

**CITY OF DAPHNE
CITY COUNCIL BUSINESS MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
APRIL 3, 2006
6:30 P.M.**

1. CALL TO ORDER

2. ROLL CALL/INVOCATION:

PLEDGE OF ALLEGIANCE:

- 3. APPROVE MINUTES:** Work Session Minutes meeting held March 16, 2006
 Council Meeting Minutes meeting held March 20, 2006
 Special Work Session Minutes meeting held March 28, 2006

PUBLIC HEARING: Codification of Ordinances / **Ordinance 2006-30**

4. REPORT STANDING COMMITTEES:

- A. **FINANCE COMMITTEE** – Scott
- B. **BUILDINGS & PROPERTY** - Lake
- C. **PUBLIC SAFETY** - Burnam
- D. **CODE ENFORCEMENT/ORDINANCE COMMITTEE** – Landry
- E. **PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY** – Yelding

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

- A. *Board of Zoning Adjustments* – Eady
- B. *Downtown Redevelopment Authority* - Barnette
- C. *Industrial Development Board* – Yelding
Review minutes meeting held February 21
- D. *Library Board* – Lake
Review minutes meeting held March 13th
- E. *Planning Commission* – Barnette
- F. *Recreation Board* - Burnam
- G. *Utility Board* – Scott

6. REPORTS OF OFFICERS:

- A. *Mayors Report*
 - a.) *Appoint Voting Delegate / AL League Annual Convention*
- B. *City Attorney's Report*
- C. *Department Head Comments*

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

- a.) **Acceptance of Streets and Drainage / Daphne Commercial Park /Resolution 2006-29**
- b.) **Authorize 306-A Grant Application / May Day Park. /Resolution 2006-30**

ORDINANCES:

2ND READ

- a.) Lodging Tax...../Ordinance 2006-13
- b.) Annexation: Julio Corte / 10 Foot Strip / Along Hwy 181...../Ordinance 2006-18
- c.) Annexation: Julio Corte / Oldfield / 11.66 Acres / Along Hwy 181...../Ordinance 2006-19
- d.) Annexation: Julio Corte / Oldfield / 21.27 Acres / Along Hwy 181...../Ordinance 2006-21
- e.) Annexation: Julio Corte / Oldfield / 18.91 Acres / Along Hwy 181...../Ordinance 2006-22
- f.) Annexation: Julio Corte / Oldfield / 25.14 Acres / Along Hwy 181...../Ordinance 2006-23

1ST READ

- f.) Extension of the Moratorium on Approval and Construction of Building in Excess of Fifty (50) Feet and/or Four (4) Stories in Height...../Ordinance 2006-28
- g.) Appropriating Funds: Community Contributions...../Ordinance 2006-29
- h.) Adopt the Codification of Ordinances...../Ordinance 2006-30
- i.) Aronov Agreement...../Ordinance 2006-31

9. COUNCIL COMMENTS

10. ADJOURN

**CITY OF DAPHNE
CITY COUNCIL MEETING**

ROLL CALL

CITY COUNCIL:

CALL VOTES

COUNCILMAN YELDING

PRESENT__ ABSENT__ _

COUNCILWOMAN BARNETTE

PRESENT__ ABSENT__

COUNCILMAN LAKE

PRESENT__ ABSENT__ _

COUNCILMAN BURNAM

PRESENT__ ABSENT__ _

COUNCILMAN SCOTT

PRESENT__ ABSENT__ _

COUNCILWOMAN LANDRY

PRESENT__ ABSENT__ _

COUNCILMAN PALUMBO

PRESENT__ ABSENT__ _

MAYOR

MAYOR SMALL

PRESENT__ ABSENT__ _

CITY CLERK:

DAVID L. COHEN

PRESENT___ ABSENT___

CITY ATTORNEY:

CITY ATTORNEY JAY ROSS

PRESENT__ ABSENT

MINUTE NOTES:

**CITY COUNCIL MEETING
MINUTES**

NOTES:

COMMITTEE RECOMMENDATIONS

**MARCH 16, 2006
CITY OF DAPHNE
CITY COUNCIL
WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

1

COUNCIL MEMBERS PRESENT: Bailey Yelding, Cathy Barnette; John Lake; Ron Scott; August Palumbo.

Absent: Greg Burnam; Regina Landry.

Also present: Mayor Small; David Cohen, City Clerk; Jay Ross, City Attorney; Tim Fleming; Attorney; Bill Eady, Planning Department Director.

1. CALL TO ORDER

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

2. DISCUSS: PERSONNEL ISSUE

Executive Session was called to discuss the good name and character of an employee. The City Attorney certified that an Executive Session is warranted for the reason stated. Council Vice President Lake stated that the Executive Session would last 15 minutes.

Council entered into Executive Session at 6:35 p.m.

Council returned from Executive Session at 6:55 p.m.

Council discussed the need to increase the Deputy City Planner pay in order to attract qualified applicants. Council discussed sending this to the Finance Committee.

3. DISCUSS: PROPOSED INCREASE IN LODGING TAX

Council discussed the proposed increase. Mr. Lake was opposed to the increase stating that it should remain at its current rate. Mr. Scott explained the reasons for the increase stating various uses for the increase, including 15% to the IDB. The amount the IDB would receive was discussed by Council.

4. RESIDENTIAL HIGH RISE ORDINANCE

Council discussed the Ordinance some felt the need to extend the boundary to Jordan Lane, with some wanting to take section "g" out of the Ordinance, and some were ready to vote on the Ordinance.

**MARCH 16, 2006
CITY OF DAPHNE
CITY COUNCIL
WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

2

5. DISCUSS: COMMUNITY CONTRIBUTIONS

Mr. Ray Moore explained the Blue Print for Tomorrow and the need for the city to contribute \$35,000 a year for five years.

6. DISCUSS: RESOLUTION 2006-27

Council discussed this Resolution requesting that the City Attorney to seek an injunction against the Baldwin County Board of Education to stop work on the Daphne South school. There will be more discussion on the Resolution at the meeting Monday night.

Council President Burnam adjourned the meeting at 8:37 p.m.

Respectfully submitted by

David L. Cohen
City Clerk, MMC

Certification of Presiding Officer

John Lake
Council Vice President
Date & Time Signed:_____

**MARCH 20, 2006
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

1

1. CALL TO ORDER

Council President Burnam called the meeting to order at 6:36 p.m.

2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE

Councilman John Lake gave the invocation.

COUNCIL MEMBERS PRESENT: Bailey Yelding Cathy Barnette; John Lake; Greg Burnam; Ron Scott; Regina Landry; August Palumbo.

Also present: David Cohen, City Clerk; Jay Ross, City Attorney; Tim Fleming, Attorney; Bill Eady, Planning Department Director; Ken Eslava, Public Works Director; David McKelroy, Recreation Director; Mund Hanson, Fire Chief; David Carpenter, Police Chief; Sandra Morse, Civic Center Director; Sharon Cureton, Human Resource Director; Richard Merchant, Building Official; Nancy Seale, Library; Kim Briley, Finance Director; Willie Robison, BZA; Starke Irvine, DRA; Representative Randy Davis.

ABSENT: Mayor Small.

3. APPROVE MINUTES:

MOTION BY Mrs. Barnette to approve the Council Meeting minutes meeting held March 6, 2006 with the amendment that Ordinance 2006-13, regarding the proposed Lodging Tax Levy, was tabled and sent to the work session and was not a 1st Read. (NOTE: Ordinance 2006-13 was not discussed at the March 6, 2006 Council meeting, it was considered at the February 20, 2006 meeting where Mrs. Barnette made the motion to table Ordinance 2006-13 and send it to the Council Work Session, and underneath the motion it stated that the Ordinance was a 1st Read.)

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE – Scott

The minutes of the March 9th meeting are ion the packet.

a.) Treasurers Report / February 28, 2006

MOTION BY Mr. Scott to accept the Treasurers Report as of February 28, 2006 with a balance in the amount of \$14,107,820.15. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

b.) Sales Tax Report / January 31, 2006

Mr. Scott reported that last time he reported that, even though there is a continued increase in sales tax, there is a downward trend, which is not a concern, but they do need to watch it. He stated that in the month of January there was a reversal of that, and \$102,000 was collected over budget, that is a 13% increase over budget. Year to date there has been \$358,770 more than what was budgeted. He stated that they are less than \$200,000 away from taking care of the \$500,000 that was transferred from the reserves to take care of the paving projects.

c.) Lodging Tax / January 31, 2006

Mr. Scott reported that in January \$48,014.80 was collected, and while this is not a budgeted item, because it is not in the general fund, they do have specific purposes that are internally budgeted, and 34% of budget has been collected, and they should be at 33.333% so they are pretty close to being right on budget.

MOTIONS:

1.) *Authorize Departments to Negotiate:*

- a.) *Inmate / Trustee Food Service***
- b.) *Jail Food***

MOTION BY Mrs. Landry to allow departments to negotiate the purchase price for the Inmate/Trustee Food Service and Jail Food. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

B. BUILDINGS AND PROPERTY COMMITTEE – Lake

Mr. Lake reported that the Committee met on March 3rd. One of the items discussed was brought up at the work session, which was swapping of land that the city owns on Bayfront Drive for better ingress and egress of the Village Overlay behind the shopping center. It is a 50 foot strip for a 150 strip. The property that the city would be getting is 50 feet of high area for 150 feet of wetlands area. The person that is developing the property wants to use the wetlands as a water feature. It will not be built on, he just want to use it for water retention, and a water feature area. There was also talk of a citizen that wants to do a marina, and there was a committee set up to look into this, and look at what grants and money that is available for the project.

The City Clerk stated that an appraisal would be in order for the properties. You need to know what the property value is on both pieces before you can exchange property.

Council President Burnam stated that the first order of business would be to see if the Council wants to swap the property, and then move on to the next step which would be appraisals.

MOTION BY Mr. Lake to exchange a 50 foot tract of land owned by Mr. Starke Irvine for a 150 square foot tract of land at the waters edge in the Edge Water Subdivision in Bayfront Village owned the City. Seconded by Mr. Palumbo.

Mr. Irvine gave a presentation showing on a map where the properties were, and answered questions by the Council.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

C. PUBLIC SAFETY – Burnam

No report.

E. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Landry

There was not a meeting in March. The next meeting will be April 4th at 5:30 p.m. in the Council Chambers.

Council President stated that he forgot to mention at the first of the meeting that Ordinances 2006-18, 2006-19, 2006-21, 2006-22, and 2006-23 have been tabled for tonight.

F. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Yelding

There will not be a meeting on March 24th. Mr. Yelding stated that Public Works Department has started on the sidewalks, and has completed some of them. He said that they will start in District #2 soon. He stated that he is excited about this, because it is a goal to have sidewalks in all districts, so that people will not have to come all the way into town to walk.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Eady

There will be a meeting on April 6th with one (1) special exception which is a request to build a church on Wilson Avenue.

B. Downtown Redevelopment Authority – Barnette

The minutes are in the packet. There was not a quorum at the last meeting. She stated the group is trying to get moving on some ideas, and hopefully they will have the proposal soon from Riviera Utilities on the cost of burying the utilities, and that will be going to the Finance Committee, which, hopefully, will generate some money for the Committee. She stated that the group is feeling thwarted, because there is not a lot they can do without money. She wanted to make sure the group knows they are truly valued by the community, and they have a lot of good plans, and she wants to figure out a way to get something happening. The next meeting will be April 10th.

C. Industrial Development Board – Yelding

The minutes are in the packet. The next meeting will be March 27th at 6:00 p.m. in the Council Chambers.

D. Library Board – Lake

Mr. Palumbo stated that the week of April 2-8, 2006 the Library will waive all fines on overdue items, and that includes videos, magazines, CD's, and audio tapes. He stated that with the new installation of new computers at the Library, the old computers were refurbished and sent to the Recreation Department for the Senior Center. Mr. Palumbo reported that a class was started by volunteers to give computer literacy classes to seniors. He said to date they have graduated 60 seniors, one of them being 94 years old. He stated this a great example of cooperation between city departments in getting some of this done. He said this was done at no cost to the city. He thanked the volunteers and Friends of the Library for getting that accomplished.

E. Planning Commission – Barnette

The Planning Commission meeting has been changed from this Thursday to March 30th, because there will not be a quorum for the meeting on Thursday.

Mrs. Barnette stated that the High Rise Ordinance is not on the agenda, but Mr. Eady met with her that morning and made the following suggestion: Take out all references to the image map, and remove section “g”, and leave the boundary at Van Buren up to I-10, and then incorporate the two parcels belonging to Daphne Utilities and Bob Merritt into the Village Overlay District, which is from south of Bayfront Drive to north of Jordan Road, into the Village Overlay District, and then modify the Overlay District to allow for the Residential High Rise District. She said that this seems to accomplish what they have been discussing at other Council meetings.

Mr. Eady stated that these would be the only two areas where high rises could be built.

Mrs. Barnette said this was right, and that this would be 100% defined and confined. She stated again that this does seem to accomplish what they have been talking about at the Council meetings and Work Sessions.

MOTION BY Mr. Scott to suspend the rules to consider making the following recommendation to the Planning Commission:

Take out all references to the image map, and remove section “g”. Leave the boundary at Van Buren up to I-10, and incorporate the two parcels owned by Daphne Utilities and Bob Merritt into the Village Overlay District, which is from south of Bayfront Drive to north of Jordan Road. Then modify the Village Overlay District to allow for the Residential High Rise District. *Seconded by Mr. Lake.*

ROLL CALL VOTE

Yelding	Aye	Landry	Aye
Barnette	Aye	Palumbo	Aye
Lake	Aye	Burnam	Aye
Scott	Aye		

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mr. Scott to recommend to the Planning Commission the aforementioned changes to the Residential High Rise District Ordinance which is to:

Take out all references to the image map, and remove section “g”. Leave the boundary at Van Buren up to I-10, and incorporate the two parcels owned by Daphne Utilities and Bob Merritt into the Village Overlay District, which is from south of Bayfront Drive to north of Jordan Road. Then modify the Village Overlay District to allow for the Residential High Rise District. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

F. Recreation Board - Burnam

No report.

Mr. Lake stated that he had a name to submit for the Board, Mr. James D. Foster.

Council President Burnam asked Mr. Lake to call Shannon Spivey, the Mayor’s Assistant, and give the information to her.

G. Utility Board – Scott

The next meeting will be next Wednesday. Mr. Scott mentioned that the sewer exception for Dr. Ennis is on the agenda, and he is not familiar with it other than what they went through previously. He stated that there was a number of people that came and spoke on both sides of the issue, primarily against the exception, and the Council asked the City Attorney to investigate the area in which the Ennis’s were requesting the exception. The City Attorney said that they do not have a standing there.

6. REPORTS OF THE OFFICERS:

A. *Mayor’s Report*

a.) *Parade Permit / Animal Rescue / June 10, 2006*

MOTION BY Mrs. Barnette to approve the Parade Permit for Animal Rescue on June 10, 2006. Seconded by Mrs. Landry.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

B. *City Attorney’s Report*

No report.

C. Department Head Comments

Chief Hanson – Fire Department - reported regarding the burning of the apartment building which was training for four (4) Fire Departments from the County. He stated that it went well and was good training.

7. PUBLIC PARTICIPATION

Kevin Spriggs – 23 Signal Hill, Spanish Fort – Hotel owner in Daphne – spoke in opposition to the proposed Lodging Tax increase.

Dr. Ennis – Daphne – spoke regarding his request for a sewer hookup exception, stating that they will withdraw at this time their request for a waiver on the basis of the “200 foot rule”. He called the Council’s attention to and read an excerpt from the Land Use Ordinance Section 11-12 section “a”. He stated that they are requesting to take advantage of this provision of the ordinance and hook up when their present septic system is not functioning adequately. He asked whether a legal opinion is needed on this section of the Land Use Ordinance.

Mr. David Hudgens – Representing Budget Inn and Hilton Gardens – Spoke against the proposed lodging tax increase, saying they already pay their fair share of taxes in that they paid \$350,000 last year and with the proposed tax it will be another \$175,000.

Mr. Eddie Murphy – Windsor Court – spoke against suing the Board of Education.

Mrs. Fran Terry – 1205 Captain O’Neal – She is a teacher and stated that the teachers in Daphne do not want to be in a school with 1,150 students.

Mr. Mark Taupeka – Montrose Village Property Owners Association - Stated that Dr. Ennis should be made to connect to the sewer as soon as possible. He said that Dr. and Mrs. Ennis signed a petition to do so in 1999. He stated that Dr. Ennis could get financing if needed. He said that it is not justice to the neighborhood because there are several others that should hook up to the sewer.

Mr. Starke Irvine – Downtown Redevelopment Authority – Spoke in favor of the enjoinder. The Authority has asked for and as of yet have not received a traffic study. He mentioned the stacking of cars that already occurs at the two schools, and it will be worse when they combine the schools. He feels the enjoinder will get the Boards attention and sit down and talk with the city.

Diane O’Connor Page – Daphne – stated that the school system in Baldwin County is wonderful. She stated that large schools can succeed. She also spoke regarding the environment, spot zoning and eminent domain.

Mrs. Ruth Seawell – 810 Pinewood Court – spoke against city schools.

Mr. David Freeman – Sandpiper – spoke in favor of the enjoinder. He agrees that a traffic study should be done, and that the Board does not need to see the property.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS

- a.) Acceptance of Streets and Drainage / TimberCreek Village, the Re-subdivision of Lot 1...../Resolution 2006-25
- b.) Prepaid Travel / Ken Eslava / Billy Crutchfield / Clement Conaway...../Resolution 2006-26
- c.) Authorize City Attorney to Initiate Legal Action to Enjoin Baldwin County Board of Education From Beginning Construction on Proposed Elementary School/Resolution 2006-27
- d.) Authorizing the Filing of a 2006 CDBG Economic Development Application/Resolution 2006-28

MOTION BY Mrs. Barnette to waive the reading of Resolution 2006-25. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-25. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading to Resolutions 2006-26. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolutions 2006-26. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Resolution 2006-27. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-27. *Seconded by Mrs. Landry.*

MOTION BY Mr. Palumbo to amend Resolution 2006-27 by delete the last paragraph and read as follows:

Amendment

Now, therefore, be it resolved by the Mayor and the City Council of the City of Daphne, AL that the City Council appoint a standing committee of its members to seek a resolution to these and other education concerns by meeting with the Baldwin County School Superintendent and other representatives of the Baldwin County Board of Education on a regular basis. *Seconded by Mr. Yelding.*

Mrs. Barnette (*verbatim*) stated that I differ from Mr. Palumbo, in the sense that, I believe that certainly we need to work with the Board of Education, and that is why this Council's language unites us and moves us forward in showing that we are going to come to some type of solution. I differ in the sense that right now the proposal before us to the citizens of Daphne, and Daphne's community is not at all consistent with Daphne's Comprehensive Plan. We have identified walking communities, we have identified our schools as anchors to different points in the community, so I think we have along way to go, and I am looking forward to some type of resolution in the near future. I want to be clear and on record that right now the current proposals are absolutely not in keeping with Daphne's Comprehensive Plan, nor the vision, from her interpretation, of where we need to be in Daphne.

