

**CITY OF DAPHNE  
CITY COUNCIL MEETING AGENDA  
1705 MAIN STREET, DAPHNE, ALABAMA  
NOVEMBER 17, 2014  
6:30 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL**

INVOCATION / Pastor Jonathan Spuler / Bay Community Church

**PLEDGE OF ALLEGIANCE**

- 3. APPROVE MINUTES:** Council Meeting Minutes November 3, 2014  
Council Work Session Minutes / November 10, 2014

**PRESENTATION:** Ruth Seawell / Strike Soccer Club

**4. REPORTS OF STANDING COMMITTEES:**

**A. FINANCE COMMITTEE – Fry**  
Review minutes / November 10<sup>th</sup>

**1. Ordinances:**

- a. FY2015 Budget Appropriation / Civic Center Part-time Events Assistant / **Ordinance 2014-53**
- b. Traffic Signal Technology Enhancements Study for Corridors Servicing the Eastern Shore  
20% Local Match - \$2,047 (*Four Cent Gas Tax Fund*) / **Ordinance 2014-54**
- c. Recreational Trails Grant / Village Point Park Preserve Enhancement / \$30,214 Match  
(*Lodging Tax Fund*) / **Ordinance 2014-55**
- d. Appraisal of Marino Property / (*Lodging Tax Fund*) / **Ordinance 2014-56**

**2. Resolutions:**

- a. Volunteer Fire Department Aerial Ladder Truck Loan Agreement / **Resolution 2014-56**

**3. Financial Reports:**

- ❖ Treasurer Report / October 2014
- ❖ Sales & Use Tax Collections / September 2014
- ❖ Lodging Tax Collections / September 2014

**B. BUILDINGS & PROPERTY COMMITTEE - Davis**  
Review minutes / November 3<sup>rd</sup>

**C. PUBLIC SAFETY - Rudicell**

**D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Scott**  
Review minutes / November 12<sup>th</sup>

**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 – Conaway**
- C. Industrial Development Board – Davis**
- D. Library Board - Lake**

**E. Planning Commission – Scott**

- a. Review minutes / October 23<sup>rd</sup>
- b. Staff report / October 30<sup>th</sup> meeting
- c. Set a Public Hearing for December 15, 2014 6:30 p.m. and approve advertising to consider:

**1. Pre-Zoning:**

**George Kalasountas**

Property Located: On the south side of U.S. Highway 90 at Renaissance Boulevard  
 Present Zoning: RSF-1, Single Family Residential District, Baldwin County District 15  
 Requested Zoning: B-2, General Business / R-7(T), Townhouse / R-1, Low Density Single Family Residential District, City of Daphne  
 Recommendation: A unanimous favorable recommendation for appropriate zoning as determined by City Council.

**2. Annexation:**

**George Kalasountas**

Property Located: On the south side of U.S. Highway 90 at Renaissance Boulevard  
 Recommendation: Unanimous favorable recommendation

**3. Annexation:**

**Provision Investment, LLC**

Property Located: West of the Estates of Tiawasee Subdivision and Southeast of the intersection of Park Drive and Pollard Road  
 Present Zoning: RSF-2, Single Family Residential District, Baldwin County District 15  
 Requested Zoning: R-1, Low Density Single Family Residential, City of Daphne  
 Recommendation: Unanimous favorable

**F. Recreation Board – LeJeune**

**G. Utility Board – Fry**

**6. Mayors Report**

Donation of Property from Dr. Barry Booth

**7. City Attorney’s Report**

**8. Department Heads Comments**

**9. City Clerk’s Report**

- a.) ABC License / Main Street Cigar Lounge, LLC / 040 – Retail Beer (On or Off Premises) / 060 – Retail Table Wine / (On or Off Premises)

**10. PUBLIC PARTICIPATION:**

**11. RESOLUTIONS & ORDINANCES:**

**RESOLUTIONS:**

- a.) **Acceptance of Streets and Drainage / Located in Brookhaven Subdivision, Unit Two, part B ...../Resolution 2014-55**
- b.) **Agreement / Daphne Volunteer Firefighters Association, Inc. .... /Resolution 2014-56**

**ORDINANCES:**

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

- a.) **Appropriating Funds: Part-Time Events Assistant OR Additional Overtime and Temporary Services. .... /Ordinance 2014-53**
- b.) **To Contribute to the Twenty Percent (20%) Local Match Requirement Funding a Traffic Signal System Technology Enhancements Study for Corridors Servicing the Eastern Shore. .... /Ordinance 2014-54**
- c.) **Recreational Trails Program Project: Village Point Park Preserve Boardwalk/Trails Extension / Project #14-RT-54-08. .... /Ordinance 2014-55**
- d.) **Appropriation of Funds: Appraisal, Survey and Associated Fees For Marino Property Located Near D'Olive Creek. .... /Ordinance 2014-56**
- e.) **Repeal Ordinance 2011-08 and Establishing Rules, Regulation, Rates and A Lease Agreement for the Rental of the Daphne Civic Center. .... /Ordinance 2014-57**
- f.) **Repeal Ordinance 2011-09 and Establishing Rules, Regulation, Rates and A Lease Agreement for the Rental of the Bayfront Pavilion. .... /Ordinance 2014-58**

**12. COUNCIL COMMENTS**

**13. ADJOURN**

**CITY OF DAPHNE  
CITY COUNCIL**

**ROLL CALL**

**CITY COUNCIL:**

COUNCILWOMAN CONAWAY	PRESENT___	ABSENT___
COUNCILMAN RUDICELL	PRESENT___	ABSENT___
COUNCILMAN LAKE	PRESENT___	ABSENT___
COUNCILMAN SCOTT	PRESENT___	ABSENT___
COUNCILMAN LEJEUNE	PRESENT___	ABSENT___
COUNCILMAN DAVIS	PRESENT___	ABSENT___
COUNCIL PRESIDENT FRY	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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**NOVEMBER 3, 2014  
CITY COUNCIL MEETING  
REGULAR BUSINESS MEETING  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

**1. CALL TO ORDER:**

There being a quorum present Council President Fry called the meeting to order at 6:30 p.m.

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

Pastor Bryant Evans with the Eastern Shore Church of Christ gave the invocation.

**COUNCIL MEMBERS PRESENT:**

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

Also present: Mayor Haygood; Rebecca Hayes, City Clerk; Sarah Toulson, Assistant City Clerk; Jay Ross, City Attorney; Vickie Hinman, HR Director; Richard Johnson, Public Works Director; David Carpenter, Police Chief;. James White, Fire Chief; David McKelroy, Recreation Director; Richard Merchant, Building Official; Tonja Young, Library Director; Margaret Thigpen, Civic Center Director; Christine Ciancetta, Deputy Finance Director; Tomasina Werner, Beautification Committee; Dorothy Morrison, Beautification Committee and DRA; Larry Cooke, BZA; Willie Robison, BZA; Kevin Boucher, Adams & Reese, LLC; Al Guarisco, Village Point Foundation; Tom Walker, Firefighter; Pfil Hunt, Harbor Financial; Rusty Russell, Adams & Reese; Heiko Einfeld, Executive Director for the Eastern Shore Chamber of Commerce.

Absent: Adrienne Jones, Planning Director; Michael Hoyt, Municipal Judge.

**3. APPROVE MINUTES:**

**October 20, 2014 Council Meeting Minutes**

There were no corrections to the October 20, 2014 council meeting minutes and the minutes stand approved as written.

**MOTION BY Councilman Lake to amend the September 15, 2014 Council meeting minutes under the Finance Report to include the following: “The motion for \$1,000 to be paid to the YMCA out of the remaining Community Contribution monies Budgeted in the FY 2014 budget.” *Seconded by Councilman Scott.***

**MOTION CARRIED UNANIMOUSLY**



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**PRESENTATION:** Mickey Boykin / Daphne Museum

Mrs. Boykin thanked the City of Daphne for paying bills for the museum, and Public Works for keeping the grounds up. She pointed out that the museum needs visitors. She invited all to come to a program on November 16<sup>th</sup>.

**4. REPORT OF STANDING COMMITTEES:**

**A. *FINANCE COMMITTEE* – Conaway**

No report. The next meeting will be November 10<sup>th</sup> at 4:00 p.m.

**B. *BUILDINGS & PROPERTY COMMITTEE* - Davis**

The committee met before the council meeting, and the minutes will be in the next packet.

**C. *PUBLIC SAFETY COMMITTEE* – Rudicell**

No report. The next meeting will be November 12<sup>th</sup> at 4:30 p.m.

**D. *CODE ENFORCEMENT/ORDINANCE COMMITTEE* – Scott**

No report. The next meeting will be November 12<sup>th</sup> after the Public Safety meeting.

**E. *PUBLIC WORKS COMMITTEE* – LeJeune**

No report. The next meeting will be November 17<sup>th</sup> at 5:00 p.m. The Environmental Advisory Board's next meeting will be December 15<sup>th</sup>.

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

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

No meeting in November.

**B. *Downtown Redevelopment Authority* – Conaway**

The next meeting will be December 3<sup>rd</sup> at 5:30 p.m.

**C. *Industrial Development Board* – Davis**

The next meeting will be November 24<sup>th</sup> at 6:00 p.m. in the Executive Conference room. He reminded everyone to fill out the comment sheets for the I-10 Bridge project.

**D. *Library Board* – Lake**

The next meeting will be November 12<sup>th</sup> at 4:00 p.m. at the Library. Councilman Lake mentioned that the overall winner of the Bookmark Contest was Kyla Barton.

**E. *Planning Commission* – Scott**

The September 25<sup>th</sup> minutes and the staff report for the October 23<sup>rd</sup> meeting are in the packet. The October 30<sup>th</sup> special meeting minutes will be in the packet next month.

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***F. Recreation Board – LeJeune***

No report.

***G. Utility Board – Fry***

The October 1<sup>st</sup> minutes are in the packet. The next November meeting will be December 3<sup>rd</sup>.

**6. REPORTS OF OFFICERS:**

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

Mayor Haygood mentioned that at the Utility meeting they passed a decrease to the rate structure that had been approved. There has been some good management and some changes in terms of the capital needs that were previously approved and elongating that time line. The entire board has been focused on making sure the residents get the best possible value with that service. The prior approved rates will be decreased so the previously approved rate increase will not go into effect in the same way. It was originally three percent (3%) and seven percent (7%) for sewer and water, and it is being dropped to two percent (2%) and four percent (4%) increase.

Mayor Haygood reported that Councilman Scott has resigned from the Eastern Shore Metropolitan Planning Organization due to scheduling conflicts. He said that any Councilmember interested should contact him. There have already been several councilmen that have shown interest, but he wanted to give everybody an opportunity to participate.

Mayor Haygood has appointed a new Planning Commission member Mr. Tyrone Fenderson to fill Mr. Kirby's position. Mr. Kirby has been on the Planning Commission for the past six years, and was the Code Enforcement Officer for a long time. The Mayor said he appreciates all that Mr. Kirby has done, and the long hours he has put in for the city.

The Keep Daphne Beautiful inaugural meeting was today, and Ms. Cecile Carson with Keep America Beautiful came and gave a presentation. He said it was a very informative meeting helping them to see what that entity can do, and what they can do to beautify Daphne.

Mrs. Dorothy Morrison said they learned five important things that came from the meeting:

1. Get your focus
2. Get your facts
3. Develop a plan
4. Focus on results
5. Give recognition where it is due

***B. City Attorney's Report***

Mr. Ross stated that council needed to appoint a Treasurer for the purpose of the bond transaction since the Treasurer has to sign the warrants

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**MOTION BY Councilman Lake to appoint Mrs. Suzanne Henson as Treasurer. *Seconded by Councilman Scott.***

**ROLL CALL VOTE**

<b>Rudicell</b>	<b>Aye</b>	<b>LeJeune</b>	<b>Aye</b>
<b>Lake</b>	<b>Aye</b>	<b>Davis</b>	<b>Aye</b>
<b>Fry</b>	<b>Aye</b>	<b>Conaway</b>	<b>Aye</b>
<b>Scott</b>	<b>Aye</b>		

**MOTION CARRIED UNANIMOUSLY**

Councilman Scott said that Mrs. Henson should be contacted to see if she wants to serve as Treasurer.

Mr. Ross requested council to adjourn into an Executive Session at the end of the meeting. No decision will need to be made.

***C. Department Head Comments***

***Richard Johnson – Public Works Director*** – reported that November 11<sup>th</sup> is Veterans Day and there will be a program at Patriots Point at 10:00 a.m. There will be a distinguished speaker on the program.

***David McKelroy – Recreation Director*** – reported on the different sports and tournaments going on at Trione Sports Complex.

***Margaret Thigpen*** - reported that voting will be at the Civic Center Tuesday, and Ballroom Dance will be November 15<sup>th</sup>.

***D. City Clerk’s Report***

- a.) ABC License / The Fresh Market / 040 – Retail Beer (On or Off Premises) / 060 – Retail Table Wine (On or Off Premises) (*On premises - Now doing wine tastings in the store*)

**MOTION BY Councilman Scott to approve the ABC License for The Fresh Market / 040 – Retail Beer (On or Off Premises / 060 – Retail Table Wine (On or Off Premises. *Seconded by Councilman Fry.***

**MOTION CARRIED UNANIMOUSLY**

- b.) Events Permit / S.E.E.D.S. / 11<sup>th</sup> Annual 5K & 1 Mile Fun Run / March 7, 2015
- c.) Events Permit / Chick-fil-A Connect Race / May 2, 2015

**MOTION BY Councilman Scott to approve the Events Permits for S.E.E.D.S. 11<sup>th</sup> Annual 5K & 1 Mile Fun Run / March 7, 2015 and Chick-fil-A / Connect Race / May 2, 2015. *Seconded by Councilman Fry.***

**MOTION CARRIED UNANIMOUSLY**

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**7. PUBLIC PARTICIPATION**

*Mr. Heiko Einfeld – Eastern Shore Chamber of Commerce* - reported that last week he was able to attend and participate in a State Tourism meeting in Talladega, Alabama. The area has been fortunate enough as an area and region to take on a little bit different role in terms of how they participate. Last week he was selected and approved to take over the leadership role in the Convention and Visitors Bureau for the State of Alabama. That affords some different opportunities in moving forward both from a financial standpoint, from a content standpoint and opportunities for participation in National and Regional events. Some of the things they will be looking at participating in is Sports Alabama. Sports Tourism is very viable to this area. It will allow us to participate in National and Regional trade shows and activities that we have not been able to participate in in the past. It will allow us to drive content in different areas. Sports Alabama is one way that the state consolidates a consortium to promote activities related to sports throughout the state. What he wants to do and plans to do and one of the leaderships that he took on is to do the exact same thing related to conventions so that you again have state funding from the Tourism Department and Convention and Visitors Bureau for an association and a convention trade show type of opportunity where we can promote the Eastern Shore Convention and Visitors opportunities. It is a good opportunity and it will make a difference as to who and what they can bring to the area.

*Mr. Pfil Hunt – Harbor Financial Services* – reported that the City of Daphne’s Bradford and Poor’s credit rating has been updated to AA+ which very few issues have a grade that high. He issued the bonds last week and has saved the city \$782,000.

*Mr. Rusty Russell – Adams & Reese* - spoke regarding the refunding and improvement warrants, series 2014.

**8. RESOLUTIONS & ORDINANCES:**

- a.) **Authorizing the Issuance of General Obligation Refunding and Improvement Warrants, Series 2014 ...../Resolution 2014-54**

**MOTION BY Councilman Lake to waive the reading of Resolution 2014-54. *Seconded by Councilman Scott.***

**MOTION CARRIED UNANIMOUSLY**

**MOTION BY Councilman Lake to adopt Resolution 2014-54. *Seconded by Councilman Scott.***

**AYE Rudicell, Lake, Fry, Scott, Davis, Conaway**

**NAY LeJeune**

**MOTION CARRIED**

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**ORDINANCES:**

**3<sup>RD</sup> READ**

- a.) Adopting the FY 2015 Personnel and Capital Budget. . . . . /Ordinance 2014-46

**2<sup>ND</sup> READ**

- a.) Amending Ordinance 2002-34 / Garbage Collection and Amending the  
FY 2015 Budget for the Increased Garbage Collection Fee. . . . . /Ordinance 2014-47
- b.) Appropriating Funds: Emergency Watershed Protection on Private  
Property: Mazie’s Gulch & Palmetto Court (*Creekside*). . . . . /Ordinance 2014-48
- c.) Job Reclassification: Finance Director. . . . . /Ordinance 2014-49
- d.) Job Reclassification: Civic Center Director / Reclassify the Civic  
Center Director to the Convention/Visitor’s Bureau & Civic  
Center Director. . . . . /Ordinance 2014-50
- e.) Appropriation of Funds: Appraisal, Survey and Closing Fees  
Associated with Donated Property Located at Park Drive and  
Pine Hill Road. . . . . /Ordinance 2014-51

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

- a.) Authorizing the Issuance of General Obligation Refunding and  
Improvement Warrants, Series 2014 . . . . . /Ordinance 2014-52

MOTION BY Councilman LeJeune to table Ordinance 2014-46 until after the vote on Ordinance 2014-47 /  
Increased Fee for Garbage Collection . Seconded by Councilman Scott.

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman LeJeune to waive the reading of Ordinance 2014-47. *Seconded by  
Councilman Fry.*

MOTION CARRIED UNANIMOUSLY



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**AMENDMENT #102**

**MOTION BY Councilman Fry to amend the proposed Assistant HR Director position to a Safety Coordinator position / \$3,000 less @ \$52, 648. *Seconded by Councilman Lake.***

**ROLL CALL VOTE**

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

**AYE** Rudicell, Lake, Fry, Conaway

**NAY** Scott, LeJeune, Davis

**MOTION CARRIED**

**AMENDMENT #103**

**MOTION BY Councilman Fry to delete the Safety Coordinator position in its entirety until council is better prepared to address it with a job description. *Seconded by Councilman Rudicell.***

After discussion Councilman Fry withdrew his motion and Councilman Rudicell withdrew his second.

**AMENDMENT #104**

**MOTION BY Councilman Fry to eliminate the General Governmental Director position. *Seconded by Councilman Lake.***

**ROLL CALL VOTE**

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

**AYE** Rudicell, Lake, Fry, Conaway

**NAY** Scott, LeJeune, Davis

**MOTION CARRIED**

NOVEMBER 3, 2014  
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**AMENDMENT #105**

**MOTION BY Councilman Fry to eliminate the Part-time Marketing Coordinator position.  
*Seconded by Councilman Lake.***

**ROLL CALL VOTE**

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

**MOTION FAILS**

**AMENDMENT #106**

**MOTION BY Councilman LeJeune to have the General Governmental Director as contracted position for one (1) year at a price tag of \$50,000, because it was removed as a permanent employee. *Seconded by Councilman Davis.***

**ROLL CALL VOTE**

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

**AYE** Scott, LeJeune, Davis

**NAY** Rudicell, Lake, Fry, Conaway

**MOTION FAILS**

**CAPITALBUDGET**

**NO AMENDMENTS TO THE CAPITAL BUDGET**

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Councilman Scott called for the vote on Ordinance 2014-46 as amended.

**ROLL CALL VOTE**

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

MOTION CARRIED

MOTION BY Councilman Scott to waive the reading of Ordinance 2014-48. *Seconded by Councilman Rudicell.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to adopt Ordinance 2014-48. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to waive the reading of Ordinance 2014-49. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to adopt Ordinance 2014-49. *Seconded by Councilman Fry.*

MOTION BY Councilman Rudicell to amend the Pay Grade to Grade 36 and authorize the Mayor to advertise the position from Steps 1-25 and eliminate the reclassification. *Seconded by Councilman Lake.*

**VOTE ON AMENDMENT**

MOTION CARRIED UNANIMOUSLY

**VOTE ON MAIN MOTION AS AMENDED**

MOTION CARRIED UNANIMOUSLY

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MOTION BY Councilman Fry to waive the reading of Ordinance 2014-50. *Seconded by Councilman Lake.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Rudicell to adopt Ordinance 2014-50. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to waive the reading of Ordinance 2014-51. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Scott to adopt Ordinance 2014-51. *Seconded by Councilman Fry.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Lake to suspend the rules to consider Ordinance 2014-52. *Seconded by Councilman Scott.*

ROLL CALL VOTE

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

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Lake to waive the reading of Ordinance 2014-52. *Seconded by Councilman Scott.*

MOTION CARRIED UNANIMOUSLY

MOTION BY Councilman Lake to adopt Ordinance 2014-52. *Seconded by Councilman Scott.*

MOTION CARRIED UNANIMOUSLY

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**9. COUNCIL COMMENTS**

*Councilman Fry* appreciated folks coming to the meeting, and encouraged everyone to go and vote tomorrow. He congratulated Mrs. Conaway on being elected Council President and Councilman Scott being elected Council President Pro-tem. He looks forward to continuing to work with them both.

*Councilman Scott* congratulated Mrs. Conaway. He thanked council for the professional and civil way they went through a very tough process. He looks forward to working with the Mayor over the next year.

*Councilman LeJeune* congratulated Councilwoman Conaway and Councilman Scott. He said that due to the Open Meetings Act citizens get to see a lot of discussion making sure that there is clarification so everyone knows exactly what they are voting on, and not having everything planned and solved behind closed doors. It comes out here. Council appreciates the citizens time and effort in coming out and understanding.

*Councilman Davis* congratulated Councilwoman Conaway and Councilman Scott. He said the democratic process was not designed to be easy or to follow, but it works, and they try to do it in a way that will make the citizens proud. He complimented Mrs. Morrison on the Keep America Beautiful program. He said that this is something that will be another star in the city's crown, and another thing they can promote in the region. He reminded everyone that November 7<sup>th</sup> is the deadline to turn in the I-10 Bridge comment sheets. He encouraged everyone to get out an vote tomorrow.

*Mayor Haygood* congratulated Councilwoman Conaway and Councilman Scott. He thanked Councilman Fry and Councilman Rudicell for serving. He thanked council for their diligence and consideration of the budget. He said they needed to keep an eye on the personnel cost as a whole, because the personnel cost is increasing higher than revenue. He thanked Councilman Scott for bringing up the point that they do need to look at all the Directors and their salaries. He thinks there are some anomalies in the pay scale, and they need to make sure they reward those people that do a good job for the city, that they are compensated well so they will remain here. He encouraged all to come out to the Veteran's Day celebration on November 11<sup>th</sup> at the Civic Center at 10:00 a.m.

Council President Conaway thanked President Fry and Pro-tem Rudicell for their leadership for the past year. She congratulated Councilman Scott. She thanked her fellow councilmen for their support and electing her Council President.

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**10. ADJOURN:**

**MOTION BY Councilman Scott to adjourn into Executive Session to discuss the pending purchase or sale of real property. The session will last for 10 minutes. *Seconded by Councilman Lake.***

*The City Attorney, Jay Ross, certified that the above stated reason for going into Executive Session is according to the Open Meeting Act.*

**ROLL CALL VOTE**

<b>Conaway</b>	<b>Aye</b>	<b>LeJeune</b>	<b>Aye</b>
<b>Rudicell</b>	<b>Aye</b>	<b>Davis</b>	<b>Aye</b>
<b>Lake</b>	<b>Aye</b>	<b>Fry</b>	<b>Aye</b>
<b>Scott</b>	<b>Aye</b>		

**MOTION CARRIED UNANIMOUSLY**

**THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 8:45 P.M.**

Respectfully submitted by,

Certification of Presiding Officer

\_\_\_\_\_  
Rebecca A. Hayes,  
City Clerk

\_\_\_\_\_  
Tommie Conaway,  
Council President

**NOVEMBER 10, 2014  
CITY COUNCIL WORK SESSION  
1705 MAIN STREET  
DAPHNE, AL  
6:30 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL**

**Council Members Present:** Tommie Conaway; Pat Rudicell; John Lake; Randy Fry; Ron Scott; Robin LeJeune; Joe Davis.

Also present: Mayor Haygood; Rebecca Hayes, City Clerk; Sarah Toulson, Assistant City Clerk; Jay Ross, City Attorney; Richard Johnson, Public Works Director; Officer Jason Day, Police Department; Kevin Boucher, Adams & Reese, Attorneys; Tomasina Werner, Beautification Committee.

**3. LAKE FOREST TRAIL AND SIDEWALK CONNECTOR / MARY ANN HAMPTON / VICTORIA PHELPS**

Mrs. Hampton and Ms. Phelps presented to council possibilities for sidewalks and trails through Lake Forest.

Consensus of council is to pass this along to the Buildings and Property Committee for review.

**4. DIRECTORS: JOB RECLASSIFICATIONS**

Council President Conaway said that the documentation was not ready for presentation and will be considered at a future work session.

**5. ANYTHING ELSE DEEMED NECESSARY**

**6. ADJOURN**

There being no further business to discuss the meeting adjourned at 7:20 p.m.

Respectfully submitted,

Certification of Presiding Officer

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Rebecca A. Hayes, City Clerk

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Tommie Conaway, Council President

**CITY OF DAPHNE  
FINANCE COMMITTEE MINUTES  
NOVEMBER 10, 2014  
4:00 P.M.**

**I. CALL TO ORDER/ROLL CALL**

*The meeting was called to order at 4:03 p.m. Present were Chairman Randy Fry, Councilwoman Mrs. Conaway, Councilman Joseph Davis, Councilman Ron Scott, Senior Accountant Suzânnne Henson, Revenue Officer Jamie Smith, and Accounting Technician Sue Moody.*

*Councilman John Lake arrived at 4:07p.m. and Mayor Dane Haygood arrived at 4:44 p.m..*

*Also in attendance were Councilman Pat Rudicell, Councilman Robin LeJeune, Public Works Director Richard Johnson, Human Resource Director Vickie Hinman, and Civic Center Director Margaret Thigpen.*

Mr. Scott reviewed the procedures (*adopted in Ordinance 2014-43*) for appointing a Committee chairperson and that since Councilwoman Tommie Conaway is now the Council President they needed to appoint a new chairperson for the Finance Committee.

***Motion was made by Mr. Scott to appoint Randy Fry as the Chairman. Seconded by Mr. Davis. Motion passed.***

**I. PUBLIC PARTICIPATION**

A. Daphne Strategic Planning – Mr. Tim Swanson & Mr. Ernie Berger, Matrixx-21

Mr. Berger reviewed a Strategic plan as prepared by Matrixx-21. Mr. Berger discussed

- **Phase I: prioritizing and addressing challenges and**
- **Phase II: Defer Strategic Planning until Spring 2015.**

*Mr. Berger reviewed the recommendation was to retain Matrixx-21 for 100 hours/month for 3 months renewable in 3 month increments. Discussion continued the fee would be \$14,000/quarter or \$42,000/year.*

Mr. Davis asked how the process would work. Mr. Berger explained they would obtain the top 5 priority items. Mr. Swanson stated there would be monthly progress reports and more frequent report for emergency items. Mr. Davis noted that constituents would be asking if any of the consultants had any political aspirations. Mr. Berger answered no, they would not be seeking political office in the City of Daphne. Mr. Johnson discussed his concerns on a consulting firm addressing City problems that currently the Mayor and Council address with departments. Discussion continued that an example of the problems they would address would be communication problems. Mr. Berger stated there would be meetings set with Department Heads, Council, and the Mayor. Mr. Berger stated the order of addressing issues would be #1 - interpersonal communications, #2 - systems, and #3 - Brick and Mortar. Mr. Scott stated they need to let other company's present strategic plans. Mr. Fry stated the presentation would be reviewed.

**III. HUMAN RESOURCES BUSINESS**

**A. Update on Human Resources Department Activity**

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

**Positions**

*Finance Director  
Computer Services Technician  
Accountant  
Office Asst., City Hall*

**Status**

*Posted 11/4-11/25  
Open  
DOH: 10/30/14  
Posted 10/30-11/13*

HR position	Open
Firefighter (2)	DOH: 10/23 & 11/13
Marketing Coordinator	Open
Accounting Technician (Revenue)	Open
Planner (Community Development)	Open
Building Maintenance Supervisor	Open

**Safety Committee meeting was on October 29, 2014.**

The Committee Reviewed reports of City employee injuries and property damages for previous month. Employee Safety Committee reviewed and revised Safety Handbook policies. Discussed AMIC's Loss Control inspection – reviewed some issues discovered during the inspection for corrective actions. Inspections of emergency lighting functioning properly, locks on electrical panels at sports parks, replenish inadequate fall material at all playground areas.

HR projects/meetings:

- Make-up Sexual Harassment training for Supervisors and Department Heads on November 18
- Auditing Personnel Files
- Research badge printer

Mrs. Hinman reviewed the HR Activity Report and the status of all the open and posted positions. Mr. Scott asked why the Safety Coordinator was not posted. Mrs. Hinman stated the Mayor was still reviewing that position.

Mr. Scott made a motion for the Mayor to advise why that position is still open. Seconded by Mr. Lake. The Mayor joined the meeting and responded. The Mayor noted there were two things: there had been a discussion of a plan to stagger filling of the new positions and he has the sole responsibility of hiring and firing personnel. Mr. Lake agreed the Mayor has the hiring and firing authority but the Council has the financial and contractual authority of approving the positions and funding the position. Mr. Scott stated there should be a designated time frame set to post positions. Mr. Lake expressed the need to fill these open positions particularly the Finance Director position since the City has been without someone in this position for 18 months. Mr. Lake discussed he thinks the Safety Coordinator will pay for itself. The Mayor discussed the difference of opinions on the order the positions should be posted and that even though monies had been appropriated for a position it did not have to be filled immediately. Discussion continued on posting open positions.

Mrs. Hinman reviewed the Safety committee meeting. Mrs. Hinman discussed the insurance loss control report for the City and the Workers Compensation premium discounts (10%) allowed if the City completes the 2015 Safe Workplace Guidelines by December 1, 2015. Mr. Scott asked had all items listed on the Loss Control report been addressed. Mrs. Hinman reviewed those that were pending. Mrs. Hinman reviewed the new requirement for the drivers of a 15 passenger van to obtain a physical. Discussion continued on Loss Control Report pending issues including the recommendation to obtain adequate fall material for the City's playgrounds. Mr. Johnson addressed the status of the issues and stated he had submitted a purchase requisition to purchase the mulch and was waiting to receive the Purchase Order back to place the order for the mulch. Mrs. Hinman stated the other issues were being addressed by the appropriate departments. Mr. Davis asked if a member of the Building & Property Committee could attend that meeting. Mrs. Hinman answered yes, that Mr. Lake had previously attended meetings.

## **IV. CURRENT BUSINESS**

### **A. Financial Reports**

#### **1. Treasurer's Report: September, 2014 / Encumbrance Report**

Mrs. Henson reviewed the Treasurer's Report and noted:

- Total Unrestricted Funds - \$9,200,469

- Decrease from Last Year's Unrestricted Funds - \$(393,084)
- # of months of Unrestricted cash to cover monthly operating Expenses & Debt Service – 4.2 months compared to the previous year - 4.3 months

Included in the packet are graphs that show that activity is on track with the previous year.

Mrs. Henson reviewed the list of encumbered funds as of 9-30-14. Discussion continued on reviewing the list and removing items that were no longer needed.

***The Treasurer's Report as of September 30, 2014 Total Unrestricted Funds - \$9,200,469 and Total City Funds - \$16,369,799 was presented to be filed for audit.***

## **2. Sales and Use Taxes: September, 2014**

Mrs. Henson reviewed the Sales & Use Tax Reports and Graphs: \$1,104,411.74 was collected for September 2014:

- YTD Variance over Budget - \$59,330.57 + 5.1 %
- Percent change from last year's collections + 5.5 %

Mrs. Henson stated the final collections for Sales and Use Tax may be adjusted after auditor's prepare yearend adjustments. Discussion continued on the process of reporting of collections.

## **3. Lodging Tax Collections, September, 2014**

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for September 2014 were \$71,7910.24 which is up \$26,641.89 from September's 2013's collections of \$45,148.35.

- YTD Variance over Budget \$247,597
- Percentage change from last year's collections: + 37.1 %

## **4. Lodging Tax Fund : Statement of Rev over Exp, October 30, 2014 (draft/Unreconciled)**

Mrs. Henson reviewed the Lodging Tax Statement for collections from October 2014. Mrs. Henson stated the unreserved balance for Bayfront property related expenditures is \$1,921,723 an increase of \$9,978 from the previous month's balance. Reserve for Recreation total is \$269,998 an increase of \$35,895 from the previous month's balance.

## **6. Report: New Business Licenses – September, 2014**

The Business Licenses Report was included in the packet. Total business license issued YTD is 4,220 - up 173 from last year

**66 - Total Business License issued in September** - up 173 from September 2013 (4,047) licenses issued).

17 - Renewals – out of the 66

46 - New businesses with 4 of those having a physical location in Daphne and

3 - Prior year licenses. A map was included showing each of the 4 new businesses locations.

Mrs. Smith reviewed the Business License Report. Mrs. Smith stated the Revenue Department had been working on cleaning up the customer delinquent report and had cleared 583 businesses off the report. Mrs. Smith stated they were working on customers that had not exceeded the statute of limitations of 3 years. Mr. Davis requested a summary list of delinquent customers/accounts showing the number of customers and dollar amount delinquent. Discussion continued on the penalties charged on delinquent accounts.

## 6. Bills Paid Reports – October, 2014

The Bills Paid Report was presented in the packet.

## 7. Standards & Poor's Rating Upgrade from AA to AA+

Discussion was made on the City receiving an upgrade from the previous bond rating from AA to a AA+. Standards and Poor's noted rationale for the upgrade from factors including a strong economy, good financial practices, strong liquidity, and adequate debt and contingent liabilities.

## 8. FY2013 CAFR Award

Discussion was made on the City receiving the Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year 2013 reporting period.

### A. Appropriation Request: (*Ordinance*)

#### **FOUR CENT GAS TAX FUND:**

1. Traffic Signal System Technology Enhancements Study for Corridors Servicing the Eastern Shore – 20% Local Match - \$2,047 (Four Cent Gas Tax Fund)

Mr. Johnson reviewed the project and noted the study would benefit Daphne, Fairhope, Spanish Fort, and Baldwin County and the 20% local match would be \$2,047. Mr. Johnson discussed how this new system would benefit traffic flow. Mr. Johnson noted that ALDOT (Alabama Department of Transportation) should oversee the project and the City would only need to pay its share of the project cost. Mr. Johnson requested the funds come out of the Four Cent Gas Tax Fund.

***Motion by Mr. Lake to appropriate \$2,047 (20% Local Match) from Four Cent Gas Tax Fund for the Traffic Signal System Technology Enhancement Study for Corridors Servicing the Eastern Shore . Seconded by Mr. Scott. Motion carried.***

#### **LODGING TAX FUND:**

2. Recreational Trails Grant: Village Point Park Preserve Enhancement - \$30,214 *Match*

Mr. Johnson reviewed the Recreational Trails Grant that was awarded to the City as of 9-30-14 through Alabama Department of Economic and Community Affairs (ADECA). The grant is in the amount of \$88,623.20 and the City's match to complete the project is \$30,213.20. The grant is for the construction of 800' of ADA compliant wooden Boardwalk and 470' of hard surface trail to connect the existing trail system in Village Point Park. Mr. Johnson requested the project be approved to go out to bid and monies be appropriated from the Lodging Tax Fund.

***Motion by Mr. Scott to appropriate \$30,214 from Lodging Tax fund for Village point Park Preserve Enhancement Grant match . Seconded by Mr. Lake. Motion carried.***

3. Appraisal of the Marino property – \$2,500

Mr. Davis reviewed the request forwarded from the Building & Property Committee to appropriate \$2,500 for the appraisal of the Marino property near D'Olive Creek. Mr. Davis stated having the appraisal will assist the Mayor with property purchase negotiations. (*The appraisal is needed for evaluations and consideration of purchase of property to extend the Village Point Park Preserve*).

***Motion by Mr. Davis to appropriate \$2,500 from Lodging Tax fund for an appraisal of the Marino property near D'Olive Creek . Seconded by Mr. Lake. Motion carried.***

**GENERAL FUND:**

**4. Civic Center Part-Time Events Assistant - \$18,472 (Annual Salary + Benefits)**

Discussion was made on the requested position. Mr. Fry noted this was discussed during the FY2015 Personnel discussions. Mr. Rudicell discussed the need for the position and that initial budget discussions on Civic Center's budget including overtime, temporary services or approving a part-time position pending the approval of the Civic Center, Convention and Visitor's Bureau budget. Discussion continued on the requested Part-Time Events Assistant position. Mr. Davis stated he felt they should table this request. Mr. Scott discussed the timeline of the Mayor approving hiring of this position. Mr. Fry stated the Ordinance would have two reads so there would be 30 days for discussion if needed. Mr. Lake stated the cost benefit of hiring a part-time person needs to be considered before the Civic Center gets into its busy season and overtime is required. The Mayor stated he does not have a problem with appropriating funds for overtime or the part-time events assistant position – his recommendation would be for a part-time position but he felt it needed more discussion.

***Motion by Mr. Lake to adopt an ordinance approving a Part-Time Events Assistant in the Civic Center Department. Seconded by Mr. Scott. Motion carried.***

**B. Volunteer Fire Department Loan Agreement: Ladder Truck - \$450,000 (Ordinance)**

Mrs. Henson reviewed the Resolution and agreement between the City and the Volunteer Fire Department for a loan to purchase a new Aerial Ladder truck. Mrs. Henson noted that Ordinance 2014-46 includes an appropriation for the estimated cost of the fire truck - \$775,000. Mrs. Henson noted the Mayor's email states the Volunteer Fire Department loan in the amount of \$450,000 (partial reimbursement of the new truck) will have annual payments of \$75,000 due over the next six years.

***Motion by Mr. Lake to recommend to Council to adopt a Resolution authorizing the Mayor to execute an agreement with the Volunteer Fire Department for a \$450,000 loan to apply to the purchase an Aerial Ladder Truck . Seconded by Mr. Scott. Motion carried.***

**V. OLD BUSINESS**

**VI. ADJOURN** The meeting adjourned at 6:00 p.m.

**MATRIX-21**  
**A BRIEFING FOR THE DAPHNE FINANCE COMMITTEE**  
**NOVEMBER 10, 2014**

- WE HAVE A HISTORY.
- WE HAVE AN INCREASING "SHARED VISION" FOR HOW TO DEVELOP & IMPLEMENT A "REAL STRATEGIC PLAN."
- WE HAVE A "STRENGTH BASED" VIEW OF MOVING DAPHNE FORWARD IN A PLANNED, BUDGETED AND OPERATIONAL MANNER.
  - DAPHNE STRENGTHS
  - MATRIX-21 STRENGTHS

1 + 1 = 3.....MAYBE 3.5!
- WE ARE REALISTIC ABOUT CHALLENGES...AND UNATTENDED OPPORTUNITIES.... KEEPING US FROM BEING THE BEST CITY GOVERNMENT IN SW ALABAMA!

**CONCLUSIONS & RECOMMENDATIONS**

1. WE MUST BEGIN...NOW..TO IDENTIFY, PRIORITIZE & ADDRESS OUR BASIS CHALLENGES BEFORE MEANINGFUL STRATEGIC AND OPERATIONS PLANNING AND SERVICE DELIVERY CAN OCCUR!
2. M-21 CONSULTING RECOMMENDS: TWO VERY DISTINCT PHASES:
  - PHASE I: IDENTIFY, PRIORITIZE AND ADDRESS SYSTEMS, PROCEDURES, PRACTICES, ROLES AND RESPONSIBILITIES THAT REQUIRE OUR ATTENTION.
  - PHASE II: DEFER STRATEGIC PLANNING UNTIL SPRING 2015.

**RETAIN M-21 FOR 100 HOURS/MO. FOR 3 MONTHS (RENEWABLE BY COUNCIL IN ADDITIONAL 3 MONTH INCREMENTS) TO ADDRESS PRIORITY "NEEDS AND FIXS."**

**Dane Haygood**  
Mayor  
**Vickie Hinman**  
Human Resources Director



**Sherree Hilburn**  
Payroll and Benefits Coordinator

**Sandi Cushway**  
Human Resources Assistant

November 6, 2014

**HUMAN RESOURCES DEPARTMENT**  
**ACTIVITY REPORT**

<b><u>Positions</u></b>	<b><u>Status</u></b>
Finance Director	Posted 11/4-11/25
Computer Services Technician	Open
Accountant	DOH: 10/30/14
Office Asst., City Hall	Posted 10/30-11/13
HR position	Open
Firefighter (2)	DOH: 10/23 & 11/13
Marketing Coordinator	Open
Accounting Technician (Revenue)	Open
Planner (Community Development)	Open

**Safety Committee meeting was on October 29, 2014.**

The Committee Reviewed reports of City employee injuries and property damages for previous month. Employee Safety Committee reviewed and revised Safety Handbook policies. Discussed AMIC's Loss Control inspection – reviewed some issues discovered during the inspection for corrective actions. Inspections of emergency lighting functioning properly, locks on electrical panels at sports parks, replenish inadequate fall material at all playground areas.

**HR projects/meetings:**

- Make-up Sexual Harassment training for Supervisors and Department Heads on November 18
- Auditing Personnel Files
- Research badge printer

Human Resources Department  
P.O. Box 400 Daphne, Alabama 36526  
Phone: (251) 621-3075 • Fax: (251) 621-4506

## TREASURER'S REPORT

As of October 31, 2014

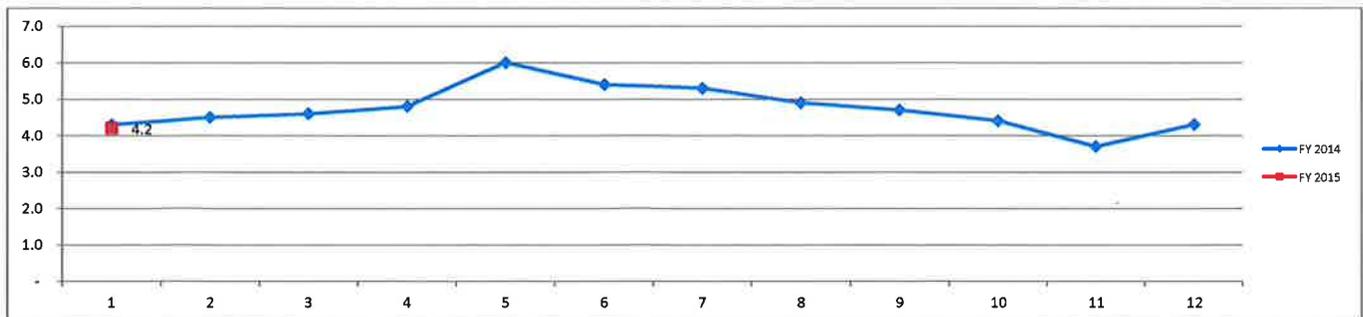
Account Type/Title	Bank / Brokerage	10/31/2014	9/30/2014	Increase (Decrease) from last Month	Balance Last Year 10/31/2013	Increase (Decrease) from Last Year
<b>GENERAL FUND &amp; ENTERPRISE FUNDS</b>	Compass Bank1	\$ 3,885,212	\$ 4,282,585	\$ (397,373)	\$ 4,327,297	\$ (442,085)
<b>INVESTMENT FUND</b>	Raymond James	5,186,737	5,186,737	-	\$ 5,158,255	\$ 28,482
<b>MUNICIPAL COURT</b>	Compass Bank2	128,520	78,507	50,013	\$ 108,001	\$ 20,519
<b>Total Unrestricted Funds</b>		<b>9,200,469</b>	<b>9,547,829</b>	<b>(347,360)</b>	<b>\$ 9,593,553</b>	<b>\$ (393,084)</b>
<b>SPECIAL REVENUE FUNDS</b>						
MUNICIPAL COURT	Compass Bank1	6,276	29,457	(23,181)	(33,984)	40,260
SELF INSURANCE	Compass Bank1	47,635	59,941	(12,306)	47,438	197
FLEX SPENDING	Compass Bank1	16,775	12,183	4,592	(6,162)	22,937
4 CENT GAS TAX	PNC Bank1	105,638	100,760	4,878	118,964	(13,326)
7 CENT GAS TAX	PNC Bank2	392,475	386,508	5,967	407,247	(14,772)
TREE & FLOWER	Compass Bank1	17,200	17,200	-	-	17,200
SAIL SITE	PNC3/Compass1	669	3,220	(2,551)	536	133
NON-MAJOR STORMS	Compass Bank1	(447,513)	(178,591)	(268,922)	-	(447,513)
BP OIL SPILL	Compass Bank1	426,768	426,768	0	426,768	0
FEDERAL DRUG FORFEITURES	Compass Bank1	14,360	37,654	(23,294)	49,078	(34,718)
LOCAL DRUG FORFEITURES	Compass Bank1	22,832	21,822	1,010	9,057	13,775
LIBRARY	Compass Bank1	(14,313)	(11,856)	(2,457)	25,217	(39,530)
CONCESSION STAND	Compass Bank1	(5,011)	(3,710)	(1,301)	(5,598)	587
COURT TRAINING & EQUIPMENT	Compass Bank2	27,520	27,385	135	24,318	3,202
COURT JUDICIAL ADMINISTRATIVE	Compass Bank2	87,046	86,334	712	49,358	37,688
COURT CORRECTION	Compass Bank2	174,131	189,229	(15,098)	203,416	(29,285)
LODGING TAX	Compass Bank1	2,168,479	2,126,556	41,923	978,169	1,190,310
		3,040,967	3,330,860	(289,893)	2,293,822	747,145
<b>CAPITAL PROJECT FUNDS</b>						
CAPITAL RESERVE	Wells Fargo Bank1	1,184,279	1,024,741	159,538	1,616,749	(432,470)
2012 CONSTRUCTION	Regions Bank	477,330	504,272	(26,942)	906,231	(428,901)
		1,661,609	1,529,013	132,596	2,522,980	(861,371)
<b>DEBT SERVICE FUNDS</b>						
DEBT SERVICE	Wells Fargo Bank2	2,466,754	2,125,245	341,509	1,647,750	819,004
<b>Total Restricted Funds</b>		<b>7,169,330</b>	<b>6,985,118</b>	<b>184,212</b>	<b>6,464,552</b>	<b>704,778</b>
<b>Total City Funds</b>		<b>\$ 16,369,799</b>	<b>\$ 16,532,947</b>	<b>\$ (163,148)</b>	<b>\$ 16,058,105</b>	<b>\$ 311,694</b>

# of Months of **UNRESTRICTED Cash** to cover monthly  
Operating Expenses & Debt Service

4.2

4.3

4.3



**Encumbrances FY 05 - FY 13: \$132,136 (as of 9/30/14)**

**1003-280281**

**Reserve for Encumbrances**

<b>9/30/2014</b>	FY 05	30,000.00	Civic Center: Electronic Signage
	FY 07	1,368.81	Grounds Beautification Supplies
	FY 2009	2,125.00	Beautification Supplies
	FY 2010	12,162.50	Upgrading City Hall Telecommunications
		(7,150.32)	Upgrading City Hall Tele. Applied to 126231-591105, FY13
		<u>2,080.00</u>	Ord 10-20 Sports Complex Erosion/Sediment
		7,092.18	
	FY 2011	18,215.00	US 98 Medians
		<u>6,000.00</u>	Justice Center Roof Repairs
		24,215.00	
	FY 2012	876.11	Animal Shelter Improvements
		5,450.00	PD Roof
		3,482.70	Library Carpet/Painting/Shelving Applied to 183000-592151, FY13
		<u>5,000.00</u>	Emergency Op. Plan
		14,808.81	
	FY 2013	50,000.00	Recreation-Senior Center flooring
		2,000.00	PO#01302663 Kirby Built - Rec Bench
		525.72	Beautification - Trees for FY 2014 Arbor Day
		<u>52,525.72</u>	

<b>Total</b>	<b>132,135.52</b>
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# SALES & USE TAXES

## FY 2014 BUDGET vs ACTUAL

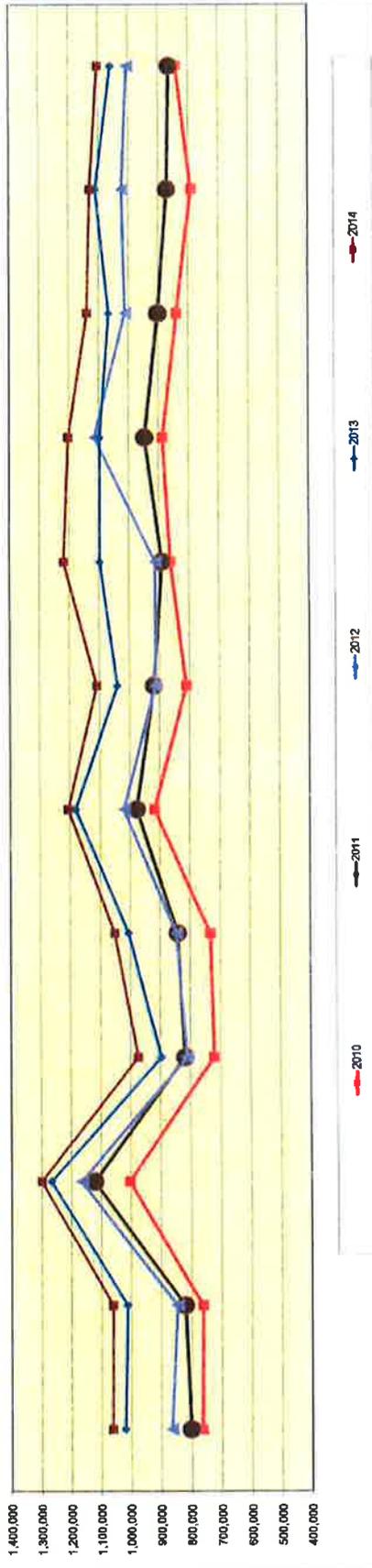
	ACTUAL COLLECTIONS												FY 2014 BUDGET vs ACTUAL		
	2010	2011	2012	2013	2014	7/8 Year Sparklines						Budget	Monthly Variance	YTD Variance	% of Budget
October	764,641.13	800,512.03	864,727.27	1,019,065.37	1,062,861.14							1,031,207	31,654.56	31,654.56	3.1%
November	761,955.37	819,834.09	845,342.45	1,011,813.96	1,061,121.86							1,028,397	32,725.11	64,379.67	3.2%
December	1,004,037.20	1,121,383.45	1,165,135.62	1,266,051.50	1,299,075.20							1,364,761	(65,685.73)	(1,306.06)	-4.8%
January	723,504.28	817,230.14	809,785.59	895,717.19	974,224.69							969,137	5,087.76	3,781.70	0.5%
February	733,335.60	840,768.01	845,101.34	1,004,349.50	1,051,602.29							1,033,479	18,123.71	21,905.41	1.8%
March	916,657.55	976,181.39	1,018,721.43	1,181,007.55	1,205,342.67							1,220,063	(14,719.90)	7,185.51	-1.2%
April	809,588.73	916,536.59	911,438.60	1,039,769.87	1,110,085.05							1,101,677	8,407.73	15,593.24	0.8%
May	862,254.54	889,945.33	911,839.30	1,098,548.05	1,218,956.40							1,114,196	104,760.17	120,353.41	9.4%
June	887,262.68	946,206.78	1,114,149.53	1,097,507.32	1,202,126.66							1,213,130	(11,003.05)	109,350.36	-0.9%
July	839,192.33	902,457.24	1,010,193.08	1,065,215.02	1,139,120.72							1,143,981	(4,860.57)	104,489.79	-0.4%
August	790,713.80	871,437.04	1,021,267.76	1,110,126.44	1,129,483.17							1,153,572	(24,089.06)	80,400.73	-2.1%
September	841,035.40	863,630.36	1,004,661.04	1,058,958.43	1,104,411.74							1,125,482	(21,070.16)	59,330.57	-1.9%
<b>Totals</b>	<b>9,934,178.61</b>	<b>10,766,122.45</b>	<b>11,522,363.01</b>	<b>12,848,130.20</b>	<b>13,558,411.59</b>							<b>13,499,081</b>	<b>59,330.57</b>		<b>0.4%</b>

Budgeted Dollar Increase FY13 vs FY14	650,951
Budgeted Percent Increase FY13 vs FY14	5.1%

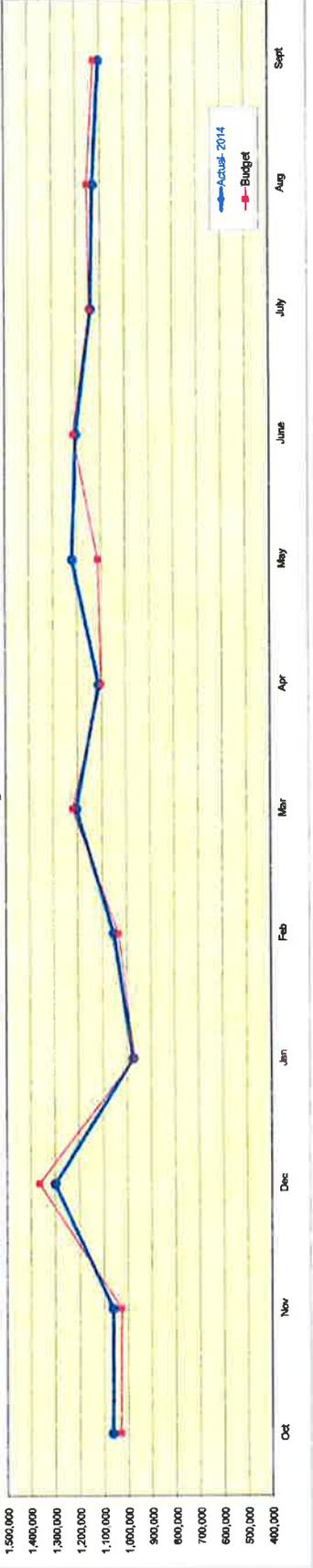
## Fiscal Year Changes Year Over Year

	\$ Change												Percent Change		
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	6/7 Year Sparklines						2011-2012	2012-2013	2013-2014	6/7 Year Sparklines
October	35,870.90	64,215.24	154,338.10	43,795.77	49,307.90							8.0%	17.8%	4.3%	
November	57,878.72	25,508.36	166,471.51	49,307.90	33,023.70							3.1%	19.7%	4.9%	
December	117,346.25	43,752.17	100,915.88	85,931.60	78,507.50							3.9%	8.7%	2.6%	
January	93,725.86	(7,444.55)	85,931.60	47,252.79	24,335.12							-0.9%	10.6%	8.8%	
February	107,432.41	4,333.33	159,248.16	47,252.79	70,315.18							0.5%	18.8%	4.7%	
March	59,523.84	42,540.04	162,286.12	128,331.27	120,408.35							4.4%	15.9%	2.1%	
April	106,947.86	(5,097.99)	186,708.75	128,331.27	104,619.34							-0.6%	14.1%	6.8%	
May	27,690.79	21,893.97	186,708.75	120,408.35	73,905.70							2.5%	20.5%	11.0%	
June	58,944.10	167,942.75	55,021.94	104,619.34	19,356.73							17.7%	-1.5%	9.5%	
July	63,264.91	107,735.84	88,858.68	73,905.70	45,453.31							11.9%	8.7%	1.7%	
August	80,723.24	149,830.72	54,297.39	19,356.73								17.2%	5.4%		
September	22,594.96	141,030.68	54,297.39	45,453.31								16.3%			
<b>Annual \$ Cha</b>	<b>831,943.84</b>	<b>756,240.56</b>	<b>1,325,767.19</b>	<b>710,281.39</b>								<b>7.0%</b>	<b>11.5%</b>	<b>5.5%</b>	

