



COUNTY COMMISSION

BALDWIN COUNTY

312 COURTHOUSE SQUARE, SUITE 12

BAY MINETTE, ALABAMA 36507

(251) 937-0264

FAX (251) 580-2500

MEMBERS

DIST. 1. FRANK BURT, JR.
2. DAVID E. BISHOP
3. WAYNE A. GRUENLOH
4. CHARLES F. GRUBER

MICHAEL L. THOMPSON
COUNTY ADMINISTRATOR

July 22, 2008

The Honorable Joseph C. Bonner
Mayor
City of Spanish Fort
Post Office Box 7226
Spanish Fort, Alabama 36527


RE: Extraterritorial Planning Jurisdiction

Dear Mayor Bonner:

The Baldwin County Commission, during its regularly scheduled meeting held on July 22, 2008, authorized the Baldwin County Highway Department to immediately publish in the Gulf Coast Newspapers and in accordance with Section 11-24-6 of the Code of Alabama 1975 an instrument entitled *Agreement Between the County Baldwin County Commission And The City of Spanish Fort Concerning the Exercise Of Extraterritorial Planning Jurisdiction Authority Over Subdivisions* (said instrument approved at the December 4, 2007, regular meeting), as requested by the city of Spanish Fort, by correspondence dated July 18, 2008, and provided by Spanish Fort City Attorney David J. Conner.

If you have any questions or need further assistance, please do not hesitate to contact me.

Sincerely,


FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met Item L1

cc: David Brewer
Cal Markert
Greg Smith
Kim Creech
Ron Cink

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

(Agenda Item Preparation Procedure)

AGENDA ITEM NUMBER: 41

Work Session Meeting Date: _____

Commission Meeting Date: July 22, 2008

TITLE/SUBJECT: **Agreements between Baldwin County Commission and City of Spanish Fort, City of Daphne and Town of Loxley – Extraterritorial Planning Jurisdiction – Authorization to publish respective Agreements**

TO: ***The Honorable Members of the Baldwin County Commission***
THRU: **Michael L. Thompson, County Administrator *MLT 7/18/08***
FROM: **Chairman Frank Burt, Jr.**

STAFF RECOMMENDATION:

Take the following actions:

[1] As requested by the City of Spanish Fort, by correspondence dated July 18, 2008, as provided by Spanish Fort City Attorney David J. Conner, authorize the Baldwin County Highway Department to immediately publish in the Gulf Coast Newspapers and in accordance with Section 11-24-6 of the Code of Alabama 1975 an instrument entitled "Agreement Between The Baldwin County Commission And The City of Spanish Fort Concerning the Exercise Of Extraterritorial Planning Jurisdiction Authority Over Subdivisions" (said instrument approved at the December 4, 2007, regular meeting); and

[2] Authorize the Baldwin County Highway Department to immediately publish in the Gulf Coast Newspapers and in accordance with Section 11-24-6 of the Code of Alabama 1975 an instrument entitled "Amended Agreement Between The Baldwin County Commission And The City of Daphne Regarding Respective Extraterritorial Planning Jurisdiction Authority Over Subdivisions" (said instrument approved at the December 4, 2007, regular meeting); and

[3] Authorize the Baldwin County Highway Department to immediately publish in the Gulf Coast Newspapers and in accordance with Section 11-24-6 of the Code of Alabama 1975 an instrument entitled "Amended Agreement Between The Baldwin County Commission And The Town of Loxley Regarding Respective Extraterritorial Planning Jurisdiction Authority Over Subdivisions" (said instrument approved at the December 4, 2007, regular meeting).

PREVIOUS COMMISSION ACTION: yes X no _____ Date: December 4, 2007,
regular meeting: Approved Extraterritorial Planning Agreements between the Baldwin County Commission and respective Baldwin County municipalities as listed in the above Staff Recommendation.

BACKGROUND ON REQUEST:

See attached a written request (dated July 18, 2008) from the City Attorney for the City of Spanish Fort, David J. Conner, requesting the Baldwin County Commission republish the Extraterritorial Planning Jurisdiction Agreement, between the county and municipality, in the Gulf Coast Newspapers. This Extraterritorial Planning Jurisdiction Agreement was approved by the Baldwin County Commission during the December 4, 2007, regular meeting.

Furthermore, since the above request from the City of Spanish Fort directly relates to a subject matter also approved as relates to Amended Extraterritorial Planning Jurisdiction Agreements with the City of Daphne and Town of Loxley, approved also at the December 4, 2007, regular meeting, a similar authorization for publication is applicable.

Publishing the aforementioned Agreements is in accordance with Section 11-24-6 of the Code of Alabama 1975.

OTHER INFORMATION:

The County Engineer's office has confirmed that the required 2 weeks of advertisement for the Extraterritorial Planning Jurisdiction Agreements for Spanish Fort, Daphne and Loxley were run on January 15 (2008) and January 22 (2008) in the Mobile Press Register (Baldwin Register).

FINANCIAL IMPACT: N/A

- 1. Total cost of recommendation: **\$ Undetermined**
- 2. Are the funds budgeted for this recommendation? **yes** X **no**

If not, why not: _____

- 3. Budget line item to be used:
Baldwin County Highway Department Budget

Balance remaining in the line item after recommended expenditure:
Baldwin County Highway Department Budget

- 4. Will the recommendation create a need for continued funding, which is not included in the current budget? **yes** **no** X

If yes, how will this funding requirement be met in the future? _____

Budget Manager Approval: Ron Cink (aka) **Date:** 7/18/08

LEGAL IMPACT: N/A _____

1. Are any legal documents required to be executed if this recommendation is approved?
Yes _____ No _____
2. Is Legal creating _____ reviewing _____ or revising _____ the documents? If not, why? _____
3. Are the documents attached to this recommendation? Yes _____ No _____
4. Department Notes: _____
Approved as to form only: _____ / _____

Counsel

Date

Legal Notes: _____ / _____

Counsel

Date

CONSISTENCY WITH B.C. STRATEGIC PLAN – 2006-2016: N/A _____ X _____

(2006-2016 – B.C. Strategic Plan)

1. Is the recommendation consistent with goals set forth in the Strategic Plan?
yes _____ no _____

If yes, what is the strategic objective and how does the recommendation address this goal? _____

If no, what is the justification for approving the recommendation? _____

POLICY IMPACT: N/A _____ X _____

(Baldwin County Policies and Procedures)

1. Is the proposed recommendation consistent with Commission policy? yes _____ no _____
2. Which Commission policy is applicable to this recommendation? _____
3. If an exception to Commission policy is required, what is the justification for this exception? _____

PERSONNEL IMPACT: N/A _____ X _____

1. Open, funded position? Yes _____ No _____ Position Number _____
2. Newly created position? Yes _____ No _____ Position Number _____

Describe changes or additions needed _____

Personnel Director: _____ **Date:** _____

IMPLEMENTATION:

1. Department and individual responsible for follow up activities on recommendation: _____
2. Specific action/actions required as follow up: Monica Taylor: Correspondence to:

Letter for Staff Recommendation [1]:

The Honorable Joseph C. Bonner, Mayor
City of Spanish Fort
Post Office Box 7226
Spanish Fort, Alabama 36527

Letter for Staff Recommendation [2]:

The Honorable Fred Small, Mayor
City of Daphne
P. O. Box 400
Daphne, Alabama 36526

Letter for Staff Recommendation [3]:

The Honorable Billy Middleton, Mayor
Town of Loxley
P. O. Box 9
Loxley, Alabama 36551

3. Are other Departments/Individuals necessary to complete the follow up activities? If so, specify: Cal Markert; Greg Smith: Highway Department

ALTERNATIVES:

1. As the Commission directs.

ATTACHMENTS:

1. Letter from David J. Conner, dated July 18, 2008.
2. Extraterritorial Planning Agreement – City of Spanish Fort.
3. Amended Extraterritorial Planning Agreement – City of Daphne.
4. Amended Extraterritorial Planning Agreement – Town of Loxley.
5. Excerpts – Minutes of December 4, 2007, regular meeting of the Baldwin County Commission.

LAW OFFICES OF

BLACKBURN & CONNER, P.C.

