

CITY OF DAPHNE
CITY COUNCIL BUSINESS MEETING AGENDA
1705 MAIN STREET, DAPHNE, AL
MAY 1, 2006
6:30 P.M.

1. CALL TO ORDER

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

- 3. APPROVE MINUTES:** Work Session Minutes meeting held April 13, 2006
 Council Meeting Minutes meeting held April 17, 2006

PRESENTATION: People to People Ambassadors / Jan Yelding Singleton

4. REPORT STANDING COMMITTEES:

A. FINANCE COMMITTEE – Scott

a.) *Appropriations of Funds:*

Four Wheel Drive Out Front Mowers / *Ordinance 2006-37*

b.) *Bid Award: Four Wheel Drive Out Front Mowers / Resolution 2006-44*

Beard Equipment Company

c.) *MOTION:*

Declare Emergency: Knuckleboom Truck Repair

B. BUILDINGS & PROPERTY - Lake

a.) Land Swap with AIG Baker Backup

C. PUBLIC SAFETY - Burnam

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Landry

E. PUBLIC WORKS COMMITTEE / SOLID WASTE AUTHORITY – Yelding

a. Review Beautification minutes meeting held April 7th

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. *Board of Zoning Adjustments* – Eady

B. *Downtown Redevelopment Authority* - Barnette

C. *Industrial Development Board* – Yelding

a.) Review minutes meeting held March 27th

D. *Library Board* – Lake

Review minutes meeting held April 10th

E. *Planning Commission* – Barnette

a.) Review minutes meeting held March 30th

b.) Review special meeting minutes meeting held April 7th

F. *Recreation Board* - Palumbo

a. Review minutes meeting held April 13th

G. *Utility Board* – Scott

a.) Review minutes meeting held March 1st

b.) Review minutes meeting held March 29th

6. REPORTS OF OFFICERS:

A. *Mayors Report*

- a.) ABC License / Alec Naaman’s Catering, Inc. / 140 Special Events Retail

B. *City Attorney’s Report*

C. *Department Head Comments*

7. PUBLIC PARTICIPATION:

8. RESOLUTIONS & ORDINANCES:

RESOLUTIONS:

- a.) Prepaid Travel / David Cohen /
2007 ADECA Grant Writer Work Shop...../Resolution 2006-43
- b.) Bid Award: 2006-O-PW- (5) Four Wheel Drive
Outfront Mowers...../Resolution 2006-44

ORDINANCES:

2ND READ

- a.) Annexation: Reynolds Property located
on the Corner of US Hwy 98 and McIntyre Street...../Ordinance 2006-32
- b.) Appropriation of Funds: Trail Blazers...../Ordinance 2006-36

1ST READ

- a.) Appropriation of Funds: Purchase of (5) Outfront Deck
Mowers...../Ordinance 2006-37

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

APRIL 13, 2006
CITY OF DAPHNE
CITY COUNCIL
WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

1

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

Absent: Bailey Yelding.

Also present: David Cohen, City Clerk; Rebecca Hayes, Assistant City Clerk; Jay Ross, City Attorney.

1. CALL TO ORDER

Council President Burnam called the meeting to order at 6:40 p.m.

2. DISCUSS: TRI-COUNTY AGREEMENT / WATERSHED MANAGEMENT PROGRAM

Mrs. Briley asked the Council how much they wanted to spend toward this project. She stated that they have found out that you can't use in-kind service, so the match will have to be money. The match is now \$165,000, and the indirect cost associated with the project is not included with the match.

Mayor Small stated that they have asked ADEM to do some watershed studies in Daphne.

Council discussed the pros and cons of participating in the grant.

Council President Burnam instructed the City Clerk to put the USEPA grant back on the agenda with a written motion under the Mayor's report to decline to participate in the grant.

3. DISCUSS: ARONOV DEVELOPMENT AGREEMENT

Council discussed the agreement. Mrs. Barnette asked why Exhibit "B" and the legal description that states the acreage were not included with the agreement. She wants them included with the development agreement. Council discussed that the total participation by the city will be \$8,800,000.

4. DISCUSS: BALDWIN COUNTY TRAILBLAZERS REQUEST FOR FUNDS

The Baldwin County Trailblazers are requesting a contribution from the city for a Triathlon being held in Fairhope.

APRIL 13, 2006
CITY OF DAPHNE
CITY COUNCIL
WORK SESSION
1705 MAIN STREET
DAPHNE, AL
6:30 P.M.

2

Council President Burnam instructed Mrs. Briley to prepare and Ordinance to appropriate funds, but to leave the amount blank, and the Council will fill in the blank at the Council meeting.

5. DISCUSS: SIGN ORDINANCE

Council discussed the revisions to the sign ordinance.

6. DISCUSS: SCHOOL BOARD COMMITTEE

Council President Burnam stated that the committee should have three (3) members to avoid having a quorum. He stated that the Council should appoint the members. He stated that the Council will vote on it Monday.

Council President Burnam instructed the City Clerk to put this on Monday night's agenda, and to call the League of Municipalities tomorrow to check on forming a committee to negotiate is covered under the Open Meetings Act and report his finding to the Council.

7. DISCUSS: OTHER BUSINESS

Mr. Lake stated that the Baldwin County Economic Development Alliance and Chamber of Commerce is holding a job fair at the Civic Center and is requesting that fee be waived.

Council stated that the Mayor has the authority to waive fees and that he should take care of the request.

Mr. Cohen stated that Dr. Ennis asked to be removed from the agenda.

There being no further business to discuss, the meeting adjourned at 8:00 p.m.

Respectfully submitted by

David L. Cohen
City Clerk, MMC

Certification of Presiding Officer

Greg Burnam
Council President
Date & Time Signed:_____

APRIL 17, 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: Mayor Small; David Cohen, City Clerk; 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; Suzâne Henson, Senior Accountant; Melvin McCarley, Public Works Supervisor; Preston Bolt, Bond Attorney; Willie Robison, BZA; Al Guarisco, Village Point; Melinda Immel, Vokert & Associates.

ABSENT: Kim Briley, Finance Director; Jay Ross, City Attorney.

3. APPROVE MINUTES:

MOTION BY Mrs. Barnette to approve the Council Meeting minutes meeting held April 3, 2006. *Seconded by Mrs. Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE – Scott

a.) Treasurers Report

MOTION BY Mr. Scott to accept the Treasurers Report as of March 31, 2006 with a balance of \$13,706,753.18. *Seconded by Mr. Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

b.) Sales & Use Tax / February 28, 2006

Mrs. Landry reported that 11½% over budget was collected that is \$90,000 more than budgeted. The amount taken in for February was \$878,123.

c.) Lodging Tax / February 28, 2006

The lodging tax collected for February is \$50,684.11, which is up a little from last year.

d.) MOTIONS:

1.) *Reject: Dry Cleaning Bid*

MOTION BY Mr. Scott to reject the Dry Cleaning Bid and authorize the Police Department re-bid. Seconded by Mrs. Barnette.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

2.) *Reject: USEPA Grant*

MOTION BY Mrs. Barnette that the City of Daphne not enter into the USEPA Special Appropriations Grant with the City of Fairhope and the City of Foley due to the matching fund requirement. Seconded by Mr. Scott.

Discussion was held by Council with Mrs. Barnette stating that the project was designed to address storm water problems in the three communities. The project was slated to begin in 2003, and so the project is actually expiring in May, and they will need to get grant extension. The matching funds for the City of Daphne amounted to \$165,000, and the Council feels that money can be better utilized, specifically, within the City of Daphne. The City has already entered into an agreement with ADEM to do a watershed assessment for the D'Olive Watershed area. Hopefully, there will be some other watershed management solutions that may be coming forward from additional studies that they can participate in to actually be more effective locally. She stated that the match had changed, because previously the city was told that they could use in-kind service, staff and other things, and now it is basically cash. She stated that this is a considerable change from what they were originally told.

The question was asked if the City of Foley going to go ahead, and will this encompass the whole area anyway.

Mr. Rauch, with Hutchinson, Moore & Rauch, stated that as far as what happens to the money if the City of Daphne decides not to participate, it will be up to the City of Fairhope if they want to participate, and if not, then the City of Foley can make a decision if they want to utilize the grant. He stated that they would have the option to go back EPA and restructure the scope of services since the other communities will not be participating, or they could let the grant expire.

AYE Yelding, Barnette, Scott, Landry, Palumbo, Burnam NAY Lake

MOTION CARRIED

There will not be a meeting in May due to Mrs. Briley being out of town.

**B. BUILDINGS AND PROPERTY COMMITTEE – Lake
a.) Land Swap / AIG Baker**

Mr. Eady gave a presentation showing slides of what properties are requested to be swapped. Mr. Eady explained the swap and stated that he needs a paper trail because the city does not have a deed for the property.

Council asked questions regarding how this would affect O'Charley's business, and Mr. Eady stated that O'Charley's did not have a problem with it since the parking lot is not part of their lease. Mr. Eady also stated that parking has been set aside across the street in an adjacent parking lot, and that AIG Baker is going to build a walk zone to get across the street to the restaurant.

Council discussed the restrictions on the parking lot, and Mr. Eady said that the city cannot sell it, but they can exchange it. He stated that they did the same thing with the Rave Theatre. Council discussed whether this was an out parcel or a parcel where revenue could be collected to go toward the debt. Mr. Preston Bolt, Bond Counsel for the AIG Baker Agreement, was present and answered that revenue could be collected from Starbucks to go toward payment of the debt. Council also discussed whether an appraisal was necessary, they discussed that an appraisal was not necessary for the land swap with the Rave Theater. Mr. Eady stated that Starbucks was originally going into the Bass Pro Shopping Center. Council discussed that by agreeing to the swap, they would bring revenue producing businesses to Daphne, instead of have just a parking lot.

MOTION BY Mr. Scott to give Mr. Eady permission to proceed with the property swap between the City of Daphne and AIG Baker. *Seconded by Mr. Yelding.*

AYE Yelding, Lake, Scott, Landry, Palumbo, Burnam

NAY Barnette

MOTION CARRIED

C. PUBLIC SAFETY – Burnam

The next meeting will be May 2nd at 4:30 p.m. in the Council Chambers. The public is invited to come.

E. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Landry

The Committee did not meet, because there were not any ordinances to consider. The Committee will meet May 2nd if there are any ordinance to consider.

F. PUBLIC WORKS COMMITTEE/SOLID WASTE AUTHORITY – Yelding

There was not a meeting for March. Mr. Yelding stated that Public Works is doing a good job with the sidewalks. Mr. Eslava stated that they will be moving into District #2 next week. The next meeting will be April 28th at 8:00 a.m. in the Council Chambers.

G. SCHOOL BOARD COMMITTEE -

MOTION BY Mr. Scott to appoint Bailey Yelding, Cathy Barnette, and Greg Burnam to the School Board Committee. *Seconded by Mrs. Landry.*

Council discussed whether to make the committee ad hoc or a sub committee to keep with the Open Meetings Act.

MOTION BY Mr. Yelding to table the motion until they have clarification of the Open Meetings Act.

Mr. Yelding withdrew his motion.

AYE Yelding, Barnette, Lake, Scott, Landry, Palumbo **ABSTAIN** Burnam

NAY NONE OPPOSED

MOTION CARRIED

Mrs. Barnette stated that when Council asks the City Attorney and City Clerk at a work session to have legal answers for them, they would like to have them before the council meeting, not at 6:30 on the night of the Council meeting.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments – Eady

The minutes meeting held April 6th are in the packet. Mr. Eady stated that there was one request, which was to build a church on Wilson Avenue, which was approved.

B. Downtown Redevelopment Authority – Barnette

Mrs. Barnette stated that the minutes for the April 10th meeting are in the packet. She stated that it was an exciting meeting. There was discussion by a business owner who intends to build a restaurant and shops by the Camellia Café. She also stated that the Authority finally received an estimate on the cost of putting the utilities underground on Main Street in the Olde Towne District. She said that now they can come before the Finance Committee with a proposal for funds. The Authority is still very concerned regarding how the new south campus will affect the area.

C. Industrial Development Board – Yelding

The next meeting will be April 24th at 6:00 p.m. in the Council Chambers.

D. Library Board – Lake

Mr. Lake reported that the annual “Spring Into Reading” kickoff will be April 22nd from 11:00 a.m. to 2:00 p.m. He stated that the Library will be closed Memorial Day weekend to install new carpet. He stated that the city is seeking applications for the position of Library Director.

Mayor Small reported that the Art Guild has painted a mural in the Kids Zone at the Library and invited the Council to go have a look. He said hats off to the Art Guild for their hard work at the Library, and he thanked the businesses that fed them while they were working on it.

D. Planning Commission – Barnette

MOTION BY Mrs. Barnette to set two Public Hearings to consider Rezoning Two Step Partners / Property located at the Corner of 2nd Street and Van Buren Street / R-3 High Density Single Family Residential District to B-2 General Business District, and an Amendment to the Land Use & Development Ordinance / Sign Provisions for May 15, 2006. *Seconded by Mr. Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Mrs. Barnette stated that the Planning Commission work session will be Wednesday at 9:00 a.m. and the regular Planning Commission meeting will be next Thursday, April 27th at 6:00 p.m. in the Council Chambers.

F. Recreation Board – Burnam

Mr. McKelroy stated that they will have a list of names at the next Council meeting. He stated that they will meet the Wednesday before the Council work session at 6:00 p.m.

G. Utility Board – Scott

Mr. Scott stated that the next meeting will be Wednesday, April 26th at 5:00 p.m. in the Council Chambers. He said that the minutes from the last meeting will be in the next Council packet.

6. REPORTS OF THE OFFICERS:

A. Mayor's Report

1.) ABC License / Hooters Restaurant / 140 Special Event Retail

Mayor Small stated that he does not recommend this permit. He stated that this is not what they want for the city.

A representative from Hooter's was present to answer questions. She stated that there would be a tent, that it would not be in the open. She stated that it is a swim suit competition where the girls compete to go to Las Vegas to represent the area. She said that the girls compete for cash and scholarships.

Chief Carpenter stated that Hooter's has hired two (2) off duty officers to be present during the competition.

MOTION BY Mrs. Landry to approve the ABC Special Events Retail License for Hooter's Restaurant. *Seconded by Mrs. Barnette.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

2.) *Eagle Scout Project by Phillip Wiese*

Phillip Wiese, an Eagle Scout, presented his proposal for his project at Village Point Park Preserve to the Council. He intends to build a gazebo in the park on May 6, & 7, 2007.

**MOTION BY Mrs. Barnette to allow Eagle Scout, Phillip Wiese, to proceed with his project on May 6, & 7, 2006 to be coordinated with the Public Works Director and the City Clerk.
Seconded by Mr. Lake.**

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

Mayor Small stated that when considering the Aronov Development Agreement that there is a Resolution instead of an Ordinance. He stated that he thought they could do it with a motion, but the City Attorney thought it would be good to have a Resolution, that it would be easier to research if needed.

B. City Attorney's Report

No report.

C. Department Head Comments

David McKelroy – Recreation Director – stated that Jazz in the Plaza is April 30th 5:00 – 9:00 p.m.

Sandra Morse – Civic Center Director – stated that the Spring Baldwin Pops Concert will be April 18th with the doors opening at 6:00 p.m. and the concert starting at 7:00 p.m. It is free admission.

Ken Eslava – Public Works Director – advised that County Road 64 will be closed Tuesday and Wednesday from US 98 to Pollard Road. He stated that May Day Pier will be completed in a couple of weeks. He reminded everyone that the Relay for Life is Friday 5:00 p.m. to 2:00 a.m.

7. PUBLIC PARTICIPATION

Mr. Malcom Zellner – Main Street – spoke regarding the Starbuck's Coffee asking why can't they go into an existing building.

Mr. Drummond – Ridgewood Avenue – spoke regarding the O'Charley's parking lot.

Ms. Diane O'Connor Page – Daphne – spoke regarding who represents the citizens of Daphne and the School Board Committee.

Mr. Terry Redfern – County Road 13 – spoke regarding the funding of the Baldwin County Trailblazers Triathlon event.

8. RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

RESOLUTIONS

- a.) **Authorize the Mayor to Enter Into a Joint Agreement with Irvine Properties, Inc. and the Utilities Board of the City of Daphne for Water and Sewer Line Improvements Along Bayfront Park Drive. /Resolution 2006-31**
- b.) **Renaming of a Portion of Dale Road “Bolton Drive” /Resolution 2006-32**
- c.) **Agreement / Daphne Volunteer Firefighters Assn and City of Daphne / Service Truck /Resolution 2006-33**
- d.) **Bid Award: 2006-P-Police Uniforms / Terry’s Uniforms & Screen Printing, Inc. /Resolution 2006-34**
- e.) **Bid Award: 2006-Q-Police Uniforms Leather Gear / Terry’s Uniforms & Screen Printing, Inc. /Resolution 2006-35**
- f.) **Prepaid Travel / Kim Briley / Suzanne Henson /Resolution 2006-36**
- h.) **Bid Award: 2006-S-Recreation Computers & Server / Computer Backup, Inc /Resolution 2006-38**
- i.) **Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property. /Resolution 2006-39**
- j.) **Redemption of Certain of the Series 1997 & 1999 Warrants /Resolution 2006-40**
- k.) **Authorizing the Filing a FY 2006 CDBG Hurricane Katrina Disaster Relief Grant Application /Resolution 2006-41**
- l.) **Authorizing the Mayor to Enter Into a Development Agreement with Malbis Properties /Resolution 2006-42**

MOTION BY Mrs. Barnette to waive the reading of Resolution 2006-31. *Seconded by Mr. Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-31. *Seconded by Mr. Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading to Resolution 2006-32. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-32. *Seconded by Mr. Yelding.*

Council discussed the right procedure for these kinds of Resolutions saying that they should come before the Public Safety Committee first and then send to Planning Commission. The Fire Chief, Police Chief and Public Works Director should be contacted and weigh in the decision.

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to waive the reading of Resolution 2006-33, 2006-34, 2006-35, 2006-36, 2006-38, 2006-39, 2006-40, 2006-41, and 2006-42. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-33. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-34. *Seconded by Mr. Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-35. *Seconded by Mr. Yelding.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-36. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-38. *Seconded by Mrs. Landry.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to reject Resolution 2006-39. *Seconded by Mr. Lake.*

ROLL CALL VOTE

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

AYE Barnette, Lake, Palumbo NAY Yelding, Scott, Landry, Burnam

MOTION FAILED

MOTION BY Mr. Scott to adopt Resolution 2006-39. *Seconded by Mrs. Landry.*

AYE Yelding, Scott, Landry, Palumbo, Burnam NAY Barnette, Lake

MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-40. *Seconded by Mr. Lake.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Resolution 2006-41. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Landry to waive the reading of Resolution 2006-42. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Landry to adopt Resolution 2006-42. *Seconded by Mr. Scott.*

Council discussed that the exhibits and legal description of the property were missing and wants them included with the agreement before the Mayor signs, and when he signs it locks in the \$8,800,000.

AYE Yelding, Lake, Scott, Landry, Palumbo, Burnam NAY Barnette

MOTION CARRIED

ORDINANCES:

1ST READ

- a.) Aronov Development Agreement/Ordinance 2006-31
- b.) Annexation: Reynolds Property located on the Corner of US Hwy 98 and McIntyre Street...../Ordinance 2006-32
- c.) Authorizing Issuance of 2006 Refunding & Capital Improvement Warrants...../Ordinance 2006-35
- d.) Appropriation of Funds: Trail Blazers...../Ordinance 2006-36

ORDINANCE 2006-31 WAS MADE RESOLUTION 2006-42

MOTION BY Mrs. Barnette to suspend the rules to consider Ordinance 2006-35. *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 2006-35. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

MOTION BY Mrs. Barnette to adopt Ordinances 2006-35. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

ORDINANCES 2006-32 AND 2006-36 WERE MADE 1ST READ

Mr. Palumbo stated that there is a time line for Ordinance 2006-36 and wanted to consider the Ordinance tonight.

MOTION BY Mr. Palumbo to suspend the rules to consider Ordinance 2006-36. *Seconded by Mr. Lake.*

ROLL CALL VOTE

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

AYE Yelding, Scott, Landry, Palumbo, Burnam NAY Barnette, Lake

MOTION CARRIED

ORDINANCE 2006-36 REMAINED A 1ST READ

8. COUNCIL COMMENTS

Mr. Yelding stated that during the last several meetings they have gotten involved in what should go through committees and what shouldn't go through committees. He feels that they should have a work session to determine what should go through what committees and what committees is responsible for what. Then when cases as what Mr. Eady brought before them tonight they will not have to get up there and argue the point of where it should have come.

Mrs. Barnette stated that it is very hard to sit there in a professional manner and instill confidence in the community when they are given stuff last minute, and not given information, for example, the land swap, they did not have information and all are asking to do something right now. She stated that if it is an emergency, she does not have a problem with it, but when you are asking to make a land swap for example, they are just getting information, and some people already have it, she has a problem with right now with no information. She said it is the same thing with switching up ordinances, she said that she liked the idea that the Aronov agreement was in Ordinance form, had they done the CID that they had previously discussed, it would have had a public comment period. She stated that they have had no real input on this project from the community. She stated that she would like to see more support for the Council in information from the services that they hire, that will not give it to them at 6:30 sitting at their table and they don't have time to look at something, and then be asked to make decisions. Mrs. Barnette said the rigmarole that they had about Executive Sessions regarding the Education Committee, she said they have asked these questions and they look stupid, and it is extremely frustrating to her. She said that they are all trying to do an excellent job for the city, and they need a little help when they ask these questions, or they have to be willing if they are not getting the answers that a development agreement or whatever they are considering that night will just not happen. Mrs. Barnette stated that she does not like doing business this way.

Mr. Lake stated that he is not against doing online auctions. He said that everything they do in the city they compare prices before they make a decision. He said tonight they gave several bid awards and they are far less than \$50,000, and now they are allowing the sell of \$50,000 worth of vehicles or anything and set a precedent of what company it is, it is the "good ole boy" system of who everybody knows. Mr. Lake said that they need to look at all the companies and see what they charge, and to see what it will cost if the city does it. He thinks there are less expensive ways of selling the surplus. He thinks they need to find out the track record of the company.

Mr. Scott stated that a wise man once told him not to major in minors. He said that the Finance Department and the Mayor have saved the city a lot of money, millions of dollars, and for them not to give them trust to execute a sale of some surplus vehicles that they know are worn out, to him that is majoring in minors.

Mr. Palumbo thanked the City employees who put on a lunch last Friday as a fund raiser for the Relay for Life, and he understands a couple of hundred dollars was raised, and he wanted to commend them. He pointed out that the Daphne Bocci Club hosted some teams from Gulf Shores this past weekend that came and played on the city's courts and he has heard some very positive comments about the surface and the

fact that it is a very good outdoor surface. He thanked the Recreation and Public Works Departments for keeping the courts up. He said that they have two of the players at the meeting, Mr. Guarisco and Mr. Drummond, who also help keep the courts in nice condition, and he thanked them for their help.

Council President Burnam stated regarding the School Committee meeting with the School Board, he said that if not tonight, then no later than tomorrow they need to get together with the Mayor and form a game plan and contact the Board no later than Wednesday morning if at all possible. He stated that he had lost his cool earlier regarding the changing of the name of the street, and it was not directed at anyone, it was directed at the situation. He said he does not know what the right procedure is. He instructed the City Clerk to find out what the right procedure is, and to put the information in a memo so that they will all know, and to send it to all department heads so that everyone knows and they are all on the same page. He stated that is the way that it needs to be handled.

9. ADJOURN

MOTION BY Mrs. Lake to adjourn. *Seconded by Mr. Scott.*

AYE ALL IN FAVOR NAY NONE OPPOSED MOTION CARRIED

THERE BEING NO FURTHER BUSINESS TO DISCUSS, THE MEETING ADJOURNED AT 8:30 P.M.

Respectfully submitted by,

David L. Cohen, City Clerk, MMC

Certification of Presiding Officer:

Greg Burnam
Date & Time Signed: _____

**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

MEMORANDUM

Motion

CITY of DAPHNE...DIVISION of PUBLIC WORKS

**To: Mayor Fred Small
Kim Briley, Finance Director
Finance Committee**

**From: Ken Eslava, Director
Public Works Division**



Date: April 25, 2006

Re: Emergency Repairs...Knuckleboom Truck #796

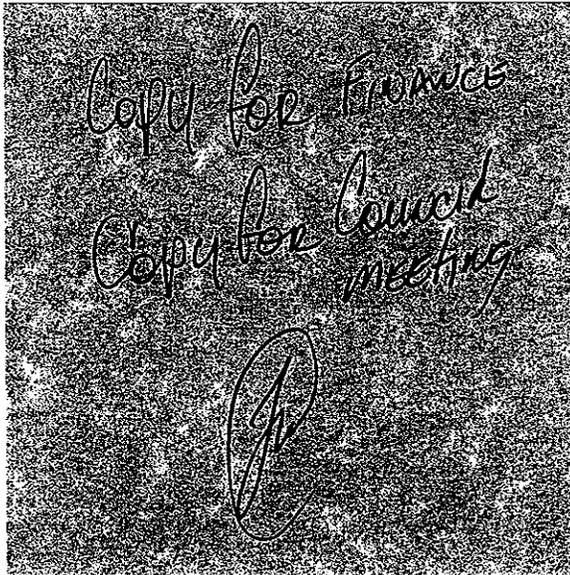
As you may be aware, we are in the midst of a very active trash collection season, and we have had to shut down one of our front line knuckleboom trucks due to structural failure of the boom arm itself. With this vehicle out of commission, we are beginning to invest heavy overtime in attempting to keep up with our workloads. As well, by this truck being out of service, our other trucks will see abnormal hours of wear and tear which could force a breakdown on them.

Because of its extreme importance, I am requesting that you declare this an emergency repair. By declaring the repair an emergency, we can deliver the truck to our preferred vendor and waive the tedious process of writing specifications, putting the repair out for public bid, bid tabulations and bid award. That process takes a number of weeks, which will keep our truck off the road by that length of time.

I again, recommend that you declare this repair an emergency and allow me to get this truck into the repair shop for immediate work. Mayor Small has granted us the use of encumbered funds for this work, so there will be no need for a budget amendment. The repairs are in the amount of \$25,730.00, for which I have attached a quotation from Ramer Manufacturing, Inc.

As a footnote, Ramer Manufacturing is the engineer and manufacturer of the Ramer 3000 Loader arm which we intend to install during this Repair, and is one of only two manufacturers who build these arms for this type of truck. This product has proven to be a dependable performer, and as well, comes highly recommended by our mechanics.

The existing Peterson arm has consistently failed over the years, all of which we have replaced with the Ramer arm.



Copy for Finance
Copy for Council meeting
R

QUOTATION

RAMER MANUFACTURING, INC.
 520 Paulk Road
 Ramer, AL 36069

Quote Number:
 121

Quote Date:
 Apr 10, 2006

Page:
 1

Quoted to:
 The City of Daphne
 P.O. Box 400
 Daphne, AL 36526

Customer ID	Good Thru	Payment Terms	Sales Rep
DAPHNEAL	5/10/06	Net 15 Days	Toni Smith

Quantity	Item	Description	Unit Price	Extension
1.00	SCOW3000-SUC	Scowbody 3000 Trash Loader with Stand up Controls, slide boom, slide outriggers. Removing a Peterson loader Installing a Ramer 3000 Loader	25,730.00	25,730.00

Subtotal	25,730.00
Freight	
Total	25,730.00

AIG BAKER
SHOPPING CENTER PROPERTIES, L.L.C.

March 22, 2006

Via Overnight Federal Express 251/621-9000

Mayor Fred Small
City of Daphne
1705 Main Street
Daphne, Alabama 36526

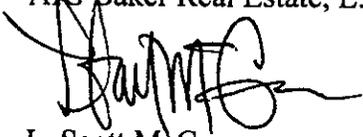
Dear Mayor Small:

Please find enclosed support documents for the proposed land swap in the Jubilee Square Shopping Center between AIG Baker Daphne, L.L.C. and the City of Daphne. I have enclosed a land swap exhibit prepared by our engineer's survey department and a copy of a site plan with the subject properties highlighted. As per our discussions, the swap is for equal parcels of land totaling 12,413 square feet each and would enable AIG Baker to work to bring Starbuck's to Jubilee Square. I believe all the other necessary paperwork should be in with Mr. Eady at this time.

The existing city owned parcel is highlighted in yellow on the attached site plan and the proposed parcel for exchange is highlighted in orange. Please let me know if you need anything else at this time.

I sincerely appreciate all of your help with our efforts on this deal. If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,
AIG Baker Real Estate, L.L.C.


L. Scott McGee
Director of Leasing

Cc: Andrew Lewis
Julie Corman

**CITY OF DAPHNE
PLANNING DEPARTMENT
SITE PLAN APPLICATION**

Applicant Number: _____

Date Plat Submitted: _____

Date Presented: _____

Name of Site Jubilee Square

Name of Applicant: AIG Baker Daphne, L.L.C.

Address: 1701 Lee Branch Lane Birmingham AL 35242 Telephone # 205-969-1000
(Street or P.O. Box) (City) (State) (Zip)

Name of Owner, if other than applicant: N/A Telephone # _____

Name of Agent, if other than applicant: None Telephone # _____

Name of Engineer/Architect: LAI Engineering Telephone # 770-423-0807

Site Location: East of US Highway 98 on Highway 90

Total Acreage or Size of Property: Shopping Center = 51.37 ac. Project Area Approx. = .5 ac

Water Source: Public - City of Daphne Sewer Source: Public - City of Daphne

Description of a proposed site: SEC 31, TWP 45, RNG 2E, MAP BOOK *, PAGE *.