Council continued to discuss the Resolution.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

VOTE TO ADOPT RESOLUTUION 2006-27

MOTION BY Mrs. Barnette to adopt Resolution 2006-27 with the amendment. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Resolution 2006-28. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTIOIN BY Mrs. Barnette to adopt Resolution 2006-28. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES:

- a.) **Rezone: Country Club Development, LLC /
Bellaton Subdivision, Phase three / Property located off
US Highway 181 / R-3 to R-4. /Ordinance 2006-16**
- b.) **Annexation: Julio Corte / 10 Foot Strip / Along Hwy 181 /Ordinance 2006-18**
- c.) **Annexation: Julio Corte / Oldfield / 11.66 Acres /
Along Hwy 181. /Ordinance 2006-19**
- d.) **Annexation: French Settlement / County Hwy 13 /Ordinance 2006-20**
- e.) **Annexation: Julio Corte / Oldfield / 21.27 Acres /
Along Hwy 181. /Ordinance 2006-21**
- f.) **Annexation: Julio Corte / Oldfield / 18.91 Acres /
Along Hwy 181. /Ordinance 2006-22**
- g.) **Annexation: Julio Corte / Oldfield / 25.14 Acres /
Along Hwy 181. /Ordinance 2006-23**
- h.) **Appropriation of Funds: Recreation Part-Time Employees /
Building Inspections Vehicle /Ordinance 2006-25**
- i.) **Appropriating Funds: Police Vehicle Replacement
1ST READ /Ordinance 2006-26**
- j.) **6% Lodging Tax Levy Amendment to the Use of
Lodging Tax Proceeds /Ordinance 2006-13**
- k.) **Create Administrative Technician Position /Ordinance 2006-27**

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-16. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinances 2006-16. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES 2006-18, 2006-19, 2006-21, 2006-22, 2006-23 WERE TABLED EARLIER IN THE MEETING.

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-20. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Landry to adopt Ordinance 2006-20. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-25. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinance 2006-25. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to suspend the rules to consider Ordinance 2006-26. *Seconded by Mr. Yelding.*

ROLL CALL VOTE

Yelding	Aye	Landry	Aye
Barnette	Aye	Palumbo	Aye
Lake	Aye	Burnam	Aye
Scott	Aye		

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-26. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinance 2006-26. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to suspend the rules to consider 2006-27. *Seconded by Mrs. Landry.*

ROLL CALL VOTE

Yelding	Aye	Landry	Aye
Barnette	Aye	Palumbo	Aye
Lake	Aye	Burnam	Aye
Scott	Aye		

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Ordinance 2006-27. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinance 2006-27. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

8. COUNCIL COMMENTS

Mr. Yelding commended his fellow councilmen for doing a tremendous job in getting through the meeting tonight, he appreciated it.

Mrs. Barnette congratulated Mr. Lake on being elected Chairman of the Christian Public Officials Caucus at the meeting in Washington. Mrs. Barnette announced that Congressman Bonner will be at the Daphne City Council Chambers next Monday night at 7:00 p.m. She said that he will be talking about the post Katrina world, making lemonade out of lemons. She encouraged all to come to the meeting. She stated that the meeting is sponsored by the Olde Towne Daphne West Association.

Mr. Scott referred to the request for sewer hookup exception stating that there is no doubt in his mind that these are special people, and he doesn't doubt at all that their septic system works, and that they probably monitor it, but he said the problem is not one, but the problem is multiple. He said that if they make an exception then they will have to make another exception and another exception and so on, the other people may not be as diligent as Dr. Ennis. He said that the Council has pretty much stated that it would take a very rare situation before they would grant a sewer hookup exception.

Mr. Landry said that she wanted the people to know that they had a very successful trip to Washington last week. She wanted Becky and Shannon to know how much they appreciated the notebooks. She stated that they had a bound notebook to give to the two Senators Sessions and Shelby, and they also gave a copy to Congressman Bonner. She stated that the notebook contained the city's financial requests for help on different projects. These notebooks are very effective in helping the city to get money from Washington. Mrs. Landry said they were very receptive. She said she appreciated the city letting them go, and she thinks it means a lot for Daphne.

Mr. Palumbo thanked Mr. Eady for helping them come to an agreement on the High Rise Ordinance. He thanked him for using his expertise to finalize what the will of the Council has been. Hopefully, they can get off center and get it moving from here.

MARCH 20, 2006
CITY COUNCIL MEETING
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

13

MOTION BY Mrs. Barnette to enter into Executive Session to discuss potential litigation. The City Attorney certifies that the Executive Session is warranted for the specific reason stated. The session will last about five (5) minutes. Seconded by Mr. Lake.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Council entered into Executive Session at 8:05 p.m.

Council returned from Executive Session at 8:11 p.m.

9. ADJOURN

MOTION BY Mrs. Barnette to adjourn. Seconded by Mr. Yelding.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 8:12 P.M.

Respectfully submitted by,

David L. Cohen, City Clerk, MMC

Certification of Presiding Officer:

Greg Burnam
Date & Time Signed: _____

**MARCH 28, 2006
CITY OF DAPHNE
CITY COUNCIL
SPECIAL WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

1

COUNCIL MEMBERS PRESENT: Cathy Barnette; Greg Burnam; Ron Scott; August Palumbo.

Absent: Bailey Yelding; John Lake; Regina Landry.

Also present: Mayor Small; David Cohen, City Clerk; Jay Ross, City Attorney; Lee Martin, Bond Attorney; Frank Johnston, Aronov; Bruce Ryals; Pfil Hunt, Gardyner Michael.

1. CALL TO ORDER

Council President Lake called the meeting to order at 6:32 p.m.

2. DISCUSS: ARONOV BOND ISSUE

Mr. Frank Johnston, Aronov Realty, gave a presentation regarding the financial projections for the Eastern Shore Park. The packet is included with these minutes.

Council asked Mr. Johnston questions regarding the figures and the bond issue. One of Council concerns was that in the MOU the obligated 10.2 million dollars was to develop 148 acres, now only 80 acres will be developed.

Council told Mr. Johnston that the Development Agreement will be on the agenda Monday night, but it will be a first read.

Council President Burnam adjourned the meeting at 7:14 p.m.

Respectfully submitted by

David L. Cohen
City Clerk, MMC

Certification of Presiding Officer

Greg Burnam
Council President
Date & Time Signed:_____

**MARCH 28, 2006
CITY OF DAPHNE
CITY COUNCIL
SPECIAL WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.**

2



EASTERN SHORE PARK

D A P H N E , A L A B A M A

CITY COUNCIL WORK SESSION

MARCH 28, 2006



An innovative mixed use retail and commercial park.

ARONOV



City Council Work Session – March 28, 2006

Eastern Shore Park Proposal

- It is proposed that the City issue Warrants to reimburse Malbis Properties for the Public Improvements Cost.
 - The Warrants will not be a City debt or obligation;
 - The Warrants will be payable solely from 40% of the Sales and Use Taxes (50% for automobile) generated by businesses located in the Eastern Shore Park (the "Pledged Tax Revenues");
 - Current projected Public Improvements Cost is \$9,700,000;
 - Annual Debt Service on the Warrants will be approximately \$1,000,540 (20 years, 7.5% 10,200,000 issue);
 - All Public Improvements will be subject to prior approval by the City Council;
 - Trustee appointed by the City Council will oversee reimbursement of Public Improvements Cost; and
 - Audited report of Public Improvements Cost will be provided Trustee and the City Council.



City Council Work Session – March 28, 2006

- Current projected City budget for Fiscal Year 2006 is \$20,000,000.

- It is projected that in 2008 the City will receive total revenues from Eastern Shore Park in the amount of approximately \$2,885,000, comprised of the following sources:
 - approximately \$2,470,000 in Sales and Use Tax Revenue (current projected Sales and Use Tax Revenues for the City for Fiscal Year 2006 is \$12,000,000);

 - approximately \$135,000 in Business License Tax Revenues; and

 - approximately \$280,000 in Ad Valorem Taxes Revenues.

- Eastern Shore Park is expected to create between 500-800 full and part time jobs.

Eastern Shore Park - Daphne, Alabama

Retail Sales and Sales and Use Tax Revenue Projections for 2008

<u>Business</u>	<u>Retail Sales</u>	<u>Auto Sales</u>
Lowe's 116,000 S.F.	\$30,000,000	
Sam's 135,000 S.F.	\$40,000,000	
Shops 20,000 S.F.	\$4,000,000	
Auto Dealership 1 Toyota		\$60,000,000
Auto Dealership 2 (Proposed)		\$20,000,000
Auto Dealership 3 Honda		\$60,000,000
(6) Restaurants	\$9,000,000	
Total Sales per Category	\$83,000,000	\$140,000,000
 Total Eastern Shore Park Sales	 \$223,000,000	
 <u>City's Share of Sales and Use Tax Revenues</u>		
1.5% Retail Sales	\$1,245,000	
0.5% Auto Sales	\$700,000	
Total Sales Tax Revenue to City	\$1,945,000	
 <u>Sales and Use Tax Revenues Devoted to Payment of Warrants</u>		
1% Retail Sales	\$830,000	
0.5% Auto Sales	\$700,000	
Total Sales Tax Revenue	\$1,530,000	
 Annual Debt Service on Warrants (20 Yr. 7.5% \$10,200,000 Issue)	 \$1,000,540	
 Sales and Use Tax Revenues devoted to payment of Warrants in excess of Annual Debt Service on Warrants and returned to City.	 \$529,460	

Therefore, it is projected that the City will receive from Eastern Shore Park in 2008:

1. Sales and Use Tax Revenues	\$1,945,000
2. Sales and Use Tax Revenues devoted to payment of Warrants in excess of Debt Service	\$529,460
3. Business License Tax	\$135,000
4. Ad Valorem Taxes (1)	\$280,000
Total	\$2,889,460

(1) It is estimated after full build-out that the Eastern Shore Park will cost approximately \$50,000,000.

ARONOV

Eastern Shore Park - Daphne, Alabama

Retail Sales and Sales and Use Tax Revenue Projections for 2013

(with 3% Inflation Factor After 5 Years)

<u>Business</u>	<u>Retail Sales</u>	<u>Auto Sales</u>
Lowe's 116,000 S.F.	\$34,778,222	
Sam's 135,000 S.F.	\$46,370,963	
Shops 20,000 S.F.	\$4,637,096	
Auto Dealership 1 Toyota		\$69,556,444
Auto Dealership 2 (Proposed)		\$23,185,481
Auto Dealership 3 Honda		\$69,556,444
(6) Restaurants	\$10,433,467	
Total Sales per Category	<u>\$96,219,748</u>	<u>\$162,298,370</u>
 Total Eastern Shore Park Sales	 \$258,518,119	

City's Share of Sales and Use Tax Revenues

1.5% Retail Sales	\$1,443,296
0.5% Auto Sales	\$811,492
Total Sales Tax Revenue to City	<u>\$2,254,788</u>

Sales and Use Tax Revenues Devoted to Payment of Warrants

1% Retail Sales	\$962,197
0.5% Auto Sales	\$811,492
Total Sales Tax Revenue	<u>\$1,773,689</u>

Annual Debt Service on Warrants (20 Yr. 7.5% \$10,200,000 Issue)	\$1,000,540
---	-------------

Sales and Use Tax Revenues devoted to payment of Warrants in excess of Annual Debt Service on Warrants and returned to City.	\$773,149
--	-----------

Therefore, it is projected that the City will receive from Eastern Shore Park in 2013:

1. Sales and Use Tax Revenue	\$2,254,788
2. Sales and Use Tax Revenues devoted to payment of Warrants in excess of Debt Service	\$773,149
3. Business License Tax	\$151,943
4. Ad Valorem Taxes (1)	\$324,597
Total	<u>\$3,504,477</u>

(1) It is estimated after full build-out that the Eastern Shore Park will cost approximately \$50,000,000.

ARONOV

Eastern Shore Park - Daphne, Alabama

Retail Sales and Sales and Use Tax Revenue Projections for 2018

(with 3% Inflation Factor After 10 Years)

<u>Business</u>	<u>Retail Sales</u>	<u>Auto Sales</u>
Lowe's 116,000 S.F.	\$40,317,491	
Sam's 135,000 S.F.	\$53,756,655	
Shops 20,000 S.F.	\$5,375,666	
Auto Dealership 1 Toyota		\$80,634,983
Auto Dealership 2 (Proposed)		\$26,878,328
Auto Dealership 3 Honda		\$80,634,983
(6) Restaurants	\$12,095,247	
Total Sales per Category	\$111,545,059	\$188,148,293
 Total Eastern Shore Park Sales	 \$299,693,353	
 <u>City's Share of Sales and Use Tax Revenues</u>		
1.5% Retail Sales	\$1,673,176	
0.5% Auto Sales	\$940,741	
Total Sales Tax Revenue to City	\$2,613,917	
 <u>Sales and Use Tax Revenues Devoted to Payment of Warrants</u>		
1% Retail Sales	\$1,115,451	
0.5% Auto Sales	\$940,741	
Total Sales Tax Revenue	\$2,056,192	
 Annual Debt Service on Warrants (20 Yr. 7.5% \$10,200,000 Issue)	 \$1,000,540	
 Sales and Use Tax Revenues devoted to payment of Warrants in excess of Annual Debt Service on Warrants and returned to City.	 \$1,055,652	
 <u>Therefore, it is projected that the City will receive from Eastern Shore Park in 2018:</u>		
1. Sales and Use Tax Revenue	\$2,613,917	
2. Sales and Use Tax Revenues devoted to payment of Warrants in excess of Debt Service	\$1,055,652	
3. Business License Tax	\$181,428	
4. Ad Valorem Taxes (1)	\$376,297	
Total	\$4,227,294	

(1) It is estimated after full build-out that the Eastern Shore Park will cost approximately \$50,000,000.

ARONOV



City Council Work Session – March 28, 2006

3/28/2006

Eastern Shore Park
Highway 90 & 181
Daphne, Alabama

ESTIMATED PUBLIC IMPROVEMENT COSTS

OFF-SITE IMPROVEMENT COSTS

Public Utilities (Gas and Sewer)	\$2,975
Storm Sewer	\$334,677
Traffic Signals	\$228,010
Road Improvements on Highway 90 & 181	\$890,730
Misc. (Site Eng, Erosion Control & Barricades)	\$162,875
Sub Total	<u>\$1,619,267</u>

ON-SITE IMPROVEMENT COSTS

Land	\$466,560
Earthwork	\$448,511
Public Utilities (Water, Gas, Elect, Tel. & Sewer)	\$878,828
Storm Sewer	\$1,430,206
City Streets (Curbs, paving, striping & signs)	\$897,530
Site Lighting	\$341,040
Landscape, Irrigation, Fences & Hardscapes	\$519,474
Signage	\$372,000
Fees, Bonds, Site Eng, Traffic Control & Overhead	\$446,937
Sub Total	<u>\$5,801,086</u>

PROFESSIONAL SERVICES

Engineering, Architectural, Landscape & Traffic	\$725,982
Surveys, Geotechnical, ESA & Testing	\$234,422
Testing	\$99,000
Insurance, Permit Fees, Utility Fees, Travel	\$141,285
Construction Interest	\$285,744
Sub Total	<u>\$1,486,433</u>

Contingency \$385,574

TOTAL **\$9,292,360**

NOTE: This does not include legal fees and expenses or advisory financial fees and expenses.

APRIL 3, 2006

CITY COUNCIL MEETING

PUBLIC HEARING

FOR:

- 1.) Codification of City Ordinances

**CITY COUNCIL MEETING
STANDING COMMITTEE RECOMMENDATIONS:**

FINANCE COMMITTEE REPORT

BUILDINGS & PROPERTY COMMITTEE REPORT

PLANNING/ZONING/CODE ENFORCEMENT COMMITTEE REPORT

PUBLIC SAFETY/ORDINANCE COMMITTEE REPORT

PUBLIC WORKS/BEAUTIFICATION/MUSEUM COMMITTEE REPORT

**CITY COUNCIL MEETING
REPORTS OF SPECIAL COMMITTEES**

NOTES:

BOARD OF ZONING ADJUSTMENTS REPORT:

DOWNTOWN REDEVELOPMENT AUTHORITY REPORT:

INDUSTRIAL DEVELOPMENT BOARD:

LIBRARY BOARD:

PLANNING COMMISSION REPORT:

RECREATION BOARD REPORT:

UTILITY BOARD REPORT:

**February 21, 2006
CITY OF DAPHNE, AL
INDUSTRIAL DEVELOPMENT BOARD MEETING 6:00 P.M. at City Council
Chambers**

1. CALL TO ORDER/ROLL CALL

Members present – John Coulter, Jack Ehlenberg, Toni Fassbender, Nancy Cox, and Yancey Baldwin

Also present – David Cohen

2. OLD BUSINESS

a. Approval of January 30, 2006 Minutes

Motioned by Ms. Fassbender Seconded by Mr. Coulter To approve the minutes.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

3. TREASURERS REPORT

Mr. Coulter presented the treasures report with a ending balance of \$61,004.83.

**Motioned by Ms. Fassbender Seconded by Mr. Baldwin To approve the treasures
report.**

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

4. DAPHNE COMMERCE AND TECHNOLOGY CENTER

The IDB Board requested getting a new map of the D.C.T.C with the new road design.

5. OTHER BUSINESS

6. ADJOURN

Motion by Mr. Baldwin Seconded by Ms. Cox To adjourn.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

**THERE BEING NO FURTHER BUSINESS TO DISCUSS THE MEETING
ADJOURNED AT 6:45 P.M.**

Respectfully Submitted,

David L. Cohen, Secretary

Approved:

Jack Ehlenberg, Chairman

Daphne Library Board
March 13, 2006
Meeting Minutes

In Attendance:

Interim Library Director Nancy Seale, Board Members Glenn Swaney, Chairman, Gayle Robinson, Ernie Seckinger, Cassandra Day, Gus Palumbo, Council Representative.

Absent was Anita Rigas.

Call to Order:

After a quorum was established, Glenn Swaney called the meeting to order at 4:30 p.m.

Reading and Approval of Minutes:

The minutes of the February 13, 2006 meeting were reviewed and approved as written.

Monthly Report:

The Monthly Report for February was presented to the Board and accepted.

Library Policies:

The Library Policies were discussed briefly and some changes were suggested. The policies will be discussed further at the next Board Meeting. It was also suggested by Mr. Seckinger that the entire policy be reviewed with a view toward condensing it and making the sections within it more applicable and reducing the redundancy between sections.