DANIEL G. BLACKBURN
DAVID J. CONNER
REBECCA A. GAINES
MARK H. TAUPPEA

110 COURTHOUSE SQUARE
BAY MINETTE, AL 36507
TELEPHONE (251) 937-1750
FAX (251) 937-1785

4822
MT
DAB
JSB
CM
WD
CS

MAILING ADDRESS
POST OFFICE BOX 458
BAY MINETTE, AL 36507

OF COUNSEL:
CYNTHIA J. SHERMAN

July 18, 2008

VIA: HAND DELIVERY

Mr. Frank Burt, Jr., Chairman
Baldwin County Commission
One Courthouse Square
Bay Minette, Alabama 36507

RECEIVED
JUL 18 2008
BY: DAB

*Re: Publication of Legal Notices / Agreement Between the
Baldwin County Commission and the City of Spanish Fort
Concerning the Exercise of Extraterritorial Planning
Jurisdiction Authority Over Subdivisions*

Dear Commissioner Burt:

I am the City Attorney for the City of Spanish Fort, and I am writing this letter on behalf of the City of Spanish Fort regarding the above-referenced matter. It is our understanding that an issue has been raised before the Baldwin County Commission regarding the publication of legal notices in Baldwin County. As you know, the Baldwin County Commission and the City of Spanish Fort, along with several other municipalities, entered into agreements regarding the exercise of extraterritorial planning jurisdiction over the regulation of subdivisions. Based on the agreements, it was the County's responsibility to publish the agreements in accordance with state law, and the parties agreed to share in the cost of publication.

It has come to our attention that the agreement with the City of Spanish Fort was published in the Baldwin Register section of the Mobile Press Register on January 15th and 22nd of this year, and the agreement was not published in any other newspaper. Section 11-24-6 of the Code of Alabama (1989 Repl. Vol.) reads as follows:

Mr. Frank Burt, Jr., Chairman

July 18, 2008

Page 2

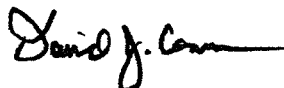
It is the intent of the legislature that all proposed subdivisions be subject to regulation, and counties and municipalities affected by provisions of this chapter shall have authority to reach and publish agreement as to exercise of jurisdictional authority over proposed subdivisions, which agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in the county and affected municipality and such agreement shall thereafter have the force and effect of law.

Section 6-8-60 of the Code of Alabama (2005 Repl. Vol.) sets out the general requirements for newspapers for the purpose of publishing legal notices in the County, and this statute was construed by the Alabama Supreme Court in 1985 in Gulf Coast Media, Inc. vs. Mobile Press Register, Inc., 470 So. 2d 1211 (Ala. 1985).

Based upon our review of the aforementioned statutes, relevant case law and our understanding of the facts, it is our belief that the Baldwin Register section of the Mobile Press Register does not meet the requirements of an authorized newspaper for the purpose of publishing legal notices in Baldwin County, Alabama, at this time. Therefore, on behalf of the City of Spanish Fort, I hereby request that the County republish the aforementioned agreement regarding the exercise of extraterritorial planning jurisdiction in an appropriate newspaper in accordance with state law, and we are of the opinion that Gulf Coast Newspapers is an appropriate newspaper for publication.

If you have any questions or comments, or if I can be of any assistance, please do not hesitate to contact me.

Yours very truly,



DAVID J. CONNER
For the Firm

DJC/srd

xc: Joseph C. Bonner, Mayor

1091982

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION



AND THE
CITY OF SPANISH FORT CONCERNING THE EXERCISE OF
EXTRATERRITORIAL PLANNING JURISIDICION
AUTHORITY OVER SUBDIVISIONS

Whereas, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION", and the CITY OF SPANISH FORT, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions outside the corporate limits of the MUNICIPALITY, with the COMMISSION having the responsibility for the review of subdivisions in the unincorporated areas of the county lying outside the MUNICIPALITY's extraterritorial planning jurisdiction as more particularly defined herein, and not lying inside the planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located in and all land lying within its said extraterritorial planning jurisdiction; and

WHEREAS, Ala. Code 11-52-30 provides, *inter alia*, that the territorial jurisdiction of any municipal planning commission over the subdivision of land shall include all land located in the municipality and all land lying within five miles of the municipality and not located in any other municipality; and

WHEREAS, Alabama law authorizes the COMMISSION to regulate subdivisions in unincorporated areas of the County, pursuant to Ala. Code 11-24-1, et seq., which provides for the COMMISSION'S authority over subdivisions inside extraterritorial planning jurisdictions of municipalities which did not have an organized and functioning planning commission on or before July 30, 1979; and

WHEREAS, Ala. Code 11-24-6 authorizes counties and municipalities to enter into agreements concerning the exercise of jurisdictional authority over proposed subdivisions situated in a municipality's extraterritorial planning jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S extraterritorial planning jurisdiction shall include all land depicted in Exhibit A and as described in Exhibit B. Said extraterritorial planning jurisdiction may be expanded by the MUNICIPALITY by adoption of a resolution extending the territorial jurisdiction and submission of such resolution to the COMMISSION, which shall concur in such jurisdiction extension to the limit allowed by

current law at its next regular meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within its said extraterritorial planning jurisdiction provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S said extraterritorial planning jurisdiction, then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. In the case of each plat approved by the MUNICIPALITY hereunder in the extraterritorial planning jurisdiction, the MUNICIPALITY shall require the developer to make subdivision application to the county engineer for his approval as provided in Section 11-52-30 of the Code of Alabama prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements whether of the MUNICIPALITY or of the COMMISSION must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S said extraterritorial planning jurisdiction, and not lying inside the extraterritorial planning jurisdiction or corporate limits of any municipality in Baldwin County; provided that where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in item 2 above. The land subject to the provisions of this Agreement shall be automatically reduced upon the annexation of said land or any portion thereof by a municipality.

5. Any provision of this Agreement to the contrary notwithstanding, in the case of any subdivision that has received preliminary plat approval from the Baldwin County Planning Commission prior to the date of this Agreement, the same shall continue to be solely under the jurisdiction of the Baldwin County Planning Commission as long as the preliminary plat remains effective or until the final plat is recorded for that particular development, unless the property is annexed by the MUNICIPALITY.

6. A copy of this Agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPALITY for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.

7. This Agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Agreement shall have the force and effect of law.

8. It is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor and resolution of the MUNICIPALITY and the COMMISSION by duly adopted resolution.

Adopted, this the 19th day of December, 2007.