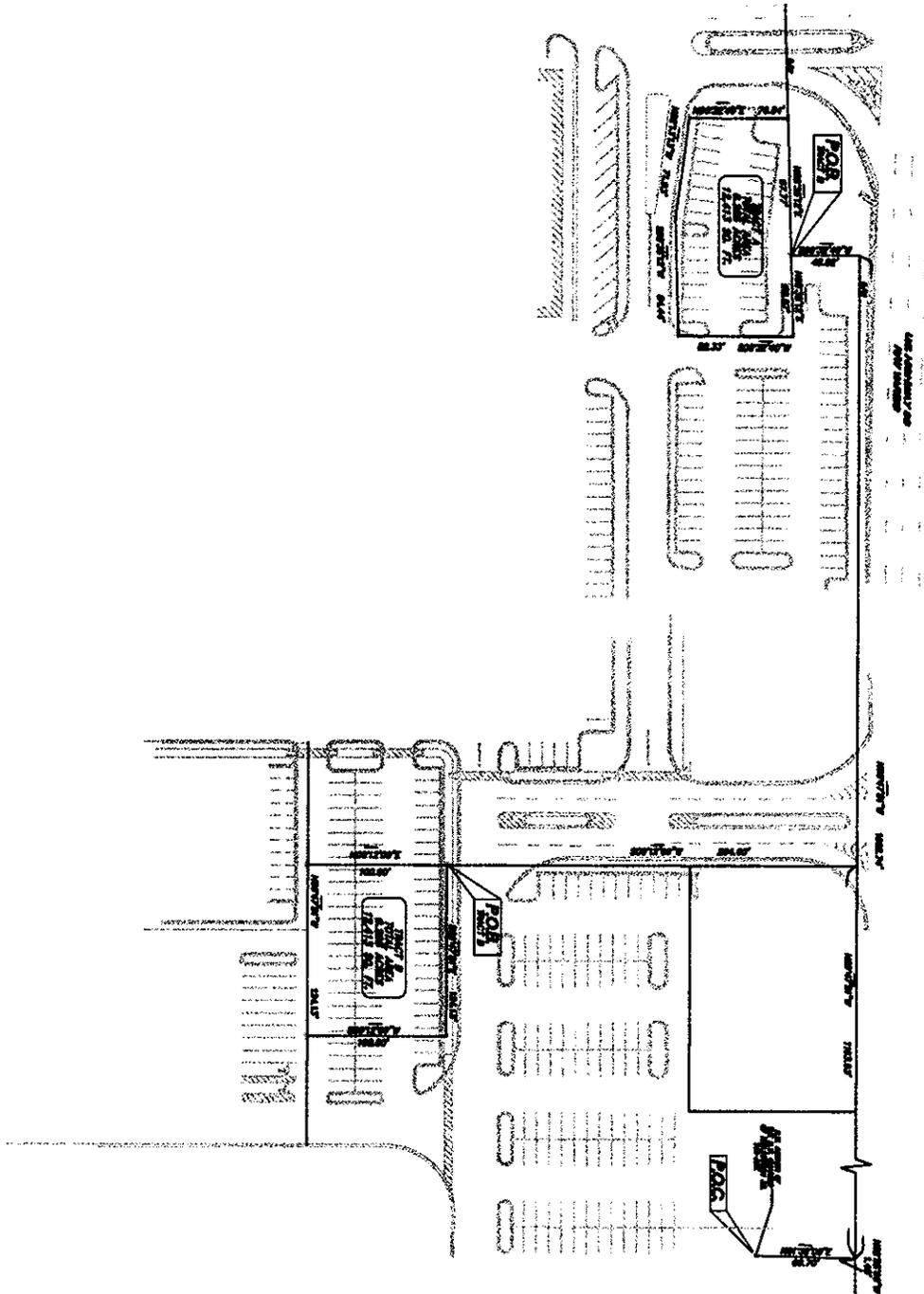
*Jubilee Square Subdivision Resubdivision of Lot 3; Slide Number 2079-A

DATED 5/22/02 or if Metes and Bounds, attach a legal description on a separate plan sheet. Is Staged Development proposed? No If YES, a Master Plan is required, sufficient in scope and detail to substantially reflect the FINAL and COMPLETE DEVELOPMENT.

The undersigned acknowledges that approval shall be authorization to begin work, subject to the issuance of a Site Disturbance Permit. Such approval shall become void after one (1) year from the date of approval if no such permit has been acquired and/or no building construction activities have occurred.

Ralph C. McElroy
SIGNATURE OF APPLICANT or AUTHORIZED REPRESENTATIVE

THIS EXHIBIT IN NO WAY CONSTITUTES A BOUNDARY SURVEY



THIS IS A PRELIMINARY SURVEY AND SHOULD NOT BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF LAI ENGINEERING AND EMERSON REAL ESTATE, LLC. ANY REVISIONS TO THIS SURVEY SHALL BE MADE BY A LICENSED SURVEYOR AND SHALL BE INDICATED BY A REVISION TABLE.

THIS IS A PRELIMINARY SURVEY AND SHOULD NOT BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF LAI ENGINEERING AND EMERSON REAL ESTATE, LLC. ANY REVISIONS TO THIS SURVEY SHALL BE MADE BY A LICENSED SURVEYOR AND SHALL BE INDICATED BY A REVISION TABLE.



DATE: 10/1/11
 SCALE: 1"=40'
 SHEET NO. 1 OF 1
 DRAWN BY: [Name]
 CHECKED BY: [Name]

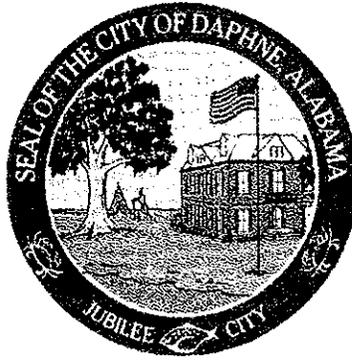


LAI ENGINEERING
 PARKWAY CENTER -
 900 PARKWAY PL. - STE 780
 SARASOTA, FL 34237
 PHONE 774-882-0277
 FAX 774-882-0277
 WWW.LAIENGINEERING.COM

PREPARED FOR:
 AND EMERSON REAL ESTATE, LLC
 10000 BIRCHDALE LANE
 BIRMINGHAM ALABAMA 35244
 (205) 988-8200

PROJECT:
 EXHIBIT PLAN
 JOSEPH SODARSKI ET AL V. JOSEPH SODARSKI ET AL
 DALLAS, TX
 REGIONAL 200-407
 1-800-200-1001

FRED SMALL
MAYOR
DAVID L. COHEN, MMC
CITY CLERK
KIMBERLY M. BRILEY
FINANCE DIRECTOR/TREASURER
DAVID B. CARPENTER II
CHIEF OF POLICE
A. MUND HANSON
FIRE CHIEF



COUNCIL MEMBERS

BAILEY YELDING, JR.
DISTRICT 1
CATHY BARNETTE
DISTRICT 2
JOHN L. LAKE
DISTRICT 3
GREG W. BURNAM
DISTRICT 4
RON SCOTT
DISTRICT 5
REGINA LANDRY
DISTRICT 6
AUGUST A. PALUMBO
DISTRICT 7

March 22, 2006

Mr. William H. Eady
City of Daphne – Community Development
26051 Equity Drive
Daphne, Alabama 35262

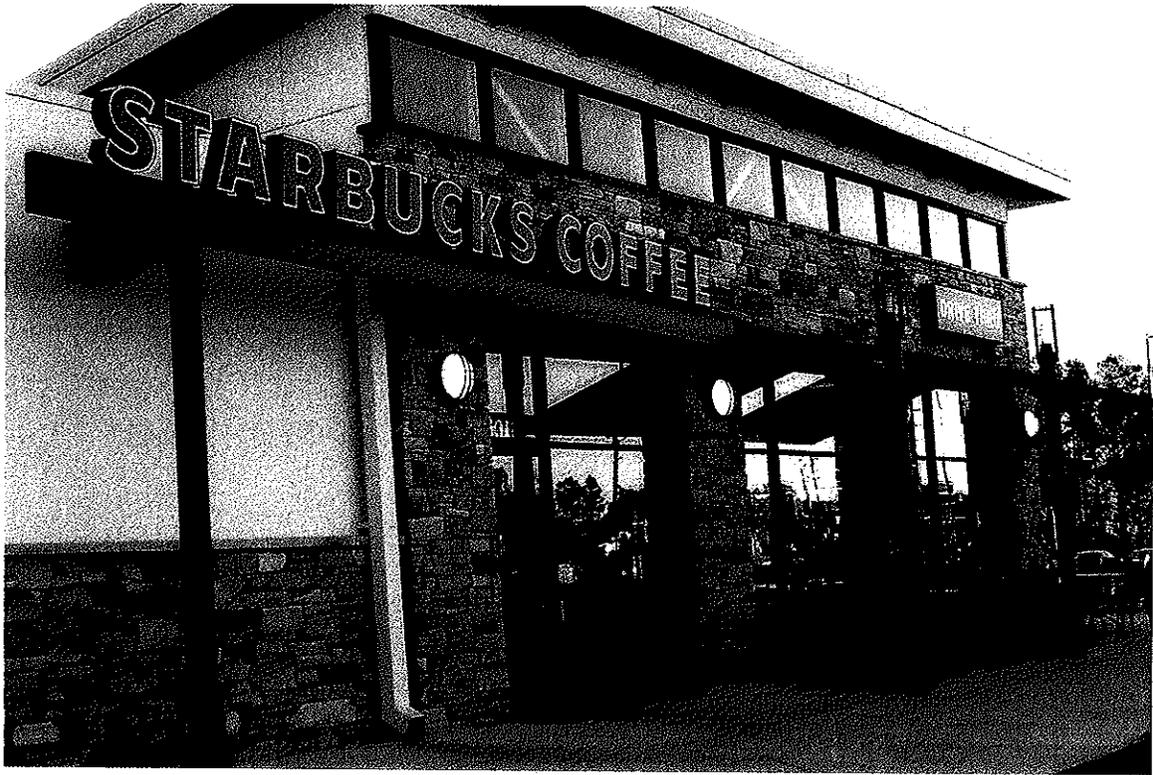
Dear Mr. Eady:

Please accept this letter as authorization for AIG Baker Daphne, L.L.C., a Delaware limited liability company, to act as agent on behalf of the City of Daphne in the site plan review process for Starbucks in Jubilee Square Shopping Center.

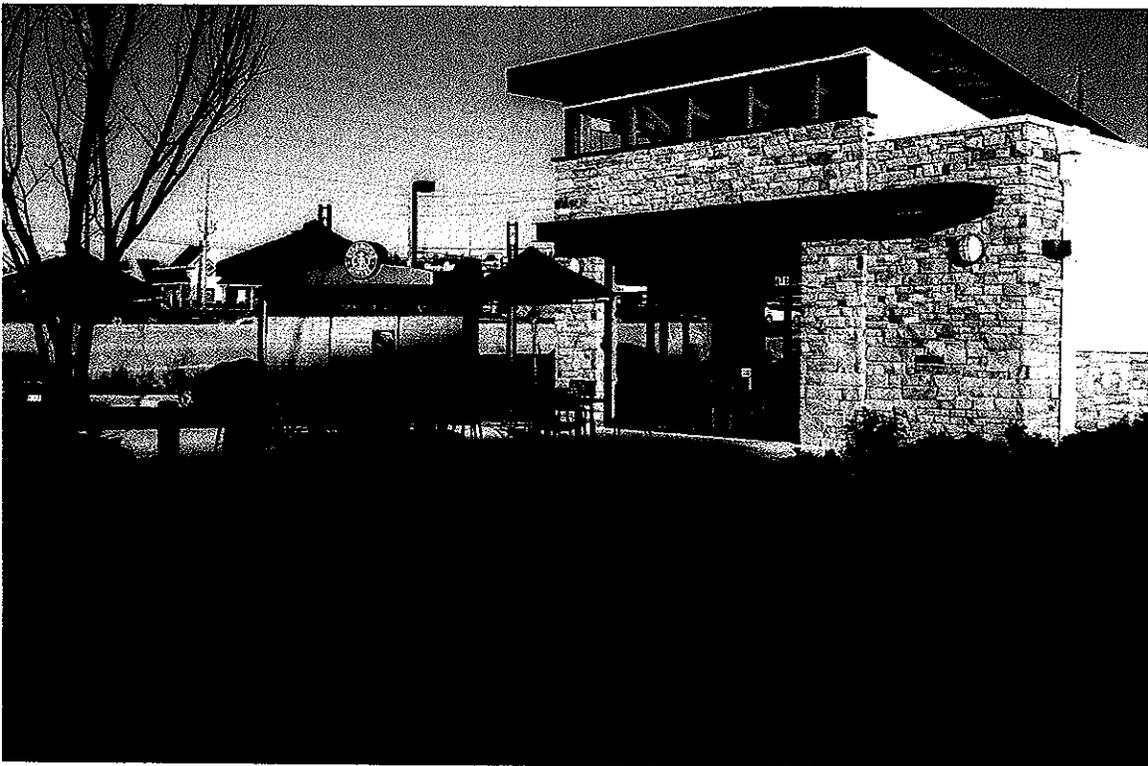
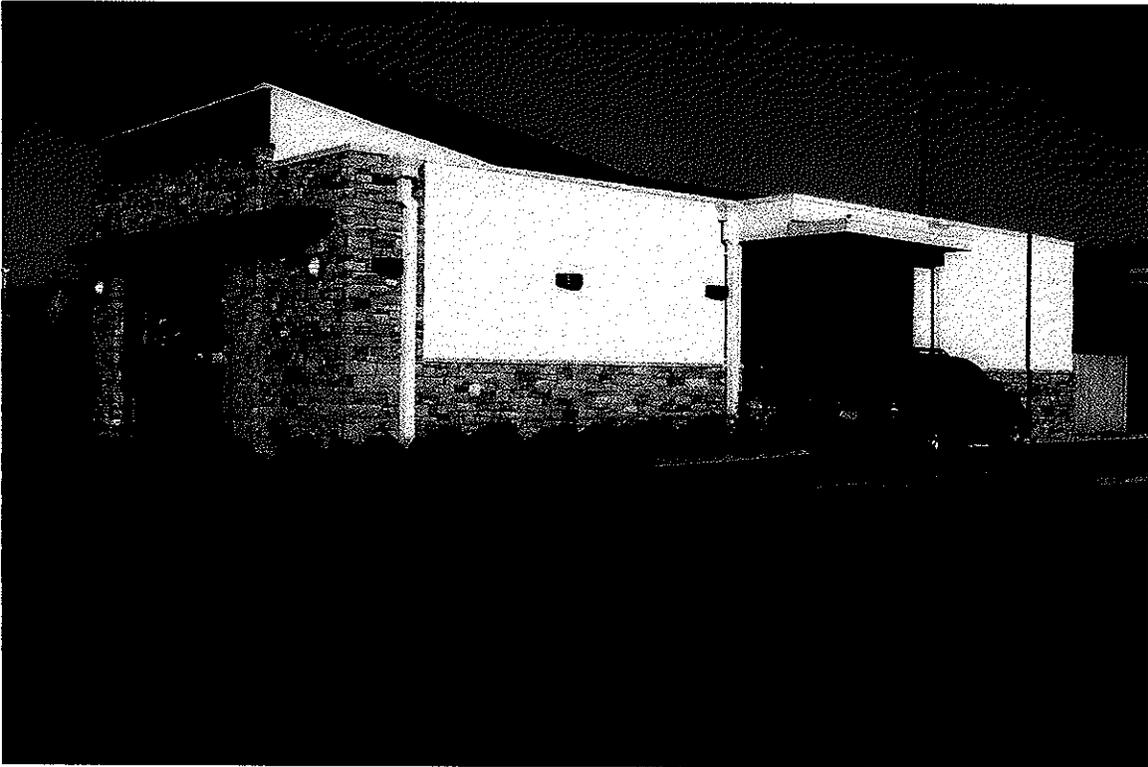
If you have questions or need additional information, please do not hesitate to contact me.

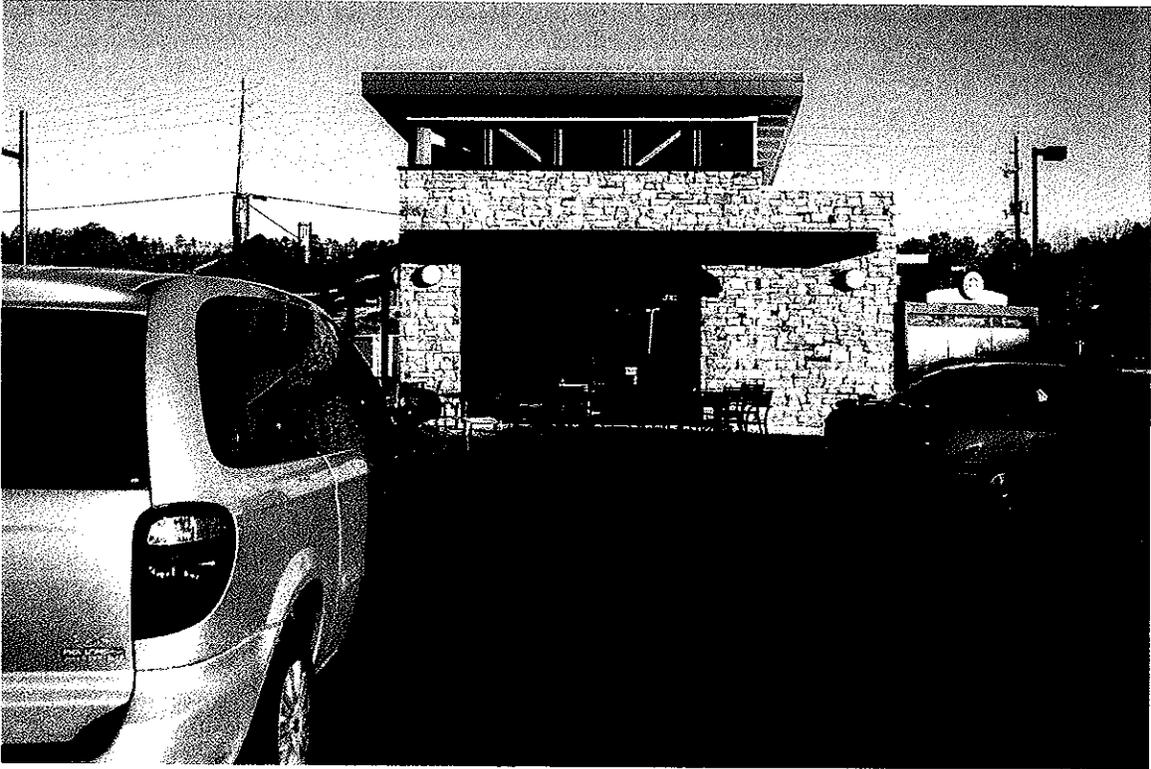
Sincerely,

Mayor Fred Small
City of Daphne, Alabama









COPY

This instrument was prepared by:

Gail Livingston Mills, Esq.
Burr & Forman LLP
3100 SouthTrust Tower
Birmingham, AL 35203

Send Tax Notice to:
The City of Daphne
P.O. Box 400
Daphne, Alabama 36528

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2002 April - 1 4:14PM
Instrument Number 651254 Pages 16
Recording 48.00 Mortgage
Deed Min Tax 1.00
Index DP
Archive 3.00
Adrian T. Johns, Judge of Probate

STATE OF ALABAMA)
COUNTY OF BALDWIN)

STATUTORY WARRANTY DEED
WITH DECLARATION OF COVENANTS AND RESERVATION OF EASEMENTS

THIS STATUTORY WARRANTY DEED WITH DECLARATION OF COVENANTS AND RESERVATION OF EASEMENTS (this "Indenture") is made as of the 1st day of April, 2002, between AIG BAKER DAPHNE, L.L.C., a Delaware limited liability company, as grantor ("Developer"), and THE CITY OF DAPHNE, ALABAMA, a municipality organized and existing under the laws of the State of Alabama, as grantee ("City").

WITNESSETH:

Developer, for and in consideration of the sum of Five Million Seven Hundred Thousand and no/100 Dollars (\$5,700,000.00), and other good and valuable consideration to Developer in hand paid by City, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the City and City's successors and assigns forever, that certain real property, situate, lying and being in the County of Baldwin, State of Alabama, that is described in Exhibit A hereto and incorporated herein by this reference (the "Public Land"), subject, however, to the following:

1. The Public Land is conveyed certain to subject to certain covenants declared hereunder by the Developer, which such covenants are more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Covenants"), and the Public Land shall be held, transferred, sold, conveyed and occupied subject to the Covenants, all of which shall be construed as and deemed to be covenants running with the land and which shall be binding upon the Public Land; and
2. The Public Land is hereby conveyed subject to certain perpetual, nonexclusive easements declared by the Developer under the Covenants, and which such easements are described on Exhibit B attached hereto; and.
3. This conveyance and the title conveyed hereto is subject to those certain items set forth in Exhibit C attached hereto and incorporated herein by this reference ("Permitted Exceptions").

TO HAVE AND TO HOLD the Public Land unto the City and the City's successors and assigns, forever.

AND THE DEVELOPER will warrant and forever defend the right and title to the above described property unto the City against the claims of Developer and all others claiming by or under Developer, subject, however, to the Covenants, the easements described in Exhibit B attached hereto, and the Permitted Exceptions.

IN WITNESS WHEREOF, the parties have caused this Indenture to be properly executed as of the day and year first above written.

DEVELOPER:

AIG BAKER DAPHNE, L.L.C.
a Delaware limited liability company

BY: AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C., a Delaware
limited liability company
Its Sole Member

By: *Alex D. Baker*
Its: President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alex D. Baker, as President of AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, as Sole Member of AIG Baker Daphne, L.L.C., a Delaware limited liability company, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, executed the same voluntarily and with full authority for and as the act of said limited liability company, acting in its capacity as aforesaid.

Given under my hand and seal, this 28th day of March, 2002.



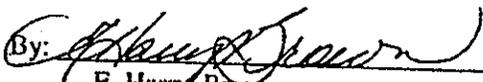
Sharon Leigh Eason
NOTARY PUBLIC
My Commission Expires: 01/02/06

[Signatures Continued on Next Page]

DECLARATION OF COVENANTS AND RESERVATION OF EASEMENTS]

CITY:

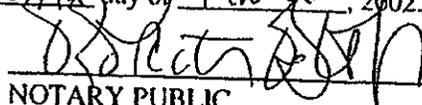
THE CITY OF DAPHNE, ALABAMA
a municipality organized and existing under the laws
of the State of Alabama

By: 
E. Harry Brown
Its Mayor

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that E. Harry Brown, as Mayor of The City Daphne, Alabama, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, executed the same voluntarily and with full authority for and as the act of said municipality.

Given under my hand and seal, this 29th day of March, 2002.


NOTARY PUBLIC

My Commission Expires: 5-2-04

(SEAL)

EXHIBIT A

DESCRIPTION OF PUBLIC LAND

Lot 6, According to the Plat of Jubilee Square Subdivision, recorded in Slides #2023-A and 2023-B in the Office of the Judge of Probate of Baldwin County, Alabama, and being more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of the Northwest Quarter of Section 32, Township 4 South, Range 2 East, Baldwin County, Alabama, run N 01° 36' 00" E 69.70 feet to a point; thence run N 02° 55' 00" W 1.48 feet to a point on the South right of way line of U.S. Highway 90; thence along said South right of way line of U.S. Highway 90 run N 89° 47' 51" W 840.74 feet to the point of beginning of the property herein described; thence run S 00° 12' 09" W 394.00 feet to a point; thence run N 89° 47' 51" W 88.58 feet to a point; thence run S 00° 12' 09" W 116.28 feet to a point; thence run S 89° 47' 51" E 136.14 feet to a point; thence run N 00° 12' 09" E 116.28 feet to a point; thence run S 89° 47' 51" E 154.44 feet to a point; thence run S 00° 12' 09" W 255.45 feet to a point; thence run S 89° 47' 51" E 189.76 feet to a point; thence run N 00° 12' 09" E 85.66 feet to a point; thence run S 89° 47' 51" E 203.00 feet to a point; thence run S 00° 12' 09" W 334.88 feet to a point; thence run N 89° 56' 10" E 251.80 feet to a point; thence run N 00° 01' 38" E 25.00 feet to the Southwest corner of Lot 1, Jubilee Mall Subdivision, according to plat recorded on Slide No. 1905-B of the Probate Court Records of Baldwin County, Alabama; thence along the South boundary of said Lot 1, run N 89° 56' 10" E 169.49 feet to a point; thence continuing along said South boundary of said Lot 1 run N 00° 00' 14" E 84.44 feet to a point; thence continuing along said South boundary of Lot 1, run S 89° 58' 22" E 631.26 feet to an iron pin at the Southeast corner of said Jubilee Mall Subdivision, said point also being on the West boundary line of Lake Forest, Unit No. 7 as shown on map or plat recorded in Map Book 7, Page 94 in the office of the Judge of Probate, Baldwin County, Alabama; thence along said West boundary line of Lake Forest, Unit No. 7, run S 42° 02' 06" E 111.52 feet to a iron pin; thence continuing along said West boundary line of Lake Forest, Unit No. 7, run S 00° 03' 04" W 81.77 feet to an iron pin on the 20 foot contour boundary line; thence run Westwardly, Southwestwardly and Northwestwardly along said 20 foot contour boundary line, a distance of 2,465 feet, more or less, to a point which is 65 feet East of the centerline of Lake Forest Dam as measured at right angles; thence run N 57° 20' E and parallel with said centerline of Dam, a distance of 80.00 feet to a point; thence run N 32° 40' W 503.18 feet to a point; thence run N 01° 34' 51" W 520.63 feet to a point; thence run N 75° 30' 05" W 6.97 feet to the P.C. of a curve to the right, said curve having a central angle of 24° 41' 19" and a radius of 316.00 feet; thence along the arc of said curve run Northwestwardly 136.16 feet to a point which bears N 63° 09' 25" W 135.11 feet from the last described point, said point being on the West boundary of the aforementioned Jubilee Mall Subdivision; thence along said West boundary of Jubilee Mall Subdivision, run S 88° 35' 04" W 49.47 feet to a point; thence continuing along said West boundary run N 01° 24' 56" W 149.88 feet to a point on the aforementioned South right of way line of U.S. Highway 90; thence along said South right of way line run N 88° 35' 12" E 421.65 feet to a point; thence continuing along said South right of way line run N 00° 32' 40" E 48.82 feet to a point; thence continuing along said South right of way line run S 89° 47' 51" E 250.36 feet to a point; thence run S 00° 12' 09" W 141.40 feet to a point; thence run S 89° 47' 51" E 129.45 feet to a point; thence run N 00° 12' 09"

E 141.40 feet to a point on the aforementioned South right of way line of U.S. Highway 90; thence along said South right of way line run S 89° 47' 51" E 59.0 feet to the point of beginning; less and except the following described property; to find the point of beginning, commence at the Southwest corner of the Northwest Quarter of Section 32, Township 4 South, Range 2 East, Baldwin County, Alabama, and run N 01° 36' 00" E 69.70 feet to a point; thence run N 02° 55' 00" W 1.48 feet to a point on the South right of way line of U.S. Highway 90; thence along said South right of way line of U.S. Highway 90 run N 89° 47' 51" W 1279.55 feet to a point; thence continuing along said South right of way line of U.S. Highway 90 run S 00° 32' 40" W 48.82 feet to a point; thence continuing S 00° 32' 40" W run 123.61 feet to the point of beginning of the property herein described; thence run S 89° 47' 51" E 77.42 feet to a point; thence run S 00° 12' 09" W 482.08 feet to a point; thence run S 32° 40' 00" E 445.15 feet to a point; thence run N 57° 20' 00" E 450.65 feet to a point; thence run S 89° 47' 51" E 132.85 feet to a point; thence run S 00° 12' 09" W 109.50 feet to a point; thence run N 89° 47' 51" W 51.27 feet to a point; thence run S 72° 00' 50" W 64.63 feet to a point; thence run S 57° 52' 32" W 129.14 feet to a point; thence run S 51° 34' 31" W 136.89 feet to a point; thence run S 60° 29' 29" W 169.94 feet to a point; thence run N 32° 40' 00" W 105.05 feet to a point; thence run S 57° 20' 00" W 219.51 feet to a point; thence run N 32° 40' 00" W 507.51 feet to a point; thence run N 00° 12' 09" E 597.25 feet; thence run S 89° 47' 51" E 188.08 feet to the point of beginning. Net area of this parcel (after exception) = 18.98 Acres, more or less, and includes a portion of Lot 3, Jubilee Mall Subdivision, according to plat recorded on Slide No. 1905-B, of the Probate Court Records of Baldwin County, Alabama.

EXHIBIT B

DECLARATION OF COVENANTS AND RESERVATION OF EASEMENTS

1. **Covenants**. The Public Land will be used solely and exclusively for public parking, for ingress and egress to and from the Public Land and the Benefitted Lands (as hereinafter defined) and for the transmission of utilities, and for no other uses. Attached to this Indenture as Exhibit D is the Developer's for the Project, which shows the general layout for the Public Land. City agrees and acknowledges that the development of the Public Land, and the use thereof by the City and the public, shall be in strict accordance with the Site Plan, as the same may be revised by agreement of the City and the Developer from time to time (the "Site Plan"). Without limitation upon the foregoing, City shall keep, and shall cause its employees, agents, or designees to keep, all parking areas, sidewalks, aisles, and drive areas as shown on the Site Plan open for the free use (i.e., at no charge) thereof, and shall at no time allow such areas to be fenced or otherwise obstructed. City further agrees that it shall have no ability to make changes or improvements of any kind to the Public Land unless the same are first approved by the Developer and by any tenant of the Benefitted Land having approval rights with respect thereto. The restrictive covenants set forth in this Paragraph 1 are collectively referred to herein as the "Covenants."

2. **Amendment to Covenants**. Developer and City hereby reserve the right to amend the Covenants by their written consent. Any such amendment must be in writing, executed by a duly authorized officer of the Developer and the City, respectively, and recorded in the public records of Baldwin County, Alabama in order to be binding on the Developer and City.