Mr. Swaney stated that he had requested Mr. Tim Fleming proceed with the modifications of the policy as recommended in his recent Emails to Dale Foster and the Board.

Public Participation:

None

Old Business:

The Board was informed that the AC units were replaced as had been discussed in previous Board Meetings. Mr. Swaney contacted the Public Works Department and was informed that 3 units had been replaced. Two four ton units and one 6 ton unit. Additional requests have been made to the Daphne Public Works group to get them to investigate the parking lot lights. Numerous comments have been received by the Board that the level of lighting in the parking area and the lights under the Library canopy are inadequate for safety. At the upcoming Safety Committee Meeting on April 7th, this

concern together with a concern regarding a tripping hazard at the catch basin directly in front of the Library will be addressed by Gayle Robinson.

Glenn Swaney informed the Library Board that he would be contacting Dale Foster about his return from his leave of absence. Mr. Swaney plans to make that contact no later than March 17th in order that the search for a replacement can be started should Dale elect to resign.

New Business:

Ron Allen, a member of the Friends of the Daphne Library, presented the Board and Library with copies of a booklet the Friends had put together on the history of the Daphne Public Library. Mr. Allen also gave the Board an update on the computer classes for seniors sponsored by the Friends group which are held at the Recreation Department. Councilman Palumbo requested additional information from Mr. Allen so that he could pass it on to the other council members. He stated that "it was great to see various City groups working in unison to further the interests of Daphne". Mr. Allen also stated that the "Friends" will purchase \$5000 of children's books and wondered if the Library could use cataloging help in order to get them on the shelves as soon as possible. Ms. Nancy Seale will investigate and get back to Mr. Allen.

Glenn Swaney stated that he had contacted Mr. Weldon Humphreys of Sun Flooring regarding the carpeting replacement and that Mr. Humphreys had stated that he would need a full day to rip up the old and lay the new carpeting. He did however indicate that his work could be done on the weekend or a holiday. Mr. Swaney asked when the next 4 day holiday might occur and wondered if it would be possible to get the book racks and books moved prior to the carpet replacement by Library Staff and city workers on the Friday or Saturday prior to the holiday. They could then be replaced on the 1st working day following the holiday. The next 4 day holiday will be Memorial Day.

The meeting adjourned at 6:20 p.m.

Respectfully submitted by Nancy Seale

**CITY COUNCIL MEETING
MAYOR'S REPORT**

NOTES:

PRESIDENT:
BOBBY HAYES
MAYOR, PELHAM

EXECUTIVE DIRECTOR:
PERRY C. ROQUEMORE, JR.
MONTGOMERY



Alabama League of Municipalities

Official Publication: Alabama Municipal Journal

P.O. BOX 1270
MONTGOMERY, ALABAMA 36102
TELEPHONE (334) 262-2566

Web address: www.alaim.org

535 ADAMS AVENUE
MONTGOMERY, ALABAMA 36104
FAX (334) 263-0200

Serving Alabama's Home-Town Governments and Home-Town Officials

February 24, 2006

TO: All Mayors and Clerks

FROM: League Headquarters 

SUBJECT: Voting Delegate, Annual Convention Business Meeting

ENCLOSURE: Voting Delegate Designation Form

The annual convention of the Alabama League of Municipalities will be held May 6-9, 2006, in Mobile, at the Arthur R. Outlaw Convention Center. The annual business session will be held at 2:00 P.M. on Tuesday, May 9, at the Riverview Plaza Hotel.

The League Constitution contains the following provision pertaining to voting powers at the annual convention business session:

"Each member municipality shall have one vote in the Convention proceedings of the League, such vote to be cast by the delegate authorized by the governing body of such town or city. The League shall send to the mayor of each member municipality a form to be used by the municipal governing body to designate the municipality's voting delegate, first alternate voting delegate and second alternate voting delegate. In order for the municipality to be eligible to cast its vote during convention proceedings, the official delegate designation form must be returned to the League Headquarters not later than fifteen (15) days prior to the first day of the Annual Convention."

In accordance with the League Constitution, a copy of the official Voting Delegate Authorization Form, which should be used by your municipal governing body to designate the official voting delegate and alternates eligible to cast the municipality's vote during the business session of the convention, is being sent to each mayor. An additional copy is being sent to each clerk, but only one completed form should be returned by each League member municipality.

Please have the enclosed form completed and returned to the League by April 21, so that your city or town will be eligible to cast its vote at the convention.

We look forward to seeing a good delegation from your municipality in Mobile.

COPY

THIS FORM MUST BE RETURNED TO THE ALABAMA LEAGUE OF MUNICIPALITIES NOT LATER THAN APRIL 21, 2006, IN ORDER FOR THE MUNICIPALITY NAMED BELOW TO BE ELIGIBLE TO HAVE ITS DESIGNEE CAST A VOTE AT THE OFFICIAL BUSINESS SESSION OF THE LEAGUE ON TUESDAY, MAY 9, 2006, at 2:00 P.M. AT THE RIVERVIEW PLAZA HOTEL.

VOTING DELEGATE AUTHORIZATION FORM

The following person(s)* is authorized to cast the municipality's vote at the business session of the annual convention of the Alabama League of Municipalities on May 9, 2006:

Voting Delegate (PLEASE PRINT)

1st Alternate Voting Delegate
(to vote only in absence of Voting Delegate)

2nd Alternate Voting Delegate
(to vote only in absence of 1st Alternate Voting Delegate)

*** THE LEAGUE CONSTITUTION REQUIRES THAT
VOTING DELEGATES AND ALTERNATES BE ELECTED
MUNICIPAL OFFICIALS**

Signed by _____

Title _____

City/Town _____

Date _____

CITY ATTORNEY'S REPORT

NOTES:

DEPARTMENT HEAD'S COMMENTS

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

NOTES:

RECOMMENDATIONS

COUNCIL COMMENTS:

RESOLUTION 2006-29

**Acceptance of Streets and Drainage
located in Daphne Commercial Park, Phase Two**

Whereas, the City Council of the City of Daphne, Alabama has received notice that the Planning Commission of Daphne has given Final Plat approval to Daphne Commercial Park, Phase Two on May 26, 2005 and the City of Daphne hereby recommends acceptance of said street located in Daphne Commercial Park, Phase Two; and,

Whereas, an inspection was made by the Director of Community Development. All reports, as well as, all other related documents has been provided stating that said streets and storm water drainage have been installed in conformity with city standards; and,

Whereas, the Division of Public Works has accepted said streets and storm water drainage of Daphne Commercial Park, Phase Two; and,

Whereas, the Utilities Board of the City of Daphne has accepted the utilities of Daphne Commercial Park, Phase Two; and,

Whereas, the developer has provided to the City a two-year construction warranty bond as required and requests acceptance and dedication of the same for maintenance of said improvements as outlined in Article XVII, entitled Subdivision Review of the City of Daphne Land Use and Development Ordinance; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS, that Daphne Commercial Park, Phase Two according to the plat by Hatch Mott McDonald as recorded in the Judge of Probate, Baldwin County, Alabama, and said street being named American Way, West terminus of, is hereby accepted by the City of Daphne, Alabama as a city street for maintenance.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE ____ DAY OF _____, 2006.

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

GREG BURNAM
COUNCIL PRESIDENT
Date & Time Signed: _____

FRED SMALL
MAYOR
Date & Time Signed: _____

ATTEST:

DAVID L. COHEN
CITY CLERK, MMC

RESOLUTION NO. 2006-30

**MAY DAY PARK GRANT
306A PUBLIC ACCESS IMPROVEMENTS GRANT**

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

WHEREAS, the city intends to make application to the Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section for grant assistance to develop a restroom facility, erect lighting, and place utilities underground; and

WHEREAS, said programs are limited to funding a maximum of fifty (50%) up to \$25,000 of the proposed project cost estimates at (\$50,000) which the city's share would be (\$25,000) which will be used to develop land and facilities consisting of (4.2 acres).

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

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

APPROVED AND ADOPTED ON THE _____ DAY OF MARCH, 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

ORDINANCE NO 2006- 13

**6% Lodging Tax Levy
Amendment to the Use of Lodging Tax Proceeds**

WHEREAS, the following Ordinances regarding Lodging Taxes were heretofore adopted:

Ordinance No. 2000-34 adopted October 2, 2000
Ordinance No. 2000-25 adopted July 17, 2000
Ordinance No. 1997-28 adopted December 8, 1997
Ordinance No. 1995-15 adopted August 7, 1995

WHEREAS, the City Council has determined that in order to better meet the needs of the City of Daphne, the Lodging Tax levy and the use of Lodging Tax proceeds must be amended.

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

SECTION I: Section 1 of Ordinance 2000-34 is hereby amended as follows:

The uses of lodging taxes collected are hereby divided as follows:

- 1) Payment of Debt Service required for the purchase, development, and/or maintenance of beachfront property.
- 2) Fifteen percent (15%) of gross proceeds collected shall be used for the purpose of providing funding to the Daphne Industrial Development Board (IDB) for the implementation of strategies, action items, and tactics included in the Strategic Economic Development Plan as approved and adopted in Resolution 2000-31 by the Daphne City Council June 19, 2000.
- 3) Such Lodging Tax proceeds remaining after debt service payments and IDB Contributions are hereby divided into reserves as follows:
 - 60% Beachfront Property: Purchase/Development/Maintenance
 - 40% Vehicles and EquipmentSuch reserves shall be subject to annual appropriation as approved by the City Council.

All other provisions of Ordinance No. 2000-34 shall remain in full force and effect.

**6% Lodging Tax Levy
Amendment to Use**

SECTION II: LEVY OF TAX IN CITY- Section 1 of Ordinance 1997-28 which levied a four percent (4%) tax for lodging is hereby amended and a six percent (6%) Lodging Tax is hereby levied.

All other provisions of Ordinance No. 1997-28 shall remain in full force and effect.

SECTION III: SEVERABILITY CLAUSE- The provisions of this ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the part that remains.

SECTION IV: EFFECTIVE DATE- This Ordinance shall be in full force and effect at 12:01 am on the first day of May 2006, and the first payment of taxes hereunder shall become delinquent unless paid on or prior to June 20, 2006.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2006.

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

ORDINANCE NO. 2006- 18

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

**JULIO CORTE, JR.
ANNEXATION OF 10 FOOT STRIP ALONG
ALABAMA HIGHWAY 181**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, AS FOLLOWS:

WHEREAS, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

WHEREAS, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

WHEREAS, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne on January 26, 2006 and a affirmative recommendation was **approved** for the City Council to consider said request for annexation and said property **shall be zoned R-1, Low Density Single Family Residential, zone**; and,

WHEREAS, after proper publication, a public hearing was held by the City Council on March 6, 2006 concerning the petition for annexation; and,

WHEREAS, the City Council of the City of Daphne, Alabama has determined that it is in the best interest of said City that the property described in Section 2 hereof be annexed to the corporate limits of the City of Daphne, and that all the requirements of Sections 11-42-21 through 11-42-24, Code of Alabama, 1975, as amended have been complied with by said Petitioner.

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

SECTION 1: CONSENT TO ANNEXATION. The City Council of the City of Daphne, Alabama does by this Ordinance assent to the annexation of the property described in Section 2 of this Ordinance to the corporate limits of the City of Daphne, Alabama, and does by the adoption of this Ordinance, extend and rearrange said corporate limits to embrace and include such property.

SECTION 2: THE PROPERTY. That property requested to be annexed into the City of Daphne is described in Exhibit "A", attached hereto and made a part of this Ordinance as if fully set out herein.

EXHIBIT AA@

LEGAL DESCRIPTION:

DESCRIPTION TO ACCOMPANY SKETCH OF 0.62 ACRES TO-WIT:

COMMENCE AT THE SOUTHEAST CORNER OF BELLATON, PHASE ONE, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE FILE 2194-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA FOR A POINT OF BEGINNING; RUN THENCE SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181, A DISTANCE OF 2684.82 FEET; THENCE RUN NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00 DEGREES 41 MINUTES 56 SECONDS EAST, A DISTANCE OF 2684.81 FEET TO A POINT ON THE SOUTH MARGIN OF THE AFOREMENTIONED BELLATON, PHASE ONE; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 59 SECONDS EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.62 ACRES, MORE OR LESS, AND LIES IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN.

SECTION 3: MAP OF PROPERTY. The property hereby annexed to the City of Daphne, Alabama, is set forth and described in Exhibit "B" and attached hereto a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this Ordinance.

SECTION 4: PUBLICATION. This Ordinance shall be published as required by Section 11-42-21, Code of Alabama, 1975, as amended, and the property described herein shall be annexed to the corporate limits of the City of Daphne, Alabama, upon such publication.

SECTION 5: PROBATE COURT. A description of the property described in this Ordinance shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Section 11-42-21, Code of Alabama, 1975, as amended.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this _____ day of _____ 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

Julio Corte, Jr.
ANNEXATION OF 10 FOOT STRIP ALONG
ALONG ALABAMA HIGHWAY 181

EXHIBIT "A"

DESCRIPTION TO ACCOMPANY SKETCH OF 0.62 ACRES TO-WIT:

COMMENCE AT THE SOUTHEAST CORNER OF BELLATON, PHASE ONE, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE FILE 2194-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA FOR A POINT OF BEGINNING; RUN THENCE SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181, A DISTANCE OF 2684.82 FEET; THENCE RUN NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00 DEGREES 41 MINUTES 56 SECONDS EAST, A DISTANCE OF 2684.81 FEET TO A POINT ON THE SOUTH MARGIN OF THE AFOREMENTIONED BELLATON, PHASE ONE; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 59 SECONDS EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.62 ACRES, MORE OR LESS, AND LIES IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN.

Reference Project: OLDFIELD

P:\050740E\Annexation\DESC TO ACCOMPANY SKETCH OF 10 FOOT STRIP.doc

BELLATON, PHASE ONE
(SLIDE FILE 2194-E)

POINT OF COMMENCEMENT &
POINT OF BEGINNING

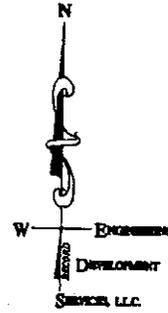
N89°33'59"W
10.00'

A 10 FOOT STRIP OF LAND
FOR ANNEXATION INTO THE
CORPORATE LIMITS OF DAPHNE, ALABAMA

JULIO CORTE, JR. ANNEXATION OF 0.62 AC. AS R-1 SINGLE FAMILY EXHIBIT "B"

OLDFIELD

(FORMERLY KNOWN AS COTTONWOOD)



80' RIGHT-OF-WAY (PAVED ROAD)

N00°41'56"E 2684.81'
S00°41'56"W 2684.82'

ALABAMA STATE HIGHWAY NO. 181

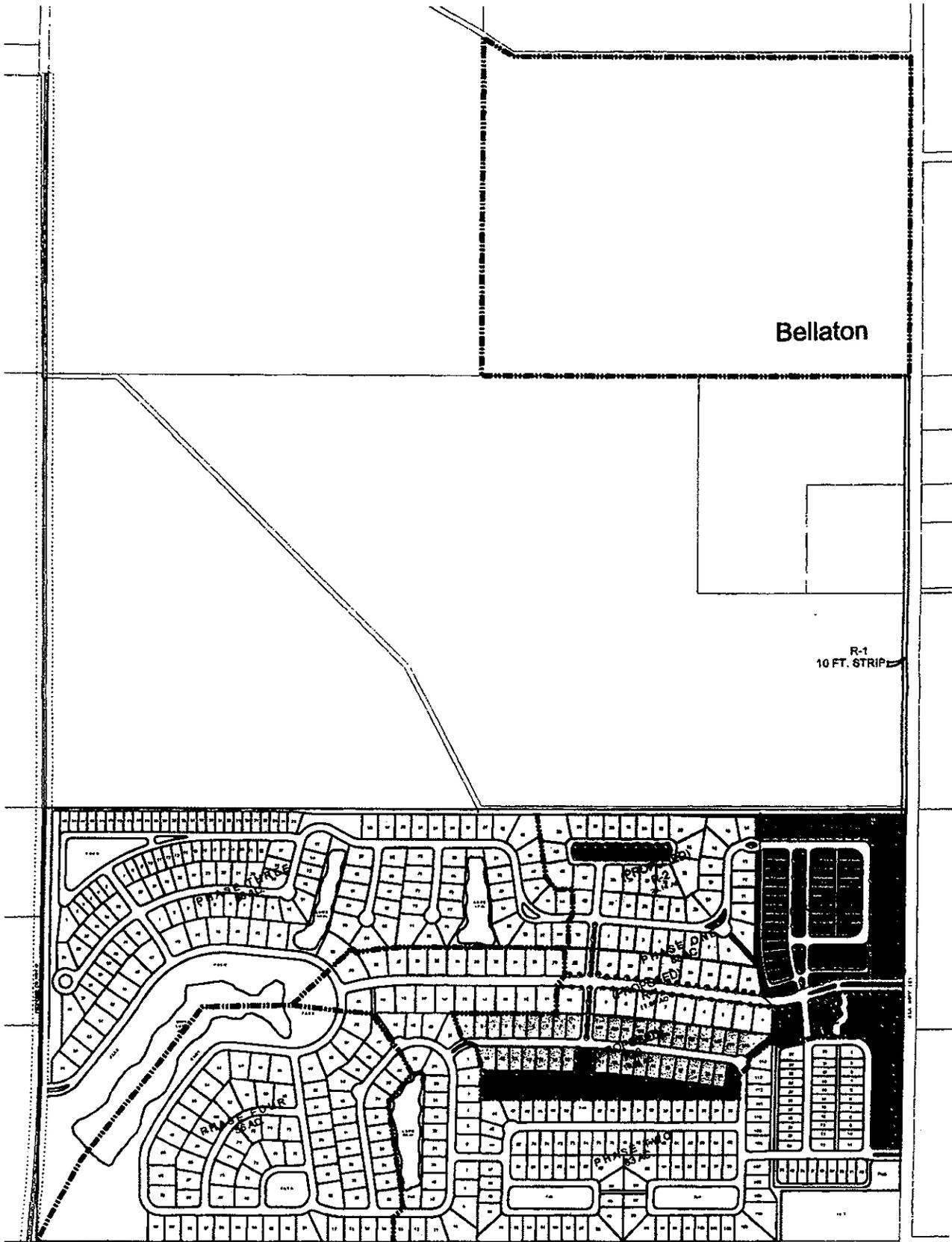
3/8" CAPPED IRON PIN MARKER
PLACED (CA-0568) 40' WEST OF
CENTRELINE OF PAVEMENT

N89°30'17"W
10.00'

27 | 26
- 0 -
34 | 35

ENGINEERING DEVELOPMENT SERVICES, LLC
Engineering • Planning • Surveying • Construction Management
2744 Pelham Road • Daphne, Alabama 36528
724.255.1222 • Fax 724.255.1222
©2011 EDS • All Rights Reserved

NOVEMBER 17, 2005



Bellaton

R-1
10 FT. STRIP



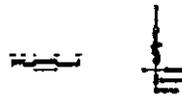
OPEN SPACE SUMMARY

Lawns 4.6 AC
 Parks 9.8 ac
 Ballpark, etc. 1.7 ac
 Open Space 16.1 ac

ZONING SUMMARY

R-1	19 Units	41,087 sq. ft.
R-2	44 Units	28,344 sq. ft.
R-3	88 Units	54,816 sq. ft.
D-1	8,000 sq. ft.	
TOTAL	159 Units	124,247 sq. ft.