FOR: THE BALDWIN COUNTY COMMISSION

BY Frank Burt, Jr.
Chairman

12/19/2007
DATE

BY Michael L. Thompson
Attest

SEAL

FOR: THE CITY OF SPANISH FORT

BY Joseph C. Bonner
JOSEPH C. BONNER
Mayor

12-19-07
DATE

BY Mary Lynn Williams
MARY LYNN WILLIAMS, MMC
City Clerk
Attest

SEAL

EXHIBIT A

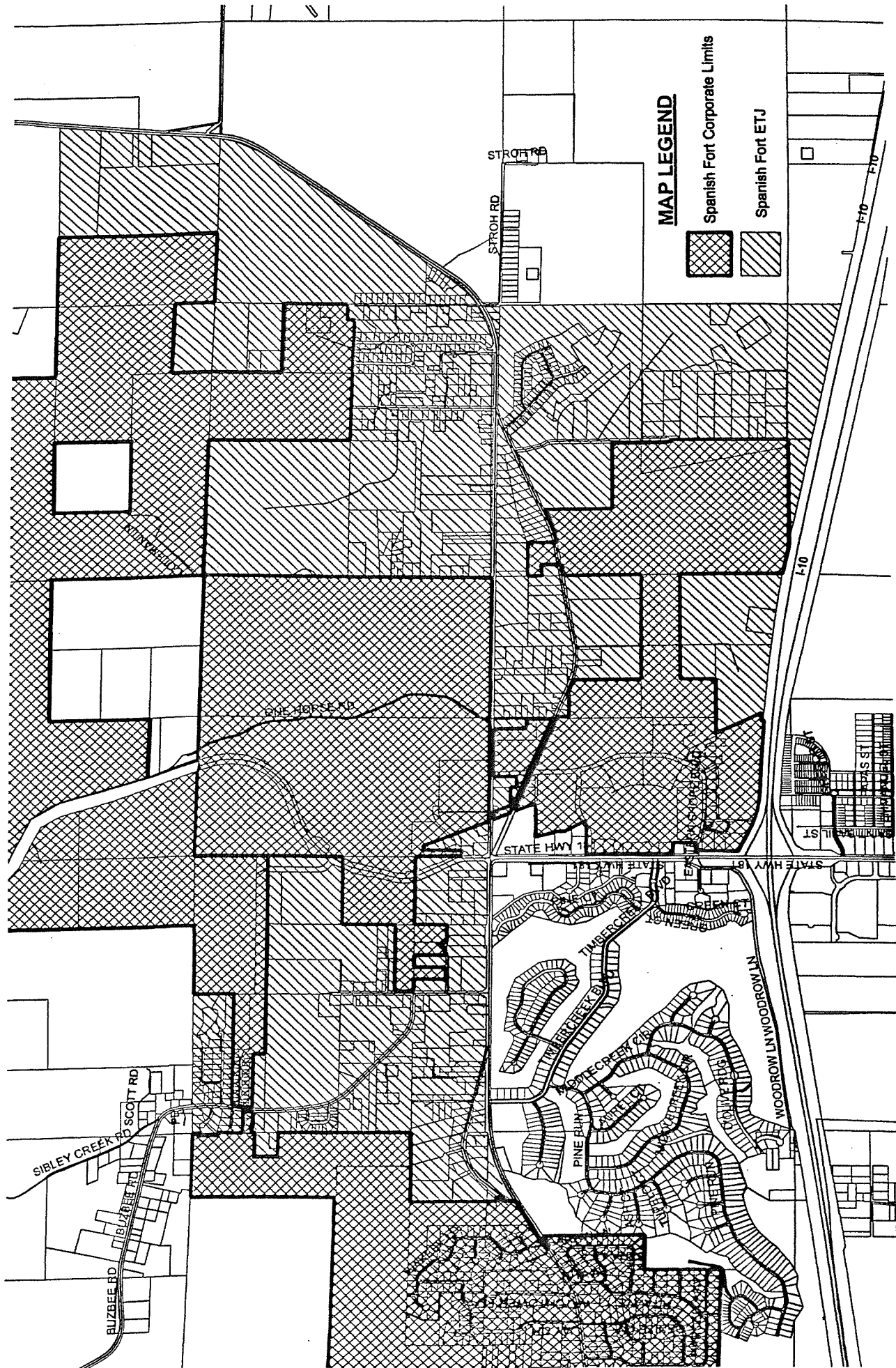


EXHIBIT B

All of Section 26, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality or within the extraterritorial jurisdiction of the City of Daphne as recognized by that Amended Agreement between the Baldwin County Commission and the City of Daphne, dated December 17, 2007.

All of Section 25, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality.

All of Section 24, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of the Southwest Quarter of the Southwest Quarter of Section 23, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of Section 22, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

The Southeast Quarter of the Southeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

That portion of the East Half of the Northeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

The portion of the North Half of the Northeast Quarter of Section 28, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of US Highway 31 and not located within the corporate limits of any municipality.

All of Section 19, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying west of US Highway 31 and not located within the corporate limits of any municipality.

The South Half of Section 18, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying West of US Highway 31 and not located within the corporate limits of any municipality.

The South Half of the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of Section 36, Township 4 South, Range 2 East, in Baldwin County, Alabama lying North of Interstate 10 and not located within the corporate limits of any municipality.

**AMENDED AGREEMENT
BETWEEN THE BALDWIN COUNTY COMMISSION AND
THE CITY OF DAPHNE
REGARDING RESPECTIVE EXTRATERRITORIAL
PLANNING JURISDICTION AUTHORITY OVER SUBDIVISIONS**

WHEREAS, on or about June 4, 1991, the Baldwin County Commission (hereinafter "COMMISSION") and the City of Daphne (hereinafter "MUNICIPALITY") entered into that certain agreement, attached hereto as Exhibit A, concerning the areas of their respective planning jurisdictions; and

WHEREAS, said agreement, in section 8 thereof, provides that it may be amended by mutual action of the parties; and

WHEREAS, the parties now wish to, and do hereby amend the said agreement by the terms and conditions set out herein, and further acknowledge and agree that the instant amended agreement (hereinafter "Amended Agreement") shall constitute the sole and complete agreement between them concerning their respective planning jurisdictions; and

WHEREAS, Ala. Code 11-52-30 provides, *inter alia*, that the territorial jurisdiction of any municipal planning commission over the subdivision of land shall include all land located in the municipality and all land lying within five miles of the municipality and not located in any other municipality; and

WHEREAS, Alabama law authorizes the COMMISSION to regulate subdivisions in unincorporated areas of the County, including without limitation Ala. Code 11-24-1 et seq. which provides for the COMMISSION's authority over subdivisions inside extraterritorial planning jurisdictions of municipalities which did not have an organized and functioning planning commission on or before July 30, 1979; and

WHEREAS, Ala. Code 11-24-6 authorizes counties and municipalities to enter into agreements concerning the exercise of jurisdictional authority over proposed subdivisions situated in a municipality's extraterritorial planning jurisdiction.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits, and all land lying beyond its corporate limits and not lying inside the planning jurisdiction or corporate limits of any other municipality, all as depicted and described in Exhibit B.
2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area depicted and described in Exhibit B.

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 12/26/2007 2:35 PM
TOTAL \$ 0.00
9 Pages

1091984



3. In the case of each plat approved by MUNICIPALITY hereunder, MUNICIPALITY shall require the developer to make subdivision application to the county engineer for his approval as provided in Section 11-52-30 of the Code of Alabama prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the MUNICIPALITY or of the COMMISSION, must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S said planning jurisdiction as depicted and described in Exhibit B, and not lying inside the planning jurisdiction of any other municipality in Baldwin County; provided, however, that where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as provided hereinabove.

5. A copy of this Amended Agreement, including exhibits hereto, shall be kept on file by the COMMISSION and MUNICIPALITY, and further shall be filed with the Judge of Probate of Baldwin County.

6. This Amended Agreement shall become effective as between the parties upon the last date signed below and shall continue in force and effect until such time as is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Amended Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Amended Agreement shall have the force and effect of law.

7. It is expressly understood that this Amended Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor, and the COMMISSION, by signature of the Chairman, respectively approve and execute the Amended Agreement as follows:

FOR: THE BALDWIN COUNTY COMMISSION

BY Frank Bust
Chairman

12/4/2007
DATE

BY W. H. C. Proyer
Attest

SEAL

FOR: THE CITY OF DAPHNE

BY

Mayor

DATE

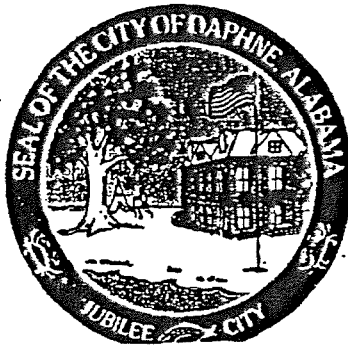
12-17-07

BY

Attest

SEAL

A. VICTOR GUARISCO
MAYOR
WILLIAM P. HERMAN
CITY MANAGER
MARY ANN LAPEZE
CITY CLERK - TREASURER



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

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BALDWIN COUNTY COMMISSION

AND

THE CITY OF DAPHNE

WHEREAS, THE BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION" and the City of Daphne, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions, with the COMMISSION having responsibility for the review of subdivisions in the unincorporated areas of the County lying outside the MUNICIPALITY'S planning jurisdiction and not lying inside the planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located inside its corporate limits and all land lying within its planning jurisdiction; and

WHEREAS, State law authorizes a municipality to exercise such planning jurisdiction up to five miles outside its corporate limits and not located in any other municipality;

NOW, THEREFORE, THE COMMISSION AND THE MUNICIPALITY DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits and all land lying within five (5) miles of its corporate limits and not located in any other municipality.
2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Item 1 above.
3. The MUNICIPALITY will submit a copy of each plat approved within its extraterritorial planning jurisdiction to the County Engineer for his approval as required in Section 11-52-30 of the Code of Alabama, prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the municipality or of the county, must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S planning jurisdiction described in Item 1 above, and not lying inside the planning jurisdiction of any other municipality in Baldwin County.

5. Upon execution of agreements between the COMMISSION and each municipality in Baldwin County, the COMMISSION will have prepared a map delineating the respective planning jurisdictions of the COMMISSION and each municipality in Baldwin County, which map shall be incorporated into this agreement and become a part of it.

6. A copy of this agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the County municipalities for the exercise of subdivision development controls shall be kept on file by the COMMISSION and the MUNICIPALITY and shall be filed with the Judge of Probate of Baldwin County.

7. This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State Law.

8. It is expressly understood that this agreement can be modified or amended by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is deemed necessary.

THE BALDWIN COUNTY COMMISSION

By
Chairman

Frank Burt, Jr.

