

**SPECIAL CALLED
CITY COUNCIL MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
AUGUST 29, 2016
BUSINESS MEETING
6:00 P.M.**

- 1. CALL TO ORDER**
- 2. ROLL CALL/INVOCATION / PLEDGE OF ALLEGIANCE**
- 3. 2017 FISCAL YEAR BUDGET**
- 4. ANYTHING ELSE DEEMED NECESSARY**
 - a.) ENVIRONMENTAL IMPACT AT THE DAPHNE SPORTS COMPLEX**
- 5. ADJOURN**



Memorandum

To: Mayor and Council
From: Ashley Campbell
Date: August 15, 2016

Re: Daphne Sports Complex
Watershed: Yancey Branch-North Fork Branch

Mayor and Council,

As Environmental Programs Manager, I feel a need to inform you of what has transpired at the Daphne Sports Complex. Below is a summary of my involvement with the Complex.

During Phase I of the Daphne Sports Complex the City paid \$10,000.00 to have a wetland delineation performed for the entire site for present and future phases. Phase I was constructed under the City's old Land Use regulation which allowed the site work to take place up to the edge of the wetlands. In the initial stages of the construction of Phase I, we discovered severe stream channel erosion in the area that the City's stormwater outfall would release stormwater. At that time, I worked with the USACE and the City's Public Works Director to implement a stream restoration. The City spent \$60,000 to restore the stream channel. I have continued to monitor the restoration and Environmental Programs has

funded several minor repairs and replanted and reseeded the site several times. The restored area continues to be monitored.

In the last couple years, Phase II was being discussed and this year funding was approved for Phase II. During the initial planning phase, it was determined that the 2007 Sports Complex delineation was over 5 years old and had lost its USACE verification of the Jurisdictional Determination (JD). To save money, I asked the USACE to re-verify the expired Sports Complex wetland JD (*Attachment 1-USACE Letter*). They asked what type of development we had planned and I told them a Sports Complex with ball fields and walking trails. I informed the USACE that the City's Land Use Ordinance required a 30foot wetland non-disturbed buffer zone that would protect the wetlands. With that expectation, the USACE stated that we could use the existing wetland delineation and not have to pay for another one. The City's Public Work (PW) Director and paid consultant were made aware of the wetland delineation requirements prior to the Sports Complex plan design phase.

Two weeks prior to the site plan review for the planning commission, I was informed by the PW Director and the Sports Complex's engineer (paid consultant) that due to safety the City would have to build a road within 10' of the wetlands. With that information, I contacted the USACE and informed them that we would be building within 10' of the wetland and ask if we needed to have a new delineation performed. The USACE stated that we could move forward with the existing delineation with the variance in the buffer zone. As long as the City flagged the wetlands and prevented impacts to them, we would not have to pay for new wetland delineation.

At that time, the PW Director stated that the City was considering taking the trees off the property to be able to evaluate the site and maybe even make some money to help pay for the Sports Complex. I told him to let me know when he was meeting the clearing contractor and I would meet with them to ensure that the wetlands were not impacted. I assured the USACE that the City would not impact wetlands.

The PW Director and the City's consultant moved forward with asking the Planning Commission for a variance in the required 30' wetland buffer zone. I informed the Planning Commission that the buffer zone was in place to protect the wetlands and water quality. I was very concerned that if we were to waive the buffer zone that we were setting a precedent. The PW Director and the City's consultant advised the Planning Commission that the variance was justified due to safety and cost savings. The day of the Planning Commission meeting, I was near the Sports Complex performing an inspection when I heard heavy equipment. It appeared to be on the City's Sport Complex. Richard Merchant and I inspected the complex on July 28, 2016. The site was being cleared and the wetland buffers zones disturbed (*Attachment 2-Site Photos*). The City PW Director met us on site and I told him that we needed to stop the clearing of the buffer zone and not allow any more impacts to the wetland buffer and wetlands. I was under the impression that the clearing of the wetland buffer zones would be stopped. That evening, July 28th, 2016, the planning commission approved the site plan with a variance of the wetland buffer zone from 30' to 10' in four areas for the road. The remainder of the wetland buffer zones would remain. At no time during the meeting (*Attachment 3-Planning Commission Site Preview and Meeting minutes*) did the Public Works Director mention the clearing of the remaining wetland 30' buffer zones.

Several days later on August 2, 2016, Mikel and I inspected the site to ensure the contractor was not disturbing the remaining wetland buffer zones. Once on site, we discovered that the contractor was clearing the buffer zones and had cleared and excavated a wetland. The contractor was in the process of dumping red clay into the wetlands (*Attachment -2 Site Photos*). We stopped the activity and called the City's PW Director. The dump truck driver called the clearing contractor and he showed up on site and informed me that he did not have to follow any City regulations and the clearing activity was exempt from USACE wetland permitting because the City council approved the silviculture activity. I informed him that we were clearing in anticipation of building a ball park (sports complex) which is not a silviculture activity and was not exempt from the USACE wetland

requirements. I also, informed him that the City had assured the USACE that the Daphne Sports Complex wetlands would not be disturbed. He stated that he was performing a silviculture activity and his clearing activity was exempt from all Federal, State and local rules. The City's PW Director agreed with the clearing contractor and told me that the council was aware of the activities and had approved the activities per Resolution 2016-53 on July 21st, 2016 (*Attachment 4- Resolution 2016-53*). As the City's environmental programs manager, I was not asked to review the clearing activity nor was I informed that the council had called a special council meeting on July 21, 2016 to approve the clearing activity. Since, the resolution was approved on July 21st a week prior to the Planning Commission meeting; I am a little confused why the Planning Commission was not told that the clearing contractor was given Council permission to clear timber including the City required wetland buffer zones. I informed the City Public Works Director and contractor that I did not agree that the clearing activity was a silviculture activity and that I would contact the USACE and have them evaluate the situation and make sure you the Council understood what you had approved through the resolution.

Therefore, I contact the USACE regarding the wetland impacts and they inspected the site and sent an email regarding the wetland impacts (*Attachment 5-USACE Email Regarding Unpermitted Wetland Impacts*). On Aug 4, 2016, the USACE stated that if we were going to declare our Sports Complex was a silviculture activity that we had to submit an Alabama Forestry Commission (AFC) approved Forestry Management Plan. The USACE's correspondence was forwarded to the City Public Works Director that day. The City's Public Works Director submitted Forestry Management Plan six (6) days later to the USACE and the AFC (*Attachment 6-PW Directors Letter to ACF & USACE*). We are awaiting the USACE and ACF decision regarding the City's claim of silviculture exemption. The Sports Complex was inspected on Aug 10, 2016. The contractor had continued selectively clearing the remainder of the site including buffer zones and had placed gravel in the impacted wetland area (*Attachment 2-Site Photos*).

Eleven years ago I left ADEM, to come to the City of Daphne to work with the City to minimize stormwater impacts to the City streets and streams. After a short time of employment with the City, it was evident that years of uncontrolled growth had resulted in severe degradation of streams and wetlands. The City's streams were actually falling apart due to the growth. It was estimated at that time that millions of dollars were needed to restore the streams. Over the years, the City Council recognized the need for new regulation and approved new stormwater regulation with the wetland and stream buffer zones in 2011. The new regulations and the City's support of the other environmental agencies and efforts resulted in Daphne's Watersheds receiving over \$12 million dollars of restoration funds which included the Tiawasee Creek Stream Restoration that Environmental Programs prepared, submitted, awarded and managed. I have worked very hard to establish a trustworthy relationship with the federal and state regulators. It appears the City is using the silviculture designation to avoid our own regulations. I hope this situation doesn't damage our relationships with our Federal and State regulatory agencies.

As for the future for the cleared area, I feel like the any funds made from clearing the site should be used for re-establishing the 30 foot wetland buffer zone and for the development of a Habitat Management Plan for the area to address invasive species control.



Ashley Campbell, CPESC
City of Daphne-
Environmental Programs Manager
acampbell@daphneal.com
Phone: 251-621-3080



Richard Merchant
Building Official
Certified Floodplain Manager
rmerchant@daphneal.com
Phone: 251-621-3080

Attachment 1

**DANE HAYGOOD
MAYOR**

**REBECCA HAYES
CITY CLERK**

**VACANT
FINANCE DIRECTOR/TREASURER**

**DAVID CARPENTER II
CHIEF OF POLICE**

**JAMES "BO" WHITE
FIRE CHIEF**



**COUNCIL MEMBERS
TOMMIE B. CONAWAY
DISTRICT 1**

**PAT RUDICELL
DISTRICT 2**

**JOHN L. LAKE
DISTRICT 3**

**RANDY FRY
DISTRICT 4**

**RON SCOTT
DISTRICT 5**

**ROBIN LEJEUNE
DISTRICT 6**

**JOE DAVIS, III
DISTRICT 7**

June 1, 2015

Glenn Cunningham
U.S. Army Corps of Engineers
Mobile District, Regulatory Division
P. O. Box 2288
Mobile, AL 36628-0001

Re: Wetland Verification/Jurisdictional Determination
Daphne Sports Complex
Location: Daphne, Baldwin County, Alabama

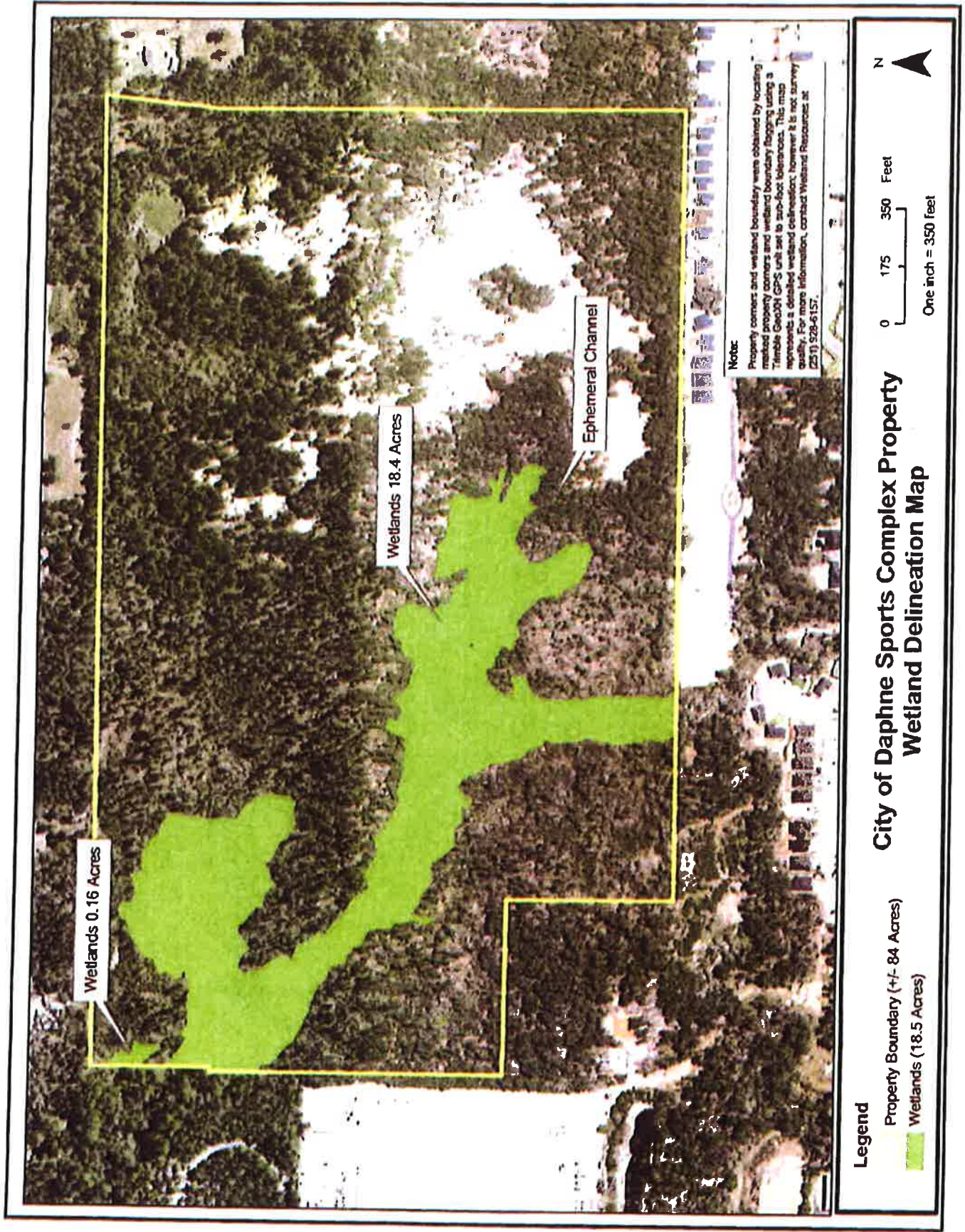
Dear Mr. Cunningham:

I have attached a copy of the City's wetland delineation for the Daphne Sports Complex. The delineation was complete in 2007. The site conditions have not changed and the overall watershed has had minimal land use changes. Can you review and provide an updated Wetland Verification/Jurisdictional Determination for the site? If you have any comments or questions, please contact me at the City of Daphne at 251-621-3080.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ashley Campbell".

Ashley Campbell, CPESC
Environmental Programs Manager
City of Daphne
PO Box 400
Daphne, AL 36526
251-621-3080 Office Cell 251-234-7122
acampbell@daphneal.com



DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 21-Aug-2007 County: Baldwin State: Alabama Plot ID: U-2
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Do Normal Circumstances exist on the site? Is the site significantly disturbed (Atypical Situation)? Is the area a potential Problem Area? (If needed, explain on the reverse side)	Yes ☒ No ☐ Yes ☐ No ☒ Yes ☐ No ☒	Community ID: Longleaf/Oak Forest Transect ID: Field Location: SW area of property
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(USFWS Region No. 2)

Dominant Plant Species(Latin/Common)	Stratum	Indicator	Plant Species(Latin/Common)	Stratum	Indicator
<i>Pinus palustris</i>	Tree	FACU+	<i>Ilex vomitoria</i>	Shrub	FAC
Pine, Long-Leaf			Yaupon	Herb	FAC
<i>Pinus elliotii</i>	Tree	FACW	<i>Ilex vomitoria</i>		
Pine, Slash			Yaupon	Herb	FACU
<i>Quercus falcata</i>	Tree	FACU-	<i>Pteridium aquilinum</i>		
Oak, Southern Red			Fern, Bracken	Herb	FACU
<i>Quercus falcata</i>	Shrub	FACU-	<i>Smilax smallii</i>		
Oak, Southern Red			Greenbrier, Lance-Leaf	Vine	FACU
<i>Quercus nigra</i>	Tree	FAC	<i>Smilax smallii</i>		
Oak, Water			Greenbrier, Lance-Leaf	Vine	FAC
<i>Quercus nigra</i>	Shrub	FAC	<i>Vitis rotundifolia</i>		
Oak, Water			Grape, Muscadine	Vine	FAC
<i>Quercus hemisphaerica</i>	Shrub	NI	<i>Gelsemium sempervirens</i>		
Laurel Oak			Jessamine, Yellow		

Percent of Dominant Species that are OBL, FACW or FAC: (excluding FAC-) 7/13 = 53.85%	FAC Neutral: 1/7 = 14.29% Numeric Index: 44/13 = 3.38
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Remarks:

HYDROLOGY

NO Recorded Data(Describe in Remarks):
N/A Stream, Lake or Tide Gauge
N/A Aerial Photographs
N/A Other

YES No Recorded Data

Field Observations

Depth of Surface Water:	None (ln.)
Depth to Free Water in Pit:	> 20 (ln.)
Depth to Saturated Soil:	> 20 (ln.)

Wetland Hydrology Indicators

Primary Indicators

NO Inundated
NO Saturated in Upper 12 Inches
NO Water Marks
NO Drift Lines
NO Sediment Deposits
NO Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):

NO Oxidized Root Channels in Upper 12 Inches
NO Water-Stained Leaves
NO Local Soil Survey Data
NO FAC-Neutral Test
NO Other (Explain in Remarks)

Remarks:

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 21-Aug-2007 County: Baldwin State: Alabama Plot ID: U-2
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SOILS

Map Unit Name (Series and Phase): Eustis loamy fine sand, 0-5% slopes					Mapped Hydric Inclusion?	
Map Symbol: EuB Drainage Class: ED					Field Observations Confirm Mapped Type? Yes ☐ No ☒	
Taxonomy (Subgroup): Grossarenic Paleudults						
Profile Description						
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast		Texture, Concretions, Structure, etc
0-1		10YR8/2	N/A	N/A	N/A	Sand, salt/pepper
1-20		2.5Y6/4	N/A	N/A	N/A	Loamy sand
Hydric Soil Indicators:						
<u>NO</u> Histosol <u>NO</u> Histio Epipedon <u>NO</u> Sulfidic Odor <u>NO</u> Aquic Moisture Regime <u>NO</u> Reducing Conditions <u>NO</u> Gleyed or Low Chroma Colors			<u>NO</u> Concretions <u>NO</u> High Organic Content in Surface Layer in Sandy Soils <u>NO</u> Organic Streaking in Sandy Soils <u>NO</u> Listed on Local Hydric Soils List <u>NO</u> Listed on National Hydric Soils List <u>NO</u> Other (Explain in Remarks)			
Remarks:						

WETLAND DETERMINATION

Hydrophytic Vegetation Present? Yes ☐ No ☒ Wetland Hydrology Present? Yes ☐ No ☒ Hydric Soils Present? Yes ☐ No ☒	Is the Sampling Point within the Wetland? Yes ☐ No ☒
Remarks:	

(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property		Project No:	Date: 22-Aug-2007
Applicant/Owner: City of Daphne			County: Baldwin
Investigator: Wetland Resources (JS)			State: Alabama
			Plot ID: U-3

Do Normal Circumstances exist on the site? Is the site significantly disturbed (Atypical Situation)? Is the area a potential Problem Area? (If needed, explain on the reverse side)	Yes ☒ No ☐ Yes ☐ No ☒ Yes ☐ No ☒	Community ID: Dirt Pit (Fallow) Transect ID: Field Location: SE area of property in old dirt pit
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VEGETATION

(USFWS Region No. 2)

[illegible]

Percent of Dominant Species that are OBL, FACW or FAC:
(excluding FAC-) 4/6 = 66.67%

FAC Neutral: 0/1 = 0.00%
 Numeric Index: 20/8 = 3.33

Remarks:

Remarks:
Unidentified herb and *Andropogon* also present.