3. **Term of Covenants**. The Covenants shall run with and bind all of the Public Land, shall inure to the benefit and be binding upon the Developer and City and their respective successors and assigns, and shall be and remain in effect until the earlier of (i) December 31, 2099, or (ii) such time as the Benefitted Lands cease to be used as a retail shopping center or other comparable use (e.g., a retail shopping mall)(other than temporary cessations in use incident to casualty or condemnation), or (iii) the City and the Developer agree that the Covenants should be terminated and execute a written termination agreement in form and content acceptable to both Developer and the City. Such termination agreement must be in writing, executed by a duly authorized officer of the Developer and the City, respectively, and recorded in the real estate records of Baldwin County, Alabama in order to be binding on the Developer and City.

4. **Easements for Ingress and Egress**. Developer hereby reserves, for the benefit of (i) Lots 3, 4, and 7 as shown on the Plat of Jubilee Square Subdivision, filed in Slides #2023-A and 2023-B, (which such lots are, as of the date hereof, owned by the Developer, and which are referred to herein as the "Developer Land"), (ii) Lot 5 as shown on the Plat of Jubilee Square Subdivision, filed in Slides #2023-A and 2023-B (which such Lot is, as of the date hereof, owned by O'Charley's, Inc., a Tennessee corporation (the "O'Charley's Land"), and (iii) Lots 1 and 2 as shown on the Plat of Jubilee Square Subdivision, filed in Slide No. # 2023A and 2023B as well as Lot 2 as shown on the Plat of Jubilee Mall Subdivision, filed in Slide No. 1905-B) (which such lots are, as of the date hereof, owned by the Jubilee Mall, L.L.C.), and (iv) Lot 1 as shown on the Plat of Jubilee

Mall Subdivision, filed in Slide No. 1905-B, which such land is owned, as of the date hereof, by Home Depot USA, Inc.) (the lands described in (i), (ii), (iii) and (iv) are collectively referred to herein as the "Benefitted Land") a non-exclusive, perpetual easement for ingress and egress over, across and under any and all drive aisles, or roadways ("Roadways Easement Premises") that are constructed on the Public Land consistent with the Site Plan. The Roadways Easement Premises shall be used as a nonexclusive easement for ingress and egress of motor vehicles, bicycles, mopeds, and pedestrians, over and across the Roadways Easement Premises. Said Roadways Easement Premises shall be held, transferred, sold, conveyed, and occupied subject to the Covenants, all of which shall be construed as, and deemed to be, shall be covenants running with the land for the benefit of the Public Land and the Benefitted Land. The Developer hereby grants to City a non-exclusive, perpetual easement for ingress and egress over, across and under any and all drive aisles, or roadways that are constructed on the Developer Land consistent with the Site Plan.

5. Easement for Utilities. Developer hereby further reserves, for the benefit of the Benefitted Land, a non-exclusive, perpetual easement over, across and under any and all Public Land for the installation, maintenance, repair, and replacement of the utilities that benefit all or a portion of the Public Land or the Benefitted Land, including without limitation, water, sanitary and storm sewer, electric, gas, cable television, and telephone; provided, that all transmission, distribution, and other lines and pipes shall be placed underground.

6. Enhancements.

(a) In the event Developer opts to construct on the Developer Land the shopping center improvements depicted on the Site Plan (the "Project"), Developer will construct certain site improvements on the Public Land, which site improvements will include, without limitation, clearing and grading certain portions of the Public Land, including any necessary undercutting, dewatering or stabilization of subgrades and compaction of soils (including surcharges), construction of the interior roads, aisles, and drive areas as shown on the Site Plan, construction of curb cuts and traffic signage, installation of certain utilities, site lighting, construction of parking areas, landscaping for common areas, all of which such improvements shall be made by Developer in accordance with and pursuant to the Site Plan (collectively, the "Enhancements"). City hereby grants to Developer, its employees, agents, and subcontractors, free and uninterrupted access over and across the Public Lands for purposes of constructing the Enhancements. Developer covenants and agrees that it will construct the Enhancements in substantial compliance with the Site Plan and with all applicable laws, ordinances, and regulations applicable thereto. City agrees that its review process of the Developer's civil and development plans will be the same as if the Public Lands were being retained by the Developer. Developer covenants and agrees that it will pay promptly all persons or entities supplying work or materials for the construction of the Enhancements. In the event that any materialmen's or mechanics' liens are filed against the Public Land in connection with Developer's construction of the Enhancements or the Project, Developer covenants and agrees that it will discharge or make other arrangements reasonably acceptable to 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.

(b) Developer will maintain general liability insurance with respect to the Public Land insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by the condition, use, or occupancy of the Public Land by the public. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State of Alabama, and shall contain limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate, with a \$10,000,000 umbrella policy, which such insurance shall be written on an occurrence basis and shall name the City as an additional insured, and shall provide that City shall receive not less than thirty (30) days written notice prior to cancellation. The City reserves the right to require reasonable increases in the amounts of such coverages from time to time so that such coverages remain consistent with then current generally accepted commercial standards for similar properties.

(c) Following the completion of construction thereof, Developer will be solely responsible for maintaining the Enhancements in good repair so as to keep the Enhancements at all times in a safe, sightly, good and functional condition to standards of comparable community shopping centers in the market area. Furthermore, Developer will be solely responsible for insuring that the Public Land and the Enhancements are at all time maintained in compliance with the terms and conditions of the Home Depot REA (as such term is defined in Exhibit C attached hereto) and with any other restrictions applicable to the Public Land. Without limitation upon the foregoing, Developer shall: keep the Public Land clean and free from refuse and rubbish; mow and otherwise maintain all landscaped areas within the Public Land; repair holes or breaks in the parking lot, and re-pave and re-stripe and replace markings on the surface of the parking areas and driveways from time to time as and when necessary so as to provide for the orderly parking of automobiles; maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of the Project; maintain all lighting for the Project; service, maintain, repair and replace, and pay the costs of any fees or charges in connection with all utility lines located within the Public Land; and otherwise cause all Enhancements to comply with all applicable requirements of law and governmental regulation. City agrees that Developer may enter into one or more management agreements appointing a third party to perform all or portions of the maintenance and repair of the Public Land; however, Developer shall remain the responsible party for maintenance of the Public Land.

7. Indemnifications.

(a) Developer shall defend, protect, indemnify, and hold harmless the City from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorneys fees and cost of suit, arising out of or resulting from any of the following (provided, however, that the foregoing indemnity shall not extend to acts of the City):

- (i) any construction activity performed under the Development Agreement (as hereafter defined) by the Developer, or anyone claiming by, through, or under Developer; and

- (ii) any loss of life, personal injury, or damage to property arising from or out of the use of the Public Land by any party, including, without limitation, tenants of the Project, customers and invitees of the Project; and
- (iii) any maintenance obligations, affirmative covenants, indemnification obligations, or any other obligation, cost, or expense arising under the Home Depot REA or the Dillard's Lease (as such terms are defined in Exhibit C attached hereto), it being the express intent of the parties that the City not incur any financial obligation under the Home Depot REA or the Dillard's Lease.

(b) Developer shall defend, protect, indemnify, and hold harmless the City against, and reimburse City for, any fines, charges, liabilities, reasonable expenses, and reasonable fees of environmental professionals, and reasonable attorney's fees incurred by City, in the event the Public Land or any part thereof is hereafter determined to be in violation of any Applicable Environmental Law (as hereafter defined), provided, however, that such indemnity shall not extend to acts of the City. As used herein, the term "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.

8. Ad Valorem Taxes. Developer shall make, so long as the Covenants and easements set forth in this Indenture shall remain in effect, payments in lieu of taxes in an amount which is equal to the taxes that would have been payable on the Public Land as if the Developer were the owner of the Public Land. Notwithstanding the foregoing, in the event Developer or its successors or assigns shall be required to pay taxes or to make other payments in lieu of such taxes with respect to the Public Land, then Developer shall receive a credit for the payments otherwise due hereunder to the extent such taxes or payments in lieu thereof are paid. All amounts payable under this Section 9 shall be paid directly to the officer of Baldwin County, Alabama charged with the collection of ad valorem taxes and a photocopy of the check by which payment is made, together with documentation of the calculation of the amount due hereunder, shall be furnished to the City. To the extent that it is possible to do so, Developer and the City shall cause the Public Land to be appraised and the amount of tax calculated as though the Public Land were subject to tax.

9. Transfer of Developer's Land. Notwithstanding anything herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any of Developer's Property by Developer to a third party shall constitute or be deemed a transfer of any of the rights herein reserved by Developer in these covenants unless express reference is made in such instrument of conveyance to the specific rights created in these Covenants which Developer is transferring to such third party. City shall have no right to assign its rights and duties under this Agreement to any party. Following completion of construction of the Enhancements as described

herein, the Developer may sell the Developer's Property to a third party, and may, at its option, endorse the Warrant being issued by the City in payment of the purchase price, or retain the same separate and apart from Developer's ownership of the Developer's Property. Notwithstanding any such assignment, the Developer shall remain liable for all indemnification obligations set forth herein; provided, however, that if the financial condition of transferee is acceptable to the City in the City's reasonable discretion and if the transferee agrees to assume all indemnification obligations of the Developer hereunder, the Developer shall be released from any further liabilities to the City as described herein.

10. No Right of Reverter. No restriction or provision of these Covenants is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of the Developer nor shall any such provision vest any reversionary interest in Developer.

11. Development Agreement. The City and the Developer as assignee of AIG Baker Development, L.L.C. have entered into a Development Agreement dated July 20, 2000, as amended by First Amendment and Supplement to Development Agreement dated December 21, 2000 (as amended, the "Development Agreement"), and the parties agree that the agreements, indemnities, terms and conditions set forth in the Development Agreement shall not be merged into this Indenture and shall survive the closing of the conveyance of the Public Lands to the City. To the extent of any inconsistencies between this Indenture and the Development Agreement, this Indenture shall control

EXHIBIT C

PERMITTED ENCUMBRANCES

1. Conveyance of all oil, gas and other minerals, and all rights in connection therewith as contained in deed from Lake Forest, Inc. to Diamondhead Corporation dated January 20, 1972 and recorded in Deed Book 421, Page 703, in the Probate Office of Baldwin County, Alabama.
2. Reciprocal Easement and Operation Agreement by and between Jubilee Mall, L.L.C., et al, and Home Depot U.S.A., Inc. dated June 11, 1999 and recorded at Instrument #514793, in said Probate Office.
3. Terms and Conditions of Memorandum of Agreement by and between Jubilee Mall, L.L.C., et al, and Home Depot U.S.A., Inc., dated October 4, 1999 and recorded at Instrument #514795 in said Probate Office (items 2 and 3 are collectively referred to herein as the "Home Depot REA").
4. All ad valorem taxes for the year 2002 due but not payable until October 1, 2002, and subsequent years.
5. Utility Easement in Northwest corner of property as shown on plat of Jubilee Square Subdivision recorded on Slides 2023-A and 2023-B, in said Probate Office (the "Jubilee Square Subdivision Plat"), and as shown on survey prepared by Donald F. Coleman, Ala. Reg. Surveyor No. 5421, dated September 19, 2000, revised September 25, 2000, and last revised September 25, 2000 (the "Survey"), and as cited in Deed recorded in Deed Book 499 NS, Page 576 in said Probate Office.
6. 2.5 foot tree trimming easement granted Riviera Utilities Company along a portion of the North line of property as shown on the Jubilee Square Subdivision Plat and on the Survey and as cited in Deed recorded in Deed Book 499 NS, Page 576 in said Probate Office.
7. Encroachment of guy anchor and power line along the North line as shown on the Jubilee Square Subdivision Plat and on the Survey and as cited in Deed recorded in Deed Book 499 NS, Page 576 in said Probate Office.
8. Easements for ingress, egress, drainage, and parking, and restrictive covenants set forth in Lease and Declaration of Restrictions between Jubilee Mall Company, Lessor and C.J. Gayfer and Company, Incorporated, Lessee, dated August 25, 1980 and recorded in Real Property Book 77, Page 599 in said Probate Office, as amended by First Amendment thereto dated June 11, 1999 and recorded at Instrument #514791 in said Probate Office.

9. Line Permit granted The Utilities Board of the City of Foley by Frank S. Morgan, Sherman W. Dreiseszun, Mersco-Realty Co., Inc., and Jubilee Mall Company dated November 3, 1980, and recorded in Real Property Book 82, Page 236 in said Probate Office as shown on the Jubilee Square Subdivision Plat and on the Survey.
10. Easement granted Lake Forest Utility Corporation by Frank S. Morgan, Sherman W. Dreiseszun and Mersco-Realty Co., Inc., as tenants in common and Jubilee Mall Company, as ground lessee, dated March 25, 1981 and recorded in Real Property Book 88, Page 1379 in said Probate Office as shown on the Jubilee Square Subdivision Plat and on the Survey.
11. Easement granted Lake Forest Utility Corporation by Frank S. Morgan, Sherman W. Dreiseszun and Mersco-Realty Co., Inc., as tenants in common and Jubilee Mall Company, as ground lessee, dated March 25, 1981 and recorded in Real Property Book 88, Page 1386 in said Probate Office, and as shown on the Jubilee Square Subdivision Plat and on the Survey.
12. Right of way Easement (line permit) granted South Central Bell Telephone Company by Jubilee Mall Company, dated April 30, 1981 and recorded in Real Property Book 93, Page 147 in said Probate Office, and as shown on the Jubilee Square Subdivision Plat and on the Survey.
13. Right of way of U.S. Highway No. 90 along the North margin of property as shown on the Jubilee Square Subdivision Plat and on the Survey.
14. Existing right of way for Baldwin County Highway 90 Connector located on the Northwest corner as shown on the Jubilee Square Subdivision Plat and on the Survey.
15. Power poles and power lines as shown on the Jubilee Square Subdivision Plat and on the Survey.
16. 5 Foot gas line easement as shown on the Jubilee Square Subdivision Plat and on the Survey.
17. 10 foot South Central Bell Telephone Company easement along the North line cited in Real Property Book 93, Page 147 in said Probate Office as shown on the Jubilee Square Subdivision Plat and on the Survey.
18. 5 foot and 1.5 foot South Central Bell Telephone Company easements along the North line as shown on the Jubilee Square Subdivision Plat and on the Survey.
19. Manholes as shown on the Jubilee Square Subdivision Plat and on the Survey.
20. Building setback line and drainage and utility line easements as shown on the Jubilee Square Subdivision Plat and on the Survey.

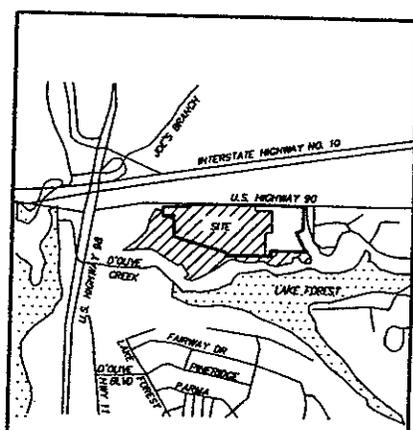
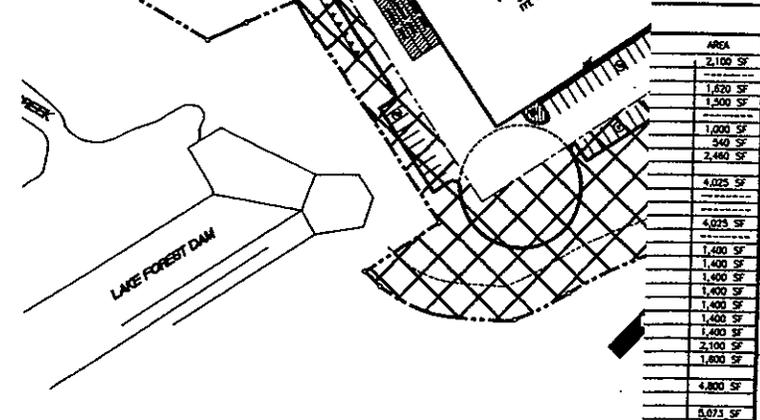
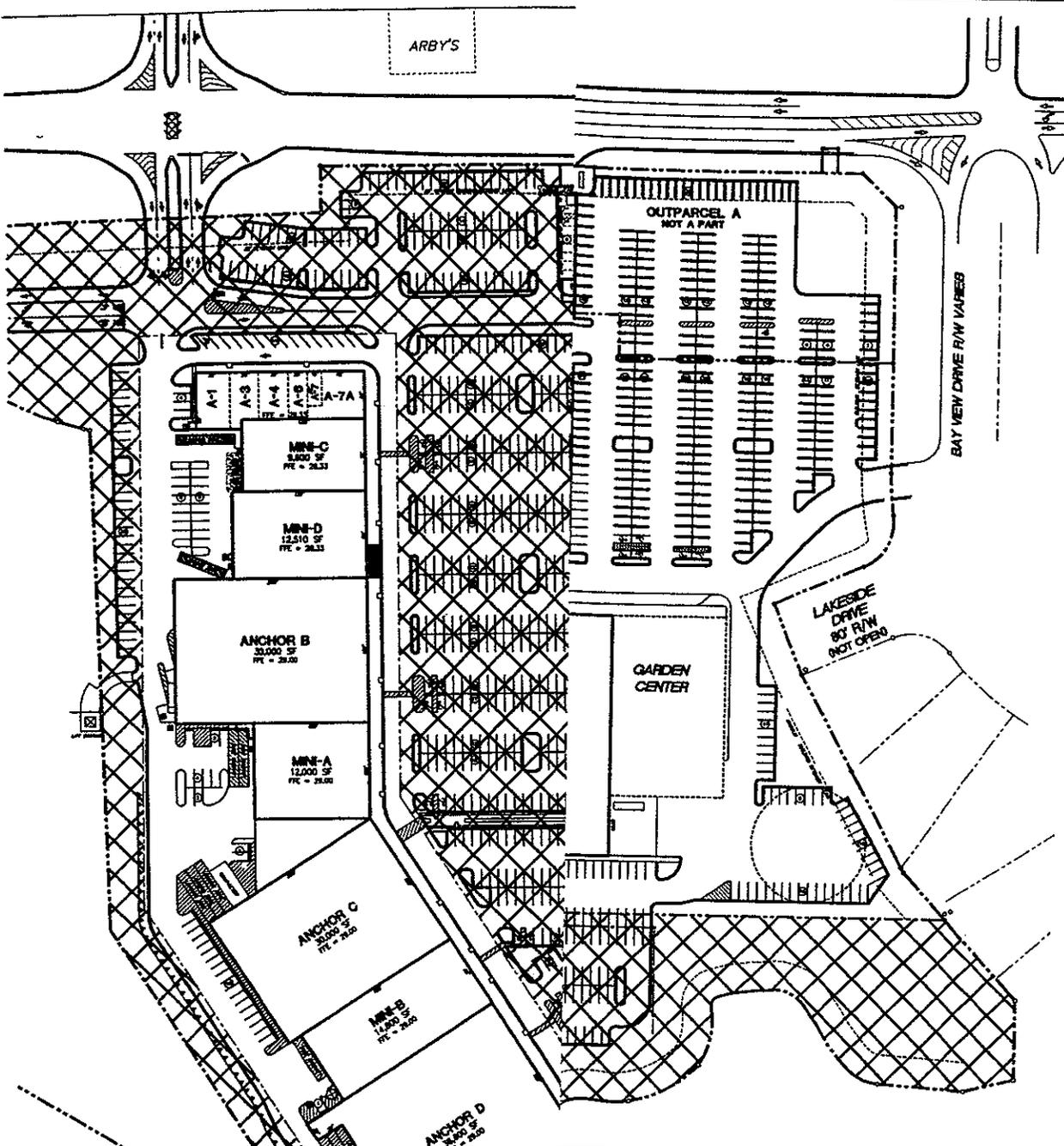
21. Gas line located along west and south line and southwest portion per the Jubilee Square Subdivision Plat and as shown on the Survey.
22. Drainage gates, inlets and pipes as shown on the Jubilee Square Subdivision Plat and on the Survey.
23. Sanitary sewer lines and water lines as shown on the Jubilee Square Subdivision Plat and on the Survey.
24. 20 foot sewer easement through subject property as shown on the Jubilee Square Subdivision Plat and on the Survey
25. 50 foot power line easement as shown on the Jubilee Square Subdivision Plat and on the Survey
26. Alabama Highway Department drainage easement recorded in Real Property Book 499, Page 576 in said Probate Office, and as shown on the Jubilee Square Subdivision Plat and on the Survey.
27. 50 foot water easement granted Lake Forest Utility Corporation, Inc. by Lake Forest, Inc. by instrument dated November 7, 1980 and recorded in Real Property Book 80, Page 704; as corrected in real Property Book 85, Page 682 as shown on the Jubilee Square Subdivision Plat and on the Survey
28. Easement granted The Utilities Board of the City of Daphne by Purcell Co., Inc. by instrument dated May 8, 1996 and recorded in Real Property Book 685, Page 1354 in said Probate Office as shown on the Jubilee Square Subdivision Plat and on the Survey
29. Subject to encroachment of picket fence located on Eastern property line of as shown on Survey dated July 6, 1999 by Seth W. Moore (Al. Reg. No. 16671), and further as shown on the Jubilee Square Subdivision Plat and on the Survey.
30. Subject to wetlands as shown on the Jubilee Square Subdivision Plat and on the Survey.
31. Rights of other parties, the United States of America or State of Alabama in and to the shore, littoral or riparian rights to the property described in Schedule "A" lying adjacent to Lake Forest Lake.
32. Easement granted to The Utilities Board of the City of Foley by Lake Forest, Inc. by instrument dated September 23, 1980 and recorded in Real Property Book 78, Page 1277 in said Probate Office, and as shown on the Jubilee Square Subdivision Plat and on the Survey.
33. Lift Station located on the South line as shown on the Jubilee Square Subdivision Plat and on the Survey.

34. Subject to the rights, easements, obligations, reservations and restrictions set forth in Exhibit C of that certain conveyance from AIG Baker Daphne, L.L.C. to O'Charley's, Inc. dated July 10, 2001 and recorded at Instrument #606516.
35. Subject to the reservations, easements, obligations and restrictions as set forth in Memorandum of Lease dated October, 2001 between AIG Baker Daphne, L.L.C. and the Rave Motion Pictures Daphne, L.L.C. and recorded at Instrument #623540.

751424.5

Exhibit C-4

Instrument 651254 Page 14 of 16



JUBILEE
AIG B&E

Lease negotiated by:
AIG Baker Real Estate, L.L.C.

VICINITY MAP

LEASE DIMENSIONS ARE TO THE OUTSIDE OF EXTERIOR WALLS & STOREFRONT, TO THE INSIDE OF WALLS ADJACENT MAIN EXTERIOR, TO THE CENTER LINE OF DECKING PATIORS AND TO THE NON-LEASEABLE SIDE OF PATIORS AT SPRINKLER ROOMS. AREAS ARE ROUNDED OFF TO THE NEAREST ONE-HALF SQUARE FOOT.

THIS EXHIBIT IS DIAGNOSTIC AND IS INTENDED ONLY FOR THE PURPOSE OF INDICATING THE LOCATION OF THE PREMISES IN THE SHOPPING CENTER. EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN THE LEASE, THE LANDLORD RESERVES THE RIGHT TO MAKE CHANGES IN THE SITE PLAN AS THE LANDLORD DEEMS NECESSARY OR APPROPRIATE.

THIS INSTRUMENT PREPARED BY:

Vickie L. Lawson, Esq.
C/o AIG Baker Shopping Center Properties, L.L.C.
1701 Lee Branch Lane
Birmingham, Alabama 35242

SEND TAX NOTICE TO:

O'Charley's, Inc.
3038 Sidco Drive
Nashville, Tennessee 37204

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF BALDWIN)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Nine Hundred Fifty Thousand and No/100 Dollars, in hand paid by O'Charley's Inc., a Tennessee corporation (the "Grantee"), to the undersigned grantor, AIG Baker Daphne, L.L.C., a Delaware limited liability company (the "Grantor"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee the following described real estate, situated in Daphne, Baldwin County, Alabama, Alabama, to-wit:

Lot 5, Jubilee Square Subdivision, as per plat recorded on Slide No. 2023-A and 2023-B of the Probate Court records of Baldwin County, Alabama, being more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section 32, Township 4 South, Range 2 East, Baldwin County, Alabama, run N 01° 36' 00" E 69.70 feet to a point; thence run N 02° 55' 00" W 1.48 feet to a point on the South right of way line of U.S. Highway No. 90; thence along said South right of way line of U.S. Highway No. 90 run N 89° 47' 51" W 899.74 feet to the Northeast Corner of Lot 5, Jubilee Square Subdivision, as per plat recorded on Slide No. 2023-A and 2023-B of the Probate Court records of Baldwin County, Alabama; said point being the point of beginning of the property herein described; thence along the east boundary of said Lot 5, Jubilee Square Subdivision, run S 00° 12' 09" W 141.40 feet to the Southeast Corner of said Lot 5, Jubilee Square Subdivision; thence along the South boundary of said Lot 5, Jubilee Square Subdivision, run N 89° 47' 51" W 129.45 feet to the Southwest Corner of said Lot 5, Jubilee Square Subdivision; thence along the West Boundary of said Lot 5, Jubilee Square Subdivision; run N 00° 12' 09" E 141.40 feet to the Northwest Corner of said Lot 5, Jubilee Square Subdivision, said point being on the aforementioned South right of way line of U.S. Highway No. 90; thence along said South right of way line of U.S. Highway No. 90, run S 89° 47' 51" E 129.45 feet to the point of beginning. Containing 18,304 square feet or 0.4202 Acres (hereinafter the "Property").

The Property is conveyed subject to the Permitted Title Encumbrances set forth on Exhibit A annexed hereto and those certain Restrictions on Improvements to the Property set forth on Exhibit B annexed hereto; the Easements and Maintenance Cost Obligations set forth on Exhibit C.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

Grantor does hereby for itself, its successors and assigns covenant with Grantee, its successors and assigns forever, that Grantor is lawfully seized in fee simple of said Property; that Grantor has done nothing to impair such title as Grantor received, and that said Property is clear from all encumbrances except for matters of record, including without limitation, the matters set forth on Exhibit A herein, that Grantor has a good right to sell and convey the Property as aforesaid; that Grantor and Grantor's heirs, executors and administrators will warrant and defend such title to the Property to said Grantee, their heirs and assigns forever against the lawful claims of all persons.

{SIGNATURE AND NOTARY CLAUSE ON THE FOLLOWING PAGE}

IN WITNESS WHEREOF, AIG Baker Daphne, L.L.C., a Delaware limited liability company, has caused this instrument to be executed by its duly authorized member, on this the 10th day of July, 2001.

AIG Baker Daphne, L.L.C.
A Delaware limited liability company

By: AIG Baker Shopping Center Properties, L.L.C.
A Delaware limited liability company
Its Sole Member

By: [Signature]
W. Ernest Moss
Is Executive Vice-President

State of Alabama)
County of Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that W. Ernest Moss, whose name as Executive Vice-President of AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, the sole member of AIG Baker Daphne, L.L.C., a Delaware limited liability company, is known to me and who provided me with a picture identification, and whose name is signed to the foregoing conveyance, and who acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as the Executive Vice-President of the sole member, and with fully authority, executed the same voluntarily on the date the same bears date as the act of the said limited liability company..

Given under my hand and official seal this 10th day of July, 2001.

[Signature]
Notary Public
State of Alabama
Commission Expires: January 2, 2002

SEAL

Exhibit A
Permitted Title Encumbrances

1. Conveyance of all oil, gas and other minerals, and all rights in connection therewith as contained in deed from Lake Forest, Inc. to Diamondhead Corporation dated January 20, 1972 and recorded in Deed Book 421 page 703, in the Probate Office of Baldwin County, Alabama.
2. Reciprocal Easement and Operation Agreement by and between Jubilee Mall, L.L.C., et al, and Home Depot U.S.A., Inc. dated June 11, 1999 and recorded at Instrument #514793.
3. Terms and Conditions of Memorandum of Agreement by and between Jubilee Mall, L.L.C., et al, and Home Depot U.S.A., Inc., dated October 4, 1999 and recorded at Instrument #514795 in said Probate Office.
4. 2.5 foot tree trimming easement granted Riviera Utilities Company along a portion of the North line of property as shown on the *Jubilee Square Subdivision Plat, on the Survey, and as cited in Deed recorded in Deed Book 499 NS, page 576.
5. Easements for ingress, egress, drainage, and parking, and restrictive covenants set forth in the Lease and Declaration of Restrictions between Jubilee Mall Company, Lessor and C. J. Gayfer and Company, Incorporated, Lessee, dated August 25, 1980 and recorded in Real Property Book 77, page 599 in said Probate Office, as amended by First Amendment thereto, dated June 11, 1999 and recorded at Instrument #514791 in said Probate Office.
6. Right of way Easement (line permit) granted South Central Bell Telephone Company by Jubilee Mall Company, dated April 30, 1981 and recorded in Real Property Book 93, page 147 in said Probate Office and as shown on the *Jubilee Square Subdivision Plat and on the Survey.
7. Existing right of way for Baldwin County Highway 90 Connector located on the Northwest corner as shown on the *Jubilee Square Subdivision Plat and on the Survey.
8. Power poles and power lines as shown on the *Jubilee Square Subdivision Plat and on the Survey.
9. 10 foot South Central Bell Telephone Company easement along the North line as shown on the *Jubilee Square Subdivision Plat, on the Survey, and cited in Real Property Book 93, page 147.
10. 5 foot and 1.5 foot South Central Bell Telephone Company Easements along the North line as shown on the *Jubilee Square Subdivision Plat and on the Survey.
11. Manholes as shown on the *Jubilee Square Subdivision Plat and on the Survey.
12. Building setback line and drainage and utility line easements as shown on the *Jubilee Square Subdivision Plat and on the Survey.
13. Drainage grates, inlets and pipes as shown on the *Jubilee Square Subdivision Plat and on the Survey.
14. Subject to the encroachment of picket fence located on Eastern property line of as shown on Survey dated July 6, 1999 by Seth W. Moore (Al. Reg. No. 16671), and further shown on *Jubilee Square Subdivision Plat and on the Survey.
15. Subject to wetlands as shown on the *Jubilee Square Subdivision Plat and on the Survey.
16. Rights of other parties, the United States of America or State of Alabama in and to the shore, littoral or riparian rights to the property described in Schedule "A" lying adjacent to Lake Forest Lake.
17. Terms and conditions of the Non-disturbance and Attornment Agreement by and between Frank S. Morgan, Sherman W. Dreiseszun and Mersco-Realty Co., Inc. (ground lessor) and

C. J. Gayfer and Company, Incorporated (lessee), dated August 25, 1980 and recorded in Real Property Book 77, page 643.

18. Lift Station located on the South line as shown on the *Jubilee Square Subdivision Plat and on the Survey.
19. Any claim arising by reason of record and actual distances and bearings not being the same as shown on the *Jubilee Square Subdivision Plat and on the Survey.
20. All taxes for the year 2001 due but not payable until October 1, 2001, and subsequent years.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

*All references to the "Jubilee Square Subdivision Plat" refer to the plat recorded on Slides #2023-A and 2023-B, in the Office of the Judge of Probate of Baldwin County, Alabama and all references to the "Survey" refers to the Survey prepared by Donald F. Coleman, Ala. Reg. Surveyor No. 5421, dated September 19, 2000, revised September 22, 2000, and further revised September 25, 2000.