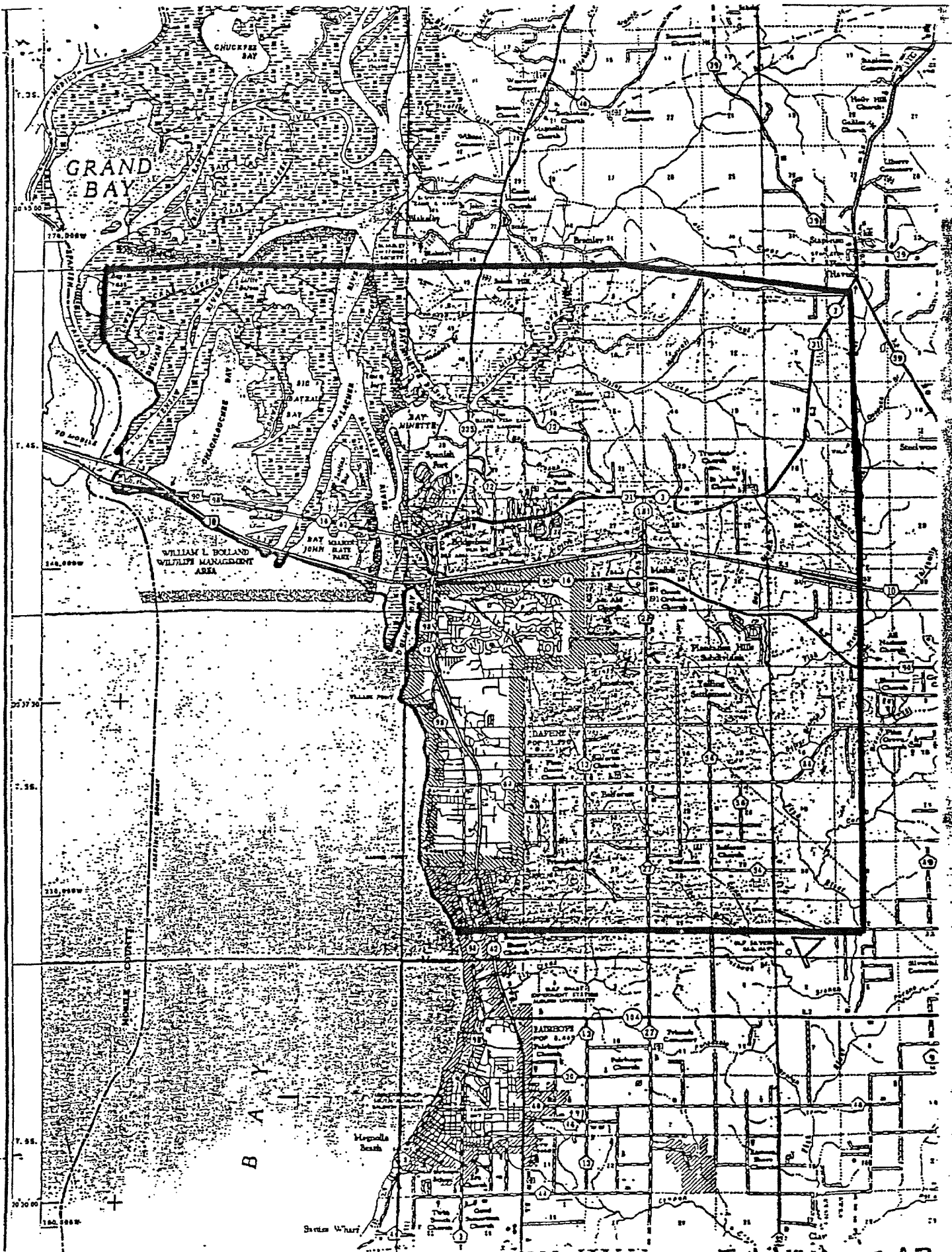
6-4-91
Date

THE CITY OF DAPHNE

By
City Manager

William P. Kern

5/17/91
Date



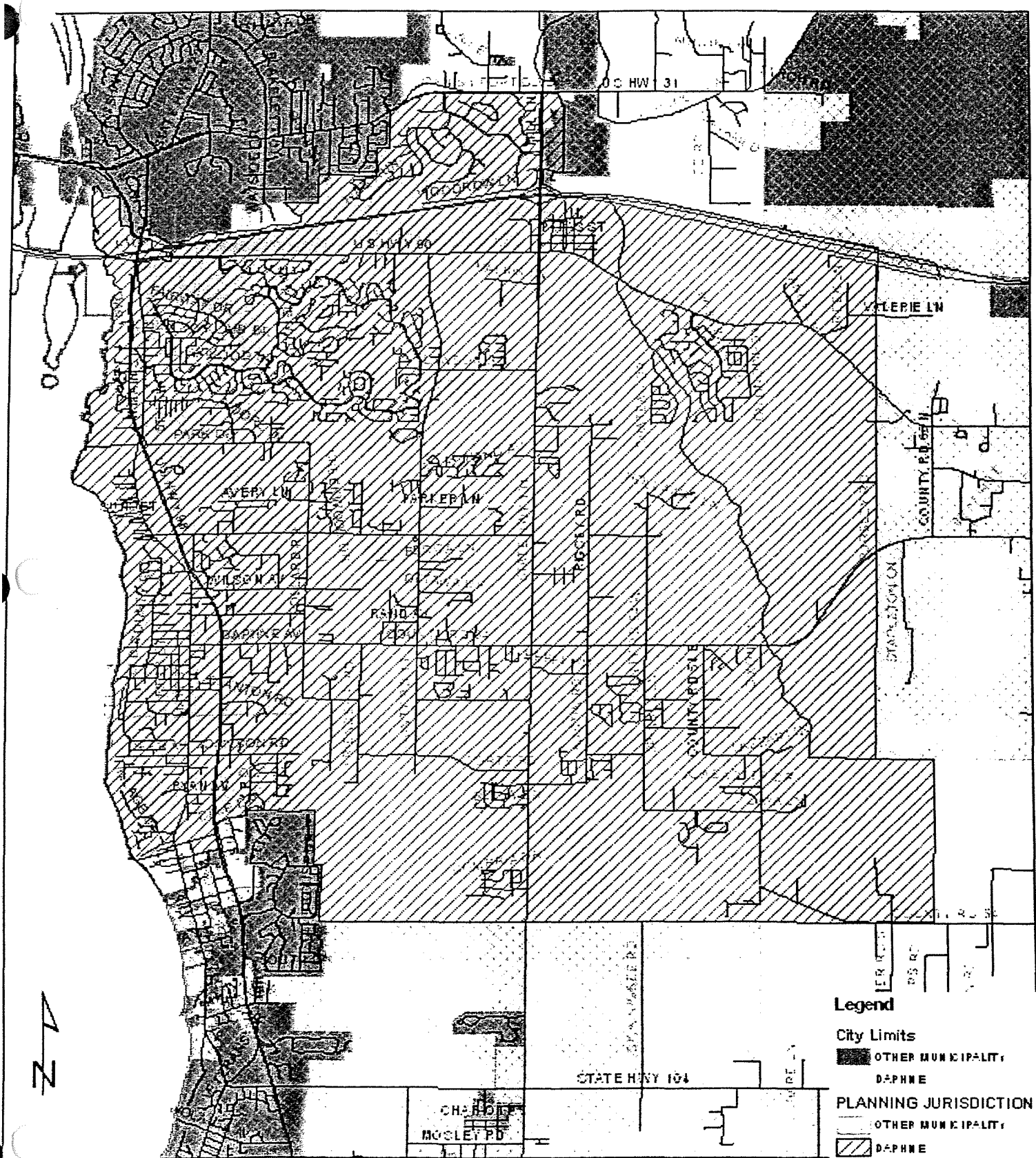
AMENDED AGREEMENT
BETWEEN THE BALDWIN COUNTY COMMISSION AND
THE CITY OF DAPHNE
REGARDING RESPECTIVE PLANNING JURISDICTIONS