HYDROLOGY

NO Recorded Data(Describe In Remarks):

N/A Stream, Lake or Tide Gauge

N/A Aerial Photographs

N/A Other

YES No Recorded Data

Field Observations

Depth of Surface Water: None (In.)

Depth to Free Water in Pit: > 20 (ln.)

Depth to Saturated Soil: > 20 (In.)

Wetland Hydrology Indicators

Primary Indicators

NO Inundated

NO Inundated
NO Saturated In Upper 12 Inches

NO Water Marks

NO Drift Lines

NO Bediment Deposits

NO Drainage Patterns In Wetlands

Secondary Indicators (2 or more required):

NO Oxidized Root Channels in Upper 12 inches

NO Oxidized Root Channels
NO Water-Stained Leaves

NO Water-Stained Evidence
NO Local Soil Survey Data

NO FAC-Neutral Test

NO Other (Explain In Remarks)

Remarks:

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigator: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: U-3
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SOILS

Map Unit Name (Series and Phase): Lakeland loamy fine sand, 5-8% slopes Map Symbol: LaC Drainage Class: ED Mapped Hydric Inclusion? Taxonomy (Subgroup): Grosseranic Paleudults Field Observations Confirm Mapped Type? Yes ☒ No Profile Description					
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc
0-20		5YR6/6	N/A	N/A N/A	Loamy sand
Hydric Soil Indicators: <u>NO</u> Histosol <u>NO</u> Histic Epipedon <u>NO</u> Sulfidic Odor <u>NO</u> Aquic Moisture Regime <u>NO</u> Reducing Conditions <u>NO</u> Gleyed or Low Chroma Colors <u>NO</u> Concretions <u>NO</u> High Organic Content in Surface Layer in Sandy Soils <u>NO</u> Organic Streaking in Sandy Soils <u>NO</u> Listed on Local Hydric Soils List <u>NO</u> Listed on National Hydric Soils List <u>NO</u> Other (Explain in Remarks)					
Remarks:					

WETLAND DETERMINATION

Hydrophytic Vegetation Present? Yes ☒ No Wetland Hydrology Present? Yes ☒ No Hydric Soils Present? Yes ☒ No	Is the Sampling Point within the Wetland? Yes ☒ No
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 21-Aug-2007 County: Baldwin State: Alabama Plot ID: W-1
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Do Normal Circumstances exist on the site? Is the site significantly disturbed (Atypical Situation:)? Is the area a potential Problem Area? (If needed, explain on the reverse side)	Yes ☒ No ☐ Yes ☐ No ☒ Yes ☐ No ☒	Community ID: Forested Wetland Transect ID: Field Location: NW area near W prop line
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VEGETATION

(USFWS Region No. 2)

Dominant Plant Species(Latin/Common)	Stratum	Indicator	Plant Species(Latin/Common)	Stratum	Indicator
<i>Liriodendron tulipifera</i>	Tree	FAC	<i>Ilex coriacea</i>	Shrub	FACW
Tree, Tulip			Holly, Bay-Gall		
<i>Nyssa sylvatica</i>	Tree	OBL	<i>Ilex coriacea</i>	Herb	FACW
Tupelo, Swamp			Holly, Bay-Gall		
<i>Magnolia virginiana</i>	Tree	FACW+	<i>Osmunda cinnamomea</i>	Herb	FACW+
Magnolia, Sweetbay			Fern, Cinnamon		
<i>Magnolia virginiana</i>	Shrub	FACW+	<i>Rubus betulifolius</i>	Herb	FAC
Magnolia, Sweetbay			Blackberry		
<i>Ilex vomitoria</i>	Shrub	FAC	<i>Woodwardia areolata</i>	Herb	OBL
Yaupon			Chainfern, Nettle		
<i>Ilex vomitoria</i>	Herb	FAC	<i>Vitis rotundifolia</i>	Vine	FAC
Yaupon			Grape, Muscadine		
<i>Persea borbonia</i>	Shrub	FACW	<i>Smilax laurifolia</i>	Vine	FACW+
Bay, Red			Greenbrier, Laurel-Leaf		
<i>Cyrilla racemiflora</i>	Shrub	FACW			
Cyrilla, Swamp					

Percent of Dominant Species that are OBL, FACW or FAC:
 (excluding FAC-) 15/15 = 100.00%

FAC Neutral: 10/10 = 100.00%
Numeric Index: 33/15 = 2.20

Remarks:

HYDROLOGY

<u>NO</u> Recorded Data(Describe in Remarks): <u>N/A</u> Stream, Lake or Tide Gauge <u>N/A</u> Aerial Photographs <u>N/A</u> Other YES No Recorded Data Field Observations Depth of Surface Water: None (in.) Depth to Free Water in Pit: > 20 (in.) Depth to Saturated Soil: > 20 (in.)	Wetland Hydrology Indicators Primary Indicators <u>NO</u> Inundated <u>NO</u> Saturated in Upper 12 Inches <u>NO</u> Water Marks <u>NO</u> Drift Lines <u>NO</u> Sediment Deposits <u>NO</u> Drainage Patterns in Wetlands Secondary Indicators (2 or more required): YES Oxidized Root Channels in Upper 12 Inches <u>NO</u> Water-Stained Leaves <u>NO</u> Local Soil Survey Data YES FAC-Neutral Test <u>NO</u> Other (Explain in Remarks)
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 21-Aug-2007 County: Baldwin State: Alabama Plot ID: W-1
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SOILS

Map Unit Name (Series and Phase): Local Alluvial Land Map Symbol: Lv Drainage Class: SWD or WD Taxonomy (Subgroup): Aquic Udfluvients Profile Description				Mapped Hydric Inclusion? Bibb Field Observations Confirm Mapped Type? Yes ☒ No	
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc
0-4		10YR3/2	10YR4/6	Common Distinct	Sandy loam, Oxidized rhizospheres
4-10		10YR3/1	10YR4/6	Common Distinct	Clay, Oxidized rhizospheres
10-14		10YR3/1	10YR4/6	Common Distinct	Sandy clay, Oxidized rhizospheres
14-20		10YR4/1	N/A	N/A N/A	Sand

Hydric Soil Indicators:

<u>NO</u> Histosol <u>NO</u> Histic Epipedon <u>NO</u> Sulfidic Odor <u>NO</u> Aquic Moisture Regime <u>NO</u> Reducing Conditions <u>YES</u> Gleyed or Low Chroma Colors	<u>NO</u> Concretions <u>NO</u> High Organic Content in Surface Layer in Sandy Soils <u>NO</u> Organic Streaking in Sandy Soils <u>NO</u> Listed on Local Hydric Soils List <u>NO</u> Listed on National Hydric Soils List <u>YES</u> Other (Explain in Remarks)
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Remarks:
 Hydric Soil Field Indicator F6 - Redox Dark Surface was met at this sample point.

WETLAND DETERMINATION

Hydrophytic Vegetation Present? ☒ Yes ☐ No Wetland Hydrology Present? ☒ Yes ☐ No Hydric Soils Present? ☒ Yes ☐ No	Is the Sampling Point within the Wetland? ☒ Yes ☐ No
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigator: Wetland Resources (JS)	Project No:	Date: 21-Aug-2007 County: Baldwin State: Alabama Plot ID: U-1
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Do Normal Circumstances exist on the site? Is the site significantly disturbed (Atypical Situation:)? Is the area a potential Problem Area? (If needed, explain on the reverse side)	Yes No Yes No Yes No	Community ID: Hardwood/Pine Forest Transect ID: Field Location: NW area of property
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VEGETATION

(USFWS Region No. 2)

Dominant Plant Species(Latin/Common)	Stratum	Indicator	Plant Species(Latin/Common)	Stratum	Indicator
<i>Liquidambar styraciflua</i> Gum,Sweet	Tree	FAC+	<i>Pinus elliotii</i> Pine,Slash	Shrub	FACW
<i>Liquidambar styraciflua</i> Gum,Sweet	Shrub	FAC+	<i>Ilex vomitoria</i> Yaupon	Herb	FAC
<i>Quercus nigra</i> Oak,Water	Tree	FAC	<i>Smilax smallii</i> Greenbrier,Lance-Leaf	Vine	FACU
<i>Quercus nigra</i> Oak,Water	Shrub	FAC	<i>Vitis rotundifolia</i> Grape,Muscadine	Vine	FAC

Percent of Dominant Species that are OBL, FACW or FAC: (excluding FAC-) 7/8 = 87.50%	FAC Neutral: 1/2 = 50.00% Numeric Index: 24/8 = 3.00
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Remarks:

HYDROLOGY

<u>NO</u> Recorded Data(Describe in Remarks): <u>N/A</u> Stream, Lake or Tide Gauge <u>N/A</u> Aerial Photographs <u>N/A</u> Other <u>YES</u> No Recorded Data Field Observations Depth of Surface Water: None (in.) Depth to Free Water in Pit: > 20 (in.) Depth to Saturated Soil: > 20 (in.)	Wetland Hydrology Indicators Primary Indicators <u>NO</u> Inundated <u>NO</u> Saturated in Upper 12 Inches <u>NO</u> Water Marks <u>NO</u> Drift Lines <u>NO</u> Sediment Deposits <u>NO</u> Drainage Patterns in Wetlands Secondary Indicators (2 or more required): <u>NO</u> Oxidized Root Channels in Upper 12 Inches <u>NO</u> Water-Stained Leaves <u>NO</u> Local Soil Survey Data <u>NO</u> FAC-Neutral Test <u>NO</u> Other (Explain in Remarks)
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 21-Aug-2007 County: Baldwin State: Alabama Plot ID: U-1
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SOILS

Map Unit Name (Series and Phase): Lakeland loamy fine sand, 5-8% slopes Map Symbol: LaC Drainage Class: ED Taxonomy (Subgroup): Grossarenic Paleudults Profile Description						Mapped Hydric Inclusion? Field Observations Confirm Mapped Type? Yes ☐ No ☒	
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast		Texture, Concretions, Structure, etc	
0-2		10YR4/2	N/A	N/A	N/A	Sand, salt/pepper	
2-20		2.5Y5/4	N/A	N/A	N/A	Sand	
Hydric Soil Indicators: <u>NO</u> Histosol <u>NO</u> Histic Epipedon <u>NO</u> Sulfidic Odor <u>NO</u> Aquic Moisture Regime <u>NO</u> Reducing Conditions <u>NO</u> Gleyed or Low Chroma Colors <u>NO</u> Concretions <u>NO</u> High Organic Content in Surface Layer in Sandy Soils <u>NO</u> Organic Streaking in Sandy Soils <u>NO</u> Listed on Local Hydric Soils List <u>NO</u> Listed on National Hydric Soils List <u>NO</u> Other (Explain in Remarks)							
Remarks:							

WETLAND DETERMINATION

Hydrophytic Vegetation Present? Yes ☒ No ☐ Wetland Hydrology Present? Yes ☒ No ☐ Hydric Soils Present? Yes ☒ No ☐	Is the Sampling Point within the Wetland? Yes ☐ No ☒
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 21-Aug-2007 County: Baldwin State: Alabama Plot ID: W-2
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Do Normal Circumstances exist on the site? Is the site significantly disturbed (Atypical Situation)? Is the area a potential Problem Area? (If needed, explain on the reverse side)	☒ Yes ☐ Yes ☐ Yes	☐ No ☒ No ☒ No	Community ID: Forested Wetland Transect ID: Field Location: W-central area along main drainageway
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VEGETATION (USFWS Region No. 2)

Dominant Plant Species(Latin/Common)	Stratum	Indicator	Plant Species(Latin/Common)	Stratum	Indicator
<i>Magnolia virginiana</i>	Tree	FACW+	<i>Ilex virginica</i>	Shrub	FACW+
Magnolia, Sweetbay			Willow, Virginia		
<i>Nyssa sylvatica</i>	Tree	OBL	<i>Myrica cerifera</i>	Shrub	FAC+
Tupelo, Swamp			Bayberry, Southern		
<i>Acer rubrum</i>	Tree	FAC	<i>Myrica cerifera</i>	Herb	FAC+
Maple, Red			Bayberry, Southern		
<i>Pinus elliotii</i>	Tree	FACW	<i>Osmunda cinnamomea</i>	Herb	FACW+
Pine, Slash			Fern, Cinnamon		
<i>Viburnum nudum</i>	Shrub	FACW+	<i>Woodwardia areolata</i>	Herb	OBL
Viburnum, Possum-Haw			Chainfern, Notted		
<i>Ilex coriacea</i>	Shrub	FACW	<i>Smilax laurifolia</i>	Vine	FACW+
Holly, Bay-Gall			Greenbrier, Laurel-Leaf		
<i>Ilex coriacea</i>	Herb	FACW	<i>Rhododendron viscosum</i>	Shrub	FACW+
Holly, Bay-Gall			Azalea, Swamp		

Percent of Dominant Species that are OBL, FACW or FAC:
 (excluding FAC-) 14/14 = 100.00%

FAC Neutral: 11/11 = 100.00%
Numeric Index: 29/14 = 2.07

Remarks:

HYDROLOGY

<u>NO</u> Recorded Data(Describe in Remarks): <u>N/A</u> Stream, Lake or Tide Gauge <u>N/A</u> Aerial Photographs <u>N/A</u> Other <u>YES</u> No Recorded Data Field Observations Depth of Surface Water: None (In.) Depth to Free Water in Pit: = 5 (In.) Depth to Saturated Soil: = 0 (In.)	Wetland Hydrology Indicators Primary Indicators <u>NO</u> Inundated <u>YES</u> Saturated in Upper 12 Inches <u>NO</u> Water Marks <u>NO</u> Drift Lines <u>NO</u> Sediment Deposits <u>NO</u> Drainage Patterns in Wetlands Secondary Indicators (2 or more required): <u>NO</u> Oxidized Root Channels in Upper 12 Inches <u>YES</u> Water-Stained Leaves <u>NO</u> Local Soil Survey Data <u>YES</u> FAC-Neutral Test <u>NO</u> Other (Explain in Remarks)
Remarks: Soil saturated to the surface.	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 21-Aug-2007 County: Baldwin State: Alabama Plot ID: W-2
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SOILS

Map Unit Name (Series and Phase): Local Alluvial Land						Mapped Hydric Inclusion? Bibb	
Map Symbol: Lv Drainage Class: SWD or WD						Field Observations Confirm Mapped Type? Yes ☒ No	
Taxonomy (Subgroup): Aquic Udfluvients							
Profile Description							
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast		Texture, Concretions, Structure, etc	
0-20		10YR2/1	N/A	N/A	N/A	Sand, Muck	
Hydric Soil Indicators:							
<u>YES</u> Histosol <u>NO</u> Histic Epipedon <u>NO</u> Sulfidic Odor <u>NO</u> Aquic Moisture Regime <u>NO</u> Reducing Conditions <u>NO</u> Gleyed or Low Chroma Colors				<u>NO</u> Concretions <u>NO</u> High Organic Content in Surface Layer in Sandy Soils <u>NO</u> Organic Streaking in Sandy Soils <u>NO</u> Listed on Local Hydric Soils List <u>NO</u> Listed on National Hydric Soils List <u>YES</u> Other (Explain in Remarks)			
Remarks: Hydric Soil Field Indicator A1 - Histosol was met at this sample point.							