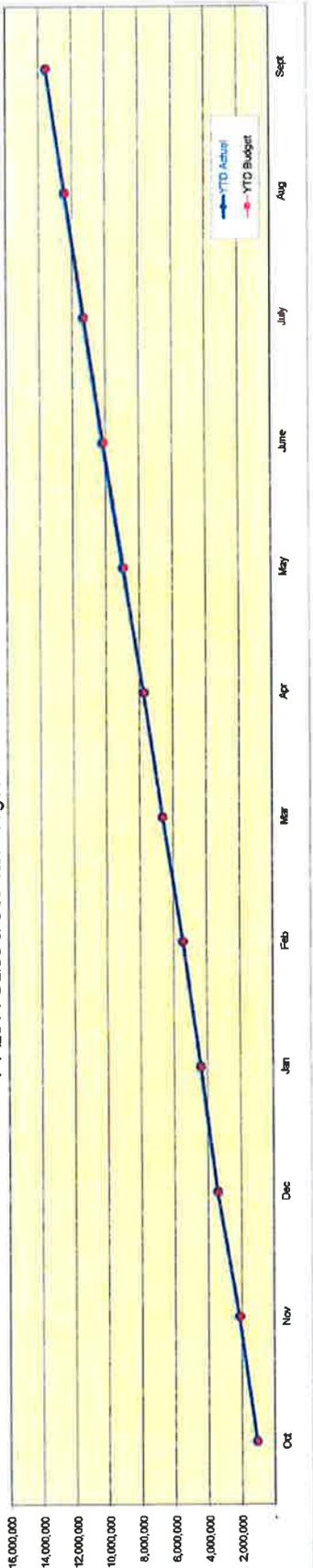
Sales & Use Tax Comparisons



FY 2014 Sales & Use Tax Budget vs. Actual - Monthly



FY 2014 Sales & Use Tax Budget vs. Actual - YTD



MONTHLY LODGING TAX COLLECTIONS

ACTUAL COLLECTIONS

	FY 10	FY 11	FY 12	FY 13	FY 14	10 Year Spark Line
October	39,405.56	56,001.39	52,002.53	51,578.40	48,382.05	
November	33,763.37	48,329.73	47,568.08	43,459.48	43,912.92	
December	31,571.38	47,210.56	42,279.22	40,495.14	39,122.53	
January	42,883.70	49,006.12	41,917.34	47,548.01	43,198.04	
February	46,998.32	43,052.68	47,346.50	54,207.03	49,784.71	
March	52,771.52	67,422.43	70,058.33	64,325.47	71,954.97	
April	41,531.05	48,487.83	51,939.06	47,434.55	86,245.34	
May	66,820.96	57,880.48	54,740.45	68,448.49	107,155.55	
June	79,822.84	67,544.77	69,822.91	71,090.89	127,920.37	
July	91,906.47	76,631.86	79,417.80	94,310.47	139,397.37	
August	63,323.58	52,820.33	50,417.73	52,427.99	93,733.35	
September	52,662.79	45,216.75	46,968.89	45,148.35	71,790.24	
<b>Total</b>	<b>643,461.54</b>	<b>659,604.93</b>	<b>654,478.84</b>	<b>680,474.07</b>	<b>922,597.44</b>	

Ord 1997-28 adopted December 8, 1997 incr levy from 3% to 4%  
 Ord 2014-06 adopted February 17, 2014 incr levy from 4% to 6% - effective for Collections for April 2014 reflected in May 2014

CHANGE IN DOLLARS

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	9 Year Spark Line
October	(7,137.64)	16,595.83	(3,998.86)	(424.13)	(3,196.35)	
November	(6,415.32)	14,566.36	(761.65)	(4,108.60)	453.44	
December	(6,573.31)	15,639.18	(4,931.34)	(1,784.08)	(1,372.61)	
January	3,177.66	6,122.42	(7,088.78)	5,630.67	(4,349.97)	
February	299.31	(3,945.64)	4,293.82	6,860.53	(4,422.32)	
March	(459.33)	14,650.91	2,635.90	(5,732.86)	7,629.50	
April	(2,746.70)	6,956.78	3,451.23	(4,504.51)	38,810.79	
May	23,527.22	(8,940.48)	(3,140.03)	13,708.04	38,707.06	
June	23,328.73	(12,278.07)	2,278.14	1,267.76	56,829.68	
July	31,286.69	(15,274.61)	2,785.94	14,892.67	45,086.90	
August	18,686.76	(10,503.25)	(2,402.60)	2,010.26	41,305.36	
September	17,232.17	(7,446.04)	1,752.14	(1,820.54)	26,641.89	
<b>Total</b>	<b>94,206.24</b>	<b>16,143.39</b>	<b>(5,126.09)</b>	<b>25,995.23</b>	<b>242,123.37</b>	

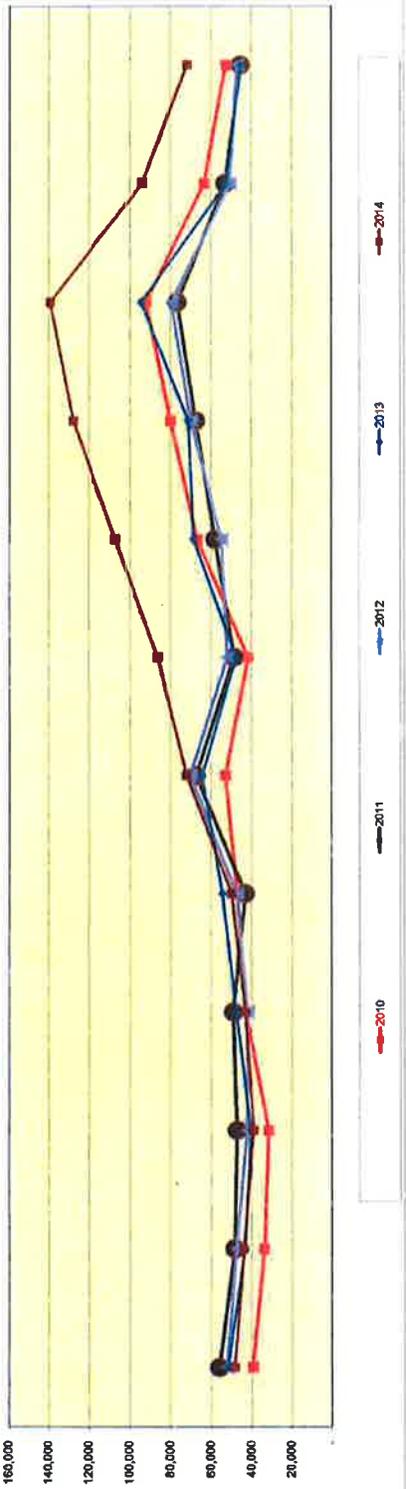
FY 2014 BUDGET vs. ACTUAL

	Budget	Monthly Variance	YTD Variance	% of Budget
October	50,915.78	(2,533.73)	(2,533.73)	-5.0%
November	44,297.04	(384.12)	(2,917.85)	-0.9%
December	41,338.02	(2,215.49)	(5,133.34)	-5.4%
January	46,404.03	(3,205.99)	(8,339.34)	-6.9%
February	49,026.58	758.13	(7,581.20)	1.5%
March	65,139.77	6,815.20	(766.00)	10.5%
April	48,460.57	37,784.77	37,018.76	78.0%
May	63,428.65	43,726.90	80,745.66	68.9%
June	73,763.60	54,156.77	134,902.43	73.4%
July	87,577.05	51,820.32	186,722.75	59.2%
August	56,033.71	37,699.64	224,422.39	67.3%
September	48,615.19	23,175.05	247,597.44	47.7%
<b>Total</b>	<b>675,000.00</b>	<b>247,597.44</b>		<b>36.7%</b>

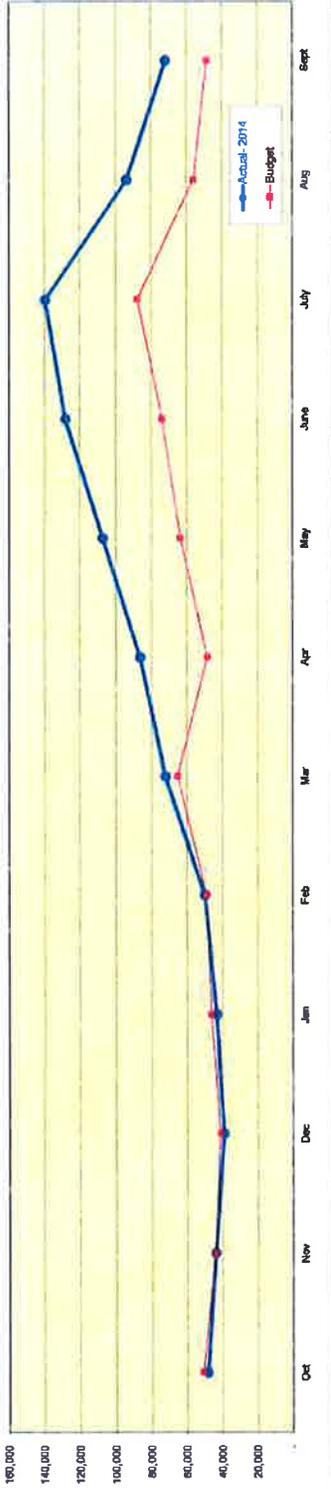
CHANGE IN PERCENTAGE

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	9 Year Spark Line
October	-18.1%	29.6%	-7.7%	-0.8%	-6.6%	
November	-19.0%	30.1%	-1.6%	-9.5%	1.0%	
December	-20.8%	33.1%	-11.7%	-4.4%	-3.5%	
January	7.4%	12.5%	-16.9%	11.8%	-10.1%	
February	0.6%	-9.2%	9.1%	12.7%	-8.9%	
March	-0.9%	21.7%	3.8%	-8.9%	10.6%	
April	-6.6%	14.3%	6.6%	-9.5%	45.0%	
May	35.2%	-15.4%	-5.7%	20.0%	36.1%	
June	29.2%	-18.2%	3.3%	1.8%	44.4%	
July	34.0%	-19.9%	3.5%	15.8%	32.3%	
August	29.5%	-19.9%	-4.8%	3.8%	44.1%	
September	32.7%	-16.5%	3.7%	-4.0%	37.1%	
<b>% Change</b>	<b>14.6%</b>	<b>2.4%</b>	<b>-0.8%</b>	<b>3.8%</b>	<b>26.2%</b>	

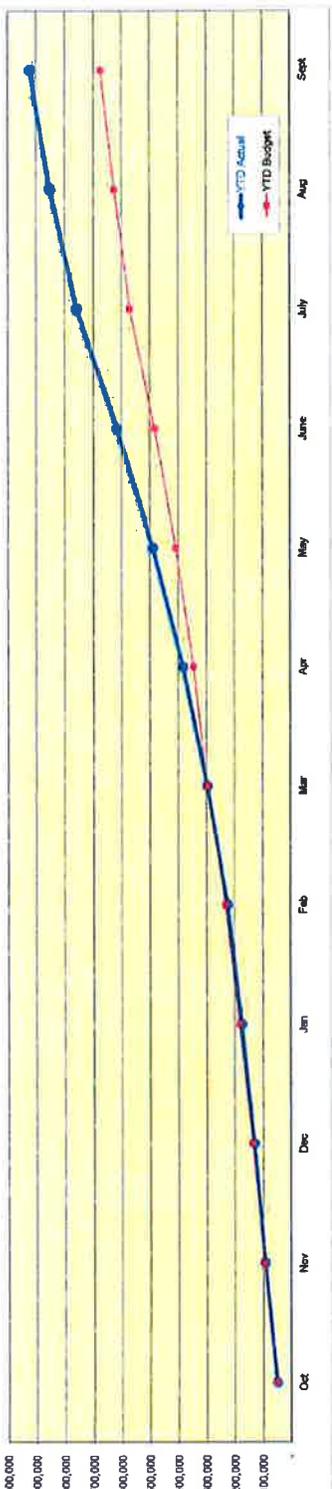
Lodging Tax Comparisons Year over Year



FY 2014 Lodging Tax Budget vs. Actual - Monthly



FY 2014 Lodging Tax Budget vs. Actual - YTD



**Lodging Tax Fund - DRAFT**  
**Statement of Revenues Over(Under)Expenditures**  
**For the Fiscal Year ended September 30**

	ACTUAL FY 1995-2004	ACTUAL FY 2005-2010	ACTUAL FY 2011	ACTUAL FY 2012	ACTUAL FY 2013	DRAFT URB FY 2014	DRAFT URB* 10/31/14	Total
<b>Revenues</b>								
Lodging Taxes	1,596,764.95	3,506,472.72	659,604.93	654,478.84	680,474.07	895,955.55	71,790.24	8,065,541.30
Settlement	30,000.00	-	-	-	-	-	-	30,000.00
Donations	240,300.00	10,000.00	-	-	-	-	-	250,300.00
Grants	498,100.00	1,390,048.13	21,768.93	52,629.91	98,059.17	-	-	2,060,606.14
<b>Total Revenues</b>	<b>2,365,164.95</b>	<b>4,906,520.85</b>	<b>681,373.86</b>	<b>707,108.75</b>	<b>778,533.24</b>	<b>895,955.55</b>	<b>71,790.24</b>	<b>10,406,447.44</b>
<b>Expenditures</b>								
Industrial Development Board	45,002.65	175,428.43	32,980.25	32,723.95	34,023.69	92,652.93	9,332.73	422,144.63
Downtown Redevelopment Authority	-	-	-	97,877.29	34,023.69	42,540.38	3,589.51	178,030.87
Cost of Debt Issuance	112,241.61	-	-	-	-	-	-	112,241.61
	157,244.26	175,428.43	32,980.25	130,601.24	68,047.38	135,193.31	12,922.24	712,417.11
<b>BayFront Property Related Exp</b>								
Bay Front Property	4,684,723.62	666,067.18	-	-	-	-	-	5,350,790.80
Bay Front Parking Lot	-	105,793.06	-	-	-	24,028.11	-	129,821.17
Bay Front Swing Bench	-	3,896.87	-	-	-	-	-	3,896.87
Bay Front Park Improvements	-	2,358.75	500.00	-	-	-	-	2,858.75
Bay Front Park Deck	-	-	-	-	20,000.00	-	-	20,000.00
Bay Front Restrooms	-	44,139.11	1,947.28	-	-	-	-	46,086.39
Bay Front Invasive Species Grant	-	-	-	47,163.35	-	3,181.25	-	50,344.60
Boardwalk Parking Lot	-	-	-	-	-	17,459.00	-	17,459.00
Boardwalks & Walking Trails	-	-	-	2,535.00	-	-	-	2,535.00
Building Improvements	48,956.64	56,000.97	-	44,158.00	-	-	-	149,115.51
Captain O'Neal Sidewalk	-	25,413.49	-	-	-	-	-	25,413.49
D'Olive Creek Pedestrian Bridge	-	85,279.08	7,965.00	-	98,627.66	2,043.73	-	193,915.47
Gator Alley Bridge	-	-	-	-	8,174.90	1,097.45	-	9,272.35
May Day Playground Eqpt	-	30,792.49	-	-	-	-	-	30,792.49
May Day Boat Ramp	-	414,655.63	18,247.24	-	-	-	-	432,902.87
May Day Parking Lot	-	271,248.90	-	-	-	-	-	271,248.90
May Day Drainage	-	5,000.00	-	-	-	-	-	5,000.00
May Day Sand Movement Study	-	12,273.50	15,726.50	20,634.00	14,147.00	-	-	62,781.00
May Day Grounds & Landscaping	-	-	-	5,000.00	-	-	-	5,000.00
Mobile Bay NEP Contribution	-	-	-	7,000.00	-	-	-	7,000.00
Property Improvements	1,712.30	2,244.00	-	2,629.57	-	-	-	6,585.87
Village Point Grant	-	-	10,823.95	-	24,852.02	-	-	35,675.97
Williams Property (1/2) Brdwlk Prkng Lot	-	-	-	-	-	47,138.87	-	47,138.87
<b>Total Bay Front Related Exp</b>	<b>4,735,392.46</b>	<b>1,725,163.03</b>	<b>55,209.97</b>	<b>129,119.92</b>	<b>165,801.58</b>	<b>94,948.41</b>	<b>-</b>	<b>6,905,635.37</b>
<b>Recreation Exp</b>								
(Rec Loan from GF-\$643,644 Forgiven 6/1/14)	-	-	-	-	-	-	-	-
Sports Complex Entrance Rd (FY12-14)	-	-	-	51,647.38	779,444.30	48,517.98	-	879,609.66
Softball/Football Lighting (FY11)	-	-	449,084.04	-	-	-	-	449,084.04
Bathroom/Concessions (2) (FY10-11)	-	1,152.00	273,593.93	-	-	-	-	274,745.93
Bleachers (4) (FY11)	-	-	50,000.00	-	-	-	-	50,000.00
Fence/Net Replacmnt-net of ins (FY11)	-	-	2,062.50	-	-	-	-	2,062.50
Repair-Bchr/Conces Roof-net of ins (FY11)	-	-	23,197.52	-	-	-	-	23,197.52
<b>Total Recreation Exp</b>	<b>-</b>	<b>1,152.00</b>	<b>797,937.99</b>	<b>51,647.38</b>	<b>779,444.30</b>	<b>48,517.98</b>	<b>-</b>	<b>1,678,699.65</b>
<b>Other Financing Sources (Uses)</b>								
Debt Proceeds	5,177,983.00	-	-	-	-	-	-	5,177,983.00
Transfers from General Fund	353,433.00	(353,433.00)	-	-	-	643,643.56	-	643,643.56
Transfers to Debt Service	(3,042,540.12)	(1,080,638.30)	(166,139.22)	(167,064.00)	(103,080.00)	(137,838.00)	(12,995.00)	(4,710,294.64)
Transfers to Gen Fund	(20,322.18)	-	-	-	-	-	-	(20,322.18)
<b>Other Financing Sources (Uses)</b>	<b>2,468,553.70</b>	<b>(1,434,071.30)</b>	<b>(166,139.22)</b>	<b>(167,064.00)</b>	<b>(103,080.00)</b>	<b>505,805.56</b>	<b>(12,995.00)</b>	<b>1,091,009.74</b>
<b>Rev &amp; Financing Sources Over (Under) Expend &amp; Financing Uses</b>	<b>(58,918.07)</b>	<b>1,570,706.09</b>	<b>(370,893.57)</b>	<b>228,676.21</b>	<b>(337,840.02)</b>	<b>1,123,101.41</b>	<b>45,873.00</b>	<b>2,200,705.05</b>

Reserve: In-Progress Projects: BdWalk Repairs: as of 9/14 **(8,982.90)**  
 Reserve for Recreation **(269,998.46)**  
 Unreserved **1,921,723.69**

Lodging Taxes were levied 9/95 @ 3%  
 12/97 increase to 4% (Ord 1997-28) / 4/14 Increase to 6% (Ord 2014-06)  
 FY 01 IDB Contributions started / DTR Authority added FY 10  
 DTR: FY 10-\$32,173.09/ FY 11-\$32,980.25/FY 12-\$32,723.95=\$97,877.29  
 Current Allocations: 13% IDB  
                           5% Downtown Redevelopment  
                           32% Debt Service & Bay Front Property Uses:  
                                     Acq, Dev, & Maint  
                           50% Recreation Related Capital

As of June 1, 2014:  
 Original Recreation Loan \$1,678,700  
 Repaid from Collections \$ (1,035,056)  
 Loan Balance 6/1/14 \$643,644  
 Ord 2014-27 Debt Forgiven \$ (643,644)  
 Recreation Balance Owed \$0

Prior Mo Unreserve 1,911,745.81  
 Prior Mo Res for Rec 234,103.34

# BUSINESS LICENSE ACTIVITY -OCTOBER 2014

NEW BUSINESS LICENSES (BY TYPE)		
NAICS	ACTIVITY	QTY
11	Agriculture, Forestry, Fishing and Hunting	
21	Mining, Quarrying, and Oil & Gas Extraction	
22	Utilities	
23	Construction	16
31-33	Manufacturing	1
42	Wholesale Trade	
44-45	Retail Trade	5
48-49	Transportation and Warehousing	1
51	Information	
52	Finance and Insurance	
53	Real Estate, and Rental & Leasing	4
54	Professional, Scientific, and Technical Services	
55	Management of Companies & Enterprises	10
56	Administrative, Support, Waste Mgmt, and Remediation Services	1
61	Educational Services	
62	Health Care and Social Assistance	1
71	Arts, Entertainment, and Recreation	1
72	Accommodation and Food Services	1
81	Other Services (not elsewhere specified, such as personal care)	6
<b>TOTAL NEW BUSINESS LICENSES (BY TYPE)</b>		<b>46</b>

NEW BUSINESS LICENSES (BY LOCATION)	
<b>Daphne (physical location)*</b>	<b>4</b>
Daphne (no physical location/home-based businesses)	9
Baldwin County	11
Mobile County	7
In State (not including Baldwin/Mobile counties)	5
Out of State	10
<b>TOTAL NEW BUSINESS LICENSES (BY LOCATION)</b>	<b>46</b>

*NEW BUSINESSES LOCATED IN DAPHNE		
NAICS	NAME & ADDRESS	
23	Construction	
31	Manufacturing	2
44-45	Retail Trade	1
48-49	Transportation and Warehousing	
54	Professional, Scientific, and Technical Services	
55	Management of Companies & Enterprises	
71	Arts, Entertainment, and Recreation	
72	Accommodation and Food Services	1
<b>*TOTAL NEW BUSINESSES LOCATED IN DAPHNE</b>		<b>4</b>

CLOSED BUSINESSES LOCATED IN DAPHNE		
NAICS	NAME & ADDRESS	
44-45	Retail Trade	1
<b>TOTAL CLOSED BUSINESSES LOCATED IN DAPHNE</b>		<b>1</b>

NET GAIN/-LOSS BUSINESSES LOCATED IN DAPHNE	
	<b>3</b>

BUSINESS LICENSE COUNT through 07/31/2014	
Issued THIS MONTH:	
NEW Licenses	46
RENEWAL Licenses	17
PRIOR YEAR Licenses	3
<b>Total Issued THIS MONTH</b>	<b>66</b>
<b>Total Issued THIS MONTH - PREVIOUS YEAR</b>	<b>74</b>
<b>Net Gain/-Loss Current VS Previous Yr MONTH</b>	<b>-8</b>
<b>Total Issued YTD 2014</b>	<b>4,220</b>
<b>Total Issued in 2013</b>	<b>4,047</b>
<b>Net Gain/-Loss Current VS Previous Yr YTD</b>	<b>173</b>



# RatingsDirect®

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## Summary:

# Daphne, Alabama; General Obligation

### Primary Credit Analyst:

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### Secondary Contact:

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Rationale

Outlook

Related Criteria And Research

**Summary:**

# Daphne, Alabama; General Obligation

**Credit Profile**

<b>Daphne GO</b>		
<i>Long Term Rating</i>	AA+/Stable	Upgraded
<b>Daphne GO</b>		
<i>Unenhanced Rating</i>	AA+(SPUR)/Stable	Upgraded
Many issues are enhanced by bond insurance.		

**Rationale**

Standard & Poor's Ratings Services raised its long-term rating on Daphne, Ala.'s outstanding general obligation (GO) warrants to 'AA+' from 'AA'. The outlook is stable. The upgrade reflects the city's conservative management and our local GO criteria released Sept. 12, 2013.

Daphne's GO warrants are backed by the city's full faith and credit pledge.

The 'AA+' rating reflects our assessment of the following factors for the city:

**Strong economy**

Daphne's local economy is, in our opinion, very strong with per capita market value at roughly \$75,246 and projected per capita effective buying income at 126.9% of the national average. According to the Bureau of Labor Statistics, the unemployment rate (2013) for Baldwin County was 5.8%. In our view, residents benefit from participation in the broad and diverse Daphne-Fairhope-Foley metropolitan area, which we view as a credit strength. Despite the very strong economic scores, the city still relies on tourism for 20% of local jobs, which could lead to some weakness should a weather event affect the city before its peak tourism season.

**Strong management**

Daphne's management conditions are, in our view, strong with "good" financial practices under our Financial Management Assessment methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis. Strengths of the assessment, in our opinion, include strong revenue and expenditure assumptions in the budgeting process, strong oversight in terms of monitoring progress against the budget during the year, and a long-term capital plan as well as a five-year financial forecast.

**Very strong budgetary flexibility**

We feel Daphne's budgetary flexibility is very strong, with available reserves at 55.6% of operating expenditures in fiscal 2013. The city's expectations for fiscal years 2014 and 2015 indicate surpluses which it intends to use to fund road resurfacing projects, but we still do not anticipate significant declines in its reserve position. The available fund balance was above 30% of expenses for the most recent audited year and we expect it to remain so for the current and following years, which we view as a credit strength.

*Summary: Daphne, Alabama; General Obligation*

**Very strong liquidity**

In our view, very strong liquidity supports Daphne's finances, with total government available cash to government fund expenditures and cash to debt service at 35% and 22.5x, respectively. Based on past issuance of debt, we believe that the issuer has strong access to capital markets to provide for liquidity needs if necessary.

**Adequate budgetary performance**

We feel Daphne's budgetary performance is adequate overall, with a surplus of 2.5% for the general fund and a deficit of 9.3% for the total governmental funds in fiscal 2013. Again, the primary reason behind this deficit is the city's decision to fund road resurfacing projects on a pay-as-you-go basis. Our expectations are that the city will continue to operate with slight surpluses in the general fund and minor deficits in the total governmental funds as its ending results since it is focused on using excess funds to fund road projects.

**Adequate debt and contingent liabilities**

In our opinion, Daphne's debt and contingent liabilities profile is adequate. Total governmental fund debt service to total governmental fund expenditures and net direct debt to total governmental funds revenue are 15.6% and 130.8%, respectively. Approximately 68.4% of the debt is to be repaid over 10 years, which we feel is a credit strength. We believe the net debt to market value is a low 2.7% and a positive credit factor. Last year, Daphne contributed 100% of its annual required pension contribution. The annual pension costs account for 2.2% of the total government expenditures in fiscal 2013. The city does not offer other postemployment benefits.

**Strong institutional framework**

We consider the Institutional Framework score for Alabama cities and towns strong.

**Outlook**

Our expectation is that Daphne will continue to budget conservatively and be able to generate surpluses. While the city will use a portion of the surpluses to fund road projects, it is unlikely that the already-strong reserve position will get stronger.

However, the city's debt and contingent liabilities factor could improve, which may cause us to raise the rating if it does. Conversely, should the city experience any significant financial deterioration, there is a potential for us to lower the rating, although it seems unlikely over the next two years.

**Related Criteria And Research**

**Related Criteria**

- USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013

**Related Research**

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Institutional Framework Overview: Alabama Local Governments

Complete ratings information is available to subscribers of RatingsDirect at [www.globalcreditportal.com](http://www.globalcreditportal.com). All ratings

*Summary: Daphne, Alabama; General Obligation*

affected by this rating action can be found on Standard & Poor's public Web site at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.



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October 13, 2014

Finance Director/Treasurer  
City of Daphne  
PO Box 400  
Daphne AL 36526-0400

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2013, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. As the designated individual we have enclosed your AFRA.

Continuing participants will find a certificate and brass medallion enclosed with these results. First-time recipients will find a certificate enclosed with these results followed by a plaque in about 10 weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, [www.gfoa.org](http://www.gfoa.org).

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by March 31, 2015.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,  
Government Finance Officers Association



Stephen J. Gauthier, Director  
Technical Services Center

SJG/ds

**CITY OF DAPHNE**

**ORDINANCE 2014-**

**A ORDINANCE OF THE DAPHNE CITY COUNCIL TO  
CONTRIBUTE TO THE TWENTY (20%) LOCAL MATCH REQUIREMENT  
FUNDING A TRAFFIC SIGNAL SYSTEM TECHNOLOGY ENHANCEMENTS  
STUDY FOR CORRIDORS SERVICING THE EASTERN SHORE**

**WHEREAS**, Ordinance 2014-44 approved and adopted the Fiscal Year 2015 Budget on September 23, 2014; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2015 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2015 budget; and

**WHEREAS**, the City of Daphne is a member of the Eastern Shore Metropolitan Planning Organization (MPO); and

**WHEREAS**, population projections compiled by the MPO indicate that the population on the Eastern Shore is expected to increase approximately 21% by the year 2020 and approximately 67% by the year 2040; and

**WHEREAS**, US Highway 98 and State Route 181, as the primary north-south corridors servicing the Eastern Shore, are frequently congested with heavy traffic; and

**WHEREAS**, the Eastern Shore MPO Policy Board has authorized the Baldwin County Commission, as administrator of the Eastern Shore MPO, to hire a consultant to conduct a Traffic Signal System Technology Improvements study to determine whether adaptive or responsive traffic signal technology can be used to enhance the efficiency of the corridors along the Eastern Shore (see Exhibit A – ESMPO Resolution); and

**WHEREAS**, Sain Associates Consulting Engineers has prepared a fee and scope to perform the signal study within MPO Smoothed Urban Area with said fee totaling \$35,822 (see Exhibit B – Fee and Scope); and

**WHEREAS**, eighty percent (80%) or \$28,658 of the total fee will be paid with left over FY13 MPO Planning Funds and the remaining twenty percent (20%) or \$7,164 must be paid with contributions from the local MPO member governments; and

**WHEREAS**, the MPO Policy Board agreed (see Exhibit A) to equitable contribution amounts from each member government to cover the cost of the required local match (\$7,164) and said amounts have since been reduced to the following due to a negotiation reduction in the total fee:

- Two-sevenths (2/7) or \$2,047 from Baldwin County

- Two-sevenths (2/7) or \$2,047 from the City of Daphne
- Two-sevenths (2/7) or \$2,047 from the City of Fairhope
- One-seventh (1/7) or \$1,023 from the City of Spanish Fort; and

**WHEREAS**, the Baldwin County Highway Department will manage the project and invoice each member government in an amount not to exceed the amounts noted above; now

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Daphne, Alabama, that funds from the Four Cent Gas Tax Fund are hereby appropriated and made a part of the Fiscal Year 2015 budget in the amount of \$2,047 for required local match for the Traffic Signal System Technology Improvements study, as set forth above, and will pay said contribution upon receipt of invoice for same from the Baldwin County Highway Department.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

# Exhibit A

## **EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION RESOLUTION NO. 2014-21**

### **Approving the Use of MPO Funds to Hire a Consultant for ITS study**

**WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO)** is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by MAP-21 Sections 1201 and 1202, July 2012); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

**WHEREAS, the Eastern Shore MPO Policy Board** desires to implement adaptive or responsive traffic signal systems on appropriate corridors within the MPO Smoothed Urban Area; and

**WHEREAS, the Eastern Shore MPO Policy Board** authorized MPO staff to request a fee and scope from a consultant to perform a system wide study for the MPO Smoothed Urban Area; and

**WHEREAS, the Alabama Department of Transportation** has authorized the MPO to utilize the Alternate Consultant Selection Method to select a consultant to perform the system wide signal study; and

**WHEREAS, Sain Associates Consulting Engineers** has prepared a fee and scope to perform a system wide study within the entire MPO Smoothed Urban Area with said fee totaling \$37,492 (see Exhibit A for Fee and Scope); and

**WHEREAS, Sain Associates Consulting Engineers** have implemented multiple adaptive signal systems in the State of Alabama and are qualified to prepare an adaptive and responsive signal study for the MPO; and

**WHEREAS, the Alabama Department of Transportation and the Federal Highway Administration** have approved the use of remaining FY13 Planning Funds in the amount of \$29,994 (80% of the total fee), which will require a local match of \$7,498 (20% of the total fee); now

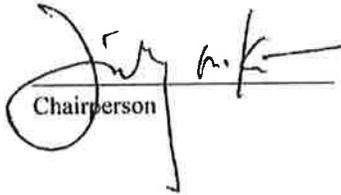
**THEREFORE, BE IT RESOLVED** that the Eastern Shore Metropolitan Planning Organization (MPO) authorizes the use of FY13 MPO Planning funds to hire Sain Associates Consulting Engineers to prepare a system wide adaptive and responsive signal study for the MPO Smoothed Urban Area in accordance with the Fee and Scope in Exhibit A.

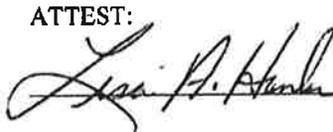
**BE IT FURTHER RESOLVED** that the Policy Board finds the following to be equitable contributions from each member government to cover the cost of the required local match (\$7,498):

- Two-sevenths (2/7) or \$2142 from Baldwin County
- Two-sevenths (2/7) or \$2142 from the City of Daphne
- Two-sevenths (2/7) or \$2142 from the City of Fairhope
- One-seventh (1/7) or \$1071 from the City of Spanish Fort

The councils or commission of each member government will separately consider a resolution committing to the local match contributions set forth above.

The foregoing resolution was adopted and approved on the 22<sup>nd</sup> day of October, 2014, by the Eastern Shore Metropolitan Planning Organization Policy Board.

  
Chairperson Date: 10/24/14

ATTEST:  
  
Date: 10/24/14

  
My Commission Expires 03/23/2016

## Exhibit B



October 24, 2014

Matthew Brown  
Eastern Shore MPO  
Fairhope Satellite Courthouse  
1100 Fairhope Avenue  
Fairhope, AL 36532

**SUBJECT: Scope of Work & Mandays – As Negotiated Submittal  
Traffic Signal System Technology Enhancements – Concept of Operations  
Eastern Shore MPO Planning Area  
SA #14-0237**

Dear Matthew,

Attached please find our **AS NEGOTIATED** submittal containing a proposed scope and fee authorization for professional services related to exploration of traffic signal technology enhancements within the Eastern Shore MPO (ESMPO). The proposed scope and resulting fee are based on correspondence with the ESMPO, as well as guidelines and requirements set forth in [FHWA-HOP-11-027, Model Systems Engineering Documents for Adaptive Signal Control Technology \(ASCT\) Systems](#).

Our general understanding of the scope is as follows:

- Preparation of a Concept of Operations in order to determine the ESMPO's regional needs in terms of traffic signal system technology.

We have attached a manday estimate for your review. If you find the scope and mandays to be acceptable, please forward to ALDOT Southwest Region for their review and approval. Once ALDOT has reviewed and approved the scope and mandays, you may execute this document to serve as our contract for the project.

<b>FEE TOTAL:</b> Fixed-fee of <b>\$35,822</b> including reimbursable expenses (as negotiated 10/24/14)
---

*This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of services specified will be performed on a time and materials basis according to the schedule of rates enclosed.*

"2013 Birmingham Business Alliance Small Business of the Year"

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243  
p (205) 940-6420 - f (205) 940-6433  
www.sain.com

Scope of Work & Mandays – As Negotiated Submittal  
Traffic Signal System Technology Enhancements – Concept of Operations  
Eastern Shore MPO Planning Area  
October 24, 2014  
Page 2

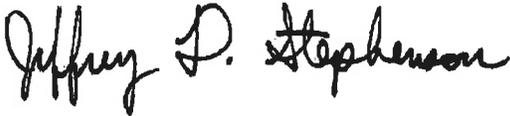
If additional information is needed, please contact me at (205) 263-2172.

Sincerely,

ACCEPTED:

SAIN ASSOCIATES, INC.

EASTERN SHORE MPO



BY: \_\_\_\_\_  
Authorized Representative

Jeffrey D. Stephenson, P.E., PTOE  
Team Leader/Transportation

\_\_\_\_\_  
Printed Name/Title



\_\_\_\_\_  
Date

James A. Meads, P.E.  
President/CEO

Attachments: Detailed Scope of Services  
Sain Associates Terms and Conditions  
ALDOT Manday Estimate



Scope of Work & Mandays – **As Negotiated** Submittal  
Traffic Signal System Technology Enhancements – Concept of Operations  
Eastern Shore MPO Planning Area  
October 24, 2014  
Page 3

**Detailed Scope of Services**  
**Traffic Signal System Technology Enhancements – Concept of Operations**  
**Eastern Shore MPO Planning Area**

The Eastern Shore MPO (ESMPO) has expressed interest in pursuing enhancements to traffic signal system technology in many of its existing signalized corridors. The ESMPO has expressed interest in both adaptive and responsive signal system control technologies.

Detailed guidelines and requirements set forth in [FHWA-HOP-11-027, Model Systems Engineering Documents for Adaptive Signal Control Technology \(ASCT\) Systems](#) are widely used to provide support to agencies during the planning stages of project development. The preparation of a Concept of Operations will clarify the agency's and other stakeholders' needs for an ASCT system that supports the mobility, air quality, and other transportation objectives of the region. This will provide sufficient information to clearly define a project with an appropriate schedule and budget.

**Project Understanding**

---

Our general understanding of the scope is as follows:

- Preparation of a Concept of Operations in order to determine the ESMPO's regional needs in terms of traffic signal system technology.

**Project Study Corridors**

---

The following study corridors have been identified for the Concept of Operations, and are contained within the ESMPO "Smoothed Urban Boundary":

- US-31 (Spanish Fort)
- US-90 (Daphne)
- US-98 (Daphne)
- US-98 (Fairhope)
- SR-59 (Loxley)
- SR-181 (Daphne)
- CR-64 (Daphne)

**Proposed Scope of Services**

---

Sain Associates proposes to complete the following scope of services:

**Task A – Project Initiation & Data Collection**

**A-1. Prepare for and facilitate Kickoff Meeting**

We will prepare for and conduct a Kickoff Meeting to review the scope of services and schedule for the project. It is anticipated that the meeting will be attended by Sain Associates and representatives from the ESMPO, ALDOT, and municipalities included in the defined study area.



Scope of Work & Mandays – **As Negotiated** Submittal  
Traffic Signal System Technology Enhancements – Concept of Operations  
Eastern Shore MPO Planning Area  
October 24, 2014  
Page 4

- A-2. Request and review electronic mapping information  
We will request and review electronic mapping information from the ESMPO.
- A-3. Prepare base map of study limits  
We will use the electronic base mapping information to prepare a background base map for any figures required as part of the Concept of Operations.
- A-4. Request and review information on planned improvement projects in study area  
We will request and review any available information (i.e. studies, construction plans, etc.) for planned improvement projects along the study corridors within the study area.
- A-5. Perform field inventory of defined signal systems in study area  
We will conduct a field inventory of each defined signal system within the study area. Typical data collected for each system and their signalized intersections will include make/model of controller, controller cabinet type/size, type/location of vehicle detection in place, signal system timing plans, time of day operation plans, master controller locations (if any), and type of interconnect in place (if any). We are available to coordinate our field inventory visit with local agencies in order to make sure we fully understand the existing operating conditions and to gain a better understanding of the traffic characteristics of each corridor.
- A-6. Coordination with owner of fiber optic cable  
It is our understanding that there is a private fiber optic cable available for possible leased use along many if not all of the study corridors. We will determine the owner of the fiber optic cable, and contact them to obtain details of the fiber optic cable and its possible availability for leased use.

**Task B – Preparation of Concept of Operations**

A Concept of Operations document will be prepared in order to determine the ESMPO's regional needs in terms of traffic signal system technology. The subtasks shown in the following will line up with the anticipated Chapters and Sections of the Concept of Operations document, as outlined in [FHWA-HOP-11-027, Model Systems Engineering Documents for Adaptive Signal Control Technology \(ASCT\) Systems](#).

- B-1. Prepare Chapter 1 – Scope
- Document purpose and scope
  - Project purpose and scope
  - Procurement
- B-2. Prepare Chapter 2 – Referenced documents
- Listing of referenced documents



Scope of Work & Mandays – As Negotiated Submittal  
Traffic Signal System Technology Enhancements – Concept of Operations  
Eastern Shore MPO Planning Area  
October 24, 2014  
Page 5

- B-3. Prepare Chapter 3 – User-oriented operational description
- How does the existing system work?
  - What are the limitations of the existing system?
  - How should the system be improved?
  - Statement of objectives for the improved system
  - Description of strategies to be applied by the improved system
  - Alternate non-adaptive strategies considered (*to include opinion(s) of probable cost*)
- B-4. Prepare Chapter 4 – Operational needs
- Adaptive strategies
  - Network characteristics
  - Institutional and system boundaries
  - Security
  - Queuing interactions
  - Pedestrians
  - Non-adaptive situations
  - System responsiveness
  - Complex coordination and controller features
  - Monitoring and control
  - Performance reporting
  - Failure notification
  - Preemption and priority
  - Failure and fallback modes
  - Definition and application of constraints
- B-5. Prepare Chapter 5 – Envisioned adaptive system overview
- Envisioned adaptive system overview (*to include preliminary opinion of probable cost*)
- B-6. Prepare Chapter 6 – Adaptive operational environment
- Operational environment
  - Physical environment
- B-7. Prepare Chapter 7 – Adaptive support environment
- Adaptive support environment
- B-8. Prepare Chapter 8 – Proposed operational scenarios using an adaptive system
- How to construct a scenario

Scope of Work & Mandays – As Negotiated Submittal  
Traffic Signal System Technology Enhancements – Concept of Operations  
Eastern Shore MPO Planning Area  
October 24, 2014  
Page 6

**Task C – Submittal and Project Closeout**

- C-1. Submit draft Concept of Operations for review  
Upon completion, we will submit a draft of the Concept of Operations to you for review.
- C-2. Prepare for and facilitate meeting to discuss draft Concept of Operations  
We will prepare for and facilitate a meeting to review the Concept of Operations. It is anticipated that the meeting will be attended by Sain Associates and representatives from the ESMPO, ALDOT, and municipalities included in the defined study area.
- C-3. Concept of Operations revisions  
We will revise the Concept of Operations based on feedback obtained from the review meeting noted in Subtask C-2.
- C-4. Final submittal of Concept of Operations and project closeout  
Upon completion of the revisions noted in Subtask C-3, we will submit a final Concept of Operations document and close out the project.

**Items EXCLUDED from Scope of Services**

- Elements of Systems Engineering required during the design stage
  - System Requirements
  - Verification Plan
  - Validation Plan
- Traffic signal system timing design, implementation, and fine tuning
- Traffic signal system design/bidding/construction services
- Traffic counts/data collection
- Field verification of fiber optic cable allocations/availability
  - We are assuming that cable owner can provide fiber optic cable allocations/availability

**Estimated Schedule for Completion**

- We estimate completion of a draft Concept of Operations no later than three (3) months from receiving authorization to proceed.

**Fee**

- Fixed-fee of **\$35,822** including reimbursable expenses (as negotiated 10/24/14)





<b>Project No.</b> n/a <b>County</b> Baldwin <b>Description</b> Concept of Operations (ConOps) <b>Scope of Work</b> ASCT ConOps in ESMPO Planning Area <b>Project Length</b> n/a Miles <b>Consultant</b> Sain Associates, Inc.				
<b>CORRIDOR STUDY</b>		Engineer	Engineer. Tech.	Clerical
<b>Task A: Project Initiation &amp; Data Collection</b>				
1	Prepare for and facilitate project kickoff meeting	1.50		0.13
2	Request and review electronic mapping information	0.25	0.50	0.13
3	Prepare base map of study limits	0.25	1.50	
4	Request and review info on planned improvement projects in study area	0.13	0.25	
5	Perform field inventory of defined signal systems in study area	2.00	2.00	
6	Coordination with owner of fiber optic cable	0.25	1.00	
<b>Task B: Preparation of Concept of Operations</b>				
1	Prepare Chapter 1 - Scope	0.50	1.00	0.13
2	Prepare Chapter 2 - Referenced documents	0.25	0.50	0.13
3	Prepare Chapter 3 - User-oriented operational description	1.25	2.50	0.13
4	Prepare Chapter 4 - Operational needs	1.00	2.00	0.13
5	Prepare Chapter 5 - Envisioned adaptive system overview	0.50	1.00	0.13
6	Prepare Chapter 6 - Adaptive operational environment	0.50	1.00	0.13
7	Prepare Chapter 7 - Adaptive support environment	0.25	0.50	0.13
8	Prepare Chapter 8 - Proposed operational scenarios using an adaptive system	1.25	2.50	0.13
<b>Task C: Submittal &amp; Project Closeout</b>				
1	Submit draft Concept of Operations for review	0.25	0.25	0.13
2	Prepare for and facilitate meeting to discuss draft Concept of Operations	1.50		
3	Concept of Operations revisions	0.50	1.50	0.13
4	Final submittal of Concept of Operations and project closeout	0.25	0.75	0.13
<b>TOTALS</b>		<b>AS NEGOTIATED</b>	<b>12.38</b>	<b>18.75</b>
				<b>1.69</b>

10/24/2014

Alabama Department of Transportation

11:24 AM

<b>Project No.</b> n/a
<b>County</b> Baldwin
<b>Description</b> Concept of Operations (ConOps)
<b>Scope of Work</b> ASCT ConOps in ESMPO Planning Area
<b>Project Length</b> n/a _____ Miles
<b>Consultant</b> Sain Associates, Inc.
<b>Fee Proposal (Corridor Study)</b>

<b>PERSONNEL COST</b>			
	<b>Man-days x Daily Rate</b>		
Project Manager (10% of Eng. & Env.)	1.24	\$ 307.36	\$ 381.13
Engineer	12.38	\$ 438.60	\$ 5,429.87
Engineering Technician/CADD	18.75	\$ 262.80	\$ 4,927.50
Environmental	0.00	\$ -	\$ -
Environmental Technician	0.00	\$ -	\$ -
Clerical	1.69	\$ 161.44	\$ 272.83
	<b>Total Direct Labor</b>		\$ 11,011.33
Combined Overhead (%)	183.32		\$ 20,185.97
Out-of-Pocket Expenses**			\$ 1,327.20
	<b>Sub-Total</b>		\$ 32,524.50
Operating Margin (10%)			\$ 3,252.45
	<b>Sub-Total</b>		\$ 35,776.95
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	<b>Sub-Total</b>		\$ 35,776.95
Facilities Capital Cost of Money (% of Direct Labor)	0.41		\$ 45.15
	<b>TOTAL FEE</b>		\$ 35,822.10

\*\*See Grand Total Fee sheet

AS NEGOTIATED

10/24/2014

Alabama Department of Transportation

11:24 AM

**Project No.** n/a  
**County** Baldwin  
**Description** Concept of Operations (ConOps)  
**Scope of Work** ASCT ConOps in ESMPO Planning Area  
**Project Length** n/a Miles  
  
**Consultant** Sain Associates, Inc.

**Out-of-pocket Expenses (Corridor Study)**

<b>TRAVEL COST</b>				
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>
Kickoff Meeting (A-1)	1	520	\$0.560	\$ 291.20
Field Inventory (A-5)	1	580	\$0.560	\$ 324.80
Final Meeting (C-2)	1	520	\$0.560	\$ 291.20
	0	0	\$0.560	\$ -
<b>Total Mileage Cost</b>				<b>\$ 907.20</b>

<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	2	2	\$30.00	\$ 120.00
Travel allowance (overnight)***	2	2	\$75.00	\$ 300.00
Travel allowance (overnight)***	0	0	\$75.00	\$ -
<b>Total Subsistence Cost</b>				<b>\$ 420.00</b>
<b>Total Travel Cost</b>				<b>\$ 1,327.20</b>

<b>PRINTING / REPRODUCTION COST</b>					
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>	<b>Total</b>
---	0	0	0	\$ -	\$ -
---All electronic submittals---	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	\$ -

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	\$ -

<b>Other (provide description on next line)</b>	<b>Total</b>
	\$ -

**Total Out-of-pocket Expenses \$ 1,327.20**

**Comments:**

**AS NEGOTIATED**

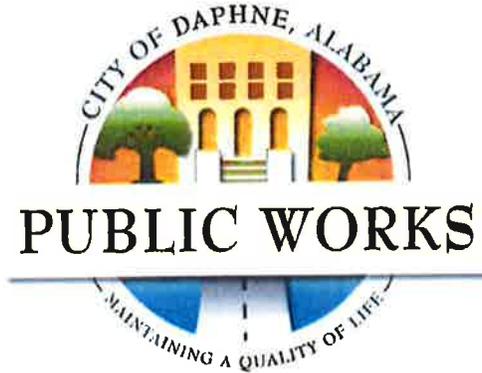
\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Dane Haygood  
Mayor

Rebecca Hayes  
City Clerk

Finance Director/Treasurer

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



Tommie Conaway  
District 1

Pat Rudicell  
District 2

John L. Lake  
District 3

Randy Fry  
District 4

Ronald Scott  
District 5

Robin LeJeune  
District 6

Joe Davis, III  
District 7

## Memorandum

**To:** Councilwoman Tommie Conaway - Chairman, Finance Committee  
**From:** Richard D. Johnson, P.E.; Public Works Director   
**CC:** Finance; File  
**Date:** October 24, 2014  
**Re:** 2014 PW-031 Recreational Trails Grant: Village Point Park Preserve Enhancement

Madam Chairwoman:

Based upon the Recreational Trails Program (RTP) Grant award of \$88,623.20 to the City for additional trails and boardwalks at Village Point Park Preserve, I am recommending the following appropriations be made from the Lodging Tax Fund:

Description	Lodging Tax	RTP Grant
Engineering, Survey, Design and Letting	\$ 8,057.00	\$ 0.00
Construction	\$20,142.00	\$80,566.20
Construction Engineering & Inspection (Material Testing)	\$ 2,014.20	\$ 8,057.00
<b>Totals</b>	<b>\$30,213.20</b>	<b>\$88,623.20</b>

In addition, the Ordinance should authorize Staff to advertise for bids and the Mayor to execute all documents associated with this Grant Award and Project.

Yours,

RDJ

OFFICE OF THE GOVERNOR

ROBERT BENTLEY  
GOVERNOR



STATE CAPITOL  
MONTGOMERY, ALABAMA 36130

(334) 242-7100  
FAX: (334) 242-3282

STATE OF ALABAMA

September 30, 2014

The Honorable Dane Haygood  
Mayor of Daphne  
Post Office Box 400  
Daphne, Alabama 36526-0400

Dear Mayor Haygood:

Re: Recreational Trails Program Application  
Notice of Award

It is my pleasure to notify you that the City of Daphne has been selected to receive a Recreational Trails Program (RTP) grant in the amount of \$88,623.20 to construct approximately 800 feet of ADA compliant wooden boardwalk and 470 feet of hard surface trail to connect the existing trail system in Village Point Park. The RTP is administered by the Alabama Department of Economic and Community Affairs (ADECA). The effective date of the award is September 30, 2014. ADECA will contact you in the near future with additional grant information and contract requirements.

I commend you on your efforts to enhance the quantity and quality of recreational opportunities available to Alabama's residents and visitors. Should you have any questions regarding your grant, please contact Maureen Neighbors, Community Services Unit Chief, at (334) 242-5467 or [maureen.neighbors@adeca.alabama.gov](mailto:maureen.neighbors@adeca.alabama.gov).

Sincerely,

A handwritten signature in black ink that reads "Robert Bentley".

Robert Bentley  
Governor

RB:CGD:bs

<b>VILLAGE POINT PERSERVE</b>						
Trail Extension Estimate						
Item No.	Description	Unit	Quantity	Unit Price	Total	
1	Mobilization	LS	1	\$ 4,500.00	\$	4,500.00
2	Clearing & Grubbing	AC	0.25	\$ 2,500.00	\$	625.00
3	8' Wide Asphalt Multi Use Path w/ 3" Agg Base	SY	420	\$ 25.00	\$	10,500.00
4	8' Wide Walkway w/o Handrails (Trex Decking)	LF	330	\$ 174.19	\$	57,482.70
5	8' Wide Board Walk w/ Hand Rails	LF	130	\$ 200.00	\$	26,000.00
6	Benches 8' long	Ea	8	\$ 200.00	\$	1,600.00
<b>Sub Total</b>					<b>\$</b>	<b>100,707.70</b>

Engineering & Surveying @ 8%	\$	8,056.62
CE&I @ 10%	\$	10,070.77
<b>Sub Total</b>	<b>\$</b>	<b>18,127.39</b>

<b>Total Project Cost</b>	<b>\$</b>	<b>118,835.09</b>
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**Suzanne Henson**

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**From:** Sarah Toulson  
**Sent:** Thursday, November 06, 2014 10:27 AM  
**To:** Suzanne Henson  
**Subject:** For finance committee!

Motions from B&P!