EXHIBIT B

Beginning at the SE corner of the NW ¼ of Section 32, T-5-S, R-3-E; Run thence west to a point being the SE corner of Common Area No. 27 as shown on the recorded plat of Rock Creek, Phase Five as recorded on slide numbers 1909-B, 1910-A, 1910-B and 1911-A; Run thence north along the east boundary of said Rock Creek, Phase Five and Rock Creek, Phase Seven to a point being the NE corner of Rock Creek, Phase Seven, as recorded on slide numbers 2008-E & F and on the south section line of section 28, T-5-S, R-3-E and the north right-of-way line at Honours Lane; Run thence west along the north right-of-way line of Honours Lane to a point being the SE corner of Rock Creek, Phase Six, as recorded on slide numbers 1965 A & B; Run thence north along the east side of Rock Creek, Phase Six; Run thence west along the north line of Rock Creek, Phase Six and Phase Four to a point on the east right-of-way line of Dale Lane; Run thence south along the east right-of-way line of Dale Lane to the south right-of-way line of Dale Lane; Run thence west along the South right-of-way line of Dale Lane to a point in the centerline of U.S. Highway 98; Run thence south along the centerline of U.S. Highway 98 to the intersection of Gabel Street; Run thence west along the centerline of Gabel Street to the intersection of 2nd Street; Run thence north along the centerline of 2nd Street to the intersection of McIntyre Street; Run thence west along the centerline of McIntyre Street to the intersection of Main Street; Run thence south along the centerline of Main Street to the intersection of Bendabout Lane; Run thence west along the centerline of Bendabout Lane and the extension thereof to the mean high tide line of Mobile Bay; Run thence in a northward direction along the mean high tide line of Mobile Bay and D'Olive Bay to the North right-of-way line of Interstate 10; Run thence east along the north right-of-way line of Interstate 10 to a point being the SW corner of parcel number 05-32-09-32-0-001-001.003; Run thence northwestwardly along the west property line of said parcel to the north line of Section 32, T-4-S, R-2-E; Run thence east to the SW corner of Section 28, T-4-S, R-2-E; Run thence north to the NW corner of the SW ¼ of the SW ¼ of Section 28, T-4-S, R-2-E; Run thence east to the NE corner of the SE ¼ of the SW ¼ of Section 28, T-4-S, R-2-E; Run thence north to the NW corner of the SE ¼ of Section 28, T-4-S, R-2-E; Run thence east to the SW corner of the east ½ of the SW ¼ of the NE ¼ of Section 28, T-4-S, R-2-E; Run thence north to the intersection of the west line of the east ½ of the NW ¼ of the NE ¼ of Section 28, T-4-S, R-2-E and the south right-of-way line of U.S. Highway 31; Run thence east along the south right-of-way line of U.S. Highway 31 to the NE corner of parcel number 05-32-07-26-0-000-021.001; Run thence in a southeasterly direction along the east side of parcel number 05-32-07-26-0-000-021.001 to the southeast corner of said parcel; Run thence due south for approximately 3000 feet to the centerline of Eastern Shore Boulevard; Run thence west along the centerline of Eastern Shore Boulevard to the east right-of-way line of State Highway 181; Run thence south along the east right-of-way line of State Highway 181 to the north right-of-way line of Interstate 10; Run thence east along the north right-of-way line of Interstate 10 to the intersection of the north right-of-way of Interstate 10 and the west line of Section 32, T-4-S, R-3-E; Run thence south to the NE corner of Section 30, T-5-S, R-3-E; Run thence east to the NE corner of the NW ¼ of Section 29, T-5-S, R-3-E; Run thence south to the SE corner of the NW ¼ of Section 32, T-5-S, R-3-E and THE POINT OF BEGINNING.

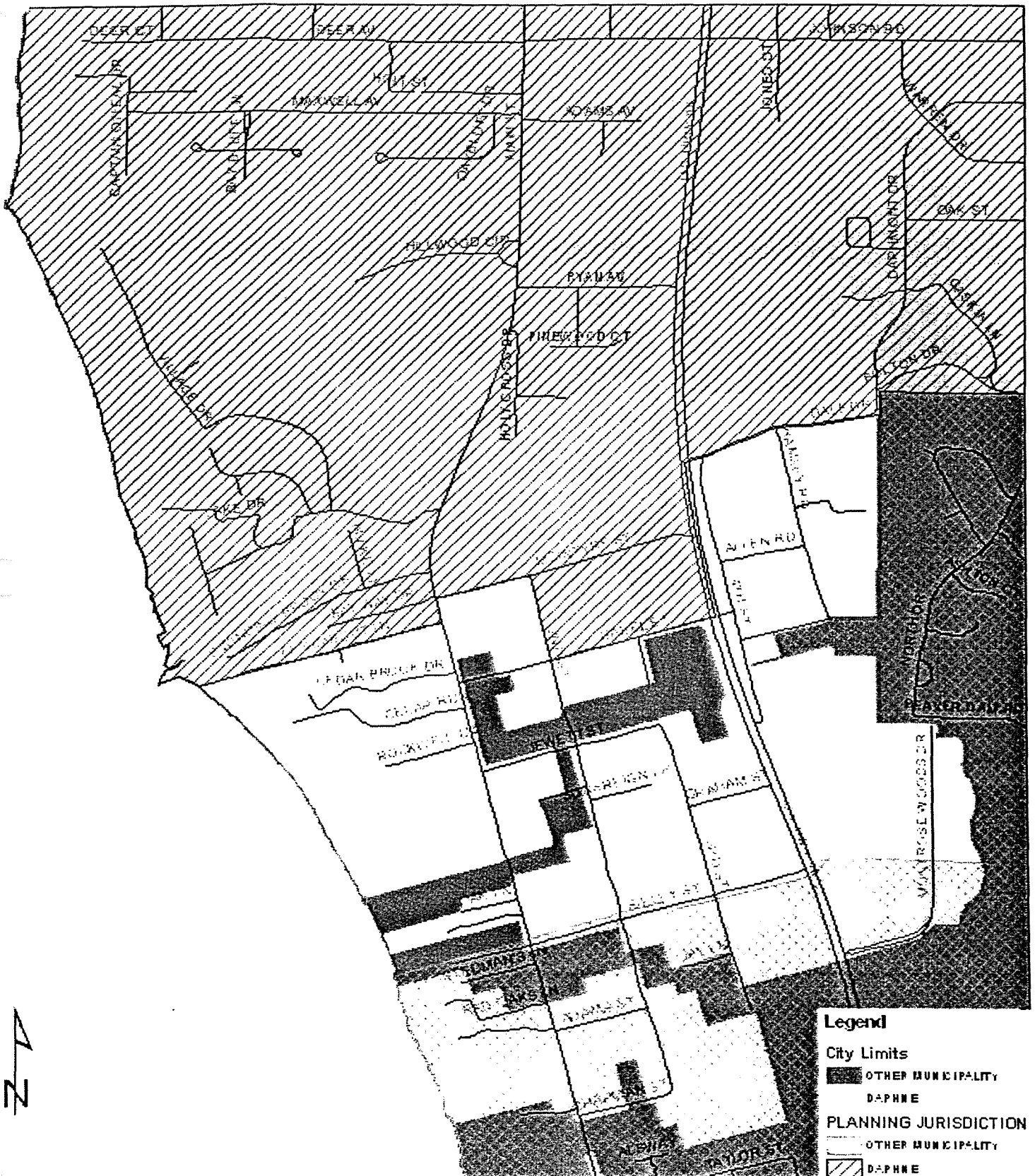
LESS and EXCEPT any portion of described property located within the corporate limits of any other municipality.

AMENDED AGREEMENT
 BETWEEN THE BALDWIN COUNTY COMMISSION AND
 THE CITY OF DAPHNE
 REGARDING RESPECTIVE PLANNING JURISDICTIONS



1 inch equals 6,000 feet

AMENDED AGREEMENT
 BETWEEN THE BALDWIN COUNTY COMMISSION AND
 THE CITY OF DAPHNE
 REGARDING RESPECTIVE PLANNING JURISDICTIONS



1 inch equals 1,000 feet

**AMENDED AGREEMENT
BETWEEN THE BALDWIN COUNTY COMMISSION AND
THE TOWN OF LOXLEY
REGARDING RESPECTIVE EXTRATERRITORIAL
PLANNING JURISDICTION AUTHORITY OVER SUBDIVISIONS**

WHEREAS, on or about June 5, 1991, the Baldwin County Commission (hereinafter "COMMISSION") and the Town of Loxley (hereinafter "MUNICIPALITY") entered into that certain agreement, attached hereto as Exhibit A, concerning the areas of their respective planning jurisdictions; and

WHEREAS, said agreement, in section 8 thereof, provides that it may be amended by mutual action of the parties; and

WHEREAS, the parties now wish to, and do hereby amend the said agreement by the terms and conditions set out herein, and further acknowledge and agree that the instant amended agreement (hereinafter "Amended Agreement") shall constitute the sole and complete agreement between them concerning their respective planning jurisdictions; and

WHEREAS, Ala. Code 11-52-30 provides, *inter alia*, that the territorial jurisdiction of any municipal planning commission over the subdivision of land shall include all land located in the municipality and all land lying within five miles of the municipality and not located in any other municipality; and

WHEREAS, Alabama law authorizes the COMMISSION to regulate subdivisions in unincorporated areas of the County, including without limitation Ala. Code 11-24-1 et seq. which provides for the COMMISSION's authority over subdivisions inside extraterritorial planning jurisdictions of municipalities which did not have an organized and functioning planning commission on or before July 30, 1979; and

WHEREAS, Ala. Code 11-24-6 authorizes counties and municipalities to enter into agreements concerning the exercise of jurisdictional authority over proposed subdivisions situated in a municipality's extraterritorial planning jurisdiction.