WETLAND DETERMINATION

Hydrophytic Vegetation Present? ☒ Yes ☐ No Wetland Hydrology Present? ☒ Yes ☐ No Hydric Soils Present? ☒ Yes ☐ No	Is the Sampling Point within the Wetland? ☒ Yes ☐ No
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property
Applicant/Owner: City of Daphne
Investigators: Wetland Resources (JS)

Project No:

Date: 22-Aug-2007
County: Baldwin
State: Alabama
Plot ID: U-4

Do Normal Circumstances exist on the site?
 Is the site significantly disturbed (Atypical Situation)?
 Is the area a potential Problem Area?
 (If needed, explain on the reverse side)

Yes ☐ No ☐
 Yes ☐ No ☐
 Yes ☐ No ☐

Community ID: Forested Upland
Transect ID:
Field Location:
 N-central area; NW of dirt pit

(USFWS Region No. 2)

VEGETATION

Dominant Plant Species(Latin/Common)	Stratum	Indicator	Plant Species(Latin/Common)	Stratum	Indicator
<i>Pinus taeda</i>	Tree	FAC	<i>Myrica cerifera</i>	Shrub	FAC+
Pine, Loblolly			Bayberry, Southern	Herb	FAC+
<i>Pinus taeda</i>	Shrub	FAC	<i>Myrica cerifera</i>	Shrub	FACU
Pine, Loblolly			Bayberry, Southern		
<i>Prunus serotina</i>	Tree	FACU	<i>Vaccinium arboreum</i>	Herb	NI
Cherry, Black			Farkleberry		
<i>Prunus serotina</i>	Shrub	FACU	<i>Imperata cylindrica</i>	Herb	FAC
Cherry, Black			Cogongrass		
<i>Prunus serotina</i>	Herb	FACU	<i>Rubus betulifolius</i>	Vine	FAC
Cherry, Black			Blackberry		
<i>Ilex vomitoria</i>	Shrub	FAC	<i>Smilax bona-nox</i>	Vine	FAC-
Yaupon			Greenbrier, Saw		
<i>Ilex vomitoria</i>	Herb	FAC	<i>Lonicera japonica</i>	Shrub	FAC
Yaupon			Honeysuckle, Japanese		
<i>Vaccinium elliotii</i>	Shrub	FAC+	<i>Juniperus silicicola</i>	Herb	FAC
Blueberry, Elliott			Cedar, Southern Red		
<i>Vaccinium elliotii</i>	Herb	FAC+	<i>Juniperus silicicola</i>		
Blueberry, Elliott			Cedar, Southern Red		

Percent of Dominant Species that are OBL, FACW or FAC:
 (excluding FAC-) 12/17 = 70.59%

FAC Neutral: 0/4 = 0.00%
Numeric Index: 55/17 = 3.24

Remarks:

Unidentified graminoid also present.

HYDROLOGY

NO Recorded Data(Describe in Remarks):
N/A Stream, Lake or Tide Gauge
N/A Aerial Photographs
N/A Other

YES No Recorded Data

Field Observations

Depth of Surface Water: None (in.)
Depth to Free Water in Pit: > 20 (in.)
Depth to Saturated Soil: > 20 (in.)

Wetland Hydrology Indicators

Primary Indicators

NO Inundated
NO Saturated in Upper 12 inches
NO Water Marks
NO Drift Lines
NO Sediment Deposits
NO Drainage Patterns in Wetlands

Secondary Indicators (2 or more required):
NO Oxidized Root Channels in Upper 12 inches
NO Water-Stained Leaves
NO Local Soil Survey Data
NO FAC-Neutral Test
NO Other (Explain in Remarks)

Remarks:

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: U-4
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SOILS

Map Unit Name (Series and Phase): Lakeland loamy fine sand, 5-8% slopes Map Symbol: LaC Drainage Class: ED Taxonomy (Subgroup): Grossarenic Paleudults						Mapped Hydric Inclusion? Field Observations Confirm Mapped Type? Yes ☒ No	
Profile Description							
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast		Texture, Concretions, Structure, etc	
0-12		7.5YR7/8	N/A	N/A	N/A	Loamy sand	
12-20		7.5YR6/8	7.5YR7/8	Common	Distinct	Loamy sand, not redox	
Hydric Soil Indicators: <u>NO</u> Histosol <u>NO</u> Histc Epipedon <u>NO</u> Sulfidic Odor <u>NO</u> Aquic Moisture Regime <u>NO</u> Reducing Conditions <u>NO</u> Gleyed or Low Chroma Colors <u>NO</u> Concretions <u>NO</u> High Organic Content in Surface Layer in Sandy Soils <u>NO</u> Organic Streaking in Sandy Soils <u>NO</u> Listed on Local Hydric Soils List <u>NO</u> Listed on National Hydric Soils List <u>NO</u> Other (Explain in Remarks)							
Remarks:							

WETLAND DETERMINATION

Hydrophytic Vegetation Present? Yes ☒ No ☐ Wetland Hydrology Present? Yes ☒ No ☐ Hydric Soils Present? Yes ☒ No ☐	Is the Sampling Point within the Wetland? Yes ☒ No ☐
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: U-5
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Do Normal Circumstances exist on the site? ☒ Yes ☐ No Is the site significantly disturbed (Atypical Situation)? ☐ Yes ☒ No Is the area a potential Problem Area? ☐ Yes ☒ No (If needed, explain on the reverse side)	Community ID: Oak/Pine Forest Transect ID: Field Location: central area; N of stream head
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(USFWS Region No. 2)					
VEGETATION				Stratum	Indicator
Dominant Plant Species(Latin/Common)	Stratum	Indicator	Plant Species(Latin/Common)	Stratum	Indicator
<i>Quercus nigra</i>	Tree	FAC	<i>Acer rubrum</i>	Herb	FAC
Oak, Water			Maple, Red	Shrub	FACU
<i>Quercus nigra</i>	Shrub	FAC	<i>Prunus serotina</i>	Shrub	FAC+
Oak, Water			Cherry, Black		
<i>Pinus taeda</i>	Tree	FAC	<i>Myrica cerifera</i>		
Pine, Loblolly			Bayberry, Southern	Herb	FAC
<i>Pinus taeda</i>	Shrub	FAC	<i>Ilex vomitoria</i>		
Pine, Loblolly			Yaupon	Herb	NI
<i>Pinus taeda</i>	Herb	FAC	<i>Quercus hemisphaerica</i>		
Pine, Loblolly			Laurel Oak	Vine	FAC
<i>Vaccinium arboreum</i>	Shrub	FACU	<i>Vitis rotundifolia</i>		
Farkleberry			Grape, Muscadine		
<i>Acer rubrum</i>	Shrub	FAC			
Maple, Red					
Percent of Dominant Species that are OBL, FACW or FAC: (excluding FAC-) 10/12 = 83.33%			FAC Neutral: 0/2 = 0.00% Numeric Index: 38/12 = 3.17		
Remarks:					

HYDROLOGY		Wetland Hydrology Indicators
<u>NO</u> Recorded Data(Describe in Remarks): <u>N/A</u> Stream, Lake or Tide Gauge <u>N/A</u> Aerial Photographs <u>N/A</u> Other <u>YES</u> No Recorded Data		Primary Indicators <u>NO</u> Inundated <u>NO</u> Saturated In Upper 12 Inches <u>NO</u> Water Marks <u>NO</u> Drift Lines <u>NO</u> Sediment Deposits <u>NO</u> Drainage Patterns in Wetlands Secondary Indicators (2 or more required): <u>NO</u> Oxidized Root Channels In Upper 12 Inches <u>NO</u> Water-Stained Leaves <u>NO</u> Local Soil Survey Data <u>NO</u> FAC-Neutral Test <u>NO</u> Other (Explain in Remarks)
Field Observations Depth of Surface Water: None (in.) Depth to Free Water in Pit: > 20 (in.) Depth to Saturated Soil: > 20 (in.)		
Remarks:		

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: U-6
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SOILS

Map Unit Name (Series and Phase): Lakeland loamy fine sand, 6-8% slopes
Map Symbol: LaC **Drainage Class:** ED **Mapped Hydric Inclusion?**
Taxonomy (Subgroup): Grossarenic Paleudult **Field Observations Confirm Mapped Type?** Yes ☒ No

Profile Description

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc
0-4		10YR5/2	N/A	N/A N/A	Sand, salt/pepper
4-7		2.5Y5/3	N/A	N/A N/A	Sand
7-8		2.5Y3/2	N/A	N/A N/A	Loamy sand
8-12		2.5Y4/2	N/A	N/A N/A	Loamy sand
12-20		2.5Y4/4	N/A	N/A N/A	Loamy sand

Hydric Soil Indicators:

<u>NO Histosol</u> <u>NO Histic Epipedon</u> <u>NO Sulfidic Odor</u> <u>NO Aquic Moisture Regime</u> <u>NO Reducing Conditions</u> <u>NO Gleyed or Low Chroma Colors</u>	<u>NO Concretions</u> <u>NO High Organic Content in Surface Layer in Sandy Soils</u> <u>NO Organic Streaking in Sandy Soils</u> <u>NO Listed on Local Hydric Soils List</u> <u>NO Listed on National Hydric Soils List</u> <u>NO Other (Explain in Remarks)</u>
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Remarks:

WETLAND DETERMINATION

Hydrophytic Vegetation Present? Yes ☒ No Wetland Hydrology Present? Yes ☒ No Hydric Soils Present? Yes ☒ No	Is the Sampling Point within the Wetland? Yes ☒ No
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Remarks:

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site:	Sports Complex Property	Project No:	Date: 22-Aug-2007
Applicant/Owner:	City of Daphne		County: Baldwin
Investigators:	Wetland Resources (JS)		State: Alabama
			Plot ID: W-3
		Community ID:	Forested Wetland

Investigators: Wetland Resources (2)		
Do Normal Circumstances exist on the site? Is the site significantly disturbed (Atypical Situation)? Is the area a potential Problem Area? (If needed, explain on the reverse side)	Yes ☒ No ☐ Yes ☐ No ☒ Yes ☐ No ☒	Community ID: Forested Wetland Transect ID: Field Location: Central area at head of stream
USEWS Region No. 2)		

VEGETATION

[illegible]

Percent of Dominant Species that are OBL, FACW or FAC: (excluding FAC-) 7/8 = 87.50%	FAC Neutral: 6/7 = 85.71% Numeric Index: 19/8 = 2.38
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Remarks:

HYDROLOGY

NO Recorded Data (Describe in Remarks):
N/A Stream, Lake or Tide Gauge
N/A Aerial Photographs
N/A Other

YES No Recorded Data

Field Observations

Depth of Surface Water: None (In.)
 Depth to Free Water in Pit: > 20 (In.)
 Depth to Saturated Soil: = 5 (In.)

Wetland Hydrology Indicators

Primary Indicators

NO Inundated

NO Inundated
YES Saturated In Upper 12 Inches

NO Water Marks

NO Drift Lines

NO Sediment Deposits

NO Sediment Deposition
NO Drainage Patterns In Wetlands

Secondary Indicators (2 or more required):

YES Oxidized Root Channels In Upper 12 Inches

YES Oxidized Root Channels
NO Water-Stained Leaves

NO Water-Stained Leaves
NO Local Soil Survey Data

NO Local Soil Survey
YES FAC-Neutral Test

YES FAC-Neutral Test
NO Other (Explain in Remarks)

Remarks:

Remarks.
Did not wait for pit to fill.

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: W-3
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SOILS

Map Unit Name (Series and Phase): Local Alluvial Land				Mapped Hydric Inclusion? Bibb		
Map Symbol: Lv Drainage Class: SWD or WD				Field Observations Confirm Mapped Type? Yes ☐ No ☒		
Taxonomy (Subgroup): Aquic Udluvents						
Profile Description						
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast		Texture, Concretions, Structure, etc
0-3		10YR6/4	N/A	N/A	N/A	Sand, sediment or fill
3-5		10YR6/4	7.5YR4/6	Many	Distinct	Loamy sand, sediment or fill
5-7		10YR3/2	7.5YR4/6	Many	Distinct	Loamy sand, Oxidized rhizospheres
7-9		10YR3/2	7.5YR4/6	Few	Distinct	Sand, Oxidized rhizospheres
9-20		10YR4/1	7.5YR4/6	Few	Distinct	Sand, Oxidized rhizospheres
Hydric Soil Indicators:						
<u>NO</u> Histosol <u>NO</u> Histic Epipedon <u>NO</u> Sulfidic Odor <u>NO</u> Aquic Moisture Regime <u>NO</u> Reducing Conditions <u>YES</u> Gleyed or Low Chroma Colors			<u>NO</u> Concretions <u>NO</u> High Organic Content in Surface Layer in Sandy Soils <u>NO</u> Organic Streaking in Sandy Soils <u>NO</u> Listed on Local Hydric Soils List <u>NO</u> Listed on National Hydric Soils List <u>YES</u> Other (Explain in Remarks)			
Remarks: Hydric Soil Field Indicator S5 - Sandy Redox was met at this sample point.						

WETLAND DETERMINATION

Hydrophytic Vegetation Present? ☒ Yes ☐ No Wetland Hydrology Present? ☒ Yes ☐ No Hydric Soils Present? ☒ Yes ☐ No	Is the Sampling Point within the Wetland? ☒ Yes ☐ No
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: W-4
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Do Normal Circumstances exist on the site? Is the site significantly disturbed (Atypical Situation:)? Is the area a potential Problem Area? (If needed, explain on the reverse side)	Yes ☒ No ☐ Yes ☐ No ☒ Yes ☐ No ☒	Community ID: Forested Wetland Transect ID: Field Location: SW area near S prop line in tributary
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VEGETATION (USFWS Region No. 2)

Dominant Plant Species(Latin/Common)	Stratum	Indicator	Plant Species(Latin/Common)	Stratum	Indicator
<i>Liriodendron tulipifera</i>	Tree	FAC	<i>Sapum sebiferum</i>	Herb	FAC
Tree, Tulip			Tallow-Tree, Chinese		
<i>Liriodendron tulipifera</i>	Shrub	FAC	<i>Ligustrum sinense</i>	Shrub	FAC
Tree, Tulip			Privet, Chinese		
<i>Nyssa sylvatica</i>	Tree	OBL	<i>Ligustrum sinense</i>	Herb	FAC
Tupelo, Swamp			Privet, Chinese		
<i>Magnolia virginiana</i>	Tree	FACW+	<i>Itea virginica</i>	Shrub	FACW+
Magnolia, Sweetbay			Willow, Virginia		
<i>Magnolia virginiana</i>	Shrub	FACW+	<i>Itea virginica</i>	Herb	FACW+
Magnolia, Sweetbay			Willow, Virginia		
<i>Sapum sebiferum</i>	Tree	FAC	<i>Woodwardia areolata</i>	Herb	OBL
Tallow-Tree, Chinese			Chainfern, Nettle		
<i>Sapum sebiferum</i>	Shrub	FAC	<i>Rubus betulifolius</i>	Herb	FAC
Tallow-Tree, Chinese			Blackberry		

Percent of Dominant Species that are OBL, FACW or FAC: (excluding FAC-) 14/14 = 100.00%	FAC Neutral: 6/6 = 100.00% Numeric Index: 34/14 = 2.43
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Remarks:

HYDROLOGY

<u>NO</u> Recorded Data(Describe in Remarks): <u>N/A</u> Stream, Lake or Tide Gauge <u>N/A</u> Aerial Photographs <u>N/A</u> Other <u>YES</u> No Recorded Data Field Observations Depth of Surface Water: None (in.) Depth to Free Water in Pit: > 20 (in.) Depth to Saturated Soil: > 20 (in.)	Wetland Hydrology Indicators Primary Indicators <u>NO</u> Inundated <u>NO</u> Saturated in Upper 12 Inches <u>NO</u> Water Marks <u>NO</u> Drift Lines <u>NO</u> Sediment Deposits <u>YES</u> Drainage Patterns in Wetlands Secondary Indicators (2 or more required): <u>YES</u> Oxidized Root Channels in Upper 12 Inches <u>NO</u> Water-Stained Leaves <u>NO</u> Local Soil Survey Data <u>YES</u> FAC-Neutral Test <u>NO</u> Other (Explain in Remarks)
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Remarks:

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/ Site: Sports Complex Property Applicant/ Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: W-4
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SOILS

Map Unit Name (Series and Phase): Local Alluvial Land				Mapped Hydric Inclusion? Bibb		
Map Symbol: Lv Drainage Class: SWD or WD				Field Observations Confirm Mapped Type? Yes ☐ No ☒		
Taxonomy (Subgroup): Aquic Udi fluvents						
Profile Description						
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast		Texture, Concretions, Structure, etc
0-3		10YR4/3	N/A	N/A	N/A	Sand, sediment
3-7		10YR5/2	10YR4/6	Common	Distinct	Sand, Oxidized rhizospheres
7-11		10YR4/2	5YR4/4	Common	Distinct	Sand, Oxidized rhizospheres
11-20		10YR4/2	5YR4/4 10YR6/4	Common Many	Distinct Distinct	Sand, Oxidized rhizospheres
Hydric Soil Indicators:						
<u>NO Histosol</u> <u>NO Histic Epipedon</u> <u>NO Sulfidic Odor</u> <u>NO Aquic Moisture Regime</u> <u>NO Reducing Conditions</u> <u>YES Gleyed or Low Chroma Colors</u> <u>NO Concretions</u> <u>NO High Organic Content in Surface Layer in Sandy Soils</u> <u>NO Organic Streaking in Sandy Soils</u> <u>NO Listed on Local Hydric Soils List</u> <u>NO Listed on National Hydric Soils List</u> <u>YES Other (Explain in Remarks)</u>						
Remarks: Hydric Soil Field Indicator S5 - Sandy Redox was met at this sample point.						

