



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. ROBERT E. (BOB) JAMES
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

April 15, 2014

The Honorable Kenneth D. Underwood
Mayor
Town of Magnolia Springs
ATTN: Mrs. Karen Biel
Post Office Box 890
Magnolia Springs, Alabama 36555

RE: Enforcement of Flood Damage Prevention Ordinance

Dear Mayor Underwood:

The Baldwin County Commission, during its regularly scheduled meeting held on April 15, 2014, took the following actions:

- 1) Authorized, with respect Section to 34-14A-12 of the Code of Alabama 1975, the Baldwin County Building Inspection Department to enforce the Town of Magnolia Springs Municipal Flood Damage Prevention Ordinance No. 2010-08, and any amendments thereto, with the understanding that:
 - a) All fees collected under this authorization and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and
 - b) The Town of Magnolia Springs shall issue and approve Land Use Certificates on any construction within the corporate limits of said Town.
- 2) Authorized the execution of the *Agreement* between the Baldwin County Commission and the Town of Magnolia Springs, Alabama, to accomplish the aforementioned. The term of this *Agreement* shall be for a term of thirty-six (36) months from the date of full execution of this *Agreement*, and either party shall be entitled to terminate the *Agreement* by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.

Enclosed is a **fully executed original Agreement** for your file.

Mayor Kenneth D. Underwood
April 15, 2014
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If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Mike Howell, Building Official, at (251) 972-6837.

Sincerely,



CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item BC1

cc: Mike Howell
Kim Nelson
David Brewer

ENCLOSURE

AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF MAGNOLIA SPRINGS, ALABAMA
[Enforcement of the Flood Damage Prevention Ordinance]

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the TOWN OF MAGNOLIA SPRINGS, ALABAMA, hereinafter referred to as “the MUNICIPALITY,” desire to enter into an agreement concerning the enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2010-08, within the corporate limits of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2010-08, and any amendments thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall enforce the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2010-08, and any amendments thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said administration and enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2010-08, and any amendments thereto, shall be the property of and retained by the COMMISSION.
3. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.
4. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate this Agreement by passing a

resolution expressing said party's desire to terminate and providing written notice of the same to the other party.

5. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

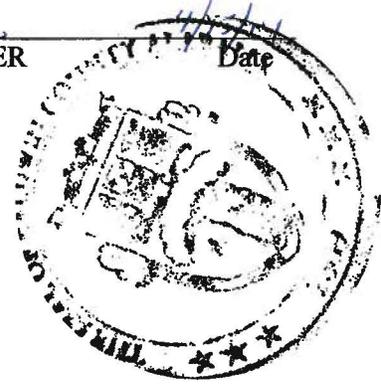
IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed this Agreement on the day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION



CHARLES F. GRUBER
Chairman

Date



ATTEST



DAVID A. Z. BREWER
County Administrator

TOWN OF MAGNOLIA SPRINGS, ALABAMA

Kenneth D. Underwood 3/19/14
KENNETH UNDERWOOD Date
Mayor



Karen S. Biel 3-19-2014
KAREN S. BIEL, Town Clerk