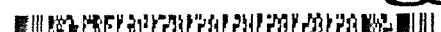
NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits, as the same exist on the date of this Amended Agreement, and all land lying beyond its corporate limits and not lying inside the planning jurisdiction of any other municipality, all as depicted and described in Exhibit B.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area depicted and described in Exhibit B.

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 12/26/2007 2:34 PM
TOTAL \$ 0.00
7 Pages

1091983



3. In the case of each plat approved by MUNICIPALITY hereunder, MUNICIPALITY shall require the developer to make subdivision application to the county engineer for his approval as provided in Section 11-52-30 of the Code of Alabama prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the MUNICIPALITY or of the COMMISSION, must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S said planning jurisdiction as depicted and described in Exhibit B, and not lying inside the planning jurisdiction of any other municipality in Baldwin County; provided, however, that where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as provided hereinabove.

5. A copy of this Amended Agreement, including exhibits hereto, shall be kept on file by the COMMISSION and MUNICIPALITY, and further shall be filed with the Judge of Probate of Baldwin County.

6. This Amended Agreement shall become effective as between the parties upon the last date signed below and shall continue in force and effect until such time as is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Amended Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Amended Agreement shall have the force and effect of law.

7. It is expressly understood that this Amended Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor, and the COMMISSION, by signature of the Chairman, respectively approve and execute the Amended Agreement as follows:

FOR: THE BALDWIN COUNTY COMMISSION

BY Frank Burt
Chairman

12-4-02
DATE

BY Michael L. Thompson
Attest

SEAL

FOR: THE TOWN OF LOXLEY

BY *Quigley Middleton*
Mayor

12-19-07
DATE

BY *Carole P. Middleton*
Attest

SEAL



BETWEEN

THE BALDWIN COUNTY COMMISSION

AND

TOWN OF LOXLEYExhibit A
1 of 2

7

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION" and TOWN OF LOXLEY, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions, with the COMMISSION having responsibility for the review of subdivisions in the unincorporated areas of the County lying outside the MUNICIPALITY'S planning jurisdiction and not lying inside the planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located inside its corporate limits and all land lying within its planning jurisdiction; and

WHEREAS, State law authorizes a municipality to exercise such planning jurisdiction up to five miles outside its corporate limits and not located in any other municipality;

NOW, THEREFORE, THE COMMISSION AND THE MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits and all land lying within 1½ miles of its corporate limits and not located in any other municipality.
2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Item 1 above.
3. The MUNICIPALITY will submit a copy of each plat approved within its extraterritorial planning jurisdiction to the County Engineer for his approval required in Section 11-52-30 of the Code of Alabama, prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the municipality or of the county, must be complied with by the developer.

Exhibit A
2 of 2

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S planning jurisdiction described in Item 1 above, and not lying inside the planning jurisdiction of any other municipality in Baldwin County.

5. Upon execution of agreements between the COMMISSION and each municipality in Baldwin County, the COMMISSION will have prepared a map delineating the respective planning jurisdictions of the COMMISSION and each municipality in Baldwin County, which map shall be incorporated into this agreement and become a part of it.

6. A copy of this agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the County municipalities for the exercise of subdivision development controls shall be kept on file by the COMMISSION the MUNICIPALITY and shall be filed with the Judge of Probate of Baldwin County.

7. This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State law.

8. It is expressly understood that this agreement can be modified or amended by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is deemed necessary.

THE BALDWIN COUNTY COMMISSION

By Frank Burt, Jr.
Chairman

Date 6-5-91

THE _____

By [Signature]
Mayor

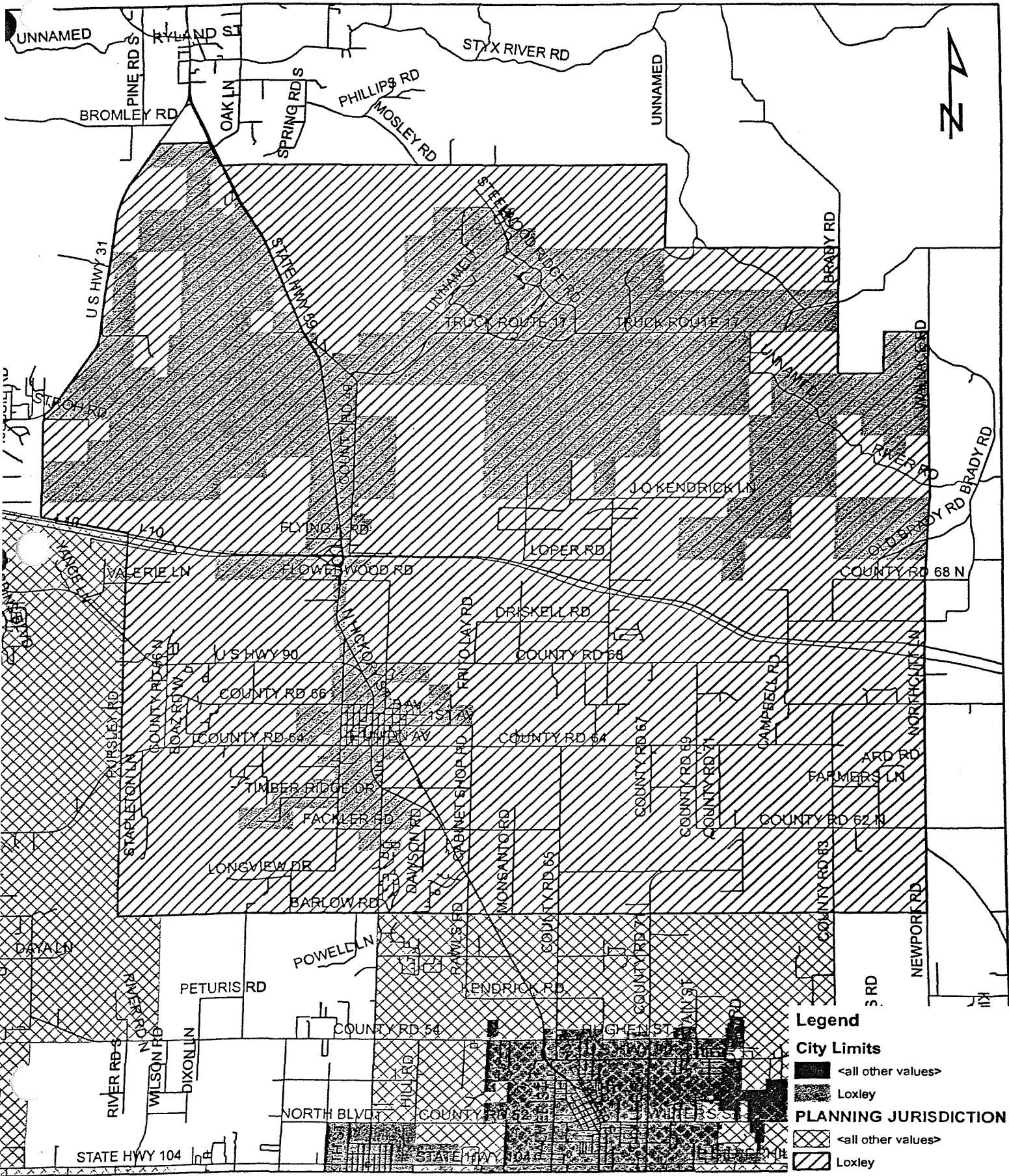
Date September 26, 1988

AMENDED AGREEMENT
BETWEEN THE BALDWIN COUNTY COMMISSION AND
THE TOWN OF LOXLEY
REGARDING RESPECTIVE PLANNING JURISDICTIONS

EXHIBIT "B"