WETLAND DETERMINATION

Hydrophytic Vegetation Present? ☒ Yes ☐ No	Is the Sampling Point within the Wetland? ☒ Yes ☐ No
Wetland Hydrology Present? ☒ Yes ☐ No	
Hydric Soils Present? ☒ Yes ☐ No	
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: U-8
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Do Normal Circumstances exist on the site? Is the site significantly disturbed (Atypical Situation)? Is the area a potential Problem Area? (If needed, explain on the reverse side)	Yes ☒ No ☐ Yes ☐ No ☒ Yes ☐ No ☒	Community ID: Forested Upland Transect ID: Field Location: S-cent area E of tributary to main drain
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(USFWS Region No. 2)					
Dominant Plant Species(Latin/Common)	Stratum	Indicator	Plant Species(Latin/Common)	Stratum	Indicator
<i>Quercus virginiana</i>	Tree	FACU+	<i>Callicarpa americana</i>	Herb	FACU-
Oak, Live			<i>Beauty-Berry, American</i>		
<i>Quercus hemisphaerica</i>	Tree	NI	<i>Ilex vomitoria</i>	Herb	FAC
Laurel Oak			<i>Yaupon</i>		
<i>Quercus hemisphaerica</i>	Shrub	NI	<i>Lonicera japonica</i>	Herb	FAC-
Laurel Oak			<i>Honeysuckle, Japanese</i>		
<i>Quercus hemisphaerica</i>	Herb	NI	<i>Toxicodendron radicans</i>	Herb	FAC
Laurel Oak			<i>Ivy, Poison</i>		
<i>Quercus nigra</i>	Shrub	FAC	<i>Gelsemium sempervirens</i>	Vine	FAC
Oak, Water			<i>Jessamine, Yellow</i>		
<i>Quercus nigra</i>	Herb	FAC	<i>Vitis rotundifolia</i>	Vine	FAC
Oak, Water			<i>Grape, Muscadine</i>		
<i>Pinus taeda</i>	Shrub	FAC	<i>Smilax smallii</i>	Vine	FACU
Pine, Loblolly			<i>Greenbrier, Lance-Leaf</i>		
<i>Callicarpa americana</i>	Shrub	FACU-			
<i>Beauty-Berry, American</i>					
Percent of Dominant Species that are OBL, FACW or FAC: (excluding FAC-) 7/12 = 58.33%			FAC Neutral: 0/4 = 0.00% Numeric Index: 40/12 = 3.33		
Remarks:					

HYDROLOGY

<u>NO</u> Recorded Data(Describe in Remarks): <u>N/A</u> Stream, Lake or Tide Gauge <u>N/A</u> Aerial Photographs <u>N/A</u> Other <u>YES</u> No Recorded Data Field Observations Depth of Surface Water: None (in.) Depth to Free Water in Pit: > 20 (in.) Depth to Saturated Soil: > 20 (in.)	Wetland Hydrology Indicators Primary Indicators <u>NO</u> Inundated <u>NO</u> Saturated in Upper 12 inches <u>NO</u> Water Marks <u>NO</u> Drift Lines <u>NO</u> Sediment Deposits <u>NO</u> Drainage Patterns in Wetlands Secondary Indicators (2 or more required): <u>NO</u> Oxidized Root Channels in Upper 12 inches <u>NO</u> Water-Stained Leaves <u>NO</u> Local Soil Survey Data <u>NO</u> FAC-Neutral Test <u>NO</u> Other (Explain in Remarks)
Remarks:	

DATA FORM
ROUTINE WETLAND DETERMINATION
(1987 COE Wetlands Delineation Manual)

Project/Site: Sports Complex Property Applicant/Owner: City of Daphne Investigators: Wetland Resources (JS)	Project No:	Date: 22-Aug-2007 County: Baldwin State: Alabama Plot ID: U-6
--	--------------------	--

SOILS

Map Unit Name (Series and Phase): Lakeland loamy fine sand, 0-5% slopes						Mapped Hydric Inclusion?
Map Symbol: LaB Drainage Class: Excessively Drained				Field Observations Confirm Mapped Type? Yes ☐ No ☒		
Taxonomy (Subgroup): Grossarenic Paleudulle						
Profile Description						
Depth (Inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Color (Munsell Moist)	Mottle Abundance/Contrast	Texture, Concretions, Structure, etc	
0-5		10YR5/2	N/A	N/A N/A	Sand	
5-10		2.5Y5/3	N/A	N/A N/A	Sand	
10-20		2.5Y5/4	N/A	N/A N/A	Loamy sand	
Hydric Soil Indicators:						
<u>NO Histosol</u> <u>NO Histic Epipedon</u> <u>NO Sulfidic Odor</u> <u>NO Aquic Moisture Regime</u> <u>NO Reducing Conditions</u> <u>NO Gleyed or Low Chroma Colors</u>			<u>NO Concretions</u> <u>NO High Organic Content in Surface Layer in Sandy Soils</u> <u>NO Organic Streaking in Sandy Soils</u> <u>NO Listed on Local Hydric Soils List</u> <u>NO Listed on National Hydric Soils List</u> <u>NO Other (Explain in Remarks)</u>			
Remarks:						

WETLAND DETERMINATION

Hydrophytic Vegetation Present? Yes ☒ No ☐	Is the Sampling Point within the Wetland? Yes ☐ No ☒
Wetland Hydrology Present? Yes ☐ No ☒	
Hydric Soils Present? Yes ☐ No ☒	
Remarks:	

Attachment 2

Daphne Sports Complex Wetland and Wetland Buffer Zone Impacts 7/28/16, 8/2/16 & 8/9/16

by Ashley Campbell

Daphne Sports Complex Phase II



7/28/16 30' Vegetated Buffer Zone Disturbed into Wetlands
IMG_5431



7/28/16 30' Vegetated Buffer Zone Disturbed into Wetlands
IMG_5435

Daphne Sports Complex Phase II



7/28/16 30' Vegetated Buffer Zone Disturbed into Wetlands
IMG_5438



7/28/16 30' Vegetated Buffer Zone Disturbed into Wetlands
IMG_5443

Daphne Sports Complex Phase II



7/28/16 30' Vegetated Buffer Zone Disturbed into Wetlands
IMG_5453

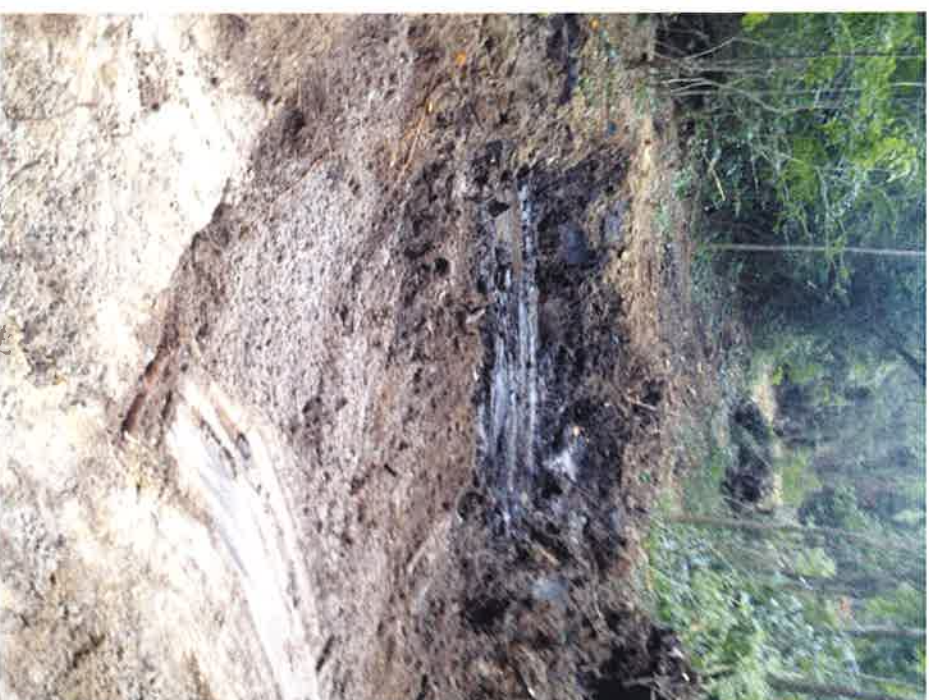


7/28/16 Wetland Impacts
IMG_5459

Daphne Sports Complex Phase II



7/28/16 30' Vegetated Buffer Zone Disturbed into Wetlands
IMG_5474



8/2/16 Wetland Excavation
Impact013

Daphne Sports Complex Phase II



8/2/16 Dump Truck with Red Clay Stopped
014



8/2/16 Wetland Impacts
015

Daphne Sports Complex Phase II



8/2/16 Upstream Wetlands
016



8/2/16 Wetland Impact
017

Daphne Sports Complex Complex Phase II



8/3/16 USACE Inspection-Wetland Impacts
002

Daphne Sports Complex Phase II



8/2/16 30' Vegetated Buffer Zone Disturbed
020



8/9/16 Gravel placed in wetlands
IMG_5576

Daphne Sports Complex Phase II



8/9/16 Inspection Pink Wetland Flagging -30' Non-disturbed Buffer Zone Disturbed
IMG_5583

Attachment 3



The Jubilee City

Planning Commission Reports

August 25, 2016 Regular Meeting

Together we're still guiding the way.....

Honorable Members

Councilman Ron Scott
Fire Chief, James "Bo" White
Hudson Sandefur
Chairman, Larry Chason
Charles Smith
Tyrone Fenderson, Jr.
Marybeth Bergin
William Scully, Jr.
Ed Kirby

Adrienne D. Jones, Director of Community Development & Zoning Administrator
Jan Vallecillo, Planning Coordinator

.....Promoting health, safety, convenience, order, prosperity and general welfare for the City of Daphne.

Site Plans: Preliminary Associates; Replat: The Reserve Lots 25, 26, Common Area A Christ the King; Final Plats: Caroline Wiegels Phase 2C & 2D, Villa at St. Charles; Preliminary/Final Plat-Beowulf; Preliminary Plat-Winged Foot, Phase One, La Piazza Di San Francesco via del Pollard; Rezoning Fred Corte

A Motion was made by Mr. Scott and **Seconded** by Mr. Fenderson **to grant Planning Commission approval of a custard shop in a B-1(a), Limited Local Business, zone and approval of the site plan for Whit's Frozen Custard. There was no discussion on the motion. The Motion carried unanimously.**

The next order of business is site plan review for the Daphne Sports Complex, Phase 2.

An introductory presentation was given by Mr. Scott Hutchinson, representative of Hutchinson, Moore & Rauch, of site plan review for the second phase of the sports complex proposed by the recreation board consisting of approximately eight-three acres located southwest of the intersection of Pinehill Road and Park Drive.

Chairman asked for Commission questions or comments and commented on the request to reduce the wetland buffer from thirty to ten feet.

Mr. Hutchinson referenced correspondence provided to the Commission by Richard Johnson, Public Works Director, addressing the request for a variance to modify the wetland buffer and phasing. The variance would allow for encroachments into the wetland buffers and for the maximum disturbed area to exceed seventeen acres during the construction for the establishment of the second phase of the sports complex, roadway and detention basin/lake. The city plans to mitigate and/or offset any potential negative impacts on the four isolated encroachment points of the buffers and to re-establish vegetation.

Chairman asked for Commission questions or comments and if the necessary permits have been obtained. Ms. Campbell, the Environmental Programs Manager, stated that the final ADEM permit is pending and must be issued prior to the issuance of the site disturbance permit. A revised BMP plan is required to insure that additional measures are being taken during construction for those areas that will exceed seventeen acres or the required maximum disturbed area.

Mr. Kirby asked if traffic has been addressed. Mr. Hutchinson stated that the installation of a turn lane was required by Mr. Eady in the first phas.

Mr. Scott stated they will have a staggered schedule, and traffic will have the ability to travel east or west.

Chairman stated as a past dirt pit and/or dump site, the development of this site will improve the off-site impacts. Mr. Scott stated that the step pools and drainage feature will improve the effects on Yancey Branch. Mr. Johnson stated that the development is warranted to improve drainage, and the site will be developed with an abundance of caution.

Mr. Scully stated that the Commission addressed the retaining wall buffer encroaching into the wetlands during discussion at the work session and asked how that will be addressed. Mr. Hutchinson stated that the intention is to flag the area and install orange fencing to protect the wetland buffers.

Chairman asked for Commission questions or comments and stated the Chair will entertain a motion.

A Motion was made by Mr. Scott and Seconded by Mr. Sandefur to grant approval of the site plan, to include a variance to reduce the wetland buffer area from 30-foot buffer area from 30 (thirty) to 10 (ten) feet and to allow the land disturbance area to exceed 17.5 (seventeen point five) acres for Daphne Sports Complex, Phase 2. There was no discussion on the motion. The Motion carried unanimously.

The next order of business is preliminary/final plat review for the Lipscomb Split.

An introductory presentation was given by Ms. Christine Clolinger, representing Davis & Fields, P.C., of preliminary/final plat review for a two-lot subdivision consisting of approximately five point eight seven acres located southeast of U.S. Highway 90 and Jenkins Road. The subdivision was granted an exemption by Baldwin County for a one time split for the owner to sell the southeastern corner of the property and a portion of a driveway.

Chairman asked for Commission questions or comments.

Mr. Scully asked why the parcel is not being subdivided to allow the purchase of the entire driveway. Ms. Clolinger stated originally it was; however, subsequently the owners revised the plat to allow for the sale of a portion of the driveway.

Chairman opened the floor for public participation. No one came forth. He closed the floor.

Chairman asked for Commission questions or comments and stated the Chair will entertain a motion.

A Motion was made by Mr. Kirby and Seconded by Ms. Bergin to grant approval of the preliminary/final plat for the Lipscomb Split. There was no discussion on the motion. The Motion carried unanimously.

The next order of business is preliminary/final plat review for the Witherington Acres.

An introductory presentation was given by Mr. Randall Witherington, representing Robert & Wanda Witherington, of preliminary/final plat review of a two-lot subdivision consisting of approximately one point

**The City of Daphne Planning Commission
Site Preview Summarization of Minutes
Wednesday, July 20, 2016 - 8:30 a.m.
Council Chambers, City Hall**

Larry Chason, Chairman	Hudson Sandefur	William Scully
Marybeth Bergin	Charles Smith	Ed Kirby
Chief James "Bo" White	Ron Scott, Councilman	Tyrone Fenderson, Jr.

CALL TO ORDER:

The site preview meeting of July 20, 2016 was called to order at 8:30 a.m.

CALL OF ROLL:

Members Present:

Larry Chason, Chairman, Marybeth Bergin, Chief White, Tyrone Fenderson, Ed Kirby and William Scully

Staff Present:

Adrienne Jones, Director of Community Development, Jan Vallecillo, Planning Coordinator, and Kevin Boucher, City Attorney

The next order of business is site plan review for Whit's Frozen Custard.

An introductory presentation was given by Ms. Kimberly Miller, representative of Jade Consulting, requesting site plan review of a one thousand square foot, pedestrian friendly frozen custard shop consisting of a covered deck, patio, tables, and rear parking on zero point six acres located southeast of Van Avenue and Main Street.

Chairman commented that the B-1(a) zone was created to soften B-1 uses and to protect the adjacent properties.

Chairman asked for Commission questions or comments and asked her to describe the exterior materials of the building. Ms. Miller stated it will be a metal building, but the owner is working on making the building more attractive.

Mr. Kirby asked about the buffers for this site. Ms. Jones stated a privacy fence, except on the south side. Ms. Miller stated the details of the fence are shown on the landscape plan. The owner does not want to install a fence on the south that would damage the roots of the trees. Instead, a two-foot decorative wall will be installed on the south property line designed to match the building.

Mr. Scully asked for clarification of a decorative wall on the southern property line and a six-foot privacy fence to encompass the property, except on the front. Ms. Miller stated that is correct.

There was no further discussion.

The next order of business is site plan review for Daphne Sports Complex, Phase 2.

**The City of Daphne Planning Commission
Site Preview Summarization of Minutes
Wednesday, July 20, 2016 - 8:30 a.m.
Council Chambers, City Hall**

Larry Chason, Chairman	Hudson Sandefur	William Scully
Marybeth Bergin	Charles Smith	Ed Kirby
Chief James "Bo" White	Ron Scott, Councilman	Tyrone Fenderson, Jr.

An introductory presentation was given by Mr. Jaye Robertson, representative of Hutchinson, Moore & Rauch, requesting site plan review of the second phase of the sports complex consisting of baseball/softball fields, bleachers, concessions, restrooms, pavilions, maintenance building, parking, sidewalks, walking trails, and a large detention basin/lake on approximately eighty-three acres located southeast of the intersection of Pinehill Road and Park Drive. The large detention basin and/or lake will have a depth of four hundred and sixty feet and a twelve-foot high retaining wall that is ten times the size required and will be considered a water feature on this site.

Chairman asked for Commission questions or comments and asked Mr. Robertson to address Ms. Campbell's comments.

Mr. Robertson stated the BMP was provided, and we are still in negotiations regarding the thirty-foot wetland buffer. He discussed the phasing of the development.

