks Subdivision, as recorded in Map Book 3, Page 28 and recorded in Map Book 7, Page 36 Probate Court Records, Baldwin County, Alabama, run North 88°-49'-48" East, along the South line of said Lot 27, a distance of 271.86 feet; thence North 89°-13'-17" East, along the South line of Lot 28 In said subdivision, a distance of 226.43 feet; thence South 00°-39'-37" West, along the West right-of-way line of Tallent Lane, 19.86 feet; thence South 89°-07'-36" West, along the North boundary of property now or formerly of Revelation Missionary and property now or formerly of Felix B. Harrison, a distance of 414.49 feet; thence South 00°-16'-05" East, along the West line of said Harrison property and said Revelation Missionary property, a distance of 419.4 feet; thence North 89°-14'-00" East, along the South boundary of said Revelation Missionary property, a distance of 400.6 feet; thence South 00°-08'-04" East, along the West line of property now or formerly of the City of Daphne, 417.85 feet; thence South 89°-15'-47" West, along the North boundary of property now or formerly of Plan B Investments, LLC, a distance of 499.17 feet; thence North 00°-05'-40" West, along the East line of property now or formerly of the City of Daphne, a distance of 855.55 feet to the Point of Beginning.

WHEREAS, at the City of Daphne Planning Commission meeting on May 2, 2013 the Commission considered said request and failed to set forth an unfavorable recommendation which is no recommendation to the City Council of the City of Daphne that said property be rezoned; and,

WHEREAS, due notice of said proposed rezoning has been provided to the public as required by law through publication and open display at the Daphne Public Library and City Hall, a public hearing was held before the City Council on June 17, 2013; and,

WHEREAS, the City Council of the City of Daphne after due consideration and upon consideration of the recommendation of the Planning Commission, and the public hearing deemed that said application for rezoning of the above described real property is proper and in the best interest of the health, safety and welfare of the citizens of the City of Daphne, Alabama.

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

SECTION I: ZONING

That above described real property is hereby rezoned from R-3, High Density Single Family Residential District to R-6 (G), Garden or Patio Home District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change.

SECTION III: REPEALER.

All other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed.

SECTION IV: SEVERABILITY.

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence, or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of said Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence, and part thereof separately and independently of each other.

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 after publication as required by law.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2013.

Dane Haygood,
Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

EARTH, INC.

ZONING AMENDMENT REVIEW

**SOUTHWEST OF THE INTERSECTION OF PARK DRIVE
AND TALLENT LANE, EAST OF THE DAPHNE
SPORTS COMPLEX**

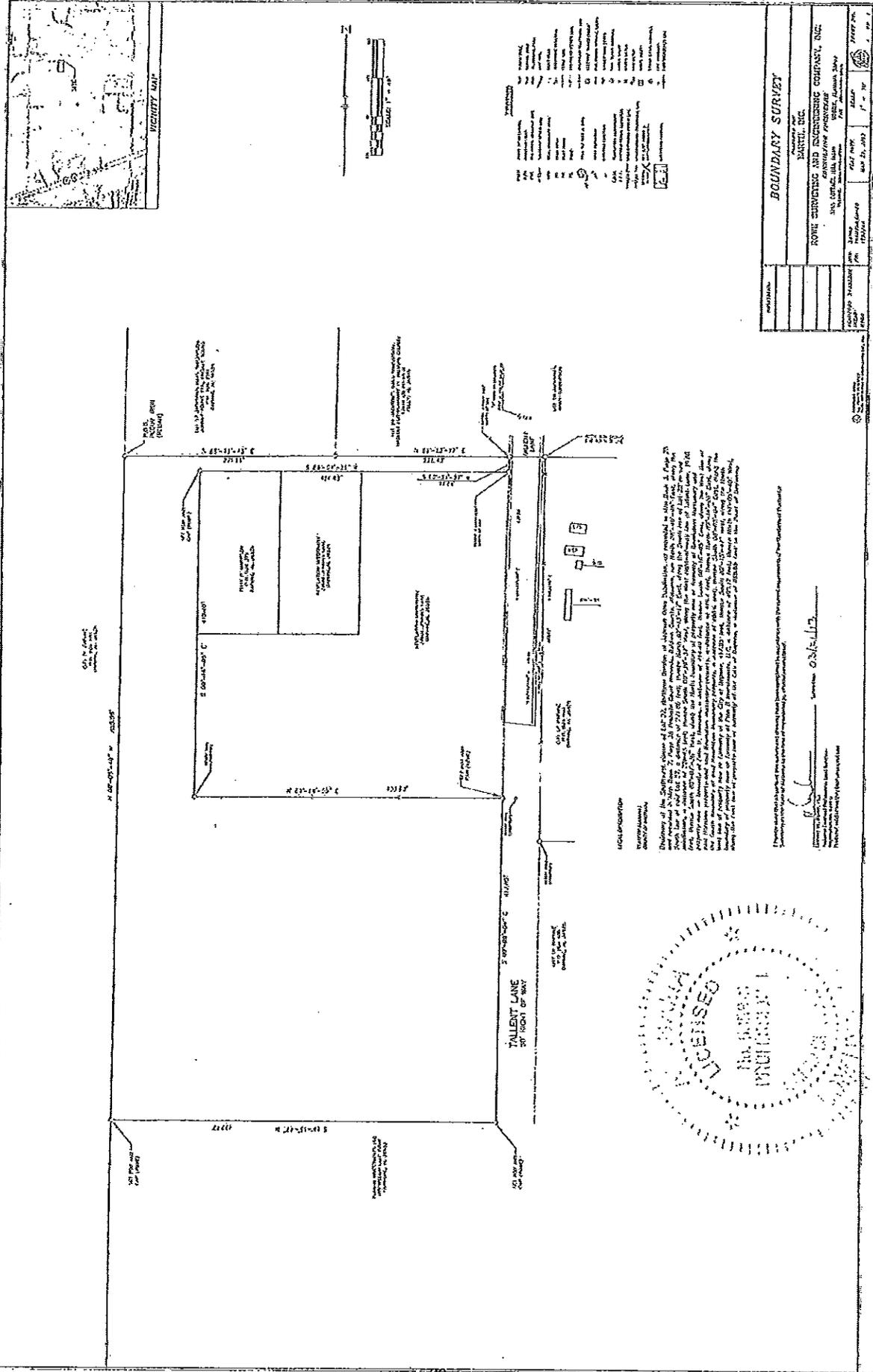
EXHIBIT "A"