OLDFIELD
 PHASE ONE
 FOR
 MIKE McLAUGHLIN



quid
annuatioo oiaabio

ORDINANCE NO. 2006- 19

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

**JULIO CORTE, JR.
OLDFIELD
11.66 ACRES**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
DAPHNE, ALABAMA, AS FOLLOWS:**

WHEREAS, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

WHEREAS, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

WHEREAS, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne on January 26, 2006 and a affirmative recommendation was **approved** for the City Council to consider said request for annexation and said property **shall be zoned R-1, Low Density Single Family Residential, zone**; and,

WHEREAS, after proper publication, a public hearing was held by the City Council on March 6, 2006 concerning the petition for annexation; and,

WHEREAS, the City Council of the City of Daphne, Alabama has determined that it is in the best interest of said City that the property described in Section 2 hereof be annexed to the corporate limits of the City of Daphne, and that all the requirements of Sections 11-42-21 through 11-42-24, Code of Alabama, 1975, as amended have been complied with by said Petitioner.

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

SECTION 1: CONSENT TO ANNEXATION. The City Council of the City of Daphne, Alabama does by this Ordinance assent to the annexation of the property described in Section 2 of this Ordinance to the corporate limits of the City of Daphne, Alabama, and does by the adoption of this Ordinance, extend and rearrange said corporate limits to embrace and include such property.

SECTION 2: THE PROPERTY. That property requested to be annexed into the City of Daphne is described in Exhibit "A", attached hereto and made a part of this Ordinance as if fully set out herein.

EXHIBIT AA@

LEGAL DESCRIPTION:

DESCRIPTION TO ACCOMPANY SKETCH OF 11.66 ACRES TO-WIT:

COMMENCE AT A RAILROAD SPIKE MARKER AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN, AND RUN THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 886.30 FEET; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 07 SECONDS WEST, A DISTANCE OF 942.34 FEET FOR A POINT OF BEGINNING: RUN THENCE SOUTH 05 DEGREES 28 MINUTES 09 SECONDS EAST, A DISTANCE OF 174.69 FEET; THENCE RUN SOUTH 47 DEGREES 45 MINUTES 52 SECONDS EAST, A DISTANCE OF 95.68 FEET; THENCE RUN SOUTH 01 DEGREES 33 MINUTES 25 SECONDS WEST, A DISTANCE OF 175.51 FEET; THENCE RUN NORTH 82 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 555.72 FEET; THENCE RUN NORTHWESTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7350.00 FEET, AN ARC DISTANCE OF 711.34 FEET, (CHORD BEARS NORTH 84 DEGREES 56 MINUTES 20 SECONDS WEST, 711.06 FEET); THENCE RUN NORTH 88 DEGREES 26 MINUTES 17 SECONDS WEST, A DISTANCE OF 63.54 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 48 SECONDS EAST, A DISTANCE OF 170.56 FEET; THENCE RUN NORTH 38 DEGREES 39 MINUTES 29 SECONDS EAST, A DISTANCE OF 74.86 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 48 SECONDS EAST, A DISTANCE OF 170.05 FEET; THENCE RUN SOUTH 87 DEGREES 49 MINUTES 57 SECONDS EAST, A DISTANCE OF 24.81 FEET; THENCE RUN SOUTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 7750.00 FEET, AN ARC DISTANCE OF 754.04 FEET, (CHORD BEARS SOUTH 84 DEGREES 57 MINUTES 13 SECONDS EAST, 753.74 FEET); THENCE RUN SOUTH 82 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 417.38 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 11.66 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION 3: MAP OF PROPERTY. The property hereby annexed to the City of Daphne, Alabama, is set forth and described in Exhibit "B" and attached hereto a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this Ordinance.

SECTION 4: PUBLICATION. This Ordinance shall be published as required by Section 11-42-21, Code of Alabama, 1975, as amended, and the property described herein shall be annexed to the corporate limits of the City of Daphne, Alabama, upon such publication.

SECTION 5: PROBATE COURT. A description of the property described in this Ordinance shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Section 11-42-21, Code of Alabama, 1975, as amended.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this _____ day of _____ 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

Julio Corte, Jr.
ANNEXATION OF 11.66 ACRES
AS R-1 SINGLE FAMILY

EXHIBIT "A"

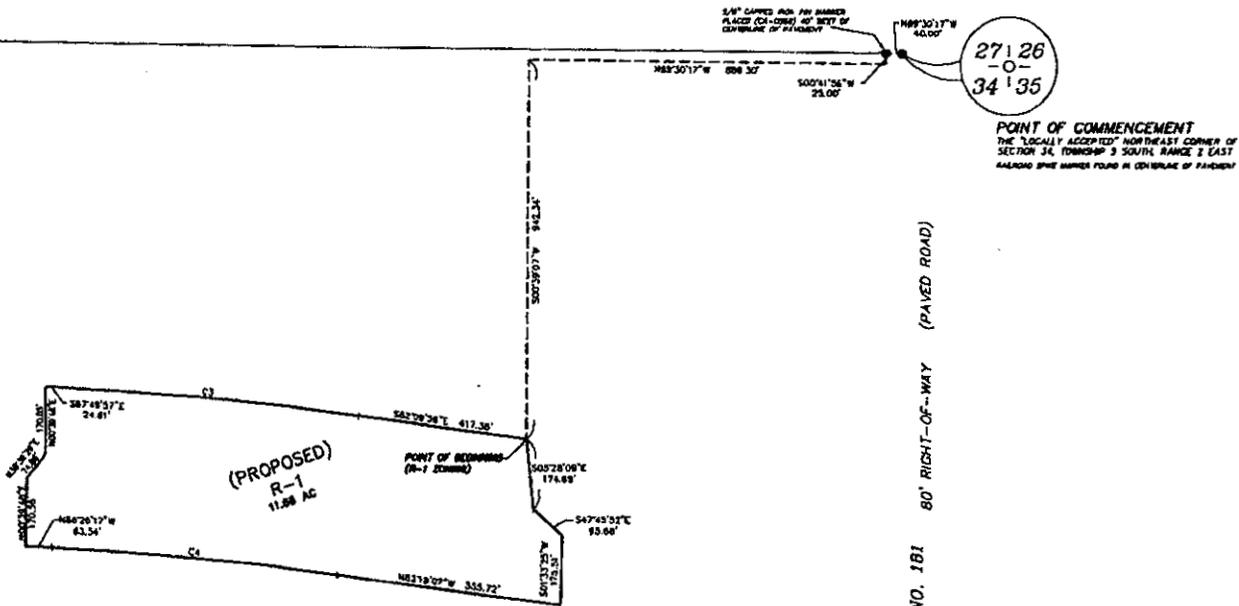
DESCRIPTION TO ACCOMPANY SKETCH OF 11.66 ACRES TO-WIT:

COMMENCE AT A RAILROAD SPIKE MARKER AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN, AND RUN THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 886.30 FEET; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 07 SECONDS WEST, A DISTANCE OF 942.34 FEET FOR A POINT OF BEGINNING; RUN THENCE SOUTH 05 DEGREES 28 MINUTES 09 SECONDS EAST, A DISTANCE OF 174.69 FEET; THENCE RUN SOUTH 47 DEGREES 45 MINUTES 52 SECONDS EAST, A DISTANCE OF 95.68 FEET; THENCE RUN SOUTH 01 DEGREES 33 MINUTES 25 SECONDS WEST, A DISTANCE OF 175.51 FEET; THENCE RUN NORTH 82 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 555.72 FEET; THENCE RUN NORTHWESTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7350.00 FEET, AN ARC DISTANCE OF 711.34 FEET, (CHORD BEARS NORTH 84 DEGREES 56 MINUTES 20 SECONDS WEST, 711.06 FEET); THENCE RUN NORTH 88 DEGREES 26 MINUTES 17 SECONDS WEST, A DISTANCE OF 63.54 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 48 SECONDS EAST, A DISTANCE OF 170.56 FEET; THENCE RUN NORTH 38 DEGREES 39 MINUTES 29 SECONDS EAST, A DISTANCE OF 74.86 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 48 SECONDS EAST, A DISTANCE OF 170.05 FEET; THENCE RUN SOUTH 87 DEGREES 49 MINUTES 57 SECONDS EAST, A DISTANCE OF 24.81 FEET; THENCE RUN SOUTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 7750.00 FEET, AN ARC DISTANCE OF 754.04 FEET, (CHORD BEARS SOUTH 84 DEGREES 57 MINUTES 13 SECONDS EAST, 753.74 FEET); THENCE RUN SOUTH 82 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 417.38 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 11.66 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

REFERENCE PROJECT: OLDFIELD

P:\050740E\Annexation\DESC TO ACCOMPANY SKETCH OF 11.66 AC-R1.doc

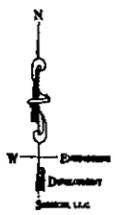
CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BRG.
C1	140.54'	400.00'	71.00'	138.82'	S80°34'09"W
C2	223.09'	467.72'	113.71'	220.88'	N84°10'09"E
C3	754.04'	7750.00'	377.52'	753.74'	N84°57'13"W
C4	711.34'	7350.00'	359.95'	711.06'	N84°58'20"W
C5	52.86'	50.00'	29.20'	50.43'	N05°17'04"E



271.26
-0-
34.35

POINT OF COMMENCEMENT
THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF
SECTION 34, TOWNSHIP 3 SOUTH, RANGE 2 EAST
MARKED BY THE MARKER FOUND IN CENTERLINE OF PAVEMENT

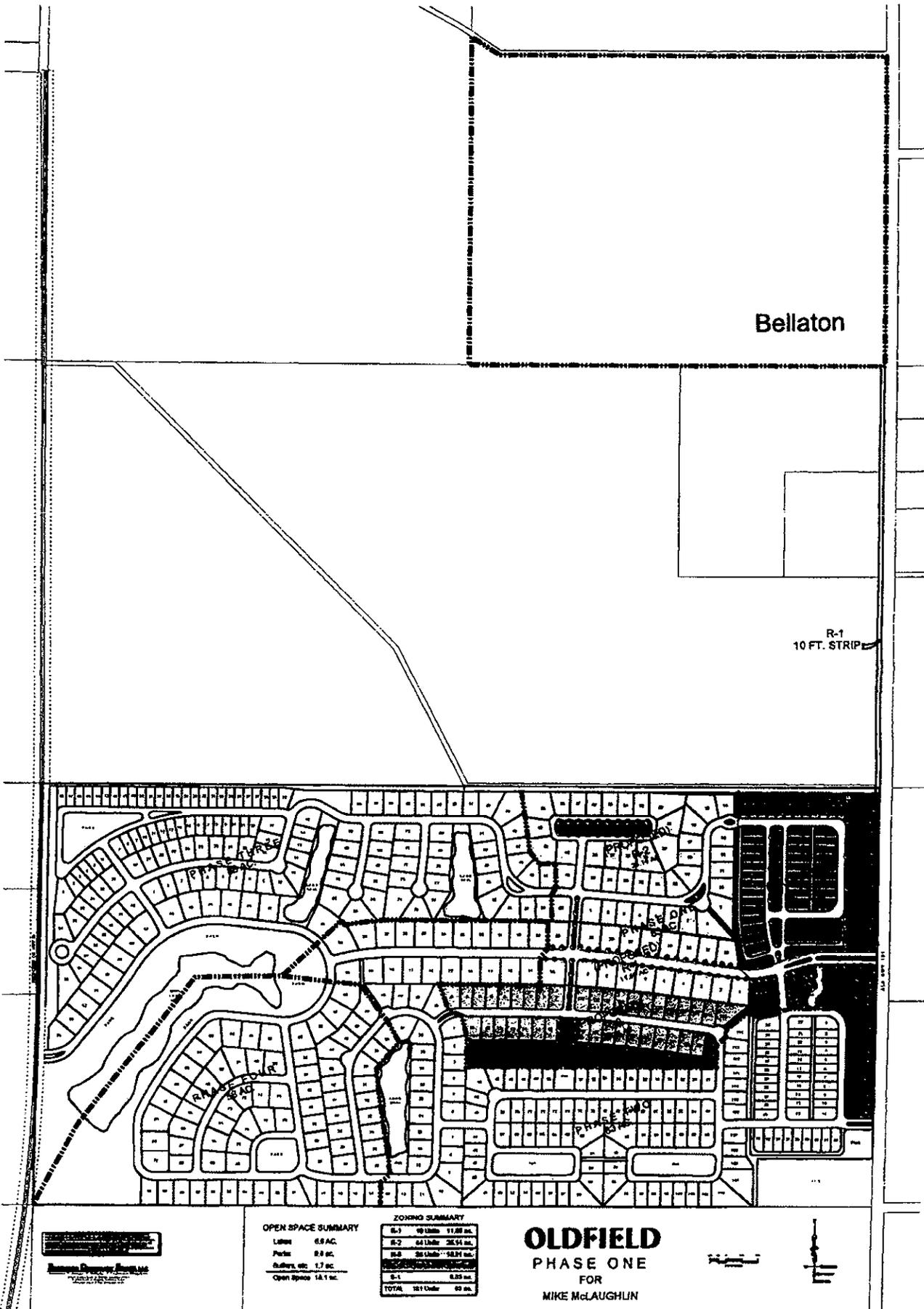
ALABAMA STATE HIGHWAY NO. 181
80' RIGHT-OF-WAY (PAVED ROAD)



JULIO CORTE, JR.
ANNEXATION OF 11.66 AC.
AS R-1 SINGLE FAMILY
EXHIBIT "B"

OLDFIELD
 (FORMERLY KNOWN AS COTTONWOOD)

ENCLOSURE DEVELOPMENT SERVICES, LLC
 Engineering • Planning • Surveying • Construction Management
 1000 Lakeshore Blvd. • Daphne, Alabama 36626
 P.O. Box 588 • Gulf Shores, Alabama 36530
 251-938-8888 • Fax: 251-938-8888



Bellaton

R-1
10 FT. STRIP

OPEN SPACE SUMMARY

Lanes 6.6 AC.
 Parks 8.8 AC.
 Buffers, etc. 1.7 AC.
 Open Space 18.1 AC.

ZONING SUMMARY

R-1	49 Lots	11.89 AC.
R-2	64 Lots	26.94 AC.
R-3	28 Lots	18.24 AC.
R-4	10 Lots	4.00 AC.
R-5	10 Lots	4.00 AC.
TOTAL	161 Lots	64.87 AC.

OLDFIELD

PHASE ONE

FOR

MIKE McLAUGHLIN

Specio
 annotation 01/26/06

ORDINANCE NO. 2006-21

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

**Julio Corte Jr.
ANNEXATION OF 21.27 ACRES
OLDFIELD**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
DAPHNE, ALABAMA, AS FOLLOWS:**

WHEREAS, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

WHEREAS, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

WHEREAS, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne on January 26, 2006 and a affirmative recommendation was **approved** for the City Council to consider said request for annexation and said property **shall be zoned R-4, High Density Single Family Residential, zone**; and,

WHEREAS, after proper publication, a public hearing was held by the City Council on March 6, 2006 concerning the petition for annexation; and,

WHEREAS, the City Council of the City of Daphne, Alabama has determined that it is in the best interest of said City that the property described in Section 2 hereof be annexed to the corporate limits of the City of Daphne, and that all the requirements of Sections 11-42-21 through 11-42-24, Code of Alabama, 1975, as amended have been complied with by said Petitioner.

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

SECTION 1: CONSENT TO ANNEXATION. The City Council of the City of Daphne, Alabama does by this Ordinance assent to the annexation of the property described in Section 2 of this Ordinance to the corporate limits of the City of Daphne, Alabama, and does by the adoption of this Ordinance, extend and rearrange said corporate limits to embrace and include such property.

SECTION 2: THE PROPERTY. That property requested to be annexed into the City of Daphne is described in Exhibit "A", attached hereto and made a part of this Ordinance as if fully set out herein.

EXHIBIT AA@**LEGAL DESCRIPTION:****DESCRIPTION TO ACCOMPANY SKETCH OF 21.27 ACRES TO-WIT:**

COMMENCE AT A RAILROAD SPIKE MARKER AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN, AND RUN THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 25.00 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1008.66 FEET; THENCE RUN NORTH 89 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 345.36 FEET; THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 140.54 FEET, (CHORD BEARS SOUTH 80 DEGREES 34 MINUTES 09 SECONDS WEST, 139.82 FEET); THENCE RUN SOUTH 70 DEGREES 30 MINUTES 13 SECONDS WEST, A DISTANCE OF 174.96 FEET; THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.72 FEET, AN ARC DISTANCE OF 223.09 FEET, (CHORD BEARS SOUTH 84 DEGREES 10 MINUTES 09 SECONDS WEST, 220.98 FEET); THENCE RUN NORTH 05 DEGREES 28 MINUTES 09 SECONDS WEST, A DISTANCE OF 174.69 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 942.34 FEET; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 886.30 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 21.27 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION 3: MAP OF PROPERTY. The property hereby annexed to the City of Daphne, Alabama, is set forth and described in Exhibit "B" and attached hereto a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this Ordinance.

SECTION 4: PUBLICATION. This Ordinance shall be published as required by Section 11-42-21, Code of Alabama, 1975, as amended, and the property described herein shall be annexed to the corporate limits of the City of Daphne, Alabama, upon such publication.