Ms. Campbell stated a survey was provided by the Corps of Engineers and others of the delineation of the wetlands. However, the survey does not document the environmental impacts, flooding, or the downstream affect this will have on Yancey Branch. Ordinance 2011-54 of the Land Use and Development Ordinance, requires a thirty-foot non-disturbed buffer for wetlands. The Commission does have the authority to waive the requirement of a buffer and phasing, but has not granted a waiver for any development since the enactment of the ordinance.

Mr. Johnson stated the design of this site has met and/or exceeded the requirements. Yancey Branch Stream Restoration was as part of phase one, and the development of this site will not only provide amenities, but enhance the wetlands.

Mr. Kirby asked if the traffic issue had been addressed and Mr. Robertson stated that was addressed in phase one, and the proposed improvements are a boulevard entrance, turn lane and a trail system.

There was no further discussion.

The next order of business is preliminary/final plat review for the Lipscomb Split.

An introductory presentation was given by Ms. Christine Clolinger, representing Davis & Fields, P.C., of preliminary/final plat review for a two-lot subdivision consisting of approximately five point eight seven acres located southeast of U.S. Highway 90 and Jenkins Road.

Attachment 4

**SPECIAL CALLED
CITY COUNCIL MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
JULY 21, 2014
BUSINESS MEETING
5:30 P.M.**

- 1. CALL TO ORDER**
- 2. ROLL CALL/INVOCATION / PLEDGE OF ALLEGIANCE**
- 3. RESOLUTION 2016-53. Approval of a Timber Sales Agreement with
Mobile Forest Products, Inc., Daphne Sports
Complex**
- 4. ANYTHING ELSE DEEMED NECESSARY**
- 5. ADJOURN**

**CITY OF DAPHNE
CITY COUNCIL**

ROLL CALL

CITY COUNCIL:

COUNCILWOMAN CONAWAY	PRESENT _____	ABSENT _____
COUNCILMAN LAKE	PRESENT _____	ABSENT _____
COUNCILMAN FRY	PRESENT _____	ABSENT _____
COUNCILMAN SCOTT	PRESENT _____	ABSENT _____
COUNCILMAN LEJEUNE	PRESENT _____	ABSENT _____
COUNCILWOMAN PHILLIPS	PRESENT _____	ABSENT _____
COUNCIL PRESIDENT RUDICELL	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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Resolution 2016-53

Approval of a Timber Sales Agreement with Mobile Forest Products, Inc., Daphne Sports Complex

WHEREAS, Ordinance 2012-48 sets forth an allocation of Lodging Tax proceeds that may be used for certain recreational grounds capital Items; and

WHEREAS, the City of Daphne has selected three design firms and three locations for new recreation facilities to be constructed within the City; and

WHEREAS, the firm of Hutchinson, Moore & Rauch, LLC and Lose and Associates have been contracted to design the new recreational facilities located on the City's Park City Property known as Daphne Sports Complex; and

WHEREAS, during the design process Hutchinson, Moore & Rauch, LLC and Lose and Associates have determined that there is value in the timber and forest products located on the property that will be required to be cleared prior to construction; and

WHEREAS, by having the extents of construction of Daphne Sports Complex cleared prior to projecting bidding will lower construction costs and expedite the project timeline; and

WHEREAS, Southeastern Natural Resources, Inc. (Art Dyas), Forestry Product Broker, has evaluated the property and determined that the brush (woody vegetation) can be removed at no cost to City and the Timber can be harvested and sold at fair market value; and

WHEREAS, Southeastern Natural Resources, Inc. (Art Dyas) has match the City with Mobile Forest Products, Inc. as the harvester/buyer for the timber and forest products located on the property; and

WHEREAS, any net proceeds from the sale of timber for the property can be applied to the project construction;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Daphne that:

- 1.) Southeastern Natural Resources, Inc. (Art Dyas) shall work with City Personnel and Design Professionals to identify and determine the timber and forest products to be harvested; and
- 2.) Authorize the Mayor to enter into the attached Sales Agreement with Mobile Forest Products, Inc., and execute any other documents required for the harvesting and sale of timber and forest products located on the property; and
- 3.) That all net proceeds from the sale of timber for the property be applied to the project construction.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF _____, 2016.

ATTEST:

Dane Haygood, Mayor

Rebecca A. Hayes, City Clerk

TWP.5S-RNG.2E - NORTHWEST

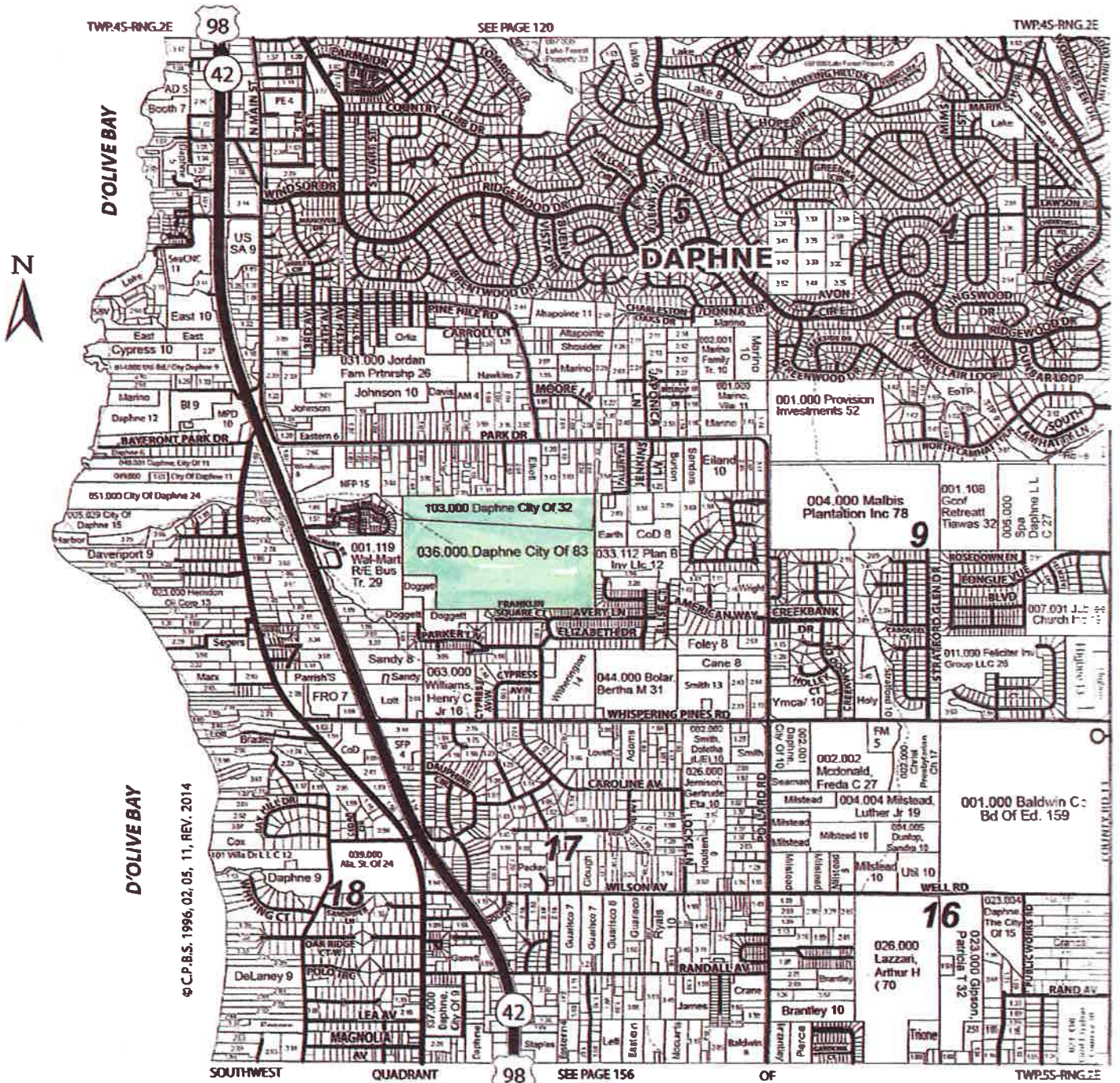
BALDWIN COUNTY, ALABAMA (LOCATOR 43)

Scale 1:27,000

1 Inch = 2,250 US Survey Feet

0 2,640 5,280

EXHIBIT A



TIMBER SALE AGREEMENT

THIS TIMBER SALE AGREEMENT ("Contract") is entered into as of this ____ day of , July, 2016, ("Effective Date") by and between The City of Daphne, ("SELLER"), and Mobile Forest Products, Inc. ("PURCHASER").

WHEREAS, SELLER has the rights to certain standing timber; and PURCHASER has inspected and desires to harvest the timber.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and PURCHASER agree as follows:

1. **Definitions.**

(a) "Land" or "Lands" means the area of approximately 116 (+/-) acres of real property located in Baldwin County, Alabama, depicted and/or described on Exhibit "A" attached hereto and incorporated herein by this reference.

(b) "Designated Timber" means all trees, logs or parts of logs standing or lying upon the Lands designated or marked by SELLER to be harvested .

2. **License Grants.**

(a) **Designated Timber.** SELLER grants the exclusive license and right to cut all Designated Timber on the Lands and agrees to sell (if applicable) such Designated Timber to PURCHASER, and PURCHASER agrees to sever, purchase (if applicable), and remove the Designated Timber on the Lands according to the terms in this Contract.

(b) **Access.** SELLER grants to PURCHASER access to the Lands at any and all times during the Term and further grants permission to use all roads owned or controlled by SELLER or that SELLER has the right to grant PURCHASER the use of within the Lands or adjacent thereto, when such roads are necessary for ingress and egress, and, with SELLER's prior written permission, the right to construct new roadways on the Lands or erect temporary structures upon the Lands (i.e. bridges), all only to the extent necessary for performance under this Contract.

(c) **Seller's Rights.** SELLER and its representative and assigns shall have the right to go upon the Lands and to perform any acts or operations thereon that will not unreasonably interfere with the rights of the PURCHASER under this Contract; and SELLER shall continue to have the full right to use, occupy, sell, lease or otherwise enjoy or dispose of any said Lands or any other timber or forest products thereon (other than the Designated Timber). PURCHASER, in the exercise of the rights herein granted, shall not in any way interfere with the use by SELLER of said Lands. This Contract is subject to any rights previously granted or hereafter granted by SELLER to lessees, contractors or agents of SELLER, other than rights granted in the

Designated Timber, and to any easements which now as may exist over, upon or across the Lands, all of which PURCHASER shall not interfere with.

3. **Title.** Title and risk of loss to the Designated Timber passes to PURCHASER upon severance of the Designated Timber. Prior to severance, all risk of loss to the Designated Timber remains with SELLER.

4. **Advance Payment.** N/A

5. **Price.** PURCHASER agrees to cut and remove all timber and brush at no cost to Seller. Seller will receive no payment for the woody vegetation removed by Purchaser.

Timber to be cut will be designated by SELLER'S representative, S. E. Natural Resources, Inc.

6. **Payment; Scale Tickets.** N/A

7. **Purchaser Obligations.**

(a) **Permits.** PURCHASER shall prepare, apply for, obtain and maintain in good standing any and all permits required from applicable governmental bodies for PURCHASER'S performance under this Contract and shall provide a copy of all permits to SELLER. SELLER shall provide any reasonable assistance needed to obtain any permits on the Lands.

(b) **Trespass.** PURCHASER, its employees, contractors and subcontractors, shall not commit any trespass outside of the Lands. PURCHASER shall not damage the Lands or cause damage to any other real property adjacent to the Lands. PURCHASER shall assume full responsibility and liability for any and all costs and losses associated with timber trespass, theft, and damage to property of SELLER, its affiliates or any third party.

(c) **Compliance.** PURCHASER shall during the Term comply with all applicable laws, ordinances, orders, directives, rules, regulations, permits and other requirements ("Laws") of any Federal, State or local governmental authority or agency, whether in force at the commencement of this Contract or enacted during the term of this Contract, including but not limited to, Laws relating to logging, forestry, fire prevention, hydrology, safety, environmental protection, threatened and endangered species and requirements for licensing or certification of

equipment or operations.

(d) Compliance with BMPs. PURCHASER agrees that cutting, skidding, loading and hauling shall in all respects comply with all Best Management Practices (“BMPs”) promulgated by the forestry commission or agency for the State of Alabama.

8. **Purchaser Performance.**

(a) Time is of the Essence. PURCHASER shall cut and remove all Designated Timber as defined herein. Time is of the essence in the performance of this Contract. Any and all Designated Timber not severed by the Expiration Date or any extensions granted by SELLER'S representative, shall be and remain the property of SELLER.

(b) Equipment. PURCHASER may bring onto the Lands and use such tools, wagons, carts, trucks, and equipment as are necessary for the performance of its obligations hereunder. Trucks, tractors and other equipment shall be parked to the side of the roads to allow through traffic at all times.

9. **Term.** The term of this Contract shall commence on the Effective Date and continue until October 1, 2016 (“Term”), unless earlier terminated as set forth herein or extended due to a Force Majeure (as defined below) with the consent of SELLER’s timber agent, Southeastern Natural Resources, Inc.

10. **Termination/Expiration.** In addition to any other right of termination in this Contract, termination may occur:

(a) if either PURCHASER or SELLER commits a material breach of this Contract and has not cured such breach within ten (10) days after notice of the breach; provided that SELLER shall have the right to immediately terminate this Contract if PURCHASER fails to make any payment required under this Contract within the time allowed for such payment; or

(b) immediately in the event of PURCHASER’s bankruptcy/insolvency, if PURCHASER (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days, or (iv) makes an assignment for the benefit of creditors.

The date that this Contract expires or is terminated under this Section 10 or otherwise is the “Expiration Date”. Any right of PURCHASER to enter the Lands or to cut or remove any Designated Timber, shall terminate effective on the Expiration Date, unless a time extension has been granted by SELLER; and all right, title and interest in and to the standing Designated Timber shall remain vested in SELLER. PURCHASER agrees to remove all equipment from the Lands within thirty (30) days of the Expiration Date. In the event PURCHASER does not remove its equipment within the time specified, SELLER shall have the right to treat the equipment remaining on its property as abandoned property, remove it from the Lands, and sell the equipment on commercially reasonable terms. The proceeds of any sale of the equipment

shall be applied first to the cost of removal and sale of the equipment, then any balance remaining will be paid to PURCHASER.

11. **Representations and Warranties.** SELLER hereby represents and warrants to PURCHASER as set forth in the following subsections:

(a) **Authority.** SELLER has the power and authority to execute, deliver and perform this Contract and the transactions contemplated herein in accordance with the terms hereof.

(b) **Validity; Consents.** The execution and delivery by SELLER of this Contract and the due consummation of the transactions contemplated herein have been duly and validly authorized by all necessary actions on the part of SELLER and this Contract constitutes a valid and legally binding agreement of SELLER. Neither the execution and delivery of this Contract by SELLER nor the consummation by SELLER of the transactions contemplated herein result in the breach of, or the imposition of any lien on any assets of SELLER pursuant to, or constitute a default under, any indenture or bank loan or credit agreement, or other agreement or instrument to which SELLER is a party or by which it or any of its properties may be bound or affected. No consent, approval, authorization or action by any governmental authority or any person having legal rights against or jurisdiction over SELLER is required in connection with the execution and delivery by SELLER of this Contract or for consummation by SELLER of the transactions contemplated herein.

(c) **Title.** Seller owns marketable fee-simple title to the Lands and Designated Timber, subject only to matters of record which do not affect SELLER's rights to convey the Designated Timber and other rights granted hereunder.

(d) **Environmental Notices.** SELLER is not aware of and has not received any notice of any environmental laws, regulations, restrictions, orders or agreements that would prohibit PURCHASER from harvesting the Designated Timber from the Lands in compliance with BMPs and the terms hereunder. The presence of gopher tortoises on the Land (as described in Section 12(b) below) does not prohibit PURCHASER from harvesting the Designated Timber from the Lands in compliance with BMPs and the terms hereunder.

(e) **Access.** SELLER either (i) has legal access to all parcels of the Land or (ii) will obtain access agreements from third parties allowing PURCHASER to access any parcel or parcels of the Land which do not currently have legal access if those parcels are needed to satisfy the depletion of the Advance Payment.

12. **Environmental Conditions.**

(a) In the event that, cutting or removal of part or all of the Designated Timber is prevented by federal, state or local laws or regulations, including but not limited to, the Endangered Species Act, and if such restriction is not due to any act or omission on the part of PURCHASER, its agents or contractors, PURCHASER shall have no obligation to harvest the Designated Timber so restricted. Provided, however, that if such restriction is removed at such time as to allow PURCHASER to cut and remove the Designated Timber in a commercially

reasonable fashion prior to the Expiration Date, PURCHASER shall be obligated to timely sever the Designated Timber.