**STATE OF ALABAMA)
COUNTY OF BALDWIN)**

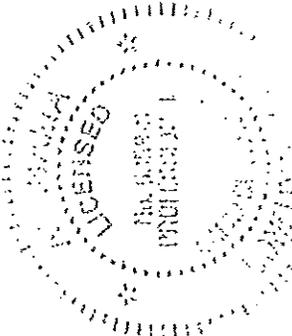
**DESCRIPTION OF PROPERTY TO BE REZONED FROM R-3, HIGH DENSITY
SINGLE FAMILY RESIDENTIAL, TO AND R-6(G) GARDEN OR PATIO
HOME:**

Beginning at the Southwest corner of Lot 27, Northern Division of Jackson Oaks Subdivision, as recorded in Map Book 3, Page 28 and recorded in Map Book 7, Page 36 Probate Court Records, Baldwin County, Alabama, run North 88°-49'-48" East, along the South line of said Lot 27, a distance of 271.86 feet; thence North 89°-13'-17" East, along the South line of Lot 28 In said subdivision, a distance of 226.43 feet; thence South 00°-39'-37" West, along the West right-of-way line of Tallent Lane, 19.86 feet; thence South 89°-07'-36" West, along the North boundary of property now or formerly of Revelation Missionary and property now or formerly of Felix B. Harrison, a distance of 414.49 feet; thence South 00°-16'-05" East, along the West line of said Harrison property and said Revelation Missionary property, a distance of 419.4 feet; thence North 89°-14'-00" East, along the South boundary of said Revelation Missionary property, a distance of 400.6 feet; thence South 00°-08'-04" East, along the West line of property now or formerly of the City of Daphne, 417.85 feet; thence South 89°-15'-47" West, along the North boundary of property now or formerly of Plan B Investments, LLC, a distance of 499.17 feet; thence North 00°-05'-40" West, along the East line of property now or formerly of the City of Daphne, a distance of 855.55 feet to the Point of Beginning.

EXHIBIT B



BOUNDARY SURVEY	
PREPARED BY	ROTH ENGINEERING AND ENGINEERING COMPANY, INC.
DATE	APR 27, 1953
PROJECT NO.	100-100-100
SCALE	1" = 40'
BY	W. H. ROTH
CHECKED BY	W. H. ROTH
APPROVED BY	W. H. ROTH
REVISIONS	



Division of the Department of Public Safety, State of Illinois, is hereby notified that the above described property is being surveyed by the undersigned Surveyor, and that the same is being surveyed for the purpose of subdividing the same into lots for sale. The Surveyor is hereby notified that the above described property is being surveyed for the purpose of subdividing the same into lots for sale. The Surveyor is hereby notified that the above described property is being surveyed for the purpose of subdividing the same into lots for sale.

**CITY OF DAPHNE
ORDINANCE NO. 2013-38**

AN ORDINANCE REGULATING COMMUNITY STANDARDS

WHEREAS, based on the evidence contained in Jules B. Gerard & Scott D. Bergthold entitled: *Local Regulation of Adult Businesses* (2013 ed.) along with the studies and various court decisions cited therein, the City Council of the City of Daphne has determined that Sexually Oriented Businesses (hereinafter defined) have negative secondary effects and are often associated with crime, downgrading of real property values and sexual exploitation; and

WHEREAS the City Council of the City of Daphne desires to minimize the negative secondary effects of Sexually Oriented Businesses in order to protect the public health, safety and welfare of the citizens, preserve the quality of life, property values and character of the City of Daphne and deter the spread of urban blight; and

WHEREAS it is the intent of the City Council of the City of Daphne to enact a content-neutral ordinance regulating Sexually Oriented Businesses to further a compelling governmental interest of minimizing the negative secondary effects of Sexually Oriented Businesses in the City of Daphne; and

WHEREAS it is not the intent of the City Council of the City of Daphne to suppress any speech activities protected by the United States Constitution or the Alabama Constitution;

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

COMMUNITY STANDARDS

Section I Definitions. As used in this section, the following words and terms shall have the following meanings:

Adult Cabaret/Entertainment Facility. A nightclub, bar, theater, concert hall, auditorium, restaurant or similar establishment which, having entertainment, staff, live performances or appearances by Nude or Topless females, or entertainment, live performances or appearances characterized by their emphasis on matters depicting, describing or relating to Nudity or Sexual Activity.

Adult Companionship Establishment. An establishment of business which provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by their emphasis on matters depicting, describing or relating to Nudity or Sexual Activity.

Adult Novelty/Book Store. An establishment which, as one of its Profit Centers, offers for sale or rental books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, slides, tapes, records, compact disks or other form of visual or audio representations or instruments, devices, games, costumes, props or paraphernalia (excluding contraceptives) which are distinguished or characterized by their emphasis on matters depicting, describing or relating to Nudity or Sexual Activity.

Adult Theater. A commercial establishment where films, motion pictures, or other photographic reproductions are regularly shown or created which are distinguished or characterized by their emphasis on matters depicting, describing or relating to Nudity or Sexual Activity.

Distinguished or characterized by. To be “distinguished or characterized by” means the essential character or quality of an item. As applied in this ordinance, no business shall be classified as a Sexually Oriented Business by virtue of showing, selling, or renting materials rated NC-17 or R by the Motion Picture Association of America.

Minor. Any unmarried person under the age of eighteen (18) years who is not emancipated. An emancipated minor is or has been married or has by court order otherwise been legally freed from the care, custody, and control of his or her parents.