SECTION 5: PROBATE COURT. A description of the property described in this Ordinance shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Section 11-42-21, Code of Alabama, 1975, as amended.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this _____ day of _____ 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

Julio Corte, Jr.
ANNEXATION OF 21.27 ACRES
AS R-4 SINGLE FAMILY

EXHIBIT "A"

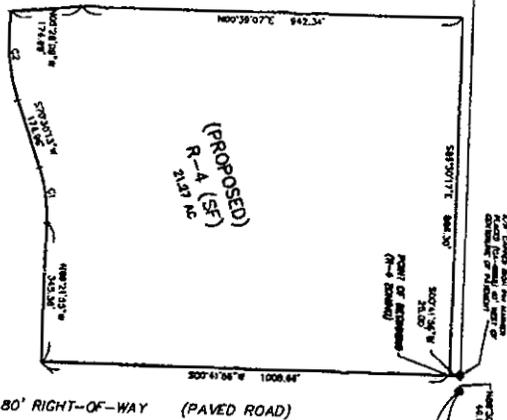
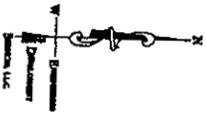
DESCRIPTION TO ACCOMPANY SKETCH OF 21.27 ACRES TO-WIT:

COMMENCE AT A RAILROAD SPIKE MARKER AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN, AND RUN THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 25.00 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1008.66 FEET; THENCE RUN NORTH 89 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 345.36 FEET; THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 140.54 FEET, (CHORD BEARS SOUTH 80 DEGREES 34 MINUTES 09 SECONDS WEST, 139.82 FEET); THENCE RUN SOUTH 70 DEGREES 30 MINUTES 13 SECONDS WEST, A DISTANCE OF 174.96 FEET; THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.72 FEET, AN ARC DISTANCE OF 223.09 FEET, (CHORD BEARS SOUTH 84 DEGREES 10 MINUTES 09 SECONDS WEST, 220.98 FEET); THENCE RUN NORTH 05 DEGREES 28 MINUTES 09 SECONDS WEST, A DISTANCE OF 174.69 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 942.34 FEET; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 886.30 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 21.27 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

REFERENCE PROJECT: OLDFIELD

P:\050740E\Annexation\DESC TO ACCOMPANY SKETCH OF 21.27 AC-R4.doc

CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEG.	CHORD END
C1	140.24'	400.00'	71.00'	138.00'	8203.40' N	8203.40' N
C2	223.09'	487.72'	113.71'	220.00'	8883.00' N	8883.00' N
C3	724.04'	7750.00'	377.32'	733.74'	8843.27' N	8843.27' N
C4	711.34'	7750.00'	355.95'	711.00'	8843.26' W	8843.26' W
C5	54.08'	50.00'	28.20'	50.43'	8057.04' E	8057.04' E



JULIO CORTE, JR.
ANNEXATION OF 21.27 AC.
AS R-4 SINGLE FAMILY
EXHIBIT "B"

OLDFIELD
 (FORMERLY KNOWN AS COTTONWOOD)

Engineering & Development Services, LLC
 10000 Highway 181, Suite 100
 Birmingham, AL 35243
 Phone: (205) 991-1111
 Fax: (205) 991-1112
 Website: www.edsllc.com

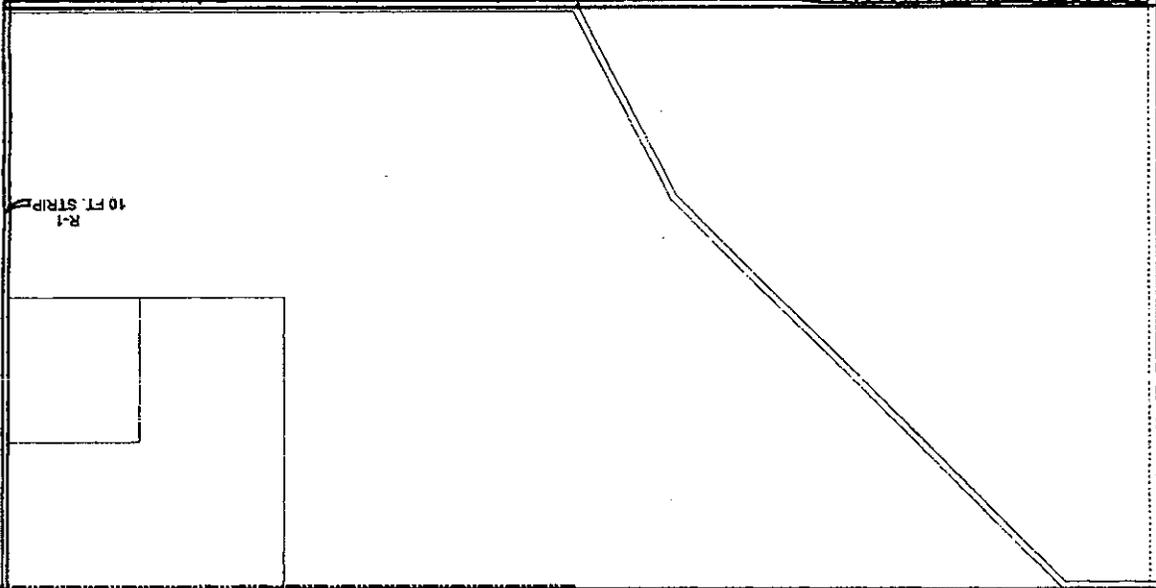
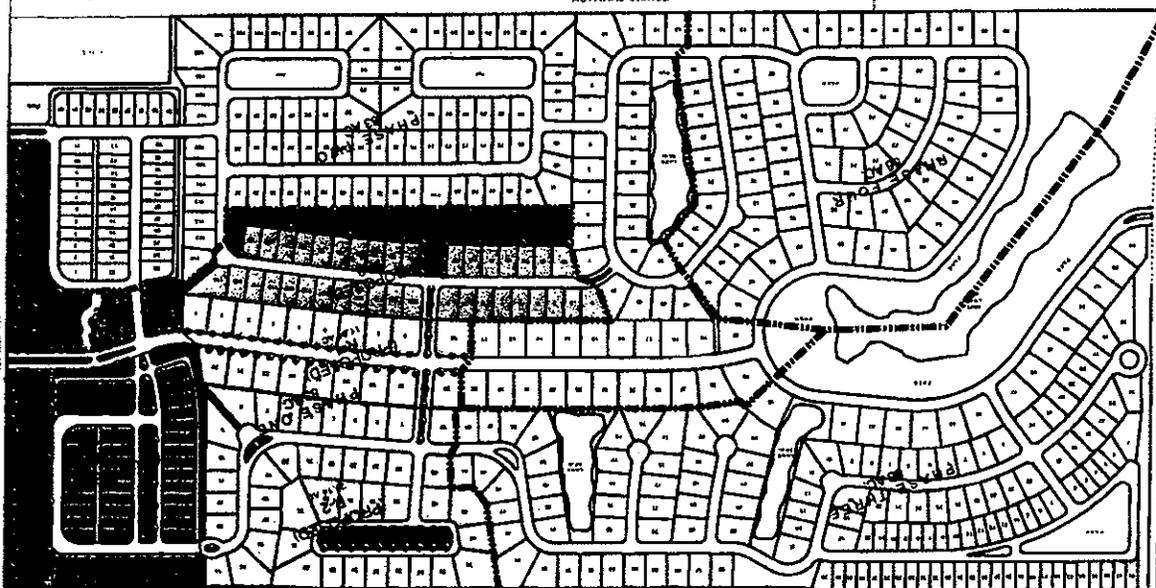
NOVEMBER 17, 2005

Mike McLaughlin
Phase

OLDFIELD PHASE ONE FOR MIKE McLAUGHLIN

ZONING SUMMARY	
R-1	18.00%
R-2	12.00%
R-3	12.00%
R-4	12.00%
R-5	12.00%
R-6	12.00%
R-7	12.00%
R-8	12.00%
R-9	12.00%
R-10	12.00%
R-11	12.00%
R-12	12.00%
R-13	12.00%
R-14	12.00%
R-15	12.00%
R-16	12.00%
R-17	12.00%
R-18	12.00%
R-19	12.00%
R-20	12.00%
R-21	12.00%
R-22	12.00%
R-23	12.00%
R-24	12.00%
R-25	12.00%
R-26	12.00%
R-27	12.00%
R-28	12.00%
R-29	12.00%
R-30	12.00%
R-31	12.00%
R-32	12.00%
R-33	12.00%
R-34	12.00%
R-35	12.00%
R-36	12.00%
R-37	12.00%
R-38	12.00%
R-39	12.00%
R-40	12.00%
R-41	12.00%
R-42	12.00%
R-43	12.00%
R-44	12.00%
R-45	12.00%
R-46	12.00%
R-47	12.00%
R-48	12.00%
R-49	12.00%
R-50	12.00%

OPEN SPACE SUMMARY	
Open Space	12.1%
Water	1.7%
Other	0.2%
Total	14.0%



Bellaton

10 FT. STRIP
R-1

ORDINANCE NO. 2006-22

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

**JULIO CORTE, JR.
ANNEXATION OF 18.91 ACRES
OLDFIELD**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
DAPHNE, ALABAMA, AS FOLLOWS:**

WHEREAS, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

WHEREAS, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

WHEREAS, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne on January 26, 2006 and a affirmative recommendation was **approved** for the City Council to consider said request for annexation and said property **shall be zoned R-3, High Density Single Family Residential, zone**; and,

WHEREAS, after proper publication, a public hearing was held by the City Council on March 6, 2006 concerning the petition for annexation; and,

WHEREAS, the City Council of the City of Daphne, Alabama has determined that it is in the best interest of said City that the property described in Section 2 hereof be annexed to the corporate limits of the City of Daphne, and that all the requirements of Sections 11-42-21 through 11-42-24, Code of Alabama, 1975, as amended have been complied with by said Petitioner.

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

SECTION 1: CONSENT TO ANNEXATION. The City Council of the City of Daphne, Alabama does by this Ordinance assent to the annexation of the property described in Section 2 of this Ordinance to the corporate limits of the City of Daphne, Alabama, and does by the adoption of this Ordinance, extend and rearrange said corporate limits to embrace and include such property.

SECTION 2: THE PROPERTY. That property requested to be annexed into the City of Daphne is described in Exhibit "A", attached hereto and made a part of this Ordinance as if fully set out herein.

EXHIBIT AA@

LEGAL DESCRIPTION:

DESCRIPTION TO ACCOMPANY SKETCH OF 18.91 ACRES TO-WIT:

COMMENCE AT A RAILROAD SPIKE MARKER AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN, AND RUN THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1384.21 FEET; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, A DISTANCE OF 537.27 FEET; THENCE RUN SOUTH 85 DEGREES 33 MINUTES 41 SECONDS WEST, A DISTANCE OF 262.08 FEET FOR A POINT OF BEGINNING; THENCE RUN SOUTH 52 DEGREES 13 MINUTES 55 SECONDS WEST, A DISTANCE OF 185.08 FEET; THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 52.86 FEET, (CHORD BEARS SOUTH 05 DEGREES 17 MINUTES 04 SECONDS WEST, 50.43 FEET); THENCE RUN SOUTH 48 DEGREES 23 MINUTES 32 SECONDS WEST, A DISTANCE OF 68.97 FEET; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 140.90 FEET; THENCE RUN NORTH 89 DEGREES 41 MINUTES 03 SECONDS WEST, A DISTANCE OF 1575.84 FEET; THENCE RUN NORTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, A DISTANCE OF 169.87 FEET; THENCE RUN NORTH 13 DEGREES 17 MINUTES 25 SECONDS WEST, A DISTANCE OF 154.56 FEET; THENCE RUN NORTH 65 DEGREES 03 MINUTES 18 SECONDS WEST, A DISTANCE OF 93.92 FEET; THENCE RUN NORTH 20 DEGREES 20 MINUTES 42 SECONDS WEST, A DISTANCE OF 172.87 FEET; THENCE RUN SOUTH 89 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 510.03 FEET; THENCE RUN SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST, A DISTANCE OF 188.56 FEET; THENCE RUN SOUTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 7350.00 FEET, AN ARC DISTANCE OF 711.34 FEET, (CHORD BEARS SOUTH 84 DEGREES 56 MINUTES 20 SECONDS EAST, 711.06 FEET); THENCE RUN SOUTH 82 DEGREES 19 MINUTES 07 SECONDS EAST, A DISTANCE OF 555.72 FEET; THENCE RUN SOUTH 01 DEGREES 33 MINUTES 25 SECONDS WEST, A DISTANCE OF 32.32 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 18.91 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION 3: MAP OF PROPERTY. The property hereby annexed to the City of Daphne, Alabama, is set forth and described in Exhibit "B" and attached hereto a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this Ordinance.

SECTION 4: PUBLICATION. This Ordinance shall be published as required by Section 11-42-21, Code of Alabama, 1975, as amended, and the property described herein shall be annexed to the corporate limits of the City of Daphne, Alabama, upon such publication.

SECTION 5: PROBATE COURT. A description of the property described in this Ordinance shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Section 11-42-21, Code of Alabama, 1975, as amended.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this _____ day of _____ 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

Julio Corte, Jr.
ANNEXATION OF 18.91 ACRES
AS R-3 SINGLE FAMILY

EXHIBIT "A"

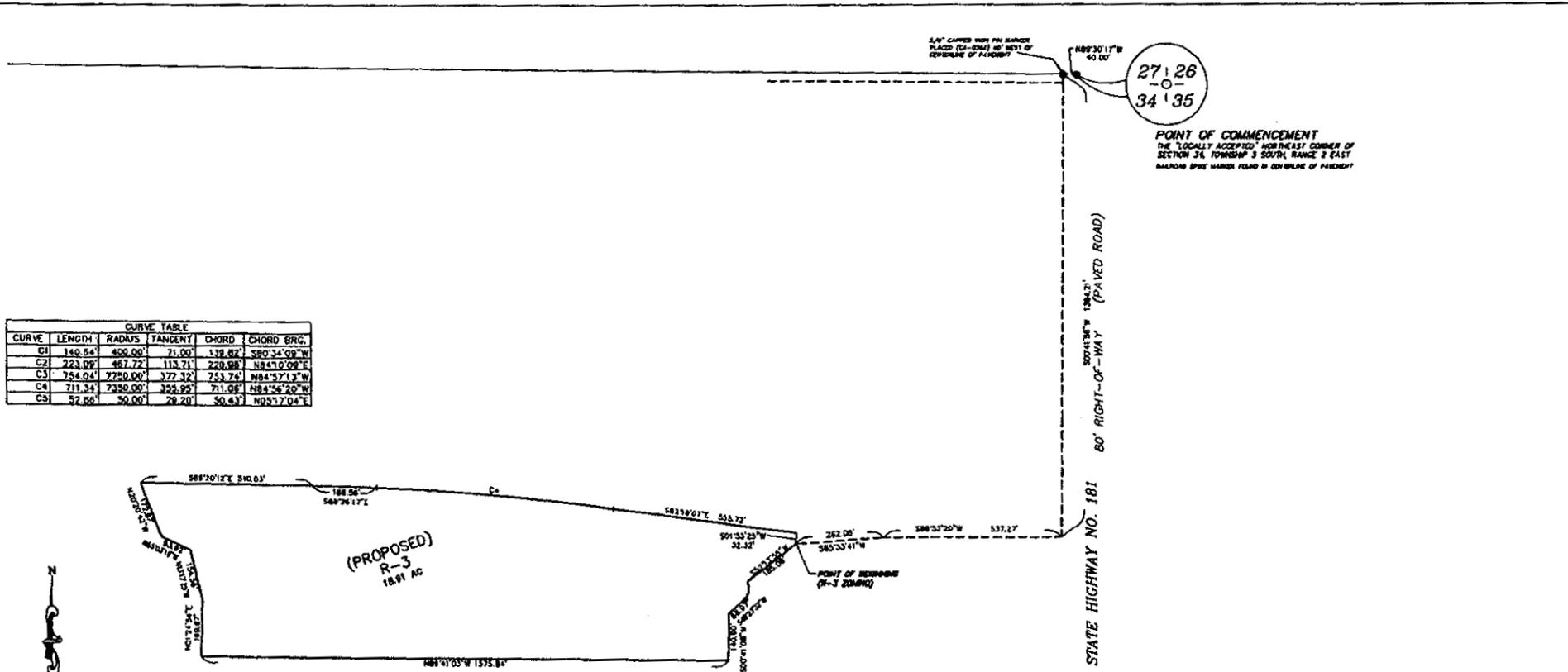
DESCRIPTION TO ACCOMPANY SKETCH OF 18.91 ACRES TO-WIT:

COMMENCE AT A RAILROAD SPIKE MARKER AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN, AND RUN THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1384.21 FEET; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, A DISTANCE OF 537.27 FEET; THENCE RUN SOUTH 85 DEGREES 33 MINUTES 41 SECONDS WEST, A DISTANCE OF 262.08 FEET FOR A POINT OF BEGINNING; THENCE RUN SOUTH 52 DEGREES 13 MINUTES 55 SECONDS WEST, A DISTANCE OF 185.08 FEET; THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 52.86 FEET, (CHORD BEARS SOUTH 05 DEGREES 17 MINUTES 04 SECONDS WEST, 50.43 FEET); THENCE RUN SOUTH 48 DEGREES 23 MINUTES 32 SECONDS WEST, A DISTANCE OF 68.97 FEET; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 140.90 FEET; THENCE RUN NORTH 89 DEGREES 41 MINUTES 03 SECONDS WEST, A DISTANCE OF 1575.84 FEET; THENCE RUN NORTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, A DISTANCE OF 169.87 FEET; THENCE RUN NORTH 13 DEGREES 17 MINUTES 25 SECONDS WEST, A DISTANCE OF 154.56 FEET; THENCE RUN NORTH 65 DEGREES 03 MINUTES 18 SECONDS WEST, A DISTANCE OF 93.92 FEET; THENCE RUN NORTH 20 DEGREES 20 MINUTES 42 SECONDS WEST, A DISTANCE OF 172.87 FEET; THENCE RUN SOUTH 89 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 510.03 FEET; THENCE RUN SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST, A DISTANCE OF 188.56 FEET; THENCE RUN SOUTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 7350.00 FEET, AN ARC DISTANCE OF 711.34 FEET, (CHORD BEARS SOUTH 84 DEGREES 56 MINUTES 20 SECONDS EAST, 711.06 FEET); THENCE RUN SOUTH 82 DEGREES 19 MINUTES 07 SECONDS EAST, A DISTANCE OF 555.72 FEET; THENCE RUN SOUTH 01 DEGREES 33 MINUTES 25 SECONDS WEST, A DISTANCE OF 32.32 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 18.91 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

REFERNCE PROJECT: OLDFIELD

P:\050740E\Annexation\DESC TO ACCOMPANY SKETCH OF 18.91 AC-R3.doc

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	CHORD
C1	140.54'	400.00'	71.00'	138.82'
C2	223.09'	467.72'	113.71'	220.88'
C3	754.04'	7750.00'	377.32'	753.74'
C4	711.34'	7330.00'	358.99'	711.08'
C5	57.86'	50.00'	29.20'	50.43'



JULIO CORTE, JR.
ANNEXATION OF 18.91 AC.
AS R-3 SINGLE FAMILY
EXHIBIT "B"

OLDFIELD
 (FORMERLY KNOWN AS COTTONWOOD)

ENGINEERING DEVELOPMENT SERVICES, LLC
 ENGINEERING • SURVEYING • DESIGN • CONSTRUCTION MANAGEMENT
 1000 Highway 101, Suite 100, Daphne, AL 36526
 251-261-1111 • FAX 251-261-1112