Begin at the SE corner of Sec 22, T-5-S, R-4-E; Run Thence west to the SW corner of Section 20, T-5-S, R-3-E; Run thence north to a point where the west line of Section 32, T-4-S, R-3-E intersects the north right-of-way line of Interstate 10; Run thence in a northwestwardly direction along the north right-of-way line of Interstate 10 to a point where the north right-of-way line of Interstate 10 intersects the west line of Section 31, T-4-S, R-3-E; Run thence north to a point where the west property line of Section 19, T-4-S, R-3-E intersects the south right-of-way line of U.S. Highway 31; Run thence in a northeastwardly direction along the southeast right-of-way line of said U.S. Highway 31 to a point where the southeast right-of-way line of U.S. Highway 31 intersects the south line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5, T-4-S, R-3-E; continue thence along the southeast right-of-way line of U.S. Highway 31 to the NW corner of parcel number 05-33-03-05-0-000-003.000; Run thence east along the north line of said parcel to the west right-of-way line of State Highway 59; Run thence in a southeastwardly direction along the west right-of-way line of State Highway 59 to a point where the west right-of-way line of State Highway 59 intersects the North line of Section 8, T-4-S, R-3-E; Run thence east to the NE corner of Section 7, T-4-S, R-4-E; Run thence south to the SE corner of Section 7, T-4-S, R-4-E; Run thence east to the NE corner of Section 16, T-4-S, R-4-E; Run thence south to the NE corner of the SE $\frac{1}{4}$ of Section 22, T-4-S, R-4-E; Run thence east to the NE corner of the SW $\frac{1}{4}$ of Section 22, T-4-S, R-4-E; Run thence north to the NW corner of the NE $\frac{1}{4}$ of Section 22, T-4-S, R-4-E; Run thence south along the section lines to the SE corner of Section 22, T-5-S, R-4-E and THE POINT OF BEGINNING.

AMENDED AGREEMENT
 BETWEEN THE BALDWIN COUNTY COMMISSION AND
 THE TOWN OF LOXLEY
 REGARDING RESPECTIVE PLANNING JURISDICTIONS



equals 8,000 feet

oooooooooooo000000000000oooooooooooo

**BALDWIN COUNTY COMMISSION
MINUTES
DECEMBER 4, 2007
BALDWIN COUNTY ADMINISTRATION BUILDING
BAY MINETTE, ALABAMA**

Members present were David E. Bishop, Wayne A. Gruenloh, and Frank Burt, Jr., Chairman. Also present were Michael L. Thompson, County Administrator and J. Scott Barnett, Chief Counsel. Commissioner Charles F. Gruber was absent. The Chairman called the meeting to order at 8:30 A.M. and after the invocation given by Reverend Forrest Weekley of Stapleton United Methodist Church in Stapleton, Alabama, and the Pledge of Allegiance led by Commissioner Bishop, the Commission transacted the following business to-wit:

(A) - ADOPTION OF MINUTES

MOTION BY COMMISSIONER BISHOP, SECONDED BY COMMISSIONER GRUENLOH TO ADOPT THE MINUTES OF THE NOVEMBER 16 AND 20, 2007 BALDWIN COUNTY COMMISSION MEETING. UNANIMOUS.

(B1) – SHERIFF HUEY HOSS MACK

Sheriff Mack appeared before the Commission and introduced Deputy Matt Huntaday, who is filling in for Deputy January and providing security for the Commission meeting today. Deputy Huntaday served in the United States Navy prior to coming to work with the Sheriff's Office. Sheriff Mack thanked Assistant County Administrator David Brewer for his assistance on the Public Service Announcement to the citizens of Baldwin County regarding safety concerns and tips throughout the Christmas season. Sheriff Mack appreciates the cooperation from the County Commission in putting this together.

Sheriff Mack presented funds to the Commission from the inmate accounts, reimbursement from the State of Alabama for housing State prisoners, and from the United States Department of Justice for the housing of the Federal prisoners. The check is for a little less than \$80,000.00. The recycling program that the Sheriff's Department started several months ago, has really taken off. The Baldwin County Sheriff's Corrections Center is submitting approximately 5 tons of recyclables a month, which will net approximately \$6,000.00 to \$8,000.00 a year, which about a year ago, was totally unrealized income. The money coming in is put back into the operation of County government. Sheriff Mack is pleased to present the checks to the Commission this morning.

Chairman Burt thanked Sheriff Mack and said the savings is not only in the cash the Sheriff is bringing, but it is also in landfill space.

**(B2) – HIGHWAY DEPARTMENT YEAR END
STRATEGIC PLAN PRESENTATION**

County Engineer, Cal Markert, P.E., appeared before the Commission and gave the following presentation, which is an overview of Highway Department Strategic Plan Objectives and results for Fiscal Year 2006-2007.

***“OVERVIEW OF HIGHWAY DEPARTMENT STRATEGIC PLAN
OBJECTIVES AND RESULTS FOR FISCAL YEAR 2006-2007”
CAN BE FOUND
AT THE END OF THIS MEETING***

"Click here to go there!"

**(FB1) – AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION
AND THE CITY OF SPANISH FORT REGARDING SUBDIVISION AUTHORITY
INSIDE EXTRATERRITORIAL PLANNING JURISDICTION**

AND

**(FB2) – AMENDED AGREEMENT BETWEEN THE BALDWIN COUNTY
COMMISSION AND THE CITY OF DAPHNE REGARDING SUBDIVISION
AUTHORITY INSIDE EXTRATERRITORIAL PLANNING JURISDICTION**

AND

**(FB3) - AMENDED AGREEMENT BETWEEN THE BALDWIN COUNTY
COMMISSION AND THE TOWN OF LOXLEY REGARDING SUBDIVISION
AUTHORITY INSIDE EXTRATERRITORIAL PLANNING JURISDICTION**

Greg Smith, Permit Engineer appeared before the Commission and said the City of Spanish Fort is requesting that the Baldwin County Commission enter into an agreement with them concerning subdivision authority inside their Extraterritorial Planning Jurisdiction so that they may manage growth in the areas adjacent to their city. This agreement is similar to agreements the Commission has with other cities in Baldwin County. This will require advertising in a newspaper for two weeks after this meeting before the agreement goes into effect.

Chairman Burt asked if it would be appropriate for the Commission to vote on all the agreements (Spanish Fort, Daphne, and Loxley) at the same time?

Mr. Smith said certainly, but the advertisements will dictate when they become effective. The Commission can coordinate to advertise all three advertisements at the same time.

Scott Barnett, Chief Legal Counsel confirmed that would be appropriate.

Mr. Smith said on June 4, 1991, the Baldwin County Commission and the City of Daphne entered into an agreement concerning the Extraterritorial Planning Jurisdiction. On November 20, 2007, the Commission tabled the approval of the amended agreement between the Baldwin County Commission and the City of Daphne concerning the City's Extraterritorial Planning Jurisdiction, until the December 4, 2007 Baldwin County Commission meeting, with the effective date for the agreement to be December 5, 2007. The City of Daphne would like to amend the agreement made in June of 1991 to include areas that have changed throughout the ensuing years. The original agreement requires mutual consent by the City of Daphne and the Baldwin County Commission to make these amendments. Section 6 of the agreement prescribes when the agreement becomes effective. This is accordance with the Code of Alabama.

On June 5, 1991, the Baldwin County Commission and the Town of Loxley entered into an agreement concerning their Extraterritorial Jurisdiction. On November 20, 2007, the Commission tabled the approval of the amended agreement between the Baldwin County Commission and the City of Daphne concerning the City's Extraterritorial Planning Jurisdiction, until the December 4, 2007 Baldwin County Commission meeting, with the effective date for the agreement to be December 5, 2007. The Town of Loxley would like to amend the agreement made in June of 1991 to include areas that have changed throughout the ensuing years. The original agreement requires mutual consent by the Town of Loxley and the Baldwin County Commission to make these amendments. Section 6 of the agreement prescribes when the agreement becomes effective. This is accordance with the Code of Alabama.

MOTION BY COMMISSIONER GRUENLOH, SECONDED BY COMMISSIONER BISHOP TO APPROVE THE FOLLOWING:

1) THE FOLLOWING AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF SPANISH FORT REGARDING SUBDIVISION AUTHORITY INSIDE EXTRATERRITORIAL PLANNING JURISDICTION:

***“AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF SPANISH FORT”
CAN BE FOUND
AT THE END OF THIS MEETING***

"Click here to go there!"

2) THE FOLLOWING AMENDED AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF DAPHNE CONCERNING THE CITY'S SUBDIVISION AUTHORITY INSIDE EXTRATERRITORIAL PLANNING JURISDICTION:

***“AMENDED AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF DAPHNE”
CAN BE FOUND
AT THE END OF THIS MEETING***

"Click here to go there!"