**Motion** by Mr. Rudicell appropriate funding not to exceed \$2,500.00 for an appraisal of the Marino property to come out of Lodging Tax proceeds. Seconded by Mr. Fry. **Motion carried unanimously.**

**Motion** by Mr. Fry to recommend the Resolution for Surplus Property for adoption by the Council. Seconded by Mr. Rudicell. **Motion carried unanimously.**

Kind Regards,



**Sarah Toulson**  
Assistant City Clerk  
stoulson@daphneal.com  
City of Daphne, Alabama - "The Jubilee City"  
Phone: 251-621-9000 Web: [www.daphneal.com](http://www.daphneal.com)





**Suzanne Henson**

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**From:** Suzanne Henson  
**Sent:** Thursday, November 06, 2014 11:38 AM  
**To:** Dane Haygood; Christine Ciancetta; Rebecca A. Hayes  
**Cc:** Jane Ellis; Chief White  
**Subject:** RE: VFD

I can prepare that Ordinance and have it on the Finance Agenda for Monday  
thanks

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**From:** Dane Haygood  
**Sent:** Wednesday, November 05, 2014 4:40 PM  
**To:** Christine Ciancetta; Suzanne Henson; Rebecca A. Hayes  
**Cc:** Jane Ellis; Chief White  
**Subject:** VFD

I am not sure what the standard protocol for formalizing the agreement with the Daphne Volunteer Fire Department has been in the past - but we need to formalize the agreement for the VFD to reimburse the City for the purchase of the upcoming ladder truck. The agreement is for reimbursement on an annual basis in the amount of \$75k per year for 6 years, with payments commencing in 2016 (I believe Melvin indicated the payments are customarily made in April). Can Finance take the lead on ensuring that an appropriate agreement is put in place?

Thanks

Mayor Haygood

75,000  
x 6  
-----  
\$ 450,000  
Total Loan



**Dane Haygood**  
Mayor  
mayor@daphneal.com  
City of Daphne, Alabama - "The Jubilee City"  
Phone: 251-621-9000 Web: www.daphneal.com

## RESOLUTION NO. 2014-

### AGREEMENT-DAPHNE VOLUNTEER FIREFIGHTERS ASSOC, INC.

**WHEREAS**, the Mayor and the City Council of the City of Daphne recognize the importance of the Daphne Volunteer Firefighters Association, Inc. ("Volunteers") in rendering fire fighting services in the City of Daphne; and

**WHEREAS**, from time to time, the Volunteers and City have cooperated in the purchase and acquisition of fire fighting equipment and facilities; and

**WHEREAS**, the City of Daphne recognizes the mutual public safety benefit of such cooperation; and

**WHEREAS**, the City of Daphne wishes to continue to cooperate with the Volunteers in the acquisition of an Aerial Ladder Truck through a Lease Purchase agreement; and

**WHEREAS**, monies were appropriated in Ordinance 2014-46 for the Lease Purchase of the Aerial Ladder Truck estimated cost \$775,000 with the Volunteer Fire Department reimbursing \$450,000 of this cost.

**NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby**

1) agree to loan, not to exceed \$450,000, over a period of time not to exceed six years to the Daphne Volunteer Firefighters Association for the purchase of an Aerial Ladder Truck, AND

2) the Daphne Volunteer Firefighters Association, Inc agree to pay a minimum of \$75,000 a year, AND

3) the Agreement between the City of Daphne and the Daphne Volunteer Firefighters Association, Inc as attached hereto and made a part hereof, is hereby approved and the Mayor is hereby authorized to enter into such Agreement.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014**

\_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

**AGREEMENT-DAPHNE VOLUNTEER FIREFIGHTERS ASSN., INC.  
AND  
CITY OF DAPHNE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the DAPHNE VOLUNTEER FIREFIGHTERS ASSN., INC., hereinafter referred to as the "Volunteers", and THE CITY OF DAPHNE, hereinafter referred to as the "City".

WHEREAS, the Daphne Volunteer Firefighters Assn., Inc. has determined that an Aerial Ladder Truck is necessary in order to continue to meet the increasing fire protection needs of the City; and

WHEREAS, the City agrees to solicit bids, as required, for the Aerial Ladder Truck on behalf of the Volunteers.

NOW, THEREFORE, the Agreement between the Volunteers and the City is set forth as follows:

1. The City shall enter into this agreement for a loan for the purchase of an Aerial Ladder truck.
2. The full cost of the Aerial Ladder truck is estimated to be \$775,000 and the City shall provide the additional funds required for the purchase greater than the \$ 450,000 loan for such purposes as approved in Ordinance#2014-46 for FY2015 Capital Equipment Budget purchases.
3. The City shall follow state bid law such purposes with reimbursements to be made by the Volunteers to the City with an annual payment to be made in the amount of \$75,000 over the next six years or less if additional monies are paid annually.
4. It is understood and agreed upon by the City and the Volunteers that the Aerial Ladder Truck will be the property of the City upon purchase.
5. The City will provide, and include in its annual insurance policy, insurance coverage for the Aerial Ladder Truck.
6. It is further understood and agreed upon by the City and the Volunteers that this is a binding legal agreement.

Agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**DAPHNE VOLUNTEER FIREFIGHTERS ASSN., INC.**

**BY:**

\_\_\_\_\_  
Melvin McCarley, Chief

\_\_\_\_\_  
Tom Walker , Treasurer

**ATTEST:**

\_\_\_\_\_  
Secretary

**CITY OF DAPHNE, ALABAMA**

**BY:** \_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

**Buildings & Property Committee Meeting**  
**Monday, November 3, 2014**  
**5:30 PM**  
**Daphne City Hall- Executive Conference Room**

**Committee Minutes**

**Present:** Councilman Joe Davis; Councilman Randy Fry; Councilman Pat Rudicell; Margaret Thigpen, Civic Center Director; Sarah Toulson, Assistant City Clerk (Recording Secretary); Richard Merchant, Building Official; Richard Johnson, Director of Public Works; Councilman Robin Lejeune; Al Guarisco, Village Point Foundation; Selena Vaughn, Village Point Foundation

**Absent:** Rick Whitehead

**The meeting brought to order at 5:33 pm by Chairman Joe Davis.**

**1. Public participation**

Selena Vaughn of the Village Point Foundation addressed the committee regarding possible acquisition of the Marino property. The committee discussed moving forward with an appraisal to get an accurate assessment of the property value before making an offer.

**Motion** by Mr. Rudicell appropriate funding not to exceed \$2,500.00 for an appraisal of the Marino property to come out of Lodging Tax proceeds. Seconded by Mr. Fry. **Motion carried unanimously.**

Ms. Vaughn also informed the committee that a lightning rod had been installed at Jackson's Oak as previously discussed.

**2. Approval of minutes:** October 6, 2014

**Motion** by Mr. Rudicell to adopt the October 6, 2014 minutes as written. Seconded by Mr. Fry. **Motion carried unanimously.**

**3. Resolution for Surplus Property**

Richard Johnson reported that the truck listed on the resolution was a retired sign truck and the oldest in the fleet, with high mileage.

**Motion** by Mr. Fry to recommend the Resolution for Surplus Property for adoption by the Council. Seconded by Mr. Rudicell. **Motion carried unanimously.**

***Councilman Ron Scott arrived at 5:43 pm.***

**4. Civic Center & Bayfront report (October):** Margaret Thigpen

Margaret Thigpen distributed and discussed her October report. October 2014 revenue totaled \$17,699.00, an increase from October 2013 levels. Year to Date revenues stood at \$17,699.00, above figures listed for FY2014. Additionally, Ms. Thigpen reported total deposits for October stood at \$16,045.00, a slight decrease from last year, and that the Civic Center has seen ten events during October, for a total of 16 days used, not including setup days.

Ms. Thigpen then turned to Bayfront Pavilion, reporting revenues for October totaling \$10,318.00, above October 2013 levels, and year-to-date revenues totaling \$10,318.00, an increase from 2013 numbers. Additionally, Ms. Thigpen reported total deposits for October stood at \$9,503.00, and that Bayfront Pavilion has seen 15 events during October, for a total of 15 days used, not including setup days.

Ms. Thigpen listed a number of recently passed and upcoming events through December 2014 scheduled at the Civic Center which are listed on her report herein.

In addition, she updated the Committee on the following:

- To encourage ticket sales for the upcoming Ballroom Dance, the Civic Center would be advertising.
- She noted in addition to her regular revenue report that over \$4,000.00 had already been deposited for December for both venues, which are filling up quickly with bookings for the holiday season.
- She noted that her report contained the ordinances governing Bayfront Pavilion and the Civic Center, as she would be seeking the inclusion of a mandatory cleaning fee and an Act of God clause. This will be addressed at the next Ordinance Committee meeting.

## **5. Building inspection monthly reports (October):** Richard Merchant

Richard Merchant reviewed the building report for the month of October. He reported 26 new residential construction projects initiated, and no new commercial development. The department issued 168 permits during October, with a total job valuation of \$8,108,068.25 with permit fees totaling \$57,244.75.

## **6. Bayfront property**

Richard Johnson reported that the ADA compliance issues reported at May Day Park have all been alleviated. Additionally, the lights at May Day pier would be replaced by the end of the week.

## **7. Memorial policy**

Chairman Davis referenced the example policies included in the packet and asked the committee to look over them for discussion at the next meeting.

## **8. Use of City Hall facilities**

The committee discussed the need to ensure that the buildings were properly secured and/or open as needed. Sarah Toulson reported that she would provide a copy of the form and policy currently in development by the City Clerk's office to govern use of the chambers and conference room by outside groups. The committee requested that the policy in development address the issue of facility use during regular business hours and during weekends and evenings.

**9. 2014 PW-031 Recreational Trails Grant: Village Point Park Preserve Enhancement**

Richard Johnson reported that the grant was awarded to the City. The grant is an 80 percent award with a 20 percent match, with the City being given \$88,623.20 and matching \$30,213.20 out of Lodging Tax funds.

**10. Building Maintenance Item: Blinds for City Clerk's Office**

The Committee discussed this item but took no formal action. Councilman Fry suggested that the Clerk's Office acquire a quote for the blinds that does not include installation and allow City staff to install the blinds instead. Mr. Johnson stated that Public Works could assist in acquiring the blinds using existing purchase orders.

**With no further business to discuss, the meeting was adjourned at 6:27, motion by Mr. Rudicell and seconded by Mr. Fry.**

**Code Enforcement / Ordinance Committee**

*Wednesday, November 12, 2014*

*1705 Main Street*

*Daphne, AL*

*Executive Conference Room*

*5:30 p.m.*

*Councilman Ron Scott, Chairman  
Councilman Robin LeJeune*

*Councilman Pat Rudicell  
Councilman Randy Fry*

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

**MEMBERS PRESENT:** Ron Scott, Robin LeJeune, Pat Rudicell

**ABSENT:** Randy Fry

There being a quorum present Councilman Scott called the meeting to order at 5:50 p.m.

**MEMBERS PRESENT:** Ron Scott; Randy Fry; Robin LeJeune; Pat Rudicell.

Also present: Rebecca Hayes, City Clerk, recording secretary; Councilman Joe Davis.

**II. APPROVE MINUTES / October 8, 2014**

There were no corrections to the October, 2014 minutes and stand approved as written.

**III. PUBLIC PARTICIPATION**

No one spoke.

**IV. ORDINANCE REVIEW**

**a.) Authorizing the Mayor to Enter Into Certain Contracts**

**MOTION BY Councilman LeJeune to postpone the review of the Ordinance authorizing the Mayor to enter into certain contracts until more research can be done. Seconded by Councilman Rudicell.**

**MOTION CARRIED UNANIMOUSLY**

**b.) Amending Ordinance 2011-08 / Establishing Rules, Regulations, Rates and a Lease Agreement for the Rental of the Civic Center**

**c.) Amending Ordinance 2011-09 / Establishing Rules, Regulations, Rates and a Lease Agreement for the Rental of the Civic Center**

Margaret Thigpen discussed revisions to both ordinances with the Committee.

The committee wanted to keep the cancellation policy the same, agreed with the mandatory cleaning fee of \$200 for the Bayfront Park Pavilion which will be paid with the deposit.

**MOTION BY Councilman LeJeune recommend the revisions that have come forth from the Buildings and Property Committee, and to place the revised ordinances on the November 17, 2014 council meeting agenda for a 1<sup>st</sup> read. Seconded by Councilman Rudicell.**

**MOTION CARRIED UNANIMOUSLY**

**V. OTHER BUSINESS**

No other business to discuss.

**VIII. NEXT MEETING**

The next meeting will be December 10<sup>th</sup>, 2014

**IX. ADJOURN**

There being no further business to discuss the meeting adjourned at 6:45 p.m.

Respectfully submitted

Rebecca A. Hayes,  
Recording Secretary

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of October 23, 2014  
Council Chamber, City Hall - 5:00 P.M.**

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Chairman explained that several of the agenda items, Brookins Subdivision, The Preserve of Tiawasee Subdivision, Lot 1 & 2, Resubdivision of Lot 1, TimberCreek Business Park Subdivision, petition for pre-zoning/annexation, George Kalasountas, and petition for annexation, Provisions Investments, L.L.C., cannot be heard tonight because there is not a super majority and/or six members present to take action on those items. Those agenda items will be heard at a special Planning Commission meeting on Thursday, October 30, 2014 at 5:00 p.m. The Planning Commission can only address those items of which it requires five members to pass, once the fifth member is present.

**Call to Order:**

The regular meeting of the City of Daphne Planning Commission was called to order at 5:08 p.m. The number of members present constitutes a quorum.

**Call of Roll:**

**Members Present:**

Dwayne Smith  
Larry Chason, Chairman  
Ed Kirby, Vice Chairman  
Ron Scott, Councilman  
Hudson Sandefur

**Staff Present:**

Adrienne Jones, Director of Community Development  
Jan Vallecillo, Planning Coordinator  
Jay Ross, Attorney  
Kevin Boucher, Attorney

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

Chairman asked for questions, comments or corrections to the minutes of ***the regular meeting of September 25, 2014. There being none, the minutes are approved as submitted.***

Chairman stated he is changing the order to allow the presentation of Trustmark Bank Service Road to be the first item on the agenda.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of October 23, 2014  
Council Chamber, City Hall - 5:00 P.M.**

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The next order of business is a site plan review for Trustmark Bank Service Road.

An introductory presentation was given by Mr. Scott Hutchinson, representative of Hutchinson, Moore & Rauch, of the construction of an ingress and egress across private property owned by Trustmark Bank for access. There will not be the issue of acceptance by the city for maintenance.

Chairman asked for Commission questions or comments and a motion for approval.

**A Motion was made by Mr. Kirby and Seconded by Mr. Scott to grant site plan approval to Trustmark Bank Service Road. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is subdivision replat review for the replat of a part of the property for George Kalasountas.

An introductory presentation was given by Mr. Daryl Russell, representative of Coleman Engineering Group of McCrory & Williams, of a two-lot subdivision exemption consisting of approximately fourteen acres located on the south side of U.S. Highway 90 at Renaissance Boulevard, for the purpose of shifting the interior lot lines.

Chairman asked for Commission questions or comments and a motion for approval.

**A Motion was made by Mr. Kirby and Seconded by Mr. Scott to grant approval of the subdivision exemption to file number SRP14-11, replat of a part of property for George Kalasountas. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is subdivision replat review for a replat of property for George Kalasountas.

An introductory presentation was given by Mr. Daryl Russell, representative of Coleman Engineering Group of McCrory & Williams, of a three-lot subdivision exemption consisting of approximately seventeen point eight-two acres located on the south side of U.S. Highway 90 at Renaissance Boulevard, for the purpose of shifting the interior lot lines to accommodate a pre-zoning and annexation request.

Chairman asked for Commission questions or comments and a motion for approval.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of October 23, 2014  
Council Chamber, City Hall - 5:00 P.M.**

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A **Motion** was made by Mr. Kirby and **Seconded** by Mr. Scott **to grant approval of the subdivision exemption to file number SRP14-12, replat of property for George Kalasountas. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is final plat review and petition of street acceptance for Brookhaven Subdivision, Unit Two, Part B.

An introductory presentation was given by Mr. Steve Pumphrey, representative of Preble-Rish, of an eighteen lot subdivision consisting of approximately six point seven four acres located northwest of Whispering Pines Road and County Road 13, requesting final approval of the plat and acceptance of the streets for maintenance.

Chairman asked for Commission questions or comments and a motion for approval.

A **Motion** was made by Mr. Scott and **Seconded** by Mr. Kirby **to approve the final plat for Brookhaven Subdivision, Unit Two, Part B. There was no discussion on the motion. The Motion carried unanimously.**

Chairman asked for Commission questions or comments and a motion for the recommendation of acceptance of the streets.

A **Motion** was made by Mr. Scott and **Seconded** by Mr. Kirby **of an affirmative recommendation by the Planning Commission to the City Council of the streets, Gramercy Lane, Riverton Court and Bainbridge Drive, for maintenance. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is an administrative presentation for Caroline Woods Subdivision, Phase Two, Part C and D.

An introductory presentation was given by Mr. Steve Pumphrey, representative of Preble-Rish, requesting consideration of an approval of a one-year extension of the preliminary plat for Caroline Woods Subdivision, Phase Two, Part C and D set to expire on November 15, 2014.

Chairman asked for Commission questions or comments and a motion for approval.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of October 23, 2014  
Council Chamber, City Hall - 5:00 P.M.**

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A **Motion** was made by Mr. Kirby and **Seconded** by Mr. Sandefur **to grant a one-year extension for the preliminary plat for Caroline Woods Subdivision, Phase Two, Part C and D. There was no discussion on the motion. The Motion carried unanimously.**

An introductory presentation was given by Mr. Steve Pumphrey, representative of Preble-Rish, requesting consideration of the approval of a one-year extension for the site disturbance permit issued for Caroline Woods Subdivision, Phase Three, Part A and B set to expire on November 15, 2014.

Chairman asked for Commission questions or comments and a motion for approval.

A **Motion** was made by Mr. Kirby and **Seconded** by Mr. Sandefur **to grant a one-year extension for the site disturbance permit issued to the Caroline Woods Subdivision, Phase Three, Part A and B. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is Planning Commission discussion.

No discussion.

The next order of business is public participation.

Chairman asked for public participation. No one came forward. He closed public participation.

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

Mr. Ross stated that the Tiawasee Trace POA vs the City of Daphne Planning Commission and City Council trial is set for Thursday, January 8, 2014 in Bay Minette. Mr. Scott commented there are no grounds for further delay.

The next order of business is commissioner's comments.

Mr. Sandefur and Mr. Scott expressed appreciation for Ed Kirby's service on the Commission and stated it had been a pleasure to serve with him. Mr. Kirby commented on the expiration of his term, he thanked the Commission, and stated that his length of service was twenty years on July 28, 2014. Mr. Ross thanked him for his service to the Commission and his friendship.

Chairman welcomed the new Planning Commission member, Dwayne Smith.

The next order of business is director's comments.

**The City of Daphne  
Planning Commission Minutes  
Regular Meeting of October 23 2014  
Council Chamber, City Hall - 5:00 P.M.**

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Ms. Jones asked the Chairman to set a special called meeting for Thursday, October 30, 2014 to review all of the agenda items not discussed due to the lack of a sufficient voting quorum.

Chairman asked for Commission questions or comments and a motion to set a special meeting.

**A Motion was made by Mr. Scott and Seconded by Mr. Sandefur to set a special Planning Commission meeting for Thursday, October 30, 2014 at 5:00 p.m. in the council chambers at city hall. There was no discussion on the motion. The Motion carried unanimously.**

**There being no further business, the meeting was adjourned at 5:37 p.m.**

**Respectfully submitted by:**

  
\_\_\_\_\_  
Jan Vallecillo, Planning Coordinator

**Approved:** October 30, 2014

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

**CITY OF DAPHNE**  
**PLANNING COMMISSION AGENDA**  
**SPECIAL MEETING OF OCTOBER 30, 2014**      **REPORT**  
**COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

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1.    **CALL TO ORDER**      **DATE OF REPORT: NOVEMBER 3, 2014**
2.    **CALL OF ROLL**      **LARRY CHASON, RON SCOTT, HUDSON SANDEFUR, DWAYNE SMITH, MONTY MONTGOMERY AND CHIEF WHITE**

3.    **APPROVAL OF MINUTES:**

Review of minutes for the regular meeting of October 23, 2014. **(APPROVED AS SUBMITTED)**

4.    **NEW BUSINESS:**

A.    **PRELIMINARY/FINAL PLAT REVIEW:**

1.    **File SDPF14-12:      PUBLIC HEARING    (APPROVED)**

**Subdivision:    Lot 1 & 2, Resubdivision of Lot 1, TimberCreek Business Park, Unit 2**

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

**Location:       Southwest of the intersection of Mill Lane and McSara Court**

**Area:            1.11 Acres ±, (2) lots**

**Owner(s):       BPC Land, L.L.C. - Patricia Boltz**

**Developer:      J. Steddman McMurphy, Jr. and Gregory Sweeney, Jr.**

**Engineer:        Jade Consulting - Trey Jinright**

2.    **File SDPF14-11:      PUBLIC HEARING    (APPROVED)**

**Subdivision:    Brookins Subdivision (*Resubdivision of Lots 40 - 43, Riverside Farm Estates, Unit 1*)**

**Zoning(s):      *RSF-E, Residential Single Family Estate, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne***

**Location:       The intersection of County Road 54 and River Road**

**Area:            20.59 Acres ±, (6) lots**

**Owner(s):       Henry Brookins**

**Agent:           Barton & Shumer Engineering - David Shumer**

**Engineer:        Geo-Surveying - Matt or Jima Kountz**

**CITY OF DAPHNE**  
**PLANNING COMMISSION AGENDA**  
**SPECIAL MEETING OF OCTOBER 30, 2014**      **REPORT**  
**COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.**

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**B.    PROVISIONS INVESTMENTS, L.L.C.:**

**1.    PRELIMINARY/FINAL PLAT REVIEW:**

**File SDPF14-13:      PUBLIC HEARING (APPROVAL, PREDICATED UPON THE IMPLEMENTATION OF THE DEED RESTRICTIONS)**

**Subdivision:    The Preserve at Tiawasee**

***Present Zoning(s): RSF-2, Single Family Residential, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne***

***Proposed Annexation: (See ANX14-03)***

**Location:      West of the Estates of Tiawasee Subdivision and southeast of the intersection of Park Drive and Pollard Road**  
**Area:            51.33 Acres ±, (3) lots**  
**Owner(s):      Provision Investments, L.L.C. - Geoff Lane**  
**Engineer:      Preble-Rish - Steve Pumphrey**

**2.    PETITIONS:**

**ANNEXATION REVIEW:**

**File ANX14-03: (UNANIMOUS FAVORABLE RECOMMENDATION TO CITY COUNCIL)**

**Presentation to be given by Mr. Steve Pumphrey, representing Preble-Rish, requesting annexation of a fifty-one point three-three acre parcel into the City of Daphne located west of the Estates of Tiawasee Subdivision and southeast of the intersection of Park Drive and Pollard Road with R-1, Low Density Single Family, zoning. The subject property is currently zoned RSF-2, Single Family Residential, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne. Provision Investments, L.L.C. - Geoff Lane.**

**C.    GEORGE KALASOUNTAS:**

**1.    SIX MEMBERS WERE PRESENT AND A MOTION TO SET FORTH AN UNFAVORABLE RECOMMENDATION TO THE CITY COUNCIL FOR B-2, GENERAL BUSINESS, R-7 (T), TOWNHOUSE, AND R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, FAILED. FOUR MEMBERS VOTED IN THE AFFIRMATIVE AND TWO DISSENTED.**

**2.    SIX MEMBERS WERE PRESENT AND A MOTION TO SET FORTH A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL FOR B-1, LOCAL BUSINESS, R-7 (T), TOWNHOUSE, AND R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, FAILED. THREE MEMBERS VOTED IN THE AFFIRMATIVE AND THREE DISSENTED.**

CITY OF DAPHNE  
PLANNING COMMISSION AGENDA  
SPECIAL MEETING OF OCTOBER 30, 2014      REPORT  
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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3.    **SIX MEMBERS WERE PRESENT AND A MOTION TO SET FORTH A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL FOR R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, FAILED. FOUR MEMBERS VOTED IN THE AFFIRMATIVE AND TWO DISSENTED.**

1.    **PRE-ZONING AMENDMENT:**      PUBLIC HEARING

File Z14-02:                      George Kalasountas

*Present Zoning(s): RSF-1, Single Family Residential, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne*

*Proposed Zoning(s): B-2, General Business, R-7 (T) Townhouse and R-1, Low Density Single Family Residential*

Location:                      On the south side of U.S. Highway 90 at Renaissance Boulevard  
Area:                              17.82 Acres ±  
Owner(s):                      George Kalasountas  
Engineer:                      Coleman Engineering Group of McCrory & Williams - Daryl Russell

2.    **PETITIONS:**

**ANNEXATION REVIEW:**

File ANX14-04: **(UNANIMOUS FAVORABLE RECOMMENDATION TO CITY COUNCIL WITH THE APPROPRIATE ZONING)**

Presentation to be given by Mr. Daryl Russell, representing Coleman Engineering Group of McCrory & Williams, requesting annexation of a seventeen point eight two acre parcel into the City of Daphne located southwest of the intersection of U.S. Highway 90 and Alabama Highway 181 with B-2, General Business, R-7 (T) Townhouse and R-1, Low Density Single Family Residential, zoning. The subject property is currently zoned RSF-1, Single Family Residential, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne. George Kalasountas.

5.    **PUBLIC PARTICIPATION**

6.    **ATTORNEY'S REPORT**

7.    **COMMISSIONER'S COMMENTS**

8.    **DIRECTOR'S COMMENTS:**

a. Meeting dates: Site Preview, November 12, and Regular Meeting, November 20, 2014

9.    **ADJOURNMENT**

## SET DATE FOR PUBLIC HEARING

**December 15, 2014**

### TO CONSIDER:

- 1. Pre-Zoning:**  
Property Located: **George Kalasountas**  
On the south side of U.S. Highway 90 at Renaissance Boulevard Present Zoning:RSF-1, Single Family Residential District, Baldwin County District 15

Requested Zoning: B-2, General Business / R-7(T), Townhouse / R-1, Low Density Single Family Residential District, City of Daphne

Recommendation: A unanimous favorable recommendation for appropriate zoning as determined by City Council.
- 2. Annexation:**  
Property Located: **George Kalasountas**  
On the south side of U.S. Highway 90 at Renaissance Boulevard  
Recommendation: Unanimous favorable recommendation
- 3. Annexation:**  
Property Located: **Provision Investment, LLC**  
West of the Estates of Tiawasee Subdivision and Southeast of the intersection of Park Drive and Pollard Road  
Present Zoning: RSF-2, Single Family Residential District, Baldwin County District 15  
Requested Zoning: R-1, Low Density Single Family Residential, City of Daphne  
Recommendation: Unanimous favorable

To: Office of the City Clerk  
From: Adrienne D. Jones,  
Director of Community Development  
Subject: George Kalasountas  
Pre-Zoning Amendment Recommendation  
Date: November 3, 2014

## MEMORANDUM

**PRESENT ZONING:** RSF-1, Single Family Residential  
District, Baldwin County District 15

**PROPOSED PRE-ZONING:** B-2, General Business, R-7 (T),  
Townhouse, and R-1, Low Density Single  
Family Residential, City of Daphne

**LOCATION:** On the south side of U.S. Highway 90 at  
Renaissance Boulevard

**RECOMMENDATION:** At the Thursday, October 30, 2014, special  
meeting of the Daphne Planning Commission,  
six members were present. After holding a  
public hearing, the following recommendations  
to pre-zone the property were made and  
failed:

- a. Six members were present and a motion  
to set forth an unfavorable  
recommendation to the City Council for  
B-2, General Business, R-7 (T),  
Townhouse, and R-1, Low Density Single  
Family Residential, failed. Four  
members voted in the affirmative and  
two dissented.
- b. Six members were present and a motion  
to set forth a favorable recommendation  
to the City Council for B-1, Local  
Business, R-7 (T), Townhouse, and R-1,  
Low Density Single Family Residential,  
failed. Three members voted in the  
affirmative and three dissented.
- c. Six members were present and a motion  
to set forth a favorable recommendation  
to the City Council for R-1, Low  
Density Single Family Residential,  
failed. Four members voted in the  
affirmative and two dissented.

Subsequently, a favorable motion for  
annexation with the appropriate zoning as  
determined by City Council was made and  
carried unanimously.

Attached please find documentation from the Office of  
Community Development. Ordinances shall be provided by  
the Office of the City Attorney.

Thank you,  
ADJ/jv

cc: file

attachment(s)

1. Zoning Application
2. Map of Property
3. Adjacent property owners' list
4. Community Development Report
5. Citizen Comments
6. Draft of October 30<sup>th</sup> minutes re: Kalasountas property



# REZONING APPLICATION

Office use only Application Number: ZA-02	Date Submitted <u>Sept. 23, 2014</u> Planning Commission Public Hearing Date: <u>Oct. 23, 2014</u>
---	--

Legibly print or type responses below. Indicate N/A or an X where item is not applicable.

## SITE DATA

Site Location (Address or General Proximity to Nearest Intersection): <u>On the South side of U.S. Highway 90 at Renaissance Boulevard</u>	PPIN#(s): <u>102355, 099323 and 058644</u>
Gross Site Area (acreage): Overall: <u>17.82+/- Ac. 10.06</u> Lot 1: <u>6.76+/- Ac. and Lots 2 &amp; 3: 11.06+/- Ac. 1.00</u>	Requested Zoning: Lot 1: B-2 Lot 2: R-7(T) and Lot 3: <u>R-1</u>
Current Zoning Designation(s): <u>RSFI, Single Family Res. Bald. Cty District 15</u>	Amended Zoning Request: Initials: _____ Date: _____
Current Land Use: <u>None</u>	Anticipated Land Use: Lot 1: <u>Business</u> , Lot 2: <u>Townhouses</u> and Lot 3: <u>Single/Multi-Family Residential</u> <u>R-1, Low Density Family Res</u>
Provide Legal Description (if necessary attach separate page entitled Legal Description for [Name of Applicant]) <u>See attached sheet</u>	

Specify other recently approved or pending requests related to the subject property. Circle the answer(s).

<input checked="" type="checkbox"/> Annexion	<input type="checkbox"/> Subdivision	<input type="checkbox"/> Site Plan	<input type="checkbox"/> Special Exception	<input type="checkbox"/> Variance	<input type="checkbox"/> Specify Other
					Replat

## APPLICANT & AGENT INFORMATION

<i>*If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.</i>		
Name of Current Owner: <u>George Kalasountas</u>		
Mailing Address: <u>9563 Malbis Lane Daphne, AL 36526</u>		Phone/Fax: (251) 626-1081 E-mail:
Name of Authorized Agent: <u>Daryl Russell of The Coleman Engineering Group of McCrory &amp; Williams, Inc.</u>		Phone: (251) 479-4518 Fax: (251) 479-4522
Mailing Address: <u>3207 International Drive Mobile, AL 36606</u>		E-mail: <u>drussell@mcwinc.com</u>
Name of Developer*: <u>N/A</u>		Phone/Fax: E-mail:
Other: <u>N/A</u>		Phone/Fax: E-mail:

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge. I hereby agree to allow the City of Daphne to post a sign on the subject property notifying the general public of this request.

Applicant's Signature: <u>[Signature]</u>	Date: <u>09/23/2014</u>
Agent's Signature: <u>[Signature]</u>	Date: <u>09/23/2014</u>



# REVERSIONARY CLAUSE ACKNOWLEDGEMENT

Pursuant to Article 22-2 of the Land Use & Development Ordinance, zoning and rezoning may revert back to prior designation if certain conditions are not met. Said conditions are specified in Article 22 of the Land Use Ordinance. Legibly sign and print/type responses below. Indicate N/A or an X where item is not applicable. **Submit with rezoning request.**

## CURRENT OWNER S ACKNOWLEDGEMENT

I, George Kalasountas, acknowledge that I am aware that this rezoning request is subject to a reversionary clause as noted in Article 22-2 of the Land Use & Development Ordinance. Date: 09/23/2014

**Printed Name of Current Owner/Petitioner**  
George Kalasountas

## DEVELOPER S ACKNOWLEDGEMENT

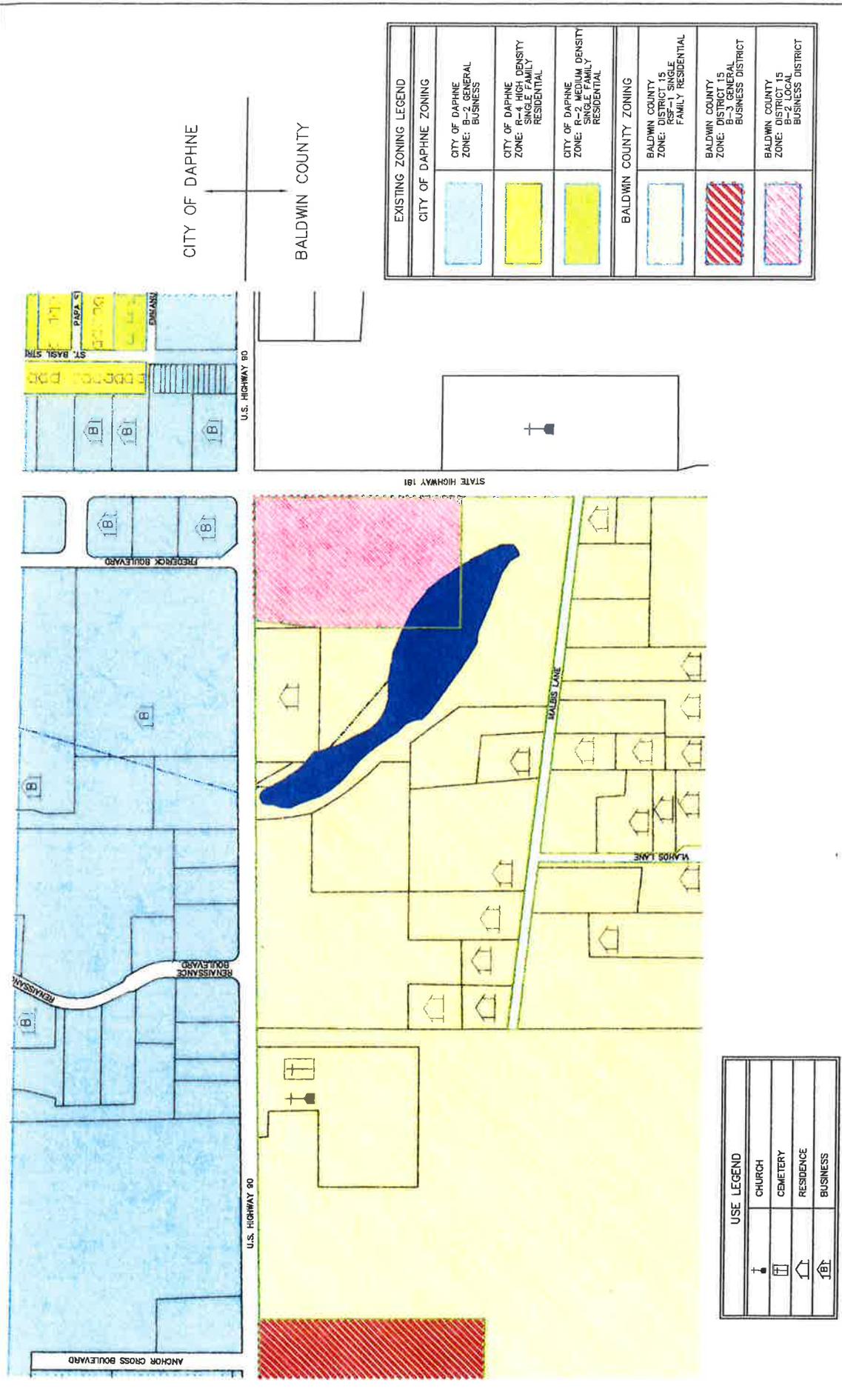
I, N/A, acknowledge that I am aware that this rezoning request is subject to a reversionary clause as noted in Article 22-2 of the Land Use & Development Ordinance. Date: N/A

N/A

**Printed Name of Developer**

**Property Address or PPIN#(s):** 102355, 099323 and 058644





EXISTING ZONING LEGEND	
	CITY OF DAPHNE ZONE: B-2 GENERAL BUSINESS
	CITY OF DAPHNE ZONE: R-4 HIGH DENSITY SINGLE FAMILY RESIDENTIAL
	CITY OF DAPHNE ZONE: R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL
BALDWIN COUNTY ZONING	
	BALDWIN COUNTY ZONE: DISTRICT 15 RSF-1 SINGLE FAMILY RESIDENTIAL
	BALDWIN COUNTY ZONE: DISTRICT 15 B-3 GENERAL BUSINESS DISTRICT
	BALDWIN COUNTY ZONE: DISTRICT 15 B-2 LOCAL BUSINESS DISTRICT

USE LEGEND	
	CHURCH
	CEMETERY
	RESIDENCE
	BUSINESS

**The Coleman Engineering Group**  
of  
**McCrorry Williams**  
ENGINEERS SURVEYORS

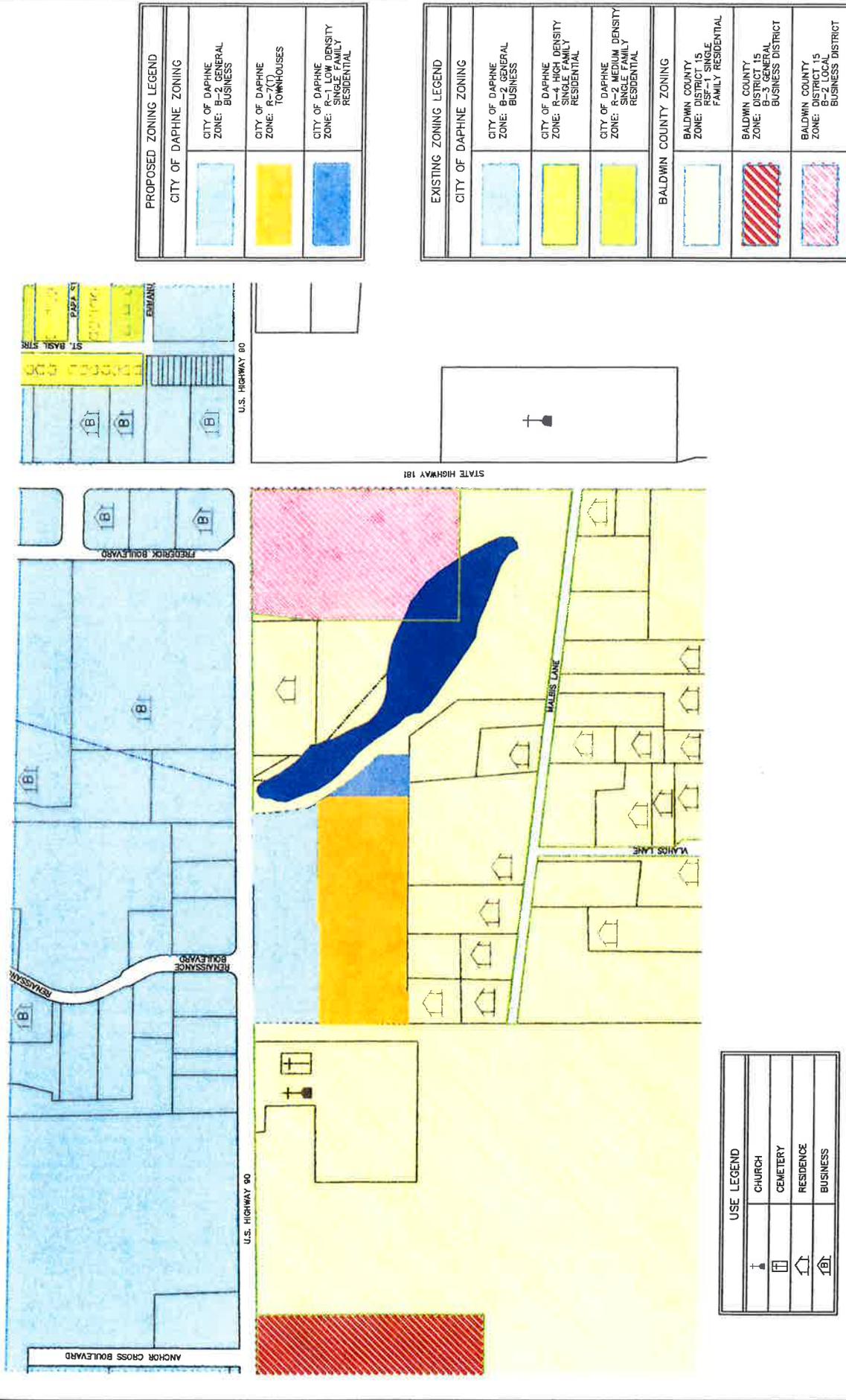
3207 INTERNATIONAL DRIVE  
MOBILE, ALABAMA 36608  
PHONE: (251) 478-4518  
FAX: (251) 478-4721

KMS1-1001

MAP SHOWING ZONING IN CITY OF DAPHNE AND BALDWIN COUNTY AT INTERSECTION OF U.S. HIGHWAY NO. 90 AND STATE HIGHWAY NO. 181

SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA

SCALE: 1"=200'      DATE: 10-15-2014      DRAWN BY: LUD      APPROVED BY: NAT      SHEET 1 OF 1



PROPOSED ZONING LEGEND	
	CITY OF DAPHNE ZONE: B-2 GENERAL BUSINESS
	CITY OF DAPHNE ZONE: R-7(C) TOWNHOUSES
	CITY OF DAPHNE ZONE: R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL

EXISTING ZONING LEGEND	
	CITY OF DAPHNE ZONE: B-2 GENERAL BUSINESS
	CITY OF DAPHNE ZONE: R-4 HIGH DENSITY SINGLE FAMILY RESIDENTIAL
	CITY OF DAPHNE ZONE: R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL
BALDWIN COUNTY ZONING	
	BALDWIN COUNTY ZONE: DISTRICT 15 RSP-1 SINGLE FAMILY RESIDENTIAL
	BALDWIN COUNTY ZONE: DISTRICT 15 B-3 GENERAL BUSINESS DISTRICT
	BALDWIN COUNTY ZONE: DISTRICT 15 B-2 LOCAL BUSINESS DISTRICT

USE LEGEND	
	CHURCH
	CEMETERY
	RESIDENCE
	BUSINESS

**The Coleman Engineering Group**  
 of  
**McCroy Williams**  
 ENGINEERS

3207 INTERNATIONAL DRIVE  
 SUITE 6  
 MOBILE, ALABAMA 36608  
 PHONE: (251) 479-4516  
 FAX: (251) 476-4721

MAP SHOWING PROPOSED ZONING  
 IN CITY OF DAPHNE AND BALDWIN COUNTY  
 AT INTERSECTION OF U.S. HIGHWAY NO. 90 AND STATE HIGHWAY NO. 181  
 SECTION 34, T4S-R2E, BALDWIN COUNTY, ALABAMA  
 SCALE: 1"=200' DATE: 10-19-2014 DRAWN BY: LMO APPROVED BY: RAT SHEET 1 OF 1

GEORGE KALASOUNTAS  
A REPLAT OF PROPERTY FOR  
GEORGE KALASOUNTAS  
APPLICATION *Rezoning Amendment*  
ADJACENT PROPERTY OWNERS LIST

GEORGE KALASOUNTAS  
9563 MALBIS LANE  
DAPHNE, AL 36526

MALBIS PLANTATION INC  
29470 ST HWY 181  
DAPHNE, AL 36526

FELICIA ANN RIDLON  
9595 MALBIS LANE  
DAPHNE, AL 36526

GERTRUDE MALBIS  
9655 MALBIS LANE  
DAPHNE, AL 36526

DESPINA K PAPPAS (LIFE ESTATE)  
104 GLENCOE WAY  
DOTHAN, AL 36305

MALBIS PLACE LLC  
ATTN: MIKE MCDONALD  
28396 HWY 181, STE D  
DAPHNE, AL 36526

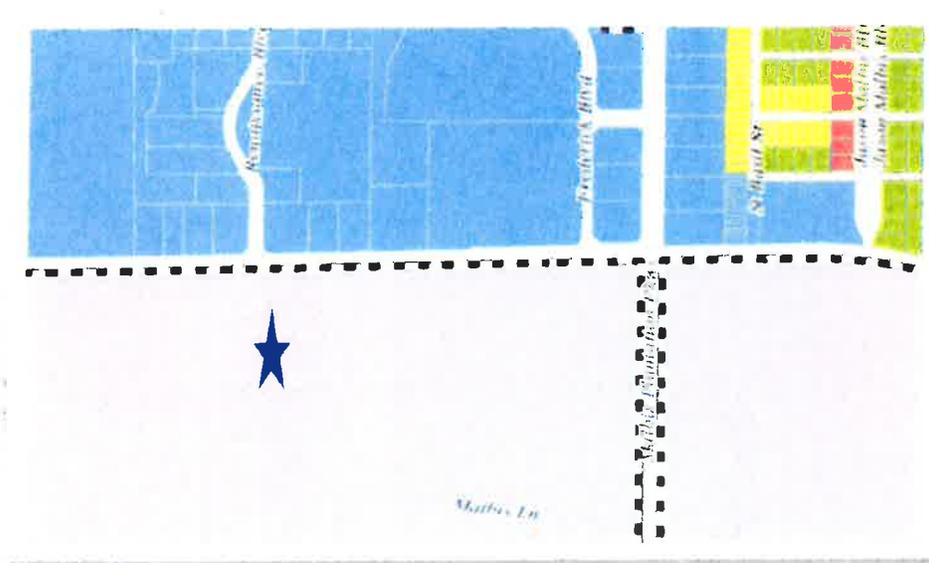
ESFAHANI REAL ESTATE HOLDINGS  
29732 FREDERICK BLVD  
DAPHNE, AL 36526

MYMS INC  
PO BOX 160812  
MOBILE, AL 36616

RENAISSANCE CENTER LLC  
C/O J BARRONS LLC  
PO BOX 2037  
DAPHNE, AL 36526

# PLANNING COMMISSION:

## PRE-ZONING REQUEST BY GEORGE KALASOUNTAS



## **COMMUNITY DEVELOPMENT**

### **Pre-zoning Request**

**South Side of U.S. Highway 90 at Renaissance Boulevard  
(George Kalasountas)  
17.82 acres**

**Owner:** George Kalasountas

**Existing Conditions:** 17.82 acres of undeveloped land

**Existing Zoning:** *Unincorporated Baldwin County* RSF-1, Single Family Residential

**Proposed Zoning:** B-2 General Business, R-7(T) Townhouse and R-1, Single Family Residential

**Surrounding Zonings/Uses:**

North – The Renaissance Center, zoned B-2, General Business

South - *Unincorporated Baldwin County* RSF-1, Single Family Residential zoning and uses.

West - *Unincorporated Baldwin County* RSF-1, Single Family Residential zoning. Mt. Aid Church and Cemetery.

East - *Unincorporated Baldwin County* RSF-1, Single Family Residential zoning and uses.

**Existing Utility Service Providers:**

Water – Daphne Utilities

Sewer – Daphne Utilities

Gas - Daphne Utilities

Electric—Riviera Utilities

**Affected City Service Providers:**

Fire Protection— Station 3

Police Protection—Police Beat 3

Public Works

**Baldwin County Schools—n/a**

**FROM THE 2000-2020 COMPREHENSIVE PLAN (adopted on June 26, 2003):**

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. Commercial zoning along Highway 90 with high density single family residential zoning as a transition to the existing residential development to the south is appropriate. **Staff recommends approval of the request to annex this land into the City of Daphne.** *The reversionary clause is not recommended and should not be applicable to this property.*

**NORMOND B. MCALLISTER, JR.**  
**9595 Malbis Lane**  
**Daphne, Alabama 36526**  
**251-626-5861**

October 14, 2014

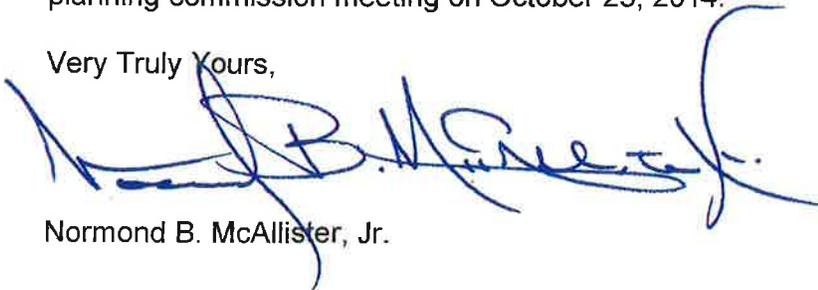
Mrs. Adrienne D. Jones  
Planning Director  
City of Daphne  
P O Box 400  
Daphne, AL 36526

Dear Mrs. Jones,

An unavoidable family medical emergency has made it impossible for me to attend the planning commission meeting on Thursday October 23, 2014. I respectfully request that the consideration for the request by Mr. George Kalasountas (file SRP14-11, SRP14-12 and Z14-02) be moved from this meeting to the November meeting. We are concerned about flooding problems and need time to engage an engineer to review the sight. As President of the Malbis Lane/Vlahos Lane Homeowners Association I would like to be present to represent them. The homeowners have additional concerns that have not been addressed and additional time is needed to address these issues.

Please give a copy of this letter to each of the commission members prior to the planning commission meeting on October 23, 2014.

Very Truly Yours,



Normond B. McAllister, Jr.



## Adrienne Jones

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**From:** Adrienne Jones  
**Sent:** Thursday, October 16, 2014 11:49 AM  
**To:** 'Donna Glover'  
**Subject:** RE: Plea to postpone Kalasountas request from the October 23rd meeting until the November meeting.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Ms. Glover,

Thank you for your e-mail regarding the upcoming public hearing for George Kalasountas property scheduled for October 23<sup>rd</sup> at 5:00 pm. *I will forward your e-mail to the Daphne Planning Commission for consideration during the meeting.* If you'd like to review the file for this application, feel free to visit Community Development during the business week between 9 am and 4:30 pm. We are located at 1705 Main Street in City Hall.

This is the first of 3 meetings where the topic will be discussed. In the pre-zoning process, the Planning Commission will make a recommendation to the City Council (1<sup>st</sup> meeting). Then, the City Council will hold a public hearing of its own (2<sup>nd</sup> meeting). Subsequent to that hearing, the Council will take a vote (3<sup>rd</sup> meeting). You will have the opportunity to speak at each public hearing.

Take care,  
Adrienne

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**From:** Donna Glover [<mailto:dgimkt@bellsouth.net>]  
**Sent:** Thursday, October 16, 2014 11:27 AM  
**To:** Adrienne Jones  
**Cc:** Jeff Glover ([jeffglover@bellsouth.net](mailto:jeffglover@bellsouth.net))  
**Subject:** Plea to postpone Kalasountas request from the October 23rd meeting until the November meeting.

Dear Daphne Planning Commission:

I am writing to request a postponement of the George Kalasountas request from the October planning commission meeting until the November commission meeting to allow time to evaluate the impact on my property at 9717 Malbis Lane. Our property and home backs up to much of the Kalasountas property. We would like the opportunity to fully understand exactly what zoning changes he is asking for and what affect it will have on our property, property value and home life.

Your assistance is greatly appreciated.

Your constituents,

Donna and Jeff Glover  
9717 Malbis Lane  
Daphne, AL 36526  
[dgimkt@bellsouth.net](mailto:dgimkt@bellsouth.net)  
251.391.2378

**WILLARD BELTON SIMMONS, JR.**

October 20, 2014

Daphne Planning Commission  
Attn: Mrs. Adrienne Jones  
City of Daphne  
Post Office Box 400  
Daphne, Alabama 36526

RE: Postponement of George Kalasountas Request

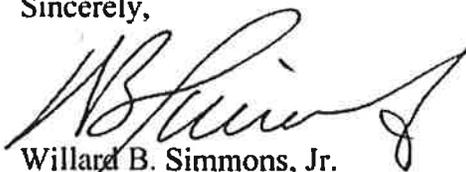
Dear Mrs. Jones:

I would request that you postpone the George Kalasountas request until the November Commission meeting to allow me time to evaluate the impact it will have on my property.

Thank you for your consideration of our request.

With warmest regards, I remain

Sincerely,

A handwritten signature in cursive script, appearing to read "Willard B. Simmons, Jr.", written in black ink.

Willard B. Simmons, Jr.  
WBSjr:dpm

# MALBIS PLANTATION, INC.

October 20, 2014

Daphne Planning Commission  
Attn: Mrs. Adrienne Jones  
City of Daphne  
Post Office Box 400  
Daphne, Alabama 36526

RE: Postponement of George Kalasountas Request

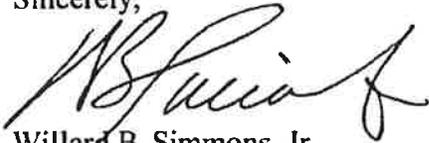
Dear Mrs. Jones:

On behalf of the Board of Directors of Malbis Plantation, Inc., we would request that you postpone the George Kalasountas request until the November Commission meeting to allow us time to evaluate the impact it will have on our properties.

Thank you for your consideration of our request.

With warmest regards, I remain

Sincerely,



Willard B. Simmons, Jr.  
President  
WBSjr:dpm

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*29470 State Highway 181 \* Daphne, Alabama 36526  
Telephone: (251) 626-3050\* Facsimile: (251) 626-9144  
Email: wbs1@elmcorp.com*

My name is Felicia McAllister and I have lived on Malbis Lane for 22 years. George Kalasountas is my next door neighbor. The back of my property adjoins the land he is trying to rezone & develop.

I don't remember the exact year Mr. Kalasountas built his house but my first experience with him as a neighbor was when he went on our lot behind our pond and cut down our trees. We had several pine trees and a beautiful oak that had been there for years. These trees not only provided a sound barrier but also privacy. When we asked him why - he said it was an accident - they had misunderstood his request & offered to replace our trees. We appreciated the offer but those long standing trees could not be replaced.