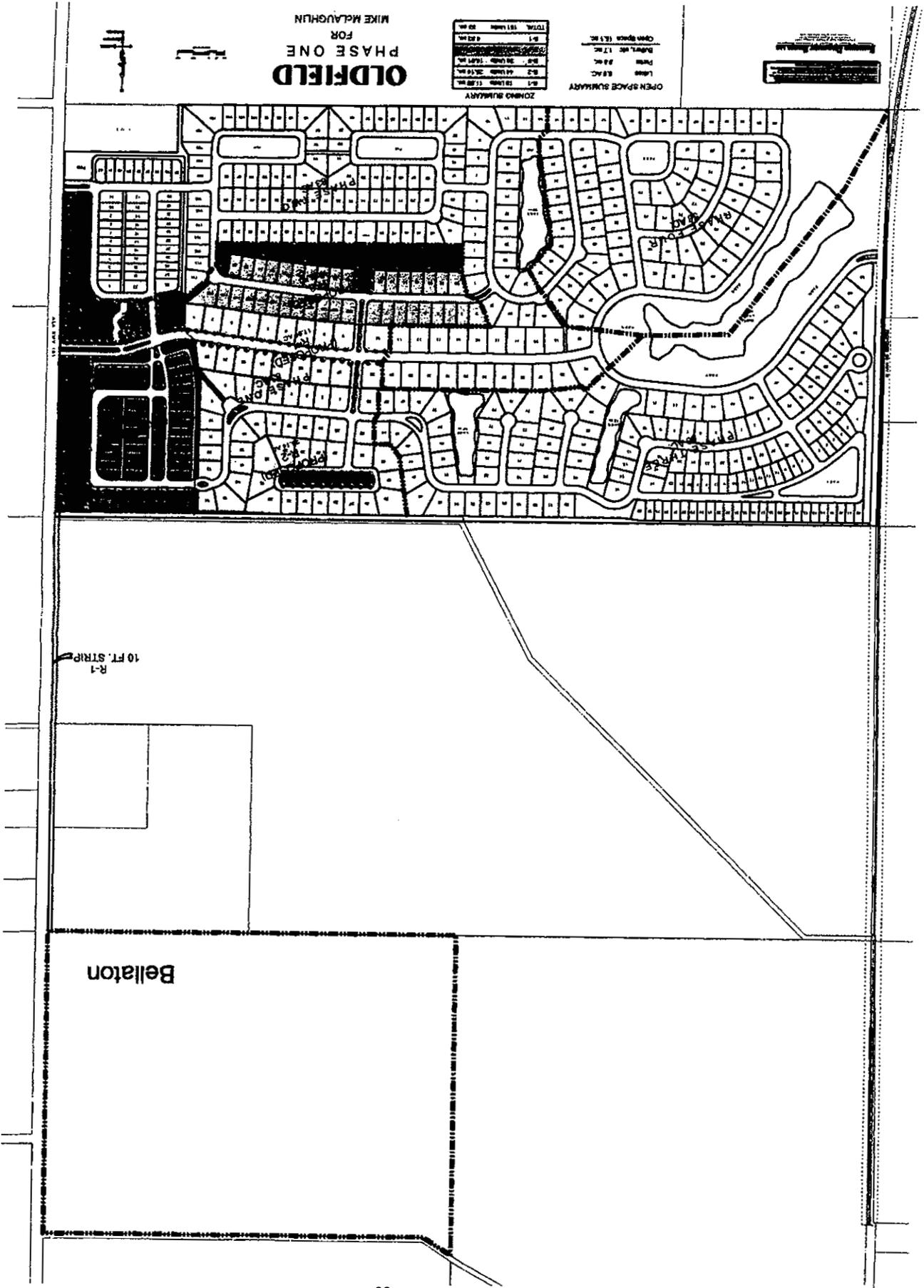
NOVEMBER 17, 2005

amunation olarlor
fuso

OLDFIELD PHASE ONE FOR MIKE McLAUGHUN

TOTAL	181.10 AC
R-1	8.23 AC
R-2	17.10 AC
R-3	28.10 AC
R-4	44.10 AC
R-5	12.10 AC
R-6	11.20 AC
R-7	12.20 AC
R-8	12.20 AC
R-9	12.20 AC
R-10	12.20 AC
R-11	12.20 AC
R-12	12.20 AC
R-13	12.20 AC
R-14	12.20 AC
R-15	12.20 AC
R-16	12.20 AC
R-17	12.20 AC
R-18	12.20 AC
R-19	12.20 AC
R-20	12.20 AC
R-21	12.20 AC
R-22	12.20 AC
R-23	12.20 AC
R-24	12.20 AC
R-25	12.20 AC
R-26	12.20 AC
R-27	12.20 AC
R-28	12.20 AC
R-29	12.20 AC
R-30	12.20 AC
R-31	12.20 AC
R-32	12.20 AC
R-33	12.20 AC
R-34	12.20 AC
R-35	12.20 AC
R-36	12.20 AC
R-37	12.20 AC
R-38	12.20 AC
R-39	12.20 AC
R-40	12.20 AC
R-41	12.20 AC
R-42	12.20 AC
R-43	12.20 AC
R-44	12.20 AC
R-45	12.20 AC
R-46	12.20 AC
R-47	12.20 AC
R-48	12.20 AC
R-49	12.20 AC
R-50	12.20 AC
R-51	12.20 AC
R-52	12.20 AC
R-53	12.20 AC
R-54	12.20 AC
R-55	12.20 AC
R-56	12.20 AC
R-57	12.20 AC
R-58	12.20 AC
R-59	12.20 AC
R-60	12.20 AC
R-61	12.20 AC
R-62	12.20 AC
R-63	12.20 AC
R-64	12.20 AC
R-65	12.20 AC
R-66	12.20 AC
R-67	12.20 AC
R-68	12.20 AC
R-69	12.20 AC
R-70	12.20 AC
R-71	12.20 AC
R-72	12.20 AC
R-73	12.20 AC
R-74	12.20 AC
R-75	12.20 AC
R-76	12.20 AC
R-77	12.20 AC
R-78	12.20 AC
R-79	12.20 AC
R-80	12.20 AC
R-81	12.20 AC
R-82	12.20 AC
R-83	12.20 AC
R-84	12.20 AC
R-85	12.20 AC
R-86	12.20 AC
R-87	12.20 AC
R-88	12.20 AC
R-89	12.20 AC
R-90	12.20 AC
R-91	12.20 AC
R-92	12.20 AC
R-93	12.20 AC
R-94	12.20 AC
R-95	12.20 AC
R-96	12.20 AC
R-97	12.20 AC
R-98	12.20 AC
R-99	12.20 AC
R-100	12.20 AC

OPEN SPACE SUMMARY
 LOTS 8.8 AC
 PARK 2.8 AC
 DRIVEWAY 1.7 AC
 OPEN SPACE 12.7 AC



Bellaton

R-1
10 FT. STRIP

ORDINANCE NO. 2006-23

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

**JULIO CORTE, JR.
ANNEXATION OF 25.14 ACRES
OLDFIELD**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
DAPHNE, ALABAMA, AS FOLLOWS:**

WHEREAS, the owners of the property described in Section 2 of this Ordinance have signed and filed a written petition with the City Clerk of the City of Daphne, Alabama, requesting that such property be annexed to the corporate limits of the City of Daphne, Alabama; and,

WHEREAS, all of such property is located and contained within an area contiguous to the corporate limits of the City of Daphne, Alabama and does not lie within the corporate limits or police jurisdiction of any other municipality; and,

WHEREAS, said petition contains an accurate description of the property or territory proposed to be annexed together with a map of said property showing its relationship to the corporate limits of the City of Daphne; and,

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne on January 26, 2006 and a affirmative recommendation was **approved** for the City Council to consider said request for annexation and said property **shall be zoned R-2, Medium Density Single Family Residential, zone**; and,

WHEREAS, after proper publication, a public hearing was held by the City Council on March 6, 2006 concerning the petition for annexation; and,

WHEREAS, the City Council of the City of Daphne, Alabama has determined that it is in the best interest of said City that the property described in Section 2 hereof be annexed to the corporate limits of the City of Daphne, and that all the requirements of Sections 11-42-21 through 11-42-24, Code of Alabama, 1975, as amended have been complied with by said Petitioner.

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

SECTION 1: CONSENT TO ANNEXATION. The City Council of the City of Daphne, Alabama does by this Ordinance assent to the annexation of the property described in Section 2 of this Ordinance to the corporate limits of the City of Daphne, Alabama, and does by the adoption of this Ordinance, extend and rearrange said corporate limits to embrace and include such property.

SECTION 2: THE PROPERTY. That property requested to be annexed into the City of Daphne is described in Exhibit "A", attached hereto and made a part of this Ordinance as if fully set out herein.

EXHIBIT AA@

LEGAL DESCRIPTION:

DESCRIPTION TO ACCOMPANY SKETCH OF 25.14 ACRES TO-WIT:

COMMENCE AT A RAILROAD SPIKE MARKER AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN, AND RUN THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 886.30 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 1373.33 FEET; THENCE RUN SOUTH 08 DEGREES 24 MINUTES 17 SECONDS EAST, A DISTANCE OF 397.33 FEET; THENCE RUN SOUTH 38 DEGREES 17 MINUTES 06 SECONDS EAST, A DISTANCE OF 99.73 FEET; THENCE RUN NORTH 88 DEGREES 25 MINUTES 11 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 01 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 150.36 FEET; THENCE RUN SOUTH 29 DEGREES 48 MINUTES 18 SECONDS WEST, A DISTANCE OF 58.44 FEET; THENCE RUN SOUTH 01 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 161.39 FEET; THENCE RUN SOUTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 7750.00 FEET, AN ARC DISTANCE OF 754.04 FEET, (CHORD BEARS SOUTH 84 DEGREES 57 MINUTES 13 SECONDS EAST, 753.74 FEET); THENCE RUN SOUTH 82 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 417.38 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 942.34 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 25.14 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 34 , TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION 3: MAP OF PROPERTY. The property hereby annexed to the City of Daphne, Alabama, is set forth and described in Exhibit "B" and attached hereto a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this Ordinance.

SECTION 4: PUBLICATION. This Ordinance shall be published as required by Section 11-42-21, Code of Alabama, 1975, as amended, and the property described herein shall be annexed to the corporate limits of the City of Daphne, Alabama, upon such publication.

SECTION 5: PROBATE COURT. A description of the property described in this Ordinance shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Section 11-42-21, Code of Alabama, 1975, as amended.

ADOPTED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this _____ day of _____ 2006.

Greg Burnam
Council President
Date & Time Signed: _____

Fred Small
Mayor
Date & Time Signed: _____

ATTEST:

David L. Cohen
City Clerk, MMC

Julio Corte, Jr.
ANNEXATION OF 25.14 ACRES
AS R-2 SINGLE FAMILY

EXHIBIT "A"

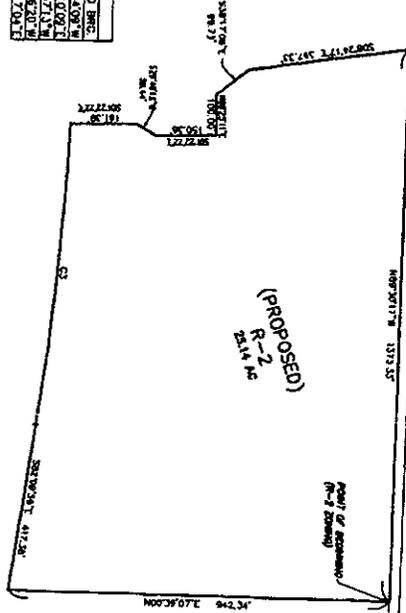
DESCRIPTION TO ACCOMPANY SKETCH OF 25.14 ACRES TO-WIT:

COMMENCE AT A RAILROAD SPIKE MARKER AT THE "LOCALLY ACCEPTED" NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN, AND RUN THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED IRON PIN MARKER ON THE WEST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 886.30 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 1373.33 FEET; THENCE RUN SOUTH 08 DEGREES 24 MINUTES 17 SECONDS EAST, A DISTANCE OF 397.33 FEET; THENCE RUN SOUTH 38 DEGREES 17 MINUTES 06 SECONDS EAST, A DISTANCE OF 99.73 FEET; THENCE RUN NORTH 88 DEGREES 25 MINUTES 11 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 01 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 150.36 FEET; THENCE RUN SOUTH 29 DEGREES 48 MINUTES 18 SECONDS WEST, A DISTANCE OF 58.44 FEET; THENCE RUN SOUTH 01 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 161.39 FEET; THENCE RUN SOUTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 7750.00 FEET, AN ARC DISTANCE OF 754.04 FEET, (CHORD BEARS SOUTH 84 DEGREES 57 MINUTES 13 SECONDS EAST, 753.74 FEET); THENCE RUN SOUTH 82 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 417.38 FEET; THENCE RUN NORTH 00 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 942.34 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 25.14 ACRES, MORE OR LESS, AND LIES IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

REFERENCE PROJECT: OLDFIELD

P:\050740E\Annexation\DESC TO ACCOMPANY SKETCH OF 25.14 AC-R2.doc

CHAIN	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEG.	CHORD END.
C1	23.42	484.00	71.00	130.82	500.1208 W	500.1208 W
C2	24.04	735.00	134.71	250.82	084.1702 E	084.1702 E
C3	711.34	2350.00	372.32	753.72	084.5771 W	084.5771 W
C4	32.90	50.00	28.83	50.53	108.2820 W	108.2820 W



1/4\"/>



ALABAMA STATE HIGHWAY NO. 181 80' RIGHT-OF-WAY (PAVED ROAD)

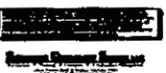
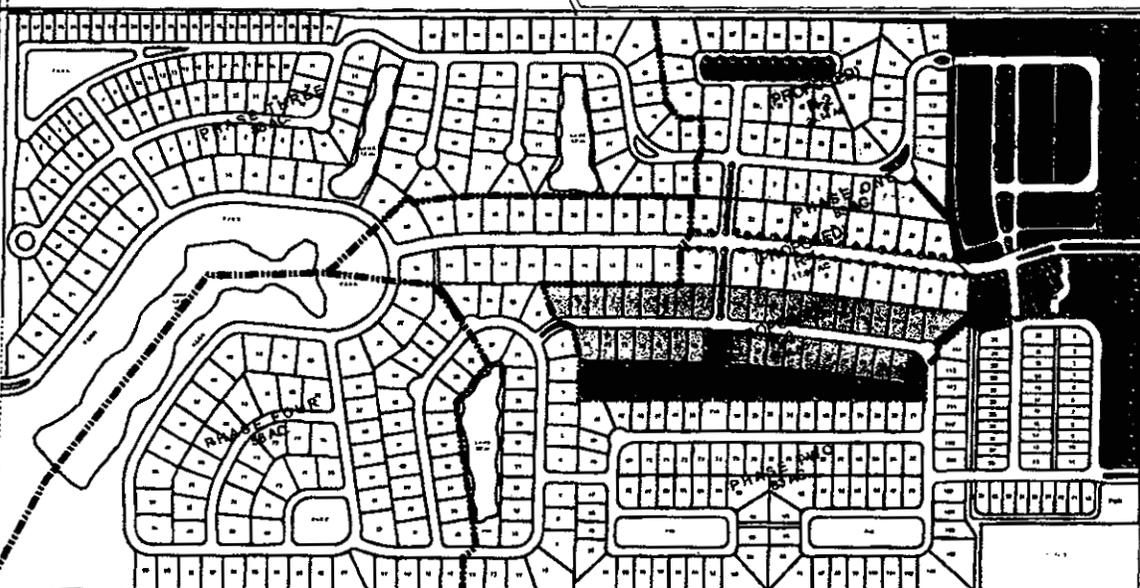
JULIO CORTE, JR.
ANNEXATION OF 25.14 AC.
AS R-2 SINGLE FAMILY
EXHIBIT "B"

OLDFIELD
 (FORMERLY KNOWN AS COTTONWOOD)

Engineering Department, Section 144
 Planning Department
 Daphne, Alabama, LLC

Bellaton

R-1
10 FT. STRIP



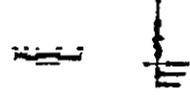
OPEN SPACE SUMMARY

Lake	8.8 AC.
Park	2.8 ac.
Streets, etc.	1.7 ac.
Open Space	18.1 ac.

ZONING SUMMARY

R-1	19 Units	11.49 ac.
R-2	44 Units	26.14 ac.
R-3	38 Units	14.37 ac.
G-1		0.03 ac.
TOTAL	101 Units	52 ac.

OLDFIELD
PHASE ONE
 FOR
MIKE McLAUGHLIN



Speco
annulation 01/24/06 74

**CITY OF DAPHNE
ORDINANCE NO: 2006- 28**

**AN ORDINANCE AUTHORIZING AN EXTENSION OF THE MORATORIUM
ON APPROVAL AND CONSTRUCTION OF BUILDINGS
IN EXCESS OF FIFTY (50) FEET AND/OR FOUR (4) STORIES IN HEIGHT**

WHEREAS, the City Council of the City of Daphne, Alabama desires to promote the health, welfare and safety of the citizens of the City of Daphne by exercising proper and appropriate land use management; and

WHEREAS, the City Council of the City of Daphne, Alabama has determined that in order to promote and maintain the health, welfare and safety of the citizens of the City of Daphne, a plan of development is needed to properly oversee and authorize the approval and subsequent construction of any structure in excess of fifty (50) feet and/or 4 stories in height, it shall be necessary to prepare, approve and pass a comprehensive land use plan involving the height of such buildings; and

WHEREAS, Section 13-7 of the City of Daphne Land Use Ordinance No. 2002-22, currently addresses the authorization of buildings in excess of 50 feet or 4 stories in height, but that said ordinance is in need of amendment and expansion; and

WHEREAS, the City Council of the City of Daphne, Alabama desires to promote the health, welfare and safety of the citizens of the City by establishing an additional moratorium on the approval and construction of buildings in excess of 50 feet and/or 4 stories in height; and

WHEREAS, the City Council of the City of Daphne pursuant to a prior Ordinance previously enacted moratorium on approval and construction of buildings in excess of fifty (50) feet and/or 4 stories in height, and

WHEREAS, the City of Daphne requires additional time to study, prepare and establish a comprehensive and binding Land Use Ordinance to effectively address the authorization and construction of buildings in excess of 50 feet and/or 4 stories;

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

SECTION I:

- (a). That a moratorium is hereby declared to be in effect from the effective date of passage of this ordinance through _____, thereby prohibiting the approval of and construction of any and all buildings or structures within the City of Daphne in excess of 50 feet and/or 4 stories in height in order to afford the City of Daphne sufficient time to prepare and establish a building and land use ordinance (or amendment of the existing Land Use Ordinance) that adequately regulates the construction of buildings in excess of 50 feet and/or 4 stories in height.
- (b). That this moratorium may be extended in length of time upon the majority vote of the City Council by passage of appropriate ordinance.
- (c). That Section 13-7 of the Daphne Land Use Ordinance No. 2002-22 is hereby suspended in that part as it relates to the approval or consideration of structures of more than four (4) stories or fifty (50) feet, as said provision is deemed suspended and without authority until such time as this moratorium expires and/or when said ordinance is amended by the City Council.