Exhibit B
Restrictions on Improvements to the Property

1. At no time shall any building, structure, or other improvements (collectively the "Improvements") located on the Property (i) exceed one (1) story with a height not to exceed twenty-two feet (22') or (ii) contain more than 8,000 sq. ft. of floor area.
2. For as long as Grantor, its successors and assigns, is the owner of a retail development contiguous to the Property (the "Shopping Center"), Grantee will provide Grantor with a copy of any plans and specifications setting forth the (i) exterior elevations of any proposed buildings or improvements (the "Improvements"), (ii) the preliminary footprint of the Improvements which illustrates the location of the sidewalks, curbs and gutters and (ii) Grantee's proposed signage. Grantor shall have fifteen (15) days from receipt of (i) through (iii) to approve or disapprove the same from an appearance standpoint only to insure that the Improvements are reasonably harmonious with the architectural design of the Shopping Center and do not violate paragraph 1 of this Exhibit B. Such approval by Grantor shall in no way constitute an assumption of any responsibility on Grantor for the accuracy, efficacy or sufficiency, and Grantee shall be solely responsible for such issues. The foregoing notwithstanding, the Improvements must comply with the requirements set forth in that certain Reciprocal Easement and Operation Agreement dated June 11, 1999, between Jubilee Mall, L.L.C. and Home Depot U.S.A. (the "REA") recorded at Instrument #514793, and that certain unrecorded Development Agreement dated July 20, 2000, between AIG Baker Development, L.L.C. and The City of Daphne, Alabama (the "DA") and Grantor's sign criteria.
3. Grantee shall coordinate its construction with any construction being performed by Grantor, its architects, engineers or contractors, or tenants of the Shopping Center to minimize any mutual interference or delays.
4. The rights and obligations set forth in this Exhibit B shall run with the land and shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Exhibit C
Easements and Maintenance Cost Obligations

1. Grantor hereby grants and conveys to the Grantee a perpetual non-exclusive easement for parking and vehicular and pedestrian ingress and egress on, over, across and through the Shopping Center, described as follows:

That portion of Lot 6, Jubilee Square Subdivision according to Plat recorded on slide no. 2023-A and no. 2023-B of the Records in the Office of the Judge of Probate of Baldwin County, Alabama, described as follows:

Beginning at the Northwest corner of Lot 4 of said Jubilee Square Subdivision; thence along the West boundary line of said Lot 4 and along the Easterly boundary line of said Lot 6, run S 00°12'09" W 285.0 feet to a point; thence run N 89°47'51" W 362.42 feet to a point on the East boundary line of Lot 7 of said Jubilee Square Subdivision; thence along said East boundary line of Lot 7 and a Northward extension thereof, run N 00°12'09" E 285.0 feet to a point on the South Right of Way line of U.S. No. Highway 90; thence along said south Right of Way line of U.S. Highway No. 90, run S 89°47'51" E 173.97 feet to the Northwest corner of Lot 5 of said Jubilee Square Subdivision; thence along the West boundary line of said Lot 5, run S 00°12'09" W 141.40 feet to the Southwest corner of said Lot 5; thence along the South boundary line of said Lot 5, run S 89°47'51" E 129.45 feet to the Southeast corner of said Lot 5; thence along the East boundary line of said Lot 5, run N 00°12'09" E 141.40 feet to the Northeast corner of said Lot 5; said point being on the aforementioned South Right of Way line of U. S. Highway No. 90; thence along said South Right of Way line of U. S. Highway No. 90, run S 89°47'51" E 59.0 feet to the Point of Beginning. Containing 1.9510 acres(hereinafter the "Shared Common Facilities").

2. The easement set forth in Paragraph 1 shall be construed in conjunction with the easements set forth in the REA or DA for as long as such instruments are effective. The Shared Common Facilities may be used by Grantee, its employees, customers, invitees, agents, representatives and contractors. In order to protect the parking rights granted by the easement, Grantor shall not use more than 3,000 square feet of the retail of the Shopping Center commonly known as the A-Shops shown on the Site Plan attached hereto as a part of this Exhibit C for a restaurant. Grantee acknowledges that Grantor is not granting an exclusive restaurant use to Grantee, but rather such restriction is granted for the sole purpose of protecting Grantee's parking requirements and easement rights set forth herein.
3. The Grantee shall indemnify and save harmless the Grantor from and against all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising out of or resulting from Grantee's use of the Shared Common Facilities, which are not covered by the Insurance referenced in Paragraph 4(c) below.
4. Grantee shall pay to Grantor a monthly estimate for the costs to Grantor of the following:
 - (a) **Common area maintenance ("CAM")** – The total costs incurred in the normal administration, operation and preventive and corrective maintenance of the Shopping Center of which the Shared Common Facilities are a part, including without limitation and by example only: the cost and expense of maintaining, repairing, restriping, lighting, signing, cleaning, sweeping, removal of snow, ice, trash, debris; the costs and expense for utilities used or consumed; the costs of landscaping, including watering, planting, replanting, and replacing flowers, trees, shrubs, and planters; the cost and expense of rental or depreciation of machinery, equipment, fixtures and personal property used; the costs of capital expenses amortized over the useful life of the item (parking lot related only); the repair or replacement of any paving, curbs, walkways, drainage, pipes, conduits, lighting (including bulbs and ballasts) and similar items; security services, if any; property owner association fees, if any; the cost of personnel to implement maintenance services; and an administrative fee equal to fifteen (15%) of the total cost of operating and maintaining the Shared Common Facilities.

(b) **Real property taxes and assessments ("Taxes")** – The total costs of any real and personal property taxes and assessments (including without limitation sanitary sewer taxes, extraordinary or special assessments and all costs and fees (exclusive of any interest or late fees assessed for delinquent payment), reasonable attorney's fees incurred in contesting or negotiating the same with public authorities) levied or imposed or assessed against the land which encompasses the Shopping Center of which the Shared Common Facilities are a part, exclusive of any buildings, during each calendar year. Taxes shall also include any payments made to the City of Daphne in lieu of taxes as set forth in the DA.

(c) **Public liability insurance ("Insurance")** – The total costs of all liability coverage carried by Grantor with respect to the Shopping Center of which the Shared Common Facilities are a part (collectively, "Insurance").

(d) **Grantee's pro rata share ("Grantee's Share")** – An annual sum for Grantee's portion of the annual CAM, Taxes and Insurance, which shall be determined by multiplying the applicable Taxes, Insurance and CAM by a fraction, the numerator of which shall be the total square footage of the Property and the denominator of which shall be the total leasable area within the Shopping Center. Grantee's Share is subject to adjustment by Grantor based upon the foregoing formula, if the leasable area of the Shopping Center is diminished by casualty condemnation or similar takings or other events reducing the leasable square footage or if the leasable area is increased by additions to the Shopping Center.

The payment of Grantee's Share shall commence on the earlier of (i) the day Grantee opens its business to the public on the Property; or (ii) one-hundred fifty (150) days after the date hereof (the "Commencement Date"). Grantor shall establish the fiscal year for determining the payment of Grantee's Share of CAM, Taxes and Insurance. Within thirty (30) days to the Commencement Date, and at least once per fiscal year thereafter, Grantor shall furnish Grantee with a statement stating the total budget for the contributions required herein. Grantee shall pay to Grantor on the first day of each month during each calendar year the monthly installments of Cam, Taxes and Insurance based upon Grantor's budget. Grantor's failure to timely submit such budget or the annual statement shall not affect Grantee's obligation to pay it pro rata share during any period. Within sixty (60) days following each fiscal year, Grantor shall endeavor to deliver to Grantee a statement of the actual cost of the CAM, Taxes and Insurance payable by Grantee for the previous fiscal year. If the total amounts of estimated payments paid by Grantee for any fiscal year are less than the actual amount payable by Grantee, then Grantee shall pay the balance of the CAM, Taxes and Insurance to Grantor in a lump sum within fifteen (15) days from Grantee's receipt of an invoice for such balance. If the total amount of the estimated payments is greater than the actual CAM, Taxes and Insurance for the same period, Grantee shall receive a credit against the next due payment(s) of estimated CAM, Taxes and Insurance. Grantor agrees that Grantee's pro rata share of CAM expenses, exclusive of Taxes, electrical service and Insurance will not increase more than five percent (5%) annually.

5. The rights and obligations set forth in this Exhibit C shall run with the land and shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Memorandum

To: Mayor Small

From: Richard Merchant, Building Official



Date: April 6, 2006

Re: "High-Rise" fee comparison

Below is a comparison of fees for the proposed Barry Boothe "High-Rise" project.

Present fee schedule for Building permit: \$20 for first \$1,000 plus \$5 per \$1,000 there after. All subcontractors (EL, ME & PL) will be \$70 ea per unit.

Project cost \$36 million with 64 units (Building Permit) = \$175,020

Subcontractors permits (3 per unit) = \$13,440

Total amount for permits = \$188,460

Proposed fee schedule: 1% of general contractors amount plus \$5,000 per unit, all trades included.

1% of \$36 million = \$360,000

\$5,000 per 64 units = \$320,000

Total project cost \$36 million with 64 units = \$680,000

Present fee schedule = \$188,460

Proposed fee schedule = \$680,000

A difference of \$491,540



1048 Slanton Road, Suite D
Daphne, AL 36526
Tel: 251-447-0944
Fax: 251-447-0942

ATC has grown into one of the nation's largest environmental consulting, engineering, and construction services companies with an ENR ranking of 38th among the top 200 environmental firms and 57th among the top 500 design firms in the U.S. Our service areas include:



environmental



building sciences



infrastructure



geotechnical and material testing



training

DATE:

Feb 1, 2006

TO:

Tammy Bozeman
Daphne Fire Dept.

COMPANY:

PHONE:

FAX:

FROM:

David Watts

PAGES (incl. cover):

6

SUBJECT:

Cost Proposal for
Mold Services

Tammy -

call me with any questions.

Thanks again.

David Watts

For more information, visit our website: www.atc-enviro.com

CONFIDENTIALITY NOTICE: The documents accompanying this fax transmission contain confidential and privileged information intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the documents accompanying this fax transmission is strictly prohibited. If you have received this fax in error, please immediately notify us by telephone to arrange for its return. Thank you.



COST PROPOSAL

TO: Tommy Bozeman
 CLIENT: Daphne Fire Department
 PROJECT NAME: Microbial Evaluation & Testing
 PROJECT LOCATIONS: 28280 North Main Street, Daphne, Alabama (Station No. 2)
 ATC OFFICE: Daphne, Alabama PROPOSAL NO.: 21.01312006DW

Total Fee: \$1,000.00		
Task Description	Est. Samples	Cost
Perform initial mold spore air testing	4	\$450.00
Perform site inspection and determine causation	N/A	\$350.00
Reports	N/A	\$150.00
Misc. Expenses (shipping, mileage, photos etc.)		\$50.00
TOTAL		\$1,000.00

No budget overrun shall occur without prior notification and approval from the Client.

TERMS AND CONDITIONS

Terms and Conditions: ATC Professional Services Agreement General Conditions (Copy attached)

SCHEDULE INFORMATION

Date Scheduled: TBA Report Deadline: Seven days following site evaluation

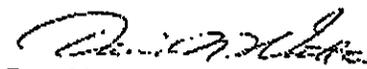
SCOPE OF WORK

ATC will perform the following tasks:

1. Perform initial site evaluation for identification of mold sources and air quality testing. The site evaluation will include moisture readings from building materials and inspection of air handling unit(s) for possible sources.
2. From this initial evaluation, a remediation work plan will be developed to direct the contractor in proper microbial remediation techniques and delineation of impacted building materials.
3. Provide letter report with explanation of test findings and interpretation of data.

NOTE: COLLECTION AND SUBMITTAL OF ADDITIONAL SAMPLES WILL INCUR ADDITIONAL FEES.

Authorized by:


 David N. Watts, ATC Associates Inc.

Date: January 31, 2006

Accepted by:

Date:

Please sign and return to ATC via Facsimile at: 251-447-0942 or issue Purchase Order in accordance with your company policy.



CLIENT SERVICE AGREEMENT

This AGREEMENT is made this 31st day of January, 2006, by and between City of Daphne its employees, officers, directors, subsidiaries, and agents (Client) of 28280 North Main Street, Daphne, Alabama 36526 and ATC GROUP SERVICES INC. dba ATC ASSOCIATES INC., its employees, officers, directors, subsidiaries, and agents (ATC) at.

The parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATC: David N. Watts

CLIENT: Tommy Bozeman

PROPOSAL NAME/NUMBER: 21.01312006DW

SERVICE ORDER NUMBER:

1. SERVICES TO BE PERFORMED ATC shall prepare a proposal and/or a service order for Client. The proposal and/or service order shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATC will be authorized to proceed with the Services (Service Order), when Client indicates its acceptance by signing this Agreement. The Service Order, any attachments pertaining to the Service Order, and this Agreement shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Service Order, these additional Services shall be set forth in a new Service Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services (Change Order).

3. COMPENSATION Client will pay ATC for Services and expenses in accordance with the Service Order. ATC will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. ATC may suspend work, withhold reports and vacate the site without liability if payment is not received. Client will indemnify ATC for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay ATC's attorney's fees, and all other costs incurred in collecting past due amounts. ATC may from time to time revise its fees and/or rates and advise client either by general notification, or by specific Service Order.

4. EXPENSES Unless otherwise stated in the Service Order, Client agrees to pay ATC for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATC in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Service Order. ATC will submit a Change Order to Client

detailing other reimbursable expenses not outlined in the Service Order, for written authorization prior to billing.

5. INSURANCE ATC agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described below.

a. Workers' Compensation (statutory)	
Employer's Liability	
▪ Each accident	\$ 1,000,000
▪ Disease - Each Employee	\$ 1,000,000
▪ Disease - Policy Limit	\$ 1,000,000
b. Commercial General Liability	
▪ Each Occurrence	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ General Aggregate	\$2,000,000
▪ Products and Completed Operations Aggregate	\$2,000,000
c. Commercial Automobile Liability	
▪ Combined Single Limit	\$1,000,000
d. Errors and Omissions / Professional Liability	
▪ Each Claim	\$1,000,000
▪ Annual Aggregate	\$1,000,000
e. Contractor's Pollution Liability	
▪ Each Claim	\$1,000,000
▪ Annual Aggregate	\$1,000,000

ATC Client Services Agreement

2005

- 6. OBLIGATIONS OF CLIENT** Client warrants that all information provided to ATC concerning the required Services, is complete and accurate to the best of Client's knowledge. Client agrees to advise ATC prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that ATC is relying upon the completeness and accuracy of information supplied to it by Client and ATC will not independently verify such information unless otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless ATC for any costs, expenses or damages incurred by ATC due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold ATC liable if ATC's recommendations are not followed and waives any claim against ATC, and agrees to defend, indemnify and hold ATC harmless from any claim or liability for injury or loss that results from failure to properly implement ATC's recommendations.
- 7. STANDARD OF CARE** ATC's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give ATC written notice within one (1) year of any breach or default under this section and to provide ATC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATC, as a condition precedent to any claim for damages.
- 8. LIMITATIONS OF METHOD RELIABILITY** The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. ATC's observations only represent conditions observed at the time of the Site visit. ATC is not responsible for changes that may occur to the Site after ATC completes the Services.
- 9. INTERPRETATION OF DATA** ATC shall not be responsible for the interpretation of ATC data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATC and that the data interpretations and recommendations of ATC's personnel are based solely on the information available to them.
- 10. THIRD PARTY INFORMATION** ATC is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATC shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.
- 11. SITE ACCESS** Client grants or shall obtain for ATC a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend ATC against any claims by the owner and/or occupant for any such damage.
- Unless otherwise specified in the Service Order, ATC is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATC during ATC's performance of the Services. ATC is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATC from gaining access to building materials, systems, and/or components.
- 12. SITE CONTROL** ATC's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATC's employees does not mean that ATC is observing or verifying all Site work or placement of all materials. Client agrees that ATC will only make on-Site observations appropriate to the Services provided by ATC and will not relieve others of their responsibilities to perform the work.
- 13. TEST AND SAMPLING LOCATIONS** Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATC reserves the right to deviate a reasonable distance from the boring and sampling locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied.
- 14. SAMPLES AND EQUIPMENT** Unless otherwise specified in the Service Order or required by law, ATC will not retain any samples obtained from the Site. At no time does ATC assume title to the samples; all samples shall remain the property of the Client. ATC will, however, sign manifests as agent for Client.
- All laboratory and field equipment contaminated during ATC's Services that cannot readily and adequately be cleaned of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Service Order.
- 15. ENGINEERING AND CONSTRUCTION SERVICES** If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and or engineering, ATC assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATC's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Service Order.



ATC Client Services Agreement

2005

Unless otherwise specified in the Service Order, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATC's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATC may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by ATC.

17. SAFETY ATC shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.

18. UTILITIES Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client shall indemnify, defend and hold harmless ATC from and against any claims, losses or damages incurred or asserted against ATC related to Client's failure to mark, protect or advise ATC of underground structures or utilities.

19. ROOF CUTS Unless otherwise specified in the Service Order, if roof cuts/samples are required by the Services, it is the responsibility of the Client to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, ATC may make temporary repairs, which may result in additional charges. ATC personnel are not certified in roofing repair, therefore under no circumstances, shall ATC be responsible for any water damage to the roofing system, building, or its contents resulting from ATC's temporary repairs.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The Client acknowledges that ATC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client.

Client agrees to indemnify and hold harmless ATC against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATC acting as Client's agent to sign waste manifests, allegations that ATC is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of a Service Order, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATC's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATC may immediately suspend work.

22. ATC AND CLIENT INDEMNIFICATION ATC shall indemnify and hold harmless Client against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of ATC, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless ATC from and against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to ATC shall also be granted to those subcontractors retained by ATC for the performance of the Services.

23. LIMIT OF LIABILITY ATC's total liability for all claims or causes of action of any kind including but not limited to negligence, bodily injury or property damage, breach of contract or warranty shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATC shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATC is not a manufacturer. If any equipment is used or purchased by ATC for a Service Order the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATC makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATC to Client.

26. DOCUMENTS Project-specific documents and data produced by ATC under this Agreement shall, upon completion of the Service Order become the property of Client upon payment of amounts owed ATC. ATC shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data produced by ATC are not intended or represented by ATC to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third party's sole risk.



ATC Client Services Agreement

2005

28. THIRD-PARTY CLAIMS Client agrees to pay ATC's costs (including reasonable attorney's fees) for defending ATC against any claims that a third party or a regulatory agency asserts against ATC related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by ATC.

29. SUBPOENAS The Client is responsible for payment of ATC's time and expenses resulting from ATC's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATC is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATC shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.

30. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Service Order will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, ATC shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

31. ASSIGNMENT Neither the Client nor ATC may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

32. FORCE MAJEURE Neither Client nor ATC shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

33. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Service Order, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATC is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

ATC ASSOCIATES INC.

BY: _____

PRINTED NAME: DAVID N. WATTS

TITLE: SENIOR PROJECT MANAGER

DATE:

CLIENT: CITY OF DAPHNE, ALABAMA
(Person authorized to execute contracts)

BY:

PRINTED NAME:

TITLE:

DATE:



BUGS & RUGS, INC.

EASTERN SHORE- 990-6799 // FOLEY- 943-5211
MOBILE—583-4380

OUR INDOOR AIR QUALITY DIVISION CAN ELIMINATE THE BIOLOGICAL
CONTAMINANTS IN YOUR AIR DUCTS

H.V.A.C.-Certified // Fungi Certified // Mold Testing & Remediation
I.A.Q.A.- member // I.I.C.R.C. Certified

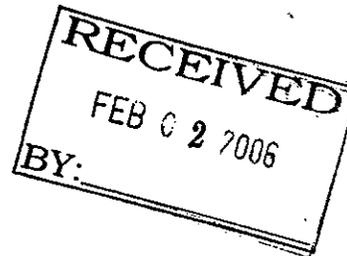
THE ENVIRONMENTAL PROTECTION AGENCY HAS FOUND THAT VIRUSES, MOLD, POLLEN, BACTERIA,
DUST MITES AND OTHER BIOLOGICAL CONTAMINANTS BUILD UP (AND EVEN BREED) IN YOUR AIR
CONDITIONER AND DUCTWORK, IN FACT THEY HAVE DETERMINED THAT 50% OF ALL ILLNESSES ARE
EITHER CAUSED ARE AGGRAVATED BY POLLUTED INDOOR AIR, JUST LOOK AT ALL THE SYMPTOMS OF
HEALTH PROBLEMS CAUSED BY THE CONTAMINANTS IN YOUR AIR DUCTS (E.P.A.)

SNEEZING // SHORTNESS OF BREATH // FEVER // COUGH // DROWSINESS
DIZZINESS // WATTERY EYES // LETHARGY // DIGESTIVE PROBLEMS, ETC.

THE GOOD NEWS IS THAT WE CAN TAKE CARE OF THIS PROBLEM FOR YOU—WE LOOK FORWARD TO
HELPING YOU.

OUR PROCESS IS TO:

- 1) YES CLEAN SUPPLY DUCTWORK
- 2) YES CLEAN RETURN DUCTWORK
- 3) YES REMOVE AND CLEAN RETURN GRILLS
- 5) YES CLEAN RETURN PLENIUM
- 6) YES CLEAN SUPPLY PLENIUM
- 7) YES SEAL RETURN AND SUPPLY LINES AS NEEDED
- 8) NO DUCKWORKED PREVIOUSLY CLEANED
- 9) YES SANITIZE AND DEODORIZE SYSTEM
- 10) YES REMOVE, REPLACE AND CLEAN REGISTERS—(VENTS)
- 12) YES MOLD AND MELDEW TREATMENT
- 13) YES CLEAN AIR HANDLER // 13-B YES CLEAN COILS



STRUCTURE INFORMATION:

- 14) TWO 1 STORY OR TWO — TOP STORY ONLY
- 15) ELE GAS OR ELECTRIC SYSTEM
- 16) 10+/- AGE OF SYSTEM
- 17) 2005 DATE LAST SERVICED
- 18) MISS.—

TOTAL REGISTERS: 12

TOTAL RETURNS: 1

TOTAL PRICE \$520⁰⁰

CLIENT SIGNATURE X

DATE _____

R) SAMPLES OF MOLD TO LABS = 425⁰⁰ OR OPTIONAL
P) SANITIZE INTERIOR & 175⁰⁰ OR OPTIONAL

City of Daphne

Permit Activity Report

Monday, April 03, 2006

Permit Code: BL BUILDING PERMIT

Residential - NEW - R3 BL Permits

Typid - Loc#	Contractor Name / Location Name	Permit # / Project #	Master Permit #	Job Location Address	Paid	Status	Issue Date	App Date	Job Value/Cost	Permit Fee
2434-1	JOHN ECKENSTALER BUILDERS JOHN ECKENSTALER BUILDERS	06-403 06-AQA		7910 CREEKBANK DRIVE DAPHNE, AL 36526	Yes	A	03/16/2006	03/15/2006	\$155,340.00	\$795.00
2235-1	J.P.M., INC. J.P.M., INC.	06-325 06-APQ		10431 EMMANUEL ST DAPHNE, AL 36526	Yes	A	03/02/2006	03/02/2006	\$147,000.00	\$750.00
3498-1	J.P.M., INC. PLATT HOMEBUILDERS, INC	06-APQ 06-329		9624 BELLA DR DAPHNE, AL 36526	Yes	A	03/02/2006	03/02/2006	\$215,790.00	\$1,095.00
2812-1	PLATT HOMEBUILDERS, INC LIPPINCOTT CUSTOM BUILDERS	06-APR 06-331		DAPHNE, AL 36526 30734 PINE CT	Yes	A	03/03/2006	03/03/2006	\$166,740.00	\$850.00
1332-1	LIPPINCOTT CUSTOM BUILDERS DELTA BUILDERS	06-APR 06-344		DAPHNE, AL 36526 9492 MARCHAND AVE	Yes	A	03/07/2006	03/07/2006	\$151,050.00	\$775.00
3046-1	DELTA BUILDERS MCVAY CONSTRUCTION CO. INC.	06-APU 06-377		DAPHNE, AL 36526 28023 OAKACHOY LOOP	Yes	A	03/10/2006	03/10/2006	\$171,390.00	\$875.00
4985-1	MCVAY CONSTRUCTION CO. INC. R & D CONSTRUCTION, LLC	06-APV 06-386		DAPHNE, AL 36526 1712 BEVERLY DR	Yes	A	03/13/2006	03/13/2006	\$190,980.00	\$970.00
2235-1	R & D CONSTRUCTION, LLC J.P.M., INC.	06-APX 06-323		DAPHNE, AL 36526 10411 EMMANUEL ST	Yes	A	03/02/2006	03/02/2006	\$173,460.00	\$885.00
984-1	J.P.M., INC. COASTAL CARPENTRY	06-APP 06-389		DAPHNE, AL 36526 30820 PINE CT	Yes	A	03/14/2006	03/14/2006	\$141,420.00	\$725.00
3100-1	COASTAL CARPENTRY MICHAEL MANAGEMENT, INC.	06-APZ 06-460		DAPHNE, AL 36526 26156 VIA DEL SAN FRANCESCO	Yes	A	03/27/2006	03/27/2006	\$131,430.00	\$675.00
84-1	MICHAEL MANAGEMENT, INC. ADAMS HOMES, LLC	06-AQF 06-416		DAPHNE, AL 36526 8066 DEERWOOD DR	Yes	A	03/17/2006	03/17/2006	\$116,700.00	\$600.00
84-1	ADAMS HOMES, LLC ADAMS HOMES, LLC	06-417 06-417		DAPHNE, AL 36526 8057 DEERWOOD DR	Yes	A	03/17/2006	03/17/2006	\$116,700.00	\$600.00
1204-1	ADAMS HOMES, LLC D & W HOMES LLC	06-418 06-AQB		DAPHNE, AL 36526 30443 MIDDLECREEK CIR	Yes	A	03/17/2006	03/17/2006	\$362,460.00	\$1,830.00
4684-1	D & W HOMES LLC WESTERN GATE CONSTRUCTION	06-419 06-AQC		DAPHNE, AL 36526 117 LAKEVIEW LOOP	Yes	A	03/20/2006	03/20/2006	\$130,200.00	\$670.00
4846-1	WESTERN GATE CONSTRUCTION HOME OWNER	06-448 06-AQE		DAPHNE, AL 36526 266 RIDGEWOOD DR	Yes	A	03/24/2006	03/24/2006	\$144,390.00	\$740.00
	HOME OWNER			DAPHNE, AL 36526						

City of Daphne

Permit Activity Report

Monday, April 03, 2006

Typid - Loc#	Contractor Name / Location Name	Permit # / Project #	Master Permit #	Job Location Address	Paid	Status	Issue Date	App Date	Job Value/Cost	Permit Fee
4300-1	TCD, LLC	06-478		8076 PINE RUN	Yes	A	03/28/2006	03/28/2006	\$205,650.00	\$1,045.00
	TCD, LLC	06-AQG		DAPHNE, AL 36526						
1288-1	DAVID STAPLETON BUILDERS	06-484		30191 LOBLOLLY CIR.	Yes	A	03/29/2006	03/29/2006	\$137,340.00	\$705.00
	DAVID STAPLETON BUILDERS	06-AQH		DAPHNE, AL 36526						
1288-1	DAVID STAPLETON BUILDERS	06-485		30102 LOBLOLLY CIRCLE	Yes	A	03/29/2006	03/29/2006	\$135,300.00	\$695.00
	DAVID STAPLETON BUILDERS	06-AQI		DAPHNE, AL 36526						
2147-1	HYMAN HOMES, INC.	06-388		9911 BELLA DR	Yes	A	03/14/2006	03/14/2006	\$212,970.00	\$1,050.00
	HYMAN HOMES, INC.	06-APY		DAPHNE, AL 36526						
Total Residential - NEW - R3 BL Permit(s)							19		\$3,206,310.00	\$16,360.00
Total Residential - NEW BL Permit(s)							19		\$3,206,310.00	\$16,360.00
Total Residential BL Permit(s)							19		\$3,206,310.00	\$16,360.00