Nude (Nudity). The showing, display or appearance of:

- (1) All or any part of the human male or female genitals, pubic area or anus with less than a fully opaque covering;
- (2) More than two-thirds (2/3) of the buttocks of the human male or female with less than a fully opaque covering;
- (3) Any portion of the human female areola or nipple with less than a fully opaque covering; or
- (4) The covered male genitals in a discernibly turgid state.

Profit Center. A collection of related products, items or services which could be treated as a separate, stand-alone section of the business generating its own profits and losses.

Sexual Activity. Activities consisting of the following:

- (1) The stimulation, fondling or touching of male or female human genital organs or anus;
- (2) The stimulation, fondling or touching of the female breast; or
- (3) Flagellation, torture, fettering, binding or other physical restraint of any persons in a sexual relationship.

Sexually Oriented Businesses. Adult Cabaret/Entertainment Facilities, Adult Companionship Establishment, Adult Novelty/Book Stores or Adult Theaters.

Sexually Oriented Business Permit. As defined in Section II of this Ordinance.

Tattoo Facility. The geographic location at which an individual does one or more of the following for compensation:

- (1) Places an indelible mark upon the body of another individual by the insertion of a pigment in or under the skin.
- (2) Places an indelible design upon the body of another individual by production of scars.
- (3) The perforation of human tissue other than ear for a nonmedical purpose.

Topless. The exposing of any portion of the human female breast below a horizontal line across the top or the areola at its highest point or simulation thereof excluding any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit or outerwear apparel.

Section II Sexually Oriented Businesses.

A. Location Restrictions of Sexually Oriented Businesses.

1. Sexually Oriented Businesses are prohibited within one thousand (1,000) feet of the following:
 - i. A public or private elementary or secondary school.
 - ii. A family day care, day care center for children, nursery, or preschool.
 - iii. A church or other facility or institution used primarily for religious purposes.
 - iv. A public park or trail system.
 - v. A Tattoo Facility.
 - vi. Another Sexually Oriented Business

2. Sexually Oriented Businesses are prohibited within five hundred (500) feet of a residential zone or any single family or multiple-family residential use.
3. Sexually Oriented Businesses shall only be permitted in the Commercial/Industrial Zone (C/I) by right and in the General Business Zone (B-2) with Planning Commission Approval, as defined in Land Use and Development Ordinance, and shall not be permitted or permitted by special exception in any other district. The table of permitted uses within the Land Use Development Ordinance shall be updated to reflect the location restrictions contained in this section.
4. No more than one Sexually Oriented Business shall be permitted within one unified development or shopping center.
5. The location restrictions and requirements contained in this section shall not apply to Sexually Oriented Businesses existing within the City of Daphne prior to the adoption of this Ordinance or to newly annexed properties where Sexually Oriented Businesses were operating for a period of 3 months immediately prior to annexation.

B. Hours of Operation. No Sexually Oriented Businesses shall be open to do business before eight o'clock a.m. (8:00 a.m.), and no Sexually Oriented Businesses shall be open to do business after twelve o'clock (12:00) midnight. No Sexually Oriented Businesses shall be open to do business on Sunday.

C. Permitting.

1. It shall be unlawful to operate a Sexually Oriented Business in the City of Daphne without a valid Sexually Oriented Business Permit.
2. An applicant for a Sexually Oriented Business Permit shall file in person with the Department of Community Development a completed application made on a form provided by the Department of Community Development accompanied by an application fee of \$50.00.
3. An application for an Sexually Oriented Business Permit shall contain:
 - i. Applicant's full name and any other names used by the applicant in the past five (5) years;
 - ii. Written proof of the age of the applicant in the form of a driver's license or other picture identification document issued by a governmental agency;
 - iii. Current business or mailing address of the applicant.

- iv. The proposed name of the proposed Sexually Oriented Business;
 - v. The proposed location of the proposed Sexually Oriented Business; and
 - vi. A legal description of the property where the Sexually Oriented Business is proposed to be located.
4. An application containing all items required by this section shall be considered complete. Within thirty (30) days of the submission of a completed application, the Department of Community Development shall issue a permit unless:
- i. The applicant is a minor;
 - ii. The location of the proposed Sexually Oriented Business is not in compliance with the locational requirement of this ordinance; or
 - iii. The application fee required by the Department of Community Development has not been paid.
5. The Sexually Oriented Business Permit shall not, and does not, relieve the applicant of other relevant licensing or permitting requirements.

D. Alcoholic Beverages.

- 1. An establishment dealing in alcoholic beverages shall not offer for sale or rental books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, slides, tapes, records, compact disks or other form of visual or audio representations or instruments, devices, games, costumes, props or paraphernalia which are distinguished or characterized by their emphasis on matters depicting, describing or relating to Nudity or Sexual Activity.
- 2. An establishment dealing in alcoholic beverages shall not show or create films, motion pictures, or other photographic reproductions which are distinguished or characterized by their emphasis on matters depicting, describing or relating to Nudity or Sexual Activity.
- 3. An Adult Cabaret/Entertainment Facilities and Adult Companionship Establishment shall not deal in alcoholic beverages.

E. Restrictions on Minors.

- 1. A Sexually Oriented Business shall not employ a minor.
- 2. A Sexually Oriented Business shall not permit minors within its commercial establishment unless the Sexually Oriented Business

obtains the prior written informed consent of the parent or legal guardian of the minor. The parent or legal guardian of the minor shall execute the written informed consent required under this subsection in the presence of an employee or agent of that Sexually Oriented Business.

Section III Tattoo Facilities.

(1) Location Restrictions of Tattoo Facilities.