Our next experience was after he built his house and our pond starting overflowing and our backyard flooded. Although he installed a drainage pipe it still floods after a heavy rain. I don't know the solution to the problem but I'm afraid further development will only make it worse.

Our most recent experience with him has been the installation of a practice soccer field behind our home. He has leased his property and put up soccer nets & lights with generators & allows soccer practice on this vacant property. We appeared before the Baldwin County Planning Commission in November of last year to object to the activity. By a vote of 6 to 1 our request for it to cease was approved and Mr. Kalasountas was told he was not allowed to let them practice soccer after dark or with lights. He has restarted this activity in violation of the order.

Mr. Kalasountas seems to find it easier to ask forgiveness than permission so in light of that I am asking you to decline his request for rezoning.

**9595 MALBIS LANE**

**MCALLISTER RESIDENCE AFTER A NORMAL SUMMER RAIN. IT TAKES TWO TO FOUR DAYS FOR THE WATER TO RETURN TO THE AREA OF THE EXISTING POND.**

**THE EXISTING POND IS BEHIND THE FLOODED TREES SHOWN IN THE FOREFRONT THE SIZE OF WHICH IS APPROXIMATELY 1/3 OF THE AREA SHOWN FLOODED**





A Motion was made by Mr. Scott and **Seconded** by Mr. Sandefur *of an affirmative recommendation by the Planning Commission to the City Council of the annexation of a fifty-one point three-three acre parcel into the City of Daphne located west of the Estates of Tiawasee Subdivision and southeast of the intersection of Park Drive and Pollard Road with R-1, Low Density Single Family, zoning, for Provision Investments, L.L.C. There was no discussion on the motion. The Motion carried unanimously.*

The next order of business is a pre-zoning amendment for George Kalasountas.

An introductory presentation was given by Mr. Daryl Russell, representative of Coleman Engineering Group of McCrory & Williams.

Chairman stated we acted on the replat of the interior property lot lines at the last meeting and asked for Commission questions or comments.

Mr. Sandefur asked for the purpose of the business zone. Mr. Russell stated there is not a specific use. Mr. Scott stated he did not believe in speculative zoning without a plan and he would prefer that the zoning requested is business zone of less intensity.

Chief White asked what safeguards have been put in place to protect the church and the cemetery. Mr. Russell stated there will be a buffer between the development and the church.

Mr. Montgomery asked has this applicant applied for rezoning in the County. Mr. Russell stated no. Ms. Jones stated his application was for conditional use of the property, but it was denied.

Chairman opened the floor to public participation.

Mrs. Felicia McAllister, 9595 Malbis Lane, spoke in opposition and asked for the denial of the request. She commented on the removal of trees which served as a buffer, a sound barrier, and provided privacy; flooding, and the use of his property for soccer practice which is prohibited by Baldwin County.

Ms. Gertrude Malbis, 9655 Malbis Lane, mentioned that the neighborhood now consists of elderly residents and the transients in the proposed development would not be safe.

Ms. Leeann Lanham, 29240 Vlahos Lane, spoke in opposition and stated that she strongly opposed the request. She mentioned: the congestion of low density development, the adverse effect on the adjacent property, and preservation of the historic value of the property. The request is premature without a development plan.

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Chairman asked Ms. Jones if an R-7 (T), Townhome, district exists in the City. Ms. Jones stated this will be the first one, but all other townhome developments are zoned R-4, for example: Summer Oaks.

Dimitrios Mathews, 29289 State Highway 181, spoke in opposition and asked for the denial of the request. Although the applicant has the right to develop his property, this is a bold maneuver in that the development of the right-of-way by the lake will impact the quality of life for the residents of Malbis and Vlahos Lane.

Mr. Norman McAllister, 9595 Malbis Lane, stated this is a residential and agricultural zoned area with a one hundred and thirty year old church. Thirteen families are in unanimous disagreement with the request.

Mr. John Lawler, 804 Commerce Building, attorney for the homeowners' association of Malbis and Vlahos Lane, stated this is a planning opportunity. Lessen the blow and allow this property to remain single family until the applicant has submitted a plan.

Mr. George Kalasountas, 9563 Malbis Lane, asked for support of the development.

Mr. William Scully, attorney for Mr. George Kalasountas, stated Malbis Lane, if the property is developed, the ingress/egress easement adjacent to the lake will not access Malbis Lane. The proposed B-2 zone is not speculative and is consistent with B-2 on U.S. Highway 90, and with a shortness of townhomes, R-7 would be good for Daphne. Also, in response to the comment regarding the soccer practice, it is on an occasional basis. Mr. Kalasountas is not scofflaw with regard to Baldwin County's order. He follows the law as it exists.

Mr. Norman McAllister stated if the property is ever developed, it could access the ingress/egress easement to Malbis Lane. It is also my understanding that the soccer team leases the property from Mr. Kalasountas. Mr. Scully stated I am not aware of the lease.

Mr. Kevin Spriggs, owner of Malbis Shell 29640 State Highway 181, stated the real question is one of planning. The Commission must establish where the residential and commercial boundary will be south of U.S. Highway 90.

Chairman asked for Commission questions or comments. None were presented. He closed public participation.

Chief White asked if anyone had contacted the church regarding the rezoning.

Mr. George Kalasountas commented that the church is in support of the request.

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Chairman commented on the consideration of the appropriateness of the rezoning and expressed his appreciation for the public interest. The Commission can send forward a favorable or unfavorable recommendation or amend the request.

Mr. Sandefur stated he should be able to develop his property and transition from B-2 to the R-7 (T), but asked if the Commission can ask him to provide a plan which provides additional buffers in order to protect the homeowners.

Commissioners discussed the fifty-foot setback, parking, landscaping and buffer requirements of an R-7 (T) zone. Ms. Jones stated the buffer would be planted, not just grass to meet the minimum standards.

Chairman asked for Commission questions or comments and a motion for a recommendation for pre-zoning.

**A Motion** was made by Mr. Scott and **Seconded** by Mr. Montgomery **of an negative recommendation by the Planning Commission to the City Council of the pre-zoning of seventeen point eight two acre parcel into the City of Daphne located on the south side of U.S. Highway 90 at Renaissance Boulevard with B-2, General Business, R-7 (T) Townhouse and R-1, Low Density Single Family Residential for George Kalasountas.**

**The Motion failed. Two members voted in the affirmative and four dissented (Mr. Smith, Mr. Montgomery, Mr. Chason and Mr. Sandefur).**

**An Amended Motion** was made by Mr. Scott and **Seconded** by Mr. White **of an affirmative recommendation by the Planning Commission to the City Council of the pre-zoning of seventeen point eight two acre parcel into the City of Daphne located on the south side of U.S. Highway 90 at Renaissance Boulevard with B-1, Local Business, R-7 (T) Townhouse and R-1, Low Density Single Family Residential for George Kalasountas. The Motion failed. Three members voted in the affirmative and three dissented (Mr. Montgomery, Mr. Chason and Mr. Sandefur).**

During discussion on the motion, Commissioners not that B-2 may be appropriate with a site plan and R-7 (T) may be appropriate with a good buffer. If B-1 were approved, the property owner could re-apply for B-2 zoning in the future.

**A Motion** was made by Mr. Montgomery and **Seconded** by Mr. Sandefur **of an affirmative recommendation by the Planning Commission to the City Council of the pre-zoning of seventeen point eight two acre parcel into the City of Daphne located on the south side of U.S. Highway 90 at Renaissance Boulevard with R-1, Low Density Single Family Residential for George Kalasountas. There was no discussion on the motion.**

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***The Motion failed. Four members voted in the affirmative and two dissented (Chief White and Mr. Scott).***

The next order of business is a petition for annexation review for George Kalasountas.

Chairman asked for Commission questions or comments and a motion for a recommendation for annexation.

A **Motion** was made by Mr. Scott and **Seconded** by Mr. Sandefur **of an affirmative recommendation by the Planning Commission to the City Council of the annexation of seventeen point eight two acre parcel into the City of Daphne located on the south side of U.S. Highway 90 at Renaissance Boulevard with the appropriate zoning as determined by the City Council.**

Commission discussed the pending motion and Mr. Scott explained that pre-zoning gives the applicant the opportunity to accept the zoning of the property prior to acceptance of annexation into the City.

Mr. Montgomery stated from my standpoint, the motion for annexation should not be construed as a favorable recommendation with regard to zoning because it should be zoned R-1.

***The Motion carried unanimously.***

The next order of business is Planning Commission discussion.

No discussion.

The next order of business is public participation.

Chairman asked for public participation.

Mr. Spriggs commented that businesses south of U.S. Highway 98 and Interstate 10 are suffering because of a traveler's visibility issue caused by the trees along the corridor.

Chairman closed public participation.

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

Mr. Boucher stated no report.

The next order of business is commissioner's comments.

Mr. Sandefur stated although the regular meeting of October 23, 2014 was his last meeting, he expressed appreciation for what Mr. Kirby brought to the Commission and the City.

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2014-**

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**Ordinance to Pre-Zone Property Located  
On the South Side of U.S. Highway 90 at Renaissance Boulevard  
George Kalasountas**

**WHEREAS**, George Kalasountas as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property be pre-zoned from RSF-1, Single Family Residential District, Baldwin County District 15 to B-2, General Business; R-7 (T), Townhouse District and R-1, Low Density Single Family Residential District, City of Daphne; and

**WHEREAS**, said real property is on the south side of U.S. Highway 90 at Renaissance Boulevard, and more particularly described as follows:

**DESCRIPTION OF PROPERTY TO BE REZONED TO B-2:**

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET; THENCE RUN SOUTH 89°51'27" WEST, 605.05 FEET; THENCE RUN SOUTH 89°36'45" WEST, 202.10 FEET; THENCE RUN SOUTH 89°39'51" WEST, 210.15 FEET; THENCE RUN SOUTH 89°37'12" WEST, 226.55 FEET; THENCE RUN NORTH 00°36'00" EAST, 407.87 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 00°36'00" EAST RUN 300.13 FEET TO POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 90 (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTH 88°55'49" EAST, 841.46 FEET; THENCE RUN NORTH 89°01'56" EAST, 124.50 FEET; THENCE DEPARTING THE SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 259.25 FEET, CHORD BEARS SOUTH 06°36'27" EAST AND MEASURES 258.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 47.35 FEET, CHORD BEARS SOUTH 27°59'32" EAST AND MEASURES 47.35 FEET; THENCE RUN SOUTH 88°55'49" WEST, 1021.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.76 ACRES, MORE OR LESS.

BEING LOT 1, A REPLAT OF PROPERTY FOR GEORGE KALASOUNTAS #2, AS PER PLAT RECORDED ON SLIDE NO. 2520-F OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA.

**DESCRIPTION OF PROPERTY TO BE REZONED TO R-7(T):**

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET; THENCE RUN SOUTH 89°51'27" WEST, 181.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89°51'27" WEST, RUN 423.98 FEET; THENCE RUN SOUTH 89°36'45" WEST, 202.10 FEET; THENCE RUN SOUTH 89°39'51" WEST, 210.15 FEET;

THENCE RUN SOUTH 89°37'12" WEST, 226.55 FEET; THENCE RUN NORTH 00°36'00" EAST, 407.87 FEET; THENCE RUN NORTH 88°55'49" EAST, 1021.12 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTWARDLY HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 68.74 FEET, CHORD BEARS SOUTH 30°41'20" EAST AND MEASURES 68.73 FEET; THENCE RUN SOUTH 00°23'29" EAST, 362.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.06 ACRES, MORE OR LESS. BEING LOT 2, A REPLAT OF PROPERTY FOR GEORGE KALASOUNTAS #2, AS PER PLAT RECORDED ON SLIDE NO. 2520-F OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA.

DESCRIPTION OF PROPERTY TO BE REZONED TO R-1:

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 89°51'27" WEST, 181.07 FEET; THENCE RUN NORTH 00°23'29" WEST 362.66 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTWARDLY HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 290.16 FEET, CHORD BEARS SOUTH 39°01'35" EAST AND MEASURES 289.49 FEET; THENCE RUN SOUTH 00°31'35" EAST, 137.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.00 ACRES, MORE OR LESS. BEING LOT 3, A REPLAT OF PROPERTY FOR GEORGE KALASOUNTAS #2, AS PER PLAT RECORDED ON SLIDE NO. 2520-F OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA.

**WHEREAS**, at the Special Called City of Daphne Planning Commission meeting on October 30, 2014, the Commission considered said request and set forth a favorable recommendation for appropriate zoning as determined by the City Council of the City of Daphne regarding said property pre-zoning request; and,

**WHEREAS**, due notice of said proposed pre-zoning 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 December 15, 2014; and,

**WHEREAS**, the City Council of the City of Daphne after due consideration and upon consideration of the notes of the Planning Commission, deemed that said application for pre-zoning 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; and

**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 pre-zoned from RSF-1, Single Family Residential District, Baldwin County District 15 to B-2, General Business; R-7 (T), Townhouse and R-1, Low Density Single Family Residential District, City of Daphne and that the zoning ordinance and zoning map be amended to reflect the said zoning change.

**SECTION II: 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 III: 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 IV: EFFECTIVE AND EXPIRATION DATE.**

This Ordinance, and in particular the pre-zoning shall take effect after the date of its approval by the City Council of the City of Daphne and publication as required by law. Pursuant to Code of Alabama (1975) Section 11-52-85, the zoning of the property, shall become effective upon the date the territory is annexed into the corporate limits, if any portion of the territory is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law then this pre-zoning shall be null and void.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

\_\_\_\_\_  
**Dane Haygood,**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes**  
**City Clerk**

EXHIBIT "A"  
PRE-ZONING APPLICATION  
PROPERTY ON SOUTH SIDE OF U.S. HWY 90 ACROSS FROM RENAISSANCE BLVD.  
DESCRIPTION OF PROPERTY TO BE PRE-ZONED

DESCRIPTION OF PROPERTY TO BE REZONED TO B-2:

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET; THENCE RUN SOUTH 89°51'27" WEST, 605.05 FEET; THENCE RUN SOUTH 89°36'45" WEST, 202.10 FEET; THENCE RUN SOUTH 89°39'51" WEST, 210.15 FEET; THENCE RUN SOUTH 89°37'12" WEST, 226.55 FEET; THENCE RUN NORTH 00°36'00" EAST, 407.87 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 00°36'00" EAST RUN 300.13 FEET TO POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 90 (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTH 88°55'49" EAST, 841.46 FEET; THENCE RUN NORTH 89°01'56" EAST, 124.50 FEET; THENCE DEPARTING THE SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 259.25 FEET, CHORD BEARS SOUTH 06°36'27" EAST AND MEASURES 258.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 47.35 FEET, CHORD BEARS SOUTH 27°59'32" EAST AND MEASURES 47.35 FEET; THENCE RUN SOUTH 88°55'49" WEST, 1021.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.76 ACRES, MORE OR LESS.  
BEING LOT 1, A REPLAT OF PROPERTY FOR GEORGE KALASOUNTAS #2, AS PER PLAT RECORDED ON SLIDE NO. 2520-F OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA.

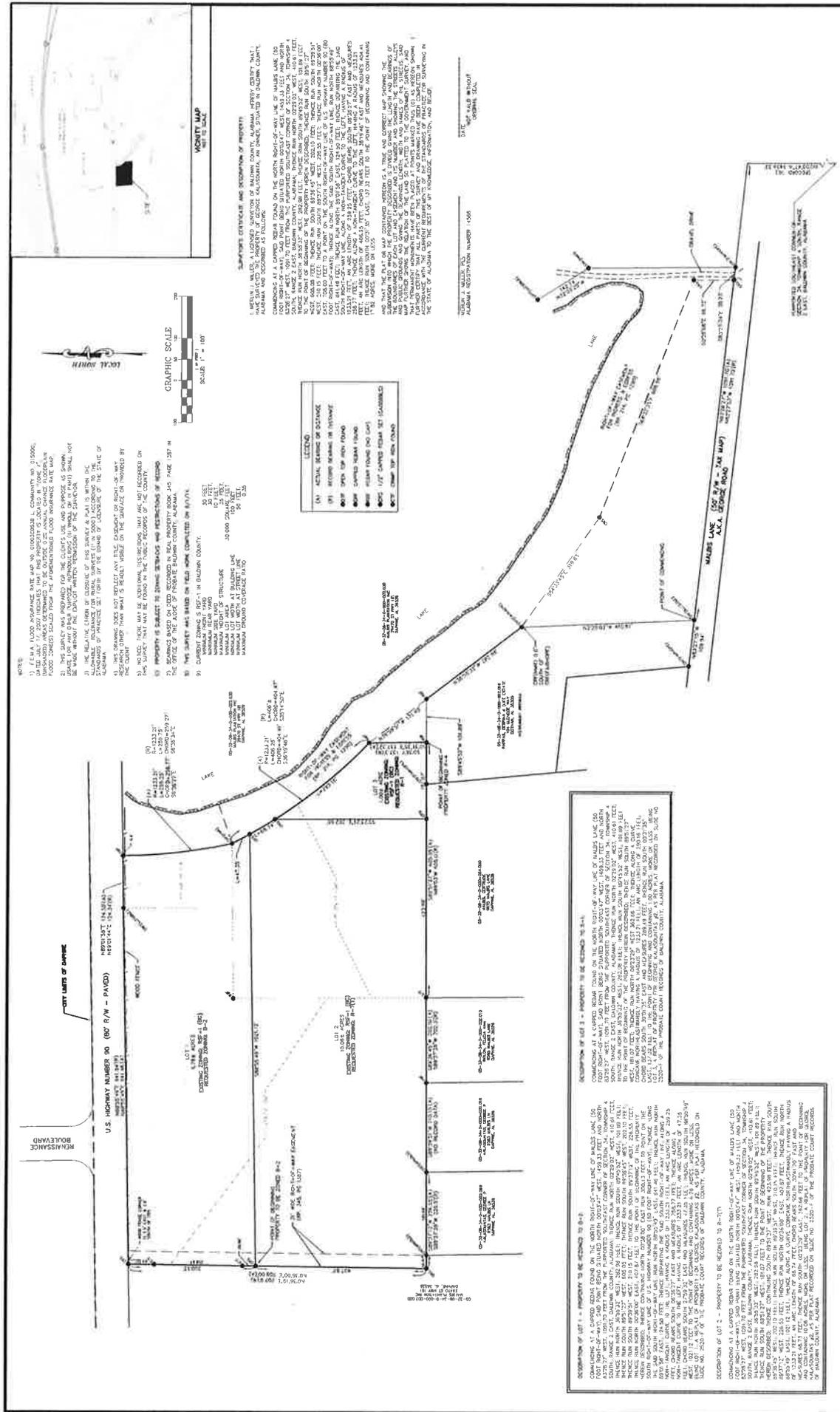
DESCRIPTION OF PROPERTY TO BE REZONED TO R-7(T):

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET; THENCE RUN SOUTH 89°51'27" WEST, 181.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89°51'27" WEST, RUN 423.98 FEET; THENCE RUN SOUTH 89°36'45" WEST, 202.10 FEET; THENCE RUN SOUTH 89°39'51" WEST, 210.15 FEET; THENCE RUN SOUTH 89°37'12" WEST, 226.55 FEET;

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DESCRIPTION OF PROPERTY TO BE REZONED TO R-1:

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 89°51'27" WEST, 181.07 FEET; THENCE RUN NORTH 00°23'29" WEST 362.66 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTWARDLY HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 290.16 FEET, CHORD BEARS SOUTH 39°01'35" EAST AND MEASURES 289.49 FEET; THENCE RUN SOUTH 00°31'35" EAST, 137.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.00 ACRES, MORE OR LESS. BEING LOT 3, A REPLAT OF PROPERTY FOR GEORGE KALASOUNTAS #2, AS PER PLAT RECORDED ON SLIDE NO. 2520-F OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA.



**McCrorry Williams**  
INCORPORATED  
Engineers Surveyors

3207 INTERNATIONAL DRIVE, SUITE G  
MOBILE, ALABAMA 36606  
PHONE: (251) 476-4720  
FAX: (251) 476-4721  
EMAIL: info@mccrorry.com

PRE-ZONING EXHIBIT FOR GEORGE KALASOUNTAS SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA

SCALE: 1"=100' DATE: Nov. 12, 2014 DRAWN BY: MMH APPROVED BY: [Signature]

REVISION

SHEET 1 OF 1



PLEASE Publish in the Bulletin Legal Section on Friday  
November 21, 2014

FIRST NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on December 15, 2014 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance pre-zoning certain property from RSF-1, Single Family Residential District, Baldwin County District 15 to B-2, General Business District; R-7(T), Townhouse District; and R-1, Low Density Single Family Residential District, City of Daphne as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

Rebecca A. Hayes, City Clerk

**PROPOSED ORDINANCE:**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2014-**

---

**Ordinance to Pre-zone Property Located  
On the South Side of U.S. Highway 90 at Renaissance Boulevard  
George Kalasountas**

**WHEREAS**, George Kalasountas as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property be pre-zoned from RSF-1, Single Family Residential District, Baldwin County District 15 to B-2, General Business; R-7 (T), Townhouse and R-1, Low Density Single Family Residential District, City of Daphne; and

**WHEREAS**, said real property is on the south side of U.S. Highway 90 at Renaissance Boulevard, and more particularly described as follows:

**DESCRIPTION OF PROPERTY TO BE REZONED TO B-2:**

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING

PLEASE Publish in the Bulletin Legal Section on Friday  
November 28, 2014

SECOND NOTICE OF PUBLIC HEARING

Notice is hereby given the second time, the first notice was given November 21, 2014, that the City Council of the City of Daphne will hold a Public Hearing on December 15, 2014 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance pre-zoning certain property from RSF-1, Single Family Residential District, Baldwin County District 15 to B-2, General Business District; R-7(T), Townhouse District; and R-1, Low Density Single Family Residential District, City of Daphne as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

Rebecca A. Hayes, City Clerk

**PROPOSED ORDINANCE:**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE NO. 2014-**

---

**Ordinance to Pre-zone Property Located  
On the South Side of U.S. Highway 90 at Renaissance Boulevard  
George Kalasountas**

**WHEREAS**, George Kalasountas as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property be pre-zoned from RSF-1, Single Family Residential District Baldwin County District 15 to B-2, General Business; R-7 (T), Townhouse District and R-1, Low Density Single Family Residential District, City of Daphne; and

**WHEREAS**, said real property is on the south side of U.S. Highway 90 at Renaissance Boulevard, and more particularly described as follows:

**DESCRIPTION OF PROPERTY TO BE REZONED TO B-2:**

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY

# MEMORANDUM

To: Office of the City Clerk  
From: Adrienne D. Jones, <sup>11/10/14</sup>  
Director of Community Development  
Subject: George Kalasountas  
Annexation Recommendation  
Date: November 3, 2014

**PRESENT ZONING:** RSF-1, Single Family Residential  
District, Baldwin County District 15

**PROPOSED PRE-ZONING:** B-2, General Business, R-7 (T),  
Townhouse, and R-1, Low Density Single  
Family Residential, City of Daphne

**LOCATION:** On the south side of U.S. Highway 90 at  
Renaissance Boulevard

**RECOMMENDATION:** At the Thursday, October 30, 2014, special  
meeting of the Daphne Planning Commission,  
six members were present:

A favorable motion for annexation with the appropriate  
zoning as determined by City Council was made and  
carried unanimously.

Attached please find documentation from the Office of  
Community Development. Ordinances shall be provided by  
the Office of the City Attorney.

Thank you,  
ADJ/jv

cc: file

attachment(s)

1. Petition for Annexation
2. Legal Description
3. Boundary Survey
4. Draft of October 30<sup>th</sup> minutes re: Kalasountas property
5. Community Development Report

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE MUNICIPALITY OF THE CITY OF DAPHNE, ALABAMA

( George Kalasountas )

The undersigned, George Kalasountas, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, A Replat of Property for George Kalasountas, to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

1. Description of Property: The description of the property which the petitioner requests to be annexed into the City of Daphne is described in Exhibit "A" attached hereto and made a part of this petition as fully set out herein (the "Property").

2. Map of Property: Attached hereto as Exhibit "B" and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.

3. Owner: The petitioner, George Kalasountas, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. Specific Conditions: This petition is conditioned upon the adoption of an ordinance, which shall specifically include the conditions requested below upon annexing the property into the corporate limits of the City of Daphne.

Proposed Lot 1 to B-2  
Proposed Lot 2 to R-7(1)  
Requested zoning, if other than R-1: Proposed Lot 3 to ~~R-1~~

Any other conditions which may apply upon annexation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

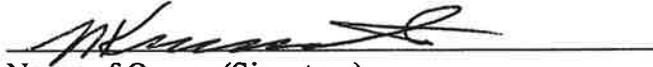
5. Code: This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 23rd day of September, 2014

Respectfully submitted by,

George Kalasountas

Name of Owner (Print)

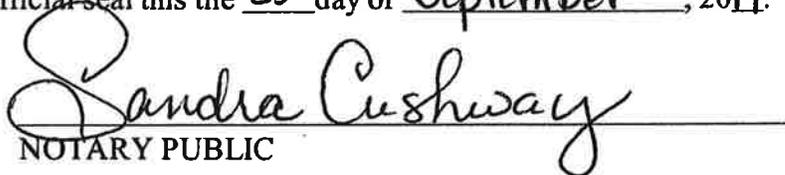


Name of Owner (Signature)

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Sandra Cushway, the undersigned Notary Public in and for said county and state, hereby certify that George Kalasountas has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23 day of September, 2014.

  
NOTARY PUBLIC

My Commission Expires March 9, 2016

My commission expires: \_\_\_\_\_

Owner's Address

9563 Malbis Lane

Daphne, AL 36526

**EXHIBIT "A"**  
**ANNEXATION APPLICATION**  
**PROPERTY ON SOUTH SIDE OF U.S. HWY 90 ACROSS FROM RENAISSANCE BLVD.**  
**DESCRIPTION OF PROPERTY TO BE ANNEXED**

**DESCRIPTION:**

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 89°51'27" WEST, 605.05 FEET; THENCE RUN SOUTH 89°36'45" WEST, 202.10 FEET; THENCE RUN SOUTH 89°39'51" WEST, 210.15 FEET; THENCE RUN SOUTH 89°37'12" WEST, 226.55 FEET; THENCE RUN NORTH 00°36'00" EAST, 708.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 90 (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTH 88°55'49" EAST, 841.46 FEET; THENCE RUN NORTH 89°01'56" EAST, 124.50 FEET; THENCE DEPARTING THE SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 259.25 FEET, CHORD BEARS SOUTH 06°36'27" EAST AND MEASURES 258.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 406.25 FEET, CHORD BEARS SOUTH 36°19'46" EAST AND MEASURES 404.41 FEET; THENCE RUN SOUTH 00°31'35" EAST, 137.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.82 ACRES, MORE OR LESS.

**ADDITIONAL INFORMATION**

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975. Initials: PKD

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached. Initials: PKD

We certify that the property is a single or multiple parcels under single or multiple ownership. Initials: PKD

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne. Initials: PKD

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): B-2, R-7(T) and R-1, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition. Initials: PKD

Or

~~Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential. Initials: PKD~~

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 23rd day of September, 2014.

Legal Description Attached (Exhibit A)? YES Map or Survey Attached (Exhibit B)? YES  
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? YES Acreage 17.82 Ac.  
Subdivision Name A Replat of Property for George Kalasountas Lot Number(s) 1, 2 and 3

**Names and Signature of ALL property owners:**

Signature: [Handwritten Signature] Signature: [Blank] *Spt 23-14*

Printed Name: George Kalasountas Printed Name: \_\_\_\_\_

Mailing Address: 9563 Malbis Lane Daphne, AL 36526 Mailing Address: \_\_\_\_\_



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**The Motion failed. Four members voted in the affirmative and two dissented (Chief White and Mr. Scott).**

The next order of business is a petition for annexation review for George Kalasountas.

Chairman asked for Commission questions or comments and a motion for a recommendation for annexation.

A **Motion** was made by Mr. Scott and **Seconded** by Mr. Sandefur **of an affirmative recommendation by the Planning Commission to the City Council of the annexation of seventeen point eight two acre parcel into the City of Daphne located on the south side of U.S. Highway 90 at Renaissance Boulevard with the appropriate zoning as determined by the City Council.**

Commission discussed the pending motion and Mr. Scott explained that pre-zoning gives the applicant the opportunity to accept the zoning of the property prior to acceptance of annexation into the City.

Mr. Montgomery stated from my standpoint, the motion for annexation should not be construed as a favorable recommendation with regard to zoning because it should be zoned R-1.

**The Motion carried unanimously.**

The next order of business is Planning Commission discussion.

No discussion.

The next order of business is public participation.

Chairman asked for public participation.

Mr. Spriggs commented that businesses south of U.S. Highway 98 and Interstate 10 are suffering because of a traveler's visibility issue caused by the trees along the corridor.

Chairman closed public participation.

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

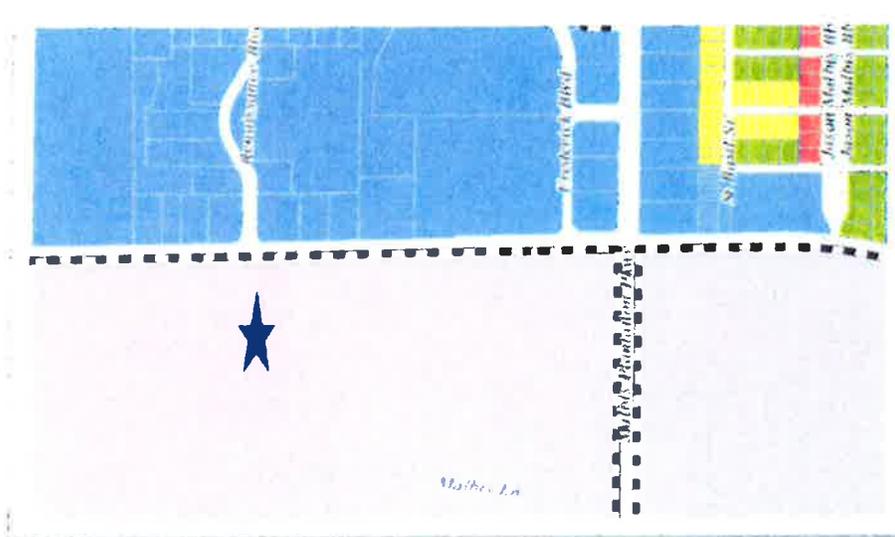
Mr. Boucher stated no report.

The next order of business is commissioner's comments.

Mr. Sandefur stated although the regular meeting of October 23, 2014 was his last meeting, he expressed appreciation for what Mr. Kirby brought to the Commission and the City.

# PLANNING COMMISSION:

## ANNEXATION REQUEST BY GEORGE KALASOUNTAS



# Code of Alabama Section 11-52-85

## **PRE-ZONING TERRITORY PROPOSED FOR ANNEXATION**

Section 11-52-85 of the Code of Alabama allows “pre-zoning of property”. In this case, both requests have been submitted concurrently and are moving on the same path. The Planning Commission will make a recommendation to Council for zoning and also make a recommendation for annexation.

### Code of Alabama Section 11-52-85

#### **Pre-zoning of territory proposed for annexation by municipality. (Highlights by staff)**

(a) A municipality which exercises its authority to zone territory within its corporate limits may pre-zone territory proposed for annexation into the corporate limits of the municipality prior to the effective date of the annexation by complying with this article. If all the requirements, including all notice and public hearing requirements, of this article are met, the zoning shall become effective upon the date the territory is annexed into the corporate limits, or upon the date the zoning process is completed, whichever is later.

(b) A municipality which exercises its authority to zone territory within its corporate limits shall pre-zone territory as provided in subsection (a) and issue a statement of zoning classification to an affected property owner if the individual property owner residing in the area to be annexed requests in writing that a zoning determination be made pursuant to this section prior to being annexed.

(c) Any pre-zoning established by a municipality pursuant to this section for territory proposed for annexation shall be null and void as to any portion of the territory that is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law.

(d) Nothing contained in this section shall allow a municipality to zone territory outside the corporate limits of the municipality that is not in the process of being annexed into the corporate limits of a municipality as provided by law.

(e) Section 6-5-127 shall be applicable to any property pre-zoned pursuant to this section.

*(Act 2009-629, p. 1926, §1.)*

**COMMUNITY DEVELOPMENT  
ANNEXATION REQUEST**

**South Side of U.S. Highway 90 at Renaissance Boulevard  
(George Kalasountas)  
17.82 acres**

**EXCERPT FROM ARTICLE 23-1 PROCEDURE [FOR ANNEXATION REQUESTS]**

The application shall be reviewed by the Planning Commission at its next regular meeting and said Commission shall have thirty (30) calendar days from said regular meeting within which to submit a recommendation to the City Council. If the Commission fails to submit a recommendation to the City Council within the thirty (30) calendar day period, it shall be deemed to have approved the proposed amendment...Before enacting any amendment to this Ordinance, a public hearing thereon shall be held by the City Council with proper notice as required by law. Said public hearing shall be held at the earliest possible time to consider the proposed annexation, and the Council shall take action on said proposed annexation within forty-five (45) calendar days from the date of the public hearing except in the case where the tentative action is not in accordance with the Planning Commission's certified recommendation.

**23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND**

Any land annexed to the City of Daphne hereafter shall be classified as an R-1, Low Density Single Family Residential District *unless otherwise recommended by the Planning Commission through the zoning amendment procedure provide in Article 22-1, Zoning Amendment Procedures*. In such case, City Council may consider, after due process of publication and hearing as required by law, specific applications to zone newly annexed land into one or more existing or proposed new zoning classifications recommended by the Planning Commission. Multiple zoning requests for a single parcel shall be subject to the *Article 17, Subdivision Regulations and/or the Article 30, Planned Unit Development regulations* as applicable.

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## REQUEST

The applicant has submitted a petition to annex 17.82 acres of land into the corporate limits of Daphne with R-1, Low Density Single Family Residential, B-2 General Business and R-7(T) Townhouse Zoning. An application to replat 3 lots has been submitted to the Planning Commission for review. Plat approval is not contingent upon annexation. Once the plat is recorded in Probate Records, it will be used as the legal description for each separate zoning district.

## RECOMMENDATION

The Comprehensive Plan encourages expansion and annexation of land contiguous to the corporate limits. Commercial zoning along Highway 90 with high density single family residential zoning as a transitional area between the existing residences to the south is appropriate. **Staff recommends approval of the request to annex this land into the City of Daphne.**



EXHIBIT "A"  
ANNEXATION APPLICATION  
PROPERTY ON SOUTH SIDE OF U.S. HWY 90 ACROSS FROM RENAISSANCE BLVD.  
DESCRIPTION OF PROPERTY TO BE ANNEXED

DESCRIPTION:

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH  $00^{\circ}03'47''$  WEST, 1459.33 FEET AND NORTH  $83^{\circ}26'27''$  WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH  $02^{\circ}29'02''$  WEST, 410.61 FEET; THENCE RUN NORTH  $36^{\circ}55'32''$  WEST, 282.98 FEET; THENCE RUN SOUTH  $89^{\circ}45'52''$  WEST, 101.89 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH  $89^{\circ}51'27''$  WEST, 605.05 FEET; THENCE RUN SOUTH  $89^{\circ}36'45''$  WEST, 202.10 FEET; THENCE RUN SOUTH  $89^{\circ}39'51''$  WEST, 210.15 FEET; THENCE RUN SOUTH  $89^{\circ}37'12''$  WEST, 226.55 FEET; THENCE RUN NORTH  $00^{\circ}36'00''$  EAST, 708.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 90 (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTH  $88^{\circ}55'49''$  EAST, 841.46 FEET; THENCE RUN NORTH  $89^{\circ}01'56''$  EAST, 124.50 FEET; THENCE DEPARTING THE SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 259.25 FEET, CHORD BEARS SOUTH  $06^{\circ}36'27''$  EAST AND MEASURES 258.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 406.25 FEET, CHORD BEARS SOUTH  $36^{\circ}19'46''$  EAST AND MEASURES 404.41 FEET; THENCE RUN SOUTH  $00^{\circ}31'35''$  EAST, 137.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.82 ACRES, MORE OR LESS.

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2014-**

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**ORDINANCE TO ANNEX PROPERTY CONTIGUOUS  
TO THE CORPORATE LIMITS OF THE CITY OF DAPHNE**

**Property Located on the South side of U.S. Highway 90 at Renaissance Boulevard  
George Kalasountas**

---

**WHEREAS**, on the 23<sup>rd</sup> day of September, 2014, being the owner of all real property hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama; and

**WHEREAS**, said petition did contain the signatures of all owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Daphne, Alabama; and

**WHEREAS**, after proper publication, a public hearing was held by the City Council on December 15, 2014 concerning the petition for annexation; and

**WHEREAS**, said petition has been presented to the Planning Commission of the City of Daphne at a Special Called meeting on October 30, 2014 and a favorable recommendation was approved for the City Council to consider said request for annexation and said property; and

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

**SECTION ONE: ANNEXATION**

The City Council of the City of Daphne, Alabama finds that and declares as the legislative body of the City of Daphne, Alabama that it is in the best interest of the citizens of the City of Daphne, Alabama and the citizens of the affected area, to bring the territory described in Section Two of this Ordinance into the City of Daphne, Alabama, and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, et seq., Code of Alabama, 1975; effective on publication as required by Section 11-42-21, Code of Alabama 1975, as amended.

**SECTION TWO: DESCRIPTION OF TERRITORY**

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

**DESCRIPTION:**

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM

THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 89°51'27" WEST, 605.05 FEET; THENCE RUN SOUTH 89°36'45" WEST, 202.10 FEET; THENCE RUN SOUTH 89°39'51" WEST, 210.15 FEET; THENCE RUN SOUTH 89°37'12" WEST, 226.55 FEET; THENCE RUN NORTH 00°36'00" EAST, 708.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 90 (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTH 88°55'49" EAST, 841.46 FEET; THENCE RUN NORTH 89°01'56" EAST, 124.50 FEET; THENCE DEPARTING THE SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 259.25 FEET, CHORD BEARS SOUTH 06°36'27" EAST AND MEASURES 258.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 406.25 FEET, CHORD BEARS SOUTH 36°19'46" EAST AND MEASURES 404.41 FEET; THENCE RUN SOUTH 00°31'35" EAST, 137.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.82 ACRES, MORE OR LESS.

**SECTION THREE: MAP OF PROPERTY**

The property hereby annexed into the City of Daphne, Alabama is set forth and described in Exhibit "A" and attached hereto a map of the property (*Exhibit "B"*) showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this ordinance.

**SECTION FOUR: PUBLICATION**

This Ordinance shall be published as required by Section 11-42-21 Code of Alabama 1975, as amended, and the property described herein shall be annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama as required by Section 11-42-21, Code of Alabama 1975, as amended.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

EXHIBIT "A"  
ANNEXATION APPLICATION  
PROPERTY ON SOUTH SIDE OF U.S. HWY 90 ACROSS FROM RENAISSANCE BLVD.  
DESCRIPTION OF PROPERTY TO BE ANNEXED

DESCRIPTION:

COMMENCING AT A CAPPED REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MALBIS LANE (50 FOOT RIGHT-OF-WAY), SAID POINT BEING SITUATED NORTH 00°03'47" WEST, 1459.33 FEET AND NORTH 83°26'27" WEST, 1091.70 FEET FROM THE PURPORTED SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 02°29'02" WEST, 410.61 FEET; THENCE RUN NORTH 36°55'32" WEST, 282.98 FEET; THENCE RUN SOUTH 89°45'52" WEST, 101.89 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 89°51'27" WEST, 605.05 FEET; THENCE RUN SOUTH 89°36'45" WEST, 202.10 FEET; THENCE RUN SOUTH 89°39'51" WEST, 210.15 FEET; THENCE RUN SOUTH 89°37'12" WEST, 226.55 FEET; THENCE RUN NORTH 00°36'00" EAST, 708.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 90 (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTH 88°55'49" EAST, 841.46 FEET; THENCE RUN NORTH 89°01'56" EAST, 124.50 FEET; THENCE DEPARTING THE SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 259.25 FEET, CHORD BEARS SOUTH 06°36'27" EAST AND MEASURES 258.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1233.21 FEET, AN ARC LENGTH OF 406.25 FEET, CHORD BEARS SOUTH 36°19'46" EAST AND MEASURES 404.41 FEET; THENCE RUN SOUTH 00°31'35" EAST, 137.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.82 ACRES, MORE OR LESS.



**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2014-**

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**ORDINANCE TO ANNEX PROPERTY CONTIGUOUS  
TO THE CORPORATE LIMITS OF THE CITY OF DAPHNE**

**Property Located on the South Side of U.S. Highway 90 at Renaissance Boulevard  
George Kalasountas**

---

**WHEREAS**, on the 23<sup>rd</sup> day of September, 2014, being the owner of all real property hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama; and

**WHEREAS**, said petition did contain the signatures of all owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Daphne, Alabama; and

**WHEREAS**, after proper publication, a public hearing was held by the City Council on December 15, 2014 concerning the petition for annexation; and

**WHEREAS**, said petition has been presented to the Planning Commission of the City of Daphne at a Special Called meeting on October 30, 2014 and a favorable recommendation was approved for the City Council to consider said request for annexation and said property; and

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

**SECTION ONE: ANNEXATION**

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The property hereby annexed into the City of Daphne, Alabama is set forth and described in Exhibit "A" and attached hereto a map of the property (*Exhibit "B"*) showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this ordinance.

**SECTION FOUR: PUBLICATION**

This Ordinance shall be published as required by Section 11-42-21 Code of Alabama 1975, as amended, and the property described herein shall be annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama as required by Section 11-42-21, Code of Alabama 1975, as amended.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

EXHIBIT "A"  
ANNEXATION APPLICATION  
PROPERTY ON SOUTH SIDE OF U.S. HWY 90 ACROSS FROM RENAISSANCE BLVD.  
DESCRIPTION OF PROPERTY TO BE ANNEXED

DESCRIPTION:

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PLEASE Publish in the Bulletin Legal Section on Friday  
November 21, 2014

FIRST NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on December 15, 2014 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance annexing certain property as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

Rebecca A. Hayes, City Clerk

**PROPOSED ORDINANCE:**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2014-**

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**ORDINANCE TO ANNEX PROPERTY CONTIGUOUS  
TO THE CORPORATE LIMITS OF THE CITY OF DAPHNE**

**Property Located on the South Side of U.S. Highway 90 at Renaissance Boulevard  
George Kalasountas**

**WHEREAS**, on the 23<sup>rd</sup> day of September, 2014, being the owner of all real property hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama; and

**WHEREAS**, said petition did contain the signatures of all owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Daphne, Alabama; and

**WHEREAS**, after proper publication, a public hearing was held by the City Council on December 15, 2014 concerning the petition for annexation; and

**WHEREAS**, said petition has been presented to the Planning Commission of the City of Daphne at a Special Called meeting on October 30, 2014 and a favorable recommendation was approved for the City Council to consider said request for annexation and said property; and

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

PLEASE Publish in the Bulletin Legal Section on Friday November 28, 2014

SECOND NOTICE OF PUBLIC HEARING

Notice is hereby given the second time, the first notice was given, November 21, 2014, that the City Council of the City of Daphne will hold a Public Hearing on December 15, 2014 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance annexing certain property as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

Rebecca A. Hayes, City Clerk

**PROPOSED ORDINANCE:**

**CITY OF DAPHNE, ALABAMA  
ORDINANCE 2014-**

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**ORDINANCE TO ANNEX PROPERTY CONTIGUOUS  
TO THE CORPORATE LIMITS OF THE CITY OF DAPHNE**

**Property Located on the South Side of U.S. Highway 90 at Renaissance Boulevard  
George Kalasountas**

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**WHEREAS**, said petition has been presented to the Planning Commission of the City of Daphne at a Special Called meeting on October 30, 2014 and a favorable recommendation was approved for the City Council to consider said request for annexation and said property; and

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

**END SYNOPSIS**

To: Office of the City Clerk  
From: Adrienne D. Jones,  
Director of Community Development  
Subject: Provision Investment, L.L.C.  
Annexation Recommendation  
Date: November 3, 2014

MEMORANDUM

**PRESENT ZONING:** RSF-2, Single Family Residential District, Baldwin County District 15

**PROPOSED RE-ZONING:** R-1, Low Density Single Family Residential, City of Daphne

**LOCATION:** West of the Estates of Tiawasee Subdivision and southeast of the intersection of Park Drive and Pollard Road

**RECOMMENDATION:** At the Thursday, October 30, 2014, special meeting of the Daphne Planning Commission, six members were present. After holding a public hearing, a favorable recommendation for annexation was made and carried unanimously.

Attached please find documentation from the Office of Community Development. Ordinances shall be provided by the Office of the City Attorney.

Thank you,  
ADJ/jv

cc: file

attachment(s)

1. Community Development Report
2. Petition for Annexation
3. Legal Description
4. Map of Property
5. Citizen's Opposition (Stankoski letter)
6. Draft of October 30<sup>th</sup> minutes re: Provision Investment

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY  
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY  
OF THE CITY OF DAPHNE, ALABAMA**

(Provision Investment, L.L.C.)

The undersigned corporation, PROVISION INVESTMENTS LLC, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, THE PRESERVE AT TIAWASEE, to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of the petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (**the "Property"**).

2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.

3. **Owner:** The petitioner, PROVISION INVESTMENTS LLC is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall include specifically the conditions requested below upon annexing the said property into the corporate limits of the City of Daphne.

**Requested zoning, if other than R-1:**

**Any other conditions which may apply upon annexation:**

5. Code: This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 25<sup>th</sup> day of September, 2014

Respectfully submitted,

PROVISION INVESTMENTS LLC  
Name of Corporation

By: [Signature]

Its: MANAGER

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, WANDA LACOSTE, the undersigned Notary Public in and for said county and state, hereby certify that Geoff Lane whose name as MANAGER of PROVISION INVESTMENTS LLC Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of September, 2014.

Wanda LaCoste  
NOTARY PUBLIC

My commission expires: 10-19-2016

Corporation's Address

19940 STATE HIGHWAY 181

FAIRHOPE, AL 36532

**ADDITIONAL INFORMATION**

We, the undersigned, constituting all of the owners of the described real property do hereby execute and file this written petition asking and requesting that our property be annexed into the corporate limits of the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975. Initials:   a  

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached. Initials:   a  

We certify that the property is a single or multiple parcels under single or multiple ownership. Circle appropriate response: Initials:   a  

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne. Initials:   a  

**SELECT ONE OF THE FOLLOWING OPTIONS**

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): \_\_\_\_\_, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition. Initials: \_\_\_\_\_

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential. Initials:   a  

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 26<sup>th</sup> day of September, 2014.

Legal Description Attached (Exhibit A)? YES Map or Survey Attached (Exhibit B)? YES  
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? \_\_\_\_\_ Acreage 51.33  
Subdivision Name The Preserve@Tiawassee Lot Number(s) \_\_\_\_\_

**Names and Signature of ALL property owners OR principle of corporation's designee:**

Signature: [Signature] Signature: \_\_\_\_\_  
Printed Name: GEOFF LANE Printed Name: \_\_\_\_\_  
Mailing Address: 19940 STATE HWY. 181 Mailing Address: \_\_\_\_\_  
FAIRHOPE, AL 36532

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PRESERVE AT TIAWASEE**

COMMENCE AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 25, THE ESTATES OF TIAWASEE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2408-B & C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 03 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 273.94 FEET; THENCE RUN NORTH 03 DEGREES 19 MINUTES 55 SECONDS WEST, ALONG THE WEST LINE OF LOT 24 OF SAID ESTATES OF TIAWASEE, A DISTANCE OF 304.03 FEET TO THE SOUTHWEST CORNER OF LOT 18, THE ESTATES OF TIAWASEE; THENCE RUN NORTH 03 DEGREES 21 MINUTES 17 SECONDS WEST, ALONG THE WEST MARGIN OF THE ESTATES OF TIAWASEE, A DISTANCE OF 688.64 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID THE ESTATES OF TIAWASEE, SAID POINT BEING ON THE SOUTH MARGIN OF LAKE FOREST UNIT 12, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 651-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 39 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH MARGIN OF LAKE FOREST UNIT 12, A DISTANCE OF 1758.38 FEET; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 842.22 FEET TO A POINT ON THE NORTH MARGIN OF PARK DRIVE; THENCE RUN NORTH 87 DEGREES 47 MINUTES 37 SECONDS EAST, ALONG SAID NORTH MARGIN, A DISTANCE OF 41.96 FEET TO A POINT ON THE EAST MARGIN OF POLLARD ROAD; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 02 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 403.21 FEET; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, A DISTANCE OF 1792.72 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 51.33 ACRES, MORE OR LESS, AND LIES IN SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



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The next order of business is a preliminary/final plat review for the Preserve of Tiawasee Subdivision.

An introductory presentation was given by Mr. Steve Pumphrey, representative of Preble-Rish, of a three-lot subdivision consisting of fifty-one point three-three acres located west of the Estates of Tiawasee Subdivision and southeast of Park Drive and Pollard Road.

Mr. Pumphrey stated access for the lots is an ingress/egress easement through Lot 24 of the Estates of Tiawasee Subdivision for Lot 1 & 2, and 3 to access Pollard Road. He explained that the owner is willing to provide deed restrictions as follows: no further subdivision of the land, allow no cross easements, and access for Lot 3 to access Pollard Road.

Chairman asked for Commission questions or comments and opened the floor to public participation.

Mr. Robert Stankoski, attorney for Tiawasee Trace Property Owners Association, spoke in opposition to the development. He advised that he would withdraw an objection to the subdivision and annexation conditioned upon certain deed restrictions being imposed and recorded on the plat: no further subdivision of the land, allow no cross easements, and access for Lot 3 is Pollard Road. Mr. Boucher, City Attorney, asked if the ingress/easement had been drafted. Mr. Richard Davis, attorney for Provision Investment, L.L.C., stated we have the right to impose the easement of which will be prepared and transferred at the time of conveyance of the lots. Mr. Boucher asked if Mr. Davis is proposing the conditions. Mr. Davis stated the application will include those conditions.

Chairman asked for Commission questions or comments. None were presented. He closed public participation and asked for a motion for approval.

A **Motion** was made by Mr. Scott and **Seconded** by Mr. White **to grant preliminary/final approval for the Preserve of Tiawasee Subdivision, predicated upon the addition of the deed restrictions. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is a petition for annexation review for Provision Investments, L.L.C.

Chairman asked for Commission questions or comments and a motion for a recommendation for annexation.

A Motion was made by Mr. Scott and **Seconded** by Mr. Sandefur *of an affirmative recommendation by the Planning Commission to the City Council of the annexation of a fifty-one point three-three acre parcel into the City of Daphne located west of the Estates of Tiawasee Subdivision and southeast of the intersection of Park Drive and Pollard Road with R-1, Low Density Single Family, zoning, for Provision Investments, L.L.C. There was no discussion on the motion. The Motion carried unanimously.*

The next order of business is a pre-zoning amendment for George Kalasountas.

An introductory presentation was given by Mr. Daryl Russell, representative of Coleman Engineering Group of McCrory & Williams.

Chairman stated we acted on the replat of the interior property lot lines at the last meeting and asked for Commission questions or comments.

Mr. Sandefur asked for the purpose of the business zone. Mr. Russell stated there is not a specific use. Mr. Scott stated he did not believe in speculative zoning without a plan and he would prefer that the zoning requested is business zone of less intensity.

Chief White asked what safeguards have been put in place to protect the church and the cemetery. Mr. Russell stated there will be a buffer between the development and the church.

Mr. Montgomery asked has this applicant applied for rezoning in the County. Mr. Russell stated no. Ms. Jones stated his application was for conditional use of the property, but it was denied.

Chairman opened the floor to public participation.

Mrs. Felicia McAllister, 9595 Malbis Lane, spoke in opposition and asked for the denial of the request. She commented on the removal of trees which served as a buffer, a sound barrier, and provided privacy; flooding, and the use of his property for soccer practice which is prohibited by Baldwin County.

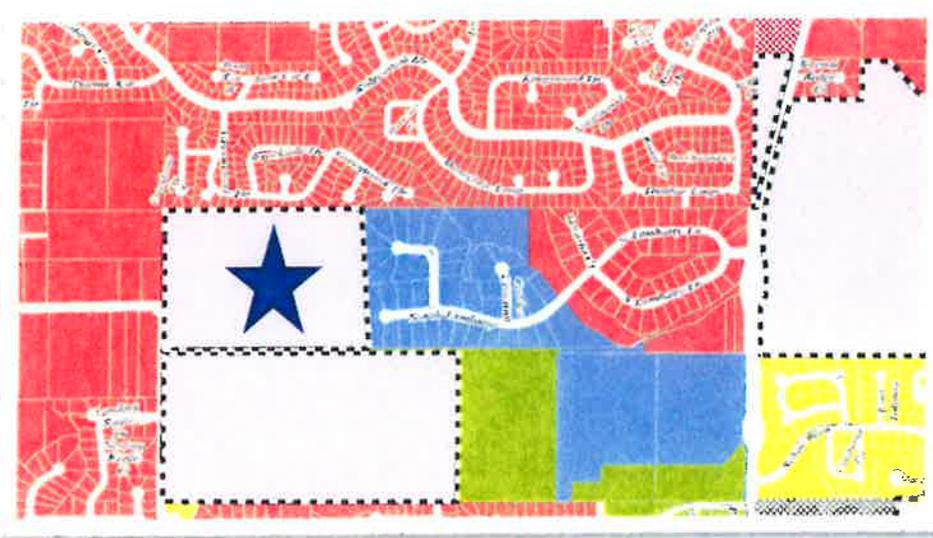
Ms. Gertrude Malbis, 9655 Malbis Lane, mentioned that the neighborhood now consists of elderly residents and the transients in the proposed development would not be safe.