(b) At the time of the execution of this Contract, SELLER and PURCHASER are aware of the presence on the Lands of the following plant or animal species listed by the U.S. Fish and Wildlife Service as threatened or endangered under the Endangered Species Act: Gopher Tortoise (not listed in Baldwin County). If SELLER or PURCHASER discovers any other such listed threatened or endangered species on the Lands during the Term, it is agreed that actions to protect such species will be taken

13. **Felling and Bucking.** PURCHASER shall conduct all operations under this Contract in a workmanlike manner, and shall not unnecessarily damage trees not included as Designated Timber. For Designated Timber less than or equal to 12" in diameter at stump height, PURCHASER shall fell such Designated Timber at a point not more than 6" above the adjacent ground level, and for Designated Timber greater than 12" in diameter at stump height, PURCHASER shall fell such Designated Timber at a point above the adjacent ground level of not more than one-half the diameter at stump height. Butt rot or other stump defects may be left on the stump. The workmanlike manner more specifically shall include but not be limited to:

(a) Directional felling-insofar as possible, Designated Timber should be felled with the direction of the skid so as to prevent unnecessary turning of the logs.

(b) Skid trails and logging ramps shall be kept to a minimum number necessary for removal of Designated Timber.

14. **Roads.** PURCHASER, in all phases of construction and logging operations shall protect to the maximum extent all roads, bridges, trails, telephone lines, ditches, fences and other improvements, and if any such improvements are damaged by PURCHASER's operations under this Contract, PURCHASER shall restore the improvement immediately to a condition satisfactory to SELLER and without expense to SELLER. Existing roads used by PURCHASER shall be left in the same or improved condition following the harvesting operations or before the termination of this Contract, whichever is sooner. PURCHASER shall remove all tops and other logging debris from or in all ditches, roads and streams. PURCHASER is authorized to use roads, structures and improvements necessary in the operations hereunder, upon the Lands and upon other SELLER lands in the vicinity thereof, all at its own risk and provided that all such roads, structures and improvements shall be located, maintained and operated subject to the regulations of SELLER and all applicable laws and regulations. Such roads, structures and improvements on SELLER's lands shall become the sole property of SELLER at the termination of this Contract. All merchantable timber used in construction of bridges, roads and landings necessary to the cutting and removal of Designated Timber shall be cut and removed as provided for designated trees herein and paid for at the unit set forth in this Contract. SELLER makes no representations or warranties that any roads, bridges or other improvements on the Lands or any other property are safe or suitable for use by PURCHASER or those acting for or under PURCHASER, and all such parties may use any such roads, bridges or other improvements only at their own risk. No new logging roads shall be cut or opened by PURCHASER without the prior approval of the SELLER or its representative. No rubbish shall be left in the woods.

15. **Property Protection.**

(a) PURCHASER agrees to cut only the Designated Timber and to refrain from damaging, destroying or injuring timber or trees not to be cut and removed by PURCHASER. Boundaries of the cutting areas from which the Designated Timber is to be harvested will be marked or designated by SELLER'S representative and will be shown by SELLER to PURCHASER's representative having responsibility for harvesting operations.

(b) All trees not included in the Designated Timber which are unnecessarily damaged in the course of PURCHASER's operations shall be marked by SELLER or its representative, removed and paid for at the following rates which are considered to be fair compensation for the stumpage value, expense incurred on account of damage and future growth loss of the damaged trees: \$40.00 per standard cord for Pine Pulpwood; \$500.00 per MBF Doyle for Pine Sawtimber; \$50.00 per standard cord for Hardwood Pulpwood; and \$350.00 per MBF Doyle for Hardwood Sawtimber; \$800 per MBF Doyle for Pine Poles. Unnecessary damage will be considered as breakage to the main stem, uprooting or any abrasion, which results in damage to one-third or more of the circumference of the main stem, which could have been avoided in the course of logging operation.

(c) If any trees not included in the Designated Timber should be cut by PURCHASER, its contractors, employees or other representatives, PURCHASER shall be obligated to pay to SELLER liquidated damages for each of the undesignated trees at the following rates which are considered to be fair compensation for the stumpage value, expense incurred on account of the damage and future growth loss of the damaged trees: \$50.00 for each tree 11" and under in diameter; \$150.00 for each tree 12" to 17" in diameter; \$300.00 for each tree 18" to 25" in diameter; and \$400.00 for each tree greater than 25" in diameter. All diameters mentioned in this Section 15, refer to measurements at top of stump and include bark. SELLER in SELLER's sole discretion may waive such damages if SELLER shall deem that this cutting was necessary to the operation hereunder. PURCHASER shall pay SELLER damages for: (a) property corners moved or knocked out - \$1,000.00 and (b) witness trees cut - \$350.00 each.

(d) During the harvesting and removal of Designated Timber hereunder PURCHASER, its employees, contractors and subcontractors, shall at all times conduct its operations in a manner to prevent fire on the Lands. PURCHASER, its employees, contractors and representatives, shall make every reasonable effort to suppress fire on the Lands. PURCHASER shall comply with all federal, state and local laws and regulations pertaining to fire protection and suppression.

16. **Force Majeure.**

(a) Neither party shall be liable for any delay or failure to perform its obligations under this Contract due to an act of God, public enemy or act of nature, including but not limited to, war; prohibition by any governmental entity having a direct impact upon the timely performance of the work; aberrant weather conditions, abnormal rainfall, hurricane, flooding, or

ice storm; strikes by laborers at manufacturing mills or plants that PURCHASER is acquiring trees for re-sale and delivery; or strikes by workers engaged in tree harvesting, or strikes by railroad workers; restraint or enjoinder of PURCHASER by SELLER or a governmental agency in its operations of harvesting and removing Designated Timber from the Lands (collectively, "Force Majeure"). Such Force Majeure event shall not include changes in the fuel prices, market for timber or wood products or other economic conditions, or the financial condition of PURCHASER or any of its employees, contractors or subcontractors. No other events shall be considered Force Majeure.

(b) A party delayed by a Force Majeure event shall provide written notice to the other party within five (5) days, and shall include the nature, cause, and anticipated duration of the delay. The party affected by a Force Majeure event will make all reasonable efforts to restart performance as soon as possible. In the event the Force Majeure event continues for more than thirty (30) days following the written notice of same, the other party may terminate this Contract hereunder effective upon the date of the giving of such notice of termination and PURCHASER shall thereafter have no claim or demand whatsoever against SELLER in respect to the unperformed period.

17. **Indemnification.** Except to the extent caused by the negligence of an Indemnitee (as defined below), PURCHASER agrees to defend, indemnify and hold harmless SELLER, its officers, agents and employees (the "Indemnitees") from and against any and all claims, suits, actions, loss, damage, cost, expense (including attorneys' fees), or liability, of every character whatsoever, including but not limited to, any real or personal property damage or personal injury or death, arising out of or relating to (a) the negligent, willful or unauthorized acts of PURCHASER, its employees, contractors or subcontractors, (b) PURCHASER's obligations, or breach thereof, under this Contract, (c) any violations of or noncompliance with any laws, regulations, ordinances or permits; (d) any trespass outside of the Lands; or (e) fire or other hazard caused by PURCHASER, its employees, contractors or subcontractors. PURCHASER shall further indemnify and hold harmless SELLER from and against any lien of mechanics, materialmen, or laborers, arising out of or related to PURCHASER's performance of this Contract under the applicable lien laws of the State of Alabama.

18. **Taxes.** PURCHASER shall pay all severance taxes and all other taxes, licenses, and excises required by law to be paid on account of the timber felling and logging operations hereunder.

19. **Liens.** PURCHASER shall pay or cause to be paid promptly when due all just claims, debts and charges against PURCHASER or its contractors or subcontractors that might become a lien against the Lands and PURCHASER shall not suffer or permit any lien or encumbrance of any kind to be filed against or upon the Lands irrespective of whether the basis of the lien is a claim against PURCHASER or its contractor or subcontractor.

20. **Insurance.** During the Term, PURCHASER, at its own expense shall carry public liability insurance of not less than \$2,000,000.00 for the death or injury of one person, \$500,000.00 for the death or injury of each additional person in the same occurrence and \$500,000.00 for damage to property. Prior to commencement of any operations on the Lands,

and continuously during the Term, PURCHASER shall place on file with SELLER certificates of such insurance acceptable to SELLER. Such certifications shall contain provisions that the coverage afforded will not be cancelled or materially changed until at least 10 days prior written notice has been given to SELLER by insurer. PURCHASER will also maintain insurance that will protect it from claims under workman's compensation laws, disability benefit laws or other similar employer benefit laws.

21. **Independent Contractor.** PURCHASER is acting in the capacity of an independent contractor. The relationship of the parties under this Contract will not constitute a partnership or joint venture. Nothing herein shall be construed to create the relationship of employer and employee or principal and agent. PURCHASER will have no right, power or authority to act for SELLER or to represent or bind SELLER as to any matters. PURCHASER will not attempt to enter into any agreements, commitments, or incur any debt or liability of any nature in the name of or on behalf of SELLER. PURCHASER shall be solely responsible for the selection and supervision of its employees and the compensation, benefits, contributions and taxes, if any, of itself, its employees, contractors and subcontractors. PURCHASER agrees to furnish at its own expense all machinery, tools and equipment. PURCHASER agrees that it is solely responsible for all harvesting and delivery operations and reserves the right to conduct such operations in any manner it deems expedient. SELLER has no right or control over the hours PURCHASER works or the method or means by which PURCHASER accomplishes the work to be performed hereunder.

22. **Notice.** Any notice, request, demand, statement, approval or other communication under this Contract shall be in writing and shall be effective when actually delivered by hand delivery or email transmission or two (2) business days after being deposited in the United States mails, certified, return receipt requested. If directed to the other party to this Contract, such a notice shall be addressed to the addresses (and, in the case of an email transmission, the email addresses) set forth below, or to such other address (or email address) as one party may indicate by written notice to the other party:

For SELLER: The City of Daphne
 Attn: Dane Haygood, Mayor
 P.O. Box 400
 Daphne, AL 36526

Copy to: Southeastern Natural Resources, Inc.
 Attn: Art Dyas
 P.O. Box 650
 Montrose, Alabama 36559
 Email: adyas@msn.com

For PURCHASER: Mobile Forest Products, Inc.
 Attn: Robert Zukley
 1820 Hand Ave.
 Whistler, Alabama 36612
 Email: rzukley@mobileforest.net

In the absence of a written acknowledgment of receipt by the recipient, all notices given by email transmission shall also be given by mail or personal delivery as provided.

23. **Dispute Resolution.**

(a) Except as otherwise provided herein, the parties will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Contract promptly by negotiation between designated representatives of the respective parties with authority to agree to a resolution. Either party may give the other party written notice invoking this dispute resolution section ("Notice of Dispute"). The representatives shall meet at a mutually acceptable time and place within twenty (20) days of the date of delivery of the Notice of Dispute, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(b) If the dispute has not been resolved within thirty (30) days of the initial meeting of the representatives (which may be extended by mutual written agreement), or if either party will not participate in such procedure, then either party may by written notice (the "Arbitration Notice") require that the dispute be resolved by binding arbitration. Any matter to be resolved by arbitration shall be resolved by a single arbitrator to be appointed for that purpose as follows:

(i) Within ten (10) days after delivery of the Arbitration Notice by either party to the other, the parties shall agree on an arbitrator.

(ii) If the parties fail to agree on an arbitrator within the time specified, the arbitrator shall be promptly appointed upon application of either party to the Arbitration Committee of the American Arbitration Association office in or for the city and state specified in subsection (iii) of this Section 23(b). The party making such application shall give the other party to this Contract written notice of the application.

(iii) The arbitrator shall proceed with due dispatch to define the problem, accept evidence, and reach a resolution. The proceedings shall be conducted in accordance with laws of the State of Alabama, and the American Arbitration Association Commercial Arbitration Rules, and each party shall be entitled to discovery to the same extent permitted under the Federal Rules of Civil Procedure. The arbitration proceeding(s) shall be held in Mobile, Alabama, or such other place as the parties may agree. The arbitrator, in issuing the award, shall be limited to accepting the position of either PURCHASER or SELLER only (straight choice/pendulum) and may not, pursuant to the terms of this Contract, issue any award which may be viewed as a compromise of or settlement between the positions set forth by each of the parties to the arbitration proceedings. The decision of the arbitrator shall be binding, final, and conclusive on the parties to this Contract. The award shall be in writing and delivered to the parties, and shall be in such form that a petition may be filed to confirm the award in any court or public records wherein a judgment may be sought to be enforced.

(iv) The expense of any arbitration shall be borne as the arbitrator may direct, in the arbitrator's judgment giving due weight in allocating expenses to the merit or lack thereof, in the claims and/or defenses presented.

(v) The arbitrator shall have no power to change any of the provisions of this Contract in any respect, nor shall (s)he have the power to make an award of reformation. The arbitrator is not empowered to award damages in excess of actual damage incurred. In no event shall any award include punitive, incidental or consequential damages, unless otherwise specifically contemplated in this Contract.

(c) The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Contract; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Section. All applicable statutes of limitation shall be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling.

24. **Recordation.** The parties agree that this Timber Contract shall NOT be recorded in the public records; however, the parties agree that if requested by either party a memorandum notice of this Contract shall be prepared by the requesting party, executed by SELLER and recorded.

25. **General Terms.**

(a) **Assignment.** Neither this Contract, nor any rights or obligations hereunder, shall be assigned by PURCHASER without the express written consent of SELLER, which consent may be granted or withheld in SELLER's reasonable discretion. This Contract shall inure to the benefit of and bind all permitted successors and assigns of the parties hereto.

(b) **Governing Law.** The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the State of Alabama.

(c) **Severability.** Each Section, clause, paragraph and provision of this Contract is entirely independent and severable from every other Section, clause, paragraph and provision. If any arbitrator, judicial authority or state or federal regulatory agency or authority determines that any portion of this Contract is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Contract which will remain and continue in full force and effect. In all other respects, all provisions of this Contract will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

(d) **Counterparts.** This Contract may be executed in any number of counterparts or by facsimile copies, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Contract by signing any such counterpart.

(e) **Complete Contract.** This Contract, including all exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior

communications of every kind between the parties. In the event of inconsistencies between this Contract and any exhibits, the terms and conditions of this Contract shall prevail. This Contract may not be modified except by a written amendment to this Contract and signed by both parties. All consents required must be in writing. The headings are for convenience purposes only and shall not be used in the construction or interpretation of this Contract.

[Signatures on following page]

The parties have executed this agreement the day and year first above written.

SELLER:

The City of Daphne

By: _____

Name: _____

Its: _____

PURCHASER:

Mobile Forest Products, Inc.

By: _____

Name: _____

Its: _____

Exhibit "A"
Lands

TOWNSHIP 5 SOUTH, RANGE 2 EAST

Portion of Sections 7 & 8 (see plat)

Attachment 5

Ashley Campbell

66

From: Earp, Joy B SAM <Joy.B.Earp@usace.army.mil>
Sent: Tuesday, August 09, 2016 12:56 PM
To: Ashley Campbell
Cc: Buckelew, James E SAM
Subject: FW: City of Daphne, Sports Complex site, Potential Violation - Department of the Army file reference SAM-2016-00906-JEB

Importance: High

Ms. Campbell -

As of today, we have not received a reply to our email to the City on Thursday, August 4th. Can you let me know by return email the city's intentions for this site and proposed resolution of the potential violation.

Very Respectfully,

Joy B. Earp
Team Leader South Alabama Branch
U.S. Army Corps of Engineers
Mobile District, Regulatory Division
P. O. Box 2288 (109 St Joseph Street),
Mobile, AL 36628-0001
Phone: (251) 694-4611; Fax: (251) 694-3864
For additional information on our Regulatory program:
<http://www.sam.usace.army.mil/Missions/Regulatory.aspx>

See bottom of webpage for our customer satisfaction survey Please Note: The USACE's "out of office" notification has been disabled for network security reasons. If I do not respond to your message within 24 hours, I may be out of the office, but I will respond as soon as I am able. Thanks!

-----Original Message-----

From: Earp, Joy B SAM
Sent: Thursday, August 04, 2016 12:07 PM
To: 'Ashley Campbell' <acampbell@daphneal.com>
Cc: Buckelew, James E SAM <james.E.Buckelew@usace.army.mil>; Zettle, Sheri M SAM <Sheri.M.Zettle@usace.army.mil>
Subject: City of Daphne, Sports Complex site, Potential Violation - Department of the Army file reference SAM-2016-00906-JEB

SUBJECT: Department of the Army file reference SAM-2016-00906-JEB, Sports Complex site, Placement of fill in jurisdictional wetlands

TO: The City of Daphne

Attention: Ms. Ashley Campbell, Environmental Programs Manager

Ms. Campbell:

As discussed with Mr. Eric Buckelew on-site yesterday, the 150' x 25' wetland and stream fill-road crossing will require a Department of the Army permit if it is to remain in place. Based upon field observations, it does not appear that the road would qualify for the silviculture exemption since no BMP or Forestry Management plans have been submitted, in accordance with Alabama Forestry Commission standards. Additionally, the expired wetland delineation for this site was re-verified and approved with the express understanding that no wetland impacts would occur during site preparation. Please respond to this e-mail as soon as possible to clarify the City of Daphne's intentions regarding the unauthorized road crossing.

If the fill material is to be removed, a detailed restoration plan will need to be submitted. If the City plans to apply for an After-the-Fact permit, a completed Joint Application and Notification must be submitted and must include a proposed compensatory wetland mitigation proposal.