SECTION II: CONFLICT WITH OTHER ORDINANCES

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

SECTION III: SEVERABILITY

That the provisions of this Ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of the Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independently of each other.

SECTION IV: EFFECTIVE DATE

That this Ordinance shall be in full force and effect upon it adoption as provided by law by the City Council of the City of Daphne.

APPROVED AND ADOPTED THIS THE ____ DAY OF _____, 2006.

Greg Burnam
COUNCIL PRESIDENT
Date & Time Signed:_____

FRED SMALL
MAYOR
Dated & Time Signed:_____

ATTEST

DAVID L. COHEN, CITY CLERK, MMC

ORDINANCE 2006-29

**An Ordinance Appropriating Funds
Community Contributions**

WHEREAS, Ordinance 2005-69 approved and adopted the Fiscal Year 2006 Budget December 5, 2005; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2006 budget, the City Council has from time to time determined that certain additional appropriations are required and should be approved and made a part of the Fiscal Year 2006 budget; and

WHEREAS, the City Council has considered certain Community Contribution appropriation requests.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2006 General Fund Budget is hereby amended to include Community Contribution appropriations totaling \$ 87,815 as detailed below:

- 35,000Blue Print for Tomorrow
- 35,000SEEDS
- 3,000Mobile Bay NEP
- 1,000Daphne Dance Team
- 1,815SARPC additional pro-rata cost
- 10,000Ecumenical Ministries
- 2,000Santa America

Furthermore, the Mayor is hereby authorized to execute contracts related to the above contributions.

APPROVED AND ADOPTED by the City Council of the City of Daphne, Alabama, this _____ day of _____, 2006.

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk, MMC

ORDINANCE NO. 2006-30

An Ordinance adopting and enacting the 2005 Supplement Code for the City of Daphne, Alabama providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and this ordinance shall become effective.

BE IT ORDAINED BY THE CITY COUNCIL OF DAPHNE, ALABAMA:

SECTION 1: The Code entitled "Code of Ordinance, City of Daphne, Alabama" published by Municipal Code Corporation consisting of Chapters 1 through 20, each inclusive, is adopted; as public notice of adoption is provided in Resolution No. 2006-23 adopted the 6th day of March, 2006, as required by Code of Alabama Section 11-45-88 for the adoption of codes in book form.

SECTION 2: All ordinances of a general and permanent nature enacted on or before August 16, 1993, and not included in the Code or recognized and continued in force by reference therein, are repealed.

SECTION 3: The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

SECTION 4: Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) and imprisonment for not more than six (6) months, or both. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided shall apply to the amendment of any Code section whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

SECTION 5: Additions or amendments to the Code when passed in form as to indicate the intention of the City Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

SECTION 6: Ordinances adopted after August 16, 1993 that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

SECTION 7: Severability Clause - The provisions of this ordinance and the Daphne Code of Ordinances adopted hereby are severable. In the event that any of the provisions hereof, or of the Daphne Code of Ordinances are declared invalid by a Court of competent jurisdiction, then the remaining portions shall remain in full force and effect notwithstanding such invalidity.

SECTION 8: This ordinance shall become effective upon publication of such notice.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
THIS _____ day of _____, 2006.

GREG BURNAM
COUNCIL PRESIDENT
Date & Time Signed: _____

FRED SMALL
MAYOR
Date & Time Signed: _____

ATTEST:

DAVID L. COHEN
CITY CLERK, MMC

DEVELOPMENT AGREEMENT

"EASTERN SHORE PARK"

THIS DEVELOPMENT AGREEMENT (this "Agreement"), dated this ___ day of _____, 2006, is by and between MALBIS PROPERTIES, L.L.C., an Alabama limited liability company ("Malbis Properties"), and the CITY OF DAPHNE, ALABAMA, a municipality organized and existing under the laws of the State of Alabama (the "City"). Malbis Properties and the City may be together referred to as the "Parties."

RECITALS

WHEREAS, Malbis Properties is in the process of developing a retail and commercial development to be known as Eastern Shore Park (the "Commercial Development") on a portion of the site (the "Malbis Properties Land") owned by Malbis Properties and/or its affiliates and located within the City, as more particularly described in Exhibit A hereto (the "Land"); and

WHEREAS, the City and Malbis Properties previously entered into a Memorandum of Understanding, dated as of February 24, 2005, pursuant to which the City agreed, among other things, to issue and sell tax-exempt indebtedness in an amount of not less than Ten Million, Two Hundred Thousand Dollars (\$10,200,000) to fund the acquisition, installation, and construction of certain to-be-identified public infrastructure (the "Public Improvements") on certain of the Land, a portion of which has been dedicated to the City as public road rights-of-way or on which Malbis Properties has or will grant an easement interest in favor of the City (said property or interests therein to be granted to and held by the City, the "Public Land") and certain adjacent public road rights-of-way; and

WHEREAS, it has now been determined that such Public Improvements shall include, by way of example and without limitation, the addition or improvement of roadways and utilities surrounding and within the Land so as to alleviate traffic congestion on Alabama Highway 181 and U.S. Highway 90 and other existing public roadways, and as to provide for improved access to Eastern Shore Park, including, by way of example and without limitation, earthwork, grading, retaining walls, erosion control, environmental mitigation, water, storm and sanitary sewer and drainage facilities (including storm water drainage conduits, storm water retention ponds and water and sewer line extensions), roadways, watering for roadway plantings, lighting, landscaping, signage, signalization and paving/curbing and gutters for the roadways, storm drainage conduits and detention ponds, facilities for other utilities (including power improvements and telephone and internet access) and other items normally considered public infrastructure, all as shown on the Plat attached hereto as Exhibit B and the Plans and Specifications (hereinafter defined). The Commercial Development, the Land and the Public Improvements are collectively referred to herein as the "Development"; and

WHEREAS, the City has determined that the Development will advance the economic base of the City, as well as the prosperity and welfare of its citizens, and is a direct benefit to the City and its residents, will result in significantly increased sales tax revenues to the City, will boost property values in the vicinity of the Development and will lead to additional economic activity in the area of the City surrounding the Development. In addition, as a result of the

Development, substantial additional annual property taxes will accrue to the City. As a further result of the Development, many new jobs will be generated for full or part-time employees of the Development; and

WHEREAS, pursuant to Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901, also known as Amendment 772, the City is authorized to issue its warrants for the purpose of promoting the economic development of the City; and

WHEREAS, Malbis Properties has now requested that the City issue its limited obligation warrants in a principal amount not less than Ten Million, Two Hundred Thousand Dollars (\$10,200,000), (the "Warrants") in order to pay the costs of acquiring, installing, and constructing the Public Improvements, or to reimburse to Malbis Properties the costs of acquiring, installing, and constructing the Public Improvements; and

WHEREAS, the City and Malbis Properties now desire to enter into this Agreement in order to, among other things, provide for (a) the acquisition, installation, and construction of the Commercial Development on the Malbis Properties Land by Malbis Properties and such others to whom Malbis Properties may sell a portion or portions of the Malbis Properties Land, (b) the acquisition, installation, and construction of the Public Improvements by Malbis Properties on behalf of the City, and (c) the payment, to the extent of Warrant proceeds, of the costs of acquisition, installation, and construction of the Public Improvements and/or the reimbursement, to the extent of Warrant proceeds, to Malbis Properties by the City of the costs of the acquisition, installation, and construction of the Public Improvements; and

WHEREAS, in consideration of the public benefits which the City and its residents will receive from the Development, and in further consideration of the acquisition, installation, and construction of the Public Improvements and the conveyance of Public Land to the City by Malbis Properties subject to the provisions herein stated, the City has agreed to issue the Warrants upon the terms hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the Parties, Malbis Properties and the City hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, all defined terms set forth above shall have the meanings so ascribed to them, and, in addition, the following terms shall have the following meanings:

"Additional Land Owners" means those persons to whom Malbis Properties has agreed to sell and convey or will, subsequent to the date of this Agreement, agree to sell and convey, a portion or portions of the Malbis Properties Land.

"Applicable Environmental Laws" shall mean any applicable laws, rules or regulations pertaining to health or the environment, or petroleum products, or radon radiation, or oil or hazardous substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), as codified at 42 U.S.C. § 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") and the Federal Emergency Planning and Community Right-To-Know Act of 1986, as amended.

"Authorizing Ordinance" means that certain Ordinance adopted by the City Council of the City on _____, 2006, approving the transactions contemplated by this Agreement.

"Bond Counsel" means Miller, Hamilton, Snider & Odom, L.L.C., Mobile, Alabama.

"City" means the City of Daphne, Alabama, a municipality organized and existing under the laws of the State of Alabama.

"Closing" and "Closing Date" shall mean the date upon which the Warrants are issued, and all other closing documents hereinafter described are executed.

"Commercial Development" means a commercial development to be known as "Eastern Shore Park," which is presently contemplated to include a Lowe's Home Improvement store, a Sam's Club, automobile dealerships, boat dealerships and other retail and commercial establishments permitted under the Overlay District Ordinance, as well as outparcels and building pads which will be conveyed to others for additional retail, restaurant, office and possible hotel uses.

"Costs of Issuance" means the costs of issuing the Warrants, including, without limitation, the premium for the title insurance policy described in Section 3.2, the cost of the survey described in Section 3.3, the reasonable fees of the City's and Malbis Properties financial advisors as described in Section 7.2 and all reasonable fees and expenses of Bond Counsel, the City's counsel and Malbis Properties' counsel.

"Development" means the Commercial Development, the Public Improvements and the Land collectively.

"Environmental Report" has the meaning set forth in Section 3.4.

"First Principal Payment Date" means (i) if the Warrants are sold to the Underwriter, the date to be specified in the Warrant Ordinance as the date that the first principal payment on the Warrants will be due and payable, or (ii) if the Warrants are issued to Malbis Properties (or its assignee), the date specified in writing by Malbis Properties to the City Treasurer and to the Registrar as the date the first principal payment on the Warrants will be due and payable.

"Fiscal Year" means the period of October 1 through September 30, or such other fiscal year period as the City may hereafter adopt.

"Force Majeure" means any Act of God or the public enemy, strikes, lockouts, work slowdowns or stoppages or other labor disputes, insurrections, riots or other civil disturbances, orders of the United States of America or any state of the United States of America or of any of the departments, agencies, political subdivisions or officials of the United States of America or any state thereof, or orders of any other civil or military authority, or partial or entire failure of public utilities, or any other condition or event beyond the reasonable control of Aronov.

"Land" means the Malbis Properties Land and the Public Land.

"Malbis Properties" means Malbis Properties, L.L.C., an Alabama limited liability company, or its successors and assigns.

"Malbis Properties Land" means that portion of the Land to be retained by Malbis Properties or the Additional Land Owners following conveyance of the Public Land to the City as provided in Article III hereof.

"Net Proceeds" means, if the Warrants are sold to the Underwriter, the proceeds derived from the sale of the Warrants to the Underwriter less (i) the amount of such proceeds used to pay or reimburse the Costs of Issuance and (ii) the Warrant Sale Costs.

"Overlay District Ordinance" means the City of Daphne Ordinance No. 2005-38, an ordinance which amends the City's Land Use and Development Ordinance 2002-22 and applies to the Land.

"Plans and Specifications" means the plans and specifications for the Public Improvements and the Commercial Development to be prepared by an engineer or architect selected and retained by Malbis Properties (and, in the case of the Commercial Development, the Additional Land Owners), which such plans and specifications are subject to the reasonable review and approval of the City as described in Sections 2.1(b) and 2.2(a) below.

"Plat" means the final plat of Eastern Shore Park, as approved by the City, a copy of which is attached hereto as Exhibit B.

"Pledged Tax Revenues" means forty percent (40%) of all Tax Revenues levied by and paid to the City from businesses conducted wholly within the Commercial Development for a period commencing on the Closing Date and expiring on the thirtieth (30th) anniversary of the Closing Date; provided, however, that with respect to the sales tax levied by and paid to the City on the sale of automobiles, the term "Pledged Tax Revenues" means fifty percent (50%) of all such Tax Revenues.

"Pledged Tax Revenues Fund" has the meaning set forth in Section 4.2(b).

"Public Improvements Cost" means the cost of the acquisition, installation and construction of all Public Improvements (including, without limitation, interest on construction loans and all other fees and expenses incurred by Malbis Properties in connection with the financing of the acquisition, installation and construction of the Public Improvements), as such amounts are determined based upon the final amounts payable for such Public Improvements pursuant to applicable executed contracts (and all change orders) for such work.

"Public Improvements" means, collectively, the Public Land, the improvements to the Public Land identified in the Plat and the Plans and Specifications, and the improvements to certain adjacent public road rights-of-way all as more fully set out in the Tax Certificate.

"Public Land" has the meaning set forth in Section 3.1.

"Registrar" means _____, _____, Alabama, the registrar and paying agent for the Warrants.

"Tax Certificate" means the certain Tax Certificate and Agreement of the City, as confirmed in part by Malbis Properties, which is delivered to Bond Counsel and the Registrar contemporaneously with sale and delivery of the Warrants.

"Tax Revenues" means the sales tax, lodgings tax, and other similar tax revenues levied by and paid to the City from businesses conducted within the Development in effect on the date of the delivery of this Agreement.

"Underwriter" means Gardnyr Michael Capital, Inc., Mobile, Alabama.

"Warrant Fund" has the meaning set forth in Section 4.2(b).

"Warrant Ordinance" means the ordinance of the City to be adopted hereafter authorizing the issuance of the Warrants.

"Warrant Sale Costs" means, if the Warrants are sold to the Underwriter, the amounts as shall be required by the terms of the Warrant Ordinance to fund a debt service reserve fund and a capitalized interest fund for the benefit of the Warrants.

"Warrants" means the City's Limited Obligation Warrants, Series 2006, which will be issued by the City on the Closing Date, as described in Article IV hereof, in the aggregate principal amount equal to the total of the Public Improvements Cost plus the Warrant Sale Costs (if the Warrants are sold to the Underwriter) plus the Costs of Issuance.

ARTICLE II

THE DEVELOPMENT

2.1 Construction of Public Improvements.

(a) Malbis Properties shall manage the design, engineering, acquisition, installation, construction and completion of the Public Improvements in accordance with the Tax Certificate, the Plat and the Plans and Specifications, as required by the Overlay District Ordinance and the City's generally applicable planning and development rules and regulations.

(b) If the Warrants are sold to the Underwriter, the City hereby agrees, from and to the extent of the Net Proceeds of the Warrants to pay, or to reimburse Malbis Properties, the Public Improvements Cost. If the Warrants are issued to Malbis Properties, the Warrants shall

be full payment or reimbursement to Malbis Properties of the Public Improvements Cost and the Costs of Issuance. The City acknowledges that acquisition, installation, and construction of the Public Improvements will be proceeding simultaneously with acquisition, installation, and construction of the Commercial Development, and that certain contracts, in order to be the most cost efficient, cannot be separated into separate contracts for work wholly on the Public Land and on certain adjacent public road rights-of-way versus work wholly on the Malbis Properties Land. In such cases, the City agrees that the costs of such improvements that are attributable to the Public Land and certain adjacent public road rights-of-way and can be demonstrated to the reasonable satisfaction of Bond Counsel to be so attributable, all as such amounts are determined based upon the final amounts payable for such improvements pursuant to applicable executed contracts (and all change orders) for such work shall constitute "Public Improvements Cost" as such term is used herein.

(c) The Plans and Specifications for the Public Improvements shall be subject to the reasonable approval of the City and shall be consistent with the Tax Certificate unless changes to the Tax Certificate are approved by Bond Counsel. The City agrees that its approval will not be unreasonably withheld, conditioned or delayed. Such approval shall not amount to an approval of the Public Improvements' conformity with applicable building codes and other usual inspection approvals by the City normal to any new construction in the City, which such approval process shall proceed in the normal course. Malbis Properties agrees to obtain all necessary approvals and permits for the Public Improvements from the City or other governmental entity in the normal course.

(d) Following the approval of the Plans and Specifications for the Public Improvements by the City, Malbis Properties shall proceed to effect the construction of the Public Improvements on the Public Land and on the adjacent public road rights-of-way substantially in accordance with such Plans and Specifications, the Tax Certificate and the Plat, all as agent for the City. Malbis Properties further covenants that it will use its best efforts to complete the Public Improvements in an orderly and expeditious manner, subject to delays incident to Force Majeure.

(e) Malbis Properties agrees that it shall require the general contractor for the Public Improvements to post a performance bond and a labor and materialmen's payment bond with good and sufficient surety issued by a company qualified to issue such bonds in the State of Alabama in an amount sufficient to insure completion of the construction of the Public Improvements according to the construction contract therefor, with Malbis Properties as obligee of the bonds and the City as additional obligee thereunder. The bonds shall be obtained from such companies in such amounts as shall be approved in advance by the City, such approval not to be unreasonably withheld, conditioned, or delayed. A copy of said bonds shall be furnished to the City prior to the beginning of the construction of the Public Improvements. In the event the general contractor for the Public Improvements defaults in the performance of its construction contract, Malbis Properties agrees to take appropriate action to enforce said bonds or otherwise cause the work to be timely completed.

(f) If the City has not done so, Malbis Properties will arrange for necessary financing to pay for the acquisition, installation, and construction of all Public Improvements, subject to reimbursement by the City pursuant to Article IV hereof.

(g) Notwithstanding any provision herein to the contrary, Malbis Properties may choose to postpone installation of a final seal coat for any roadways or completion of other comparable work pending construction of the Commercial Development, and such postponement shall not constitute a default or breach of Malbis Properties' obligations hereunder.

(h) Malbis Properties covenants and agrees that it will pay or cause to be paid promptly all persons or entities supplying work or materials for the construction of the Public Improvements. In the event that any materialmen's or mechanics' liens are filed against the Public Land in connection with Malbis Properties' construction of the Public Improvements, Malbis Properties covenants and agrees that it will discharge or make other arrangements reasonably acceptable to the City with respect to (including, without limitation, bonding off or insuring over any such lien) any mechanic's or other lien filed against the Public Land regardless of whether Warrant proceeds are available to reimburse it.

2.2 The Commercial Development.

(a) Malbis Properties and the Additional Land Owners shall develop the Commercial Development substantially in accordance with the Plat and the Plans and Specifications.

(b) The Plans and Specifications for the Commercial Development shall be subject to the reasonable approval of the City. The City agrees that its approval will not be unreasonably withheld, conditioned, or delayed and the City acknowledges that the Plans and Specifications for the Commercial Development may change numerous times as leases or sales contracts are executed for the Commercial Development, or for other reasons incident to the development of the Commercial Development. Such approval shall not amount to an approval of the Commercial Development's conformity with applicable building codes and other usual inspection approvals by the City normal to any new construction in the City, which such approval process shall proceed in the normal course.