Ms. Leeann Lanham, 29240 Vlahos Lane, spoke in opposition and stated that she strongly opposed the request. She mentioned: the congestion of low density development, the adverse effect on the adjacent property, and preservation of the historic value of the property. The request is premature without a development plan.

# PLANNING COMMISSION:

## ANNEXATION REQUEST BY PROVISION INVESTMENTS, LLC.

### THE PRESERVE AT TIAWASEE SUBDIVISION



**COMMUNITY DEVELOPMENT  
ANNEXATION REQUEST**

**Annexation of the Preserve at Tiawasee  
Located east of the intersection of Park Drive & Pollard Road  
(Provision Investments, LLC)  
51.33 acres**

**EXCERPT FROM ARTICLE 23-1 PROCEDURE [FOR ANNEXATION REQUESTS]**

The application shall be reviewed by the Planning Commission at its next regular meeting and said Commission shall have thirty (30) calendar days from said regular meeting within which to submit a recommendation to the City Council. If the Commission fails to submit a recommendation to the City Council within the thirty (30) calendar day period, it shall be deemed to have approved the proposed amendment... Before enacting any amendment to this Ordinance, a public hearing thereon shall be held by the City Council with proper notice as required by law. Said public hearing shall be held at the earliest possible time to consider the proposed annexation, and the Council shall take action on said proposed annexation within forty-five (45) calendar days from the date of the public hearing except in the case where the tentative action is not in accordance with the Planning Commission's certified recommendation.

**23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND**

Any land annexed to the City of Daphne hereafter shall be classified as an **R-1, Low Density Single Family Residential District** unless otherwise recommended by the Planning Commission through the zoning amendment procedure provide in *Article 22-1, Zoning Amendment Procedures*. In such case, City Council may consider, after due process of publication and hearing as required by law, specific applications to zone newly annexed land into one or more existing or proposed new zoning classifications recommended by the Planning Commission. Multiple zoning requests for a single parcel shall be subject to the *Article 17, Subdivision Regulations and/or the Article 30, Planned Unit Development* regulations as applicable.

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## **REQUEST**

The applicant has submitted a petition to annex 51.33 acres of land into the corporate limits of Daphne with R-1, Low Density Single Family Residential Zoning. An application to create a 3-lot subdivision has been submitted to the Planning Commission for review. Plat approval is contingent upon annexation.

## **RECOMMENDATION**

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. R-1 zoning is consistent with the zoning of the Estates of Tiawasee which is located immediately east of the subject property. **Staff recommends approval of the request to annex this land into the City of Daphne.**

**STANKOSKI, LLP**

**ATTORNEYS AND COUNSELORS**

**8335 GAYFER ROAD EXTENSION  
POST OFFICE BOX 529  
FAIRHOPE, ALABAMA 36533**

**J. CLARK STANKOSKI  
D. ROBERT STANKOSKI, JR.  
JOSHUA P. MYRICK  
ROBERT K. NICHOLS, III**

**TELEPHONE: 251-928-0123  
FACSIMILE: 251-929-1000  
WWW.STANKOSKILLP.COM**

**October 23, 2014**

**Adrienne D. Jones – Director  
City of Daphne Department of Community Development  
Daphne City Hall  
1705 Main Street  
Daphne, Alabama 36526**

**Re: Tiawasee Trace Property Owner's Association, Inc.**

**Via Electronic Mail: [cdirector@daphneal.com](mailto:cdirector@daphneal.com)**

**Dear Ms. Jones:**

**Attached to this letter, please find a written correspondence addressed to the members of the City of Daphne Planning and Zoning Commission.**

**I would appreciate your circulating the attached letter to the following Commission members: Mr. Larry Chason, Mr. James White, Mr. Ron Scott, Mr. Charles Smith, Mr. Dan Gibson, Mr. Don Terry, and/or other personnel who needs to review the attached letter prior to the meeting on Thursday, October 23, 2014.**

**Thank you for your prompt attention.**

**Sincerely,**

***D. Robert Stankoski, Jr.***

***(electronic signature for email purposes)***

**D. Robert Stankoski, Jr.  
Attorney At Law**

**DRSjr/cws**

**Enclosure**

**cc: Tiawasee Trace Property Owners Association, Inc. (w/ enclosure)**

**STANKOSKI, LLP**

**ATTORNEYS AND COUNSELORS**

**8335 GAYFER ROAD EXTENSION  
POST OFFICE BOX 529  
FAIRHOPE, ALABAMA 36533**

**J. CLARK STANKOSKI  
D. ROBERT STANKOSKI, JR.  
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**TELEPHONE: 251-928-0123  
FACSIMILE: 251-929-1000  
WWW.STANKOSKILLP.COM**

**October 23, 2014**

**City of Daphne Planning Commission  
1705 Main Street  
Daphne, Alabama 36526**

**Re: Tiawasee Trace Property Owner's Association, Inc.**

**Dear Commission Members:**

**As you know, I currently represent the Tiawasee Trace Property Owners Association, Inc. (hereinafter referred to as the "Trace") in that certain law suit styled as *Tiawasee Trace Property Owner's Association, Inc. v. City of Daphne, CV-2013-900846*. The subject matter of the litigation concerned the approval by the City of Daphne Planning Commission of a subdivision known as the Retreat at Tiawasee (hereinafter referred to as the "Retreat") immediately south of the Estates of Tiawasee (hereinafter referred to as the "Estates").**

**My client recently learned of an application for subdivision approval for a new project known as the Preserve at Tiawasee (hereinafter referred to as the "Preserve"). Based upon the same objection as to the approval of the Retreat, my client is now objecting the approval of the Preserve. At the time the Estates were developed, the master plat showed no further outgoing connections with any neighboring developments or parcels of real estate. The Preserve is now attempting to utilize the infrastructure of the Estates and the Trace for its subdivision.**

**This is the second occasion in which the developers of the Estates have employed documents filed in the Baldwin County Probate Court to change material characteristics of a subdivision's master plat previously approved by the City of Daphne Planning Commission. My client believes that such a document violates the City of Daphne Land Use and Development Ordinance as well as Alabama statutory law governing subdivision regulations.**

**My client additionally points out that the Preserve could easily access Pollard Road providing another access which would not overburden the existing infrastructure.**

My client finally objects to the approval based upon the fact such an approval directly violates the City of Daphne Comprehensive Plan. To allow this subdivision to be approved again creates traffic issues for the Trace, establishes an adverse precedent, is not proper planning by the City of Daphne, and alters the very fabric of the purpose of subdivisions and the public's reliance upon documents approved by the City of Daphne.

As always, I appreciate your consideration and my client would request disapproval of the project.

Sincerely,

*D. Robert Stankoski, Jr.*

*(electronic signature for email purposes)*

D. Robert Stankoski, Jr.  
Attorney At Law

DRSjr/cws

cc: Tiawasee Trace Property Owners Association, Inc.

**ORDINANCE NO. 2014-**

**FOR THE ANNEXATION OF CERTAIN PROPERTY TO THE CORPORATE  
LIMITS  
OF THE MUNICIPALITY OF THE CITY OF DAPHNE, ALABAMA**

**Property located West of the Estates of Tiawasee Subdivision and Southeast of the  
Intersection of Park Drive and Pollard Road  
Provision Investment, L.L.C.**

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

**WHEREAS**, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

**WHEREAS**, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

**WHEREAS**, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

**WHEREAS**, said petition has been presented to the Planning Commission of the City of Daphne at a Special Called meeting on October 30, 2014 and unanimous favorable recommendation was approved for the City Council to consider said request for annexation and said property shall be zoned R-1, Low Density Single Family Residential District; and,

**WHEREAS**, after proper publication, a public hearing was held by the City Council on December 15, 2014 concerning the petition for annexation; and,

**WHEREAS**, the City Council of the City of Daphne, Alabama has determined that it is in the best interest of said City that the property described in Section 2 hereof be annexed to the corporate limits of the City of Daphne, and that all the requirements of Sections 11-42-21 through 11-42-24, Code of Alabama, 1975, as amended have been complied with by said Petitioner.

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

**LEGAL DESCRIPTION:**

COMMENCE AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 25, THE ESTATES OF TIAWASEE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2408-B & C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 03 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 273.94

FEET; THENCE RUN NORTH 03 DEGREES 19 MINUTES 55 SECONDS WEST, ALONG THE WEST LINE OF LOT 24 OF SAID ESTATES OF TIAWASEE, A DISTANCE OF 304.03 FEET TO THE SOUTHWEST CORNER OF LOT 18, THE ESTATES OF TIAWASEE; THENCE RUN NORTH 03 DEGREES 21 MINUTES 17 SECONDS WEST, ALONG THE WEST MARGIN OF THE ESTATES OF TIAWASEE, A DISTANCE OF 688.64 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID THE ESTATES OF TIAWASEE, SAID POINT BEING ON THE SOUTH MARGIN OF LAKE FOREST UNIT 12, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 651-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 39 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH MARGIN OF LAKE FOREST UNIT 12, A DISTANCE OF 1758.38 FEET; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 842.22 FEET TO A POINT ON THE NORTH MARGIN OF PARK DRIVE; THENCE RUN NORTH 87 DEGREES 47 MINUTES 37 SECONDS EAST, ALONG SAID NORTH MARGIN, A DISTANCE OF 41.96 FEET TO A POINT ON THE EAST MARGIN OF POLLARD ROAD; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 02 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 403.21 FEET; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, A DISTANCE OF 1792.72 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 51.33 ACRES, MORE OR LESS, AND LIES IN SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

**SECTION 1: CONSENT TO ANNEXATION.** The City Council of the City of Daphne, Alabama does by this Ordinance assent to the annexation of the property described in Section 2 of this Ordinance to the corporate limits of the City of Daphne, Alabama, and does by the adoption of this Ordinance, extend and rearrange said corporate limits to embrace and include such property.

**SECTION 2: THE PROPERTY.** That property requested to be annexed into the City of Daphne is described in Exhibit "A", attached hereto and made a part of this Ordinance as if fully set out herein.

**SECTION 3: MAP OF PROPERTY.** The property hereby annexed to the City of Daphne, Alabama, is set forth and described in Exhibit "B" and attached hereto a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this Ordinance.

**SECTION 4: PUBLICATION.** This Ordinance shall be published as required by Section 11-42-21, Code of Alabama, 1975, as amended, and the property described herein shall be annexed to the corporate limits of the City of Daphne, Alabama, upon such publication.

**SECTION 5: PROBATE COURT.** A description of the property described in this Ordinance shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Section 11-42-21, Code of Alabama, 1975, as amended.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
DAPHNE, ALABAMA on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Dane Haygood,**  
**Mayor**

ATTEST:

\_\_\_\_\_  
**Rebecca A. Hayes,**  
**City Clerk**

**“EXHIBIT A”**

**LEGAL DESCRIPTION OF THE PRESERVE AT TIAWASEE**

COMMENCE AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 25, THE ESTATES OF TIAWASEE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2408-B & C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 03 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 273.94 FEET; THENCE RUN NORTH 03 DEGREES 19 MINUTES 55 SECONDS WEST, ALONG THE WEST LINE OF LOT 24 OF SAID ESTATES OF TIAWASEE, A DISTANCE OF 304.03 FEET TO THE SOUTHWEST CORNER OF LOT 18, THE ESTATES OF TIAWASEE; THENCE RUN NORTH 03 DEGREES 21 MINUTES 17 SECONDS WEST, ALONG THE WEST MARGIN OF THE ESTATES OF TIAWASEE, A DISTANCE OF 688.64 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID THE ESTATES OF TIAWASEE, SAID POINT BEING ON THE SOUTH MARGIN OF LAKE FOREST UNIT 12, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 651-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 39 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH MARGIN OF LAKE FOREST UNIT 12, A DISTANCE OF 1758.38 FEET; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 842.22 FEET TO A POINT ON THE NORTH MARGIN OF PARK DRIVE; THENCE RUN NORTH 87 DEGREES 47 MINUTES 37 SECONDS EAST, ALONG SAID NORTH MARGIN, A DISTANCE OF 41.96 FEET TO A POINT ON THE EAST MARGIN OF POLLARD ROAD; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 02 SECONDS WEST, ALONG SAID EAST MARGIN, A DISTANCE OF 403.21 FEET; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, A DISTANCE OF 1792.72 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 51.33 ACRES, MORE OR LESS, AND LIES IN SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



PLEASE Publish in the Bulletin Legal Section on Friday  
November 21, 2014

FIRST NOTICE OF PUBLIC HEARING

Notice is hereby given the first time that the City Council of the City of Daphne will hold a Public Hearing on December 15, 2014 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance annexing certain property as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

Rebecca A. Hayes, City Clerk

**PROPOSED ORDINANCE:**

**ORDINANCE NO. 2014-**

**FOR THE ANNEXATION OF CERTAIN PROPERTY TO THE CORPORATE  
LIMITS  
OF THE MUNICIPALITY OF THE CITY OF DAPHNE, ALABAMA**

Property located West of the Estates of Tiawasee Subdivision and Southeast of the Intersection of  
Park Drive and Pollard Road  
Provision Investment, L.L.C.

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

**WHEREAS**, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

**WHEREAS**, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

**WHEREAS**, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

**WHEREAS**, said petition has been presented to the Planning Commission of the City of Daphne at a Special Called meeting on October 30, 2014 and unanimous favorable

PLEASE Publish in the Bulletin Legal Section on Friday November 28, 2014

SECOND NOTICE OF PUBLIC HEARING

Notice is hereby given the second time, the first notice was given, November 21, 2014, that the City Council of the City of Daphne will hold a Public Hearing on December 15, 2014 at 6:30 pm in the Council Chambers at City Hall, 1705 Main Street, Daphne, Alabama. The public is welcome to attend and offer comments opposing or favoring a proposed Ordinance annexing certain property as presented below. Any person with an American's with Disabilities Act disability must contact the City Clerk's office ten days prior to the Public Hearing, in order for accommodations to be made.

Rebecca A. Hayes, City Clerk

**PROPOSED ORDINANCE:**

**ORDINANCE NO. 2014-**

**FOR THE ANNEXATION OF CERTAIN PROPERTY TO THE CORPORATE  
LIMITS  
OF THE MUNICIPALITY OF THE CITY OF DAPHNE, ALABAMA**

Property located West of the Estates of Tiawasee Subdivision and Southeast of the Intersection of Park Drive and Pollard Road  
Provision Investment, L.L.C.

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

**WHEREAS**, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

**WHEREAS**, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

**WHEREAS**, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

**WHEREAS**, said petition has been presented to the Planning Commission of the City of Daphne at a Special Called meeting on October 30, 2014 and unanimous favorable recommendation was approved for the City Council to consider said request for annexation and said property shall be zoned R-1, Low

# Main Street Cigar Lounge

CASE NO. 2014-6

## ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV. 10-30-14 (initial) aa  
 DATE FORWARDED TO POLICE DEPT. 10-30-14 aa  
 DATE RECEIVED BY POLICE DEPT. 11-3-14 RH  
 DATE: APPROVED  DISAPPROVED   
 POLICE DEPT SIGNATURE [Signature]  
 DATE RETURNED TO REVENUE DIV. 11-3-14 RH  
 DATE FORWARDED TO CITY CLERK 11-3-14 aa  
 DATE RECEIVED BY CITY CLERK 11-04-14 RH  
 SCHEDULED DATE ON AGENDA 11-17-14 RH

Council Action:  APPROVED  DISAPPROVED  TABLED

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

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

Council Action:  APPROVED  DISAPPROVED  TABLED

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

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

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

*New owner of DeCuba  
 Please fax back to Revenue @ 621-6904*



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20141030101800303**

**Type License:** 040 - RETAIL BEER (ON OR OFF PREMISES)    **State:**    **County:**  
**Type License:** 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)    **State:**    **County:**  
**Trade Name:** MAIN STREET CIGAR LOUNGE    **Filing Fee:**  
**Applicant:** MAIN STREET CIGAR LOUNGE LLC    **Transfer Fee:** \$100.00  
**Location Address:** 1714 MAIN STREET    DAPHNE, AL 36526  
**Mailing Address:** 1714 MAIN STREET    DAPHNE, AL 36526  
**County:** BALDWIN    **Tobacco sales:** YES    **Tobacco Vending Machines:** 0  
**Type Ownership:** LLC

**Book, Page, or Document info:** BOOK LR201416 PAGE 29148

**Date Incorporated:** 10/06/2014    **State incorporated:** AL    **County Incorporated:** BALDWIN

**Date of Authority:** 10/06/2014    **Alabama State Sales Tax ID:** R008949346

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

MICHAEL THOMAS SIDELKO 8694838 - AL	MEMBER	11/17/1964 DETROIT, MI	8258 PECAN CT DAPHNE, AL 36526
MARK D MOSQUEDA 19138131 - TX	MEMBER	05/28/1968 DALLAS, TX	3809 MANOR DR WACO, TX 76706
KARL PHILLIP GEISENDORFF G253-515-50-203-0 - FL	MEMBER	06/03/1950 LAFAYETTE, LA	2211 TRAILWOOD DR ORANGE PARK, FL 32003

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

**Contact Person:** MICHAEL SIDELKO

**Business Phone:** 251-517-4968

**Fax:**

**Home Phone:** 734-626-2722

**Cell Phone:** 734-626-2722

**E-mail:** SIDELKOJM@YAHOO.COMMSM

**PREVIOUS LICENSE INFORMATION:**

**Trade Name:** DE CUBA

**Applicant:** HELEN HINTERLONG BEISEL

November 17, 2014 Council Meeting

**Previous License Number(s)**

**License 1:** 040-001837802-510

**License 2:** 060-001837802-510



**STATE OF ALABAMA  
ALCOHOLIC BEVERAGE CONTROL BOARD  
ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20141030101800303**

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**  
 Name of Property owner/lessor and phone number: **SANDBANK LLC 251-476-0700**  
 What is lessors primary business? **REAL ESTATE**  
 Is lessor involved in any way with the alcoholic beverage business? **NO**  
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**  
 Is the business used to habitually and principally provide food to the public? **NO**  
 Does the establishment have restroom facilities? **YES**  
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**  
 Building Dimensions Square Footage: **740** Display Square Footage:  
 Building seating capacity: **16** Does Licensed premises include a patio area? **YES**  
 License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**  
 Number of licenses in the vicinity: **4** Nearest: **.5**  
 Nearest school: **4 blocks** Nearest church: **4 blocks** Nearest residence: **1 blocks**  
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

<b>Name:</b>	<b>Violation &amp; Date:</b>	<b>Arresting Agency:</b>	<b>Disposition:</b>



# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20141030101800303**

**Initial each**

**Signature page**



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



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



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



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



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



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



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



The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

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



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

Applicant Name (print): *MICHAEL T. SIDELKO*

Signature of Applicant: 

Notary Name (print): Betty G. Dean

Notary Signature: *Betty G. Dean* Commission expires: 01/10/2015

**Application Taken: 10/30/2014 App. Inv. Completed:**

**Forwarded to District Office:**

**Submitted to Local Government:**

**Received from Local Government:**

**Received in District Office:**

**Reviewed by Supervisor:**

**Forwarded to Central Office:**



Receipt Confirmation Page

Receipt Confirmation Number: **20141030101800303**  
Application Payment Confirmation Number: 12134366

Payment Summary	
Payment Item	Fee
Transfer Fee for License 040 and License 060	\$100.00
<b>Total Amount to be Charged</b>	<b>\$100.00</b>

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)  
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

License County: BALDWIN

Business Type: LLC

Trade Name: **MAIN STREET CIGAR LOUNGE**

Applicant Name: **MAIN STREET CIGAR LOUNGE LLC**

Location Address: 1714 MAIN STREET  
DAPHNE, AL 36526

Mailing Address: 1714 MAIN STREET  
DAPHNE, AL 36526

Contact Person: MICHAEL SIDELKO

Contact Home Phone: 734-626-2722

Contact Business Phone: 251-517-4968

Contact Fax:

Contact Cell Phone: 734-626-2722

Contact Email Address:

Contact Web Address:

**CITY OF DAPHNE  
RESOLUTION 2014-55**

**Acceptance of Streets and Drainage  
Located in Brookhaven Subdivision, Unit Two, Part B**

**Whereas**, the City Council of the City of Daphne, Alabama has received notice that the Planning Commission of Daphne has given Final Plat approval to Brookhaven Subdivision, Unit Two, Part B on October 23, 2014, and the City of Daphne hereby recommends acceptance of said street(s) located in Brookhaven Subdivision, Unit Two, Part B; and,

**Whereas**, an inspection was made by the Director of Community Development, and all reports, as well as, all other related documents have been provided stating that said streets and storm water drainage have been installed in conformity with city standards; and,

**Whereas**, an inspection was made by the Director of the Division of Public Works, and said director has recommended acceptance said streets and storm water drainage of Brookhaven Subdivision, Unit Two, Part B; and,

**Whereas**, Daphne Utilities has accepted the utilities of Brookhaven Subdivision, Unit Two, Part B; and,

**Whereas**, the developer has provided to the City a two-year maintenance bond in the amount of \$113,015.20 as required and now requests acceptance and dedication of the same for maintenance of said improvements as outlined in Article XVII, entitled the Procedures for Subdivision Review of the City of Daphne Land Use and Development Ordinance; and,

**Whereas**, the developer has caused the plat to be recorded on slide 0002519-F of the records in the Baldwin County Judge of Probate Office; and,

**Whereas**, the City Council of the City of Daphne believes it is in the best interest of the citizens of the City for the City to accept said right-of-way; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS**, that Brookhaven Subdivision, Unit Two, Part B streets named Gramercy Lane (388.17 linear feet) a 50-ft right of way; Riverton Court (105 linear feet) a 50-ft right of way; and, Bainbridge Drive (633.74 linear feet) a 50-ft right of way according to the plat presented by Preble-Rish, LLC as recorded in the Office of the Judge of Probate, Baldwin County, Alabama, are hereby accepted by the City of Daphne, Alabama as city streets for maintenance.

**ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

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

\_\_\_\_\_  
**DANE HAYGOOD,  
MAYOR**

**ATTEST:**

\_\_\_\_\_  
**REBECCA HAYES,  
CITY CLERK**

To: Office of the City Clerk  
From: Adrienne D. Jones, *ADJ*  
Director of Community Development  
Subject: Brookhaven Subdivision, Unit Two, Part B  
Acceptance of Roads and Rights-of-Ways  
Date: November 3, 2014

## MEMORANDUM

**LOCATION:** Northwest of the intersection of Whispering Pines and County Road 13

**RECOMMENDATION:** At the October 23, 2014, regular meeting of the City of Daphne Planning Commission, five members were present. The motion carried unanimously for a ***favorable recommendation*** for the acceptance of Gramercy Lane, Riverton Court, and Bainbridge Drive as a city street(s) for maintenance.

Attached please find said documentation for placement on the Monday, November 17, 2014 City Council agenda.

Thank you,  
ADJ/jv

cc: file  
Richard Johnson, Public Works Director

attachment(s)

1. Resolution
2. Correspondence from project engineer requesting acceptance
3. Record plat of Brookhaven Subdivision, Unit Two, Part B
4. Petition of Acceptance of Roads and Rights-of-Ways
5. Copy of Maintenance Bond

September 24, 2014

Mrs. Adrienne Jones  
Planning Director, City of Daphne  
P.O. Box 400  
Daphne, Alabama 36526

**RE: BROOKHAVEN UNIT 2 PART B**

Dear Mrs. Jones:

I, Jason Estes, a professional engineer registered in the State of Alabama, Registration Number 22714, do hereby certify that the streets for Brookhaven Unit 2 Part B have been constructed under my supervision in accordance with the approved construction plans.

I further certify I have checked all test reports and that all construction materials have been installed in accordance with the typical sections, profiles, and plan details and meet minimum requirements as set out in the State of Alabama Highway Department's Standard Specifications for Highway Construction, latest edition and current revisions.

Therefore, I hereby request that the City of Daphne accept the streets for Brookhaven Unit 2 Part B.

Sincerely,



JASON N. ESTES, P.E.  
Project Engineer



**CITY OF DAPHNE  
PETITION FOR ACCEPTANCE  
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

**SUBDIVISION NAME:** BROOKHAVEN, UNIT 2, PART B

**LOCATION:** Southwest of the intersection  
of Whispering Pines + County Road 13

**THIS PETITION FOR ACCEPTANCE OF ROADS AND/OR RIGHTS-OF-WAY** is made this 22<sup>ND</sup> day of September, 2014 by Feliciter Investment Group, LLC hereinafter called "the subdivider," owner of certain property located in the City of Daphne, Alabama known as Brookhaven, Unit 2, Part B to be recorded in the office of the Judge of Probate of Baldwin County, Alabama; and,

**WHEREAS**, the subdivider has agreed to the dedication of the roads and rights-of-way located in said subdivision to the City of Daphne, and further warrants that said roads and rights-of-way are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled Procedures for Subdivision Review, and Article XI, Minimum Requirements and Required Improvements for Subdivisions and Commercial Site Developments. The subdivider further warrants that the same are free from defects from any cause and are free and clear of any liens and encumbrances; and,

**WHEREAS**, a bond is required by the City as a condition of the acceptance of any new roads or rights-of-way as outlined in Article XVII in an amount equal to ~~ten percent (10%)~~ <sup>twenty percent (20%)</sup> of all street and drainage improvements in the subdivision as a warranty for such improvements to last for a period of two (2) years after the date of dedication and upon acceptance by the City Council, the subdivider has provided a \$ 113,015.20 maintenance bond; and,

**WHEREAS**, the project engineer, Jason Estes, PE, acting on behalf of the subdivider does hereby certify that all roads and rights-of-ways are complete and are in compliance with the minimum standards for construction as outlined in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled, Procedures for Subdivision Review, and Article XI, Minimum Requirements and Required Improvements for Subdivisions and Commercial Site Developments, and further warrants that the same are free

**CITY OF DAPHNE  
PETITION FOR ACCEPTANCE  
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

from defects from any cause; and,

**NOW, THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the subdivider does hereby dedicate the roads and rights-of-way in said subdivision to the City of Daphne, a municipal corporation, as per the favorable recommendation of the City of Daphne Planning Commission voted upon at its meeting held on October 23, 2014. Said subdivision according the plat recorded in the Judge of Probate, Baldwin County, Alabama and said streets being named as follows:

<u>Name of Right of Way/</u>	<u>Length (linear feet)/</u>	<u>Width (feet)</u>
<u>Bramercy Lane</u>	<u>388.17'</u>	<u>50'</u>
<u>Riverton Court</u>	<u>105.0'</u>	<u>50'</u>
<u>Bainbridge Drive</u>	<u>633.74'</u>	<u>50'</u>

**Are each hereby dedicated to the City of Daphne, Alabama as a city street.**

**CITY OF DAPHNE  
PETITION FOR ACCEPTANCE  
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

IN WITNESS WHEREOF, the subdivider has caused the execution of this dedication as of the date set forth above.

Respectfully submitted,

[Signature], Feliciter Investment Group, LLC  
Name of Individual or Corporation (Printed)

By: Nathan L. Cox, Manager  
(Print Legibly and Sign)

Its: Manager  
(Print Legibly)

**STATE OF ALABAMA)  
COUNTY OF BALDWIN)**

I, the undersigned Notary Public in and for said State and County, hereby certify that Nathan Cox whose name as Manager of Feliciter Investment Group, LLC an Alabama corporation or as owner of Brookhaven, Unit 2 Part B is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer or owner and with full authority, executed the same voluntarily on the day same bears date.

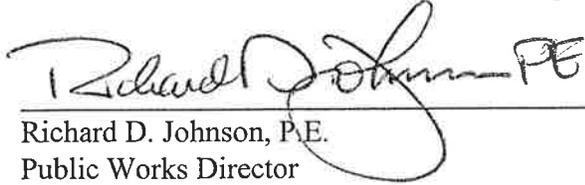
Given under my hand and official seal on this the 22<sup>nd</sup> day of Sept., 2014.

Kathryn McAleer Huey (NOTARY SEAL)  
NOTARY PUBLIC  
My commission expires: May 16, 2018



**CITY OF DAPHNE  
PETITION FOR ACCEPTANCE  
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

Favorable recommendation on behalf of Daphne Public Works:



---

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

Favorable recommendation on behalf of Daphne Planning Commission:



---

Larry Chason  
Planning Commission Chairman  
City of Daphne

HARTFORD FIRE INSURANCE COMPANY  
Surety's Name

**MAINTENANCE BOND**

Bond No. 21BCSGS7012

KNOW ALL MEN BY THESE PRESENT, That we, Summit Industries, LLC,  
Principal's Name  
P. O. Box 1040, Magnolia Springs, AL 36555, hereinafter called Principal, and  
Principal's Address  
HARTFORD FIRE INSURANCE COMPANY, Hartford Plaza, Hartford, Connecticut 06115,  
Surety's Name Surety's Address  
hereinafter called Surety, are held and firmly bound unto City of Daphne,  
Obligee's Name  
P. O. Box 400, Daphne, AL 36526, hereinafter called Obligee, in  
Obligee's Address  
the full and just sum of fifty six thousand five hundred seven and 60/100----- Dollars  
(\$ 56,507.60), lawful money of the United States, for the payment of which we bind ourselves, our  
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Obligee has entered into a certain agreement with Feliciter Investments, LLC  
Owner's Name  
a portion of which requires a 2 year(s) maintenance bond covering workmanship and materials for the  
List of Improvements covered, hereinafter called Improvements, at Roads, Drainage & Sewer, Brookhaven,  
Project Name  
Phase 2B, Daphne, Alabama, which Improvements have been or are about  
Project Address  
to be completed and accepted.

NOW, THEREFORE, if said Improvements shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of 2 year(s) from the date of acceptance of said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 1st day of October, 2014.

Lisa Heard  
Witness as to Principal

Carline Stout  
Witness as to Surety

Summit Industries, LLC  
Principal's Name

By: [Signature]

HARTFORD FIRE INSURANCE COMPANY  
Surety's Name

By: J. William Goodloe III, Attorney in Fact

## RESOLUTION NO. 2014-56

### AGREEMENT-DAPHNE VOLUNTEER FIREFIGHTERS ASSOC, INC.

**WHEREAS**, the Mayor and the City Council of the City of Daphne recognize the importance of the Daphne Volunteer Firefighters Association, Inc. ("Volunteers") in rendering fire fighting services in the City of Daphne; and

**WHEREAS**, from time to time, the Volunteers and City have cooperated in the purchase and acquisition of firefighting equipment and facilities; and

**WHEREAS**, the City of Daphne recognizes the mutual public safety benefit of such cooperation; and

**WHEREAS**, the City of Daphne wishes to continue to cooperate with the Volunteers in the acquisition of an Aerial Ladder Truck through a Lease Purchase agreement; and

**WHEREAS**, monies were appropriated in Ordinance 2014-46 for the Lease Purchase of the Aerial Ladder Truck estimated cost \$775,000 with the Volunteer Fire Department reimbursing \$450,000 of this cost.

**NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE**, hereby

1) agree to loan, not to exceed \$450,000, over a period of time not to exceed six years to the Daphne Volunteer Firefighters Association for the purchase of an Aerial Ladder Truck, AND

2) the Daphne Volunteer Firefighters Association, Inc agree to pay a minimum of \$75,000 a year, AND

3) the Agreement between the City of Daphne and the Daphne Volunteer Firefighters Association, Inc as attached hereto and made a part hereof, is hereby approved and the Mayor is hereby authorized to enter into such Agreement.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014**

\_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

**AGREEMENT-DAPHNE VOLUNTEER FIREFIGHTERS ASSN., INC.  
AND  
CITY OF DAPHNE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the DAPHNE VOLUNTEER FIREFIGHTERS ASSN., INC., hereinafter referred to as the "Volunteers", and THE CITY OF DAPHNE, hereinafter referred to as the "City".

WHEREAS, the Daphne Volunteer Firefighters Assn., Inc. has determined that an Aerial Ladder Truck is necessary in order to continue to meet the increasing fire protection needs of the City; and

WHEREAS, the City agrees to solicit bids, as required, for the Aerial Ladder Truck on behalf of the Volunteers.

NOW, THEREFORE, the Agreement between the Volunteers and the City is set forth as follows:

1. The City shall enter into this agreement for a loan for the purchase of an Aerial Ladder truck.
2. The full cost of the Aerial Ladder truck is estimated to be \$775,000 and the City shall provide the additional funds required for the purchase greater than the \$ 450,000 loan for such purposes as approved in Ordinance#2014-46 for FY2015 Capital Equipment Budget purchases.
3. The City shall follow state bid law such purposes with reimbursements to be made by the Volunteers to the City with an annual payment to be made in the amount of \$75,000 over the next six years or less if additional monies are paid annually.
4. It is understood and agreed upon by the City and the Volunteers that the Aerial Ladder Truck will be the property of the City upon purchase.
5. The City will provide, and include in its annual insurance policy, insurance coverage for the Aerial Ladder Truck.
6. It is further understood and agreed upon by the City and the Volunteers that this is a binding legal agreement.

Agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**DAPHNE VOLUNTEER FIREFIGHTERS ASSN., INC.**

**BY:**

\_\_\_\_\_  
Melvin McCarley, Chief

\_\_\_\_\_  
Tom Walker , Treasurer

**ATTEST:**

\_\_\_\_\_  
Secretary

**CITY OF DAPHNE, ALABAMA**

**BY:** \_\_\_\_\_  
Dane Haygood, Mayor

**ATTEST:**

\_\_\_\_\_  
Rebecca A. Hayes, City Clerk

**ORDINANCE 2014-53**

**Appropriating Funds: Part-Time Events Assistant  
OR  
Additional Overtime and Temporary Services**

**OPTION 1 - Part-Time Civic Center Events Assistant**

**OPTION 2 – (only if Option 1 is not approved) Additional Overtime and Temporary Services appropriation**

**WHEREAS**, Ordinance 2014-44 approved and adopted the Fiscal Year 2015 Budget on September 23, 2014 which funded the position of the Civic Center Director; and

**WHEREAS**, Ordinance 2014-50 reclassified the Civic Center Director to the Convention/Visitor’s Bureau Civic Center Director on November 3, 2014; and

**WHEREAS**, the Convention/Visitor’s Bureau Civic Center Director has additional responsibilities related to tourism and will be traveling to conventions as a result creating the need to have additional help at the Civic Center in the Director’s absence; and

**WHEREAS**, the Convention/Visitor’s Bureau Civic Center Director has presented two options to the City Council that will meet those additional needs; and

- **OPTION 1** – to approve the position of a Part-Time Event Assistant (25 hours per week) for the Civic Center and appropriate \$18,463 (\$15,845 wages & \$2,618 benefits) from the general fund

**OR**

- **OPTION 2 (only if Option 1 is not approved)** – to approve and appropriate \$13,000 from the general fund in Overtime (\$1,000) and Temporary Services (\$12,000) to the Civic Center

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

- **OPTION \_\_\_\_\_**

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

## ORDINANCE 2014-54

### A ORDINANCE OF THE DAPHNE CITY COUNCIL TO CONTRIBUTE TO THE TWENTY PERCENT (20%) LOCAL MATCH REQUIREMENT FUNDING A TRAFFIC SIGNAL SYSTEM TECHNOLOGY ENHANCEMENTS STUDY FOR CORRIDORS SERVICING THE EASTERN SHORE

**WHEREAS**, Ordinance 2014-44 approved and adopted the Fiscal Year 2015 Budget on September 23, 2014; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2015 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2015 budget; and

**WHEREAS**, the City of Daphne is a member of the Eastern Shore Metropolitan Planning Organization (MPO); and

**WHEREAS**, population projections compiled by the MPO indicate that the population on the Eastern Shore is expected to increase approximately 21% by the year 2020 and approximately 67% by the year 2040; and

**WHEREAS**, US Highway 98 and State Route 181, as the primary north-south corridors servicing the Eastern Shore, are frequently congested with heavy traffic; and

**WHEREAS**, the Eastern Shore MPO Policy Board has authorized the Baldwin County Commission, as administrator of the Eastern Shore MPO, to hire a consultant to conduct a Traffic Signal System Technology Improvements study to determine whether adaptive or responsive traffic signal technology can be used to enhance the efficiency of the corridors along the Eastern Shore (see Exhibit A – ESMPO Resolution); and

**WHEREAS**, Sain Associates Consulting Engineers has prepared a fee and scope to perform the signal study within MPO Smoothed Urban Area with said fee totaling \$35,822 (see Exhibit B – Fee and Scope); and

**WHEREAS**, eighty percent (80%) or \$28,658 of the total fee will be paid with left over FY13 MPO Planning Funds and the remaining twenty percent (20%) or \$7,164 must be paid with contributions from the local MPO member governments; and

**WHEREAS**, the MPO Policy Board agreed (see Exhibit A) to equitable contribution amounts from each member government to cover the cost of the required local match (\$7,164) and said amounts have since been reduced to the following due to a negotiation reduction in the total fee:

- Two-sevenths (2/7) or \$2,047 from Baldwin County
- Two-sevenths (2/7) or \$2,047 from the City of Daphne
- Two-sevenths (2/7) or \$2,047 from the City of Fairhope

- One-seventh (1/7) or \$1,023 from the City of Spanish Fort; and

**WHEREAS**, the Baldwin County Highway Department will manage the project and invoice each member government in an amount not to exceed the amounts noted above; now

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Daphne, Alabama, that funds from the Four Cent Gas Tax Fund are hereby appropriated and made a part of the Fiscal Year 2015 budget in the amount of \$2,047 for required local match for the Traffic Signal System Technology Improvements study, as set forth above, and will pay said contribution upon receipt of invoice for same from the Baldwin County Highway Department.

**APPROVED AND ADOPTED** by the City Council of the City of Daphne, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**DANE HAYGOOD, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**REBECCA A. HAYES, CITY CLERK**

# Exhibit A

## **EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION RESOLUTION NO. 2014-21**

### Approving the Use of MPO Funds to Hire a Consultant for ITS study

**WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO)** is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by MAP-21 Sections 1201 and 1202, July 2012); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

**WHEREAS, the Eastern Shore MPO Policy Board** desires to implement adaptive or responsive traffic signal systems on appropriate corridors within the MPO Smoothed Urban Area; and

**WHEREAS, the Eastern Shore MPO Policy Board** authorized MPO staff to request a fee and scope from a consultant to perform a system wide study for the MPO Smoothed Urban Area; and

**WHEREAS, the Alabama Department of Transportation** has authorized the MPO to utilize the Alternate Consultant Selection Method to select a consultant to perform the system wide signal study; and

**WHEREAS, Sain Associates Consulting Engineers** has prepared a fee and scope to perform a system wide study within the entire MPO Smoothed Urban Area with said fee totaling \$37,492 (see Exhibit A for Fee and Scope); and

**WHEREAS, Sain Associates Consulting Engineers** have implemented multiple adaptive signal systems in the State of Alabama and are qualified to prepare an adaptive and responsive signal study for the MPO; and

**WHEREAS, the Alabama Department of Transportation and the Federal Highway Administration** have approved the use of remaining FY13 Planning Funds in the amount of \$29,994 (80% of the total fee), which will require a local match of \$7,498 (20% of the total fee); now

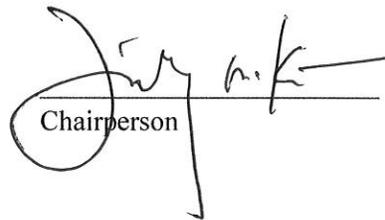
**THEREFORE, BE IT RESOLVED** that the Eastern Shore Metropolitan Planning Organization (MPO) authorizes the use of FY13 MPO Planning funds to hire Sain Associates Consulting Engineers to prepare a system wide adaptive and responsive signal study for the MPO Smoothed Urban Area in accordance with the Fee and Scope in Exhibit A.

**BE IT FURTHER RESOLVED** that the Policy Board finds the following to be equitable contributions from each member government to cover the cost of the required local match (\$7,498):

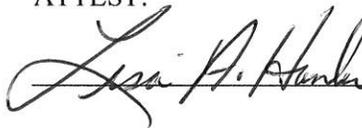
- Two-sevenths (2/7) or \$2142 from Baldwin County
- Two-sevenths (2/7) or \$2142 from the City of Daphne
- Two-sevenths (2/7) or \$2142 from the City of Fairhope
- One-seventh (1/7) or \$1071 from the City of Spanish Fort

The councils or commission of each member government will separately consider a resolution committing to the local match contributions set forth above.

The foregoing resolution was adopted and approved on the 22<sup>nd</sup> day of October, 2014, by the Eastern Shore Metropolitan Planning Organization Policy Board.

  
Chairperson Date: 10/24/14

ATTEST:

 Date: 10/24/14

  
My Commission Expires 03/23/2016



October 24, 2014

Matthew Brown  
Eastern Shore MPO  
Fairhope Satellite Courthouse  
1100 Fairhope Avenue  
Fairhope, AL 36532

**SUBJECT:        Scope of Work & Mandays – As Negotiated Submittal  
Traffic Signal System Technology Enhancements – Concept of Operations  
Eastern Shore MPO Planning Area  
SA #14-0237**

Dear Matthew,

Attached please find our **AS NEGOTIATED** submittal containing a proposed scope and fee authorization for professional services related to exploration of traffic signal technology enhancements within the Eastern Shore MPO (ESMPO). The proposed scope and resulting fee are based on correspondence with the ESMPO, as well as guidelines and requirements set forth in [FHWA-HOP-11-027, Model Systems Engineering Documents for Adaptive Signal Control Technology \(ASCT\) Systems](#).

Our general understanding of the scope is as follows:

- Preparation of a Concept of Operations in order to determine the ESMPO’s regional needs in terms of traffic signal system technology.

We have attached a manday estimate for your review. If you find the scope and mandays to be acceptable, please forward to ALDOT Southwest Region for their review and approval. Once ALDOT has reviewed and approved the scope and mandays, you may execute this document to serve as our contract for the project.

<b>FEE TOTAL:</b> Fixed-fee of <b>\$35,822</b> including reimbursable expenses (as negotiated 10/24/14)
---

*This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of services specified will be performed on a time and materials basis according to the schedule of rates enclosed.*

“2013 Birmingham Business Alliance Small Business of the Year”

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243

p (205) 940-6420 - f (205) 940-6433

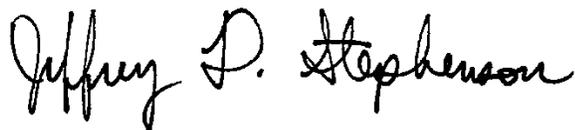
If additional information is needed, please contact me at (205) 263-2172.

Sincerely,

ACCEPTED:

**SAIN ASSOCIATES, INC.**

**EASTERN SHORE MPO**



BY: \_\_\_\_\_  
Authorized Representative

Jeffrey D. Stephenson, P.E., PTOE  
Team Leader/Transportation

\_\_\_\_\_  
Printed Name/Title



\_\_\_\_\_  
Date

James A. Meads, P.E.  
President/CEO

Attachments: Detailed Scope of Services  
Sain Associates Terms and Conditions  
ALDOT Manday Estimate

**Detailed Scope of Services**  
**Traffic Signal System Technology Enhancements – Concept of Operations**  
**Eastern Shore MPO Planning Area**

The Eastern Shore MPO (ESMPO) has expressed interest in pursuing enhancements to traffic signal system technology in many of its existing signalized corridors. The ESMPO has expressed interest in both adaptive and responsive signal system control technologies.

Detailed guidelines and requirements set forth in [FHWA-HOP-11-027, Model Systems Engineering Documents for Adaptive Signal Control Technology \(ASCT\) Systems](#) are widely used to provide support to agencies during the planning stages of project development. The preparation of a Concept of Operations will clarify the agency’s and other stakeholders’ needs for an ASCT system that supports the mobility, air quality, and other transportation objectives of the region. This will provide sufficient information to clearly define a project with an appropriate schedule and budget.

**Project Understanding**

---

Our general understanding of the scope is as follows:

- Preparation of a Concept of Operations in order to determine the ESMPO’s regional needs in terms of traffic signal system technology.

**Project Study Corridors**

---

The following study corridors have been identified for the Concept of Operations, and are contained within the ESMPO “Smoothed Urban Boundary”:

- US-31 (Spanish Fort)
- US-90 (Daphne)
- US-98 (Daphne)
- US-98 (Fairhope)
- SR-59 (Loxley)
- SR-181 (Daphne)
- CR-64 (Daphne)

**Proposed Scope of Services**

---

Sain Associates proposes to complete the following scope of services:

**Task A – Project Initiation & Data Collection**

**A-1. Prepare for and facilitate Kickoff Meeting**

We will prepare for and conduct a Kickoff Meeting to review the scope of services and schedule for the project. It is anticipated that the meeting will be attended by Sain Associates and representatives from the ESMPO, ALDOT, and municipalities included in the defined study area.

- A-2. Request and review electronic mapping information  
We will request and review electronic mapping information from the ESMPO.
- A-3. Prepare base map of study limits  
We will use the electronic base mapping information to prepare a background base map for any figures required as part of the Concept of Operations.
- A-4. Request and review information on planned improvement projects in study area  
We will request and review any available information (i.e. studies, construction plans, etc.) for planned improvement projects along the study corridors within the study area.
- A-5. Perform field inventory of defined signal systems in study area  
We will conduct a field inventory of each defined signal system within the study area. Typical data collected for each system and their signalized intersections will include make/model of controller, controller cabinet type/size, type/location of vehicle detection in place, signal system timing plans, time of day operation plans, master controller locations (if any), and type of interconnect in place (if any). We are available to coordinate our field inventory visit with local agencies in order to make sure we fully understand the existing operating conditions and to gain a better understanding of the traffic characteristics of each corridor.
- A-6. Coordination with owner of fiber optic cable  
It is our understanding that there is a private fiber optic cable available for possible leased use along many if not all of the study corridors. We will determine the owner of the fiber optic cable, and contact them to obtain details of the fiber optic cable and its possible availability for leased use.

Task B – Preparation of Concept of Operations
---

A Concept of Operations document will be prepared in order to determine the ESMPO's regional needs in terms of traffic signal system technology. The subtasks shown in the following will line up with the anticipated Chapters and Sections of the Concept of Operations document, as outlined in [FHWA-HOP-11-027, Model Systems Engineering Documents for Adaptive Signal Control Technology \(ASCT\) Systems](#).

- B-1. Prepare Chapter 1 – Scope
- Document purpose and scope
  - Project purpose and scope
  - Procurement
- B-2. Prepare Chapter 2 – Referenced documents
- Listing of referenced documents

- B-3. Prepare Chapter 3 – User-oriented operational description
- How does the existing system work?
  - What are the limitations of the existing system?
  - How should the system be improved?
  - Statement of objectives for the improved system
  - Description of strategies to be applied by the improved system
  - Alternate non-adaptive strategies considered (*to include opinion(s) of probable cost*)
- B-4. Prepare Chapter 4 – Operational needs
- Adaptive strategies
  - Network characteristics
  - Institutional and system boundaries
  - Security
  - Queuing interactions
  - Pedestrians
  - Non-adaptive situations
  - System responsiveness
  - Complex coordination and controller features
  - Monitoring and control
  - Performance reporting
  - Failure notification
  - Preemption and priority
  - Failure and fallback modes
  - Definition and application of constraints
- B-5. Prepare Chapter 5 – Envisioned adaptive system overview
- Envisioned adaptive system overview (*to include preliminary opinion of probable cost*)
- B-6. Prepare Chapter 6 – Adaptive operational environment
- Operational environment
  - Physical environment
- B-7. Prepare Chapter 7 – Adaptive support environment
- Adaptive support environment
- B-8. Prepare Chapter 8 – Proposed operational scenarios using an adaptive system
- How to construct a scenario

#### Task C – Submittal and Project Closeout

- C-1. Submit draft Concept of Operations for review  
Upon completion, we will submit a draft of the Concept of Operations to you for review.
- C-2. Prepare for and facilitate meeting to discuss draft Concept of Operations  
We will prepare for and facilitate a meeting to review the Concept of Operations. It is anticipated that the meeting will be attended by Sain Associates and representatives from the ESMPO, ALDOT, and municipalities included in the defined study area.
- C-3. Concept of Operations revisions  
We will revise the Concept of Operations based on feedback obtained from the review meeting noted in Subtask C-2.
- C-4. Final submittal of Concept of Operations and project closeout  
Upon completion of the revisions noted in Subtask C-3, we will submit a final Concept of Operations document and close out the project.

#### Items EXCLUDED from Scope of Services

- Elements of Systems Engineering required during the design stage
  - System Requirements
  - Verification Plan
  - Validation Plan
- Traffic signal system timing design, implementation, and fine tuning
- Traffic signal system design/bidding/construction services
- Traffic counts/data collection
- Field verification of fiber optic cable allocations/availability
  - We are assuming that cable owner can provide fiber optic cable allocations/availability

#### Estimated Schedule for Completion

- We estimate completion of a draft Concept of Operations no later than three (3) months from receiving authorization to proceed.

#### Fee

- Fixed-fee of **\$35,822** including reimbursable expenses (**as negotiated 10/24/14**)



<b>Project No.</b> <u>n/a</u> <b>County</b> <u>Baldwin</u> <b>Description</b> <u>Concept of Operations (ConOps)</u> <b>Scope of Work</b> <u>ASCT ConOps in ESMPO Planning Area</u> <b>Project Length</b> <u>n/a</u> Miles <b>Consultant</b> <u>Sain Associates, Inc.</u>			
<b>CORRIDOR STUDY</b>			
	Engineer	Engineer. Tech.	Clerical
<b>Task A: Project Initiation &amp; Data Collection</b>			
1	Prepare for and facilitate project kickoff meeting	1.50	0.13
2	Request and review electronic mapping information	0.25	0.50
3	Prepare base map of study limits	0.25	1.50
4	Request and review info on planned improvement projects in study area	0.13	0.25
5	Perform field inventory of defined signal systems in study area	2.00	2.00
6	Coordination with owner of fiber optic cable	0.25	1.00
<b>Task B: Preparation of Concept of Operations</b>			
1	Prepare Chapter 1 - Scope	0.50	1.00
2	Prepare Chapter 2 - Referenced documents	0.25	0.50
3	Prepare Chapter 3 - User-oriented operational description	1.25	2.50
4	Prepare Chapter 4 - Operational needs	1.00	2.00
5	Prepare Chapter 5 - Envisioned adaptive system overview	0.50	1.00
6	Prepare Chapter 6 - Adaptive operational environment	0.50	1.00
7	Prepare Chapter 7 - Adaptive support environment	0.25	0.50
8	Prepare Chapter 8 - Proposed operational scenarios using an adaptive system	1.25	2.50
<b>Task C: Submittal &amp; Project Closeout</b>			
1	Submit draft Concept of Operations for review	0.25	0.25
2	Prepare for and facilitate meeting to discuss draft Concept of Operations	1.50	
3	Concept of Operations revisions	0.50	1.50
4	Final submittal of Concept of Operations and project closeout	0.25	0.75
<b>TOTALS</b>		<b>AS NEGOTIATED</b>	<b>12.38</b>
			<b>18.75</b>
			<b>1.69</b>

<b>Project No.</b>	n/a
<b>County</b>	Baldwin
<b>Description</b>	Concept of Operations (ConOps)
<b>Scope of Work</b>	ASCT ConOps in ESMPO Planning Area
<b>Project Length</b>	n/a _____ Miles
<b>Consultant</b>	Sain Associates, Inc.
<b>Fee Proposal (Corridor Study)</b>	

PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	1.24	\$ 307.36	\$ 381.13
Engineer	12.38	\$ 438.60	\$ 5,429.87
Engineering Technician/CADD	18.75	\$ 262.80	\$ 4,927.50
Environmental	0.00	\$ -	\$ -
Environmental Technician	0.00	\$ -	\$ -
Clerical	1.69	\$ 161.44	\$ 272.83
<b>Total Direct Labor</b>			<b>\$ 11,011.33</b>
Combined Overhead (%)	183.32		\$ 20,185.97
Out-of-Pocket Expenses**			\$ 1,327.20
<b>Sub-Total</b>			<b>\$ 32,524.50</b>
Operating Margin (10%)			\$ 3,252.45
<b>Sub-Total</b>			<b>\$ 35,776.95</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			<b>\$ 35,776.95</b>
Facilities Capital Cost of Money (% of Direct Labor)	0.41		\$ 45.15
<b>TOTAL FEE</b>			<b>\$ 35,822.10</b>

\*\*See Grand Total Fee sheet

**AS NEGOTIATED**

<b>Project No.</b> <u>n/a</u>
<b>County</b> <u>Baldwin</u>
<b>Description</b> <u>Concept of Operations (ConOps)</u>
<b>Scope of Work</b> <u>ASCT ConOps in ESMPO Planning Area</u>
<b>Project Length</b> <u>n/a</u> Miles
<b>Consultant</b> <u>Sain Associates, Inc.</u>
<b>Out-of-pocket Expenses (Corridor Study)</b>

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Kickoff Meeting (A-1)	1	520	\$0.560	\$ 291.20
Field Inventory (A-5)	1	580	\$0.560	\$ 324.80
Final Meeting (C-2)	1	520	\$0.560	\$ 291.20
	0	0	\$0.560	\$ -
<b>Total Mileage Cost</b>				<b>\$ 907.20</b>

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	2	2	\$30.00	\$ 120.00
Travel allowance (overnight)***	2	2	\$75.00	\$ 300.00
Travel allowance (overnight)***	0	0	\$75.00	\$ -
<b>Total Subsistence Cost</b>				<b>\$ 420.00</b>
<b>Total Travel Cost</b>				<b>\$ 1,327.20</b>

**PRINTING / REPRODUCTION COST**

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
---All electronic submittals---	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Other (provide description on next line)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Total Out-of-pocket Expenses</b>	<b>\$ 1,327.20</b>
-------------------------------------	--------------------

<b>Comments:</b>	<b>AS NEGOTIATED</b>
------------------	----------------------

\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

## ORDINANCE 2014-55

### Alabama Dept of Economic & Community Affairs Recreational Trails Program Project: Village Point Park Preserve Boardwalk/Trails Extension – Project #14-RT-54-08

**WHEREAS**, Ordinance 2014-44 approved and adopted the Fiscal Year 2015 Budget on September 23, 2014; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2015 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2015 budget; and

**WHEREAS**, the City of Daphne did heretofore make application to the Alabama Department of Economic & Community Affairs (ADECA) for the funding of the following improvements at the Daphne Village Point Park : 1270 LF of new Boardwalk/Trails (2014 PW-031):

- Construction of 800' of ADA compliant wooden Boardwalk
- Construction of 470' of hard surface trail to connect the existing trail system in Village Point Park; and

**WHEREAS**, such improvements will facilitate the recreational, environmental, and historical use of the Park by the citizens of Daphne; and

**WHEREAS**, an appropriation is needed for matching funds for the grant in the amount of \$ 30,214 in the Fiscal 2015 budget; and

**WHEREAS**, the City of Daphne has received notification that the grant application has been approved.

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

- 1) The City of Daphne hereby accepts the offer of financial assistance from ADECA in the amount of \$88,624 for the improvements (as herein stated) to the Daphne Village Point Park Preserve; AND
- 2) Funds in the amount of \$30,214 from the Lodging Tax Fund are hereby appropriated and made a part of the Fiscal Year 2015 budget for the construction of 1200 LF of Boardwalk/Trails at Village Point Park Preserve; AND
- 3) The Mayor and City Clerk are hereby authorized to go out to bid for the project and execute the grant agreement and any other documents required for the acceptance of the ADECA Village Point Park Trail RTP Project# 14-RT-54-08 on behalf of the City of Daphne.

**APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

November 17, 2014 Council Meeting



ROBERT BENTLEY  
GOVERNOR

JIM BYARD, JR.  
DIRECTOR

STATE OF ALABAMA

November 7, 2014

PROJECT #: 14-RT-54-08

The Honorable Dane Haygood  
Mayor of Daphne  
Post Office Box 400  
Daphne, Alabama 36526

Dear Mayor Haygood:

Re: Recreational Trails Program  
2014 Compliance Workshop

Congratulations on being selected to participate in the Recreational Trails Program (RTP). The Alabama Department of Economic and Community Affairs' Recreation and Conservation Programs will be conducting a compliance workshop for FY 2014 RTP grant subrecipients. The workshop will be held at the Center for Commerce, 401 Adams Avenue, Montgomery, Alabama 36104, on Wednesday, November 19, 2014. Registration will be conducted between 8:00 am and 9:00 am followed by the workshop. Attendees may utilize the parking deck across the street from the Center for Commerce by utilizing the Decatur Street entrance, entry code 1874\*.

Grant agreement documents will be distributed at the workshop upon receipt of the following (on the condition that all other required project documentation has been received):

1. A resolution of the governing body accepting the offer of financial assistance. The resolution must contain:

- a. Project number, 14-RT-54-08
- b. Project name, ; VILLAGE POINT PARK PRESERVE BOARDWALK/TRAILS EXT.
- c. Project scope/business, 1270 L.F. OF NEW BOARDWALK/TRAILS
- d. Location, e.g., street intersection or other descriptive location, VILLAGE POINT PARK PRESERVE
- e. Grant amount, and \$88,623.20
- f. Commitment to provide the required matching share.

2. A completed IRS Form W-9 (form enclosed; digital version on [www.irs.gov](http://www.irs.gov); must be August 2013 version or more recent).

The Honorable Dane Haygood

Page 2

November 7, 2014

3. A completed Beason-Hammon Alabama Taxpayer and Citizen Protection Act Certification Form (enclosed). An electronic version is available on our website.
4. A completed, signed, and *notarized* Alabama Disclosure Statement **IF** your organization is a non-government entity. The form is enclosed if you are required to submit.
5. A completed Certification of Officials Form. A blank form is enclosed.
6. E-verify MOU (13-15 pages) from [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).
7. A completed "No Debt to the State" dispute resolution form (enclosed).

Please provide names and contact information for all individuals planning to attend the workshop to Crystal Davis, Recreation and Conservation Programs Manager, at (334) 353-2630 or [crystal.davis@adeca.alabama.gov](mailto:crystal.davis@adeca.alabama.gov). Ms. Davis is also available to answer any questions and make arrangements for any special accommodations.

Sincerely,



Maureen E. Neighbors, Unit Chief  
Community Services

MEN:CGD:tj  
Enclosures

cc: Richard D. Johnson, PE, City of Daphne



ROBERT BENTLEY  
GOVERNOR

JIM BYARD, JR.  
DIRECTOR

STATE OF ALABAMA

November 7, 2014

PROJECT #: 14-RT-54-08

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Mayor of Daphne  
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Daphne, Alabama 36526

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- b. Project name, ; VILLAGE POINT PARK PRESERVE BOARDWALK/TRAILS EXT.
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The Honorable Dane Haygood

Page 2

November 7, 2014

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Sincerely,



Maureen E. Neighbors, Unit Chief  
Community Services

MEN:CGD:tj  
Enclosures

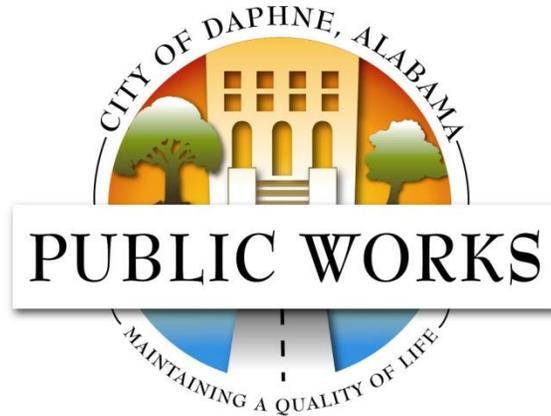
cc: Richard D. Johnson, PE, City of Daphne

Dane Haygood  
Mayor

Rebecca Hayes  
City Clerk

Finance Director/Treasurer

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



Tommie Conaway  
District 1

Pat Rudicell  
District 2

John L. Lake  
District 3

Randy Fry  
District 4

Ronald Scott  
District 5

Robin LeJeune  
District 6

Joe Davis, III  
District 7

## Memorandum

**To:** Councilwoman Tommie Conaway - Chairman, Finance Committee

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

**CC:** Finance; File

**Date:** October 24, 2014

**Re:** 2014 PW-031 Recreational Trails Grant: Village Point Park Preserve Enhancement

Madam Chairwoman:

Based upon the Recreational Trails Program (RTP) Grant award of \$88,623.20 to the City for additional trails and boardwalks at Village Point Park Preserve, I am recommending the following appropriations be made from the Lodging Tax Fund:

Description	Lodging Tax	RTP Grant
Engineering, Survey, Design and Letting	\$ 8,057.00	\$ 0.00
Construction	\$20,142.00	\$80,566.20
Construction Engineering & Inspection (Material Testing)	\$ 2,014.20	\$ 8,057.00
<b>Totals</b>	<b>\$30,213.20</b>	<b>\$88,623.20</b>

In addition, the Ordinance should authorize Staff to advertise for bids and the Mayor to execute all documents associated with this Grant Award and Project.

Yours,

RDJ

OFFICE OF THE GOVERNOR

ROBERT BENTLEY  
GOVERNOR



STATE CAPITOL  
MONTGOMERY, ALABAMA 36130

(334) 242-7100  
FAX: (334) 242-3282

## STATE OF ALABAMA

September 30, 2014

The Honorable Dane Haygood  
Mayor of Daphne  
Post Office Box 400  
Daphne, Alabama 36526-0400

Dear Mayor Haygood:

Re: Recreational Trails Program Application  
Notice of Award

It is my pleasure to notify you that the City of Daphne has been selected to receive a Recreational Trails Program (RTP) grant in the amount of \$88,623.20 to construct approximately 800 feet of ADA compliant wooden boardwalk and 470 feet of hard surface trail to connect the existing trail system in Village Point Park. The RTP is administered by the Alabama Department of Economic and Community Affairs (ADECA). The effective date of the award is September 30, 2014. ADECA will contact you in the near future with additional grant information and contract requirements.

I commend you on your efforts to enhance the quantity and quality of recreational opportunities available to Alabama's residents and visitors. Should you have any questions regarding your grant, please contact Maureen Neighbors, Community Services Unit Chief, at (334) 242-5467 or [maureen.neighbors@adeca.alabama.gov](mailto:maureen.neighbors@adeca.alabama.gov).

Sincerely,

A handwritten signature in cursive script that reads "Robert Bentley".

Robert Bentley  
Governor

RB:CGD:bs

<b>VILLAGE POINT PERSERVE</b>					
Trail Extension Estimate					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization	LS	1	\$ 4,500.00	\$ 4,500.00
2	Clearing & Grubbing	AC	0.25	\$ 2,500.00	\$ 625.00
3	8' Wide Asphalt Multi Use Path w/ 3" Agg Base	SY	420	\$ 25.00	\$ 10,500.00
4	8' Wide Walkway w/o Handrails (Trex Decking)	LF	330	\$ 174.19	\$ 57,482.70
5	8' Wide Board Walk w/ Hand Rails	LF	130	\$ 200.00	\$ 26,000.00
6	Benches 8' long	Ea	8	\$ 200.00	\$ 1,600.00
<b>Sub Total</b>					<b>\$ 100,707.70</b>

Engineering & Surveying @ 8%	\$ 8,056.62
CE&I @ 10%	\$ 10,070.77
<b>Sub Total</b>	<b>\$ 18,127.39</b>

<b>Total Project Cost</b>	<b>\$ 118,835.09</b>
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**ORDINANCE 2014-56**

**Appropriation for Appraisal, Survey and Associated Fees for Marino  
Property Located near D'Olive Creek**

**WHEREAS**, Ordinance 2014-44 approved and adopted the Fiscal Year 2015 Budget on September 23, 2014; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2015 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2015 budget; and

**WHEREAS**, an appraisal and survey for the (Meilyn Marino) Marino family property located near D'Olive Creek for a potential purchase is needed to evaluate the property for the possibility of further extending the Village Point Park Preserve.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Daphne, Alabama, that funds from the Lodging Tax Fund are hereby appropriated and made a part of the Fiscal Year 2015 budget in the amount of \$2,500 for the appraisal, survey, and associated fees for the Marino property located D'Olive Creek:

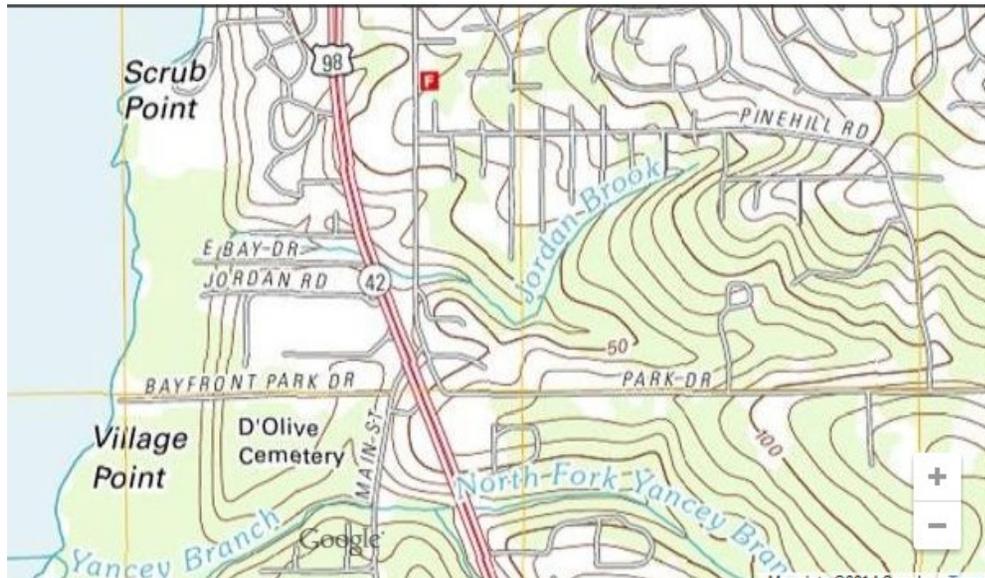
- PPIN#027259 - 764' x 251.7' Acres

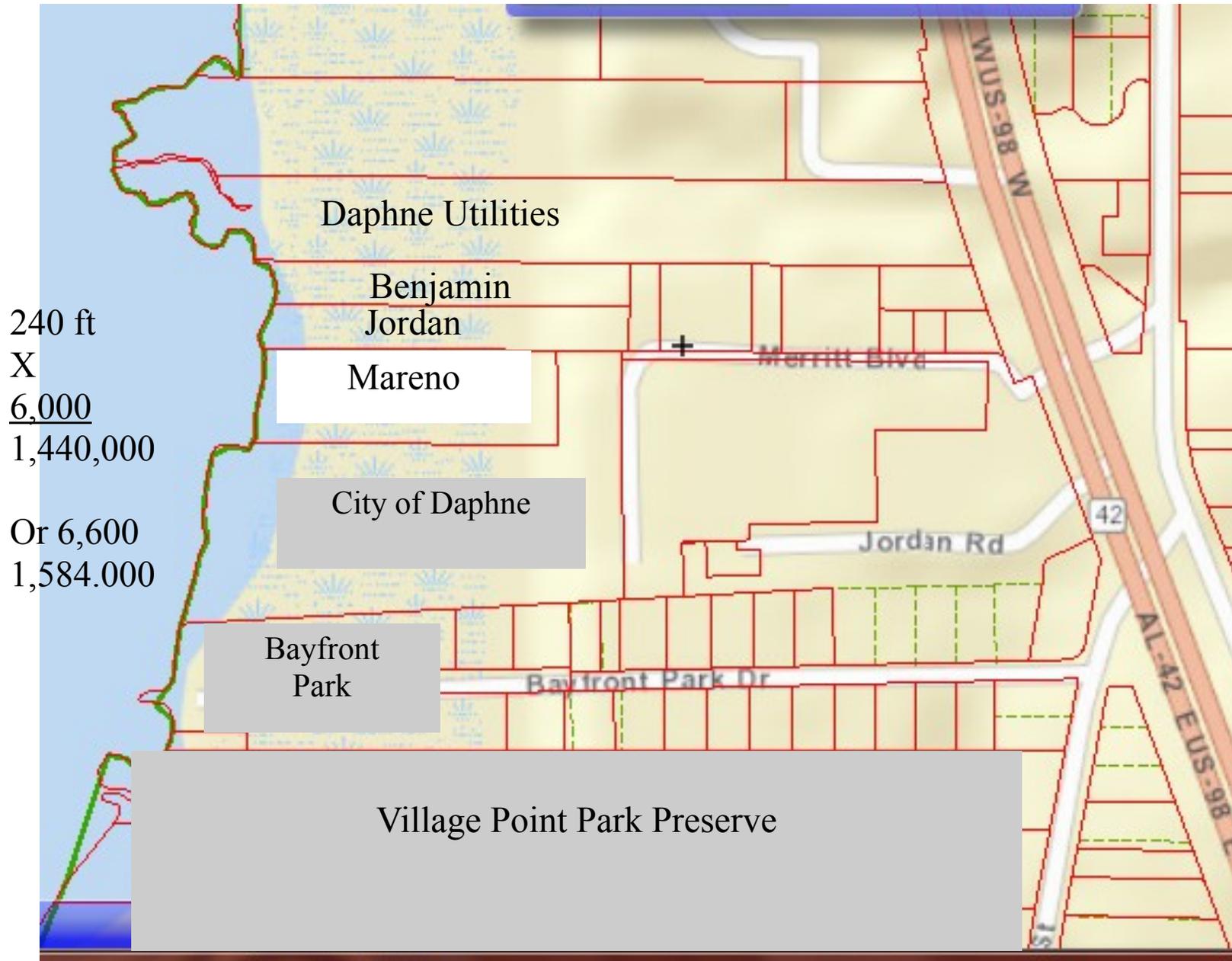
**APPROVED AND ADOPTED** by the Mayor and City Council of the City of Daphne, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Dane Haygood, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**





# Property Appraisal Link

BALDWIN COUNTY, AL

Current Date 10/28/2014

Tax Year 2014

Valuation Date October 1, 2013

## OWNER INFORMATION

**PARCEL** 43-03-71-0-007-022.000 **PPIN** 027259 **TAX DIST** 04  
**NAME** MARINO, MEILYN  
**ADDRESS** P O BOX 1125  
DAPHNE AL 36526  
**DEED TYPE IN** **BOOK** 0000 **PAGE** 1374914  
**PREVIOUS OWNER** MARINO FAMILY TRUST, THE  
**LAST DEED DATE** 12/26/2012

## DESCRIPTION

764'X251.7' COMM AT INTERSECTION OF W ROW EASTERN SHORE PKWA  
Y 98 AND N LINE OF LOT 2 D'OLIVE GRANT TH W 1170S TO POB TH  
W 705 SLY 251.7 E 764 N 246 TO POB SEC 71-T5S-R2E IN# 580457  
IN# 1178892 (DEED)

## PROPERTY INFORMATION

**PROPERTY ADDRESS**  
**NEIGHBORHOOD** DAPHNECO **DAPHNECO**  
**PROPERTY CLASS** **SUB CLASS**  
**LOT BLOCK**  
**SECTION/TOWNSHIP/RANGE** 00-00 -00  
**LOT DIMENSION** **ZONING** B-2

## PROPERTY VALUES

**LAND:** 238700 **CLASS 1:** **TOTAL ACRES:**  
**BUILDING:** **CLASS 2:** 238700 **TIMBER ACRES:**  
**CLASS 3:**  
**TOTAL PARCEL VALUE:** 238700  
**ESTIMATED TAX:**

## DETAIL INFORMATION

<u>CODE TYPE</u>	<u>REF METHOD</u>	<u>DESCRIPTION</u>	<u>LAND USE</u>	<u>TCHsPt</u>	<u>MARKET USE</u>
					<u>VALUE</u> <u>VALUE</u>
M	LAND 1	SF SQ-7.00 X	9700-VAC WATERFRONT	2 N N	238700

[View Tax Record](#)

[Back](#)

file:///C:/Users/Selena/AppData/Local/Temp/Low/U2JDIWC8.htm

10/28/2014

**CITY OF DAPHNE  
ORDINANCE NO. 2014-57**

**AN ORDINANCE TO REPEAL ORDINANCE NOS. 2011-08  
AND ESTABLISHING RULES, REGULATIONS, RATES AND  
A LEASE AGREEMENT FOR THE RENTAL OF THE  
DAPHNE CIVIC CENTER**

**WHEREAS**, the City Council of the City of Daphne desires that all citizens of the City of Daphne and guests thereof be able to peaceably use and enjoy the Daphne Civic Center; and,

**WHEREAS**, the City Council of the City of Daphne desires to promote the health and safety of the citizens of the City of Daphne by providing rental schedules, rules, regulations and a lease agreement for the rental of the Daphne Civic Center; and,

**WHEREAS**, the mission statement of the City of Daphne, Daphne Civic Center, as established by the Mayor and City Council is as follows:

"The Daphne Civic Center will strive to promote a high quality of life, to enhance the spiritual, social, and moral well being of each citizen and visitor, to promote community awareness and serve as a vehicle for total community enjoyment"; and,

**WHEREAS**, changes in policy have mandated the repealing of the preceding Ordinance establishing rules, regulations, rates, and a lease agreement for the rental of the Daphne Civic Center,

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

**SECTION I. DEFINITIONS**

A. For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely derived.

1. Lessor: The City of Daphne and Daphne Civic Center.
2. Lessee: Signer of City of Daphne Civic Center Lease Agreement.

3. Facility: Daphne Civic Center.
4. Event: The purpose for which facility is leased.

## **SECTION II: RULES AND REGULATIONS-GENERAL**

A. The Director is authorized to execute on behalf of the City of Daphne, the City of Daphne Civic Center lease agreement as approved by the City Council. The following rules apply.

1. Governmental functions will take precedence over all other functions. All other reservations are on a first come first serve basis.
2. The Lease agreement must be executed by persons 21 years of age or older and the lessee must be in attendance at the event.
3. Dates will not be considered "booked" prior to the completion of a City of Daphne, Daphne Civic Center Lease Agreement and payment of applicable fees.
4. The performance of this Agreement shall terminate without liability upon the occurrence of any circumstance beyond the control of Lessor – such as acts of God, fire, storm, pestilence, war, terrorism, disaster, Federal regulations, strikes, civil disorder, criminal acts, curtailment of transportation facilities or any other casualty or unforeseen occurrence – to the extent that such circumstances make it illegal or impossible to provide or use of the facilities. Notice may be provided by Lessor at the earliest practicable time however is not required to absolve Lessor of liability under this paragraph Lessee shall pay rental for said premises only up to the time of such termination, at the rate specified on the Lease Agreement and the said Lessee waives any claim for damages or compensation should the lease be so terminated. Should termination due to unforeseen events as described above occur prior to any actual use of the facility, Lessee shall be refunded all reservation fees that have not been obligated by Lessor.
5. City personnel will inspect the facility after each event. If damage is found, lessee will be notified of charges to be deducted from damage deposit or of additional charges beyond damage deposit.
6. Garbage cans, trash bags, rest room supplies, and outside trash receptacles will be supplied for Lessee use with the exception of Mardi Gras groups, or other large groups as determined by the Director. Additional garbage fees may apply.
7. City functions must portray the City of Daphne in the best light for the good and benefit of the citizens of Daphne.

8. Additional services and/or equipment (other than those specified at the time of lease) which may be requested and utilized will be additionally charged based on Daphne Civic Center prevailing rates.

9. Security, firefighters and other personnel will be charged at the prevailing rates per hour. Lessee is responsible for making necessary arrangements.

10. Arrangements must be confirmed at least fourteen (14) days in advance of an event so as to schedule the personnel, equipment and services required.

11. The Lessor requires that only trained city personnel use and handle Civic Center equipment during events and set-ups.

12. The Lessee is charged with the responsibility of paying all applicable City, County, and State sales tax on admissions and sales at the Civic Center as well as applicable license fees.

13. All fees shall be paid 14 (fourteen) days prior to the event. Exceptions may be made for State, County, and those approved by the Director.

14. Lessee agrees to pay for all fees in lawful money of the United States of America, cashiers check, personal checks, or company checks at the Sales Office of the Daphne Civic Center. Lessee further agrees to pay said Lessor on demand any sum which may be due to said Lessor for additional services and/or accommodation for material furnished or provided to said Lessee.

15. The Lessee will comply with all laws of the United States, and of the State of Alabama, all ordinances of the City of Daphne, Alabama and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Daphne, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done, anything on said premises during the term of the lease in violation of any such laws, ordinances, rules or requirements, and if Lessor calls any such violation to the attention of the Lessee, or any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation. Lessee will provide Lessor with a copy of all applicable permits and licenses 14 days in advance of start of event.

16. No performance, exhibition or entertainment shall be given or held on said demised premises, which shall be objected to by the Lessor.

17. The City of Daphne, Daphne Civic Center, employees, or agents shall not be responsible for any misrepresentation of or failure to perform by any promoter, agent, group, or act that is not booked by the City of Daphne or Daphne Civic Center.

18. LESSEE, IN CONSIDERATION OF THE EXECUTION BY LESSOR OF THE LEASE AGREEMENT REPRESENTS AND GUARANTEES TO LESSOR THAT PERFORMERS BY THEIR SPEECH, SONG, MUSIC, CONDUCT, OR MANNER WILL NOT VIOLATE

OR INCITE OTHERS TO VIOLATE ANY STATUTE, LAW, ORDINANCE, RULE, REGULATION OR ORDER OF ANY FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.

a) If performers speak, sing, play, perform or otherwise act in any manner which shall cause Lessor or any person, organization, or authority whose duty it is to enforce any such statute, law, ordinance, rule, regulation, or order to maintain public safety on the premises, think that performers have violated or incited others to violate any such statute, law, ordinance, rule, regulation, or order, the Lessor shall have the absolute right in its sole discretion to terminate the performance in progress and, regardless of whether the performance is terminated, to delay and withhold payment and settlement of all accounts and funds related to money collected or received by Lessor under this agreement until completion of an investigation relating to any incident thought to be such a violation. Lessee agrees to hold Lessor harmless from any and all damages suffered or sustained by reason of the termination of any performance and will defend any suit instituted against Lessor arising out of such termination at Lessee's expense, all in addition to the remedies otherwise given Lessor herein.

b) If upon completion of the investigation Lessor concludes that performers have violated and/or incited others to violate any such statute, law, ordinance, rule, regulation or order, then Lessee shall be deemed to have committed material breach of the Lease Agreement, for which breach Lessee shall be liable to the Lessor. The Lessee and the Lessor hereto acknowledge and agree that it will be impossible to measure actual damages to premises as the result of a breach of this agreement arising out of a violation or incitement of others to violate any statute, law, ordinance, rule, regulation or order as aforesaid, and therefore, the parties have agreed to the sum of \$5,000.00 as liquidated damages and not as a penalty, which amount Lessee hereby authorizes Lessor to deduct from any accounts or funds held or received by Lessor prior to any payment to Lessee if monies are due or Lessee agrees to pay Lessor the agreed sum of \$5,000.00 as stated above or pay the actual damage amount which will be determined after inspection and or repair of damage.

19. The Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Fire Marshal in this respect shall be final. The Daphne Civic Center Director and their agents shall maintain an updated occupancy table with limits pursuant to City of Daphne Fire Marshal's regulations which is to be treated as part of this Ordinance.

20. In rendering said space to the Lessee; the Lessor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of the same. The City of Daphne and the Daphne Civic Center, their agents, and their employees may enter said building and all the demised premises, at any time and on any occasion in performance of their duties and responsibilities.

21. The Lessee agrees to pay reasonable attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after said rental or service charge is past due.

22. The Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

23. The Lessee shall not assign the lease, nor suffer any use of said premises, other than specified, nor subject the same premises or any part thereof, without the written consent of the Lessor.

24. The Lessee waives all right under the Constitution and laws of the State of Alabama or any other state to claim personal property exempt as against any liability, debt or obligation arising under the contract.

25. Lessee shall make all necessary arrangements with the union business agents of all trades involved in their presentation of their event.

26. The Civic Center and the keys thereto shall be at all times under the charge and control of the Civic Center Personnel. All exceptions must be approved by the Director.

27. That Lessee shall agree that if any default is made in the payment of the rent or any part thereof or if any default is made in the covenant or agreement the letting and the relation of landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respect as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Lessee shall notwithstanding such reenter and must pay the full amount of said lease for the facility, services, and any usage fees as herein agreed to be paid.

28. The Lessor shall not be responsible for any damage or injury that may happen to the lessee, or the Lessee's agent, employees, property, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.

29. That in the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodations and sole benefit of the Lessee, and that as to such receipts, and funds the Lessor shall be responsible only for gross neglect or bad faith.

30. Any matters not expressly provided for shall be in the discretion of the City of Daphne Mayor, City Council and/or Civic Center Director.

31. That all terms and conditions of the written lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually

signed by the duly authorized agent or agents who executed the lease. See attached Lease Agreement and information sheet which is incorporated by reference as if fully set forth herein.

32. The signed Lease Agreement will hold the City of Daphne and the Civic Center harmless and indemnify them against any claims or liability for compensation under the Alabama Workmen's Compensation law or similar laws arising out of injuries sustained by any employees of Lessee or of any contractor or subcontractor under Lessee.

33. Renters shall adhere to all signs posted at location.

34. The Mayor and/or his designee are authorized to promulgate and post rules and regulations at the facility which provide for proper operation and protect the health, safety, and welfare of persons attending events at the facility.

35. Lessee, Lessee's agent, employees, guests, or anyone entering the building that are under the supervision of the Lessee may not move or remove any City owned decorations or property in the facility. Doing so will be in violation of said ordinance and may incur additional damage fees.

36. Lessor reserves the right to refuse to lease to any person, group or organization known to willfully violate any provisions of this ordinance.

### **SECTION III: ADVERTISING**

A. All advertising will be straight forward, accurate, true and when admission is charged, must state the total admission prices. Advertising of any event or the appearance of any performer, selling of tickets, acquiring sponsorships, selling of tradeshow booths or the like is prohibited until all contracts between all parties involved have been properly executed and exhibited to the Director.

B. All advertising with reference to the Daphne Civic Center and use of the City of Daphne Civic Center logo(s) by city departments or otherwise must be approved by the Director of the Daphne Civic Center prior to usage.

### **SECTION IV: COPYRIGHT**

Lessee/Artist/Promoter warrants at the signing of the Lease Agreement that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the City of Daphne and the Daphne Civic Center harmless from any and all claims, losses or expenses incurred with regard thereto.

### **SECTION V: CONCESSION**

The Lessor relinquishes all food and beverage concession rights to the Lessee. All City, County, and State taxes and fees apply.

**SECTION VI: DECORATIONS**

A. The Lessor requires that all decorations, signs, and posters must be coordinated with Civic Center personnel prior to placing or erecting in the Civic Center building or on facility grounds.

B. All decorations must be free standing. No nails, tacks, brackets, glue or self-adhesive tape or any other similar items will be allowed on or in the walls, ceilings, floors or any material that will deface, mar, or damage a finish. ANY SUCH DAMAGE MAY RESULT IN AN EXTRA CHARGE FOR DAMAGES AND WILL BE THE RESPONSIBILITY OF THE LESSEE. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels) or the like will be thrown or used for decoration inside or outside the facility. All candles must be self-contained. If any of these items are found on the floor, additional clean-up/damage fees will be imposed on Lessee.

C. Combustible decorative materials such as, but not limited to, cotton batting, paper, foam plastics, cloth, vegetation, moss straw, hay, vines, split bamboo, leaves and similar material shall not be used in the facility unless materials are flame resistant or have been treated with a fire retardant coating. The classification of fire retardant coatings shall apply only when the coating is applied at the rates of coverage and to the type or kind of surfaces indicated on the test report when the coating is applied in accordance with the manufacturer's directions supplied with the container. These coatings shall be applied in accordance with the manufacturer's direction. The applications shall be, certified by the applicator as being in conformance with the manufacturer's direction for application. A flame test will be done on the material before being approved by the Fire Official. **WARNING!!!!** You are advised to contact the Daphne Fire Marshal for approval of decorations at least fourteen (14) days prior to your event. Decorations not meeting the Fire Marshal's approval will not be allowed in the facility. Lessee must present in writing to Lessor the approval from the Fire Marshal which will be kept on file.

**SECTION VII: FLOOR PLANS**

The Lessee shall file with the Sales Assistant or Event Assistant at least fourteen (14) days prior to the occurrence of the event for which this agreement is issued, a full and detailed outline of all facilities required, stage, sound, and electrical requirements, table and chair set-up, and such other information as may be required by the Director for planning, staging and preparation for such event. The number of attendees is to be included on the Daphne Civic Center Lease Agreement.

**SECTION VIII: INSURANCE**

A. By the acceptance of the lease agreement the Lessee covenants to indemnify, save and keep free and harmless the City of Daphne, its officers and employees, from and against any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the City, its officers or employees, or any of them, may sustain or incur, or that may be imposed upon them, or any damages to property arising out of, connected with or attributable to the use and occupancy of the facility by Lessee. Lessee agrees to pay for any damage to the facility and for any damage to or loss of any City property resulting from the occupancy of said facility by Lessee or resulting from the conduct or actions of Lessee, its agents or employees, or any person, or person's

participation in or attending the event during Lessee's occupancy.

B. Simultaneously with the acceptance of this lease and as a condition precedent to the effectiveness hereof, Lessee shall procure and maintain, in full force, and effect during Lessee's occupancy of the facility, and during the term of this permit, a policy of public liability and property damage insurance from a reliable insurance company authorized to transact business in the State of Alabama. The insurance company must have a minimum rating of A- in the current issue of the A. M. Best Manual. The Lessee, the City, and its officers and employees shall be named co-insured in said policy and the policy shall cover the insured's against whom claim is or may be, in the same manner as if separate policies had been issued to each. Said policy shall contain not less than the following limits of liability:

\$1,000,000.00 combined single limit per occurrence. (Bodily injury and property damage)

C. If the proposed use or occupancy by Lessee is such as to present a high degree of exposure to bodily injury or property damage, the Director may, in his/her discretion require higher limits of bodily injury and/or damage insurance.

D. The policy shall provide that the same shall not be cancelled prior to the termination of this lease until the Director shall have received a ten-day written notice of such proposed cancellation. Said policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the declarations, and if the City, its officers and employees have other insurance against a loss covered by said policy, that such other insurance shall be excess insurance only.

E. Lessee shall, coincidentally with the acceptance of this lease, deliver said policy of insurance, or certified photo static copy thereof, to the Director. Said policy shall be approved by the Director as to sufficiency.

F. The signed Lease Agreement shall hold the City of Daphne and the Daphne Civic Center harmless and indemnify them against any claims or liability arising or resulting from any injury to any visitor, spectator or participant in any activity in any part or portion of the Civic Center, regardless of entrance gained to said Civic Center whether by paid admissions, by pass issued by Lessee or Lessor or by any unlawful admission gained without knowledge of Lessor or Lessee. To indemnify Lessor as herein provided, Lessee shall carry public liability insurance with the coverage and the amount thereof to be specified and approved by the Director of the Civic Center with Lessee to furnish Lessor with a certificate of insurance or other satisfactory evidence of compliance with this requirement prior to commencement of Lessee's event. This insurance requirement may be waived depending on circumstances.

G. Upon approval of said policy, the same shall be filed with the Director or designee. After said policy has been so approved the Lessee shall file with the City a certificate of insurance issued by an insurance carrier certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the permit are covered thereby. In lieu of the presentation of the original policy, or of a certified photo static copy thereof, the Lessee may file a certificate of insurance to which is attached an endorsement in a form approved by the City Attorney. The endorsement shall provide that liability assumed by Lessee under this permit is covered by the

policy, that the City, its officers, and employees, are named insured under said policy, and that in event of anyone of the insured's incurring liability to any other of the insured's, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies have been issued to each, and that said insurance is primary insurance as set forth hereinabove. The endorsement shall also provide that the policy shall not be cancelled prior to the termination of the permit or until the Director shall have received a ten-day notice~ in writing of such proposed cancellation and that such endorsement controls over all other provisions of the policy, or endorsements thereto, which are inconsistent therewith. Lessee shall be responsible for all insurance deductibles.

H. Liquor Liability Insurance must be obtained in an amount not less than \$1,000,000 and the City of Daphne, Daphne Civic Center must be listed as additional insured on the policy. Proof of this policy must be presented to the sales office not less than fourteen (14) days prior of the event.

I. Proof of all policies applicable must be presented to the Daphne Civic Center Sales Assistant not less than 14 days prior to event.

#### **SECTION IX: INVENTORY**

Facility inventory will not be loaned or permitted to be removed from the premises. These items include but are not limited to chairs, tables, podiums, audiovisual equipment, kitchen equipment, plants, decorations, or displays. The City of Daphne shall impose a fine of three hundred dollars (\$300.00) for each violation in addition to a charge for damage.

#### **SECTION X: DEFACING OF PROPERTY**

A. The Lessee will not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced, and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building, and will not make, or allow to be made, any alterations of any kind therein. Glue hooks or tacky putty will not be permitted (contact Civic Center Sales Assistant for suggestions).

B. No decorations shall be placed in or on the building, nor shall any devices or signs be supported by any means on wall or woodwork without the consent of the Sales Agent. Sets, scenery, exhibit material, et cetera, shall be of flameproof material and conform to the Fire Prevention code of the City of Daphne.

C. If said premises, or any portion of said building, during the term of the lease, shall be damaged by the act, default or negligence of the Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee, or unlawful admission gained, LESSEE WILL PAY TO THE LESSOR UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID PREMISES TO THEIR ORIGINAL CONDITION. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of the said Lessee, or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient

Police and Fire Personnel to maintain order and protect persons and property. Daphne Police and Fire Personnel will be provided at the expense of the Lessee. In addition, the City of Daphne's fine of three hundred dollars (\$300.00) for Damage/Defacing City Property will be imposed.

#### **SECTION XI: TICKET OUTLET SALES/BOX OFFICE**

A. All ticketed events will be handled through the Daphne Civic Center Sales office unless otherwise stated by the Director. The basic Box Office charge will be 5% of all Gross Ticket Sales. Civic Center Box Office sales and services are the exclusive right of the City of Daphne Civic Center.

B. The Civic Center Ticket Office hours shall be 8:00 a.m. - 5:00 p.m., Monday through Friday.

C. All tickets must be sold at advertised prices and any deviation must be approved in writing by the Director.

D. All Moneys' collected for advance ticket sales must be paid in cash and are not be subject to 'draw' by the promoter until such time show time occurs, all specifications of the Civic Center Lease Agreement have been met and all funds have been collected which exceed Civic Center expenses therefore.

E. Final show settlement payment will not be made until the final act has been on the stage at least 20 minutes and all box office transactions have been completed as well as all contractual agreements.

F. All tickets purchased must be paid for in cash. The Director shall notify the Lessee if other payment plans are permissible.

G. Back stage passes will only be accepted for admission of entertainers, stage crews and business associates, and must be dated with the day and date of performance. These passes will be honored at the back stage door only and will not be admitted through regular ticket gates.

H. Civic Center management will deal only with the individual who negotiated the contract or their duly authorized representative's with regards to box office transactions, show settlement, and facility usage.

I. In the event of show cancellation, the Civic Center Director reserves the right to determine the ticket refund procedures. Refunds will be made at the outlet location of purchase only.

J. Any deviation or changes to the stated regulations must be approved by the Civic Center Director.

#### **SECTION XII: POSTING BILLS**

A. The Lessee will not post or exhibit, nor allow to be posted or exhibited, signs,

advertisements, show bills, lithographs, posters or cards of any description, inside or in front of, or on any part of said building except upon the regular billboards provided by the Lessor therefore and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit to be given in the demised premises. Amounts and contents of Lessee's display advertising materials at the Civic Center shall be at the discretion of the Director.

B. The Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said Lessor, or its representatives.

### **SECTION XIII: PASSAGEWAYS**

A. The Lessee will permit no chair or movable seat to be or remain in the passageways, and will keep said passageways clear at all times.

B. No portion of the sidewalks, entries, passage, vestibules, halls, stairways, or access to public utilities or said building shall be obstructed by the Lessee, or used for any purpose other than for ingress to and from the demised premises. The doors, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, passages, also house-lighting attachments, shall not be covered or obstructed by the Lessee. The water closets or other water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers or other substance shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the Lessee.

### **SECTION XIV: REMOVAL OF PROPERTY**

A. All personal property, including rental items, brought into the Civic Center for any event must be dismantled and removed immediately following the event unless pre-approved by the Civic Center Director. Any personal property not removed shall become the property of the City of Daphne. The City of Daphne will hold all lost and found items for seven (7) days following the event. Thereafter, the City reserves the right to dispose of all unclaimed items. City of Daphne, Daphne Civic Center employees will be held harmless for any property approved by the Director to be left in the building or on Civic Center property. Approval must be made at least ten (10) working days prior to start of event. No exceptions will be made.

B. Civic Center employees, workers, volunteers, or any representative of the Civic Center cannot assist in the load-in, event set-up and/or load-out of any personal event or handle any personal property.

C. The Lessor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee, or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such article.

D. The Lessor reserves the right to remove from the building all effects remaining in building after time specified at the expense of the Lessee or to charge the daily rental as shown on

the current Civic Center rate sheet for the area in which the effects have been left or stored.

**SECTION XV: BUILDING DEPARTURE**

Lessee shall agree that the music would be stopped, all bars must be closed and the building must be cleared at the ending time stated on the contract. If the Lessee goes over stated time on contract the Lessee will be charged with additional rental that must be paid at the time that the function goes over the ending time as is stated on the contract.

**SECTION XVI: WAIVED FEES**

All requests for waived fees must be sent in writing and addressed to the Civic Center Director. The Director will forward all requests to the Mayor, who shall have the final decision.

**SECTION XVII: RENTAL FEES**

A. Daphne Civic Center Minimum Rental Fees and hourly rates shall start as listed below:

Entire Facility:	\$1,250.00+\$375.00 cleaning fee
Exhibit Hall w/ Stage:	\$565.00 + \$250.00 cleaning fee
(Exhibit Hall w/ Stage 2 Dressing Rooms):	\$690.00 + \$250.00 cleaning fee
The Wisteria Reception Hall & North Gallery:	\$345.00 + \$250.00 cleaning fee
North Gallery:	\$65.00 + \$65.00 cleaning fee
South Gallery:	\$65.00 + \$65.00 cleaning fee
The Willow:	\$190.00 + \$65.00 cleaning fee
Kitchen:	\$220.00 + \$100.00 cleaning fee
Greenroom:	\$250.00 + \$65.00 cleaning fee
Greenroom/Dressing Room 2:	\$300.00 + \$125.00 cleaning fee
Greenroom/Dressing Room 2 & Stage:	\$375.00 + \$250.00 cleaning fee
Greenroom/Dressing Room 1, 2 & Stage:	\$425.00 + \$250.00 cleaning fee
Parking Lot	\$25.00 per displayed vehicle

B. In addition to the base rental fees the following hourly rates shall apply: \$20.00 per hour for each hour of usage with a minimum of 4 hours required and \$50.00 per hour of usage for all holidays. The Director shall maintain an updated list of rental items which is to be treated as part of this Ordinance's fee schedule.

C. Lease rates for the Daphne Civic Center are based on the prevailing rates as set forth in this Ordinance. In addition to the base rental fees, depending on each events setup and needs to have a successful event, an additional labor fee may be required. This fee is at the discretion of the Civic Center Director and will be presented to lessee prior to the execution of

D. The City shall apply rental proceeds to the operating requirements of the facility.

E. Lessee shall not split rental hours.

F. Lessee shall pay a \$300.00 refundable damage deposit. The damage deposit will be refunded after the facility is inspected by Civic Center personnel and no damage is found. Any additional damage charges over \$300.00 will be charged to the lessee.

G. If children are present during event, they must be supervised at all times and for safety/security reasons, should remain with parents or guardians. Children will not be allowed in any non-rental or off-limit areas. Any damaged or broken items caused from lack of supervision will be the Lessee's responsibility.

H. Any event having 500+ attendees will be required to pay an additional cleaning fee of \$300.00.

### **SECTION XVIII: CANCELLATIONS**

Cancellations must be in writing, dated and signed by the Lessee. Reimbursements for cancelled events will be refunded as follows: 75% refund for cancellations received at least 9 months prior to the day of start of event; 50% refund for cancellations received at least 6 months prior to the day of start of event; no refunds will be made for cancellations received under 6 months prior to the day of start of event. Any exceptions to this rule must be approved by the Buildings and Property committee. \*\*Should Daphne Civic Center be able to book another event of equal or greater economic value, then 100% refund will be issued. Refunds will be issued by check.

### **SECTION XIX: CLEANING FEES**

Cleaning fees are mandatory and are based on the prevailing rates as prescribed in this ordinance. Any event having 500+ attendees will be required to pay an additional cleaning fee of \$300.00.

### **SECTION XX: SECURITY (FIRE/POLICE)**

A. The City of Daphne Police Department and Fire Department reserve the right to determine the appropriate amount of security and fire protection needed for any and all events held at the Daphne Civic Center. The Lessee shall provide security and/or fire protection if it is determined necessary for any event. If security and/or fire protection is required, it must be obtained through the City of Daphne Police Department and the City of Daphne Fire Department no later than fourteen (14) days prior to an event. If the Lessee fails to provide the required security or fire protection, a fine of \$300.00 shall be imposed and the relation of the landlord and tenant at the option of Lessor shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired. The Lessor may re-enter the said premises and hold the same as of its former estate, remove all persons therefrom, and resort to any legal proceedings to obtain such possession.

B. The Lessor reserves the right through its Director or his/her representatives to eject any

objectionable person or persons from said building, and upon the exercise of this authority through its Director, agents or policemen, the Lessee hereby waives any rights and all claims for damages against the Management.

C. The Lessee shall not, without written consent of the Lessor, put up or operate any engine or motor machinery on the demised premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than natural gas or electricity for illuminating the demised premises.

D. Should an event require security, then Lessee shall comply with Ala. Code § 6-5-338 (1975) by the purchasing of general liability insurance in the amount of \$100,000.00 per off-duty officer.

### **SECTION XXI: ALCOHOL/BEVERAGE**

A. Consumption of alcohol will be allowed inside the facility only during the time of function. No Alcohol/beverages shall be allowed on the dance floor at any time. Consumption of alcohol is not allowed in the parking lot or on the grounds of the facility. The City of Daphne is not liable for accidents, deaths, or injuries that may occur as a result of the consumption of alcohol.

B. The Lessee shall be fined three hundred dollars (\$300.00) by the City of Daphne for violation by Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee per occurrence.

C. No Alcohol shall be "SOLD" on the grounds or inside of the Daphne Civic Center without proper permits or license.

D. Distribution of alcohol is to be made in one of the following forms:

- a. Alcohol and/or all mixers may be brought by attendees and checked at the door where a bartender (hired by Lessee) will distribute alcohol for the duration of the event. Said bartender must be 21 years of age or older and must possess any and all then applicable licensing pursuant to local, state, and federal law.
- b. An event may contract with a licensed caterer for said event to set up cash bar or distribute alcohol. A licensed caterer is one that has purchased the requisite host liquor liability insurance, a City of Daphne business license, and attained all requisite alcohol licensing.

E. Should an event have alcohol, host liquor liability insurance in a minimum amount of \$1,000,000.00 must be purchased. All insurance certificates and proof of requisite licensing must be on file at least 14 days prior to the event.

F. Alcohol shall not be served or sold to anyone under 21 years of age.

G. Appropriate police action will be taken against any person deemed to be intoxicated and posing a danger to himself or others.

H. A list of bartenders and/or caterers possessing additional voluntary certifications(s), provided through alcoholic beverage distributors for the serving of alcoholic beverages, may be provided by the Civic Center upon request.

#### **SECTION XXII: SMOKING**

ALL CITY OF DAPHNE BUILDINGS ARE SMOKE FREE 20 FEET FROM ANY AND ALL ENTRANCES. There will be no smoking in the Daphne Civic Center. A fine of three hundred dollars (\$300.00) shall be imposed per occurrence by the City of Daphne. A three hundred dollar (\$300.00) cleaning fine shall be imposed on the Lessee if smoking has occurred in the Daphne Civic Center.

#### **SECTION XXIII: PETS**

No pets allowed inside the facility other than those for the express use by disabled persons, or by permission of the Civic Center Director.

#### **SECTION XXIV: BUILDING ACCESS**

The City will provide reasonable access according to the Americans with Disabilities Act.

#### **SECTION XXV: THEFT**

The City of Daphne is not responsible for theft of property on the grounds of the Daphne Civic Center, in automobiles, in the facility or any other structure on the property.

#### **SECTION XXVI: HEAVY METAL/RAP/ALTERNATIVE CONCERTS**

A. The City of Daphne has set forth the following guidelines to establish rules and regulations for Heavy Metal, Rap, and Alternative concerts in effort to provide a safe and enjoyable concert experience for attendees.

B. The Daphne City Council must approve all heavy metal, rap, and alternative concerts prior to the concert booking. The Buildings and Property Committee will determine if a concert is Alternative. The following are necessary:

- 1 . Names of all artists to appear must be provided to the Civic Center Director.
2. Date of the event and ticket information must be provided to the Civic Center Director.
3. A letter stating that approved security and fire arrangements have been made for the concert from the Daphne Police Department and Daphne Fire Department must be presented to the Civic Center Director. All special effects must be approved by the Fire Marshal and a letter stating this information must be provided to the Director.
4. A letter of approval must be obtained from the Civic Center Director and presented to the Buildings and Property Committee along with the above listed documentation. The Buildings

and Property Committee will make recommendation to the full City Council. The Civic Center Director shall provide the Council's approval or disapproval to the proposed Lessee.

5. A security bond or deposit may be required for potential damages. If required, the bond or deposit must be presented to the Director no later than thirty (30) days prior to the event.

6. A five hundred-dollar cleaning fee may be required.

7. The promoter must obtain a public liability and property damage policy in an amount not less than \$3,000,000. The policy must be written by an insurance company licensed to do business in the State of Alabama and having a minimum rating of A- in the current issue of the A. M. Best Manual. The policy must name the City of Daphne and the Daphne Civic Center as additional insured. This certificate must be presented to the Director at least thirty (30) days prior to the scheduled concert.

8. If required by the State of Alabama, a promoter must obtain Liquor Liability Insurance in an amount not less than \$1,000,000 and must list the City of Daphne, Daphne Civic Center as additional insured on the policy. Proof of this policy must be presented to the sales office not less than one week prior of the event.

9. House lights are not allowed to go dark. A minimum of 20% of house lights must be on at all times.

10. An addendum may be required to the contract if any of the performing acts have a history of performing songs or making statements that are considered by the Daphne City Council to incite or provoke violence by the audience.

11. Other rules and regulations as deemed necessary by the Director, Buildings and Property Committee, or Daphne City Council may apply.

#### **SECTION XXVII: SOUND EQUIPMENT**

A. The Lessor shall not be responsible for any damage or injury that may occur from the result of sound, lighting, or electrical equipment being utilized by the Lessee, Lessee's agent, employees, or, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.

B. Any damage to the City of Daphne, Civic Center sound, lighting, or electrical equipment shall be at the expense of the Lessee when Lessee utilizes said equipment or services. Civic Center personnel, The City of Daphne Police Department, or any authorized city employee can request that the Lessee or their agents desist from utilizing city property at any time.

C. The Civic Center must be notified of all sound and lighting requirements at least fourteen (14) days prior to the event.

**SECTION XXVIII: FEE WAIVERS**

A. The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. All bookings are on a first come first serve basis.

**1. DAPHNE CIVIC CENTER REDUCED RATE PROGRAM MONDAY, TUESDAY & WEDNESDAY**

(a) This program will apply to all with the following exceptions. This program excludes paid concerts, all for profit events, Mardi Gras balls/meetings and fund raising events. These events will pay full fare.

All rental items remain the same. The reduced rate will consist of half rate for the base rental fee. The cleaning fee will remain the same. The booking includes four (4) hours of usage and must be between the hours of 7:00 a.m. - 5:00 p.m. Any usage over four (4) hours and any hours used after 5:00 p.m. will be charged an additional \$20.00 per hour. If requested, the City of Daphne, Daphne Civic Center shall be listed as a Sponsor of the event. Any Monday, Tuesday, or Wednesday that is a holiday or city holiday will be charged all regular holiday rates.

All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves: the right to deny any group or organization usage of these provisions.

**2. DAPHNE CIVIC CENTER REDUCED RATE PROGRAM (CIVIC GROUPS AND NOT FOR PROFITS - 501-C3 MONDAY, TUESDAY & WEDNESDAY)**

(b) This program will apply to all civic groups that are not for profit and have a 501-C3 status. Proof of this status is required. This program excludes paid concerts, all for profit events, and fund raising events. These events will pay full fare ~ All rental items remain the same. The reduced rate will consist of a waived base fee, full rate on cleaning fees, and a \$20.00 per hour charge. Any Monday, Tuesday, or Wednesday booking that is a holiday or city holiday will be charged all regular holiday rates. If requested, the City of Daphne, Daphne Civic Center shall be listed as a Sponsor of the event. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group or organization usage of these provisions. All groups utilizing this reduced rate program must use the facility between 8:00 am to 10:00 p.m. All groups that have not left the facility by 10:00 p.m. will be charged all regular rates.

**3. CITY OF DAPHNE DEPARTMENTS FOR CONDUCTING CITY BUSINESS.**

(a) The City of Daphne encourages all City Departments to utilize the Daphne Civic Center for your entire department booking needs. For tracking purposes all City departments must estimate their projected bookings for the Civic Center and budget all fees, rental items, cleaning fees, and per hour charges needed at regular rates for their facility functions. The department may submit in writing to the Director a

event, time of day and year and day of week. The approval of this request will be at the discretion of the Director and/or Mayor. Invoices will be routed from the Civic Center to the Finance Department for journal entry after each event. The Finance Department will notify the Civic Center sales office when the journal entry is complete and make report to the Buildings and Property Committee at the monthly meeting.

#### 4. CITY EMPLOYEES FOR PERSONAL BUSINESS

(a) Current City of Daphne employees will be entitled to a 20% discount off of base rental rates only for events that the employee is hosting. This discount is not applicable for family or friends, only the employee him/herself. All rules, guidelines and all other fees of this ordinance apply. The employee must make a request in writing which should include type of event, day and time. The approval of this request will be at the discretion of the Director and/or Mayor. Should for any reason the employee violate the guidelines mentioned above, said employee will not be entitled to this benefit in the future and will be responsible for full base rental rate which will be deducted from damage fee or billed with additional damage fee.

#### **SECTION XXIX: BOOKING POLICY - ALL OTHER GROUPS**

If an organization or group desires to book the same date continually, year after year, such organizations must submit a letter to the Director making such request listing the exact dates and years that the organization is requesting and all facility needs. All base fees must be paid in advance for the first two consecutive years. At the end of the second year a new request must be made in writing and delivered to the sales department of the Civic Center no later than 7 days after the second year event for the following two years, along with the fees for the next two years. Future bookings will also be secured using the same guidelines. All bookings are on a first come first serve basis.

#### **SECTION XXX: PENALTY**

A. 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) no more than five hundred dollars (\$500.00), or by imprisonment for a period not exceeding six (6) months, or both, at the discretion of the Municipal Judge.

B. This Ordinance shall also be subject to enforcement by the issuance of a summons and complaint.

#### **SECTION XXXI: REPEALER**

Ordinance Nos. 2004-20 and 2010-49 are hereby repealed in their 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.