Non Residential - NEW - B2 BL Permits

Typid - Loc#	Contractor Name / Location Name	Permit # / Project #	Master Permit #	Job Location Address	Paid	Status	Issue Date	App Date	Job Value/Cost	Permit Fee
4206-1	STUART CONTRACTING CO., INC.	06-384		30941 MILLS LANE	Yes	A	03/13/2006	03/13/2006	\$1,148,037.00	\$6,888.00
	STUART CONTRACTING CO., INC.	06-APW		DAPHNE, AL 36526						
4993-1	CENTRAL ASSOCIATES, INC.	06-435		8967 RAND AVE	Yes	A	03/22/2006	03/22/2006	\$228,000.00	\$1,368.00
	CENTRAL ASSOCIATES, INC.	06-AQD		DAPHNE, AL 36526						
4980-1	DUNCAN & THOMPSON CONSTRUC	06-341		1650 U.S. HWY 98	Yes	A	03/07/2006	03/07/2006	\$376,000.00	\$2,370.00
	DUNCAN & THOMPSON CONSTRUC	06-APT		DAPHNE, AL 36526						
Total Non Residential - NEW - B2 BL Permit(s)							3		\$1,752,037.00	\$10,626.00
Total Non Residential - NEW BL Permit(s)							3		\$1,752,037.00	\$10,626.00
Total Non Residential BL Permit(s)							3		\$1,752,037.00	\$10,626.00
Total BL Permit(s)							22		\$4,958,347.00	\$26,986.00

Grand Totals 22 \$4,958,347.00 \$26,986.00

City of Daphne

Permit Activity Summary Report

Monday, April 03, 2006

Permit Code	Description	# Of Permits	Job Cost/Value	Permit Fee
BL	BUILDING PERMIT	22	\$4,958,347.00	\$26,986.00
Grand Totals		22	\$4,958,347.00	\$26,986.00

City of Daphne

Permit Activity Summary Report

Monday, April 03, 2006

Permit Code	Description	# Of Permits	Job Cost/Value	Permit Fee
BL	BUILDING PERMIT	54	\$5,952,730.00	\$33,201.00
EL	ELECTRICAL PERMIT	31	\$5,800.00	\$3,560.00
ME	MECHANICAL PERMIT	42	\$7,210.00	\$3,916.00
PL	PLUMBING PERMIT	47	\$0.00	\$4,364.00
Grand Totals		174	\$5,965,740.00	\$45,041.00

City of Daphne

Periodic Report of Permits Issued by Improvement

04/03/2006

		Code	Permit Count	Valuation	Permit Fee
BUILDING PERMIT					
Residential					
NEW	R3	BL	19	\$3,206,310.00	\$16,360.00
REMODEL	R3	BL	2	\$60,000.00	\$330.00
RE-ROOF	R3	BL	10	\$68,399.00	\$505.00
FENCE	R3	BL	2	\$1,980.00	\$45.00
ADDITION	R3	BL	3	\$43,000.00	\$260.00
POOL	R3	BL	3	\$62,100.00	\$360.00
VINYL SIDING	R3	BL	3	\$52,780.00	\$310.00
SUNROOM	R3	BL	2	\$8,124.00	\$75.00
GARAGE	R3	BL	1	\$23,000.00	\$130.00
DEMOLITION	R3	BL	2		\$100.00
Non-Residential					
NEW	B2	BL	3	\$1,752,037.00	\$10,626.00
REMODEL	B2	BL	2	\$650,000.00	\$3,900.00
GARAGE	B2	BL	1	\$25,000.00	\$150.00
MISC	B2	BL	1		\$50.00
Total - BUILDING PERMIT			54	\$5,952,730.00	\$33,201.00
Grand Total			54	\$5,952,730.00	\$33,201.00

MARCH 2006
CERTIFICATE OF OCCUPANCY

OWNER	ADDRESS	SUBDIVISION	PERMIT#	DATE CLOSED
BALDWIN AL DEVELOPMENT	9815 MILLWOOD CIR.		04-00861	11/25/05
JOSEPH & ANGELA KRAVER	10401 EMMANUEL ST.	HISTORIC MALBIS	05-00620	3/1/06
RAUL MEZA	29951 ST. HELEN ST.	HISTORIC MALBIS	05-00775	3/8/06
RICHARD STEVENS	27204 PARKER LN.		05-972	3/10/06
JAMES RAY BUILDERS	7951 AMERICAN WAY	DAPHNE COMMERCIAL PARK	03-01278	3/13/06
JAMES RAY BUILDERS	7998 AMERICAN WAY	DAPHNE COMMERCIAL PARK	03-01277	3/13/06
PAT & DEBBIE COLEBANK	9478 AUTAUGA BEND	SEHOY	05-0295	3/13/06
TONY SMITH	6400 HARBOR PLACE DR.	HARBOR PLACE	05-00572	3/14/06
GULF COAST SALADS, LLC	28600 HWY 98 STE. L & M	JUBILEE POINTE	05-1452	3/14/06
ART LAMI HOMES	10154 CONSTANTINE ST.	HISTORIC MALBIS	05-00195	3/14/06
ABC STORE	2200 HWY 98 STE. 4 & 5		05-00108	3/14/06
MITCHELL HOMES	27487 STRATFORD GLEN DR.	STRATFORD GLEN	05-00180	3/14/06
G.E. HOMES	9552 MARCHAND AVE.	SEHOY	05-00284	3/14/06
MIKE MCCONNELL HOMES	9526 AUTAUGA BEND	SEHOY	05-00130	3/14/06
COASTAL CARPENTRY	30195 PERSIMMON DR.	TIMBERCREEK	05-1269	3/14/06
CHARLIE VAUGHAN HOMES	27305 PARKER LN.	YANCEY BRANCH	04-00898	3/14/06
MICHAEL MANAGEMENT	26218 VIA DEL SAN FRANCESCO	LA CASA	05-1241	3/14/06
KELLEY BUILDERS	10399 TAMPARY ST.	HISTORIC MALBIS	04-01317	3/14/06
G.E. HOMES	9381 MARCHAND AVE.	SEHOY	03-01232	3/14/06
DELTA BUILDERS	9328 WIND CLAN TRAIL	SEHOY	02-00785	3/15/06
CUMMINGS CONST., LLC	9277 MARCHAND AVE.	SEHOY	03-01502	3/15/06

MARCH 2006
CERTIFICATE OF OCCUPANCY

TERRY & MARCIA MILLER	10361 PAPAS ST.	HISTORIC MALBIS	05-00795	3/17/06
DIEGO & ANGELA TOBON	29420 HIDDEN CREEK CIR.	D'OLIVE CREEK	04-01207	3/17/06
MARK & KAREN VICKERS	27392 HOBBY HORSE LANE	STRATFORD GLEN	05-00168	3/17/06
G.E. HOMES	9516 MARCHAND AVE.	SEHOY	05-00273	3/17/06
G.E. HOMES	9508 MARCHAND AVE.	SEHOY	05-00271	3/17/06
G.E. HOMES	9528 MARCHAND AVE.	SEHOY	05-00286	3/17/06
G.E. HOMES	9540 MARCHAND AVE.	SEHOY	05-00285	3/17/06
G.E. HOMES	9505 MARCHAND AVE.	SEHOY	05-00283	3/17/06
TYLER LANE	8033 DEERWOOD DR.	DEERWOOD SQUARE	05-00683	3/17/06
CHARLES BAUMGARTEN	27580 RED EAGLE DR.	SEHOY	05-00492	3/20/06
KUONG LIM	7325 CYPRESS AVE.		05-00279	3/23/06
DAVID & ANGELA GARRISON	28036 OAKACHOY LOOP	SEHOY	05-1631	3/27/06
KEVIN KREMKAU	110 HEMPHILL CIR.	LAKE FOREST	05-1134	3/28/06
AMISH PATEL	7379 FRANKLIN SQ. CT.	FRANKLIN SQUARE	05-01066	3/29/06
MITCHELL HOMES	8366 ROCKING HORSE CIR.	STRATFORD GLEN	05-01057	3/31/06
MICHAEL SHARPE	232 RIDGEWOOD DR.	LAKE FOREST	05-1479	3/31/06
RICHARD MACHOVOE	29919 ST. BARBARA ST.	HISTORIC MALBIS	05-1271	3/30/06
MITCHELL HOMES	27468 HOBBY HORSE CIR.	STRATFORD GLEN	05-01058	3/31/06

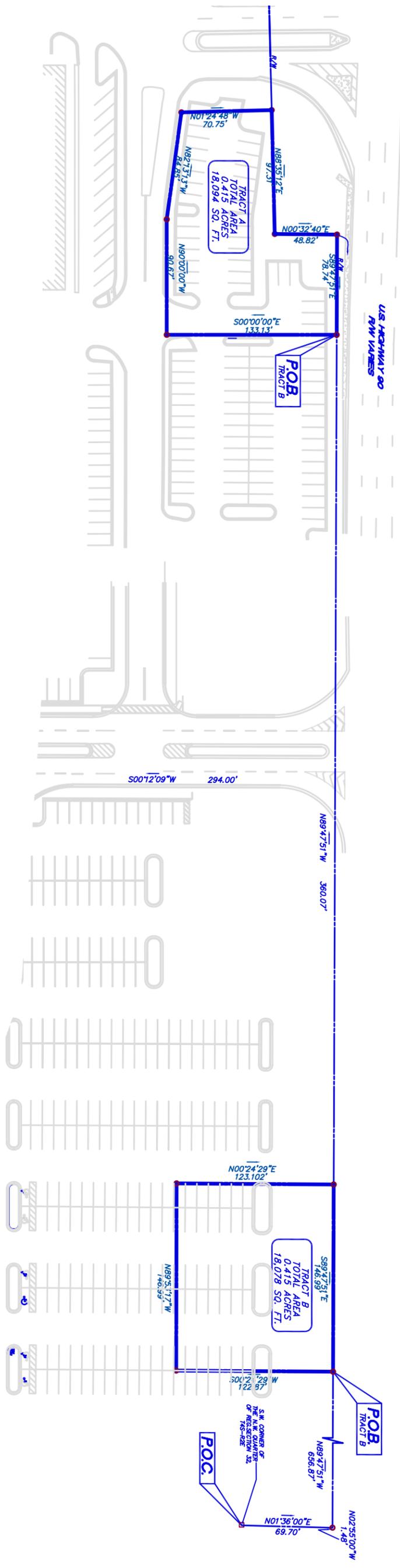
PLANNING/ZONING/BUILDING DEVELOPMENT OUTLINE FOR MARCH 2006

SUBDIVISIONS CORPORATE LIMITS	NUMBER OF LOTS	NO. RESIDENTIAL AND COMMERCIAL PERMITS ISSUED
ASHLEY PLACE, PHASE ONE	20	
AUSTIN PLACE, PHASE ONE	14	
AUSTIN PLACE, PHASE TWO	9	
AUSTIN PLACE, PHASE THREE		1
BELLATON, PHASE ONE	59	2
BLACKSHER PLACE, PHASE ONE	8	
BRISTOL CREEK, PHASE ONE	40	
BROOKSIDE, PHASE ONE		
CANTERBURY PLACE, PHASE ONE	36	
CANTERBURY PLACE, PHASE TWO	34	
CANTERBURY PLACE, PHASE THREE	40	
CANTERBURY PLACE, PHASE FOUR	13	
CHARLESTON OAKS, PHASE ONE	24	
CHATEAUGUAY SQUARE, PHASE ONE	12	
CREEKSIDE, PHASE ONE	37	
CREEKSIDE, PHASE TWO	50	
CREEKSIDE, PHASE THREE	6	1
DAPHNE COMMERCIAL PARK, PHASE ONE	25	
DELACHASE SQUARE, PHASE ONE	6	
DEERWOOD SQUARE	26	2
EAGLE CREEK, PHASE ONE	32	
EAGLE CREEK, PHASE TWO	42	
FRANKLIN SQUARE, PHASE ONE	17	
HARBOR PLACE, PHASE ONE	25	
HIDDEN CREEK, PHASE ONE	9	
HISTORIC MALBIS, PHASE ONE	122	
HISTORIC MALBIS, PHASE TWO, PART A	101	
HISTORIC MALBIS, PHASE TWO, PART B	69	2
HISTORIC MALBIS, PHASE THREE, PART A	8	
HWY 64 COMMERCIAL PARK, PHASE ONE	15	
JACKSON SQUARE, PHASE ONE	29	
KAYLAR PLACE		
LACASA DI SAN FRANCESCO, PHASE ONE	24	
LACASA DI SAN FRANCESCO, PHASE TWO	13	1
LAKE FOREST		2

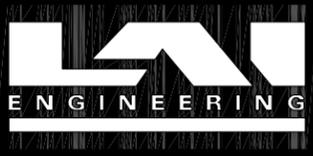
PLANNING/ZONING/BUILDING DEVELOPMENT OUTLINE FOR MARCH 2006

LAUREL PLACE, PHASE ONE	15	
MADISON PLACE, PHASE ONE	67	
OAK CREEK, PHASE ONE	34	
OAKSTONE, PHASE ONE	12	
OTTAWA SPRINGS, PHASE ONE	64	
PECAN TRACE, PHASE ONE	29	
POLO TRACE, PHASE ONE	18	
POTTERS MILL, PHASE THREE	24	
SAINT CHARLES PLACE, PHASE ONE	22	
SEHOY, PHASE ONE	75	
SEHOY, PHASE TWO	32	
SEHOY, PHASE THREE	57	
SEHOY, PHASE FOUR	53	1
SEHOY, PHASE FIVE	29	1
STRATFORD GLEN, PHASE ONE	34	
STRATFORD GLEN, PHASE ONE B	17	
STRATFORD GLEN, PHASE TWO	29	
STRATFORD GLEN, PHASE THREE	47	
SUNSET BAY VILLAS		
TIAWASEE TRACE, PHASE ONE	51	
TIMBERCREEK, PHASE ONE	191	1
TIMBERCREEK, PHASE TWO	81	2
TIMBERCREEK, PHASE THREE	54	
TIMBERCREEK, PHASE FOUR	55	
TIMBERCREEK, PHASE FIVE	26	
TIMBERCREEK, PHASE SIX	85	
TIMBERCREEK, PHASE SEVEN	72	
TIMBERCREEK, PHASE EIGHT	52	
TIMBERCREEK, PHASE NINE	93	3
TIMBERCREEK, PHASE TEN	31	
TRACE CROSSING, PHASE ONE	14	
VAN AVENUE, PHASE ONE	8	
VICTORIA SQUARE, PHASE ONE		
WOOD FOREST, PHASE ONE	26	
YANCEY BRANCH, PHASE ONE	28	

THIS EXHIBIT IN NO WAY CONSTITUTES A BOUNDARY SURVEY



DATE: 04/26/06
SHEET NO. 1 OF 1
SCALE: 1"=40'
LAI ENGINEERING
155-0288-80-99-7-55



LAI ENGINEERING
PARKWAY CENTER -
1800 PARKWAY PL. - STE. 720
MARIETTA, GA 30067
PHONE: 770.423.0807
FAX: 770.423.1262
WWW.LAIENGINEERING.COM

PREPARED FOR:
AIG BAKER REAL ESTATE, LLC
1701 LEE BRANCH LANE
BIRMINGHAM, ALABAMA 35242
75 (205) 988-1000

PROJECT:
**EXHIBIT FLAT
JUBILEE SQUARE STARBUCKS
DAPHNE, AL**

SECTION 32, T4S-R2E BALDWIN COUNTY, AL

NO.	REVISIONS

Daphne Beautification Committee

City Hall 1705 Main Street Daphne, AL

Meeting Agenda

April 7, 2006 10:00 AM

Type of Meeting: General Membership Meeting

Chairperson: Carollee Grindel

Invitees:

City Liaison: Marshall Parsons, Marjorie Bellue

Members:

Carollee Grindel (4)	Vincent A. Russo (2)	Anne Talton (7)
Jerry Guillott (4)	Nancy Henderson (3)	Frieda Romanchuck (7)
Dorothy Morrison (2)	Audry Rouire (6)	Marilyn O'Connor Moore (2)
Dorothy Rankins (5)	Patty Kerney (5)	Tomasina Werner (4)
Bea Wilson (2)		

I. Call to order – 10:00 A.M.

II. Roll call – Present - Carollee Grindel, Jerry Guillott, Dorothy Rankins, Bea Wilson, Anne Talton, Frieda Romanchuck, Marilyn O'Connor Moore and Tomasina Werner

III. Approval of minutes – The minutes of the March meeting were read and accepted as read.

IV. Announcements - Frieda talked about the Planning Commissions upcoming meeting later today and the need to pass a resolution to ban digital billboards and signs in Daphne. A resolution motion was made and seconded with a unanimous vote for Frieda Romanchuck and Carollee Grindel to write a resolution from the beautification committee and present it at the meeting if it is necessary for discussion.

V. Open business

a) Membership Update – This will be tabled until we have a problem in the future.

b) Easter Events and Decorations – A report was read by Frieda Romanchuck stating that 55 large eggs and about 20 small eggs were painted. This took the committee of Frieda Romanchuck, Patty Kearney, Nancy Henderson and Anne Talton two mornings to accomplish. Also, the committee met and a motion was made, seconded and passed unanimously for the purchased shrubs and greenery to be used in the two locations that are to receive the Crepe Myrtles in Lake Forest.

These locations are one landscaped bed at Golf Terrace and Bayview and two landscaped beds at Ridgewood and Bayview (south intersection).

- c) Butterfly Garden/Monarch Waystation – D’Olive Boardwalk Park/Scenic Overlook Hill – Anne Talton gave a report stating that Marshall Parsons will plant an area with wildflower seed and water. Much more is needed to attract the monarch butterflies and she recommended that Carollee Grindel replace her as co-chair with Dorothy Morrison. Carollee accepted.
- d) Rose Gardens – Marshall informed us that this area is redone and looks great.
- e) Crepe Myrtle Trail – Anne Talton gave a report from the second meeting of this sub-committee and their suggested areas for crepe myrtles. These areas are Lake Forest intersection of Plaza Circle and Ridgewood, The triangle called malfunction junction, Main Street from the Summit Building to the D’Olive Creek, and the intersection of Lake Forest Blvd. and Windsor. A motion was made, seconded and voted upon with a unanimous approval to accept these areas for crepe myrtles.

VI. New business

Anne Talton asked for the Public Works water truck to water the shrubs planted by Bellsouth around its boxes throughout Lake Forest. A motion was made, seconded and a unanimous vote approved this work.

- a. A resolution recommending additional personnel for Marshall Parsons office was made. Marshall will do a study on the needs of his department.

VII. Public Works Report - Marshall informed us that the highway department will allocate 3 acres for wildflowers in the four quadrants of the I-10 and Highway 98 Interchange. A discussion on the intersection of I-10 and Highway 181 asked the Public Works Department to clean it up at Exit 38 as it is a gateway into Daphne. A motion was made, seconded and a unanimous vote to clean this area up.

There is a need for two more subcommittees. A Beautification Awards subcommittee and a Christmas Decorations subcommittee. Beautification Awards will be presented to businesses once a quarter and the committee will be Jerry Guillott, Bea Wilson, Marilyn O’Connor Moore and Carollee Grindel. The Christmas Decorations subcommittee will be Frieda Romanchuck and Nancy Henderson.

A discussion was held and a motion was made for Marshall Parsons to purchase the largest Christmas tree that he can find. This was seconded and the vote was unanimous in favor of buying this tree. The Daphne Beautification budget will partially help finance this purchase.

VIII. Adjournment – 11:29 a.m.

Daphne Beautification Committee Member list

Grindel, Carollee	27551 Claiborne Cir.	625-9830 625-2221 c-599-9830
	carollee@carollee.com	
Guillott, Jerry	27555 Claiborne Cir.	626-3020
Henderson, Nancy	104 Golmon Cir.	621-1135
	JNKSHPI@aol.com	
Kearney, Patty	560 Wedgewood Dr.	625-0430
	pattykearney@coldwellbanker.com	
Morrison, Dorothy	727 Oak Bluff Dr.	621-0831 c-367-6161
	granauntdd@mchsi.com	
Moore, Marilyn O'Connor	502 Polo Trace	626-4920
	melacy@wmconnect.com	
Rankins, Dorothy	112 Winsor Ct.	626-7331
Romanchuck, Frieda	30615 Laurel Ct.	447-0240 c-533-9472
	friedanr@bellsouth.net	
Rouire, Audrey	112 Michochain Cir.	626-9247
	audreyrouire600@hotmail.com	
Russo, Vincent	703 Hillwood Cir.	626-6533
	vincalba@bellsouth.net	
Talton, Anne	106 Hemphill Cir.	621-1372
	gatalton@earthlink.net	
Werner, Tomasina	109 Brentwood Dr.	626-0227
	tomasinawerner@bellsouth.net	
Wilson, Bea	132 Dunnford Hill Ct.	626-8789
	wswilson@msn.com	

**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:

**March 27, 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 – Jack Ehlenberg, Nancy Cox, Toni Fassbender, Pokey Miller, and John Lovelady

Also present – David Cohen, Bailey Yelding, and Bob Ingram

2. OLD BUSINESS

a. Approval of February 21, 2006 Minutes

Motion by Ms. Fassbender Seconded by Ms. Cox To approve the minutes.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

3. TREASURERS REPORT

Mr. Coulter provided a treasures report in his absence. He made a written recommendation of placing \$15,000 in a money market account with Wachovia to get a better rate of return.

Motion by Ms. Fassbender Seconded by Mr. Miller To approve the treasures report and place \$15,000 in a money market account with Wachovia Bank.

ALL IN FAVOR NONE OPPOSED MOTION CARRIED

4. DAPHNE COMMERCE AND TECHNOLOGY CENTER

5. OTHER BUSINESS

6. ADJOURN

Motion by Ms. Fassbender Seconded by Mr. Miller To adjourn.

**THERE BEING NO FURTHER BUSINESS TO DISCUSS THE MEETING
ADJOURNED AT 6:54 P.M.**

Respectfully Submitted,

David L. Cohen, Secretary

Approved:

Jack Ehlenberg, Chairman

Daphne Library Board
April 10, 2006
Meeting Minutes

In Attendance:

Interim Library Director Nancy Seale, Board Members Glenn Swaney, Chairman, Gayle Robinson and Cassandra Day. Also in attendance were Council Representatives Gus Palumbo and John Lake. Absent were Anita Rigas and Ernie Seckinger.

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 March 13, 2006 meeting were reviewed and approved as written.

Monthly Report:

The Monthly Report for March was presented to the Board and accepted. It was noted that more people are using the Library this year than at this same time last year.

Old Business:

New carpeting will be installed over Memorial Day weekend in the fiction section of the adult area of the Library. Ms. Seale and staff will remove the books on the Friday preceding Memorial Day and workmen will remove the shelves. The carpet suppliers will install the carpet on Saturday and Sunday preceding the holiday and the books and shelves will be replaced early on Tuesday morning following the holiday. This will minimize the Library disruption for the patrons.

There was more discussion about leasing a copier for the computer booths and for public use copies. Mr. Swaney is working with the Mayor and Council to get this copier approved. The Library computer technician will install the ethernet cable required. This copier will replace all the individual internet printers together with their costly ink cartridges and will pay for itself through the fees paid for copying by the patrons.

Councilman Gus Palumbo informed the Board that the bond issue was complete, which includes 1 million dollars for the Library expansion.

New Business:

The search for the new Library Director was discussed. Councilman Palumbo asked if the Library Board was responsible for the selection of the Director. Mr. Swaney stated

that legally the Board was responsible for the selection and control of the staff but that it had always in the past worked with the Mayor and Council on these selections and would continue to do so. He also stated that although the Board was somewhat autonomous, it still served at the discretion of the Mayor and Council. The applications are to be closed on April 28th.

Ron Allen approached Mr. Swaney about offering an Arts & Crafts Class with an instructor from Mobile for senior citizens. It was mentioned that the special events coordinator with the Recreation Department would be the person to approach about this idea. Mr. Swaney stated that he would relay these comments to Mr. Allen.

Councilman John Lake mentioned a possible reception for Dale Foster.

Public Participation:

None

The meeting was adjourned at 5:50 p.m.

Respectfully submitted by Nancy Seale

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

CALL TO ORDER:

The Chairman stated the number of members present constitutes a quorum and the regular meeting of the City of Daphne Planning Commission was called to order at 6:00 p.m.

CALL OF ROLL:

Members Present:

Fred Small, Mayor
Jeff Carrico, Chairman
Larry Chason, Secretary
Warren West, Vice Chairman
DeLeon Thomas
Cathy Barnette, Councilwoman

Members Absent:

Ed Kirby
Carter Eide

Staff Present:

William H. Eady, Sr., Director of Community Development
Jan Dickson, Planning Coordinator
Jay Ross, Attorney
Tim Fleming, Associate Attorney
Nancy Anderson, GIS Technician

The Chairman stated the first order of business is the call to order. Please let the record reflect that Mr. Eide and Mr. Kirby are absent and the Commission has one position vacant. The next order of business is approval of the minutes.

APPROVAL OF MINUTES:

The minutes of the February 23, 2006 regular meeting were considered for approval. A copy of the minutes was furnished to us previously. If there are no additions, deletions, or corrections at this time, the Chair will entertain a motion.

A Motion was made by Ms. Barnette and Seconded by Mr. West to approve the minutes of the regular meeting, subject to a revision on page 2 regarding the administrative review for the Eastern Shore Park Landscape Plan. The Motion carried unanimously.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

The Chairman stated the next order of business is under old business is a zoning review for Two Step Partners, L.L.C.

OLD BUSINESS:

PETITIONS:

ZONING AMENDMENT REVIEW:

File Z06-01: Two Step Partners, L.L.C.

Location: Northeast of U. S. Highway 98 and 2nd Street, 28720 2nd Street

Area: 0.6 Acres +

Owner: Two Step Partners - Dr. Barry Booth and Celia Wallace

Engineer: Hutchinson, Moore & Rauch - Doug Bailey

Present Zoning: R-3

Proposed Zoning: B-2

Reference: Formerly the Cecil Parrish property

An introductory presentation was given by Mr. Bailey, representing Hutchinson, Moore & Rauch, requesting the rezoning of lots 4, 5, 6, and 7 of Block 56, of Park City Subdivision from a R-3, High Density Single Family Residential, to a B-2, General Business, zone. We are asking for the rezoning of this parcel for the use of the presently constructed building for a business office facility. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation.

The adjacent property owner, Mr. Hull, addressed the Commission to express his concerns regarding the proposed development and how it would impact his property. The City Council had returned the zoning amendment to the Planning Commission because his was notified of the previous date for the Planning Commission meeting.

The Commission addressed the concerns of the adjacent property owner and discussed at length its possible effect on the adjacent property.

The Chairman stated do any of the Commissioners have any further questions or comments. He closed public participation. If there is no objection, the Chair would entertain a motion.

A Motion was made by Mr. Chason and Seconded by Ms. Barnette for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the rezoning for Two Step Partners, L.L.C. from a R-3, High Density Single Family Residential, to a B-2, General Business, zone.

The Motion carried unanimously.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

The Chairman stated the next order of business under new business is final plat review for Canaan Place Subdivision, Phase One-A.

NEW BUSINESS:

FINAL PLAT REVIEW:

File SDF06-07:

Subdivision: Canaan Place, Phase One - A

Location: Northwest corner of the intersection of County Road 54 and 54 East

Area: 10.01 Acres +, (12) lots

Owner: C & E, L.L.C.

Engineer: Engineering Development Services - Jason Estes

An introductory presentation was given by Mr. Estes and Mr. Pickens, representing Engineering Development Services, requesting final plat approval of a ten-acre subdivision consisting of twelve lots located at the Northwest corner of the intersection of County Road 54 and 54 East. We will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair would entertain a motion.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Kirby **to approve the final plat for Canaan Place Subdivision, Phase One-A. The Motion carried unanimously.**

The Chairman stated the next order of business is final plat review for Cotton Ridge Estates.

File SDF06-04:

Subdivision: Cotton Ridge Estates

Location: The East side of County Road 54

Area: 14.4 Acres +, (38) lots

Owner: B & B Development

Engineer: Moore Engineering - Seth Moore

An introductory presentation was given by Mr. Moore, representing Moore Engineering, requesting final plat review of a fourteen-acre subdivision consisting of thirty-eight lots located on the East side of County Road 54. The owner of the subdivision has posted a performance bond in the amount of one hundred fifty times the total cost of the improvements and they are requesting final plat approval. I will be happy to answer any questions you may have.

Mr. Chason commented on the County's commitment to address drainage in

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

this area by installing a pipe to the East of this property on County Road 54. He requested the owners to commit to post a bond and construct the improvements if the County had not done so by the completion of the project.

Mr. Moore stated Baldwin County has agreed to this project due to the fact that someone is proposing to develop a subdivision adjacent to this site. They did not however commit to a time frame.

Matt Burn and Todd Boothe, B & B Development, the owners of the Cotton Ridge Estates, agreed to approach the County regarding this matter and construction the improvements along County Road 54, if it is not done in a timely manner by the County.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Mr. Chason and **Seconded** by Ms. Barnette **to grant Final Plat approval to Cotton Ridge Estates. The Motion carried unanimously.**

The Chairman stated the next order of business is final plat review for Tealwood Subdivision, Phase Two.

File SDF06-05:

Subdivision: Tealwood, Phase Two

Location: Southeast of the intersection of County Road 64 and 13
Area: 12.59 Acres +, (21) lots
Owner: YIA Development, L.L.C.
Engineer: Engineering Development Services - Jason Estes

An introductory presentation was given by Mr. Estes and Mr. Pickens, representing Engineering Development Services, requesting final plat approval of a twelve-acre subdivision consisting of twenty-one lots located Southeast of the intersection of County Road 64 and 13. The subdivision is complete, and the owner is asking for final approval. We will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair would entertain a motion.

A **Motion** was made by Mr. West and **Seconded** by Mayor Small **to approve the final plat for Tealwood Subdivision, Phase Two. The Motion carried unanimously.**

The Chairman stated the next order of business is final plat review for Bellewood Subdivision.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

File SDF06-08:

Subdivision: Bellewood

Location: Lot 1 of Tristan Lazzari Farms Subdivision on County Road 64, Southeast of Rolling Meadows Subdivision
Area: 11.11 Acres ±, (20) lots
Owner: Tristan Lazzari
Engineer: Engineering Development Services - Jason Estes

An introductory presentation was given by Mr. Estes and Mr. Pickens, representing Engineering Development Services, requesting final plat approval of an eleven-acre subdivision consisting of twenty lots located on Lot 1 of Tristan Lazzari Farms Subdivision on County Road 64, Southeast of Rolling Meadows Subdivision. The subdivision is complete, and the owner is asking for final approval. We will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He commented on the report which outlined the inadequacies with this subdivision given to us by Ashley Campbell, the Site Containment Officer.