- a. Tattoo Facilities are prohibited within five hundred (500) feet of the following:
 - i. A public or private elementary or secondary school.
 - ii. A family day care, day care center for children, nursery, or preschool.
 - iii. A church or other facility or institution used primarily for religious purposes not located in a commercial building or facility.
 - iv. A public park or trail system.
 - v. A Sexually Oriented Business.
 - vi. Another Tattoo Facility.
- b. Tattoo Facilities are prohibited within two hundred and fifty (250) feet of a residential zone or any single family or multiple-family residential use.
- c. Tattoo Facilities shall only be permitted in the General Business Zone (B-2) by right and in the Local Business Zone (B-1) with Planning Commission Approval, as defined in Land Use and Development Ordinance. The table of permitted uses within the Land Use Development Ordinance shall be updated to reflect the location restrictions contained in this section.
- d. No more than two Tattoo Facilities shall be permitted within one unified development or shopping center.
- e. The location restrictions and requirements contained in this section shall not apply to Tattoo Facilities existing within the City of Daphne prior to the adoption of this Ordinance or to newly annexed properties where Sexually Oriented Businesses were operating for a period of 3 months immediately prior to annexation.

(2) Hours of Operation. No Tattoo Facilities shall be open to do business before eight o'clock a.m. (8:00a.m.), and no Tattoo Facilities shall be open to do business after twelve o'clock (12:00) midnight.

(3) Alcoholic Beverages. A Tattoo Facility shall not deal in alcoholic beverages.

Section IV Miscellaneous.

(1) Distance Measurement. The distances provided in this Ordinance shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel upon which the proposed use is to be located, to the nearest point of the parcel of property or the land use district boundary line from which the proposed land use is to be separated.

(2) City or State Regulation. Nothing in this Ordinance is intended to authorize, legalize or permit the establishment, operation or maintenance of any business, building or use which violates any city regulation or statute of the State of Alabama.

(3) Penalty. Any person found guilty of violating any provision of this Ordinance shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than the maximum amount permitted under state law per day a violation has occurred, or by imprisonment for a period not exceeding six (6) months, or both, in the discretion of the municipal judge. Any violation of this section shall be a basis for suspension or revocation of any permits or licenses granted to the person found in violation of this section.

(4) Severability. The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held to be unconstitutional or invalid, such decision shall not affect or impair the remainder of this Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independently of each other.

(5) Headings. All headings contained in this Ordinance are for reference only and shall no limit, modify or affect the meaning or interpretation of this Ordinance in any matter.

(6) Repealer. This Ordinance shall lift the moratorium placed on the “establishment of adult entertainment stores and tattoo parlors in the City of Daphne” enacted on February 4, 2013.

(7) 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 MAYOR AND CITY COUNCIL OF
THE CITY OF DAPHNE, ALABAMA ON THIS THE ____ DAY OF
_____, 2013.**

CITY OF DAPHNE

DANE HAYGOOD, MAYOR

ATTEST:

REBECCA A. HAYES, CITY CLERK

ORDINANCE NO. 2013 – 39

**Ordinance to Rezone Property Located Southwest of the Intersection of Pollard Road and County Road 64
John & Deborah Kim**

WHEREAS, the owners of certain real property within the City of Daphne, Alabama, have requested that said property be rezoned from R-2, Medium Density Single Family Residential District to B-3, Professional Business District, said property is located Southwest of the intersection of Pollard Road and County Road 64 being more particularly described as follows:

Legal Description:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1, 2, AND 3 AUDUBON PARK SUBDIVISION AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00-DEGREES 30-MINUTES 41-SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD (80' RIGHT-OF-WAY) A DISTANCE OF 221.48 FEET; THENCE RUN NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 79.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 110.42 FEET; THENCE RUN NORTH 00-DEGREES 31-MINUTES 33-SECONDS EAST, 180.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 64 (80' RIGHT-OF-WAY); THENCE RUN NORTH 89-DEGREES 36-MINUTES 21-SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 110.44 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; THENCE RUN SOUTH 00-DEGREES 31-MINUTES 36-SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 181.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.46 ACRES, MORE OR LESS.

WHEREAS, the Planning Commission of the City of Daphne on June 11, 2013 has considered said request and set forth an *unanimous unfavorable recommendation* to the City Council of the City of Daphne that said property be rezoned; and

WHEREAS, after proper publication, a public hearing was held by the City Council on Monday, July 15, 2013 concerning the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that said property described above is hereby rezoned from R-2, Medium Density Single Family Residential District to B-3, Professional Business District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____, day of _____ 2013.

Dane Haygood,
Mayor

ATTEST:

Rebecca A. Hayes,
City Clerk

**JOHN & DEBORAH KIM
ZONING AMMENDMENT REVIEW**

**SOUTHWEST OF THE INTERSECTION OF
POLLARD ROAD AND COUNTY ROAD 64**

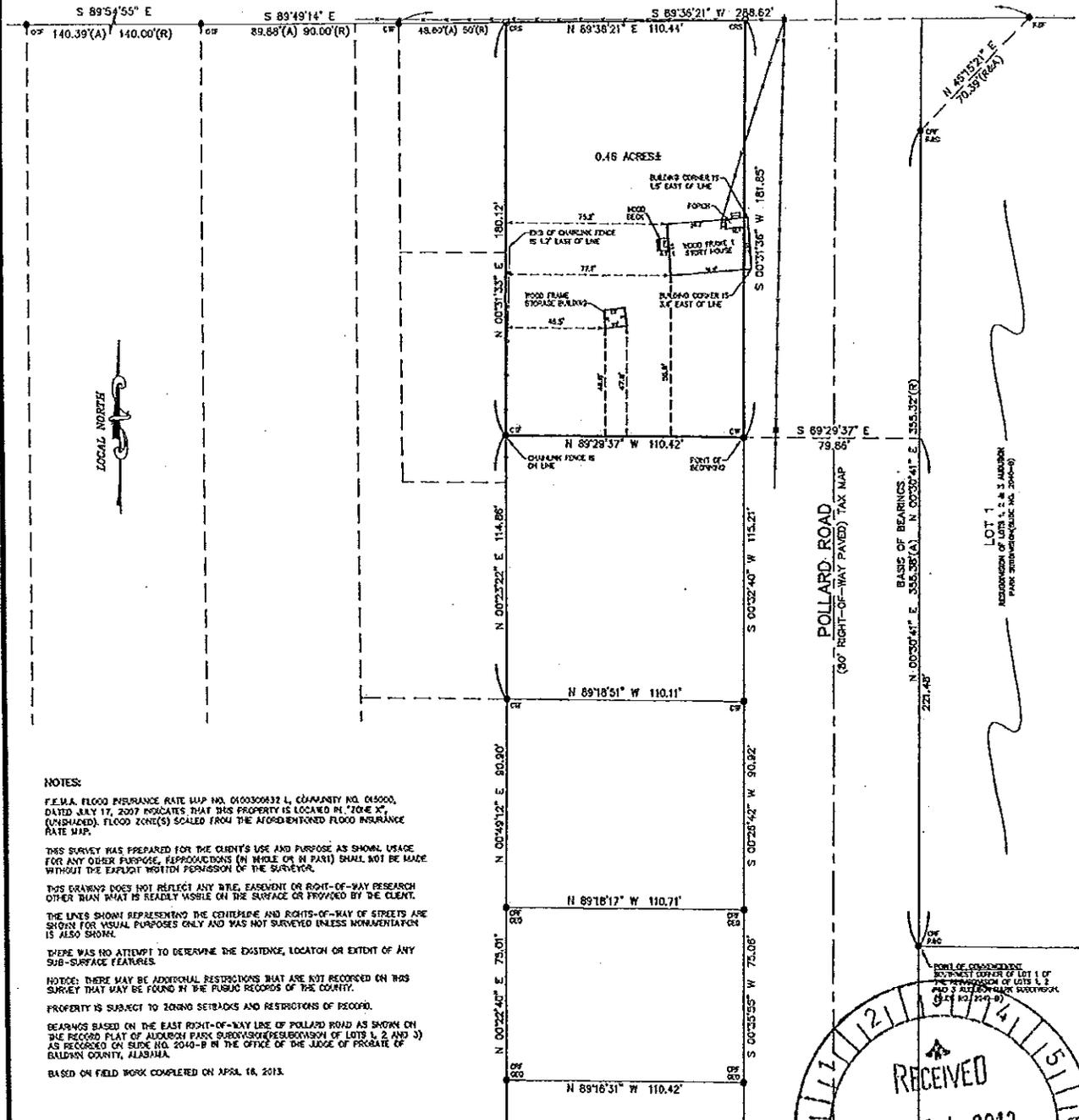
EXHIBIT "A"

**STATE OF ALABAMA
COUNTY OF BALDWIN**

**DESCRIPTION OF PROPERTY TO BE REZONED FROM (R-2) MEDIUM DENSITY SINGLE
FAMILY RESIDENTIAL, TO (B-3) PROFESSIONAL BUSINESS**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1, 2, AND 3 AUDUBON PARK SUBDIVISION AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00-DEGREES 30-MINUTES 41-SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD (80' RIGHT-OF-WAY) A DISTANCE OF 221.48 FEET; THENCE RUN NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 79.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89-DEGREES 29-MINUTES 37-SECONDS WEST, 110.42 FEET; THENCE RUN NORTH 00-DEGREES 31-MINUTES 33-SECONDS EAST, 180.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 64 (80' RIGHT-OF-WAY); THENCE RUN NORTH 89-DEGREES 36-MINUTES 21-SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 110.44 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF POLLARD ROAD; THENCE RUN SOUTH 00-DEGREES 31-MINUTES 36-SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 181.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.46 ACRES, MORE OR LESS.

BALDWIN COUNTY HWY. NO. 64
(60' RIGHT-OF-WAY PAVED) TAX MAP



NOTES:

F.E.M.A. FLOOD INSURANCE RATE MAP NO. 010030032 L, COMMUNITY NO. 015000, DATED JULY 17, 2007 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X" (UNSHADED). FLOOD ZONE(S) SCALED FROM THE ABOVE-MENTIONED FLOOD INSURANCE RATE MAP.

THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE SURVEYOR.

THIS DRAWING DOES NOT REFLECT ANY D.E., EASEMENT OR RIGHT-OF-WAY RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.

THE LINES SHOWN REPRESENTING THE CENTERLINE AND RIGHTS-OF-WAY OF STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WAS NOT SURVEYED UNLESS MONUMENTATION IS ALSO SHOWN.

THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION OR EXTENT OF ANY SUB-SURFACE FEATURES.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

BEARINGS BASED ON THE EAST RIGHT-OF-WAY LINE OF POLLARD ROAD AS SHOWN ON THE RECORD PLAT OF ALABAMA PARK SUBDIVISION (RESUBDIVISION OF LOTS 1, 2 AND 3) AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA.

BASED ON FIELD WORK COMPLETED ON APRIL 16, 2013.

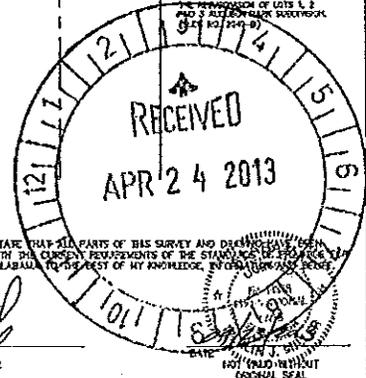
DESCRIPTIONS
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1, 2 AND 3 ALABAMA PARK SUBDIVISION AS RECORDED ON SLIDE NO. 2040-B IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 09°32'41\"/>

LEGEND	
0005	DAVED PEAR SIGN (0005)
0006	PAVED PEAR POLE
0007	OPEN TOP POLE (NOT FOUND)
0008	OPEN TOP POLE (NOT FOUND)
(R)	RECORD DATA
(I)	ACR/P/L DATA
---	DRAINAGE FENCE
---	OVERHEAD ELECTRICITY
▲	POWER POLE

STATE OF ALABAMA
COUNTY OF BALDWIN

I, MERLIN J. MILLER, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING WERE COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARD PRACTICE OF SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

MERLIN J. MILLER, P.L.S.
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 14568



AS-BUILT SURVEY FOR
JOHN KIM

PROJECT:	SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA
CONTRACT NO.:	KS148-1001
SCALE:	1" = 30'
DATE:	APR. 19, 2013
DRAWN BY:	SMT
APPROVED BY:	MJM
SHEET:	1 OF 1