Very Respectfully,

Joy B. Earp

Team Leader South Alabama Branch

U.S. Army Corps of Engineers

Mobile District, Regulatory Division

P. O. Box 2288 (109 St Joseph Street),

Mobile, AL 36628-0001

Phone: (251) 694-4611; Fax: (251) 694-3864

For additional information on our Regulatory program:

<http://www.sam.usace.army.mil/Missions/Regulatory.aspx>

See bottom of webpage for our customer satisfaction survey Please Note: The USACE's "out of office" notification has been disabled for network security reasons. If I do not respond to your message within 24 hours, I may be out of the office, but I will respond as soon as I am able. Thanks!

Ashley Campbell

From:

Earp, Joy B SAM <Joy.B.Earp@usace.army.mil>

Sent:

Thursday, August 04, 2016 12:07 PM

To:

Ashley Campbell

Cc:

Buckelew, James E SAM; Zettle, Sheri M SAM

Subject:

City of Daphne, Sports Complex site, Potential Violation - Department of the Army file reference SAM-2016-00906-JEB

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Joy B. Earp

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Attachment 6

Dane Haygood
Mayor



Richard D. Johnson, PE
Public Works Director

August 4, 2016

Alabama Forestry Commission
C/O The State Forester
P.O. Box 302550
Montgomery, AL 36130

**RE: City of Daphne Forest Management Plan – Park Drive Tract – Sec. 7 & 8, T5S,
R2E, Baldwin County, Alabama**

Dear Sir:

Please find attached the City of Daphne's Forest Management Plan for the above referenced tract of land. The City has owned this 120 +/- acres (four contiguous parcels) for some time with the intent of developing part of the land for active recreation facilities. Approximately 70 acres are to be developed and the remaining 50 acres are to be preserved for passive recreation: walking trails, green space, etc... In the process of due diligence in the design of the 70 acres to be developed the City contracted with a Forester, Southeastern Natural Resources, Inc., to advise us on the best way to manage all Forestry resources on the site.

The attached plan involves only the 50 acres not to be disturbed by development that is to be preserved for possible future passive recreation. This area has been harvested for timber in the past and now has mature trees 25-30 year of age. His guidance to date has been to selectively to cut the understory and encroaching plant species effectively opening up the forest floor and provide an opportunity for the established trees to healthily mature and develop robust canopies. From the start of the planning process, it has always been the intention of the City for these 50 acres to remain undisturbed by development and be preserved for future passive recreation.

By action of the City Council and Authorization of the Mayor (Resolution 2016-53) the City entered into a silviculture agreement and contract with our selected Forester and Timber Contractor. It is the intent for the City to continue the relationship with our Forester to manage this undisturbed by development tract at the highest possible level for future passive recreation. During this process the United States Army Corps of Engineers (USACE) has challenge the Clean Water Act 404 silviculture exemption concerning a minor wetland crossing at the south side of the 50 acre tract. The Forester and Timber Contractor has assured the City that they have followed the guidelines published in Alabama's Best Management Practices for Forestry and our Forester is not in agreement with the USACE interpretation of the exemption. The USACE has

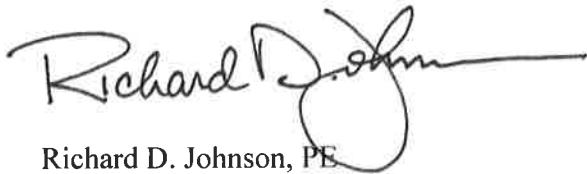
Public Works Department
26435 Public Works Road P.O. Box 400 Daphne, Alabama 36526
Phone: (251) 621-3182 Fax: (251) 621-3189

challenged the exemption based on the lack of a Forest Management Plan on file with the Alabama Forestry Commission. This submittal should address that concern.

It is troubling that the USACE is of the opinion that the exemption cannot be applied if no plan is on file. I personally am a family member/owner of a large tract of land in Covington County, Alabama, which has been under silvaculture for the past 25 years. We have conducted select cutting/harvesting with minor wetland impacts and have never filed a plan with your office. We conducted this silvaculture without a plan on file because there is no explicit requirement for such in CFR 343.4. Clarification and guidance is needed. The silvaculture exemption should be applicable to the City in the forestry management of this undisturbed by development tract of land.

If you have any questions or concerns, do not hesitate to contact me or our Registered Forester.

Yours,

A handwritten signature in black ink, appearing to read "Richard D. Johnson", with a long horizontal line extending to the right.

Richard D. Johnson, PE
Public Works Director

Cc: Mayor
Councilman Robin LeJeune, Parks & Recreation Committee
Director of Parks and Recreation
Environmental Programs Manager
Volkert – Program Manager
Southeastern Natural Resources, Inc.
File

**CITY OF DAPHNE
FOREST MANAGEMENT PLAN**

**PARK DRIVE TRACT
SEC. 7 & 8, T5S, R2E
BALDWIN COUNTY, ALABAMA**

Prepared For:

**Mr. Richard Johnson
Public Works Director
26435 Public Works Road
Daphne, Alabama 36526**

Prepared By:

**Arthur C. Dyas, Ala. R. F. #852, ACF
Southeastern Natural Resources, Inc.
P. O. Box 650
Montrose, Alabama 36559**

SOUTHEASTERN NATURAL RESOURCES, INC.

**RURAL LAND BROKERAGE
TIMBER MANAGEMENT**

**ARTHUR C. DYAS, ACF, RF, MBA
REGISTERED FORESTER
ALABAMA REAL ESTATE BROKER**

**28311 N. MAIN STREET, STE. B-103
DAPHNE, ALABAMA 36526**

**MAILING ADDRESS:
P.O BOX 650
MONTROSE, ALABAMA 36559
(251) 331-4017 (c)
Email: adyas@msn.com**

August 4, 2016

Mr. Richard Johnson
Director of Public Works
City of Daphne
26435 Public Works Road
Daphne, Alabama 36526

RE: Forest Management Plan – Park Drive Recreational Site

Dear Mr. Johnson:

This report is a Forest Management Plan (FMP) for a portion of the new recreational park south of Park Drive for the City of Daphne. As you know, approximately half of the 116 acre tract will be used for active recreation and the balance of the acreage will be used for passive recreation as well as for environmental education purposes. The 55+/- acre parcel is comprised of upland pine-hardwood sites and wetland creek bottoms, which will be managed under the guidance of this FMP.

It is not uncommon for municipalities to incorporate forested acreages into their overall land use plans. The City of Mobile has a working forest/longleaf ecosystem next to the botanical gardens at Municipal Park. The City of Fairhope has an old growth longleaf park at Knoll Park near the Fairhope pier. Both of these examples are managed with the use of fire and invasive plant eradication methods. These sites are also used for educational purposes.

GENERAL DISCUSSION

There are those who believe that silviculture is limited to the planting and harvesting of trees. In the text book *The Practice of Silviculture*, “silviculture is defined as the art of producing and tending a forest; the application of the knowledge of silvics in the treatment of a forest; the theory and practice of controlling forest establishment, composition and growth.” This definition includes all aspects of maintaining a forest, including prescribed burning, woody vegetation control, invasive species eradication, and timber harvesting to name a few. Silvicultural exemptions were designed to aid in accomplishing forest stand management. Silviculture is not limited to planting and harvesting trees. There are many acres of natural forests in the southeast. These forest were established using natural regeneration, exactly as was the timbered acreage at the Daphne park.

The ability to utilize a substantial portion of the 116 acres as a working forest and educational tool will provide an excellent public benefit. The upland/wetland interface should be highlighted.

The non-wetland areas have been thinned within the last two weeks. Brush and pre-merchantable stems have been removed as well as a large portion of the hill hardwood. The open aspects of these wooded sites are now again similar to the way these areas looked when fire was sculpting the forest of the southeast U. S.

Included with this report are current timber stand conditions, a timber stand map with the wetlands delineated and future forest management recommendations.

TIMBER STAND CONDITIONS

Stand 1: This acreage is comprised of mature pine timber. There are three pine species represented here, longleaf, slash and loblolly pine. This stand can be burned to reduce fuel loads and to help eliminate the woody vegetation. An understory herbicide treatment during the summer of 2017 will also reduce sprouting of undesirable vegetation. Invasive species should be treated once annually. These include Chinese Tallow Tree, privet, cogongrass and Camphor trees.

Stand 2: Stand 2 is comprised of mixed pine and hardwood. An understory herbicide treatment should be conducted during the summer of 2017. Invasive plants should be treated annually.

Stand 3: This stand is also comprised of pine and upland hardwood. There were numerous invasive species within this stand. Sprouting of invasives and other woody vegetation can be controlled with herbicides during the summer of 2017.

Stand 4: Stand 4 is a portion of the dirt pit which is located on this tract. There are a number of volunteer loblolly pine with this site, however, these trees will struggle due to there being no top soil in this area. Stand 4 should be left in its current condition at this time.

Stand 5: Stand 5 is comprised of the wetlands within the timbered acreage. This stand includes many wetland species, including slash pine, yellow poplar, sweetgum, blackgum and numerous shrub species. Many of the wetland species are encroaching onto the adjacent upland sites due to the lack of fire for many years. Generally, the wetlands do not burn during a prescribed fire, however, the wetland shrubs are eliminated from the upland sites. The invasive plants in stand 5 should be treated annually, especially the privet and tallow trees.

All stands should be assessed for timber harvesting needs in approximately 8 to 10 years.

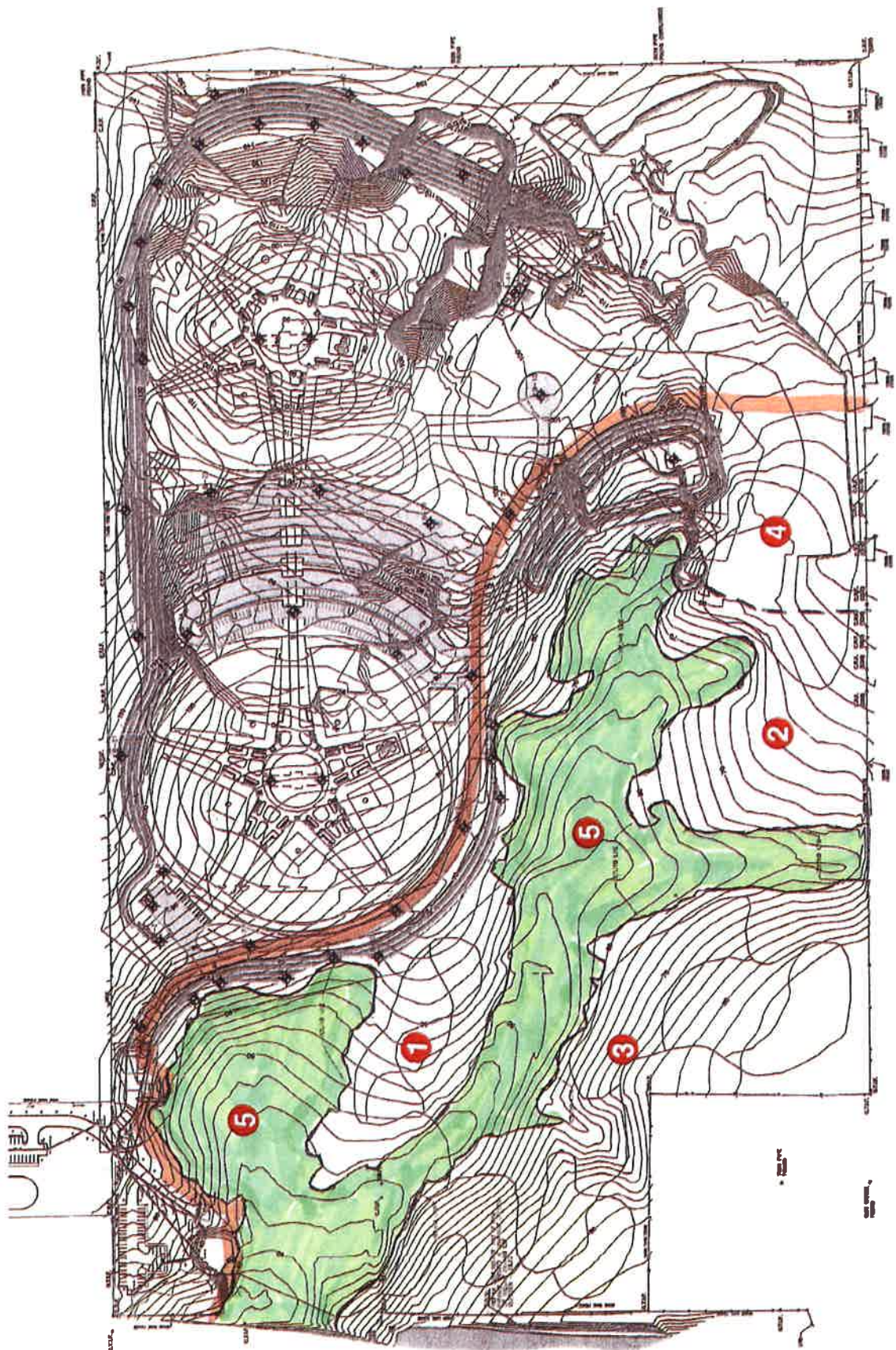
I trust that this forest management plan meets your needs at this time. If you have any questions, please contact me.

Sincerely,



Arthur C. Dyas
Ala. R. F. #852, ACF

**CITY OF DAPHNE
TIMBER STAND MAP
PARK DRIVE TRACT**



Viewer Map



August 4, 2016

County Boundary

Misc

Parcels

Lot Lines

1:4.514



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand).

Copyright © 2015

Resolution 2016-53

Approval of a Timber Sales Agreement with Mobile Forest Products, Inc., Daphne Sports Complex

WHEREAS, Ordinance 2012-48 sets forth an allocation of Lodging Tax proceeds that may be used for certain recreational grounds capital items; and

WHEREAS, the City of Daphne has selected three design firms and three locations for new recreation facilities to be constructed within the City; and

WHEREAS, the firm of Hutchinson, Moore & Rauch, LLC and Lose and Associates have been contracted to design the new recreational facilities located on the City's Park City Property known as Daphne Sports Complex; and

WHEREAS, during the design process Hutchinson, Moore & Rauch, LLC and Lose and Associates have determined that there is value in the timber and forest products located on the property that will be required to be cleared prior to construction; and

WHEREAS, by having the extents of construction of Daphne Sports Complex cleared prior to projecting bidding will lower construction costs and expedite the project timeline; and

WHEREAS, Southeastern Natural Resources, Inc. (Art Dyas), Forestry Product Broker, has evaluated the property and determined that the brush (woody vegetation) can be removed at no cost to City and the Timber can be harvested and sold at fair market value; and

WHEREAS, Southeastern Natural Resources, Inc. (Art Dyas) has match the City with Mobile Forest Products, Inc. as the harvester/buyer for the timber and forest products located on the property; and

WHEREAS, any net proceeds from the sale of timber for the property can be applied to the project construction;

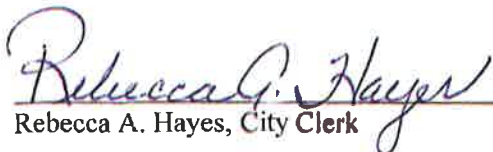
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Daphne that:

- 1.) Southeastern Natural Resources, Inc. (Art Dyas) shall work with City Personnel and Design Professionals to identify and determine the timber and forest products to be harvested; and
- 2.) Authorize the Mayor to enter into the attached Sales Agreement with Mobile Forest Products, Inc., and execute any other documents required for the harvesting and sale of timber and forest products located on the property; and
- 3.) That all net proceeds from the sale of timber for the property be applied to the project construction.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 21ST DAY OF JULY, 2016.