Mr. Eady, the Director of Community Development, stated these pictures and the report was provided to the department after the final inspection was conducted. In the future, final inspections will be conducted by Mr. Eslava, Ms. Campbell, and myself at the same time to avoid this in the future. A report will be provided to you by Ms. Campbell the same as the memorandum that is provided by Mr. Eslava.

The Chairman stated he was not comfortable approving the final plat after seeing Ms. Campbell's report.

Mr. Estes requested that final plat approval conditioned upon no signatures would be obtained on the plat until such time the punch list is addressed and the approval is given by Ms. Campbell.

Mr. Eady, the Director of Community Development, and Mr. Ross, the City Attorney, agreed that this would be acceptable.

The Chairman stated do any of the Commissioners or Mr. Eady have any further questions or comments. If there is no objection, the Chair would entertain a motion.

A **Motion** was made by Mr. Chason and **Seconded** by Ms. Barnette **to**

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

approve the final plat for Bellewood Subdivision.

An **Amended Motion** was made by Mr. Chason and **Seconded** by Ms. Barnette *to approve the final plat for Bellewood Subdivision, subject to the owner not obtaining signatures until he has addresses the issues satisfactorily with Mr. Eady, the Director of Community Development, and Ashley Campbell, the Site Containment Officer. The Motion carried unanimously.*

The Chairman stated the next order of business is final plat review for Rolling Meadows Subdivision.

File SDF06-09:

Subdivision: Rolling Meadows

Location: The intersection of County Roads 64 and 54
Area: 28.89 Acres +, (56) lots
Owner: Tristan A. Lazzari
Engineer: Engineering Development Services - Jason Estes

An introductory presentation was given by Mr. Estes and Mr. Pickens, representing Engineering Development Services, requesting final plat approval of a twenty-eight acre subdivision consisting of fifty-six lots located at the intersection of County Roads 64 and 54. The subdivision is complete, and the owner is asking for final approval. We will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He commented on the report which outlined the inadequacies with this subdivision given to us by Ashley Campbell, the Site Containment Officer. Do any of the Commissioners or Mr. Eady have any further questions or comments? If there is no objection, the Chair would entertain a motion.

A **Motion** was made by Mr. Chason and **Seconded** by Ms. Barnette *to approve the final plat for Rolling Meadows Subdivision, subject to the owner not obtaining signatures until he has addresses the issues satisfactorily with Mr. Eady, the Director of Community Development, and Ashley Campbell, the Site Containment Officer. The Motion carried unanimously.*

The Chairman stated the next order of business is final plat review for Belle Meadows Subdivision.

File SDF06-10:

Subdivision: Belle Meadows

Location: Northeast corner of County Road 54 and Garrett Road
Area: 5 Acres +, (13) lots

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

Owner: Glover Builders, Inc. - Charles Glover
Engineer: Orion Engineering - Brad Peacock

An introductory presentation was given by Mr. Peacock, representing Orion Engineering, requesting final plat approval of a five-acre subdivision consisting of thirteen lots located Northeast corner of County Road 54 and Garrett Road. The subdivision is complete, and the owner is asking for final approval. He commented on the drainage concerns of the Planning Commission. He outlined for them the function of the drainage design for this subdivision. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair will entertain a motion.

Mr. Chason stated he had discussed the information provided to the Commission by Mr. Peacock. He stated he was comfortable with the proposal.

A **Motion** was made by Mr. West and **Seconded** by Mayor Small **to approve the final plat for Belle Meadows Subdivision. The Motion carried unanimously.**

The Chairman stated the next order of business is preliminary/final plat review for the Resubdivision of Lots 17, 18, and 19, Jackson Oaks Patio Homes.

PRELIMINARY/FINAL PLAT REVIEW:

File SDPF06-02:

Subdivision: The Resubdivision of Lots 17, 18, and 19, Jackson Oaks Patio Homes

Location: On the East side of Main Street
Area: 0.33 Acres ±, (2) lots
Owner: Rob Davis
Surveyor: GEO Surveying - Matt Kountz

An introductory presentation was given by Mr. Davis, the owner, requesting preliminary/final plat review of a 0.33 acre subdivision consisting of two lots located on the East side of Main Street. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation. With no adjacent property owners present, he closed public participation. If there is no objection, the Chair will entertain a motion.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

A **Motion** was made by Mayor Small and **Seconded** by Mr. West **to grant Preliminary/Final Plat approval to the Resubdivision of Lots 17, 18, and 19, Jackson Oaks Patio Homes. The Motion carried unanimously.**

The Chairman stated the next order of business is master plan review for Eastfield Subdivision.

An introductory presentation was given by Mr. Russell, representing McCrory & Williams, requesting Master Plan review for Eastfield Subdivision.

The Chairman stated the next order of business is preliminary plat review for Eastfield Subdivision.

PRELIMINARY PLAT REVIEW:

File SDP06-06:

Subdivision: Eastfield, Phase One

Location: Lies between Rigsby Road and County Road 54, approximately one thousand three hundred and twenty feet South of Larry Road

Area: 40.03 Acres +, (82) lots

Engineer: McCrory & Williams - Daryl Russell

An introductory presentation was given by Mr. Russell, representing McCrory & Williams, requesting preliminary plat review of a forty-acre subdivision consisting of eighty-two lots which lies between Rigsby Road and County Road 54, approximately one thousand three hundred and twenty feet South of Larry Road. He stated I have redesigned the drainage for the subdivision and addressed the concerns that you expressed at site preview. This is demonstrated by the drainage criteria displayed on power point and the information given to each of you. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation.

The adjacent property owner, Ms. McKnight, addressed the Commission to express her concerns regarding the proposed development and how it would impact her property with regards to drainage.

The Commission addressed the concerns of the adjacent property owner and discussed at length its possible effect on the adjacent property.

The Chairman stated do any of the Commissioners have any further questions or comments. He closed public participation. If there is no

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

objection, the Chair would entertain a motion.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. West **to approve the master plan and preliminary plat for Eastfield, Phase One. The Motion carried unanimously.**

The Chairman stated the next order of business is master plan review for the Reserve Subdivision.

An introductory presentation was given by Mr. Rebol, representing Rebol-Battle & Associates, requesting revised master plan review for the Reserve Subdivision.

Ms. Barnette apologized for her absence at site preview. She stated she was concerned about the proposed mixed use development of the Reserve Subdivision and would not feel comfortable approving the master plan at this time.

The Commission discussed the master plan with regard to the mixture of residential and commercial development, access to both U. S. Highway 90 and County Road 64, through traffic, and the design of the right-of-ways in order to control speed.

The Chairman stated the next order of business is preliminary plat review for the Reserve Subdivision, Phase II.

File SDP06-05:

Subdivision: The Reserve, Phase II

Location: On U. S. Highway 90 and Fish River East of Plantation Hills Subdivision
Area: 25 Acres \pm , (34) lots
Owner: Daphne Investment Group, L.L.C.
Engineer: Rebol - Battle & Associates - Paul Battle

An introductory presentation was given by Mr. Rebol, representing Rebol-Battle & Associates, requesting preliminary plat review of a twenty-five acre subdivision consisting of thirty-four lots located on U. S. Highway 90 and Fish River immediately East of Plantation Hills Subdivision. He stated I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation. With no adjacent property owners present, he closed public participation. If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Mr. Chason and **Seconded** by Ms. Barnette **to table the master plan and preliminary plat for the Reserve Subdivision and**

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

Phase One. The Motion carried unanimously.

Ms. Dickson stated Mr. Chairman please ask Mr. Rebol if he would waive the thirty-day requirement.

The Chairman asked Mr. Rebol if he would like to waive the thirty-day requirement.

Mr. Rebol stated yes.

The Chairman stated the next order of business is preliminary plat review for Churchill Subdivision, Phase II.

File SDP06-07:

Subdivision: Churchill, Phase II

Location: On U.S. Highway 31 near Shambo Road
Area: 99.5 Acres +, (158) lots
Owner: Media General Convergence, Inc./Joseph and Catherine Bertagnolli
Engineer: Hutchinson, Moore & Rauch - Ray Moore

An introductory presentation was given by Mr. Christopher Baker, representing Hutchinson, Moore & Rauch, requesting preliminary plat approval of a ninety-nine acre subdivision consisting of one hundred and fifty-eight lots located on U.S. Highway 31 near Shambo Road. I will be happy to answer any questions you may have.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He opened the floor to public participation.

The adjacent property owner, Ms. Mixon, addressed the Commission to express her concerns regarding the proposed development and how it would impact her property. She read a letter from which outlined her concerns regarding a thirty-foot dedicated easement which accessed her daughter and son's property to the North.

The Commission addressed the concerns of the adjacent property owner and discussed at length its possible effect on the adjacent property.

The Chairman asked Mr. Ross, the attorney, if this was something that the Planning Commission needs to address.

Mr. Ross stated the question of the deeded thirty-foot ingress and egress easement for the adjacent properties would be an issue that would have to be addressed between the developer and the property owners. The Planning Commission would not have jurisdiction to make a decision on this matter.

The Chairman stated do any of the Commissioners have any further questions or comments. He closed public participation. If there is no objection, the Chair would entertain a motion.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

Mr. Baker stated that the adjacent property owner would still have access to the easement through the paved right-of-way contained within the subdivision.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Chason **to grant Preliminary Plat approval to Churchill Subdivision, Phase II. The Motion carried unanimously.**

The Commission recessed at 7:40 p.m. and reconvened at 7:50 p.m.

Mr. West stated that he had a prior engagement and requested to be excused.

The Chairman stated the next order of business is administrative presentation review for Eastern Shore Park Landscape Plan.

ADMINISTRATIVE PRESENTATION:

An introductory presentation was given by Mr. Kent Broom, representing Kent Broom Architects, and Frank Johnston, representing Malbis Properties, L.L.C., of a proposed landscape plan for Interstate 10 North of Eastern Park Subdivision.

Mr. Broom stated we have taken the landscape plan that was presented at the last meeting and addressed the issues expressed by the Planning Commission with regard to the landscaping. The Alabama Department of Transportation expressed some concerns about the location of the Azaleas and the plantings to the West. Therefore, we have added a larger planting area increased by a third to clear the visibility. We accomplished this by placing the Azaleas around the Bermuda.

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Chason **to approve the revision to the landscape plan for Interstate 10 North of Eastern Park Subdivision. The Motion carried unanimously.**

The Chairman stated the next order of business is master plan review for the Shadowbrook Subdivision.

An introductory presentation was given by Mr. Joel Coleman, representing Rester & Coleman Engineers, and the owner, the Mitchell Company, requesting master plan review of a proposed four-phase development consisting of one hundred and sixty acres and three hundred and three lots located on the East side of Alabama Highway 181, South of Bellaton Subdivision. I have addressed the concerns of the Planning Commission with regard to density. I have outlined two new options which are Alternate One-A and Alternate One-B.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Chason **to grant master plan approval to Alternate One-A for Shadowbrook Subdivision. The Motion carried unanimously.**

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

The Chairman stated the next order of business is an administrative review for Antonio Bolton.

An introductory presentation was given by Mr. Eady, the Director of Community Development, requesting that the City of Daphne change the name of a portion of Dale Road to Bolton Drive. He stated the request was made by Mr. Bailey Yelding, Councilman. The request was approved by Baldwin County 911. The memorandum is contained in your packet.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Ms. Barnette and **Seconded** by Mayor Small **to favorably recommend from the Planning Commission to the City Council giving the name Bolton Drive to a portion of Dale Road. The Motion carried unanimously.**

The Chairman stated the next order of business is an administrative review for Via Dolorosa.

An introductory presentation was given by Mr. Deven Moore, the owner, requesting revised preliminary plat review of Via Dolorosa. He stated we have purchased a portion of the property to the South of our development and reconfigured the right-of-way to address some concerns which were expressed in our earlier presentation before the Commission. I have given you a revised drawing of the plat. I am requesting a revision to the previous approval.

Mayor Small stated he was contacted by Mr. Moore to request approval of the revision because Mr. Eady had expressed that it should be a Commission decision rather than staff. He requested the Commission review and decide whether or not to approve the revision.

The Chairman asked the attorney how many members would have to be present to vote on this matter.

Mr. Ross stated six. It takes six affirmative votes to approve a subdivision or a revision thereto.

Mr. Moore stated Mr. West was present and you had six.

The Chairman stated I recognized that we were going to discuss this matter, but I was not aware that we would be asked to vote.

Mayor Small asked if the authority could be given to Mr. Eady to review and make a decision on this proposal.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. He commented on the submittal of revisions or new items after site preview. He expressed his unhappiness with the amount of documents provided to the Planning Commission subsequent to site preview and stated this would not be allowed in the future. The only revisions which will be acceptable would be those directed by the Planning Commission. He advised Mr. Moore to submit his proposed revision to his plat to the Community Development Department for review and advertisement.

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

ATTORNEY'S REPORT:

An introductory presentation was given by Mr. Tim Fleming, Associate Attorney, of a revision to the City of Daphne Land Use and Development Ordinance, Article XXXVIII, Sign Ordinance.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments.

Mr. Ben Meisler, the owner of Holiday Inn being constructed at Alabama Highway 181 and Interstate 10, requested to address the Commission regarding the ordinance. He requested consideration of the section regarding interstate corridor signs.

Mr. Ben Meisler, upon completion of the construction of my facility, I wish to erect a sign which will allow the hotel visibility from the interstate. This ordinance has been under advisement for more than nine months.

Ms. Freida Romanchuck stated she was a member of the sign committee and instrumental in assisting in the preparation of the proposed amendments. She requested a recommendation to the City Council since all possible consideration and revisions/additions that had been made.

The Chairman stated do any of the Commissioners or Mr. Eady have any questions or comments. If there is no objection, the Chair will entertain a motion.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Chason **for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the proposed amendments to the Land Use and Development Ordinance, Sign Provisions.**

Ms. Barnette stated I believe the revisions to the sign ordinance should be discussed at a work session prior to consideration.

The Motion was withdrawn.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Chason *to table the proposed amendments to the Land Use and Development Ordinance, Sign Provisions. The Motion carried unanimously.*

PUBLIC PARTICIPATION:

Ms. Karen Nady expressed her concerns regarding allowing public participation. I stayed to hear the discussion regarding the sign ordinance. Prior to the presentation, Mr. Moore proposed a revision to his subdivision, Via Dolorosa, which was not on the agenda nor had the adjacent property owners been notified. I am not an adjacent property owner, but I do live in near the development. If I had not been here and stayed I would not have known.

PLANNING COMMISSION DISCUSSION:

A **Motion** was made by Ms. Barnette and **Seconded** by Mr. Chason *to request that the report provided by Ms. Ashley Campbell, the Site Containment Inspector, be made a part of the Planning Commission packet each month. The Motion carried unanimously.*

ADJOURNMENT:

The Chairman stated do any of the Commissioners or Mr. Eady have any further questions or comments. If there is no objection, the Chair will entertain a motion to adjourn.

A **Motion** was made and **Seconded to adjourn. The Motion carried unanimously.**

There being no further business, the meeting was adjourned at 8:50 p.m.

Respectfully submitted by:

Jan Dickson, Planning Coordinator

APPROVED: April 27, 2006

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

Jeff Carrico, Chairman

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
REGULAR MEETING OF MARCH 30, 2006
(RESCHEDULED REGULAR MEETING OF MARCH 23, 2006)
COUNCIL CHAMBERS, CITY HALL - 6:00 P.M.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF APRIL 7, 2006
COUNCIL CHAMBERS, CITY HALL - 3:00 P.M.

CALL TO ORDER:

The Chairman stated the number of members present constitutes a quorum and the special meeting of the City of Daphne Planning Commission was called to order at 3:03 p.m.

CALL OF ROLL:

Members Present:

Fred Small, Mayor
Jeff Carrico, Chairman
Larry Chason, Secretary
Warren West, Vice Chairman
DeLeon Thomas
Cathy Barnette, Councilwoman
Ed Kirby

Members Absent:

Carter Eide

Staff Present:

William H. Eady, Sr., Director of Community Development
Jan Dickson, Planning Coordinator
Jay Ross, Attorney
Tim Fleming, Associate Attorney

Staff Absent:

Nancy Anderson, GIS Technician

NEW BUSINESS:

The Chairman stated the first order of business is the call to order. Please let the record reflect that Mr. Eide is absent and the Commission has one position vacant. The next order of business is the attorney's report. An administrative presentation shall be given by Mr. Tim Fleming, the Associate Attorney, of a proposed amendment to the City of Daphne Land Use and Development Ordinance, Sign Provisions. He requested that Mr. Fleming approach the podium to present the changes to the Commission.

Mayor Small suggested that Mr. Fleming read the ordinance.

The Chairman requested that Mr. Fleming read each section which will be amended so the Commission could review the changes.

Mr. Fleming explained that each strike out would be a portion of the section which will be removed. The verbiage which is italicized and

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF APRIL 7, 2006
COUNCIL CHAMBERS, CITY HALL - 3:00 P.M.

underlined is the new language which is proposed.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Kirby **to table the ordinance in order to allow the Planning Commission sufficient time for review.**

After much discussion, Mr. Kirby withdrew his second.

Discussion regarding Article XXXIII, Section 33-10 (k), the addition of the section for digital display signs proposed by Mr. Chason.

Mr. Kirby commented on the fact that the digital display sign at the intersection of Alabama Highway 181 and County Road 64 was a nonconforming sign because state law says that the sign ordinance portion of our ordinance regulates signage in the extraterritorial planning jurisdiction.

Mayor Small stated he has spoken with Mr. Wayne Dyess, the Director of Baldwin County's Planning/Zoning Department, with regard to this matter and it is being addressed.

A **Motion** was made by Mayor Small and **Seconded** by Mr. Kirby **to remove XXXIII, Section 33-10 (k), digital display signs. The Motion carried. Mr. Chason opposed.**

Discussion regarding Article XXXIII, Section 33-10(l) interstate corridor signs to address signage for Comfort Suites, the new hotel near Hilton Garden Inn, and Hilton Garden Inn.

Mr. Fleming read each section and outlined the proposed changes to the ordinance. The following sections are proposed to be amended and/or added to the Sign Provisions: Sections 33-5 (e)(2), 33-5 (h), 33-5 (i), 33-9 (a), 33-10 (l) and 33-10 (m). The changes addressed recognizing national and stated holidays for advertising, commercial retail signage, allowing signage for interior private streets of shopping centers, and interior corridor signs.

The Commission recessed at 4:45 p.m. and reconvened at 4:50 p.m.

A **Motion** was made by Mayor Small **for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the proposed amendments to the Land Use and Development Ordinance, Section 33-5 (e).**

Mayor Small withdrew his motion.

A **Motion** was made by Mayor Small **and Seconded** by Mr. Kirby **for the affirmative recommendation by the Planning Commission to the City Council of Daphne for the proposed amendments to the Land Use and**

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF APRIL 7, 2006
COUNCIL CHAMBERS, CITY HALL - 3:00 P.M.

Development Ordinance, Sign Provisions, to include the following: Article 33, Section Sections 33-5 (e)(2), 33-5 (h), 33-5 (i), 33-9 (a), 33-10 (1) and 33-10 (m). The Motion carried. Ms. Barnette opposed.

PUBLIC PARTICIPATION:

Ms. Victoria Phelps, a concerned resident, commented on the need for more points for the public to have bay access as the Planning Commission addressed future planning and development in the area.

ADJOURNMENT:

The Chairman stated do any of the Commissioners or Mr. Eady have any further questions or comments. If there is no objection, the Chair will entertain a motion to adjourn.

A Motion was made and Seconded to adjourn. The Motion carried unanimously.

There being no further business, the meeting was adjourned at 5:25 p.m.

Respectfully submitted by:

Jan Dickson, Planning Coordinator

APPROVED: April 27, 2006

Jeff Carrico, Chairman

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF APRIL 7, 2006
COUNCIL CHAMBERS, CITY HALL - 3:00 P.M.

THE CITY OF DAPHNE
PLANNING COMMISSION MINUTES
SPECIAL MEETING OF APRIL 7, 2006
COUNCIL CHAMBERS, CITY HALL - 3:00 P.M.

DAPHNE RECREATION BOARD
MINUTES OF THE MEETING
April 13, 2006

Organizational Meeting

Present: Mayor Fred Small, Councilman Gus Palumbo, Councilman Greg Burnam, Councilman John Lake, David McKelroy – Recreation Director, Matt Cunningham, Kit Smith, Rick Cleveland, Eric Smith and Glen Vickery

Councilman Palumbo lead the meeting in discussing the purpose the Recreation Board, the purchase of property for recreation and the shortage of facilities in the Daphne community.

The Wednesday before the second Council Meeting at 6:00pm was agreed upon as the regular meeting time for the board.

Having no further business, meeting was adjourned.

Monthly meetings are as follows:

May 10
June 14
July 12
August 16
September 13
October 11
November 15
December 13

MINUTES
Utilities Board of the City of Daphne

March 1, 2006
5:00 P.M.

I. Call to Order

II. Roll Call:

The Utility Board Meeting was called to order by the Chairman, Bob Segalla, at 5:00 p.m. on Wednesday, March 1, 2006.

Members Present: Robert Segalla, Chairman; Ron Scott, Vice Chairman; Mayor Fred Small; Bob Patterson; Lloyd Taylor, Board Attorney

Absent: Lon Johnston, Secretary Treasurer

Others Present: Rob McElroy, Stan Clayton, Danny Lyndall, Teresa Logiotatos, Deloris Brown, Stephnie Merchant, Ruth McCulloh, Ray Moore, Melinda Immel, Andrew Bolar, Terry Cawthron, Tim Jones, Kenny Johnson

III. Pledge of Allegiance

IV. Approval of Minutes

Mr. Segalla commended Kevin Bryant and the Water Reclamation Department on the Grease Recycling Program. He thanked the employees who took time to assist with the community benefit at Lott Park for PD Raines who was seriously injured in Iraq.

The Board reviewed the minutes from the January 25, 2006, Utility Board Meeting.

Mayor Small made a motion to approve the minutes from January 25, 2006, and Mr. Patterson seconded the motion; all were in favor.

V. Old Business

A. Brookhaven Subdivision

Mr. Taylor advised the Board that he had sent the attorney for Belforest Water a letter requesting finalization of the agreement defining the territory for water services in the Brookhaven Subdivision.

B. Sale of Property by the Utilities Board

Mr. Segalla reviewed a letter from Tim Fleming, of Ross & Jordan, P.C., regarding the sale/disposal of property and stated that the sale was permissible if the property was exchanged for fair value. Mr. Taylor advised the Board that he had requested the City Attorney to prepare a resolution for the City Council to pass to satisfy the title requirement for the property.

MINUTES
Utilities Board of the City of Daphne

March 1, 2006
5:00 P.M.

C. Fire Hydrant Maintenance

Mr. McElroy advised the Board that the decision was still in the Fire Chief's hands and that he did not have any new information. Mr. Segalla stated that whoever performs the maintenance will take 100% of the functions related to the program and that it will not be a joint effort.

D. Sewer Non-connect Status

Mr. Clayton advised the Board that he had met with Judge Doyle and Mr. Scroggins to review the Sewer Ordinance. The Board discussed the current process and procedures. Mr. Taylor stated that the Board needed to pass a resolution requiring sewer connection within six months to be consistent with the City Ordinance.

Mayor Small made a motion to adopt a resolution to reflect a six month sewer connection requirement and Mr. Scott seconded the motion; all were in favor.

VI. New Business

A. Park City Water Authority Agreement

The Board reviewed the proposed agreement from Park City Water System allowing Park City to bill for sewer usage and in return pay Daphne Utilities. The Mayor discussed problems with garbage fee collections from the Park City residents. Mr. Taylor stated that the agreement would be acceptable once a rate structure is established.

Mr. Scott made a motion to approve the agreement with Park City Water System contingent upon a rate structure being set, and Mayor Small seconded the motion; all were in favor.

B. Daphne Utilities Reorganization Plan

Mr. McElroy advised the Board that a new organizational chart was included in the agenda packet and that he would review the reorganization details in his General Manager's report.

VII. Finance Reports

A. Financial Reports for Month Ending January 31, 2006.

Mrs. Logiotatos reviewed and discussed the Summary Report, Balance Sheet, Combined Reports, Departmental Reports, Allocation of Support Report, Cash Flow Report, Projected Cash/Cash Payment Report, and Check History Report for month ending January 31, 2006, with the Board.

VIII. Board Attorney's Report

Mr. Taylor updated the Board on the status of the Krystal Ridge Natural Gas Agreement, Park City Water Agreement, Bayfront Villa Agreement, Brookhaven Territory Agreement, Sale of Utility Board Property, Sewer Ordinance/Resolution Revisions, Oldfield Development Agreement, Oldfield Water Service, and Haley's Lane Agreements.

MINUTES

Utilities Board of the City of Daphne

March 1, 2006
5:00 P.M.

Mr. Taylor advised the Board that he was requesting a fee increase. Mr. Segalla and Mr. McElroy proposed a fee increase from \$100/hr to \$200/hr. The Board discussed the request and proposal and determined that it should be discussed in an executive session.

IX. General Manager's Report

A. GM Report

Mr. McElroy introduced and welcomed Danny Lyndall – Operations Manager Kenny Johnson – Code Enforcement, and Ruth McCulloh – Administrative Assistant. Mr. McElroy updated the Board on the status of Administration including operational reorganization summary, Marketing & Public Relations, Human Resources, Customer Service, Purchasing, Field Services (Wastewater Collection, Water Distribution, Line Locate), Maintenance (Building, Grounds, Electrical & Street Maintenance, Natural Gas), Wastewater Treatment, Water Quality and Code Enforcement. Mr. Segalla commended the Customer Service Department on their friendly customer service including smiles and welcome greetings. Terry Cawthron updated the Board on Field Services operations and reorganization status, and Andrew Bolar updated the Board on Maintenance operations and reorganization status. Mr. Clayton updated the Board on the status of current projects including Sewer Connections, Buildings and Construction, Well #5, Highway 90/Canterbury Main Extensions, Water Storage Tank, Eastern Shore Park, Oldfield Development, BioTerminator, Scum Beach, Bayfront Villa, Natural Gas Annual Contract Bid, Street Paving Annual Contract Bid, Natural Gas Projects, and Fire Hydrant Maintenance.

B. Engineering Report

Mr. Moore updated the Board on the status of Highway 64 South Sewers, Well #5 Upgrades, Survey of 19 Acre Utility Board Property, and North Winding Brook Sewer. Mrs. Immel updated the Board on the status of current Short Term Water System Improvements, Sanitary Sewer Improvements for the Dauphine Acres Area, Evaluation of Selected Sanitary Sewer Areas, Long Range Plan & Annual Report, Standard Specifications, Annual Contracts and ADECA Grants. Mrs. Immel reviewed the bid tabulation and recommended that the Board award the bid water main extensions along US 90/Canterbury to the lowest bidder R & B Contracting Company in the amount of \$491,838.

C. Utility Revenues Report

The Board reviewed the reports and graphs for water, sewer, and gas revenues for October 2005 through January 2006.

X. Public Participation

XI. Board Comments

MINUTES
Utilities Board of the City of Daphne

March 1, 2006
5:00 P.M.

XII. Executive Session

Mayor Small motioned for the Board to conduct an Executive Session to discuss legal and personnel issues at 6:19 p.m. The Board returned from Executive Session at 7:46 p.m.

XIII. Board Action

A. Bid Award – Water Main Extensions

Mr. Scott motioned to award the bid for water main extensions along US 90/Canterbury to R & B Contracting Company, and Mr. Patterson seconded the motion; all were in favor.

B. Adoptions of Standard Specifications

Mr. Scott motioned to adopt the standard specifications and Mayor Small seconded the motion: all were in favor.

C. Attorney Fee Increase

Mr. Patterson motioned to increase the hourly rate for the Board Attorney and Mayor Small seconded the motion: all were in favor.

D. Resolution 2006-02 Oldfield Development Agreement

Mayor Small motioned to adopt Resolution 2006-02 and Mr. Patterson seconded the motion: all were in favor.

XIV. Adjournment

Mayor Small motioned to adjourn at 7:50 p.m.

MINUTES
Utilities Board of the City of Daphne

March 1, 2006
5:00 P.M.

Submitted by:

Stephnie P. Merchant
Executive Assistant

Approved by:

Robert Segalla
Chairman of the Board

MINUTES

Utilities Board of the City of Daphne

City of Daphne Council Chambers ♦ March 29, 2006 ♦ 5:00 p.m.

I. Call to Order

5:25pm March 29, 2006

II. Roll Call

The Utility Board Meeting was called to order by the Bob Segalla-Chairman, at 5:25p.m. on Wednesday, March 29, 2006

Members Present

Robert Segalla-Chairman, Ron Scott-Vice Chairman, Lon Johnston-Secretary Treasurer,

Absent

Fred Small-Mayor, Bob Patterson, Lloyd Taylor-Board Attorney

Others Present

Rob McElroy-General Manager, Danny Lyndall, Rebecca Williamson, Stan Clayton, Melinda Immel, Ray Moore, Teresa Logiotatos, Deloris Brown, Stephnie Merchant, Ruth McCulloh

III. Pledge of Allegiance

IV. Approval of Minutes

March 29, 2006 – Utility Board Meeting

Approval of the minutes from the meeting March 29, 2006. No additions or deletions to the minutes were made. Mr. Scott made a motion for approval of the minutes Mr. Segalla seconded the motion, and all were in favor.