(c) Following the approval of the Plans and Specifications for the Commercial Development, Malbis Properties shall proceed (and shall make its best efforts to cause the Additional Land Owners to proceed) to effect the construction of the Commercial Development substantially in accordance with such Plans and Specifications and the Plat. Malbis Properties further covenants that it will use its best efforts (and shall make its best efforts to cause the Additional Land Owners) to complete the Commercial Development in an orderly and expeditious manner, subject to delays incident to Force Majeure.

(d) Design work for the Commercial Development shall be subject to the reasonable approval of the City and shall include all work through preparation of the Plans and Specifications and construction documents. The design work for the Commercial Development shall be performed by Malbis Properties and the Additional Land Owners at their own expense. Malbis Properties agrees to obtain (and to use its best efforts to cause the Additional Land Owners to obtain) all necessary approvals and permits for the Commercial Development from the City or other applicable governmental entity in the normal course.

(e) The City agrees to cooperate in good faith with Malbis Properties in any replatting or corrective instruments that may be required in connection with the dedication of the public road rights-of-way by recordation of the Plat and the creation of easements in favor of the

City. The City and Malbis Properties acknowledge that the Land lies within an overlay district subject to the Overlay District Ordinance.

ARTICLE III

PUBLIC LAND

3.1 Conveyance of Public Land to City. Malbis Properties (i) has dedicated to the City those public road rights-of-way depicted in the Plat, (ii) has granted to the City easements for those drainage conduits, retention ponds and other storm drainage facilities depicted in the Plat, and (iii) agrees to grant to the City such other utility and public easements which are consistent with the Plat and the Plans and Specifications and have been contemplated by the parties to this Agreement in connection with the acquisition, installation and construction of the Public Improvements (said property or interests therein dedicated or granted or to be granted to and held by the City, the "Public Land"). It is presently anticipated that the Public Improvements will be comprised of the addition or improvement of roadways and utilities surrounding and within the Land, including, by way of example and without limitation, earthwork, grading, retaining walls, erosion control, environmental mitigation, water, storm and sanitary sewer and drainage facilities (including storm water drainage conduits, storm water retention ponds and water and sewer line extensions), roadways, watering for roadway plantings, lighting, landscaping, signage, signalization and paving/curbing and gutters for the roadways, storm drainage conduits and detention ponds, facilities for other utilities (including power improvements and telephone and internet access) and other items normally considered public infrastructure, all as shown on the Plat and the Plans and Specifications. The Public Improvements will be acquired, installed and constructed by Malbis Properties in accordance with the provisions of Article II hereof.

3.2 Title Insurance. To the extent routinely required by the City in the course of accepting dedication of public easements or public road rights-of-way, Malbis Properties will provide to the City at Closing an owner's ALTA title insurance policy issued by a title insurance company acceptable to Malbis Properties and the City, insuring the City's title to the Public Land, subject to (i) the lien for current year's ad valorem taxes, a lien not yet due and payable, and (ii) such other matters of title to which the City shall reasonably consent. City agrees that if Malbis Properties has approved an exception to title, any refusal of the City to approve the same shall be deemed unreasonably withheld. As a condition to Closing, there must be no other exceptions to title except as set forth in clauses (i) and (ii) above, unless such exceptions shall be first approved by the City, such approval not to be unreasonably withheld, conditioned, or delayed.

3.3 Survey. To the extent routinely required by the City in the course of accepting dedication of public easements by separate easement instrument (as opposed to dedication as a part of accepting the Plat), Malbis Properties will, at Malbis Properties' cost, deliver to the City prior to Closing a boundary survey of the portion of the Public Land which is the subject of such separate easement instruments, which such survey shall be certified to the City, shall locate all corners, improvements, encroachments, easements, utilities, roadways adjoining or crossing the Public Land, and any other exceptions listed in the Title Commitment described in Section 3.2 hereof.

3.4 Environmental. Prior to Closing, Malbis Properties will deliver to the City for the City's reasonable review and approval, a Phase I Environmental Site Assessment for the Development (the "Environment Report"), which must confirm, as a condition to Closing, that the Public Land is not in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or any remedial obligations under any Applicable Environmental Laws. Malbis Properties will indemnify and hold the City harmless from and against, and reimburse the City for, any fees, charges, liabilities, reasonable expenses, and reasonable fees of environmental professionals, and reasonable attorney's fees incurred by the City, in the event the Public Land or any part thereof is hereafter determined to be in violation of any Applicable Environmental Law, provided, however, that such indemnity shall not extend to contamination on the Public Land after Closing, unless such contamination is caused by Malbis Properties. The indemnifications set forth in this Section 3.4 shall survive the Closing and shall not be merged into the documents executed on the Closing Date.

ARTICLE IV

THE WARRANTS

4.1 The Warrants.

(a) Pursuant to the provisions of the Warrant Ordinance, the City will issue the Warrants on the Closing Date to provide for the payment or reimbursement, as the case may be, of the Public Improvements Cost, the Warrant Sale Costs (if the Warrants are sold to the Underwriter) and the Costs of Issuance.

(b) At the election of Malbis Properties delivered in a written direction to the City, the City shall either (i) cause the Warrants to be sold to the Underwriter, or (ii) issue the Warrants to Malbis Properties (or its assignee). If the Warrants are sold to the Underwriter, then the City shall apply the Net Proceeds to pay directly the Public Improvements Cost or to reimburse to Malbis Properties the Public Improvements Cost. If the Warrants are issued to Malbis Properties, then Malbis Properties agrees to accept the Warrants from the City on the Closing Date in full reimbursement of the Public Improvements Cost and the Costs of Issuance provided that it shall demonstrate to the City's written satisfaction that the Public Improvement Costs and Costs of Issuance will equal or exceed the net proceeds of the Warrants available to reimburse Malbis Properties for such costs.

(c) If the Warrants are sold to the Underwriter, the Warrants shall bear such tax-exempt interest rate, payable semi-annually, as shall be determined by the Underwriter and the City with the approval of Malbis Properties.

If the Warrants are issued to Malbis Properties (or its assignee), the Warrants shall bear interest, payable semi-annually, at the lesser of (i) a tax-exempt interest rate of seven and a half percent (7½%) per annum (or the taxable equivalent of such interest rate if the interest on such Warrants, or any portion thereof, is not, in the opinion of Bond Counsel, exempt from federal income taxation) or (ii) the rate at which the Underwriter certifies that it will purchase the Warrants in the form of and on the date that the Warrants are to be issued to Malbis Properties (or its assignee); provided, however, that if the rate at which the Underwriter certifies that it will purchase the Warrants is lower than the rate set forth in (i) above, such certificate shall be

accompanied by an agreement pursuant to which the Underwriter will grant Malbis Properties (or its assignee), for a period of thirty (30) days following the Closing Date, the option to require the Underwriter to purchase the Warrants at a purchase price equal to one hundred percent (100%) of the principal amount thereof, plus the interest accrued thereon to the date of purchase, and stating that if Malbis Properties (or its assignee) elects to exercise its option to require the Underwriter to purchase the Warrants, the closing of such purchase shall take place no later than thirty (30) days after Malbis Properties (or its assignee) gives written notice to the Underwriter of its intention to exercise such option.

(d) The Warrants shall be payable in accordance with a twenty (20) year amortization schedule and shall be subject to redemption no later than ten (10) years after the Closing Date at such premiums and with such conditions as shall be more particularly specified in the Warrant Ordinance; provided, however, that if the Warrants are issued to Malbis Properties (or its assignee), the twenty (20) year amortization schedule shall not commence until the day that is one year prior to the First Principal Payment Date and the Warrants shall be subject to redemption, as a whole, but not in part, no sooner than five (5) years after the First Principal Payment Date at the option of the City given in writing to the Registrar and to Malbis Properties (or its assignee) at least sixty (60) days prior to the date fixed for redemption at and for a redemption price equal to one hundred percent (100%) of the principal amount of the then outstanding Warrants, plus the interest accrued thereon to the date fixed for redemption. Any debt obligation issued and sold by the City to provide funds to redeem the Warrants shall be approved by Bond Counsel and sold to the Underwriter.

4.2 Limited Obligation of City; Warrant Fund and Reserve Fund.

(a) The Warrants shall be a limited obligation of the City payable solely from the Pledged Tax Revenues. Except for the Pledged Tax Revenues, neither the full faith and credit nor the taxing power of the City are pledged to the payment of the Warrants.

(b) Pursuant to the Warrant Ordinance, there shall be established a fund (the "Pledged Tax Revenues Fund") into which the City will deposit, on a monthly basis, the Pledged Tax Revenues. If the Warrants are sold to the Underwriter, the City's obligation to make such deposits shall commence at such time as shall be specified in the Warrant Ordinance. If the Warrants are issued to Malbis Properties (or its assignee), the City's obligation to make such deposits shall commence on the Closing Date.

(c) Amounts on deposit in the Pledged Tax Revenues Fund shall be transferred to the warrant fund to be created pursuant to the Warrant Ordinance (the "Warrant Fund") to provide for the payment of the principal of and interest on the Warrants as shall be provided in the Warrant Ordinance. In the event the Pledged Tax Revenues deposited from the Pledged Tax Revenues Fund into the Warrant Fund during any Fiscal Year are less than the principal of and interest on the Warrants coming due during such Fiscal Year and payments from the debt service reserve fund to be created pursuant to the Warrant Ordinance (the "Reserve Fund") are insufficient to make up such difference, then the obligation of the City to make payments into the Warrant Fund for such Fiscal Year shall be deemed satisfied and discharged and the City shall have no further liability with respect to payments into the Warrant Fund for such Fiscal Year; provided, however, that the principal of and interest on the Warrants not paid in any Fiscal Year shall be carried forward to subsequent Fiscal Years (but, in no event, past thirty (30) years from

the Closing Date) and such amounts (plus the interest thereon) shall be paid in subsequent Fiscal Years to the extent that there are excess Pledged Tax Revenues deposited into the Pledged Tax Revenues Fund in subsequent Fiscal Years.

(d) To the extent that the amount of Pledged Tax Revenues deposited into the Pledged Tax Revenues Fund during any Fiscal Year is in excess of the amount required to be deposited into the Warrant Fund (*i.e.*, the principal of and interest on the Warrants coming due during such Fiscal Year), such excess Pledged Tax Revenues shall first be used as provided in subsection (c) above and, to the extent not so used, shall be deposited into the Reserve Fund to the extent the Reserve Fund is not then fully funded. In the event the Warrants are issued to Malbis Properties (or its assignee), the Reserve Fund will be funded in this manner until such time as the Reserve Fund is fully funded and thereafter said excess portion of the Pledged Tax Revenues shall be used as shall be provided in the Warrant Ordinance.

4.3 Tax-Exempt. The Warrants will be issued based on the approving opinion of Bond Counsel to the effect that (i) the Warrants are valid and legal obligations of the City payable solely from and secured by the Pledged Tax Revenues and (ii) the interest on the Warrants is excludable from the gross income of the recipients thereof for purposes of federal income taxation subject to such qualifications and other matters as are customary.

4.4 Validation. In the event the validity and legality of the Warrants is challenged, the City shall use its "best-efforts" to prove the validity and legality of the Warrants, including, if deemed necessary, validating the Warrants.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Malbis Properties. To induce the City to enter into this Agreement and to pay to Malbis Properties the Net Proceeds or to issue the Warrants to Malbis Properties in reimbursement of the Public Improvements Cost and the Costs of Issuance, Malbis Properties does hereby make the following representations and warranties to the City, which representations and warranties shall be deemed made by Malbis Properties to the City also as of the Closing Date and shall not be merged into the documents executed on the Closing Date:

(a) Malbis Properties is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Alabama, and is duly qualified to do business in and is in good standing with the State of Alabama. Malbis Properties has full power and authority to enter into this Agreement and to incur the obligations set forth herein, each of which have been authorized by all necessary limited liability company action of Malbis Properties.

(b) This Agreement constitutes a legal, valid and binding obligation of Malbis Properties, enforceable in accordance with its terms.

5.2 Representations of City. To induce Malbis Properties to enter into this Agreement, to dedicate and grant the Public Land and interests therein to the City, and to accept the Warrants from the City in payment of the Public Improvements Cost and the Costs of Issuance, the City does hereby make the following representations and warranties to Malbis

Properties, which representations and warranties shall be deemed made by the City to Malbis Properties also as of the Closing Date and shall not be merged into the documents executed on the Closing Date:

(a) The City has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated herein, including, without limitation, the issuance of the Warrants and the payment or reimbursement of the Public Improvements Cost and the Costs of Issuance. This Agreement has been and will be properly authorized and properly executed and constitutes the legal, valid and binding obligation of the City, and the subsequent administrations of the City, enforceable in accordance with its terms.

(b) The City has determined that this Agreement and the issuance of the Warrants are consistent with and not violative of the Constitution and laws of the State of Alabama and, further, that the City is authorized to issue the Warrants as contemplated by this Agreement by Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901.

ARTICLE VI

CLOSING

6.1 Contingencies to Closing. Notwithstanding any provision herein to the contrary, the Closing is contingent upon the following conditions having been satisfied if the Warrants are initially issued to Malbis Properties:

(a) Malbis Properties has approved the form of the Warrants, the Authorizing Ordinance, the Warrant Ordinance and all other documents executed by the City in connection therewith.

(b) Malbis Properties has received and approved (or waived) the legal opinion regarding the tax-exempt status of the Warrants as required under Section 4.3 hereof.

6.2 Closing Date. The Closing Date will be on the date specified in writing by Malbis Properties to the City. Closing shall occur at such location as mutually agreed to by the parties. The Warrants shall be issued by the City on the Closing Date.

ARTICLE VII

MISCELLANEOUS

7.1 Assignment. Notwithstanding anything herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any of the Commercial Development by Malbis Properties to a third party shall constitute or be deemed a transfer of any of Malbis Properties' covenants, agreements, or indemnities as set forth herein unless express reference is made in such instrument of conveyance to the specific covenants, agreements, and indemnities set forth herein and the deed by which Malbis Properties is transferring to such third party. The City shall have no right to assign its rights and duties under this Agreement to any party. Malbis Properties may sell the Commercial Development, or portions thereof, to a third party or parties, and may, at its option, transfer and assign the Warrants, if any, issued by the

City to Malbis Properties to a third party or parties, or retain the same, separate and apart from Malbis Properties ownership of the Commercial Development. Notwithstanding the sale of the Commercial Development, or any portion thereof, Malbis Properties shall remain liable for all indemnification obligations set forth herein; provided, however, that if the financial condition of a transferee is acceptable to the City in the City's reasonable discretion and if the transferee agrees to assume all indemnification obligations of Malbis Properties hereunder, Malbis Properties shall be released from any further liabilities to the City as described herein.

7.2 Commissions. Malbis Properties and the City warrant and represent to the other, that there are and shall be no brokerage fees, commissions, or other remuneration of any kind arising from the execution of this Agreement or the Closing other than the fee of Gardnry Michael Capital, Inc., which is serving as the City's financial advisor, and Tax Credit Management, Inc., which is serving as Malbis Properties' financial advisor. Malbis Properties and the City shall forever indemnify and hold the other harmless against and in respect of any and all claims, losses, liabilities and expenses, including, without limitation, reasonable attorney's fees and court costs, which the City or Malbis Properties may incur on account of any claim by any broker or agent or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Malbis Properties or the City, as the case may be, in respect to the transactions herein contemplated. The provisions of this Section shall survive the Closing Date.

7.3 Notices. Any notice required or permitted to be delivered hereunder shall, except as otherwise expressly provided herein, be deemed to have been given upon the earlier to occur of (i) actual receipt by the addressee thereof including without limitation via facsimile transmission or personal delivery; (ii) the third (3rd) day after the deposit of such notice in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Malbis Properties or the City, as the case may be, as set forth below; or (iii) the first (1st) day after such notice has been deposited with a nationally recognized overnight courier (i.e. Federal Express); in either case, such notices to be addressed as follows:

To Malbis Properties: Malbis Properties, L.L.C.
3500 Eastern Boulevard
Montgomery, Alabama 36116
Telephone (334) 277-1000
Facsimile (334) 244-2555
Attention: Frank M. Johnston

With a copy to: W. Holt Speir, Esq.
Capell & Howard, P.C.
150 South Perry Street
Montgomery, Alabama 36104
Telephone (334) 241-8029
Facsimile (334) 271-8229

To City: City of Daphne
P. O. Box 400
Daphne, Alabama 36526

With a copy to: A. Lee Martin, Esq.
Miller, Hamilton, Snider & Odom, LLC
505 20th Street North
Suite 1200
Birmingham, Alabama 35203

7.4 Entire Agreement. This Agreement contains the entire agreement of the parties and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the party against whom enforcement of any change, modification, or discharge is sought.

7.5 Attorney's Fees. Any signatory to this Agreement who is the prevailing party in any legal proceedings against any other signatory brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs, cost of litigation or discovery and reasonable attorneys fees and reasonable accountants fees incurred solely in connection with such litigation, from the non-prevailing party.

7.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document.

7.7 Successors and Assigns. This Agreement shall inure to the benefit of and bind the parties hereto, their respective successors and/or assigns.

7.8 City's Liabilities. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on municipalities by the Constitution of the State of Alabama and laws affecting the use and maintenance of public property, however, such limitations shall not impair the obligations of the City under the Warrants.

7.9 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms. All covenants, representations and warranties shall survive the Closing Date.

7.10 Severability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.11 Governing Law. This Agreement shall be governed by the laws of the State of Alabama without regard to its principles of conflict of laws which would result in the application of the laws of any other jurisdiction.

7.12 No Waiver. No consent or waiver, express or implied, by either party hereto or to any breach or default by the other party in the performance by the other party of its obligations hereunder shall be valid unless in writing and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder.

Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

7.13 Remedies. Whenever either party hereto shall default in the performance of any of its obligations under this Agreement, the other party hereto may take whatever legal proceeding (including actions for damages or for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting party imposed by law. The parties hereto recognize an action for specific performance.

7.14 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the City and Malbis Properties and their respective successors and assigns.

7.15 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

7.16 Third-Party Beneficiaries. Except as set forth herein, this Agreement is intended only for the benefit of the signing parties hereto, the Registrar, the Underwriter, and the Bond Counsel, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any person other than those so stated.

[Signatures follow on next page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers and/or representatives, to be effective the day and year first above written.

MALBIS PROPERTIES, L.L.C.,
an Alabama limited liability company

By: Malbis Properties Management, Inc.
Its: Manager

By: _____
Jake F. Aronov
Its: President

THE CITY OF DAPHNE,
a municipality organized and existing under
the laws of the State of Alabama

By: _____
Its Mayor