ATTEST:


Dane Haygood, Mayor


Rebecca A. Hayes, City Clerk

TWP.55-RNG.2E - NORTHWEST

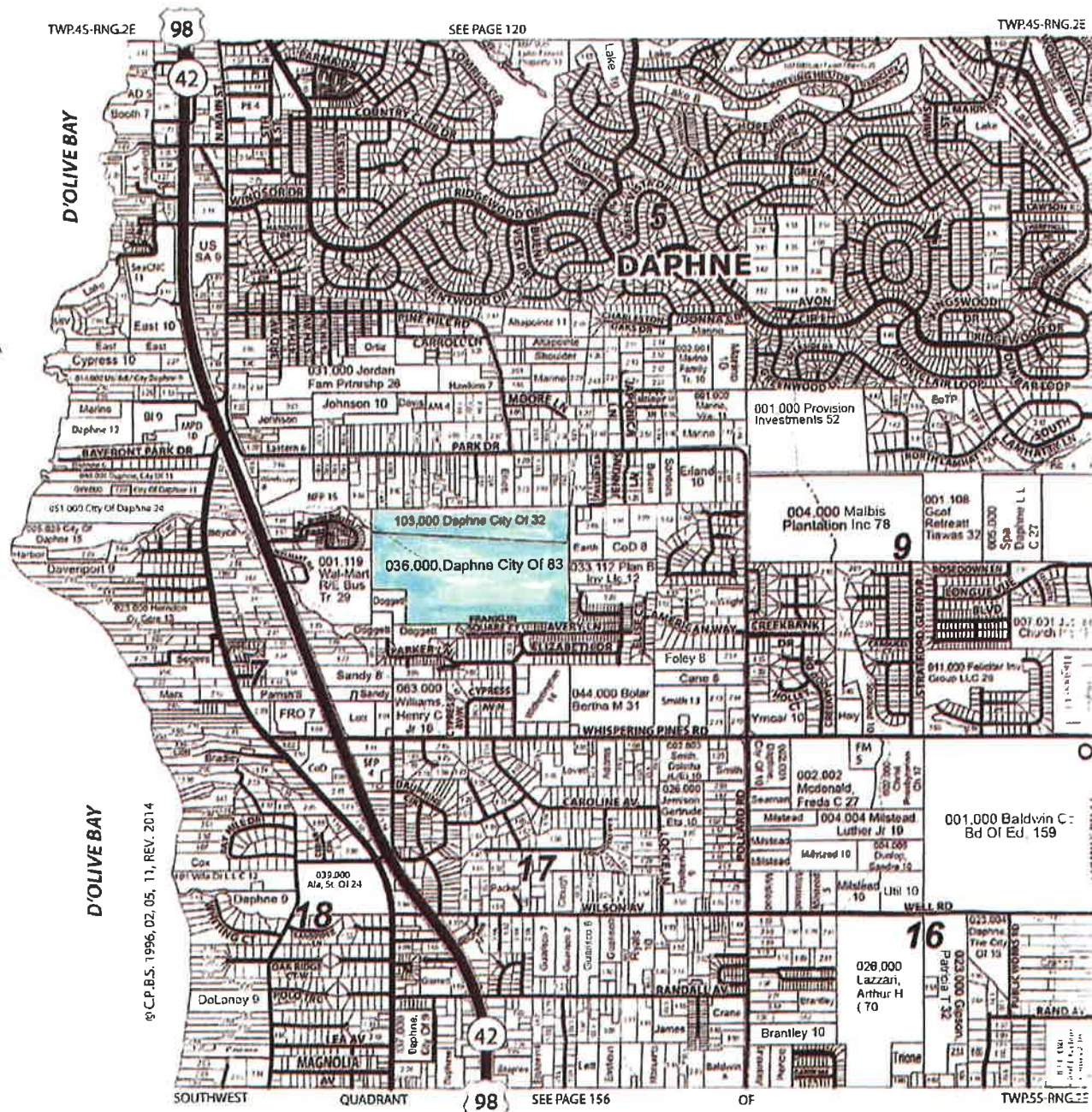
BALDWIN COUNTY, ALABAMA (LOCATOR 43)

Scale 1:27,000

1 Inch = 2,250 US Survey Feet



EXHIBIT A



Dane Haygood
Mayor



Richard D. Johnson, PE
Public Works Director

August 4, 2016

Joy B. Earp
Team Leader South Alabama Branch
U.S. Army Corps of Engineers
Mobile District, Regulatory Division
P. O. Box 2288 (109 St Joseph Street)
Mobile, AL 36628-0001

**RE: City of Daphne Forest Management Plan – Park Drive Tract – Sec. 7 & 8, T5S,
R2E, Baldwin County, Alabama – Silviculture Exemption**

Dear Mrs. Earp:

Please find attached the City of Daphne's Forest Management Plan that has been submitted to the Alabama Forestry Commission for the above referenced tract of land. The City has owned this 120 +/- acres (four contiguous parcels) for some time with the intent of developing part of the land for active recreation facilities. Approximately 70 acres are to be developed and the remaining 50 acres are to be preserved for possible future passive recreation: walking trails, green space, etc... In the process of due diligence in the design of the 70 acres to be developed the City contracted with a Forester, Southeastern Natural Resources, Inc., to advise us on the best way to manage all Forestry resources on the site.

The attached plan involves 50 acres not to be disturbed by development that is to be preserved for possible future passive recreation. This area has been harvested for timber in the past and now has mature trees 25-30 year of age. His guidance to date has been to selectively to cut the understory and encroaching plant species effectively opening up the forest floor and provide an opportunity for the established trees to healthily mature and develop robust canopies. From the start of the planning process, it has always been the intention of the City for these 50 acres to remain undisturbed by development and be preserved for future passive recreation. Please note in the plan that Stands 1, 2, 3 & 5 have no proposed or future disturbance for development. A section of Stand 4 contains the proposed lake/post development stormwater treatment facility. All approved facility site plans do not include or propose any disturbance for development on these four Stands and only a portion of Stand 4.

By action of the City Council and Authorization of the Mayor (Resolution 2016-53) the City entered into a silviculture agreement and contract with our selected Forester and Timber Contractor. It is the intent for the City to continue the relationship with our Forester to manage

Public Works Department
26435 Public Works Road P.O. Box 400 Daphne, Alabama 36526
Phone: (251) 621-3182 Fax: (251) 621-3189

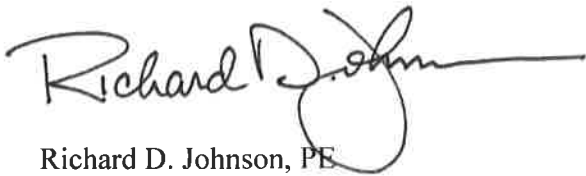
this undisturbed by development tract at the highest possible level for possible future passive recreation. During this process, the United States Army Corps of Engineers (USACE) has questioned the City's application of Clean Water Act 404 silviculture exemption concerning a minor wetland crossing at the south side of the 50 acre tract (Stand 5). The only possible way we can manage the Forest in Stand 3 is by crossing Stand 5. The Forester and Contractor followed the existing timber road used during the last harvest. This was clearly the path of least impact. The Forester and Timber Contractor has assured the City that they have followed the guidelines published in Alabama's Best Management Practices for Forestry and our Forester is not in agreement with the USACE interpretation of the exemption. Part of your concern for our use of the exemption is based on the lack of a Forest Management Plan on file with the Alabama Forestry Commission. The referenced submittal should address that concern.

The City has done its due diligence by hiring an experienced and well regarded Forester and a reputable Timber Contractor. We have relied on his experience and guidance in the management of our forest on this tract of land. He is of the opinion that the exemption does not require a plan on file; however, in an abundance of caution we have filed one with the Commission. Secondly, since this property has been timbered in the past, within the last 25-30 years, it is established as an on-going silviculture operation. Finally, this wetland impact is not part of or tied to the approved site development plan. The plan approved by the Daphne Planning Commission does not even include or show the 50 acres to be undisturbed by development. The land is contiguous; however it is not a component of the development. It is wholly separate. This 50 acres, including Stand 5 (area of the wetland impact) is to be preserved in an undisturbed by development state and may be used for future passive recreation.

Based on the information enclosed, the Clean Water Act 404 Silviculture Exemption is applicable to the City's forestry management (silviculture) of this undisturbed for development 50 acre tract. I humbly ask you to reconsider your interpretation.

If you have any questions or concerns, do not hesitate to contact me or our Registered Forester.

Yours,

A handwritten signature in dark ink, appearing to read "Richard D. Johnson", with a long horizontal flourish extending to the right.

Richard D. Johnson, PE
Public Works Director

Cc: Mayor
Councilman Robin LeJeune, Parks & Recreation Committee
Director of Parks and Recreation
Environmental Programs Manager
Volkert – Program Manager
Southeastern Natural Resources, Inc.
File

**CITY OF DAPHNE
FOREST MANAGEMENT PLAN**

**PARK DRIVE TRACT
SEC. 7 & 8, T5S, R2E
BALDWIN COUNTY, ALABAMA**

Prepared For:

**Mr. Richard Johnson
Public Works Director
26435 Public Works Road
Daphne, Alabama 36526**

Prepared By:

**Arthur C. Dyas, Ala. R. F. #852, ACF
Southeastern Natural Resources, Inc.
P. O. Box 650
Montrose, Alabama 36559**

SOUTHEASTERN NATURAL RESOURCES, INC.

**RURAL LAND BROKERAGE
TIMBER MANAGEMENT**

**ARTHUR C. DYAS, ACF, RF, MBA
REGISTERED FORESTER
ALABAMA REAL ESTATE BROKER**

**28311 N. MAIN STREET, STE. B-103
DAPHNE, ALABAMA 36526**

**MAILING ADDRESS:
P.O BOX 650
MONTROSE, ALABAMA 36559
(251) 331-4017 (c)
Email: adyas@msn.com**

August 4, 2016

Mr. Richard Johnson
Director of Public Works
City of Daphne
26435 Public Works Road
Daphne, Alabama 36526

RE: Forest Management Plan – Park Drive Recreational Site

Dear Mr. Johnson:

This report is a Forest Management Plan (FMP) for a portion of the new recreational park south of Park Drive for the City of Daphne. As you know, approximately half of the 116 acre tract will be used for active recreation and the balance of the acreage will be used for passive recreation as well as for environmental education purposes. The 55+/- acre parcel is comprised of upland pine-hardwood sites and wetland creek bottoms, which will be managed under the guidance of this FMP.

It is not uncommon for municipalities to incorporate forested acreages into their overall land use plans. The City of Mobile has a working forest/longleaf ecosystem next to the botanical gardens at Municipal Park. The City of Fairhope has an old growth longleaf park at Knoll Park near the Fairhope pier. Both of these examples are managed with the use of fire and invasive plant eradication methods. These sites are also used for educational purposes.

GENERAL DISCUSSION

There are those who believe that silviculture is limited to the planting and harvesting of trees. In the text book *The Practice of Silviculture*, "silviculture is defined as the art of producing and tending a forest; the application of the knowledge of silvics in the treatment of a forest; the theory and practice of controlling forest establishment, composition and growth." This definition includes all aspects of maintaining a forest, including prescribed burning, woody vegetation control, invasive species eradication, and timber harvesting to name a few. Silvicultural exemptions were designed to aid in accomplishing forest stand management. Silviculture is not limited to planting and harvesting trees. There are many acres of natural forests in the southeast. These forest were established using natural regeneration, exactly as was the timbered acreage at the Daphne park.

The ability to utilize a substantial portion of the 116 acres as a working forest and educational tool will provide an excellent public benefit. The upland/wetland interface should be highlighted.

The non-wetland areas have been thinned within the last two weeks. Brush and pre-merchantable stems have been removed as well as a large portion of the hill hardwood. The open aspects of these wooded sites are now again similar to the way these areas looked when fire was sculpting the forest of the southeast U. S.

Included with this report are current timber stand conditions, a timber stand map with the wetlands delineated and future forest management recommendations.

TIMBER STAND CONDITIONS

Stand 1: This acreage is comprised of mature pine timber. There are three pine species represented here, longleaf, slash and loblolly pine. This stand can be burned to reduce fuel loads and to help eliminate the woody vegetation. An understory herbicide treatment during the summer of 2017 will also reduce sprouting of undesirable vegetation. Invasive species should be treated once annually. These include Chinese Tallow Tree, privet, cogongrass and Camphor trees.

Stand 2: Stand 2 is comprised of mixed pine and hardwood. An understory herbicide treatment should be conducted during the summer of 2017. Invasive plants should be treated annually.

Stand 3: This stand is also comprised of pine and upland hardwood. There were numerous invasive species within this stand. Sprouting of invasives and other woody vegetation can be controlled with herbicides during the summer of 2017.

Stand 4: Stand 4 is a portion of the dirt pit which is located on this tract. There are a number of volunteer loblolly pine with this site, however, these trees will struggle due to there being no top soil in this area. Stand 4 should be left in its current condition at this time.

Stand 5: Stand 5 is comprised of the wetlands within the timbered acreage. This stand includes many wetland species, including slash pine, yellow poplar, sweetgum, blackgum and numerous shrub species. Many of the wetland species are encroaching onto the adjacent upland sites due to the lack of fire for many years. Generally, the wetlands do not burn during a prescribed fire, however, the wetland shrubs are eliminated from the upland sites. The invasive plants in stand 5 should be treated annually, especially the privet and tallow trees.

All stands should be assessed for timber harvesting needs in approximately 8 to 10 years.

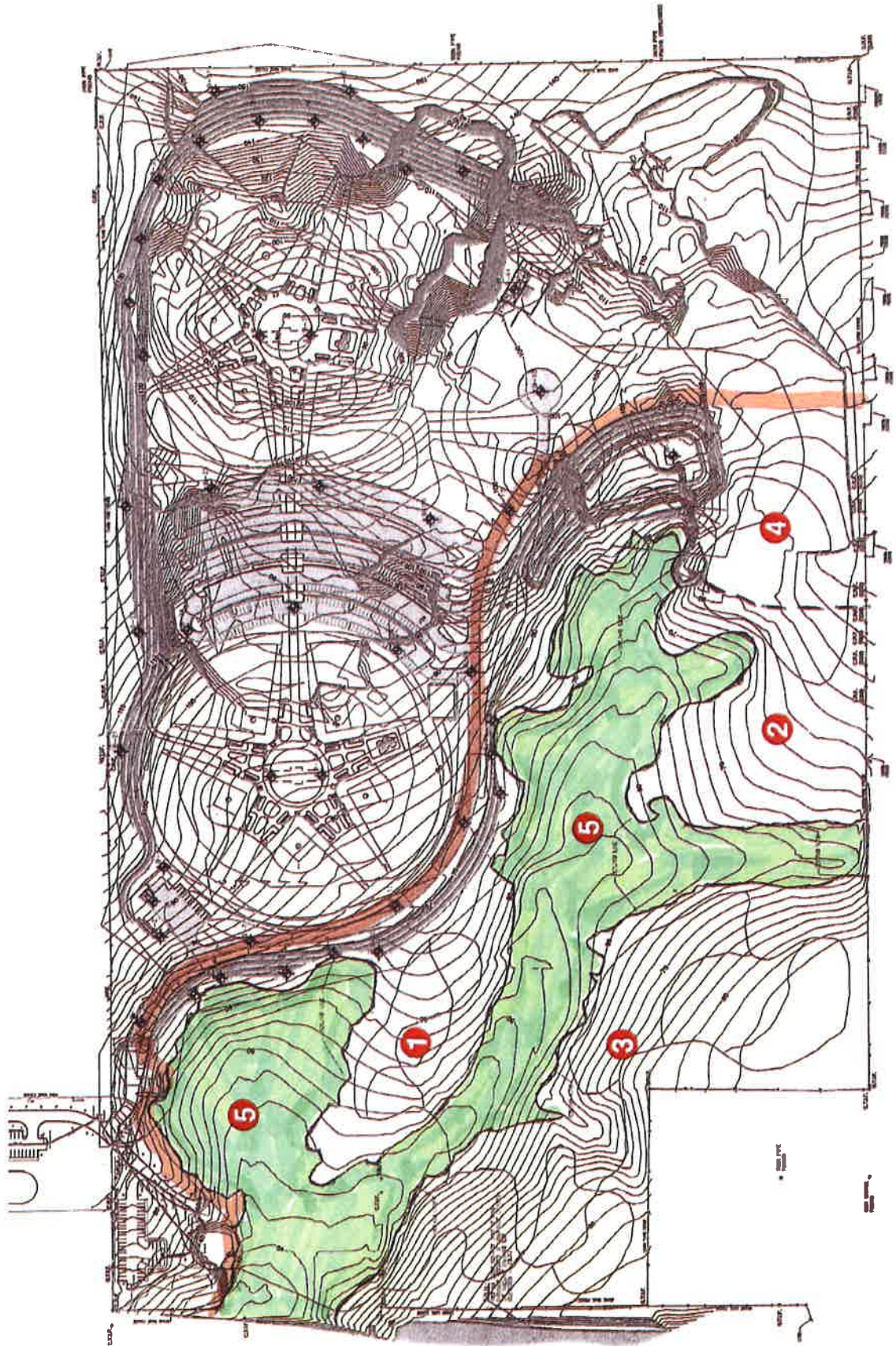
I trust that this forest management plan meets your needs at this time. If you have any questions, please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Arthur C. Dyas', with a stylized flourish at the end.

Arthur C. Dyas
Ala. R. F. #852, ACF

**CITY OF DAPHNE
TIMBER STAND MAP
PARK DRIVE TRACT**



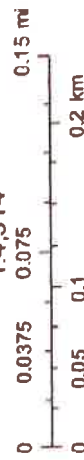
Viewer Map



August 4, 2016

- Misc
- County Boundary
- Parcels
- Lot Lines

1:4,514



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand).

Resolution 2016-53

Approval of a Timber Sales Agreement with Mobile Forest Products, Inc., Daphne Sports Complex

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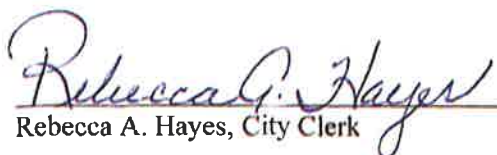
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ATTEST:


Dane Haygood, Mayor


Rebecca A. Hayes, City Clerk

TWP.5S-RNG.2E - NORTHWEST

BALDWIN COUNTY, ALABAMA (LOCATOR 43)

Scale 1:27,000

1 Inch = 2,250 US Survey Feet

0 2,640 5,280

EXHIBIT A