**SECTION XXXII: 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 the 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 XXXII: EFFECTIVE DATE**

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

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this the \_\_\_\_ day of \_\_\_\_, 2014.**

\_\_\_\_\_  
**Dane Haygood,**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca A. Hayes, City Clerk**

**CITY OF DAPHNE**  
**ORDINANCE NO. 20114-08**

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**AN ORDINANCE TO REPEAL ORDINANCE NOS. ~~201104-0820 & 2010-49~~ AND ESTABLISHING RULES, REGULATIONS, RATES AND A LEASE AGREEMENT FOR THE RENTAL OF THE DAPHNE CIVIC CENTER**

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**WHEREAS**, the City Council of the City of Daphne desires that all citizens of the City of Daphne and guests thereof be able to peaceably use and enjoy the Daphne Civic Center; and,

**WHEREAS**, the City Council of the City of Daphne desires to promote the health and safety of the citizens of the City of Daphne by providing rental schedules, rules, regulations and a lease agreement for the rental of the Daphne Civic Center; and,

**WHEREAS**, the mission statement of the City of Daphne, Daphne Civic Center, as established by the Mayor and City Council is as follows:

"The Daphne Civic Center will strive to promote a high quality of life, to enhance the spiritual, social, and moral well being of each citizen and visitor, to promote community awareness and serve as a vehicle for total community enjoyment"; and,

**WHEREAS**, changes in policy have mandated the repealing of the preceding Ordinance establishing rules, regulations, rates, and a lease agreement for the rental of the Daphne Civic Center,

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

**SECTION I. DEFINITIONS**

A. For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely derived.

1. Lessor: The City of Daphne and Daphne Civic Center.
2. Lessee: Signer of City of Daphne Civic Center Lease Agreement.

3. Facility: Daphne Civic Center.
4. Event: The purpose for which facility is leased.

**SECTION II: RULES AND REGULATIONS-GENERAL**

A. The Director is authorized to execute on behalf of the City of Daphne, the City of Daphne Civic Center lease agreement as approved by the City Council. The following rules apply.

1. Governmental functions will take precedence over all other functions. All other reservations are on a first come first serve basis.
2. The Lease agreement must be executed by persons 21 years of age or older and the lessee must be in attendance at the event.
3. Dates will not be considered "booked" prior to the completion of a City of Daphne, Daphne Civic Center Lease Agreement and payment of applicable fees.
4. The performance of this Agreement shall terminate without liability upon the occurrence of any circumstance beyond the control of Lessor – such as acts of God, fire, storm, pestilence, war, terrorism, disaster, Federal regulations, strikes, civil disorder, criminal acts, curtailment of transportation facilities or any other casualty or unforeseen occurrence – to the extent that such circumstances make it illegal or impossible to provide or use of the facilities. Notice may be provided by Lessor at the earliest practicable time however is not required to absolve Lessor of liability under this paragraph. ~~In case the facility, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the lease by the Lessor impossible, then and thereupon the lease shall terminate, and the~~ Lessee shall pay rental for said premises only up to the time of such termination, at the rate specified on the Lease Agreement and the said Lessee waives any claim for damages or compensation should the lease be so terminated. Should termination due to unforeseen events as described above occur prior to any actual use of the facility, Lessee shall be refunded all reservation fees that have not been obligated by Lessor.
5. City personnel will inspect the facility after each event. If damage is found, lessee will be notified of charges to be deducted from damage deposit or of additional charges beyond damage deposit.
6. Garbage cans, trash bags, rest room supplies, and outside trash receptacles will be supplied for Lessee use with the exception of Mardi Gras groups, or other large groups as determined by the Director. Additional garbage fees may apply.
7. City functions must portray the City of Daphne in the best light for the good and benefit of the citizens of Daphne.

8. Additional services and/or equipment (other than those specified at the time of lease) which may be requested and utilized will be additionally charged based on Daphne Civic Center prevailing rates.

9. Security, firefighters and other personnel will be charged at the prevailing rates per hour. Lessee is responsible for making necessary arrangements.

10. Arrangements must be confirmed at least fourteen (14) days in advance of an event so as to schedule the personnel, equipment and services required.

11. The Lessor requires that only trained city personnel use and handle Civic Center equipment during events and set-ups.

12. The Lessee is charged with the responsibility of paying all applicable City, County, and State sales tax on admissions and sales at the Civic Center as well as applicable license fees.

13. All fees shall be paid 14 (fourteen) days prior to the event. Exceptions may be made for State, County, and those approved by the Director.

14. Lessee agrees to pay for all fees in lawful money of the United States of America, cashiers check, personal checks, or company checks at the Sales Office of the Daphne Civic Center. Lessee further agrees to pay said Lessor on demand any sum which may be due to said Lessor for additional services and/or accommodation for material furnished or provided to said Lessee.

15. The Lessee will comply with all laws of the United States, and of the State of Alabama, all ordinances of the City of Daphne, Alabama and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Daphne, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done, anything on said premises during the term of the lease in violation of any such laws, ordinances, rules or requirements, and if Lessor calls any such violation to the attention of the Lessee, or any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation. Lessee will provide Lessor with a copy of all applicable permits and licenses 14 days in advance of start of event.

16. No performance, exhibition or entertainment shall be given or held on said demised premises, which shall be objected to by the Lessor.

17. The City of Daphne, Daphne Civic Center, employees, or agents shall not be responsible for any misrepresentation of or failure to perform by any promoter, agent, group, or act that is not booked by the City of Daphne or Daphne Civic Center.

18. LESSEE, IN CONSIDERATION OF THE EXECUTION BY LESSOR OF THE LEASE AGREEMENT REPRESENTS AND GUARANTEES TO LESSOR THAT PERFORMERS BY THEIR SPEECH, SONG, MUSIC, CONDUCT, OR MANNER WILL NOT VIOLATE OR INCITE OTHERS TO VIOLATE ANY STATUTE, LAW, ORDINANCE, RULE, REGULATION OR ORDER OF ANY FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.

a) If performers speak, sing, play, perform or otherwise act in any manner which shall cause Lessor or any person, organization, or authority whose duty it is to enforce any such statute, law, ordinance, rule, regulation, or order to maintain public safety on the premises, think that performers have violated or incited others to violate any such statute, law, ordinance, rule, regulation, or order, the Lessor shall have the absolute right in its sole discretion to terminate the performance in progress and, regardless of whether the performance is terminated, to delay and withhold payment and settlement of all accounts and funds related to money collected or received by Lessor under this agreement until completion of an investigation relating to any incident thought to be such a violation. Lessee agrees to hold Lessor harmless from any and all damages suffered or sustained by reason of the termination of any performance and will defend any suit instituted against Lessor arising out of such termination at Lessee's expense, all in addition to the remedies otherwise given Lessor herein.

b) If upon completion of the investigation Lessor concludes that performers have violated and/or incited others to violate any such statute, law, ordinance, rule, regulation or order, then Lessee shall be deemed to have committed material breach of the Lease Agreement, for which breach Lessee shall be liable to the Lessor. The Lessee and the Lessor hereto acknowledge and agree that it will be impossible to measure actual damages to premises as the result of a breach of this agreement arising out of a violation or incitement of others to violate any statute, law, ordinance, rule, regulation or order as aforesaid, and therefore, the parties have agreed to the sum of \$5,000.00 as liquidated damages and not as a penalty, which amount Lessee hereby authorizes Lessor to deduct from any accounts or funds held or received by Lessor prior to any payment to Lessee if monies are due or Lessee agrees to pay Lessor the agreed sum of \$5,000.00 as stated above or pay the actual damage amount which will be determined after inspection and or repair of damage.

19. The Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Fire Marshal in this respect shall be final. The Daphne Civic Center Director and their agents shall maintain an updated occupancy table with limits pursuant to City of Daphne Fire Marshal's regulations which is to be treated as part of this Ordinance.

20. In rendering said space to the Lessee; the Lessor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of the same. The City of Daphne and the Daphne Civic Center, their agents, and their employees may enter said building and all the demised premises, at any time and on any occasion in performance of their duties and responsibilities.

21. The Lessee agrees to pay reasonable attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after said rental or service charge is past due.

22. The Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

23. The Lessee shall not assign the lease, nor suffer any use of said premises, other than specified, nor subject the same premises or any part thereof, without the written consent of the Lessor.

24. The Lessee waives all right under the Constitution and laws of the State of Alabama or any other state to claim personal property exempt as against any liability, debt or obligation arising under the contract.

25. Lessee shall make all necessary arrangements with the union business agents of all trades involved in their presentation of their event.

26. The Civic Center and the keys thereto shall be at all times under the charge and control of the Civic Center Personnel. All exceptions must be approved by the Director.

27. That Lessee shall agree that if any default is made in the payment of the rent or any part thereof or if any default is made in the covenant or agreement the letting and the relation of landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respect as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Lessee shall notwithstanding such reenter and must pay the full amount of said lease for the facility, services, and any usage fees as herein agreed to be paid.

28. The Lessor shall not be responsible for any damage or injury that may happen to the lessee, or the Lessee's agent, employees, property, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.

29. That in the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodations and sole benefit of the Lessee, and that as to such receipts, and funds the Lessor shall be responsible only for gross neglect or bad faith.

30. Any matters not expressly provided for shall be in the discretion of the City of Daphne Mayor, City Council and/or Civic Center Director.

31. That all terms and conditions of the written lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually

signed by the duly authorized agent or agents who executed the lease. See attached Lease Agreement and information sheet which is incorporated by reference as if fully set forth herein.

32. The signed Lease Agreement will hold the City of Daphne and the Civic Center harmless and indemnify them against any claims or liability for compensation under the Alabama Workmen's Compensation law or similar laws arising out of injuries sustained by any employees of Lessee or of any contractor or subcontractor under Lessee.

33. Renters shall adhere to all signs posted at location.

34. The Mayor and/or his designee are authorized to promulgate and post rules and regulations at the facility which provide for proper operation and protect the health, safety, and welfare of persons attending events at the facility.

35. Lessee, Lessee's agent, employees, guests, or anyone entering the building that are under the supervision of the Lessee may not move or remove any City owned decorations or property in the facility. Doing so will be in violation of said ordinance and may incur additional damage fees.

36. Lessor reserves the right to refuse to lease to any person, group or organization known to willfully violate any provisions of this ordinance.

### **SECTION III: ADVERTISING**

A. All advertising will be straight forward, accurate, true and when admission is charged, must state the total admission prices. Advertising of any event or the appearance of any performer, selling of tickets, acquiring sponsorships, selling of tradeshow booths or the like is prohibited until all contracts between all parties involved have been properly executed and exhibited to the Director.

B. All advertising with reference to the Daphne Civic Center and use of the City of Daphne Civic Center logo(s) by city departments or otherwise must be approved by the Director of the Daphne Civic Center prior to usage.

### **SECTION IV: COPYRIGHT**

Lessee/Artist/Promoter warrants at the signing of the Lease Agreement that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the City of Daphne and the Daphne Civic Center harmless from any and all claims, losses or expenses incurred with regard thereto.

### **SECTION V: CONCESSION**

The Lessor relinquishes all food and beverage concession rights to the Lessee. All City, County, and State taxes and fees apply.

## SECTION VI: DECORATIONS

A. The Lessor requires that all decorations, signs, and posters must be coordinated with Civic Center personnel prior to placing or erecting in the Civic Center building or on facility grounds.

B. All decorations must be free standing. No nails, tacks, brackets, glue or self-adhesive tape or any other similar items will be allowed on or in the walls, ceilings, floors or any material that will deface, mar, or damage a finish. ANY SUCH DAMAGE MAY RESULT IN AN EXTRA CHARGE FOR DAMAGES AND WILL BE THE RESPONSIBILITY OF THE LESSEE. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels) or the like will be thrown or used for decoration inside or outside the facility. All candles must be self-contained. If any of these items are found on the floor, additional clean-up/damage fees will be imposed on Lessee.

C. Combustible decorative materials such as, but not limited to, cotton batting, paper, foam plastics, cloth, vegetation, moss straw, hay, vines, split bamboo, leaves and similar material shall not be used in the facility unless materials are flame resistant or have been treated with a fire retardant coating. The classification of fire retardant coatings shall apply only when the coating is applied at the rates of coverage and to the type or kind of surfaces indicated on the test report when the coating is applied in accordance with the manufacturer's directions supplied with the container. These coatings shall be applied in accordance with the manufacturer's direction. The applications shall be certified by the applicator as being in conformance with the manufacturer's direction for application. A flame test will be done on the material before being approved by the Fire Official. **WARNING!!!!** You are advised to contact the Daphne Fire Marshal for approval of decorations at least fourteen (14) days prior to your event. Decorations not meeting the Fire Marshal's approval will not be allowed in the facility. Lessee must present in writing to Lessor the approval from the Fire Marshal which will be kept on file.

## **SECTION VII: FLOOR PLANS**

The Lessee shall file with the Sales Assistant or Event Assistant at least fourteen (14) days prior to the occurrence of the event for which this agreement is issued, a full and detailed outline of all facilities required, stage, sound, and electrical requirements, table and chair set-up, and such other information as may be required by the Director for planning, staging and preparation for such event. The number of attendees is to be included on the Daphne Civic Center Lease Agreement.

## **SECTION VIII: INSURANCE**

A. By the acceptance of the lease agreement the Lessee covenants to indemnify, save and keep free and harmless the City of Daphne, its officers and employees, from and against any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the City, its officers or employees, or any of them, may sustain or incur, or that may be imposed upon them, or any damages to property arising out of, connected with or attributable to the use and occupancy of the facility by Lessee. Lessee agrees to pay for any damage to the facility and for any damage to or loss of any City property resulting from the occupancy of said facility by Lessee or resulting from the conduct or actions of Lessee, its agents or employees, or any person, or person's participation in or attending the event during Lessee's occupancy.

B. Simultaneously with the acceptance of this lease and as a condition precedent to the effectiveness hereof, Lessee shall procure and maintain, in full force, and effect during Lessee's occupancy of the facility, and during the term of this permit, a policy of public liability and property damage insurance from a reliable insurance company authorized to transact business in the State of Alabama. The insurance company must have a minimum rating of A- in the current issue of the A. M. Best Manual. The Lessee, the City, and its officers and employees shall be named co-insured in said policy and the policy shall cover the insured's against whom claim is or may be, in the same manner as if separate policies had been issued to each. Said policy shall contain not less than the following limits of liability:

\$1,000,000.00 combined single limit per occurrence. (Bodily injury and property damage)

C. If the proposed use or occupancy by Lessee is such as to present a high degree of exposure to bodily injury or property damage, the Director may, in his/her discretion require higher limits of bodily injury and/or damage insurance.

D. The policy shall provide that the same shall not be cancelled prior to the termination of this lease until the Director shall have received a ten-day written notice of such proposed cancellation. Said policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the declarations, and if the City, its officers and employees have other insurance against a loss covered by said policy, that such other insurance shall be excess insurance only.

E. Lessee shall, coincidentally with the acceptance of this lease, deliver said policy of insurance, or certified photo static copy thereof, to the Director. Said policy shall be approved by the Director as to sufficiency.

F. The signed Lease Agreement shall hold the City of Daphne and the Daphne Civic Center harmless and indemnify them against any claims or liability arising or resulting from any injury to any visitor, spectator or participant in any activity in any part or portion of the Civic Center, regardless of entrance gained to said Civic Center whether by paid admissions, by pass issued by Lessee or Lessor or by any unlawful admission gained without knowledge of Lessor or Lessee. To indemnify Lessor as herein provided, Lessee shall carry public liability insurance with the coverage and the amount thereof to be specified and approved by the Director of the Civic Center with Lessee to furnish Lessor with a certificate of insurance or other satisfactory evidence of compliance with this requirement prior to commencement of Lessee's event. This insurance requirement may be waived depending on circumstances.

G. Upon approval of said policy, the same shall be filed with the Director or designee. After said policy has been so approved the Lessee shall file with the City a certificate of insurance issued by an insurance carrier certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the permit are covered thereby. In lieu of the presentation of the original policy, or of a certified photo static copy thereof, the Lessee may file a certificate of insurance to which is attached an endorsement in a form approved by the City Attorney. The endorsement shall provide that liability assumed by Lessee under this permit is covered by the policy, that the City, its officers, and employees, are named insured under said policy, and that in event of anyone of the insured's incurring liability to any other of the insured's, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies have been issued to each, and that said insurance is primary insurance as set forth hereinabove. The endorsement shall also provide that the policy shall not be cancelled prior to the termination of the permit or until the Director shall have received a ten-day notice~ in writing of such proposed cancellation and that such endorsement controls over all other provisions of the policy, or endorsements thereto, which are inconsistent therewith. Lessee shall be responsible for all insurance deductibles.

H. Liquor Liability Insurance must be obtained in an amount not less than \$1,000,000 and the City of Daphne, Daphne Civic Center must be listed as additional insured on the policy. Proof of this policy must be presented to the sales office not less than fourteen (14) days prior of the event.

I. Proof of all policies applicable must be presented to the Daphne Civic Center Sales Assistant not less than 14 days prior to event.

## **SECTION IX: INVENTORY**

Facility inventory will not be loaned or permitted to be removed from the premises. These items include but are not limited to chairs, tables, podiums, audiovisual equipment, kitchen equipment, plants, decorations, or displays. The City of Daphne shall impose a fine of three hundred dollars (\$300.00) for each violation in addition to a charge for damage.

## **SECTION X: DEFACING OF PROPERTY**

A. The Lessee will not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured,

marred or defaced, and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building, and will not make, or allow to be made, any alterations of any kind therein. Glue hooks or tacky putty will not be permitted (contact Civic Center Sales Assistant for suggestions).

B. No decorations shall be placed in or on the building, nor shall any devices or signs be supported by any means on wall or woodwork without the consent of the Sales Agent. Sets, scenery, exhibit material, et cetera, shall be of flameproof material and conform to the Fire Prevention code of the City of Daphne.

C. If said premises, or any portion of said building, during the term of the lease, shall be damaged by the act, default or negligence of the Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee, or unlawful admission gained, LESSEE WILL PAY TO THE LESSOR UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID PREMISES TO THEIR ORIGINAL CONDITION. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of the said Lessee, or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient Police and Fire Personnel to maintain order and protect persons and property. Daphne Police and Fire Personnel will be provided at the expense of the Lessee. In addition, the City of Daphne's fine of three hundred dollars (\$300.00) for Damage/Defacing City Property will be imposed.

**SECTION XI: TICKET OUTLET SALES/BOX OFFICE**

A. All ticketed events will be handled through the Daphne Civic Center Sales office unless otherwise stated by the Director. The basic Box Office charge will be 5% of all Gross Ticket Sales. Civic Center Box Office sales and services are the exclusive right of the City of Daphne Civic Center.

B. The Civic Center Ticket Office hours shall be 8:00 a.m. - 5:00 p.m., Monday through Friday.

C. All tickets must be sold at advertised prices and any deviation must be approved in writing by the Director.

D. All Moneys' collected for advance ticket sales must be paid in cash and are not be subject to 'draw' by the promoter until such time show time occurs, all specifications of the Civic Center Lease Agreement have been met and all funds have been collected which exceed Civic Center expenses therefore.

E. Final show settlement payment will not be made until the final act has been on the stage at least 20 minutes and all box office transactions have been completed as well as all contractual agreements.

F. All tickets purchased must be paid for in cash. The Director shall notify the Lessee if other payment plans are permissible.

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G. Back stage passes will only be accepted for admission of entertainers, stage crews and

business associates, and must be dated with the day and date of performance. These passes will be honored at the back stage door only and will not be admitted through regular ticket gates.

H. Civic Center management will deal only with the individual who negotiated the contract or their duly authorized representative's with regards to box office transactions, show settlement, and facility usage.

I. In the event of show cancellation, the Civic Center Director reserves the right to determine the ticket refund procedures. Refunds will be made at the outlet location of purchase only.

J. Any deviation or changes to the stated regulations must be approved by the Civic Center Director.

## **SECTION XII: POSTING BILLS**

A. The Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front of, or on any part of said building except upon the regular billboards provided by the Lessor therefore and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit to be given in the demised premises. Amounts and contents of Lessee's display advertising materials at the Civic Center shall be at the discretion of the Director.

B. The Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said Lessor, or its representatives.

## **SECTION XIII: PASSAGEWAYS**

A. The Lessee will permit no chair or movable seat to be or remain in the passageways, and will keep said passageways clear at all times.

B. No portion of the sidewalks, entries, passage, vestibules, halls, stairways, or access to public utilities or said building shall be obstructed by the Lessee, or used for any purpose other than for ingress to and from the demised premises. The doors, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, passages, also house-lighting attachments, shall not be covered or obstructed by the Lessee. The water closets or other water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers or other substance shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the Lessee.

## **SECTION XIV: REMOVAL OF PROPERTY**

A. All personal property, including rental items, brought into the Civic Center for any event must be dismantled and removed immediately following the event unless pre-approved by the Civic Center Director. Any personal property not removed shall become the property of the City of Daphne. The City of Daphne will hold all lost and found items for seven (7) days following

the event. Thereafter, the City reserves the right to dispose of all unclaimed items. City of Daphne, Daphne Civic Center employees will be held harmless for any property approved by the Director to be left in the building or on Civic Center property. Approval must be made at least ten (10) working days prior to start of event. No exceptions will be made.

B. Civic Center employees, workers, volunteers, or any representative of the Civic Center cannot assist in the load-in, event set-up and/or load-out of any personal event or handle any personal property.

C. The Lessor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee, or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such article.

D. The Lessor reserves the right to remove from the building all effects remaining in building after time specified at the expense of the Lessee or to charge the daily rental as shown on the current Civic Center rate sheet for the area in which the effects have been left or stored.

#### **SECTION XV: BUILDING DEPARTURE**

Lessee shall agree that the music would be stopped, all bars must be closed and the building must be cleared at the ending time stated on the contract. If the Lessee goes over stated time on contract the Lessee will be charged with additional rental that must be paid at the time that the function goes over the ending time as is stated on the contract.

#### **SECTION XVI: WAIVED FEES**

All requests for waived fees must be sent in writing and addressed to the Civic Center Director. The Director will forward all requests to the Mayor, who shall have the final decision.

#### **SECTION XVII: RENTAL FEES**

A. Daphne Civic Center Minimum Rental Fees and hourly rates shall start as listed below:

Entire Facility:	\$1,250.00+\$375.00 cleaning fee
Exhibit Hall w/ Stage: (Exhibit Hall w/ Stage 2 Dressing Rooms):	\$565.00 + \$250.00 cleaning fee
The Wisteria Reception Hall & North Gallery:	\$690.00 + \$250.00 cleaning fee
North Gallery:	\$345.00 + \$250.00 cleaning fee
South Gallery:	\$65.00 + \$65.00 cleaning fee
The Willow:	\$65.00 + \$65.00 cleaning fee
Kitchen:	\$190.00 + \$65.00 cleaning fee
Greenroom:	\$220.00 + \$100.00 cleaning fee
Greenroom/Dressing Room 2:	\$250.00 + \$65.00 cleaning fee
Greenroom/Dressing Room 3:	\$300.00+ \$125.00 cleaning fee

Greenroom/Dressing Room 2 & Stage:	\$375.00 + \$250.00 cleaning fee
Greenroom/Dressing Room 1, 2 & Stage:	\$425.00 + \$250.00 cleaning fee
Parking Lot	\$25.00 per displayed vehicle

B. In addition to the base rental fees the following hourly rates shall apply: \$20.00 per hour for each hour of usage with a minimum of 4 hours required and \$50.00 per hour of usage for all holidays. The Director shall maintain an updated list of rental items which is to be treated as part of this Ordinance's fee schedule.

C. Lease rates for the Daphne Civic Center are based on the prevailing rates as set forth in this Ordinance. In addition to the base rental fees, depending on each events setup and needs to have a successful event, an additional labor fee may be required. This fee is at the discretion of the Civic Center Director and will be presented to lessee prior to the execution of Civic Center contract.

D. The City shall apply rental proceeds to the operating requirements of the facility.

E. Lessee shall not split rental hours.

F. Lessee shall pay a \$300.00 refundable damage deposit. The damage deposit will be refunded after the facility is inspected by Civic Center personnel and no damage is found. Any additional damage charges over \$300.00 will be charged to the lessee.

G. If children are present during event, they must be supervised at all times and for safety/security reasons, should remain with parents or guardians. Children will not be allowed in any non-rental or off-limit areas. Any damaged or broken items caused from lack of supervision will be the Lessee's responsibility.

H. Any event having 500+ attendees will be required to pay an additional cleaning fee of \$300.00.

### **SECTION XVIII: CANCELLATIONS**

Cancellations must be in writing, dated and signed by the Lessee. Reimbursements for cancelled events will be refunded as follows: 75% refund for cancellations received at least 9 months prior to the day of start of event; 50% refund for cancellations received at least 6 months prior to the day of start of event; no refunds will be made for cancellations received under 6 months prior to the day of start of event. Any exceptions to this rule must be approved by the Buildings and Property committee. \*\*Should Daphne Civic Center be able to book another event of equal or greater economic value, then 100% refund will be issued. Refunds will be issued by check.

### **SECTION XIX: CLEANING FEES**

ordinance. Any event having 500+ attendees will be required to pay an additional cleaning fee of \$300.00.

**SECTION XX: SECURITY (FIRE/POLICE)**

A. The City of Daphne Police Department and Fire Department reserve the right to determine the appropriate amount of security and fire protection needed for any and all events held at the Daphne Civic Center. The Lessee shall provide security and/or fire protection if it is determined necessary for any event. If security and/or fire protection is required, it must be obtained through the City of Daphne Police Department and the City of Daphne Fire Department no later than fourteen (14) days prior to an event. If the Lessee fails to provide the required security or fire protection, a fine of \$300.00 shall be imposed and the relation of the landlord and tenant at the option of Lessor shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired. The Lessor may re-enter the said premises and hold the same as of its former estate, remove all persons therefrom, and resort to any legal proceedings to obtain such possession.

B. The Lessor reserves the right through its Director or his/her representatives to eject any objectionable person or persons from said building, and upon the exercise of this authority through its Director, agents or policemen, the Lessee hereby waives any rights and all claims for damages against the Management.

C. The Lessee shall not, without written consent of the Lessor, put up or operate any engine or motor machinery on the demised premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than natural gas or electricity for illuminating the demised premises.

D. Should an event require security, then Lessee shall comply with Ala. Code § 6-5-338 (1975) by the purchasing of general liability insurance in the amount of \$100,000.00 per off-duty officer.

**SECTION XXI: ALCOHOL/BEVERAGE**

A. Consumption of alcohol will be allowed inside the facility only during the time of function. No Alcohol/beverages shall be allowed on the dance floor at any time. Consumption of alcohol is not allowed in the parking lot or on the grounds of the facility. The City of Daphne is not liable for accidents, deaths, or injuries that may occur as a result of the consumption of alcohol.

B. The Lessee shall be fined three hundred dollars (\$300.00) by the City of Daphne for violation by Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee per occurrence.

C. No Alcohol shall be "SOLD" on the grounds or inside of the Daphne Civic Center without proper permits or license.

D. Distribution of alcohol is to be made in one of the following forms:

- a. Alcohol and/or all mixers may be brought by attendees and checked at the door where a bartender (hired by Lessee) will distribute alcohol for the duration of the event. Said bartender must be 21 years of age or older and

must possess any and all then applicable licensing pursuant to local, state, and federal law.

- b. An event may contract with a licensed caterer for said event to set up cash bar or distribute alcohol. A licensed caterer is one that has purchased the requisite host liquor liability insurance, a City of Daphne business license, and attained all requisite alcohol licensing.

E. Should an event have alcohol, host liquor liability insurance in a minimum amount of \$1,000,000.00 must be purchased. All insurance certificates and proof of requisite licensing must be on file at least 14 days prior to the event.

F. Alcohol shall not be served or sold to anyone under 21 years of age.

G. Appropriate police action will be taken against any person deemed to be intoxicated and posing a danger to himself or others.

H. A list of bartenders and/or caterers possessing additional voluntary certifications(s), provided through alcoholic beverage distributors for the serving of alcoholic beverages, may be provided by the Civic Center upon request.

#### **SECTION XXII: SMOKING**

ALL CITY OF DAPHNE BUILDINGS ARE SMOKE FREE 20 FEET FROM ANY AND ALL ENTRANCES. There will be no smoking in the Daphne Civic Center. A fine of three hundred dollars (\$300.00) shall be imposed per occurrence by the City of Daphne. A three hundred dollar (\$300.00) cleaning fine shall be imposed on the Lessee if smoking has occurred in the Daphne Civic Center.

#### **SECTION XXIII: PETS**

No pets allowed inside the facility other than those for the express use by disabled persons, or by permission of the Civic Center Director.

#### **SECTION XXIV: BUILDING ACCESS**

The City will provide reasonable access according to the Americans with Disabilities Act.

#### **SECTION XXV: THEFT**

The City of Daphne is not responsible for theft of property on the grounds of the Daphne Civic Center, in automobiles, in the facility or any other structure on the property.

#### **SECTION XXVI: HEAVY METAL/RAP/ALTERNATIVE CONCERTS**

A. The City of Daphne has set forth the following guidelines to establish rules and regulations for Heavy Metal, Rap, and Alternative concerts in effort to provide a safe and enjoyable concert experience for attendees.

B. The Daphne City Council must approve all heavy metal, rap, and alternative concerts prior to the concert booking. The Buildings and Property Committee will determine if a concert is Alternative. The following are necessary:

- 1 . Names of all artists to appear must be provided to the Civic Center Director.
2. Date of the event and ticket information must be provided to the Civic Center Director.
3. A letter stating that approved security and fire arrangements have been made for the concert from the Daphne Police Department and Daphne Fire Department must be presented to the Civic Center Director. All special effects must be approved by the Fire Marshal and a letter stating this information must be provided to the Director.
4. A letter of approval must be obtained from the Civic Center Director and presented to the Buildings and Property Committee along with the above listed documentation. The Buildings and Property Committee will make recommendation to the full City Council. The Civic Center Director shall provide the Council's approval or disapproval to the proposed Lessee.
5. A security bond or deposit may be required for potential damages. If required, the bond or deposit must be presented to the Director no later than thirty (30) days prior to the event.
6. A five hundred-dollar cleaning fee may be required.
7. The promoter must obtain a public liability and property damage policy in an amount not less than \$3,000,000. The policy must be written by an insurance company licensed to do business in the State of Alabama and having a minimum rating of A- in the current issue of the A. M. Best Manual. The policy must name the City of Daphne and the Daphne Civic Center as additional insured. This certificate must be presented to the Director at least thirty (30) days prior to the scheduled concert.
8. If required by the State of Alabama, a promoter must obtain Liquor Liability Insurance in an amount not less than \$1,000,000 and must list the City of Daphne, Daphne Civic Center as additional insured on the policy. Proof of this policy must be presented to the sales office not less than one week prior of the event.
9. House lights are not allowed to go dark. A minimum of 20% of house lights must be on at all times.
10. An addendum may be required to the contract if any of the performing acts have a history of performing songs or making statements that are considered by the Daphne City Council to incite or provoke violence by the audience.
11. Other rules and regulations as deemed necessary by the Director, Buildings and Property Committee, or Daphne City Council may apply.

## **SECTION XXVII: SOUND EQUIPMENT**

A. The Lessor shall not be responsible for any damage or injury that may occur from the result of sound, lighting, or electrical equipment being utilized by the Lessee, Lessee's agent, employees, or, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.

B. Any damage to the City of Daphne, Civic Center sound, lighting, or electrical equipment shall be at the expense of the Lessee when Lessee utilizes said equipment or services. Civic Center personnel, The City of Daphne Police Department, or any authorized city employee can request that the Lessee or their agents desist from utilizing city property at any time.

C. The Civic Center must be notified of all sound and lighting requirements at least fourteen (14) days prior to the event.

## **SECTION XXVIII: FEE WAIVERS**

A. The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. All bookings are on a first come first serve basis.

### **1. DAPHNE CIVIC CENTER REDUCED RATE PROGRAM MONDAY, TUESDAY & WEDNESDAY**

(a) This program will apply to all with the following exceptions. This program excludes paid concerts, all for profit events, Mardi Gras balls/meetings and fund raising events. These events will pay full fare.

All rental items remain the same. The reduced rate will consist of half rate for the base rental fee. The cleaning fee will remain the same. The booking includes four (4) hours of usage and must be between the hours of 7:00 a.m. - 5:00 p.m. Any usage over four (4) hours and any hours used after 5:00 p.m. will be charged an additional \$20.00 per hour. If requested, the City of Daphne, Daphne Civic Center shall be listed as a Sponsor of the event. Any Monday, Tuesday, or Wednesday that is a holiday or city holiday will be charged all regular holiday rates.

All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves: the right to deny any group or organization usage of these provisions.

### **2. DAPHNE CIVIC CENTER REDUCED RATE PROGRAM (CIVIC GROUPS AND NOT FOR PROFITS - 501-C3 MONDAY, TUESDAY & WEDNESDAY)**

(b) This program will apply to all civic groups that are not for profit and have a 501-C3 status. Proof of this status is required. This program excludes paid concerts, all for profit events, and fund raising events. These events will pay full fare ~ All rental items remain the same. The reduced rate will consist of a waived base fee, full rate on cleaning fees, and a \$20.00 per hour charge. Any Monday, Tuesday, or Wednesday booking that is a

holiday or city holiday will be charged all regular holiday rates. If requested, the City of Daphne, Daphne Civic Center shall be listed as a Sponsor of the event. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group or organization usage of these provisions. All groups utilizing this reduced rate program must use the facility between 8:00 am to 10:00 p.m. All groups that have not left the facility by 10:00 p.m. will be charged all regular rates.

3. CITY OF DAPHNE DEPARTMENTS FOR CONDUCTING CITY BUSINESS.

- (a) The City of Daphne encourages all City Departments to utilize the Daphne Civic Center for your entire department booking needs. For tracking purposes all City departments must estimate their projected bookings for the Civic Center and budget all fees, rental items, cleaning fees, and per hour charges needed at regular rates for their facility functions. The department may submit in writing to the Director a request to wave base rental fees only. The decision will be based on the criteria for event, time of day and year and day of week. The approval of this request will be at the discretion of the Director and/or Mayor. Invoices will be routed from the Civic Center to the Finance Department for journal entry after each event. The Finance Department will notify the Civic Center sales office when the journal entry is complete and make report to the Buildings and Property Committee at the monthly meeting.

4. CITY EMPLOYEES FOR PERSONAL BUSINESS

- (a) Current City of Daphne employees will be entitled to a 20% discount off of base rental rates only for events that the employee is hosting. This discount is not applicable for family or friends, only the employee him/herself. All rules, guidelines and all other fees of this ordinance apply. The employee must make a request in writing which should include type of event, day and time. The approval of this request will be at the discretion of the Director and/or Mayor. Should for any reason the employee violate the guidelines mentioned above, said employee will not be entitled to this benefit in the future and will be responsible for full base rental rate which will be deducted from damage fee or billed with additional damage fee.

**SECTION XXIX: BOOKING POLICY - ALL OTHER GROUPS**

If an organization or group desires to book the same date continually, year after year, such organizations must submit a letter to the Director making such request listing the exact dates and years that the organization is requesting and all facility needs. All base fees must be paid in advance for the first two consecutive years. At the end of the second year a new request must be made in writing and delivered to the sales department of the Civic Center no later than 7 days after the second year event for the following two years, along with the fees for the next two years. Future bookings will also be secured using the same guidelines. All bookings are on a first come first serve basis.

**SECTION XXX: PENALTY**

A. 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) no more than five hundred dollars (\$500.00), or by imprisonment for a period not exceeding six (6) months, or both, at the discretion of the Municipal Judge.

B. This Ordinance shall also be subject to enforcement by the issuance of a summons and complaint.

**SECTION XXXI: REPEALER**

Ordinance Nos. 2004-20 and 2010-49 are hereby repealed in their 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.

**SECTION XXXII: 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 the 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 XXXII: EFFECTIVE DATE**

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

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this the 7<sup>th</sup> day of February, 2011.**

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**Cathy S. Barnette,  
Council President**

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**Fred Small,  
Mayor**

**ATTEST:**

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**David Cohen, City Clerk, MMC**

**CITY OF DAPHNE  
ORDINANCE NO. 2014-58**

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**AN ORDINANCE TO REPEAL ORDINANCE NOS. 2011-09 AND ESTABLISHING  
RULES, REGULATIONS, RATES AND A LEASE AGREEMENT FOR THE RENTAL  
OF THE BAYFRONT PARK PAVILION**

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**WHEREAS**, the City Council of the City of Daphne desires that all citizens of the City of Daphne and guests thereof be able to peaceably use and enjoy the Bayfront Park Pavilion; and,

**WHEREAS**, the City Council of the City of Daphne desires to promote the health and safety of the citizens of the City of Daphne by providing rental schedules, rules, regulations and a lease agreement for the rental of the Bayfront Park Pavilion, and,

**WHEREAS**, changes in policy have mandated the repealing of the preceding Ordinance establishing rules, regulations, rates, and a lease agreement for the rental of the Bayfront Park Pavilion,

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

**SECTION I: DEFINITIONS**

For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directive.

1. Lessor: The City of Daphne and Bayfront Park Pavilion.
2. Lessee: Signer of City of Daphne Bayfront Park Pavilion Lease Agreement.
3. Facility: Bayfront Park Pavilion.
4. Event: The purpose for which facility is leased.

**SECTION II: RULES AND REGULATIONS—GENERAL**

The Director is authorized to execute on behalf of the City of Daphne, the Bayfront Park Pavilion lease agreement as approved by the City Council. The following rules apply:

1. Governmental functions will take precedence over all other functions. All other reservations are on a first come first served basis.

2. The Lease agreement must be executed by persons 21 years of age or older and the executor of said lessee agreement must be in attendance at the event.
3. Dates will not be considered "booked" prior to the completion of a City of Daphne Bayfront Park Pavilion Lease Agreement and payment of applicable fees.
4. The performance of this Agreement shall terminate without liability upon the occurrence of any circumstance beyond the control of Lessor – such as emergency use of the facility as a distribution or dispensing center, acts of God, fire, storm, pestilence, war, terrorism, disaster, Federal regulations, strikes, civil disorder, criminal acts, curtailment of transportation facilities or any other casualty or unforeseen occurrence – to the extent that such circumstances make it illegal or impossible to provide or use of the facilities. Notice may be provided by Lessor at the earliest practicable time however is not required to absolve Lessor of liability under this paragraph. Lessee shall pay rental for said premises only up to the time of such termination, at the rate specified on the Lease Agreement and the said Lessee waives any claim for damages or compensation should the lease be so terminated. Should termination due to unforeseen events as described above occur prior to any actual use of the facility, Lessee shall be refunded all reservation fees that have not been obligated by Lessor.
5. City personnel will inspect the facility after each event. If damage is found, lessee will be notified of charges to be deducted from damage deposit or of additional charges beyond damage deposit.
6. Garbage cans, trash bags, rest room supplies, and outside trash receptacles will be supplied for Lessee use with the exception of Mardi Gras groups, or other large groups as determined by the Director. Additional charges may apply.
7. City functions must portray the City of Daphne in the best light for the good and benefit of the citizens of Daphne.
8. Additional services, personnel and/or equipment (other than those specified at the time of lease) which may be requested and utilized will be additionally charged based on Bayfront Park Pavilion prevailing rates.
9. Security, firefighters and other personnel will be charged at the prevailing rates per hour. Lessee must make necessary arrangements.
10. Arrangements must be confirmed at least fourteen (14) days in advance of an event so as to schedule the personnel, equipment and services required.
11. The Lessor requires that only trained city personnel use and handle facility equipment during events and set-ups.

12. The Lessee is charged with the responsibility of paying all applicable City, County, and State sales tax on admissions and sales at the Bayfront Pavilion as well as applicable license fees.
13. All fees shall be paid 14 (fourteen) days prior to the event. Exceptions may be made for State, County, and those approved by the Director.
14. The Lessor will bill any final charges that cannot be determined prior to, during, or after the event by Bayfront Park personnel. These fees must be paid no later than 7 days after the event date. All accounts that are not paid within the 7 days will be turned in for collection. In accordance with paragraph 22 of this Agreement any cost, including but not limited to attorney fees, incurred by attempts to recover said fees, Lessee shall pay such costs.
15. Lessee agrees to pay for all fees in lawful money of the United States of America, cashier's check, personal checks, or company checks at the Sales Office of the Bayfront Park Pavilion. Lessee further agrees to pay said Lessor on demand any sum which may be due to said Lessor for additional services and/or accommodation for material furnished or provided to said Lessee.
16. The Lessee will comply with all laws of the United States, and of the State of Alabama, all ordinances of the City of Daphne, Alabama and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Daphne, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done, anything on said premises during the term of the lease in violation of any such laws, ordinances, rules or requirements, and if Lessor calls any such violation to the attention of the Lessee, or any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation. Lessee will provide Lessor with a copy of all necessary permits and licenses fourteen (14) days in advance from start of event.
17. No performance, exhibition or entertainment shall be given or held on said demised premises, which shall be objected to by the Lessor.
18. The City of Daphne, Bayfront Park Pavilion, employees, or agents shall not be responsible for any misrepresentation of or failure to perform by any promoter, agent, group, or act that is not booked by the City of Daphne or Bayfront Park Pavilion.
19. LESSEE, IN CONSIDERATION OF THE EXECUTION BY LESSOR OF THE LEASE AGREEMENT REPRESENTS AND GUARANTEES TO LESSOR THAT PERFORMERS BY THEIR SPEECH, SONG, MUSIC, CONDUCT, OR MANNER WILL NOT VIOLATE OR INCITE OTHERS TO VIOLATE ANY STATUTE, LAW, ORDINANCE, RULE, REGULATION OR ORDER OF ANY FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.

- a. If performers speak, sing, play, perform or otherwise act in any manner which shall cause Lessor or any person, organization, or authority whose duty it is to enforce any such statute, law, ordinance, rule, regulation, or order to maintain public safety on the premises, think that performers have violated or incited others to violate any such statute, law, ordinance, rule, regulation, or order, the Lessor shall have the absolute right in its sole discretion to terminate the performance in progress and, regardless of whether the performance is terminated, to delay and withhold payment and settlement of all accounts and funds related to money collected or received by Lessor under this agreement until completion of an investigation relating to any incident thought to be such a violation. Lessee agrees to hold Lessor harmless from any and all damages suffered or sustained by reason of the termination of any performance and will defend any suit instituted against Lessor arising out of such termination at Lessee's expense, all in addition to the remedies otherwise given Lessor herein.
  - b. If upon completion of the investigation Lessor concludes that performers have violated and/or incited others to violate any such statute, law, ordinance, rule, regulation or order, then Lessee shall be deemed to have committed material breach of the Lease Agreement, for which breach Lessee shall be liable to the Lessor. The Lessee and the Lessor hereto acknowledge and agree that it will be impossible to measure actual damages to premises as the result of a breach of this agreement arising out of a violation or incitement of others to violate any statute, law, ordinance, rule, regulation or order as aforesaid, and therefore, the parties have agreed to the sum of \$5,000.00 as liquidated damages and not as a penalty, which amount Lessee hereby authorizes Lessor to deduct from any accounts or funds held or received by Lessor prior to any payment to Lessee if monies are due or Lessee agrees to pay Lessor the agreed sum of \$5,000.00 as stated above or pay the actual damage amount which will be determined after inspection and or repair of damage.
20. The Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Fire Marshal in this respect shall be final. The Bayfront Pavilion Director and their agents shall maintain an updated occupancy table with limits pursuant to City of Daphne Fire Marshal's regulations which is to be treated as part of this Ordinance.
21. In rendering said space to the Lessee; the Lessor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of the same. The City of Daphne and the Bayfront Park Pavilion, their agents, and their employees may enter said building and all the demised premises, at any time and on any occasion in performance of their duties and responsibilities.
22. The Lessee agrees to pay reasonable attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after said rental or service charge is past due.

23. The Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.
24. The Lessee shall not assign the lease, nor suffer any use of said premises, other than specified, nor subject the same premises or any part thereof, without the written consent of the Lessor.
25. The Lessee waives all right under the Constitution and laws of the State of Alabama or any other state to claim personal property exempt as against any liability, debt or obligation arising under the contract.
26. Lessee shall make all necessary arrangements with the union business agents of all trades involved in their presentation of their event.
27. The Bayfront Park Pavilion and the keys thereto shall be at all times under the charge and control of the Bayfront Park Pavilion personnel. All exceptions must be approved by the Director.
28. That Lessee shall agree that if any default is made in the payment of the rent or any part thereof or if any default is made in the covenant or agreement the letting and the relation of landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respect as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons there from and resort to any legal proceedings to obtain such possession and the said Lessee shall notwithstanding such re-enter and must pay the full amount of said lease for the facility, services, and any usage fees as herein agreed to be paid.
29. The Lessor shall not be responsible for any damage or injury that may happen to the lessee, or the Lessee's agent, employees, property, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.
30. That in the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodations and sole benefit of the Lessee, and that as to such receipts, and funds the Lessor shall be responsible only for gross neglect or bad faith.
31. Any matters not expressly provided for shall be in the discretion of the City of Daphne Mayor, City Council and/or Bayfront Director.
32. That all terms and conditions of the written lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed the lease. See

attached Lease Agreement and information sheet which is incorporated by reference as if fully set forth herein.

33. The signed Lease Agreement will hold the City of Daphne and the Bayfront Park Pavilion harmless and indemnify them against any claims or liability for compensation under the Alabama Workmen's Compensation law or similar laws arising out of injuries sustained by any employees of Lessee or of any contractor or subcontractor under Lessee.
34. Renters shall adhere to all signs posted at location.
35. The Mayor and/or his designee are authorized to promulgate and post rules and regulations at the facility which provide for proper operation and protect the health, safety, and welfare of persons attending events at the facility.
36. Lessee, Lessee's agent, employees, guests, or anyone entering the building that are under the supervision of the Lessee may not move or remove any City owned decorations or property in the facility. Doing so will be in violation of said ordinance and may incur additional damage fees.
37. Lessor reserves the right to refuse to lease to any person, group or organization known to willfully violate any provisions of this ordinance

**SECTION III:           ADVERTISING**

- A. All advertising will be straightforward, accurate, and true and when admission is charged, must state the total admission prices. Advertising of any event or the appearance of any performer, selling of tickets, acquiring sponsorships, selling of tradeshow booths or the like is prohibited until all contracts between all parties involved have been properly executed and exhibited to the Director is prohibited.
- B. All advertising with reference to the Bayfront Park Pavilion and use of Bayfront Park Pavilion by city departments or otherwise must be approved by the Director of the Bayfront Park Pavilion prior to usage.

**SECTION IV:           COPYRIGHT**

Lessee/Artist/Promoter warrants at the signing of the Lease Agreement that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the City of Daphne and the Bayfront Park Pavilion harmless from any and all claims, losses, or expenses incurred with regard thereto.

**SECTION V:           CONCESSION**

The Lessor relinquishes all food and beverage concession rights to the Lessee. All City, County, and State taxes and fees apply.

**SECTION VI: DECORATIONS**

- A. The Lessor requires that all decorations, signs, and posters must be coordinated with Bayfront Park Pavilion personnel prior to placing or erecting in the Bayfront Park Pavilion building or on facility grounds.
- B. All decorations must be free standing. No nails, tacks, brackets, glue or self-adhesive tape or any other similar items will be allowed on or in the walls, ceilings, floors or any material that will deface, mar, or damage a finish. ANY SUCH DAMAGE MAY RESULT IN AN EXTRA CHARGE FOR DAMAGES AND WILL BE THE RESPONSIBILITY OF THE LESSEE. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels) or the like will be thrown or used for decoration inside or outside the facility. ALL FIRE MUST BE 30 FEET FROM THE BUILDING; ABSOLUTLEY NO FIRE INSIDE OR ON DECK. If any of these items are found on the floor, additional clean-up/damage fees will be imposed on Lessee.
- C. Combustible decorative materials such as, but not limited to, cotton batting, paper, foam plastics, cloth, vegetation, moss straw, hay, vines, split bamboo, leaves and similar material shall not be used in the facility unless materials are flame resistant or have been treated with a fire retardant coating. The classification of fire retardant coatings shall apply only when the coating is applied at the rates of coverage and to the type or kind of surfaces indicated on the test report when the coating is applied in accordance with the manufacturer's directions supplied with the container. These coatings shall be applied in accordance with the manufacturer's direction. The applications shall be certified by the applicator as being in conformance with the manufacturer's direction for application. A flame test will be done on the material before being approved by the Fire Official. **WARNING!!! You are advised to contact the Daphne Fire Marshal for approval of decorations at least 2 weeks prior to your event. Decorations not meeting the Fire Marshal's approval will not be allowed in the facility.** Lessee must present in writing to Lessor the approval from the Fire Marshal which will be kept on file.

**SECTION VII: FLOOR PLANS**

- A. The Lessee shall file with the Sales Office or Event Office at least fourteen (14) days prior to the occurrence of the event for which this agreement is issued, a full and detailed outline of all facilities required, stage requirements, table and chair set-up, and such other information as may be required by the Director for planning, staging and preparation for such event. The number of attendees is to be included on the Bayfront Park Pavilion Lease Agreement.
- B. Occupancy Limits. Pursuant to City of Daphne Fire Department regulations:

<b>Room</b>	<b>Square Ft.</b>	<b>Chairs/people</b>	<b>Chairs/Tables</b>
Sunset	4,500	290	210/21

**SECTION VIII: INSURANCE**

- A. By the acceptance of the lease agreement the Lessee covenants to indemnify, save and keep free and harmless the City of Daphne, its officers and employees, from and against any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the City, its officers or employees, or any of them, may sustain or incur, or that may be imposed upon them, or any damages to property arising out of, connected with or attributable to the use and occupancy of the facility by Lessee. Lessee agrees to pay for any damage to the facility and for any damage to or loss of any City property resulting from the occupancy of said facility by Lessee or resulting from the conduct or actions of Lessee, its agents or employees, or any person, or person's participation in or attending the event during Lessee's occupancy.
- B. Simultaneously with the acceptance of this lease and as a condition precedent to the effectiveness hereof, Lessee shall procure and maintain, in full force, and effect during Lessee's occupancy of the facility, and during the term of this permit, a policy of public liability and property damage insurance from a reliable insurance company authorized to transact business in the State of Alabama. The insurance company must have a minimum rating of A- in the current issue of the A. M. Best Manual. The Lessee, the City, and its officers and employees shall be named co-insured in said policy and the policy shall cover the insured's against whom claim is or may be, in the same manner as if separate policies had been issued to each. Said policy shall contain not less than the following limits of liability:
- \$1,000,000.00 combined single limit per occurrence. (Bodily injury and property damage)
- C. If the proposed use or occupancy by Lessee is such as to present a high degree of exposure to bodily injury or property damage, the Director may, in his/her discretion require higher limits of bodily injury and/or damage insurance.
- D. The policy shall provide that the same shall not be cancelled prior to the termination of this lease until the Director shall have received a ten-day written notice of such proposed cancellation. Said policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the declarations, and if the City I its officers and employees have other insurance against a loss covered by said policy, that such other insurance shall be excess insurance only.
- E. Lessee shall, coincidentally with the acceptance of this lease, deliver said policy of insurance, or certified photo static copy thereof, to the Director. Said policy shall be approved by the Director as to sufficiency.
- F. The signed lease Agreement shall hold the City of Daphne and the Bayfront Park Pavilion harmless and indemnify them against any claims or liability arising or resulting from any injury to any visitor, spectator or participant in any activity in any part or portion of the Bayfront Park, regardless of entrance gained to said Bayfront Park Pavilion whether by paid

admissions, by pass- issued by Lessee or Lessor or by any unlawful admission gained without knowledge of Lessor or Lessee. To indemnify Lessor as herein provided, Lessee shall carry public liability insurance with the coverage and the amount thereof to be specified and approved by the Director of the Bayfront Park Pavilion with Lessee to furnish Lessor with a certificate of insurance or other satisfactory evidence of compliance with this requirement prior to commencement of Leasees event. This insurance requirement may be waived depending on circumstances.

- G. Upon approval of said policy, the same shall be filed with the Director or designee. After said policy has been so approved the Lessee shall file with the City a certificate of insurance issued by an insurance carrier certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the permit are covered thereby. In lieu of the presentation of the original policy, or of a certified photo static copy thereof, the Lessee may file a certificate of insurance to which is attached an endorsement in a form approved by the City Attorney. The endorsement shall provide that liability assumed by Lessee under this permit is covered by the policy, that the City, its officers, and employees, are named insured under said policy, and that in event of anyone of the insured's incurring liability to any other of the insured's, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies have been issued to each, and that said insurance is primary insurance as set forth hereinabove. The endorsement shall also provide that the policy shall not be cancelled prior to the termination of the permit or until the Director shall have received a ten-day notice in writing of such proposed cancellation and that such endorsement controls over all other provisions of the policy, or endorsements thereto, which are inconsistent therewith. Lessee shall be responsible for all insurance deductibles.
- H. Host Liquor Liability Insurance must be obtained in an amount not less than \$1,000,000 and the City of Daphne, Bayfront Park Pavilion must be listed as additionally insured on the policy. Proof of this policy must be presented to the sales office not less than fourteen (14) days prior of the event.
- I. Proof of all policies applicable must be presented to the Bayfront Pavilion Sales Office not less than fourteen (14) days prior to event.

**SECTION IX: INVENTORY**

Facility inventory will not be loaned or permitted to be removed from the premises. These items include but are not limited to chairs, tables, podiums, audiovisual equipment, kitchen equipment, plants, decorations, or displays. The City of Daphne shall impose a fine of three hundred dollars (\$300.00) for each violation in addition to a charge for damage.

**SECTION X: DEFACING OF PROPERTY**

- A. The Lessee will not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building, and will not make, or allow to be made, any alterations

of any kind therein. Glue hooks or tacky putty will not be permitted (contact Bayfront Pavilion Sales Assistant for suggestions).