V. Old Business

Fire Hydrant Maintenance

Rob McElroy stated that Danny Lyndall has been in charge of gathering information regarding the fire hydrant maintenance. No movement in the consideration of the hand-off of the program to the Fire Department had been made, but Mr. McElroy informed the Board that the City is being billed for maintenance on each hydrant. Utilities had been billing them \$55,000 per year but has now gone to billing at a unit price. The yearly projected amount based on the current number of hydrants is \$58,800. No profit is made from the \$58,800. We install the hydrants and know how to maintain them. The Fire Department will have to learn how to maintain them. Ron Scott said that if we do pass this project over to the Fire Department, we need to know how much to bill them for water usage since there are no meters. Also, he stated that a profit needed to be made if we are going to continue to maintain the system. If the Fire Department maintains them, they will be totally responsible for them.

MINUTES

Utilities Board of the City of Daphne

City of Daphne Council Chambers ♦ March 29, 2006 ♦ 5:00 p.m.

Potential Sale of Maintenance Facility Property (Gas Plant)

Mr. McElroy advised that no resolution of sale of the property had been reached as of now and could be ongoing for at least another 6 months if not longer. The site is still being shown to prospective buyers.

VI. New Business

No new business was addressed.

VII. Board Attorney's Report

Park City Agreement

Mr. McElroy reported that the agreement with Park City was still in the hands of the board attorney and waiting for signatures.

Bayfront Villa Agreement

Mr. McElroy reported that the agreement had been finalized with Mr. Irvine and was now back in the City's hands.

Brookhaven Territory Agreement

Mr. McElroy reported the only successful agreement regarding the Brookhaven subdivision was that water was provided to the contractor for hydro testing of the water lines.

Sale of DUB Property

Mr. McElroy updated on the status of the 19 acre property. Rob McElroy and Ray Moore will be meeting with Mr. Segalla to brief him in the upcoming week.

Sewer Ordinance/Resolution Revisions

Mr. McElroy reported that Tim Fleming-Attorney for the City is reviewing the ordinance revisions. Mr. Segalla stated that movement on this needs to be a faster process.

Oldfield Agreement & Water Service

Mr. McElroy reported that the Oldfield project had been discussed with the Mayor, and based on current field conditions, it is not cost effective for the Utility to install services at this time.

VIII. Finance Report

Summary

Mrs. Logiotatos reviewed the February financial reports with the Board and discussed the balance sheet highlights, total assets, savings account, income statement highlights, and revenue and expenses for the year. Also discussed was budgetary comments, total revenue, total expenses, net income, and the purchase of two new service trucks. Dues and subscriptions were also discussed, and only publications that are useful will be allowed in the budget.

MINUTES

Utilities Board of the City of Daphne

City of Daphne Council Chambers ♦ March 29, 2006 ♦ 5:00 p.m.

IX. General Manager's Report

Summary

Mr. McElroy reviewed the GM Report with the Board to include some of the following highlights: a recent newspaper article, interview with Fox 10 News regarding security of our Well Facilities, an television advertisement for Daphne Utilities that will run on WKRG and placed on our website (the video of the commercial was viewed at the board meeting), pursuit of grant funds from ADECA or a subgroup of them, bio-diesel program and monies it will save including other benefits of the program, reorganization update on the Field Services and Maintenance Departments, major clean up efforts at the facilities which created cleaner and safer facilities, plans for a pole barn at the Water Reclamation Facility to serve as a warehouse, training programs and substance abuse classes, status of new Operations Manager - Danny Lyndall, and gas leaks and repairs.

Stan Clayton reported that the applications being submitted for grant funds were for two different programs, one for septic tanks and the other for the sewer pretreatment program (Code Enforcement). A meeting was held on the Bioterminator with the Shaw staff. Smoke testing was discussed and is part of the budget. The Board stated that no exceptions will be allowed for not connecting to the sewer system. Street paving contract bids were put out and a contract is now in place.

X. Engineering Reports

Mr. Ray Moore with HMR, reported on Well #5, the 19 acres Utility property, and the North Winding Brook sewer. Mr. Moore stated that he will review the projects with Danny Lyndall.

Melinda Immel with Volkert reported on design projects and informed the Board that she attended a public hearing for ADECA on the Hurricane Katrina grant. She has the application and is in the process of getting everything together to submit this in a timely fashion. She reviewed the annual contracts for the installation of gas mains and services, and pavement and asphalt services. Mr. Segalla recommended that a motion be made to award the annual contracts for gas and street/sidewalk services. The street/sidewalk contract had two bids, one from Asphalt Services, who had the lowest total bid, and the other from Construction Labor Services. The gas contract had two bids, one from Boyington Pipeline Construction, who was had the lowest total bid, and Earl Ryland's Underground Services, Inc. After review and discussion with Rob McElroy and engineering, it was recommended that it was in the Board's best interest to award the gas contract bid to Earl Ryland's Underground Services, Inc. based on lower unit prices on the most essential items, and excellent history of good service. Ron Scott made a motion that the Board accept Volkert's recommendation and award the bid to Ryland's, and make note of why we are taking the higher of the two bids, all were in favor of the motion.

MINUTES

Utilities Board of the City of Daphne

City of Daphne Council Chambers ♦ March 29, 2006 ♦ 5:00 p.m.

XI. Board Action

Motion – Change Board Meeting Date

Mr. Scott motioned to change the Board Meeting to last Wednesday of each month instead of the fourth Wednesday, to allow for adequate time to prepare financial reports. Mr. Johnston seconded the motion, and all were in favor.

Motion – Gas Services Bid

Mr. Scott motioned to award Natural Gas Services Contract to Ryland's Underground Services. Mr. Johnston seconded the motion, and all were in favor.

Motion – Asphalt and Paving Bid

Mr. Scott motioned to award Asphalt Services Contract Asphalt Services. Mr. Johnston seconded the motion and all were in favor.

XII. Public Participation

None

XIII. Board Comments –

Ron Scott thanked Stan Clayton for his effort and what a great job he has done. Lon Johnston added what a real pleasure it has been working with Stan. Mr. Segalla added thank him and wished him the very best.

XIV. Executive Session

Executive session was not conducted.

XV. Adjournment

The meeting adjourned at 6:48 p.m.

**CITY COUNCIL MEETING
MAYOR'S REPORT**

NOTES:

Date Refused _____
By: _____

TYPE APPLICATION

Date Approved _____
By: _____

140 - Special Events Retail

Name of Applicant (s) ALEC NAMAN CATERING, INC.

Circle One: Ind. Part. Assoc. Corp. LLC

Name and address of individual, partners and members, association, corporate officers, etc.,:

Name	D.L. # Title	Date of Birth Place of Birth	Present Residence Address	Length at Residence
ELIAS MICHAEL NAMAN II	AL 3548190 President	05/02/57 MOBILE, AL	9990 WATERFORD WAY MOBILE, AL 36695	18 MONTHS

Corporate Information: BOOK 4389 PAGE 1297 Date 08/26/96 County MOBILE
(Enter book and page or document info.) (Incorporation or Authority)

Trade Name GULF COAST ZYDECO MUSIC & CRAWFISH FESTIVAL

Location 2603 HWY 98 DAPHNE, AL 36526 County BALDWIN

Mailing Address 1909 BROOKDALE DR. WEST MOBILE, AL 36618
(Include Street or Post Office Box Address, City, State, and Zip Code)

Previous Licensee Information Transferee

Licensee Name N/A Type N/A Year N/A

Trade Name N/A License Number N/A

Location (location transfer only) N/A

Has applicant complied with ABC Regulation # 20-X-5-14 regarding financial responsibility? Y N

Does the ABC Board have any actions pending against the current licensee? (If Yes, explain in Investigation Section) Y N

Has ANYONE, including manager or applicant, had a Federal/State permit or license suspended, revoked or declined? Y N

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended or revoked? Y N

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? Y N

These premises are located in the: Corporate Limits Police Jurisdiction of DAPHNE, Alabama (Enter N/A if not located in either)

Are any of the applicants, whether individual, member of partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this Act? Y N

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage or distilled liquors permit or license issued under authority of this Act? Y N

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate of another licensee, or from any firm, association or corporation operating under or regulated by the authority of this Act? Y N

What is the applicants' primary source of funding? Loan Inheritance Individual(s) Business Other (explanation attached) Y N

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of ANY law violation? Y N

(If Yes, explain in Investigation Section) Signature of applicant [Signature]

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him in connection with said licensed premises. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA

COUNTY OF BALDWIN

Signed [Signature]
Title President Date 04/26/2006

The undersigned CHARLES MCDONALD, COMPTROLLER OF ALEC NAMAN CATERING, INC.

(Name of applicant or member if Partnership or Association of Name and Title of Officer, if a Corporation)
applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Sworn to and subscribed before me this 26th day of April, 2006

[Signature] Signature of Notary Public
Notary Public, State at Large My commission expires _____
[Signature] Signature of Affiant
Business Phone (251) 473-3900 Home Phone (251) 479-1947
Other (251) 422-4212

For Central Office Use Only License No. Date of Issue

Amount of fees

Total

GENERAL APPLICATION INFORMATION

Contact Person: ELIAS MICHAEL NAMAN II

Phone Numbers: Home: (251) 479-1947 Business: (251) 473-3900

Fax: _____ Pager: _____ Other: (251) 422-4212

Internet/Web Address: _____ Email Address: _____

Does the premises have a fully equipped and operational kitchen? Y N NA

Does the establishment have restroom facilities? Y N

Is place of business habitually and principally used for providing food to the public? Y N Snacks Only NA

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? Y N

Will this business be operated PRIMARILY as a package store? Y N

If a COMMON CARRIER, does each vehicle seat 10 or more persons? Y N NA

INVESTIGATION SECTION OF APPLICATION (To be completed by investigating ABC Agent)

Will applicant engage in the sale of tobacco products? Y N If yes, type of business: n/a

Number of tobacco vending machines present: n/a

Neighborhood Investigation waived in accordance with Application Guidelines

Building seating capacity 2000 License premises includes patio area Y N

Building Dimensions: Length _____ Width _____ Square Footage 25,000 Sales and Display Square Footage _____

License covers: Entire structure Portion of: Top Floor Bottom Floor Other _____

License Structure: One Story Two Story Multi-Story Single Structure Shopping Center Motel/Hotel

Structure Material: Wood Brick/Block Metal/Pre-Fab Other _____

Is location within city limits? Y N Police Protection: County City

Number of licenses issued in vicinity: 0 1-5 6-10 more than 10 Nearest: 100 YARDS

Nearest: School Church Private Residence

within 2 blocks within 2 blocks within 2 blocks

within 1/2 mile within 1/2 mile within 1/2 mile

Exceeds Above Exceeds Above Exceeds Above

EXPLANATION OF LAW VIOLATIONS

List below the court records for law violations, if any, of each person interested in this application, including manager whether as a sole applicant, partner, officer, or member. (Do not include traffic violations, except DUI and Reckless Driving)

Name	Date	Violation	Jurisdiction	Disposition
I certify no member of this corporation has a criminal record.				

FILING FEE ACKNOWLEDGEMENT

In reference to ACT NO. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [Signature]

TRANSFER AGREEMENT License Type: _____ License # _____

I, _____ (Name), as _____ (Title) holding current ABC License at

this location, hereby authorize the ABC Board to transfer the license(s) to APPLICANT as appears on front of application, provided that this applicant obtains approval from the appropriate local governing body and meets all requirements of the ABC Board. I understand that I am responsible for the operation of this licensed establishment until the applicant obtains a re-issued license from the ABC Board. I also understand that if for any reason this transfer is not approved by the local governing body or the ABC Board, I must take over complete control, operation, and responsibility of these licensed premises. If I do not continue operation of this licensed establishment, I will relinquish my ABC License to the local ABC Board office, or local Agent.

Licensee	_____	Date	_____
Applicant	_____	Date	_____

(Note: If applicant or licensee is a partnership, ALL partners must sign this agreement)

LEASE/PROPERTY OWNERSHIP

If applicant OWNS property, is copy of recorded deed attached? Y N

If applicant has CONTRACT TO PURCHASE, is a copy of the recorded sales contract attached? Y N

If applicant is LEASING the property, is a copy of the lease agreement attached? Y N

A: Name of Property Owner/Lessor: CITY OF DAPHNE Contact #: (251) 621-9000

B: What is the LESSOR'S primary business? CITY BUSINESS

C: Is LESSOR involved in any way with the Alcoholic Beverage business? Y N (If yes, explain on an attached sheet)

D: Is there any further interest in, or connection with, the licensee's business by the LESSOR? Y N (If yes, explain on an attached sheet)

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) [Signature]

Agent/ID [Signature] 94 Supervisor [Signature]

AGENT: Application taken: 04/26/2006 Application/Investigation completed: 04/26/06 Forwarded to D.O.: ///

LOCAL GOVERNMENT: Submitted: 04/26/06 Received from: ///

SUPERVISOR: Received in District Office: /// Reviewed: /// Forwarded to C.O.: ///

CLUB APPLICATION INFORMATION

Does the Club charge and collect dues from elected members? Y N
Number of paid-up members at time of application? at least 100 at least 150
Are regular meetings held? Y N If yes, when? weekly bi-monthly monthly quarterly annually
Is business conducted through officers regularly elected? Y N
Are members admitted by written application, investigation, and ballot? Y N

(Attach membership list providing: name, address, telephone number, DOB, occupation, place of employment, and document source)

Has Agent verified membership applications for each member listed? Y N (DO NOT ATTACH MEMBERSHIP APPLICATIONS TO THIS APPLICATION)

Has at least 10% of members listed been confirmed and highlighted? Y N Agents Initials

For what purpose is the Club organized and operated? Social Patriotic Political Athletic Other

Does the property used, as well as the advantages, belong to all the members? Y N

Do the operations of the Club benefit any individual members, officers, directors, agents or employees of the Club rather than to the benefit of the entire membership? Y N

Example: Class II (for profit) club belongs to the owners/officers of the corporation and the operations benefit a few as opposed to the entire membership.

Example: Class I (non-profit) requires evidence of Non-Profit status (IRS Form 990 for example)

Documents required to accompany application: Articles of Incorporation, Constitution and By-Laws, and Membership list.

Signature of Applicant

SPECIAL RETAIL LICENSE INFORMATION

- Thirty (30) days or less Starting Date N/A Ending Date N/A
- More than thirty (30) days
- State Park Racing Commission Fair Authority Civic Center
- Franchisee or Concessionaire of above
- Other valid responsible organization

SPECIAL EVENTS RETAIL LICENSE INFORMATION

For SPECIAL EVENTS RETAIL LICENSE (Not to exceed 7 days) Starting 05/19/06 Ending 05/21/06 (Must be filed 25 days before event)

Special Terms and Conditions for Special Retail Licenses/Special Events Retail Licenses

ALL SALES AND CONSUMPTION OF ALCOHOL WILL BE RESTRICTED TO THE INTERIOR OF THE CIVIC CENTER. (NO TO GO CUPS)

SALES WILL BE LIMITED TO DRAFT BEER AND WINE ONLY.

DRAFT BEER WILL BE SOLD IN 12 OZ. PLASTIC CUPS.

WINE WILL BE SOLD IN 6 OZ. PLASTIC CUPS.

TIMES OF THE EVENT WILL BE 6 PM UNTIL 12:00 AM ON 05/19/06, 10:00 AM UNTIL 12:00 AM ON 05/20/06, AND 10:00 AM UNTIL 6 PM ON 05/21/06.

The undersigned agree, if a Special Retail or Special Events Retail license is issued as herein above applied for, to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated above.

Signature of applicant

CITY ATTORNEY'S REPORT

NOTES:

DEPARTMENT HEAD'S COMMENTS

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

NOTES:

RECOMMENDATIONS

COUNCIL COMMENTS:

RESOLUTION 2006-43

PREPAID TRAVEL

**BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA
HEREBY AUTHORIZES THE FOLLOWING:**

prepaid travel expenses are approved for the purpose and amount indicated below for the following:

**David L. Cohen / AL Dpt. Of Economic and Community Affairs Recreation
Programs FY 2007 Application Workshop / Montgomery, AL / \$70**

A complete expense summary with receipts will be submitted and approved by the Mayor upon return from the above.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, 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

RESOLUTION NO. 2006-44
2006-O-PW (5) FOUR WHEEL DRIVE OUTFRONT MOWERS

WHEREAS, The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$7,500; and

WHEREAS, The City of Daphne acknowledges that the cost for the PW (5) FOUR WHEEL DRIVE OUTFRONT MOWERS will exceed this amount; and

WHEREAS, Staff has reviewed the bids for the PW (5) FOUR WHEEL DRIVE OUTFRONT MOWERS and determined that the bid as presented is reasonable; and

WHEREAS, Staff recommends the bid for the PW (5) FOUR WHEEL DRIVE OUTFRONT MOWERS be awarded to Beard Equipment Company; and

NOW, THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED, THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF DAPHNE, hereby accept the bid of Beard Equipment Company for the amount of \$119,905 as specified in BID SPECIFICATION NO: 2006-O-PW (5) FOUR WHEEL DRIVE OUTFRONT MOWERS and the Mayor is hereby authorized to enter into a lease agreement for the mowers.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 1st day of May, 2006.

Greg Burnam, Council President
Date & Time Signed:_____

Fred Small, Mayor
Date & Time Signed:_____

ATTEST:

David L. Cohen, City Clerk MMC

MEMORANDUM

CITY of DAPHNE....DIVISION of PUBLIC WORKS

**To: Mayor Fred Small
Public Works Committee
Finance Committee**

**From: Ken Eslava, Director
Divisions of Public Works & Maintenance**

Date: April 24, 2006

Re: Out Front Deck Mowers....Purchase vs. Lease

In the FY '06 budget, funds were allocated to begin a 36 month lease program for five(5) Out Front Deck Mowers. Each year, for a 3 year period, we would pay \$41,220.00...or a grand total of \$123,660.00. After discussing several options with Mayor Small, the following is our recommendation.

In reviewing the effective performance of these machines, a 24 month warranted period is actually the most cost efficient time frame before mechanical problems begin...due to wear and tear. Thus, a comparison of lease vs. purchase was made for a 24 month period for five mowers. One known factor, as furnished by the vendor, is that these machines depreciate 70% after the first 24 months. The depreciation figure will be used in the calculation of savings by purchasing the mowers. The comparative results are as follows:

Lease.....5 mowers @ \$917.00/month X 24 months = \$110,040.00

Purchase...5 mowers @ \$23,981.00 = \$119,905.00

\$119,905.00 - \$35,972.00 = \$83,933.00

**(Remaining cash
Value after depreciation)**

Net results.....\$110,040.00 - \$83,933.00 = \$26,107 in net savings

**(depreciated
Purchase price)**

There are a couple of factors to keep in mind here, which work heavily in favor of an outright purchase. The initial purchase price is still under what we budgeted for the 3 year lease by some \$3755.00. There is a net savings of \$26,107 by purchasing the machines, and we are still left with \$35,972 in actual cash value left in our machines once our 24 month period is expired.

Formal recommendation: Purchase five(5) mowers. After 24 months have passed, analyze state of mowers and dispose of as deemed necessary in order to recognize remaining cash value.

ORDINANCE NO. 2006- 32

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

Annexation of Reynolds Property on the Corner of U.S. Hwy. 98 and McIntyre St.

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 City of Daphne on April 17, 2006 for the City Council to consider said request for annexation and said property **shall be zoned B-2, General Business, zone**; 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 "A"

LEGAL DESCRIPTION:

146.2'X326.3 IRR Beg at NW in T of Hwy 98 & McIntyre St. run SWLY
along N row McIntyre St. 326.3 TH NW 242.8 E 230S S 38.8 E 137.7 S
146.2 to POB SEC 29 T5S R2E

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

STATE OF ALABAMA

COUNTY OF BALDWIN

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

(Joy Crow Reynolds Property)

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

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

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

3. **Owner:** The Petitioner, Joy C. Reynolds, is the owner of the Property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. **Specific Conditions:** This Petition is conditioned upon the adoption of an ordinance, which shall include specifically the conditions requested below upon annexing the said Property into the corporate limits of the City of Daphne. Please state the requested zoning, if other than R-1, or any other conditions which may apply upon annexation:

Requested Zoning: B-2 General Business

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

DATED this 6th day of April, 2006.

Respectfully submitted,

Joy C Reynolds

By: Owner

Its: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said State and County, hereby certify that Joy C. Reynolds whose name as _____ of _____, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily on the day same bears date.

GIVEN under my hand and official seal on this the 6th day of April, 2006

Rebecca A. Hayes (NOTARY

SEAL)

NOTARY PUBLIC

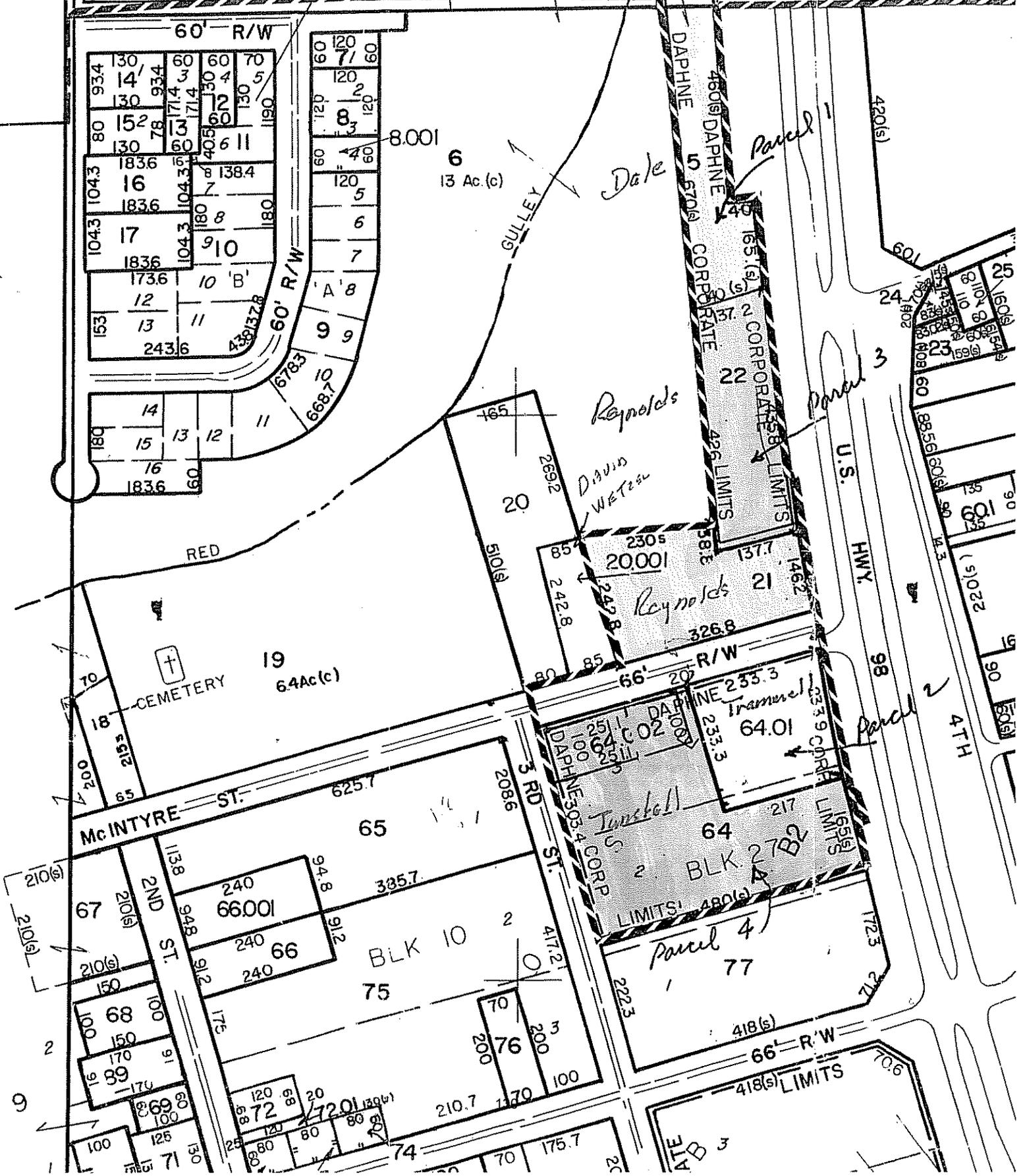
My commission expires: 2/14/09

SEE MAP 05-4.

See

HOLY CROSS SUBDIVISION

DAPHNE CORPORATE LIMITS



DC-60-64-00 PART 225

K 9

VALUATION NOTICE

DAPHNE 2

JAMES P. NIX, JR.

Baldwin County Revenue Commissioner

P.O. Box 1549

Bay Minette, AL 36507-1549

NOTICE DATE: 09/16/2005

PPIN #: 035697

PARCEL #: 43-09-29-0-000-021.000

TAX DISTRICT: 02



Here To Serve

REYNOLDS, JOY CROW
754 WASHINGTON DRIVE
FAIRHOPE AL 36532-3122

37463

*E 928-8109
Dwight Kim*



Enterprise + Valuation Notice *Hard Rock*

Alabama statutes require that the Reappraisal Department maintain all real estate values. Staff appraisers visit properties to measure and inventory construction components. Staff appraisers also review for changes based on an application of a building permit, recent sales, at taxpayer request, etc.

Purpose of Appraisals: The purpose of the appraisal is to estimate the fair market value of the real estate for administering ad valorem tax burden fairly and equitably. The effective date of appraisal by statute is October 1st of each calendar year.

Definition of Market Value: "Market Value" is defined as the most probable price, expressed in terms of money, that a property would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by an undue stimulus.

Analysis of Market Values: Once market values have been calculated based on information gathered by the property appraiser, the values are analyzed to determine how accurate and equitable they are. The property appraiser does not create market value. The buying and selling of property by the general public establishes the value of property in the real estate marketplace. A comparison of assessments to sale prices is performed to determine ratios, which are then used to measure the levels and uniformity of assessments. Sales ratio studies by neighborhood, type of property, and other characteristics are performed on a regular basis to assure uniformity in values.

Notice of Valuation: The Tax Assessor is required by law to notify the property owner. If your property value changes this notification will be mailed to the owner of record. The TOTAL ASSESSED VALUE is based on the appraised value of your property under the provision of ACT 160 and Federal Court Order. To protest the assessment, you must file a written appeal with the Board of Equalization at the Revenue Commissioner's Office. **When filing this appeal, what evidence do you wish to present which indicates the appraised value of this property is excessive compared to similar properties in your neighborhood or is in excess of market value? Your written appeal must include this evidence and filed WITHIN 10 DAYS FROM THE DATE SHOWN. And mailed to: BOARD OF EQUALIZATION BALDWIN COUNTY • P.O. BOX 1389 • BAY MINETTE, AL 36507-1389. IF YOU HAVE ANY QUESTIONS, PLEASE CALL**

(251) 937-0245

NOTICE DATE: 09/16/2005

PROPERTY DESCRIPTION: 146.2'X326.3' IRR BEG AT NW IN T OF HWY 98 & MCINTYRE ST RUN SWLY ALONG N ROW MCINTYRE ST 3 26.3 TH NW 242.8 E 230S S 38.8 E 137.7 S 146.2 TO POB SEC 29 T5S R2E

*State 341.64
County 499.32
School 630 8/04
City 000
LAND 1471.68
BUILDINGS ETC.*

DAPHNE 15 MILLAGE

Last Years Appraised Value
157,400

This Years Appraised Value
179,900

-(94,400) NO

TOTAL: 237,100

262,800

*ADD TAX CITY
101370
1:39V ENCL
98 1160
MCINTYRE*

Last Years Tax Amount
1,327.76

This Years Assessed Value
52,560

This Years Estimated Tax
1,471.68

THIS IS NOT A TAX STATEMENT YOUR TAX STATEMENT WILL BE MAILED OCTOBER 1ST. TAXES ARE BASED ON THE ASSESSED VALUE MULTIPLIED BY THE MILLAGE RATE.

STATE OF ALABAMA
COUNTY OF BALDWIN

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

The undersigned,
files this petition with the Clerk of the City of Daphne requesting the
property hereafter described be annexed to the City of Daphne, a municipal
corporation incorporated under the laws of the State of Alabama, and sub-
mits the following in support of its petition:

1. The description of the property which Petitioner requests to be
annexed to said municipality is described in exhibit "A", attached hereto
and made a part of this Petition as if fully set out herein.

2. Attached hereto as Exhibit "B", and made a part of this Petition,
is a map of the property or territory requested to be annexed showing its
relationship to the corporate limits of the municipality of the City of
Daphne, Alabama.

3. The undersigned Petitioner is the owner of the property hereby
sought to be annexed to the corporate limits of the City of Daphne, Alabama.

4. This Petition is filed pursuant to the provisions of Article 2,
Chapter 42, Title 11, Code of Alabama, 1975.

DATED THIS 27 DAY OF MARCH, 1990.