McCrorry Williams
INCORPORATED
Engineers Surveyors

1024-B STANTON ROAD
DAPHNE, ALABAMA
36526
PHONE: (251) 825-2072
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EMAIL: dph@mcwilliams.com
CA 00895

ORDINANCE NO. 2013 – 40

Ordinance to Rezone Property Northwest of the Intersection of TimberCreek Subdivision and Interstate 10 Interstate-Baldwin Investment, LLC

WHEREAS, the owners of certain real property within the City of Daphne, Alabama, have requested that said property be rezoned from B-2, General Business District to R-6 (G), Garden or Patio Home District, said property is located Northwest of the intersection of TimberCreek Subdivision and Interstate 10 being more particularly described as follows:

Legal Description:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 28, T4S R2E , BALDWIN COUNTY, ALABAMA, THENCE RUN N 00° 02' 26" W 1323.41 FEET TO A POINT ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 123 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 89° 09' 40" E ALONG SAID PROJECTION LINE AND SAID SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT, AND ALONG THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, THIRD UNIT, AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 184 OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 1527.71 FEET TO THE NORTHWEST CORNER OF TIMBERCREEK, PHASE NINE (AMENDED PLAT), AS PER PLAT RECORDED ON SLIDE NO. 2056-D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 20° 51' 15" W ALONG THE WESTERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) A DISTANCE OF 296.10 FEET TO A POINT ON THE WEST TERMINUS OF PERSIMMON DRIVE; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID WEST TERMINUS OF PERSIMMON DRIVE RUN S 26° 13' 34" W 60.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PERSIMMON DRIVE, THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PERSIMMON DRIVE, RUN S 63° 46' 26" E 20.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 26° 13' 34" W 150.00 FEET, S 63° 46' 26" E 135.23 FEET, S 12° 39' 08" W 123.51 FEET, S 23° 27' 51" E 138.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG THE WEST TERMINUS OF PINE RUN, RUN S 15° 43' 34" W 250.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PINE RUN; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PINE RUN, RUN S 74° 16' 26" E 41.00 FEET TO A POINT ; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN S 15° 43' 34" W 222.16 FEET TO THE SOUTHWEST CORNER OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT); THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 78° 27' 58" E 130.46 FEET, S 83° 59' 10" E 167.69 FEET, S 58° 15' 04" E 308.72 FEET TO A POINT; THENCE RUN S 08° 26' 50" E 340.74 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 240.59 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 26' 50" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 33' 10" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 26' 50" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 1769.26 FEET TO A POINT;

THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO.10 RUN S 81° 31' 27" W 10.41 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 28' 33" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 31' 27" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 28' 33" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, THENCE RUN S 81° 31' 27" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 798.04 FEET TO A POINT ON THE CENTERLINE OF A NATURAL DRAIN; THENCE ALONG SAID CENTERLINE OF A NATURAL DRAIN, RUN AS FOLLOWS: N 27° 11' 27" W 182.77 FEET, N 41° 34' 42" W 146.10 FEET, N 57° 14' 28" W 276.05 FEET, N 30° 58' 45" W 144.94 FEET, N 48° 54' 33" W 263.34 FEET, N 48° 17' 00" W 273.03 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SENIOR DOUGLAS SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 116 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 89° 43' 17" E 419.65 FEET TO THE SOUTHEAST CORNER OF SAID SENIOR DOUGLAS SUBDIVISION; THENCE RUN N89° 25' 13" E 1321.85 FEET TO THE POINT OF BEGINNING. CONTAINING 97.4945 ACRES.

WHEREAS, the Planning Commission of the City of Daphne on June 11, 2013 has considered said request and set forth an *unanimous favorable recommendation* to the City Council of the City of Daphne that said property be rezoned; and

WHEREAS, after proper publication, a public hearing was held by the City Council on Monday, July 15, 2013 concerning the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that said property described above is hereby rezoned from B-2, General Business District to R-6 (G), Garden or Patio Home District, and that the zoning ordinance and zoning map be amended to reflect the said zoning change.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____, day of _____ 2013.

Dane Haygood,
Mayor

ATTEST:

Rebecca A. Hayes,
City Clerk

INTERSTATE-BALDWIN INVESTMENT, L.I.C.

ZONING AMENDMENT

NORTH OF WOODROW LANE, WEST OF TIMBERCREEK, PHASE NINE

EXHIBIT "A"

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM B-2 TO R-6(G) :

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 28, T4S R2E , BALDWIN COUNTY, ALABAMA, THENCE RUN N 00° 02' 26" W 1323.41 FEET TO A POINT ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 123 OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 89° 09' 40" E ALONG SAID PROJECTION LINE AND SAID SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, FIRST UNIT, AND ALONG THE SOUTH BOUNDARY LINE OF WILSON HEIGHTS SUBDIVISION, THIRD UNIT, AS PER PLAT RECORDED IN MAP BOOK 5, PAGE 184 OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, A DISTANCE OF 1527.71 FEET TO THE NORTHWEST CORNER OF TIMBERCREEK, PHASE NINE (AMENDED PLAT), AS PER PLAT RECORDED ON SLIDE NO. 2056-D OF SAID PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN S 20° 51' 15" W ALONG THE WESTERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) A DISTANCE OF 296.10 FEET TO A POINT ON THE WEST TERMINUS OF PERSIMMON DRIVE; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID WEST TERMINUS OF PERSIMMON DRIVE RUN S 26° 13' 34" W 60.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PERSIMMON DRIVE, THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PERSIMMON DRIVE, RUN S 63° 46' 26" E 20.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 26° 13' 34" W 150.00 FEET, S 63° 46' 26" E 135.23 FEET, S 12° 39' 08" W 123.51 FEET, S 23° 27' 51" E 138.95 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG THE WEST TERMINUS OF PINE RUN, RUN S 15° 43' 34 W 250.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID PINE RUN; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) AND ALONG SAID SOUTHERN RIGHT OF WAY LINE OF PINE RUN, RUN S 74° 16' 26" E 41.00 FEET TO A POINT ; THENCE CONTINUING ALONG SAID WESTERN BOUNDARY LINE OF TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN S 15° 43' 34" W 222.16 FEET TO THE SOUTHWEST CORNER OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT); THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID TIMBERCREEK, PHASE NINE (AMENDED PLAT) RUN AS FOLLOWS: S 78° 27' 58" E 130.46 FEET, S 83° 59' 10" E 167.69 FEET, S 58° 15' 04" E 308.72 FEET TO A POINT; THENCE RUN S 08° 26' 50" E 340.74 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 240.59 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 26' 50" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 33' 10" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE

NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 26' 50" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10; THENCE RUN S 81° 33' 10" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 1769.26 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10 RUN S 81° 31' 27" W 10.41 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER PUMP STATION SITE; THENCE RUN N 08° 28' 33" W ALONG THE EAST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 81° 31' 27" W ALONG THE NORTH BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE; THENCE RUN S 08° 28' 33" E ALONG THE WEST BOUNDARY LINE OF SAID SANITARY SEWER PUMP STATION SITE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SANITARY SEWER PUMP STATION SITE, SAID POINT BEING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, THENCE RUN S 81° 31' 27" W ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 798.04 FEET TO A POINT ON THE CENTERLINE OF A NATURAL DRAIN; THENCE ALONG SAID CENTERLINE OF A NATURAL DRAIN, RUN AS FOLLOWS: N 27° 11' 27" W 182.77 FEET, N 41° 34' 42" W 146.10 FEET, N 57° 14' 28" W 276.05 FEET, N 30° 58' 45" W 144.94 FEET, N 48° 54' 33" W 263.34 FEET, N 48° 17' 00" W 273.03 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SENIOR DOUGLAS SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 8, PAGE 116 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN N 89° 43' 17" E 419.65 FEET TO THE SOUTHEAST CORNER OF SAID SENIOR DOUGLAS SUBDIVISION; THENCE RUN N89° 25' 13" E 1321.85 FEET TO THE POINT OF BEGINNING. CONTAINING 97.4945 ACRES.

REVISED: APRIL 23, 2013

ORDINANCE 2013-41

Resurfacing: Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop (Lake Forest Phase III)

WHEREAS, Ordinance 2012-58 approved and adopted the Fiscal Year 2013 Budget on October 1, 2012; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2013 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2013 budget; and

WHEREAS, the City has entered into an agreement with ALDOT for an ATRIP grant for the resurfacing of Bay View Drive and Ridgewood Drive from Rolling Hill Drive to Dunbar Loop with an 80/20 cost share ratio.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that funds in the amount of \$ 500,147 from the General Fund are appropriated to be transferred to Capital Reserve and made a part of the Fiscal Year 2013 budget for the City's 20% match for the project herein described.

	Total Cost	80% Reimbursement	20% Cost to City
Construction (H.O. Weaver & Sons):	\$2,181,160.61	\$1,744,928.49	\$436,232.12
Construction Engineering & Inspection:	\$274,574.00	\$219,659.20	\$54,914.80
Material Testing:	\$45,000.00	\$36,000.00	\$9,000.00
	\$2,500,734.61	\$2,000,587.69	\$500,146.92

FURTHERMORE, the Mayor is hereby authorized to execute any and all documents required in order for the City of Daphne to participate in such project.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____, 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

ORDINANCE 2013-42

U.S. 98 (SR42) Service Road Extension in Baldwin County Agreement for Preliminary Engineering, ROW Acquisition, Utilities and Construction

WHEREAS, Ordinance 2012-58 approved and adopted the Fiscal Year 2013 Budget on October 1, 2012; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2013 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2013 budget; and

WHEREAS, the City desires to cooperate with TWOSTEP Partners, LLC and Alabama Department of Transportation (ALDOT) in a construction agreement for the extension of the Service Road on U.S. 98 (SR42) in Daphne with each party sharing 33.33% of the project cost , and

WHEREAS, per the agreement the City will invoice TWOSTEP and ALDOT as work progresses for their 33.33% portion of their cost share ratio.

WHEREAS, the total project cost is estimated to be \$726,000 with the City's share being \$242,000, and

WHEREAS, preliminary engineering will be performed by or for the City at NO cost to TWOSTEP Partners, LLC but all construction, engineering, and inspection will considered as part of the project cost to be shared.

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

- 1) Funds in the amount of \$319,578 (*\$242,000 + Preliminary Engineering - \$77,578.00*) from the General Fund are appropriated to be transferred to Capital Reserve and made a part of the Fiscal Year 2013 budget for the City's 33.33% match for the U.S. 98 Service Road Extension project, and
- 2) Volkert Engineering is hereby selected to provide the engineering services for the project, and
- 3) the Mayor is hereby authorized to execute any and all documents required in order for the City of Daphne to participate in such project.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____ , 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

**CITY OF DAPHNE
ORDINANCE NO. 2013-43**

**AN ORDINANCE TO ADOPT A PRIVATELY-OWNED FIREARMS & AMMUNITION
IN THE WORKPLACE POLICY IN CHAPTER 1 OF THE
CITY'S EMPLOYEE HANDBOOK**

WHEREAS, the City Council of the City of Daphne, after due consideration believes that it is necessary to adopt a new policy in Chapter 1 of the City of Daphne Employee Handbook to comply with Alabama's Guns in the Parking Lot Act which takes effect on August 1, 2013, in order to benefit the health, safety, and welfare of its employees as well as permit employees to enjoy the rights protected by the new state law;

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

SECTION I: ADOPTION OF NEW POLICY:

That the following new policy be made part of Chapter 1 of the City of Daphne Employee Handbook:

1.2.6 Privately-Owned Firearms & Ammunition in the Workplace

For purposes of this policy, the term "firearm" has the same meaning as the term defined in Alabama Code §13A-8-1(4), and the term "ammunition" includes fixed cartridge ammunition, shotgun shells, individual components of fixed cartridge ammunition, projectiles for muzzle-loading firearms, and any propellant used in firearms or ammunition. For purposes of this policy, a "pistol" is a firearm with a barrel of less than 12 inches in length, and a "long gun" is a firearm with a barrel of 12 or more inches in length (*e.g.*, a shotgun or rifle).