- B. No decorations shall be placed in or on the building, nor shall any devices or signs be supported by any means on wall or woodwork without the consent of the Sales Agent. Sets, scenery, exhibit material, et cetera, shall be of flameproof material and conform to the Fire Prevention code of the City of Daphne.
- C. If said premises, or any portion of said building, during the term of the lease, shall be damaged by the act, default or negligence of the Lessee's agents, employees, patrons, guests or any person admitted to said premises by Lessee, or unlawful admission gained, LESSEE WILL PAY TO THE LESSOR UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID PREMISES TO THEIR ORIGINAL CONDITION. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of the said Lessee, or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient Police and Fire Personnel to maintain order and protect persons and property. Daphne Police and Fire Personnel will be provided at the expense of the Lessee. Fire Personnel to maintain order and protect persons and property. Daphne Police and fire Personnel will be provided at the expense of the Lessee. In addition, the City of Daphne's fine of three hundred dollars (\$300.00) for Damage/Defacing City Property will be imposed.

**SECTION XI: TICKET OUTLET SALES/BOX OFFICE**

- A. The City of Daphne stipulates that all ticketed events will be handled through the Bayfront Park Pavilion Sales office unless otherwise stated by the Director. The basic Box Office charge will be 5% of all Gross Ticket Sales. Bayfront Park Pavilion Box Office sales and services are the exclusive right of Bayfront Park Pavilion.
- B. The Bayfront Park Pavilion Ticket Office hours shall be 8:00 a.m. - 5:00 p.m., Monday through Friday.
- C. All tickets must be sold at advertised prices and any deviation must be approved in writing by the Director.
- D. All Moneys' collected for advance ticket sales must be paid in cash and are not be subject to 'draw' by the promoter until such time show time occurs, all specifications of the Bayfront Park Pavilion Lease Agreement have been met and all funds have been collected which exceed Bayfront Park Pavilion expenses therefore.
- E. All tickets purchased must be paid for in cash. The Director shall notify the Lessee if other payment plans are permissible.

- F. The Bayfront Park Pavilion management will deal only with the individual who negotiated the contract or their duly authorized representative's with regards to box office transactions, show settlement, and facility usage.
- G. In the event of show cancellation, the Bayfront Park Pavilion Director reserves the right to determine the ticket refund procedures. Refunds will be made at the outlet location of purchase only.
- H. Any deviation or changes to the stated regulations must be approved by the Director.

**SECTION XII: POSTING BILLS**

- A. The Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front of, or on any part of said building except upon the regular billboards provided by the Lessor therefore and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit to be given in the demised premises. Amounts and contents of Lessee's display advertising materials at the Bayfront Park shall be at the discretion of the Director.
- B. The Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said Lessor, or its representatives.

**SECTION XIII: PASSAGEWAYS**

- A. The Lessee will permit no chair or movable seat to be or remain in the passageways, and will keep said passageways clear at all times.
- B. No portion of the sidewalks, entries, passage, vestibules, halls, stairways, or access to public utilities or said building shall be obstructed by the Lessee, or used for any purpose other than for ingress to and from the demised premises. The doors, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, passages, also house-lighting attachments, shall not be covered or obstructed by the Lessee. The water closets or other water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers or other substance shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the Lessee.

**SECTION XIV: REMOVAL OF PROPERTY**

- A. All personal property, including rental items, brought into the Bayfront Pavilion for any event must be dismantled and removed immediately following the event unless pre-approved by the Director. Any personal property not removed shall become the property of the City of Daphne. The City of Daphne will hold all lost and found items for seven (7) days following the event. Thereafter, the City reserves the right to dispose of all unclaimed items. City of

Daphne, Bayfront Pavilion employees will be held harmless for any property approved by the Director to be left in the building or in Bayfront Park Pavilion. Approval must be made at least fourteen (14) working days prior to start of event. No exceptions will be made.

- B. Bayfront Park Pavilion employees, workers, volunteers, or any representative of the Bayfront Park Pavilion cannot assist in the load-in, event set-up and/or load-out of any personal event or handle any personal property.
- C. The Lessor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee, or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such article.
- D. The Lessor reserves the right to remove from the building all effects remaining in building after time specified at the expense of the Lessee or to charge the daily rental as shown on the current Bayfront Park rate sheet for the area in which the effects have been left or stored.

**SECTION XV: BUILDING DEPARTURE**

Lessee shall agree that the music would be stopped, all bars must be closed and the building must be cleared at the ending time stated on the contract. If the Lessee goes over stated time on contract the Lessee will be charged with additional rental that must be paid at the time that the function goes over the ending time as is stated on the contract.

**SECTION XVI: WAIVED FEES**

All requests for waived fees must be sent in writing and addressed to the Director. The Director will forward all requests to the Mayor.

**SECTION XVII: RENTAL FEES**

A. Bayfront Park Rental Fees and hourly rates shall start as listed below:

Entire Facility:	\$475.00 (This reserves sections of the parking area)
The Sunset	\$300.00
The Jubilee	\$150.00
The Kitchen	\$40.00
Cleaning	\$200.00 (Optional)

B. In addition to the base rental fees the following hourly rates shall apply: \$20.00 per hour for each hour of usage with a minimum of 4 hours required and \$50.00 per hour of usage for all holidays and City holidays. The Director shall maintain an updated list of rental items which is to be treated as part of this Ordinance's fee schedule.

C. Lease rates for the Bayfront Park Pavilion are based on the prevailing rates as set forth in this Ordinance. In addition to the base rental fees, depending on each events setup and needs to have a successful event, an additional labor fee may be required. This fee is at the discretion of the Bayfront Pavilion Director and will be presented to lessee prior to the execution of Bayfront Pavilion contract.

D. The City shall apply rental proceeds to the operating requirements of the facility.

E. Lessee shall not split rental hours.

F. Lessee shall pay a \$150.00 refundable damage deposit. The damage deposit will be refunded after the facility is inspected by Bayfront Park Pavilion personnel and no damage is found. Any additional damage charges over \$150.00 will be charged to the lessee.

G. If children are present during event, they must be supervised at all times and for safety/security reasons, should remain with parents or guardians. Children will not be allowed in any non-rental or off-limit areas. Any damaged or broken items caused from lack of supervision will be the Lessee's responsibility.

## **SECTION XVIII: CANCELLATIONS**

Cancellations must be in writing, dated and signed by the Lessee. Reimbursements for cancelled events will be refunded as follows: 75% refund for cancellations received at least 9 months prior to the day of start of event; 50% refund for cancellations received at least 6 months prior to the day of start of event; no refunds will be made for cancellations received under 6 months prior to the day of start of event. Any exceptions to this rule must be approved by the Buildings and Property committee. \*\*Should Bayfront Pavilion be able to book another event of equal or greater economic value, then 100% refund will be issued. Refunds will be issued by check.

## **SECTION XIX: CLEANING FEES**

In addition to any and all fees, costs and deposits, a mandatory cleaning fee of \$200 shall be payable at the time of reservation.

## **SECTION XX: SECURITY (FIRE/POLICE)**

- A. The City of Daphne Police Department and Fire Department reserve the right to determine the appropriate amount of security and fire protection needed for any and all events held at the Bayfront Park. The Lessee shall provide security and/or fire protection if it is determined necessary for any event. If security and/or fire protection is required, it must be obtained through the City of Daphne Police Department and the City of Daphne Fire Department no later than fourteen (14) days prior to an event. If the Lessee fails to provide the required security or fire protection if required, a fine of \$300.00 shall be imposed and the relation of the landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons there from and resort to any legal proceedings to obtain such possession.
- B. The Lessor reserves the right through its Director or his/her representatives to eject any objectionable person or persons from said building, and upon the exercise of this authority through its Director, agents or policemen, the Lessee hereby waives any rights and all claims for damages against the Management.
- C. The Lessee shall not, without written consent of the Lessor, put up or operate any engine or motor machinery on the demised premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than natural gas or electricity for illuminating the demised premises.
- D. Should an event require security, then Lessee shall comply with Ala. Code § 6-5-338 (1975) by the purchasing of general liability insurance in the amount of \$100,000.00 per off-duty officer.

## **SECTION XXI: ALCOHOL/BEVERAGE**

- A. Consumption of alcohol will be allowed inside the facility only during the time of function. No Alcohol/beverages shall be allowed on the dance floor. Consumption of alcohol is not allowed in the parking lot or on the grounds of the facility. **The City of Daphne is not liable for accidents, deaths, or injuries that may occur as a result of the consumption of alcohol.**
- B. The Lessee shall be fined three hundred dollars (\$300.00) by the City of Daphne for violation by Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee per occurrence.
- C. No Alcohol shall be "SOLD" on the grounds or inside of the Bayfront Pavilion without proper permits or license.
- D. Alcohol shall not be served or sold to anyone under 21 years of age.
- E. Appropriate police action will be taken against any person deemed to be intoxicated and posing a danger to himself or others.
- F. Distribution of alcohol is to be made in one of the following forms:
  - a. Alcohol and/or all mixers may be brought by attendees and checked at the door where a bartender (hired by Lessee) will distribute alcohol for the duration of the event. Said bartender must be 21 years of age or older and must possess any and all then applicable licensing pursuant to local, state, and federal law.
  - b. An event may contract with a licensed caterer for said event to set up cash bar or distribute alcohol. A licensed caterer is one that has purchased the requisite host liquor liability insurance, a City of Daphne business license, and attained all requisite alcohol licensing
- G. Should an event have alcohol, host liquor liability insurance in a minimum amount of \$1,000,000.00 must be purchased. All insurance certificates and proof of requisite licensing must be on file at least 14 days prior to the event.
- H. A list of bartenders and/or caterers possessing additional voluntary certifications(s), provided through alcoholic beverage distributors for the serving of alcoholic beverages, may be provided by the Bayfront Pavilion Director upon request.

**SECTION XXII: SMOKING**

ALL CITY OF DAPHNE BUILDINGS ARE SMOKE FREE 20 feet from any and all entrances. There will be no smoking in the Bayfront Pavilion. A fine of three hundred dollars (\$300.00) shall be imposed per occurrence by the City of Daphne. A three hundred dollar (\$300.00) cleaning fine shall be imposed on the Lessee if smoking has occurred in the Bayfront Pavilion.

No smoking on the deck, all fire must be 30 feet from the building.

**SECTION XXIII: PETS**

No pets allowed inside the facility other than those for the express use by disabled persons, or by permission of the Bayfront Pavilion Director.

**SECTION XXIV: BUILDING ACCESS**

The City will provide reasonable access according to the Americans with Disabilities Act.

**SECTION XV: THEFT**

The City of Daphne is not responsible for theft of property on the grounds of the Daphne Bayfront Pavilion, in automobiles, in the facility or any other structure on the property.

**SECTION XVI: HEAVY METAL/RAP/ALTERNATIVE CONCERTS**

- A. The City of Daphne has set forth the following guidelines to establish rules and regulations for Heavy Metal, Rap, and Alternative concerts in effort to provide a safe and enjoyable concert experience for attendees.
- B. The Daphne City Council must approve all heavy metal, rap, and alternative concerts prior to the concert booking. The Buildings and Property Committee will determine if a concert is Alternative. The following are necessary:
  - 1. Names of all artists to appear must be provided to the Bayfront Pavilion Director.
  - 2. Date of the event and ticket information must be provided to the Bayfront Pavilion Director.
  - 3. A letter stating that approved security and fire arrangements have been made for the concert from the Daphne Police Department and Daphne Fire Department must be presented to the Bayfront Pavilion Director. All special effects must be approved by the Fire Marshal and a letter stating this information must be provided to the Director.
  - 4. A letter of approval must be obtained from the Bayfront Pavilion Director and presented to the Buildings and Property Committee along with the above listed documentation. The Buildings and Property Committee will make recommendation to the full City Council. The Bayfront Pavilion Director shall provide the Council's approval or disapproval to the proposed Lessee.

5. A security bond or deposit may be required for potential damages. If required, the bond or deposit must be presented to the Director no later than thirty (30) days prior to the event.
6. A five hundred-dollar cleaning fee may be required.
7. The promoter must obtain a public liability and property damage policy in an amount not less than \$1,000,000.00. The policy must be written by an insurance company licensed to do business in the State of Alabama and having a minimum rating of A- in the current issue of the A. M. Best Manual. The policy must name the City of Daphne and the Bayfront ~~Park~~ Pavilion as additional insured. This certificate must be presented to the Director at least thirty (30) days prior to the scheduled concert.
8. If required by the State of Alabama, promoter must obtain Liquor Liability Insurance in an amount not less than \$1,000,000 and list the City of Daphne, Bayfront Pavilion as additional insured on the policy. Proof of this policy must be presented to the sales office not less than one week prior of the event.
9. House lights are not allowed to go dark. A minimum of 20% of house lights must be on at all times.
10. An addendum may be required to the contract if any of the performing acts have a history of performing songs or making statements that are considered by the Daphne City Council to incite or provoke violence by the audience.
11. Other rules and regulations as deemed necessary by the Director, Buildings and Property Committee, or Daphne City Council may apply.

## **SECTION XXVII: SOUND EQUIPMENT**

- A. The Lessor shall not be responsible for any damage or injury that may occur from the result of sound, lighting, or electrical equipment being utilized by the Lessee, Lessee's agent, employees, or guest from any cause whatsoever, prior, during, or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage, or injury.
- B. Any damage to the City of Daphne, Bayfront Pavilion sound, lighting, or electrical equipment shall be at the expense of the Lessee when Lessee utilizes said equipment or services. Bayfront Park personnel, The City of Daphne, Daphne Police Department, or any authorized City Employee can request that the Lessee, or their agents, desist from utilizing City Property at any time.
- C. The Bayfront Pavilion must be notified of all sound requirements at least fourteen (14) days prior to the event.

- D. The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. **All bookings are on a first come first serve basis.**

## **SECTION XXVIII: FEE WAIVERS**

The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. All bookings are on a first come first serve basis.

### **1. BAYFRONT PAVILION REDUCED RATE PROGRAM MONDAY, TUESDAY & WEDNESDAY:**

This program will apply to all with the following exceptions. This program excludes paid concerts, all for profit events, Mardi Gras balls/meetings and fund raising events. These events will pay full fare. AU rental items remain the same. The reduced rate will consist of half rate for the base rental fee. The cleaning fee will remain the same. The booking includes four (4) hours of usage and must be between the hours of 7:00 a.m. - 5:00 p.m. Any usage over four (4) hours and any hours used after 5:00 p.m. will be charged an additional \$15.00 per hour. If requested, the City of Daphne, Bayfront Pavilion shall be listed as a Sponsor of the event. Any Monday, Tuesday, or Wednesday that is a holiday or city holiday will be charged all regular holiday rates. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group or organization usage of these provisions.

### **2. BAYFRONT PAVILION REDUCED RATE PROGRAM (CIVIC GROUPS AND NOT FOR PROFITS -501-C3 MONDAY, TUESDAY & WEDNESDAY)**

This program will apply to all civic groups that are not for profit and have a 501-C3 status. Proof of this status is required. This program excludes paid concerts, all for profit events, and fund raising events. These events will pay full fare. All rental items remain the same. The reduced rate will consist of a waived base fee, full rate on cleaning fees, and a \$15.00 per hour charge. Any Monday, Tuesday, or Wednesday booking that is a holiday or city holiday will be charged all regular holiday rates. If requested, the City of Daphne, Daphne Bayfront Pavilion shall be listed as a Sponsor of the event. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group, or organization usage of these provisions. All groups utilizing this reduced rate program must use the facility between 8:00 a.m. to 10:00 p.m. All groups that have not left the facility by 10:00 p.m. will be charged all regular rates.

### **3. CITY OF DAPHNE DEPARTMENTS FOR CONDUCTING CITY BUSINESS.**

The City of Daphne encourages all City Departments to utilize the Bayfront Pavilion for your entire department booking needs. For tracking purposes all City departments must estimate

their projected bookings for the Bayfront Pavilion and budget all fees, rental items, cleaning fees, and per hour charges needed at regular rates for their facility functions. The department may submit in writing to the Director a request to wave base rental fees only. The decision will be based on the criteria for event, time of day and year and day of week. The approval of this request will be at the discretion of the Director and Mayor. Invoices for usage will be routed from the Bayfront Pavilion to the Finance Department for journal entry after each event. The Finance Department will notify the Bayfront Pavilion sales office when the journal entry is complete to make report to the Buildings and Property Committee at the monthly meeting.

#### 4. CITY EMPLOYEES FOR PERSONAL BUSINESS

Current and in good standing City of Daphne employees will be entitled to a 20% discount off of base rental rates only for events that the employee is hosting. This discount is not applicable for family or friends, only the employee him/herself. All rules, guidelines and all other fees of this ordinance apply. The employee must make a request in writing which should include type of event, day and time. The approval of this request will be at the discretion of the Director and/or Mayor. Should for any reason the employee violate the guidelines mentioned above, said employee will not be entitled to this benefit in the future and will be responsible for full base rental rate which will be deducted from damage fee or billed with additional damage fee.

### **SECTION XXIX: BOOKING POLICY—ALL OTHER GROUPS**

If an organization or group desires to book the same date continually, year after year, such organizations must submit a letter to the Director making such request listing the exact dates and years that the organization is requesting and all facility needs. All base fees must be paid in advance for the first two consecutive years. At the end of the second year a new request must be made in writing and delivered to the sales department of the Bayfront Pavilion no later than 7 days after the second year event for the following two years, along with the fees for the next two years. Future bookings will also be secured using the same guidelines. All bookings are on a first come first serve basis.

### **SECTION XXX: PENALTY**

- A. 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, at the discretion of the Municipal Judge.
- B. This Ordinance shall also be subject to enforcement by the issuance of a summons and complaint.

**SECTION XXXI: REPEALER**

Ordinances Nos. 2004-21 and 2014-50 are hereby repealed in their 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.

**SECTION XXXII: 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 the 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 XXXIII: EFFECTIVE DATE**

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

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this the \_\_\_\_ day of \_\_\_\_\_, 2014.**

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**Dane Haygood,  
Mayor**

**ATTEST:**

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**Rebecca A. Hayes, City Clerk**

**CITY OF DAPHNE  
ORDINANCE NO. 2014-**

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**AN ORDINANCE TO REPEAL ORDINANCE NOS. 2011-09  
AND ESTABLISHING RULES, REGULATIONS, RATES AND  
A LEASE AGREEMENT FOR THE RENTAL OF THE  
BAYFRONT PARK PAVILION**

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**WHEREAS**, the City Council of the City of Daphne desires that all citizens of the City of Daphne and guests thereof be able to peaceably use and enjoy the Bayfront Park Pavilion; and,

**WHEREAS**, the City Council of the City of Daphne desires to promote the health and safety of the citizens of the City of Daphne by providing rental schedules, rules, regulations and a lease agreement for the rental of the Bayfront Park Pavilion, and,

**WHEREAS**, changes in policy have mandated the repealing of the preceding Ordinance establishing rules, regulations, rates, and a lease agreement for the rental of the Bayfront Park Pavilion,

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

**SECTION I:           DEFINITIONS**

A. For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directive.

1.     Lessor:           The City of Daphne and Bayfront Park Pavilion.
2.     Lessee:           Signer of City of Bayfront Park Pavilion Lease Agreement.
3.     Facility:         Bayfront Park Pavilion.
4.     Event:            The purpose for which facility is leased.

## SECTION II: RULES AND REGULATIONS-GENERAL

A. The Director is authorized to execute on behalf of the City of Daphne, the Bayfront Park Pavilion lease agreement as approved by the City Council. The following rules apply.

1. Governmental functions will take precedence over all other functions. All other reservations are on a first come first served basis.

2. The Lease agreement must be executed by persons 21 years of age or older and the executor of said lessee agreement must be in attendance at the event.

3. Dates will not be considered "booked" prior to the completion of a City of Daphne Bayfront Park Pavilion Lease Agreement and payment of applicable fees.

4. The performance of this Agreement shall terminate without liability upon the occurrence of any circumstance beyond the control of Lessor – such as emergency use of the facility as a distribution or dispensing center, acts of God, fire, storm, pestilence, war, terrorism, disaster, Federal regulations, strikes, civil disorder, criminal acts, curtailment of transportation facilities or any other casualty or unforeseen occurrence – to the extent that such circumstances make it illegal or impossible to provide or use of the facilities. Notice may be provided by Lessor at the earliest practicable time however is not required to absolve Lessor of liability under this paragraph. In case the facility, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the lease by the Lessor impossible, then and thereupon the lease shall terminate, and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate specified on the Lease Agreement and the said Lessee waives any claim for damages or compensation should the lease be so terminated. Should termination due to unforeseen events as described above occur prior to any actual use of the facility, Lessee shall be refunded all reservation fees that have not been obligated by Lessor.

5. City personnel will inspect the facility after each event. If damage is found, lessee will be notified of charges to be deducted from damage deposit or of additional charges beyond damage deposit.

6. Garbage cans, trash bags, rest room supplies, and outside trash receptacles will be supplied for Lessee use with the exception of Mardi Gras groups, or other large groups as determined by the Director. Additional charges may apply.

7. City functions must portray the City of Daphne in the best light for the good and benefit of the citizens of Daphne.

8. Additional services, personnel and/or equipment (other than those specified at the time of lease) which may be requested and utilized will be additionally charged based on Bayfront Park Pavilion prevailing rates.

9. Security, firefighters and other personnel will be charged at the prevailing rates per hour. Lessee must make necessary arrangements.

10. Arrangements must be confirmed at least fourteen (14) days in advance of an event so as to schedule the personnel, equipment and services required.

11. The Lessor requires that only trained city personnel use and handle facility equipment during events and set-ups.

12. The Lessee is charged with the responsibility of paying all applicable City, County, and State sales tax on admissions and sales at the Bayfront Pavilion as well as applicable license fees.

13. All fees shall be paid 14 (fourteen) days prior to the event. Exceptions may be made for State, County, and those approved by the Director.

14. The Lessor will bill any final charges that cannot be determined prior to, during, or after the event by Bayfront Park personnel. These fees must be paid no later than 7 days after the event date. All accounts that are not paid within the 7 days will be turned in for collection. In accordance with paragraph 22 of this Agreement any cost, including but not limited to attorney fees, incurred by attempts to recover said fees, Lessee shall pay such costs.

15. Lessee agrees to pay for all fees in lawful money of the United States of America, cashier's check, personal checks, or company checks at the Sales Office of the Bayfront Park Pavilion. Lessee further agrees to pay said Lessor on demand any sum which may be due to said Lessor for additional services and/or accommodation for material furnished or provided to said Lessee.

16. The Lessee will comply with all laws of the United States, and of the State of Alabama, all ordinances of the City of Daphne, Alabama and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Daphne, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done, anything on said

premises during the term of the lease in violation of any such laws, ordinances, rules or requirements, and if Lessor calls any such violation to the attention of the Lessee, or any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation. Lessee will provide Lessor with a copy of all necessary permits and licenses fourteen (14) days in advance from start of event.

17. No performance, exhibition or entertainment shall be given or held on said demised premises, which shall be objected to by the Lessor.

18. The City of Daphne, Bayfront Park Pavilion, employees, or agents shall not be responsible for any misrepresentation of or failure to perform by any promoter, agent, group, or act that is not booked by the City of Daphne or Bayfront Park Pavilion.

19. LESSEE, IN CONSIDERATION OF THE EXECUTION BY LESSOR OF THE LEASE AGREEMENT REPRESENTS AND GUARANTEES TO LESSOR THAT PERFORMERS BY THEIR SPEECH, SONG, MUSIC, CONDUCT, OR MANNER WILL NOT VIOLATE OR INCITE OTHERS TO VIOLATE ANY STATUTE, LAW, ORDINANCE, RULE, REGULATION OR ORDER OF ANY FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.

a) If performers speak, sing, play, perform or otherwise act in any manner which shall cause Lessor or any person, organization, or authority whose duty it is to enforce any such statute, law, ordinance, rule, regulation, or order to maintain public safety on the premises, think that performers have violated or incited others to violate any such statute, law, ordinance, rule, regulation, or order, the Lessor shall have the absolute right in its sole discretion to terminate the performance in progress and, regardless of whether the performance is terminated, to delay and withhold payment and settlement of all accounts and funds related to money collected or received by Lessor under this agreement until completion of an investigation relating to any incident thought to be such a violation. Lessee agrees to hold Lessor harmless from any and all damages suffered or sustained by reason of the termination of any performance and will defend any suit instituted against Lessor arising out of such termination at Lessee's expense, all in addition to the remedies otherwise given Lessor herein.

b) If upon completion of the investigation Lessor concludes that performers have violated and/or incited others to violate any such statute, law, ordinance, rule, regulation or order, then Lessee shall be deemed to have committed material breach of the Lease Agreement, for which breach Lessee shall be liable to the Lessor. The Lessee and the Lessor hereto acknowledge and agree that it will be impossible to measure actual damages to premises as the result of a breach of this agreement arising out of a violation or incitement of others to violate any statute, law, ordinance, rule, regulation or order as aforesaid, and therefore, the parties have agreed to the sum of \$5,000.00 as liquidated damages and not as a penalty, which amount Lessee hereby authorizes Lessor to deduct from any accounts or funds held or received by Lessor prior to any payment to Lessee if monies are due or Lessee agrees to pay Lessor the agreed sum of \$5,000.00 as stated above or pay the actual damage amount which will be determined after inspection and or repair of damage.

20. The Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Fire Marshal in this respect shall be final. The Bayfront Pavilion Director and their agents shall maintain an updated occupancy table with limits pursuant to City of Daphne Fire Marshal's regulations which is to be treated as part of this Ordinance.

21. In rendering said space to the Lessee; the Lessor does not relinquish the right to control the management thereof or to enforce all the necessary and proper rules for the management and operation of the same. The City of Daphne and the Bayfront Park Pavilion, their agents, and their employees may enter said building and all the demised premises, at any time and on any occasion in performance of their duties and responsibilities.

22. The Lessee agrees to pay reasonable attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after said rental or service charge is past due.

23. The Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

24. The Lessee shall not assign the lease, nor suffer any use of said premises, other than specified, nor subject the same premises or any part thereof, without the written consent of the Lessor.

25. The Lessee waives all right under the Constitution and laws of the State of Alabama or any other state to claim personal property exempt as against any liability, debt or obligation arising under the contract.

26. Lessee shall make all necessary arrangements with the union business agents of all trades involved in their presentation of their event.

27. The Bayfront Park Pavilion and the keys thereto shall be at all times under the charge and control of the Bayfront Park Pavilion personnel. All exceptions must be approved by the Director.

28. That Lessee shall agree that if any default is made in the payment of the rent or any part thereof or if any default is made in the covenant to agreement the letting and the relation of

landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respect as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons there from and resort to any legal proceedings to obtain such possession and the said Lessee shall notwithstanding such re-enter and must pay the full amount of said lease for the facility, services, and any usage fees as herein agreed to be paid.

29. The Lessor shall not be responsible for any damage or injury that may happen to the lessee, or the Lessee's agent, employees, property, guests from any cause whatsoever, prior, during or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage or injury.

30. That in the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodations and sole benefit of the Lessee, and that as to such receipts, and funds the Lessor shall be responsible only for gross neglect or bad faith.

31. Any matters not expressly provided for shall be in the discretion of the City of Daphne Mayor, City Council and/or Bayfront Director.

32. That all terms and conditions of the written lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed the lease. See attached Lease Agreement and information sheet which is incorporated by reference as if fully set forth herein.

33. The signed Lease Agreement will hold the City of Daphne and the Bayfront Park Pavilion harmless and indemnify them against any claims or liability for compensation under the Alabama Workmen's Compensation law or similar laws arising out of injuries sustained by any employees of Lessee or of any contractor or subcontractor under Lessee.

34. Renters shall adhere to all signs posted at location.

35. The Mayor and/or his designee are authorized to promulgate and post rules and regulations at the facility which provide for proper operation and protect the health, safety, and welfare of persons attending events at the facility.

36. Lessee, Lessee's agent, employees, guests, or anyone entering the building that are under the supervision of the Lessee may not move or remove any City owned decorations or property in the facility. Doing so will be in violation of said ordinance and may incur additional damage fees.

37. Lessor reserves the right to refuse to lease to any person, group or organization known to willfully violate any provisions of this ordinance.

### **SECTION III:           ADVERTISING**

A. All advertising will be straightforward, accurate, and true and when admission is charged, must state the total admission prices. Advertising of any event or the appearance of any performer, selling of tickets, acquiring sponsorships, selling of tradeshow booths or the like is prohibited until all contracts between all parties involved have been properly executed and exhibited to the Director is prohibited.

B. All advertising with reference to the Bayfront Park Pavilion and use of Bayfront Park Pavilion by city departments or otherwise must be approved by the Director of the Bayfront Park Pavilion prior to usage.

#### **SECTION IV: COPYRIGHT**

Lessee/Artist/Promoter warrants at the signing of the Lease Agreement that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the City of Daphne and the Bayfront Park Pavilion harmless from any and all claims, losses, or expenses incurred with regard thereto.

#### **SECTION V: CONCESSION**

The Lessor relinquishes all food and beverage concession rights to the Lessee. All City, County, and State taxes and fees apply.

#### **SECTION VI: DECORATIONS**

A. The Lessor requires that all decorations, signs, and posters must be coordinated with Bayfront Park Pavilion personnel prior to placing or erecting in the Bayfront Park Pavilion building or on facility grounds.

B. All decorations must be free standing. No nails, tacks, brackets, glue or self-adhesive tape or any other similar items will be allowed on or in the walls, ceilings, floors or any material that will deface, mar, or damage a finish. ANY SUCH DAMAGE MAY RESULT IN AN EXTRA CHARGE FOR DAMAGES AND WILL BE THE RESPONSIBILITY OF THE LEESSEE. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels) or the like will be thrown or used for decoration inside or outside the facility. ALL FIRE MUST BE 30 FEET FROM THE BUILDING; ABSOLUTLEY NO FIRE INSIDE OR ON DECK. If any of these items are found on the floor, additional clean-up/damage fees will be imposed on Lessee.

C. Combustible decorative materials such as, but not limited to, cotton batting, paper, foam plastics, cloth, vegetation, moss straw, hay, vines, split bamboo, leaves and similar material shall not be used in the facility unless materials are flame resistant or have been treated with a fire retardant coating. The classification of fire retardant coatings shall apply only when the coating is applied at the rates of coverage and to the type or kind of surfaces indicated on the test report when the coating is applied in accordance with the manufacturer's directions supplied with the container. These coatings shall be applied in accordance with the manufacturer's direction. The applications shall be certified by the applicator as being in conformance with the manufacturer's direction for application. A flame test will be done on the material before being approved by the Fire Official. **WARNING!!! You are advised to contact the Daphne Fire Marshal for approval of decorations at least 2 weeks prior to your event. Decorations not meeting the Fire Marshal's**

**approval will not be allowed in the facility.** Lessee must present in writing to Lessor the approval from the Fire Marshal which will be kept on file.

## **FLOOR PLANS**

### **SECTION VII:**

A. The Lessee shall file with the Sales Office or Event Office at least fourteen (14) days prior to the occurrence of the event for which this agreement is issued, a full and detailed outline of all facilities required, stage requirements, table and chair set-up, and such other information as may be required by the Director for planning, staging and preparation for such event. The number of attendees is to be included on the Bayfront Park Pavilion Lease Agreement.

B. Occupancy Limits. Pursuant to City of Daphne Fire Department regulations:

Room	Square Ft.	Chairs/people	Chairs/Tables
The Sunset	4,500	290	210/21
The Jubilee	1,200	49	50/10

## **SECTION VIII: INSURANCE**

A. By the acceptance of the lease agreement the Lessee covenants to indemnify, save and keep free and harmless the City of Daphne, its officers and employees, from and against any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the City, its officers or employees, or any of them, may sustain or incur, or that may be imposed upon them, or any damages to property arising out of, connected with or attributable to the use and occupancy of the facility by Lessee. Lessee agrees to pay for any damage to the facility and for any damage to or loss of any City property resulting from the occupancy of said facility by Lessee or resulting from the conduct or actions of Lessee, its agents or employees, or any person, or person's participation in or attending the event during Lessee's occupancy.

B. Simultaneously with the acceptance of this lease and as a condition precedent to the effectiveness hereof, Lessee shall procure and maintain, in full force, and effect during Lessee's occupancy of the facility, and during the term of this permit, a policy of public liability and property damage insurance from a reliable insurance company authorized to transact business in the State of Alabama. The insurance company must have a minimum rating of A- in the current issue of the A. M. Best Manual. The Lessee, the City, and its officers and employees shall be named co-insured in said policy and the policy shall cover the insured's against whom claim is or may be, in the same manner as if separate policies had been issued to each. Said policy shall contain not less than the following limits of liability:

\$1,000,000.00 combined single limit per occurrence. (Bodily injury and property damage)

C. If the proposed use or occupancy by Lessee is such as to present a high degree of exposure to bodily injury or property damage, the Director may, in his/her discretion require higher limits of bodily injury and/or damage insurance.

D. The policy shall provide that the same shall not be cancelled prior to the termination of this lease until the Director shall have received a ten-day written notice of such proposed cancellation. Said policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the declarations, and if the City I its officers and employees have other insurance against a loss covered by said policy, that such other insurance shall be excess insurance only.

E. Lessee shall, coincidentally with the acceptance of this lease, deliver said policy of insurance, or certified photo static copy thereof, to the Director. Said policy shall be approved by the Director as to sufficiency.

F. The signed lease Agreement shall hold the City of Daphne and the Bayfront Park Pavilion harmless and indemnify them against any claims or liability arising or resulting from any injury to any visitor, spectator or participant in any activity in any part or portion of the Bayfront Park, regardless of entrance gained to said Bayfront Park Pavilion whether by paid admissions, by pass- issued by Lessee or Lessor or by any unlawful admission gained without knowledge of Lessor or Lessee. To indemnify Lessor as herein provided, Lessee shall carry public liability insurance with the coverage and the amount thereof to be

specified and approved by the Director of the Bayfront Park Pavilion with Lessee to furnish Lessor with a certificate of insurance or other satisfactory evidence of compliance with this requirement prior to commencement of Lessee's event. This insurance requirement may be waived depending on circumstances.

G. Upon approval of said policy, the same shall be filed with the Director or designee. After said policy has been so approved the Lessee shall file with the City a certificate of insurance issued by an insurance carrier certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the permit are covered thereby. In lieu of the presentation of the original policy, or of a certified photo static copy thereof, the Lessee may file a certificate of insurance to which is attached an endorsement in a form approved by the City Attorney. The endorsement shall provide that liability assumed by Lessee under this permit is covered by the policy, that the City, its officers, and employees, are named insured under said policy, and that in event of anyone of the insured's incurring liability to any other of the insured's, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies have been issued to each, and that said insurance is primary insurance as set forth hereinabove. The endorsement shall also provide that the policy shall not be cancelled prior to the termination of the permit or until the Director shall have received a ten-day notice in writing of such proposed cancellation and that such endorsement controls over all other provisions of the policy, or endorsements thereto, which are inconsistent therewith. Lessee shall be responsible for all insurance deductibles.

H. Host Liquor Liability Insurance must be obtained in an amount not less than \$1,000,000 and the City of Daphne, Bayfront Park Pavilion must be listed as additionally insured on the policy. Proof of this policy must be presented to the sales office not less than fourteen (14) days prior of the event.

I. Proof of all policies applicable must be presented to the Bayfront Pavilion Sales Office not less than fourteen (14) days prior to event.

## **SECTION IX: INVENTORY**

Facility inventory will not be loaned or permitted to be removed from the premises. These items include but are not limited to chairs, tables, podiums, audiovisual equipment, kitchen equipment, plants, decorations, or displays. The City of Daphne shall impose a fine of three hundred dollars (\$300.00) for each violation in addition to a charge for damage.

**SECTION X: DEFACING OF PROPERTY**

A. The Lessee will not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building, and will not make, or allow to be made, any alterations of any kind therein. Glue hooks or tacky putty will not be permitted (contact Bayfront Pavilion Sales Assistant for suggestions).

B. No decorations shall be placed in or on the building, nor shall any devices or signs be supported by any means on wall or woodwork without the consent of the Sales Agent. Sets, scenery, exhibit material, et cetera, shall be of flameproof material and conform to the Fire Prevention code of the City of Daphne.

C. If said premises, or any portion of said building, during the term of the lease, shall be damaged by the act, default or negligence of the Lessee's agents, employees, patrons, guests or any person admitted to said premises by Lessee, or unlawful admission gained, LESSEE WILL PAY TO THE LESSOR UPON DEMAND SUCH SUM AS SHALL BE NECESSARY TO RESTORE SAID PREMISES TO THEIR ORIGINAL CONDITION. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of the said Lessee, or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient Police and Fire Personnel to maintain order and protect persons and property. Daphne Police and Fire Personnel will be provided at the expense of the Lessee. Fire Personnel to maintain order and protect persons and property. Daphne Police and fire Personnel will be provided at the expense of the Lessee. In addition, the City of Daphne's fine of three hundred dollars (\$300.00) for Damage/Defacing City Property will be imposed.

**SECTION XI: TICKET OUTLET SALES/BOX OFFICE**

A. The City of Daphne stipulates that all ticketed events will be handled through the Bayfront Park Pavilion Sales office unless otherwise stated by the Director. The basic Box Office charge will be 5% of all Gross Ticket Sales. Bayfront Park Pavilion Box Office sales and services are the exclusive right of Bayfront Park Pavilion.

B. The Bayfront Park Pavilion Ticket Office hours shall be 8:00 a.m. - 5:00 p.m., Monday through Friday.

C. All tickets must be sold at advertised prices and any deviation must be approved in writing by the Director.

D. All Moneys' collected for advance ticket sales must be paid in cash and are not be subject to 'draw' by the promoter until such time show time occurs, all specifications of the Bayfront Park Pavilion Lease Agreement have been met and all funds have been collected which exceed Bayfront Park Pavilion expenses therefore.

E. All tickets purchased must be paid for in cash. The Director shall notify the Lessee if other payment plans are permissible.

F. The Bayfront Park Pavilion management will deal only with the individual who negotiated the contract or their duly authorized representative's with regards to box office transactions, show settlement, and facility usage.

G. In the event of show cancellation, the Bayfront Park Pavilion Director reserves the right to determine the ticket refund procedures. Refunds will be made at the outlet location of purchase only.

H. Any deviation or changes to the stated regulations must be approved by the Director.

**SECTION XII: POSTING BILLS**

A. The Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front of, or on any part of said building except upon the regular billboards provided by the Lessor therefore and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit to be given in the demised premises. Amounts and contents of Lessee's display advertising materials at the Bayfront Park shall be at the discretion of the Director.

B. The Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said Lessor, or its representatives.

**SECTION XIII: PASSAGEWAYS**

A. The Lessee will permit no chair or movable seat to be or remain in the passageways, and will keep said passageways clear at all times.

B. No portion of the sidewalks, entries, passage, vestibules, halls, stairways, or access to public utilities or said building shall be obstructed by the Lessee, or used for any purpose other than for ingress to and from the demised premises. The doors, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, passages, also house-lighting attachments, shall not be covered or obstructed by the Lessee. The water closets or other water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers or other substance shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the Lessee.

**SECTION XIV: REMOVAL OF PROPERTY**

A. All personal property, including rental items, brought into the Bayfront Pavilion for any event must be dismantled and removed immediately following the event unless pre-approved by the Director. Any personal property not removed shall become the property of the City of Daphne. The City of Daphne will hold all lost and found items for seven (7) days following the event. Thereafter, the City reserves the right to dispose of all unclaimed items. City of Daphne, Bayfront Pavilion employees will be held harmless for any property approved by the Director to be left in the building or in Bayfront Park Pavilion. Approval must be made at least fourteen (14) working days prior to start of event. No exceptions will be made.

B. Bayfront Park Pavilion employees, workers, volunteers, or any representative of the Bayfront Park Pavilion cannot assist in the load-in, event set-up and/or load-out of any personal event or handle any personal property.

C. The Lessor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee, or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such article.

D. The Lessor reserves the right to remove from the building all effects remaining in building after time specified at the expense of the Lessee or to charge the daily rental as shown on the current Bayfront Park rate sheet for the area in which the effects have been left or stored.

**SECTION XV: BUILDING DEPARTURE**

Lessee shall agree that the music would be stopped, all bars must be closed and the building must be cleared at the ending time stated on the contract. If the Lessee goes over stated time on contract the Lessee will be charged with additional rental that must be paid at the time that the function goes over the ending time as is stated on the contract.

**SECTION XVI: WAIVED FEES**

All requests for waived fees must be sent in writing and addressed to the Director. The Director will forward all requests to the Mayor.

**SECTION XVII: RENTAL FEES**

A. Bayfront Park Rental Fees and hourly rates shall start as listed below:

Entire Facility:	\$475.00 (This reserves sections of the parking area)
The Sunset	\$300.00
The Jubilee	\$150.00
The Kitchen	\$40.00
Cleaning	200.00 (Optional)

B. In addition to the base rental fees the following hourly rates shall apply: ~~\$1520.00~~ per hour for each hour of usage with a minimum of 4 hours required and \$50.00 per hour of usage for all holidays and City holidays. The Director shall maintain an updated list of rental items which is to be treated as part of this Ordinance's fee schedule.

C. Lease rates for the Bayfront Park Pavilion are based on the prevailing rates as set forth in this Ordinance. In addition to the base rental fees, depending on each events setup and needs to have a successful event, an additional labor fee may be required. This fee is at the discretion of the Bayfront Pavilion Director and will be presented to lessee prior to the execution of Bayfront Pavilion contract.

D. The City shall apply rental proceeds to the operating requirements of the facility.

E. Lessee shall not split rental hours.

F. Lessee shall pay a \$150.00 refundable damage deposit. The damage deposit will be refunded after the facility is inspected by Bayfront Park Pavilion personnel and no damage is found. Any additional damage charges over \$150.00 will be charged to the lessee.

G. If children are present during event, they must be supervised at all times and for safety/security reasons, should remain with parents or guardians. Children will not be allowed in any non-rental or off-limit areas. Any damaged or broken items caused from lack of supervision will be the Lessee's responsibility.

## **SECTION XVIII: CANCELLATIONS**

Cancellations must be in writing, dated and signed by the Lessee. Reimbursements for cancelled events will be refunded as follows: 75% refund for cancellations received at least 9 months prior to the day of start of event; 50% refund for cancellations received at least 6 months prior to the day of start of event; no refunds will be made for cancellations received under 6 months prior to the day of start of event. Any exceptions to this rule must be approved by the Buildings and Property committee. \*\*Should Bayfront Pavilion be able to book another event of equal or greater economic value, then 100% refund will be issued. Refunds will be issued by check.

## **SECTION XIX: CLEANING FEES**

~~Cleaning fees will be waived if and only if lessee does own cleanup—Bayfront will provide all necessary cleaning supplies and check list as reference. Should lessee choose to forgo this option, then the \$200.00 is mandatory. In addition to any and all fees, costs and deposits, a mandatory cleaning fee of \$200 shall be payable at the time of reservation.~~

## **SECTION XX: SECURITY (FIRE/POLICE)**

A. The City of Daphne Police Department and Fire Department reserve the right to determine the appropriate amount of security and fire protection needed for any and all events held at the Bayfront Park. The Lessee shall provide security and/or fire protection if it is determined necessary for any event. If security and/or fire protection is required, it must be obtained through the City of Daphne Police Department and the City of Daphne Fire Department no later than fourteen (14) days prior to an event. If the Lessee fails to provide the required security or fire protection if required, a fine of \$300.00 shall be imposed and the relation of the landlord and tenant at the option of Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons there from and resort to any legal proceedings to obtain such possession.

B. The Lessor reserves the right through its Director or his/her representatives to eject any objectionable person or persons from said building, and upon the exercise of this authority through its Director, agents or policemen, the Lessee hereby waives any rights and all claims for damages against the Management.

C. The Lessee shall not, without written consent of the Lessor, put up or operate any engine or motor machinery on the demised premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than natural gas or electricity for illuminating the demised premises.

D. Should an event require security, then Lessee shall comply with Ala. Code § 6-5-338 (1975) by the purchasing of general liability insurance in the amount of \$100,000.00 per off-duty officer.

## **SECTION XXI: ALCOHOL/BEVERAGE**

A. Consumption of alcohol will be allowed inside the facility only during the time of function. No Alcohol/beverages shall be allowed on the dance floor. Consumption of alcohol is not allowed in the parking lot or on the grounds of the facility. **The City of Daphne is not liable for accidents, deaths, or injuries that may occur as a result of the consumption of alcohol.**

B. The Lessee shall be fined three hundred dollars (\$300.00) by the City of Daphne for violation by Lessee, Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee per occurrence.

C. No Alcohol shall be "SOLD" on the grounds or inside of the Bayfront Pavilion without proper permits or license.

D. Alcohol shall not be served or sold to anyone under 21 years of age.

E. Appropriate police action will be taken against any person deemed to be intoxicated and posing a danger to himself or others.

F. Distribution of alcohol is to be made in one of the following forms:

- a. Alcohol and/or all mixers may be brought by attendees and checked at the door where a bartender (hired by Lessee) will distribute alcohol for the duration of the event. Said bartender must be 21 years of age or older and must possess any and all then applicable licensing pursuant to local, state, and federal law.
- b. An event may contract with a licensed caterer for said event to set up cash bar or distribute alcohol. A licensed caterer is one that has purchased the requisite host liquor liability insurance, a City of Daphne business license, and attained all requisite alcohol licensing.

G. Should an event have alcohol, host liquor liability insurance in a minimum amount of \$1,000,000.00 must be purchased. All insurance certificates and proof of requisite licensing must be on file at least 14 days prior to the event.

H. A list of bartenders and/or caterers possessing additional voluntary certifications(s), provided through alcoholic beverage distributors for the serving of alcoholic beverages, may be provided by the Bayfront Pavilion Director upon request.

## **SECTION XXII: SMOKING**

ALL CITY OF DAPHNE BUILDINGS ARE SMOKE FREE 20 feet from any and all entrances. There will be no smoking in the Bayfront Pavilion. A fine of three hundred dollars (\$300.00) shall be imposed per occurrence by the City of Daphne. A three hundred dollar (\$300.00) cleaning fine shall be imposed on the Lessee if smoking has occurred in the Bayfront Pavilion. No smoking on the deck, all fire must be 30 feet from the building.

No pets allowed inside the facility other than those for the express use by disabled persons, or by permission of the Bayfront Pavilion Director.

#### **SECTION XXIV: BUILDING ACCESS**

The City will provide reasonable access according to the Americans with Disabilities Act.

#### **SECTION XXV: THEFT**

The City of Daphne is not responsible for theft of property on the grounds of the Daphne Bayfront Pavilion, in automobiles, in the facility or any other structure on the property.

#### **SECTION XXVI: HEAVY METAL/RAP/ALTERNATIVE CONCERTS**

A. The City of Daphne has set forth the following guidelines to establish rules and regulations for Heavy Metal, Rap, and Alternative concerts in effort to provide a safe and enjoyable concert experience for attendees.

B. The Daphne City Council must approve all heavy metal, rap, and alternative concerts prior to the concert booking. The Buildings and Property Committee will determine if a concert is Alternative. The following are necessary:

1. Names of all artists to appear must be provided to the Bayfront Pavilion Director.
2. Date of the event and ticket information must be provided to the Bayfront Pavilion Director.
3. A letter stating that approved security and fire arrangements have been made for the concert from the Daphne Police Department and Daphne Fire Department must be presented to the Bayfront Pavilion Director. All special effects must be approved by the Fire Marshal and a letter stating this information must be provided to the Director.
4. A letter of approval must be obtained from the Bayfront Pavilion Director and presented to the Buildings and Property Committee along with the above listed documentation. The Buildings and Property Committee will make recommendation to the full City Council. The Bayfront Pavilion Director shall provide the Council's approval or disapproval to the proposed Lessee.
5. A security bond or deposit may be required for potential damages. If required, the bond or deposit must be presented to the Director no later than thirty (30) days prior to the event.
6. A five hundred-dollar cleaning fee may be required.
7. The promoter must obtain a public liability and property damage policy in an amount not less than \$1,000,000.00. The policy must be written by an insurance company licensed to do business in the State of Alabama and having a minimum rating of A- in the current issue of the A. M. Best Manual. The policy must name the City of Daphne and the Bayfront Park Pavilion as additional insured. This certificate must be presented to the Director at least thirty (30) days prior to the scheduled concert.

8. If required by the State of Alabama, promoter must obtain Liquor Liability Insurance in an amount not less than \$1,000,000 and list the City of Daphne, Bayfront Pavilion as additional insured on the policy. Proof of this policy must be presented to the sales office not less than one week prior of the event.

9. House lights are not allowed to go dark. A minimum of 20% of house lights must be on at all times.

10. An addendum may be required to the contract if any of the performing acts have a history of performing songs or making statements that are considered by the Daphne City Council to incite or provoke violence by the audience.

11. Other rules and regulations as deemed necessary by the Director, Buildings and Property Committee, or Daphne City Council may apply.

### **SECTION XXVII: SOUND EQUIPMENT**

A. The Lessor shall not be responsible for any damage or injury that may occur from the result of sound, lighting, or electrical equipment being utilized by the Lessee, Lessee's agent, employees, or guest from any cause whatsoever, prior, during, or subsequent to the period covered by the lease and the said Lessee will release said Lessor from, and agrees to indemnify it against any and all claims for such Joss, damage, or injury.

B. Any damage to the City of Daphne, Bayfront Pavilion sound, lighting, or electrical equipment shall be at the expense of the Lessee when Lessee utilizes said equipment or services. Bayfront Park personnel, The City of Daphne, Daphne Police Department, or any authorized City Employee can request that the Lessee, or their agents, desist from utilizing City Property at any time.

C. The Bayfront Pavilion must be notified of all sound requirements at least fourteen (14) days prior to the event.

D. The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. **All bookings are on a first come first serve basis.**

### **SECTION XXVIII: FEE WAIVERS**

A. The City of Daphne shall provide the following fee waivers with no others to be considered in Committee meetings or City Council meetings. All bookings are on a first come first serve basis.

#### **1. BAYFRONT PAVILION REDUCED RATE PROGRAM MONDAY, TUESDAY & WEDNESDAY**

(a) This program will apply to all with the following exceptions. This program excludes paid concerts, all for profit events, Mardi Gras balls/meetings and fund raising events. These events will pay full fare. AU rental items remain the same. The reduced rate will consist of half rate for the base rental fee. The cleaning fee will remain the same. The booking includes four (4) hours of usage and must be between the hours of 7:00 a.m. - 5:00 p.m. Any usage over four (4) hours and any hours used after 5:00 p.m. will be charged an additional \$15.00 per hour. If requested, the City

Tuesday, or Wednesday that is a holiday or city holiday will be charged all regular holiday rates. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group or organization usage of these provisions.

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### **2. BAYFRONT PAVILION REDUCED RATE PROGRAM (CIVIC GROUPS AND NOT FOR PROFITS -501-C3 MONDAY, TUESDAY & WEDNESDAY)**

(a) This program will apply to all civic groups that are not for profit and have a 501-C3 status. Proof of this status is required. This program excludes paid concerts, all for profit events, and fund raising events. These events will pay full fare. All rental items remain the same. The reduced rate will consist of a waived base fee, full rate on cleaning fees, and a \$15.00 per hour charge. Any Monday, Tuesday, or Wednesday booking that is a holiday or city holiday will be charged all regular holiday rates. If requested, the City of Daphne, Daphne Bayfront Pavilion shall be listed as a Sponsor of the event. All bookings remain on a first come first serve basis. This program is not to be used for continued bookings. The City of Daphne reserves the right to deny any group, or organization usage of these provisions. All groups utilizing this reduced rate program must use the facility between 8:00 a.m. to 10:00 p.m. All groups that have not left the facility by 10:00 p.m. will be charged all regular rates.

3. CITY OF DAPHNE DEPARTMENTS FOR CONDUCTING CITY BUSINESS.

(a) The City of Daphne encourages all City Departments to utilize the Bayfront Pavilion for your entire department booking needs. For tracking purposes all City departments must estimate their projected bookings for the Bayfront Pavilion and budget all fees, rental items, cleaning fees, and per hour charges needed at regular rates for their facility functions. The department may submit in writing to the Director a request to wave base rental fees only. The decision will be based on the criteria for event, time of day and year and day of week. The approval of this request will be at the discretion of the Director and Mayor. Invoices for usage will be routed from the Bayfront Pavilion to the Finance Department for journal entry after each event. The Finance Department will notify the Bayfront Pavilion sales office when the journal entry is complete to make report to the Buildings and Property Committee at the monthly meeting.

4. CITY EMPLOYEES FOR PERSONAL BUSINESS

(a) Current and in good standing City of Daphne employees will be entitled to a 20% discount off of base rental rates only for events that the employee is hosting. This discount is not applicable for family or friends, only the employee him/herself. All rules, guidelines and all other fees of this ordinance apply. The employee must make a request in writing which should include type of event, day and time. The approval of this request will be at the discretion of the Director and/or Mayor. Should for any reason the employee violate the guidelines mentioned above, said employee will not be entitled to this benefit in the future and will be responsible for full base rental rate which will be deducted from damage fee or billed with additional damage fee.

**SECTION XXIX: BOOKING POLICY - ALL OTHER GROUPS**

If an organization or group desires to book the same date continually, year after year, such organizations must submit a letter to the Director making such request listing the exact dates and years that the organization is requesting and all facility needs. All base fees must be paid in advance for the first two consecutive years. At the end of the second year a new request must be made in writing and delivered to the sales department of the Bayfront Pavilion no later than 7 days after the second year event for the following two years, along with the fees for the next two years. Future bookings will also be secured using the same guidelines. All bookings are on a first come first serve basis.

**SECTION XXX: PENALTY**

A. 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, at the discretion of the Municipal Judge.

B. This Ordinance shall also be subject to enforcement by the issuance of a summons and complaint.

**SECTION XXXI: REPEALER**

Ordinances Nos. 2004-21 and 2010-50 are hereby repealed in their 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.

**SECTION XXXII: 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 the 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 XXXIII: EFFECTIVE DATE**

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

**ADOPTED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this the 21<sup>st</sup> day of February, 2011.**

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**Cathy S. Barnette,  
Council President**

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**Fred Small,  
Mayor**

**ATTEST:**

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**David Cohen, City Clerk, MMC**