Respectfully submitted,

BY:

Jay C Reynolds

ATTEST:

Burgess B. Long

ASSESSMENT RETURN LIST OF REAL AND/OR PERSONAL PROPERTY

ADRIAN T. JOHNS, ASSESSOR, BALDWIN COUNTY
 P.O. BOX 1389 - BAY MINNETTE, ALABAMA 36507-1389
 BAY MINNETTE OFFICE 937-8561 EXL 256
 SHELLETT OFFICES-FAIRHOPE 928-3902 EXL 140
 FOLEY 943-5061 EXL 140

Adrian T. Johns

AFFIDAVIT TO CLAIM EXEMPTION
 UNDER SECTIONS 40-9-18 AND 40-9-21
 CODE OF ALABAMA, 1975
 I HEREBY CERTIFY UNDER OATH AND SUBJECT TO THE
 PENALTIES PROVIDED BY LAW THAT:

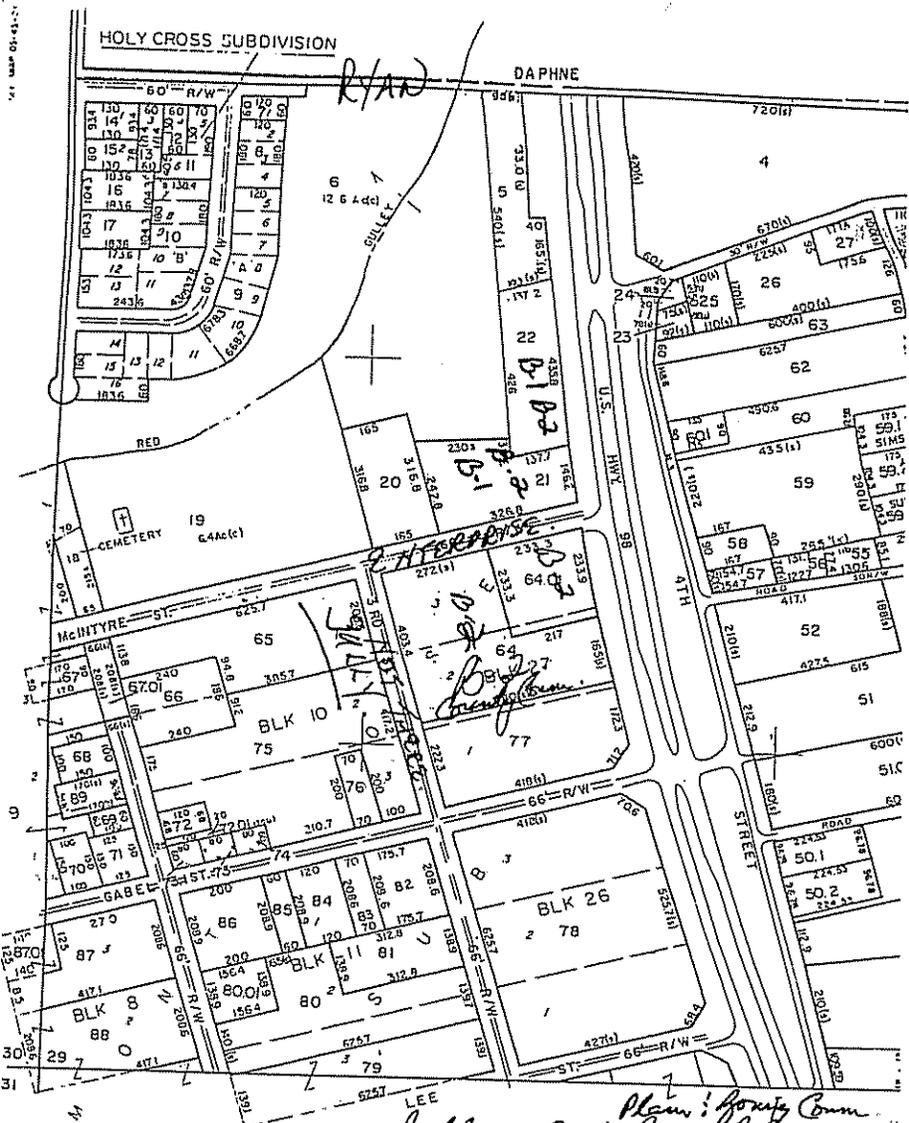
- I am the owner and occupant of the property in which I make this Homestead Exemption Claim.
- I am over the age of 65 or totally and permanently disabled.
- Our net annual taxable income for the year _____ was \$7,500 or less.
- Our adjusted gross income is less than \$12,000.

X _____
 TAXPAYER

DATE THIS AFFIDAVIT IS SUBMITTED TO SUPPORT THE EXEMPTION CLAIM OF THE PROPERTY IN WHICH THE RETURN AND PROPERTY IS RETURNED IS A 30 DAY PERIOD FROM THE DATE OF THE PROPERTY'S REASSESSMENT. THIS DATE MAY BE THE PROPERTY'S REASSESSMENT DATE OR THE DATE OF THE PROPERTY'S REASSESSMENT IF THE PROPERTY IS REASSESSED MORE THAN ONCE IN A YEAR. THIS AFFIDAVIT MUST BE FILED WITH THE COUNTY ASSESSOR'S OFFICE ON OR BEFORE THE DATE OF THE PROPERTY'S REASSESSMENT. THIS AFFIDAVIT IS VALID FOR THE YEAR OF THE PROPERTY'S REASSESSMENT AND FOR THE YEAR IMMEDIATELY FOLLOWING. IF THE PROPERTY IS REASSESSED MORE THAN ONCE IN A YEAR, THIS AFFIDAVIT IS VALID FOR THE YEAR OF THE PROPERTY'S REASSESSMENT AND FOR THE YEAR IMMEDIATELY FOLLOWING. IF THE PROPERTY IS REASSESSED MORE THAN ONCE IN A YEAR, THIS AFFIDAVIT IS VALID FOR THE YEAR OF THE PROPERTY'S REASSESSMENT AND FOR THE YEAR IMMEDIATELY FOLLOWING.

TO: METZLER, N. W. T. JR.
 BOX 396
 FAIRHOPE, AL 36532-0000
Joy C. Reynolds

COUNTY	TOWNSHIP	AREA	SECTION	1/4 SEC.	BLOCK	PARCEL	ACRES	MANNER VALUE	DEVELOPER VALUE	CURRENT USE VALUE	ADJUSTED VALUE	CURRENT VALUE FOR ASSESSMENT
05	43	09	29	0	000	020-000						
ASSESSOR SERVICE BLDG & SHED HOMESTEAD 57 CO												
TOTAL ASSESSED VALUE 11000												



Plan: Home Comm
 Baldwin County zoning code
 gave B-2-

Appealed - gave himself B-1
 w/ unlimited manufactured homes
 Sunstall: Trammell - Appeals Bd gave (in/out)

ORDINANCE NO. 1990-10

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

WHEREAS, all of the owners of the property described in Section 2 of this Ordinance have signed and filed written petitions 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 petitions contained an accurate description of the property or territory proposed to be annexed together with a map of said territory showing its relationship to the corporate limits of the City of Daphne, Alabama; 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 Petitioner.

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

Section 1: The City Council of the City of Daphne,

REAL 387 PAGE 0137

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.

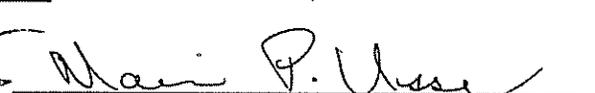
Section 2: Exhibit "A" is hereby attached to this Ordinance and made a part of hereof as fully as if set out completely herein, said Exhibit accurately describes the property to be annexed into the City of Daphne.

Section 3: 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.

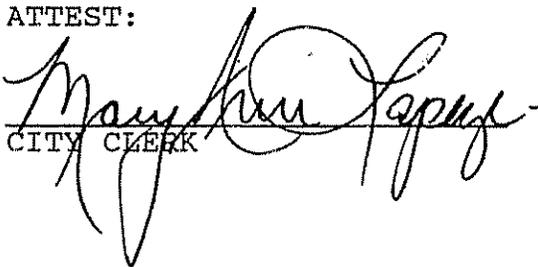
Section 4: A description of the property described in this Ordinance shall be filed in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Section 11-42-21, Code of Alabama, 1975, as amended.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE 2ND DAY OF APRIL, 1990.


A. VICTOR GUARISCO, MAYOR


MARVIN P. USSERY, PRESIDENT

ATTEST:


CITY CLERK

REAL 387 PAGE 0138

EXHIBIT "A"

PARCEL 1:

Section 29-5-2; Beginning at the Intersection of McIntyre Street and U.S. Highway 98; run thence North 582 feet to the point of beginning; thence continue North along Highway 98, 165 feet South; thence West 40 feet; North 460 feet South; West 95 feet South; South 670 feet South; East 140 feet South to the point of beginning

PARCEL 2:

From the Northwest corner of Lot 3 of Square 27, Village of Montrose, as recorded in Deed Book "E", Page 388 of the Baldwin County, Alabama, Probate Records, run North 76 degrees 00' East, along the North line of Square 27 and the South right-of-way of McIntyre Street, 251.11 feet to an iron pipe for the Point of Beginning; thence continue North 76 degrees 00' East along said South right-of-way, 233.35 feet to an iron pipe at the intersection of McIntyre Street and the West right-of-way of U. S. Highway 98 (4-Lane); thence run Southwardly along the arc of a curve along the West right-of-way of U.S. Highway 98, a distance of 233.94 feet, having a radius of 8,694.30 feet, to an iron pipe; thence run South 76 degrees 00' West, 217.02 feet to an iron pipe; thence run North 14 degrees 00' West, 233.35 feet to the Point of Beginning, containing 1.21 acres.

PARCEL 3:

Commence at the Northeast Corner of Square 10 in the Village of Montrose, Alabama, according to the map thereof recorded in Deed Book "E", at page 388, Probate Records, Baldwin County, Alabama, and run thence N 15 degrees 20' W, 66 feet and N 74 degrees 40' E, 557.9 feet to a point on the western margin of the right-of-way of a roadway known as "U.S. Highway No. 98", properly designated as "Alabama State Highway Dept. Project No. S-635(3) (Revised May 11, 1965); thence run North 09 degrees 31' W, 146.2 feet to an iron pin and concrete block corner marker at the Northeast Corner of property of R. Roy Reynolds and the POINT OF BEGINNING of the lands herein described, said point being located 1653 feet, more or less, North, and 1,500 feet, more or less, West of the 1/2 mile post on the South side of Section 29, T5S, R2E: From said Point of Beginning run South 74 degrees 29' W, 137.7 feet to an iron pin corner marker; thence run N 07 degrees

REAL 387 PAGE 0140

51' W, 299.3 feet to an iron pipe line marker on the north bank of a deep gully; thence run North 06 degrees 20' W, 126.7 feet to an old iron pipe corner marker at the Northwest corner of the lot herein described and at the Southwest corner of property formerly held by Bailey Dale; thence run N 70 degrees 20' E, 137.2 feet to an iron pipe corner marker on said Western margin of said highway; thence run Southwardly along said right of way 435.75 feet to the Point of Beginning, Lot contains 1.35 acres and lies in the Southwest Quarter of Section 29, Township 5 South, Range 2 East, Baldwin County, Alabama, and within the corporate limits of no incorporated city or town.

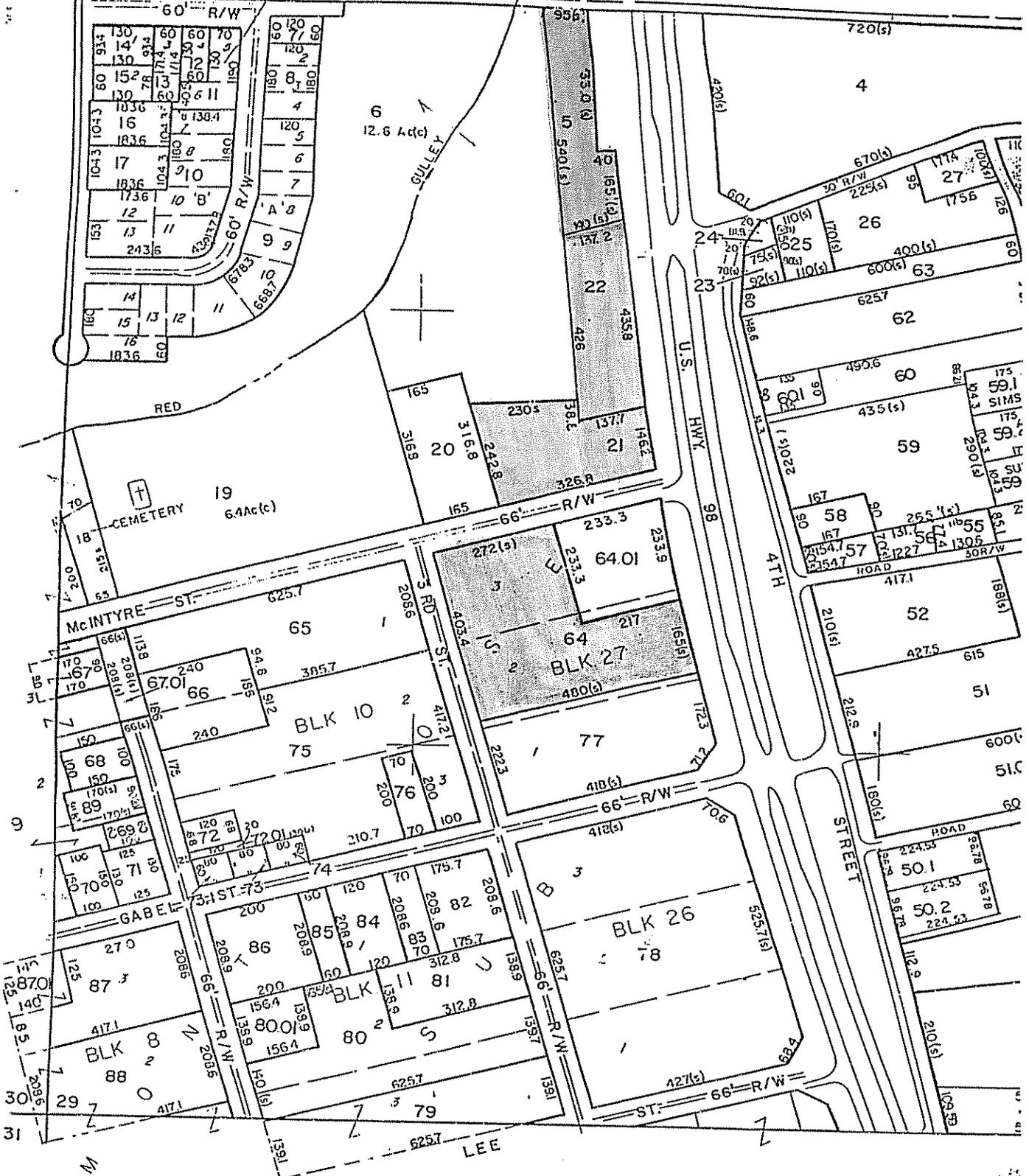
PARCEL 4:

That certain parcel or tract of land described as Square Twenty-Seven (27) in the Village of Montrose, and bounded as follows: South by Gable Street, West by Third Street, North by Gully Street, East by Fourth Street, containing Nine (9) acres less Three (3) acres sold to David Rogers, total conveyance Six (6) acres

REAL 387 PAGE 0141

HOLY CROSS SUBDIVISION

DAPHNE



REAL 387 PAGE 0142

FOR TAX PURPOSES ONLY - NOT TO BE USED FOR CONVEYANCE

Annex - Parcel 1 From:
Parcel 2
Parcel 3 Joy Reynolds
Parcel 4. 4/3/90

① Ent. Rent - A Car # 24315 U.S. Hwy 98.
MONTROSE, AL.

CITY LIC # 837. - Doesn't have state license
SALES TAX 763701296

② Sweeney's Cabinet Shop - S.
Hwy 98 - P.O. 1362 - Daphne - 36526 -
CITY LIC # 886 (Fairhope)
5242 (Daphne)
STATE LIC # 1348

No Sales Tax # - He called Gys. ego.

③ Plants Shopper Inc. P.O. 927, Fairhope
No City Lic -

Daphne said he didn't need one
2-8115 - Sales Tax #

④ Jubilee Landscaping - no bus from this
location

⑤ Jack Webb - Judge Roy Bean.

Dale - Black -
Turnstall - Black -

Reynolds -

4/3/90. 242-11490 - St. Rev. Sales Fax.

You'll send letter.

{ list of business owners name & bus. lic #
P.O. 32770
MGM. 36132-7710.
ATTN: JIM SMITH.

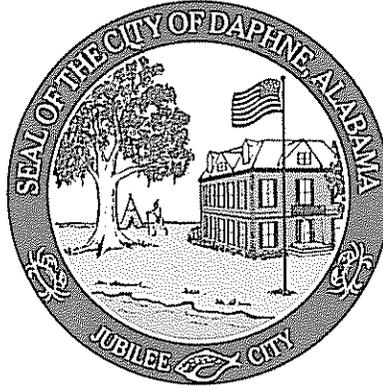
4/3/90 - Jack Stipes -

Jay Reynolds - Jubilee -
Pats: Plants -
Enterprise -
Shoreline -
Coast -

① Jack Stipes - St. 03391 - ^{Manufacturing} Shoreline Mower Repair & Service.
Carl Thompson #2103 - St. lic #

② Bus. lic now fairhope

A. VICTOR GUARISCO
MAYOR
H. DAVID ARNOLD
CITY MANAGER
LISA PADGETT
COMPTROLLER
MARY ANN LAPEZE
CITY CLERK



COUNCIL MEMBERS
MARVIN USSERY, PRESIDENT
DISTRICT 3
JOHN W. PETERSON, PRESIDENT PRO TEM
DISTRICT 5
RAYMOND N. BARNES
DISTRICT 1
E. HARRY BROWN
DISTRICT 2
JIM IVIE
DISTRICT 7
HELEN A. McKEE
DISTRICT 4
JOHN SASSER
DISTRICT 6

APRIL 24, 1990

DEAR PROPERTY OWNER,

THE CITY COUNCIL, CITY OF DAPHNE, ALABAMA, WILL HOLD A PUBLIC HEARING DURING THE NEXT REGULAR MEETING ON MAY 7, 1990 AT 6:00 PM. THE PURPOSE OF THE PUBLIC HEARING WILL BE TO CONSIDER THE PROPOSED REZONING OF CERTAIN PROPERTIES ADJACENT TO YOUR PROPERTY.

THE PROPERTY LOCATION IS DESCRIBED ON THE ENCLOSED SHEET.

THE PROPOSED REZONING REQUEST IS B-2. THIS AREA WAS RECENTLY ANNEXED BY THE CITY OF DAPHNE, AND THE CURRENT ZONING DUE TO ANNEXATION IS R-1.

YOU ARE INVITED TO ATTEND THIS MEETING. YOU WILL BE PROVIDED AN OPPORTUNITY TO EXPRESS YOUR APPROVAL OR DISAPPROVAL OF THIS REQUEST.

SINCERELY,



MARY ANN LAPEZE
CITY CLERK

ENCLOSURE

and the following has effected on

NOV 1 1977 R.A.M.

Placed fee \$ 1.00
Deed 3-27-77, 8-1-77 recorded in Deed
Book 526, Page 223
Page 223
Judge of Probate
R.A.M.

Commence at the Northeast Corner of Square 10 in the Village of Montrose, Alabama, according to the map thereof recorded in Deed Book "E", at page 388, Probate Records, Baldwin County, Alabama, and run thence N 15° 20' W, 66 feet and N 74° 40' E, 557.9 feet to a point on the western margin of the right-of-way of a roadway known as "U. S. Highway No. 98", properly designated as "Alabama State Highway Dept. Project No. S-635(3) - (Revised May 11, 1965); thence run N 09° 31' W, 146.2 feet to an iron pin & concrete block corner marker at the Northeast Corner of property of R. Roy Reynolds and the POINT OF BEGINNING of the lands herein described, said point being located 1653 feet, more or less, North, and 1500 feet, more or less, West of the 1/2-mile post on the South side of Section 29, T5S, R2E:

From said Point of Beginning run S 74° 29' W, 137.7 feet to an iron pin corner marker; thence run N 07° 51' W, 299.3 feet to an iron pipe line marker on the north bank of a deep gully; thence run N 06° 20' W, 126.7 feet to an old iron pipe corner marker at the Northwest corner of the lot herein described and at the Southwest corner of property formerly held by Bailey Dale; thence run N 70° 20' E, 137.2 feet to an iron pipe corner marker on said Western margin of said highway; thence run Southwardly along said right-of-way 435.75 feet to the Point of Beginning, Lot contains 1.35 acres and lies in the Southwest Quarter of Section 29, Township 5 South, Range 2 East, Baldwin County, Alabama, and within the corporate limits of no incorporated city or town.

BOOK 526 PAGE 223

Approximately 165 feet on McIntyre Street from property owned by Lee A. and Annie R. McBride to property owned by R. Roy Reynolds, then North approximately 250 feet to property owned by Raymond A. and Doris L. Palmer, then approximately 200 feet West to McBride property, thence approximately 250 feet South to point of beginning on McIntyre Street as shown on Holy Cross Heights Subdivision recorded in Map Book 4, Page 153, Baldwin County, Alabama. Section 29, Township 5S, Range 2 East, Baldwin County, Alabama.

BOOK 46

From the Northeast corner of Block (or "Square") 10 in the Village of Montrose, Alabama, according to the Map thereof recorded in Deed Book "E" at Page 388, Probate Records, Baldwin County, Alabama, run N 74° 40' E, 66 feet; thence run N 15° 20' W, 66 feet, to the Northeast corner of the intersection of McIntyre Street and 3rd Street in said Village of Montrose; thence run N 74° 40' E along the North side of said McIntyre Street, a distance of 329 feet to a concrete block corner marker, the Southwest corner of the lot herein described, and the POINT OF BEGINNING: From said Point of Beginning, run N 00° 15' W, 150.1 feet to an iron pin corner marker; thence run N 74° 29' E, 137.7 feet, more or less, to a point on the western margin of a highway known as "U.S. Hwy #98"; a distance of 146.2 feet to an old concrete block corner marker; thence run S 74° 40' W, 162.9 feet, more or less, to the Point of Beginning. Lot contains 0.498 acres, more or less, lies in the Fractional Southwest Quarter of Fractional Section 29, Township 5 South, Range 2 East, Baldwin County, Alabama, and is part of that certain property previously owned (or claimed) by Herman Wheeler.

BOOK 436 PAGE 663

**AFFIDAVIT TO CLAIM EXEMPTION
UNDER SECTIONS 40-9-19 AND 40-9-21**

CODE OF ALABAMA, 1975

I HEREBY CERTIFY UNDER OATH AND SUBJECT TO THE PENALTIES PROVIDED BY LAW THAT:

1. I am the owner and occupant of the property in which I make this Homestead Exemption Claim.
2. I am over the age of 65 or totally and permanently disabled.
3. Our net annual taxable income for the year _____ was \$7500 or less.
4. Our adjusted gross income is less/more than \$12,000.

X _____
TAXPAYER

OATH TO BE ADMINISTERED TO TAXPAYER:
I do solemnly swear (or affirm) that the foregoing list of prop.

(If not his own property, here state the capacity in which is a full and complete return of all the property owned by _____)

(Here state "me" if the property returned is his own the name of the person, corporation, or estate for whom the or in which _____)

(Here designate the owner for whatever, the situs of which for taxation, or exemption of October of the present tax year, and of the int. schedule, so help me God. Also, I understand that if October 1, _____ and that if this return is signed to report any changes affecting values or exemption signing and said October 1, _____)

SIGN HERE _____ (Person giving list in

Subscribed and sworn to before me this the _____
Adrian T. Johns, Tax Assessor B

By _____

UNIFORM PARCEL NUMBER AND DESCRIPTION

COUNTY	TOWNSHIP	AREA	SECTION	1/4 SEC.	BLOCK	PARCEL
05	43	09	29	0	000	005.000.

12532
140'SX165' IRR SEC 29-5-2 FE BEG AT INTER. OF MCINTYRE ST AND
US HWY 98 RUN TH N 582' TO POB TH CONT N ALB HWY 98 165'S W
40' N460'S W95'S S670'S E140'S TO POB

HOMESTEAD
ST
CG

ADJACENT PROPERTY OWNERS NOTIFIED FOR REZONING PUBLIC HEARING

DALE PROPERTY

Raymond and Doris Palmer
Post Office Box 333, Montrose 36559

Joy Reynolds

Tunstall Property

Randolph Lambert
Post Office Box 99
Daphne 36526

George L. Little
Rte. 7, Box 13 Deepwood Drive
Selma, AL 36701

David & Christine ~~Wetzel~~
Post Office Box 128
Daphne 36526

Joy Reynolds

Reynolds Property

Raymond and Doris Palmer

David and Christine ~~Wetzel~~

Zeolia Dale

Geraldine Tunstall

Robert Trammell

Robert Trammell Property

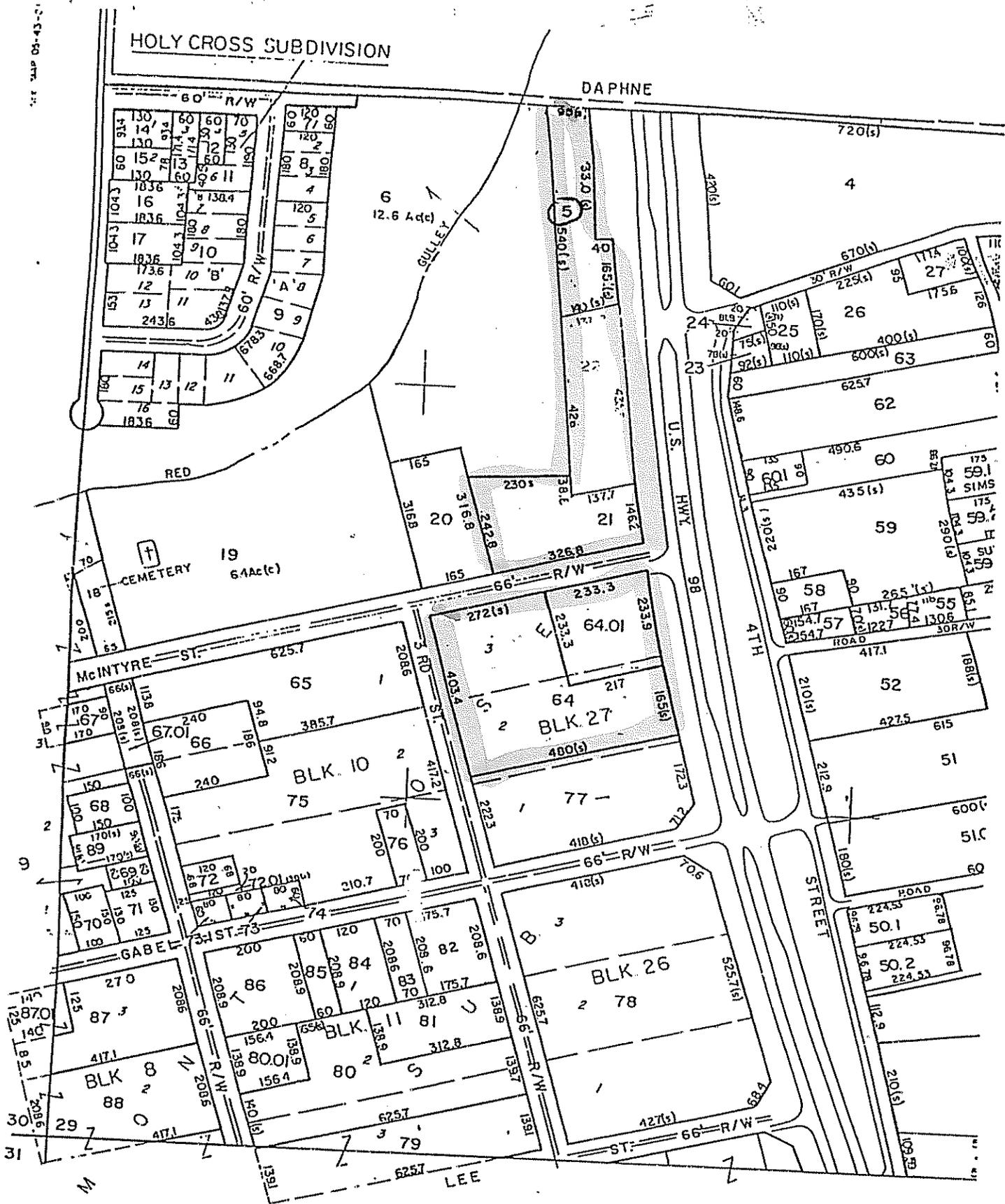
Joy Reynolds

Geraldine Tunstall

MAP 05-43-C-1

HOLY CROSS SUBDIVISION

DAPHNE



FOR TAX PURPOSES ONLY - NOT TO BE USED FOR CONVEYANCE

DALE PARSEL H

A. VICTOR GUARISCO
MAYOR
H. DAVID ARNOLD
CITY MANAGER
LISA PADGETT
COMPTROLLER
MARY ANN LAPEZE
CITY CLERK



COUNCIL MEMBERS
MARVIN USSERY, PRESIDENT
DISTRICT 3
JOHN W. PETERSON, PRESIDENT PRO TEM
DISTRICT 5
RAYMOND N. BARNES
DISTRICT 1
E. HARRY BROWN
DISTRICT 2
JIM IVIE
DISTRICT 7
HELEN A. MCKEE
DISTRICT 4
JOHN SASSER
DISTRICT 6

April 4, 1990

Businesses located within the newly annexed areas.

Enterprise Rent-A-Car
U. S. Hwy. 98
Montrose, Alabama 36559
Sales Tax #763701296

Sweeney's Cabinet Shop
Hwy. 98
P. O. Box 1362
Daphne, Alabama 36526
Sales Tax #

Plant Shoppee, Inc.
P. O. Box 927
Fairhope, Alabama 36533
Sales Tax #

Jubilee Landscaping
No business from this location.

Judge Roy Bean
Scenic Route 98
Montrose, Alabama 36559
Sales Tax #

ORDINANCE 2006- 36

**An Ordinance Appropriating Funds
Baldwin County Trailblazers**

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 recognizes the importance of the Baldwin County Trailblazers and their mission to preserve and enhance the quality of life in Baldwin County through a countywide network of hiking/biking trails.

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 an appropriation to the Baldwin County Trailblazers in the amount of _____ for the purpose of expanding the multi-purpose trails throughout Baldwin County.

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 2006-37

An Ordinance Appropriating Funds

Mowers

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 Public Works department included in the annual budget funds for the lease of 5 Out-Front Deck Mowers; and

WHEREAS, the total cost of a three year lease is \$ 123,660 and the total cost for the purchase of the mowers is \$ 119,905; and

WHEREAS, it has been determined that it is in the City's best economic interest to purchase such mowers in lieu of leasing them.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Daphne, Alabama, that the Fiscal Year 2006 Budget is hereby amended to include a General Fund appropriation not to exceed \$ 102,730 for the purchase of 5 Out-Front Deck Mowers.

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