The City prohibits all employees, including those with a concealed weapons permit, from carrying privately-owned firearms or ammunition while on the city's property or while engaged in work duties.

The City does not restrict the transportation or storage of a lawfully possessed, privately-owned firearm or ammunition in an employee's privately-owned motor vehicle while it is parked or operated in a City parking area, if all of the following conditions are present.

The employee's ownership of the firearm or ammunition must not be prohibited by state or federal law.

If an employee has a valid concealed weapons permit, the employee may store or keep a lawfully possessed, privately-owned pistol or a long gun and/or ammunition in his or her

personal vehicle, if the vehicle is operated or parked on City parking area where it is otherwise permitted to be.

If an employee does not have a concealed weapons permit, but does possess a valid Alabama hunting license, the employee may, during hunting season, store or keep a lawfully possessed, privately-owned unloaded long gun (not a pistol) which is legal for hunting and/or ammunition in his or her personal vehicle, if the vehicle is operated or parked on City parking area where it is otherwise permitted to be, and the employee must have never been convicted of a crime of violence, has no documented prior workplace incidents involving the threat of physical injury or which resulted in physical injury, and is not subject to a domestic violence court order.

If the vehicle is attended by the employee, the firearm or ammunition must be kept from ordinary observation within the vehicle, or, if the vehicle is unattended, the firearm or ammunition must be kept from ordinary observation and locked within the interior of the vehicle, or in a compartment or container within the interior of the vehicle or securely affixed to the vehicle.

If the City believes its employee presents a risk of harm to himself or others, the City may ask the employee whether he has a firearm in his vehicle. If the answer is yes, the City may inquire to ensure the employee is in compliance with the above provisions. If the employee is not in compliance, the City at its discretion may discipline the employee up to an including separation from employment.

SECTION II: 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 III: 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 IV: 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, or August 1, 2013, which date is later in time.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ DAY OF _____, 2013.

**DANE HAYGOOD
MAYOR**

ATTEST:

**REBECCA A. HAYES
CITY CLERK**

ORDINANCE 2013-44
S.E.E.D.S. (Supporting Educational Enrichment in Daphne's Schools) - FY
13 APPROPRIATION

WHEREAS, Ordinance 2012-58 approved and adopted the Fiscal Year 2013 Budget on October 1, 2012; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2013 budget, the City Council has determined that a certain appropriation is required and should be approved and made a part of the Fiscal Year 2013 budget; and

WHEREAS, the City of Daphne recognizes S.E.E.D.S and the importance of the organizations to the students and citizens of the City of Daphne, and

WHEREAS, S.E.E.D.S. mission is to promote a lifelong love of learning among the children of Daphne by providing enrichment opportunities at school and in the community and by advocating for educational improvements and innovation, and

WHEREAS, S.E.E.D.S. wants to ensure that Daphne's schools offer world-class learning opportunities that give our students the competitive edge they need for entering college and the 21st century workplace, and

WHEREAS, S.E.E.D.S has requested \$100,000 for the following projects: Enrichment of the K-12 learning experiences through activities including but not limited to: establishment of foreign language studies for grades K-6, Hobson's Naviance College and Career-readiness platform, and 135 iPads for Grades K-6.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that \$100,000 from the General Fund is hereby appropriated to S.E.E.D.S for enrichment projects to include:

- \$34,000 - establishment of foreign language studies for grades K-6
- \$13,000 - Hobson's Naviance College and Career-readiness platform
- \$52,700 - 135 iPads for Grades K-6

and the Mayor is hereby authorized to execute any and all documents required in order for the City of Daphne to participate in the S.E.E.D.S. agreement.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Daphne, Alabama, this _____ day of _____, 2013.

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

STATE OF ALABAMA)
BALDWIN COUNTY)
CITY OF DAPHNE)

MUNICIPAL AGENCY FUNDING CONTRACT

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2013, 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 the **SUPPORTING EDUCATIONAL ENRICHMENT IN DAPHNE'S SCHOOLS EDUCATION FOUNDATION- (SEEDS)**, (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 Council of the City of Daphne desires to promote the health, safety, and welfare of the citizens of the City of Daphne; and

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.

If Agency has specific statutory authority to receive funding from City or statutory authority from the City to perform the services or otherwise contract for the same, please _____ specify:

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:

Enrichment of the K-12 learning experiences through activities including but not limited to: establishment of foreign language studies for grades K-6 - \$34,300, Hobson's Naviance College and Career-readiness platform - \$13,000, and 135 iPads for Grades K-6 - \$52,700.

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 2013 fiscal year: \$100,000 (One Hundred Thousand Dollars), said amount to be paid pursuant to a method determined by the Finance Director of the City. The Finance Director of the City or his/her designee shall be the representative of the City for the administration and implementation of the provisions hereof on behalf of the City.

IV. SEPARATE AGREEMENTS

The City shall be under no obligation to the Agency except to the extent set out expressly in this Agreement. Provided, however, in the event there is a separate valid written agreement between the City and Agency, then this Funding Agreement is supplemental thereto and in the event of a conflict the terms of the latest written agreement shall prevail.

V. TERM; TERMINATION

This Agreement shall take effect upon the date hereof and shall not be terminated by either party until the obligations set forth in Sections 2 and 3 herein are performed in full.

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, 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 (30) 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 appropriate documentation from the Board to document the disbursement and use of the funding provided herein. The City may have the Board records provided in accordance herewith 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

CITY OF DAPHNE, a Municipal Corporation

Dane Haygood, Mayor

ATTEST:

Rebecca A. Hayes, City Clerk

SEEDS Education Foundation

BY:_____

TITLE:_____

Federal ID#_____

WITNESS:

By:_____