3) THE FOLLOWING AMENDED AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE TOWN OF LOXLEY CONCERNING THE TOWN'S SUBDIVISION AUTHORITY INSIDE EXTRATERRITORIAL PLANNING JURISDICTION:

***“AMENDED AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE TOWN OF LOXLEY”
CAN BE FOUND
AT THE END OF THIS MEETING***

"Click here to go there!"

UNANIMOUS.

**(H1) - REQUEST FOR AN ATTORNEY GENERAL'S OPINION
RELATING TO THE FLOOD PRONE ZONING PLAN**

Wayne Dyess, Planning Director appeared before the Commission and said the request for an Attorney General's opinion is centered on the use of the ¼ - ¼ section geographic approach to implementation of the Flood Zoning Plan as authorized in Title 11, Chapter 19, Section 16 of the Code of Alabama.

As stated previously, staff favors the use of the quarter/quarter sections approach in order to effectively and efficiently carry out the purposes and goals of the statute. The quarter/quarter section approach is a recognized geographic unit in Alabama Law.

Commissioner Bishop asked about a fallback. If the Commission used the FEMA guided flood plain guidelines? Would that not be another request?

Mr. Dyess said it may be. As far as a backup plan, the County needs to be evaluating that also. One of the reasons the staff favors the quarter/quarter section is that staff needs something they can define. Those maps are hard to legally define and staff feels as far as the zoning plan for the territory unity that the Code speaks of, they need to have some

LAW OFFICES OF

BLACKBURN & CONNER, P.C.

DANIEL G. BLACKBURN
DAVID J. CONNER
REBECCA A. GAINES
MARK H. TAUPEKA

110 COURTHOUSE SQUARE
BAY MINETTE, AL 36507
TELEPHONE (251) 937-1750
FAX (251) 937-1785

4824
MT
DAB
JSB
CM
WD
CS

MAILING ADDRESS
POST OFFICE BOX 458
BAY MINETTE, AL 36507

OF COUNSEL:
CYNTHIA J. SHERMAN

July 18, 2008

VIA: HAND DELIVERY

Mr. Frank Burt, Jr., Chairman
Baldwin County Commission
One Courthouse Square
Bay Minette, Alabama 36507

RECEIVED
JUL 18 2008
BY: DAB

*Re: Publication of Legal Notices / Agreement Between the
Baldwin County Commission and the City of Spanish Fort
Concerning the Exercise of Extraterritorial Planning
Jurisdiction Authority Over Subdivisions*

Dear Commissioner Burt:

I am the City Attorney for the City of Spanish Fort, and I am writing this letter on behalf of the City of Spanish Fort regarding the above-referenced matter. It is our understanding that an issue has been raised before the Baldwin County Commission regarding the publication of legal notices in Baldwin County. As you know, the Baldwin County Commission and the City of Spanish Fort, along with several other municipalities, entered into agreements regarding the exercise of extraterritorial planning jurisdiction over the regulation of subdivisions. Based on the agreements, it was the County's responsibility to publish the agreements in accordance with state law, and the parties agreed to share in the cost of publication.

It has come to our attention that the agreement with the City of Spanish Fort was published in the Baldwin Register section of the Mobile Press Register on January 15th and 22nd of this year, and the agreement was not published in any other newspaper. Section 11-24-6 of the Code of Alabama (1989 Repl. Vol.) reads as follows:

Mr. Frank Burt, Jr., Chairman
July 18, 2008
Page 2

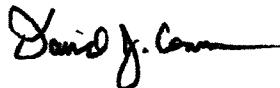
It is the intent of the legislature that all proposed subdivisions be subject to regulation, and counties and municipalities affected by provisions of this chapter shall have authority to reach and publish agreement as to exercise of jurisdictional authority over proposed subdivisions, which agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in the county and affected municipality and such agreement shall thereafter have the force and effect of law.

Section 6-8-60 of the Code of Alabama (2005 Repl. Vol.) sets out the general requirements for newspapers for the purpose of publishing legal notices in the County, and this statute was construed by the Alabama Supreme Court in 1985 in Gulf Coast Media, Inc. vs. Mobile Press Register, Inc., 470 So. 2d 1211 (Ala. 1985).

Based upon our review of the aforementioned statutes, relevant case law and our understanding of the facts, it is our belief that the Baldwin Register section of the Mobile Press Register does not meet the requirements of an authorized newspaper for the purpose of publishing legal notices in Baldwin County, Alabama, at this time. Therefore, on behalf of the City of Spanish Fort, I hereby request that the County republish the aforementioned agreement regarding the exercise of extraterritorial planning jurisdiction in an appropriate newspaper in accordance with state law, and we are of the opinion that Gulf Coast Newspapers is an appropriate newspaper for publication.

If you have any questions or comments, or if I can be of any assistance, please do not hesitate to contact me.

Yours very truly,



DAVID J. CONNER
For the Firm

DJC/srd

xc: Joseph C. Bonner, Mayor

1091982

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
CITY OF SPANISH FORT CONCERNING THE EXERCISE OF
EXTRATERRITORIAL PLANNING JURISIDICITION
AUTHORITY OVER SUBDIVISIONS



Whereas, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the CITY OF SPANISH FORT, hereinafter referred to as “the MUNICIPALITY” desire to enter into an agreement concerning the areas of their respective planning jurisdictions outside the corporate limits of the MUNICIPALITY, with the COMMISSION having the responsibility for the review of subdivisions in the unincorporated areas of the county lying outside the MUNICIPALITY’s extraterritorial planning jurisdiction as more particularly defined herein, and not lying inside the planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located in and all land lying within its said extraterritorial planning jurisdiction; and

WHEREAS, Ala. Code 11-52-30 provides, *inter alia*, that the territorial jurisdiction of any municipal planning commission over the subdivision of land shall include all land located in the municipality and all land lying within five miles of the municipality and not located in any other municipality; and

WHEREAS, Alabama law authorizes the COMMISSION to regulate subdivisions in unincorporated areas of the County, pursuant to Ala. Code 11-24-1, et seq., which provides for the COMMISSION’S authority over subdivisions inside extraterritorial planning jurisdictions of municipalities which did not have an organized and functioning planning commission on or before July 30, 1979; and

WHEREAS, Ala. Code 11-24-6 authorizes counties and municipalities to enter into agreements concerning the exercise of jurisdictional authority over proposed subdivisions situated in a municipality’s extraterritorial planning jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY’S extraterritorial planning jurisdiction shall include all land depicted in Exhibit A and as described in Exhibit B. Said extraterritorial planning jurisdiction may be expanded by the MUNICIPALITY by adoption of a resolution extending the territorial jurisdiction and submission of such resolution to the COMMISSION, which shall concur in such jurisdiction extension to the limit allowed by

current law at its next regular meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within its said extraterritorial planning jurisdiction provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S said extraterritorial planning jurisdiction, then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. In the case of each plat approved by the MUNICIPALITY hereunder in the extraterritorial planning jurisdiction, the MUNICIPALITY shall require the developer to make subdivision application to the county engineer for his approval as provided in Section 11-52-30 of the Code of Alabama prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements whether of the MUNICIPALITY or of the COMMISSION must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S said extraterritorial planning jurisdiction, and not lying inside the extraterritorial planning jurisdiction or corporate limits of any municipality in Baldwin County; provided that where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in item 2 above. The land subject to the provisions of this Agreement shall be automatically reduced upon the annexation of said land or any portion thereof by a municipality.

5. Any provision of this Agreement to the contrary notwithstanding, in the case of any subdivision that has received preliminary plat approval from the Baldwin County Planning Commission prior to the date of this Agreement, the same shall continue to be solely under the jurisdiction of the Baldwin County Planning Commission as long as the preliminary plat remains effective or until the final plat is recorded for that particular development, unless the property is annexed by the MUNICIPALITY.

6. A copy of this Agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPALITY for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.

7. This Agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Agreement shall have the force and effect of law.

8. It is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor and resolution of the MUNICIPALITY and the COMMISSION by duly adopted resolution.

Adopted, this the 19th day of December, 2007.

FOR: THE BALDWIN COUNTY COMMISSION

BY Frank Burt, Esq
Chairman

12/4/2007
DATE

BY Michael L. Prayon
Attest

SEAL

FOR: THE CITY OF SPANISH FORT

BY Joseph C. Bonner
JOSEPH C. BONNER
Mayor

12-19-07
DATE

BY Mary Lynn Williams
MARY LYNN WILLIAMS, MMC
City Clerk
Attest

SEAL

EXHIBIT A

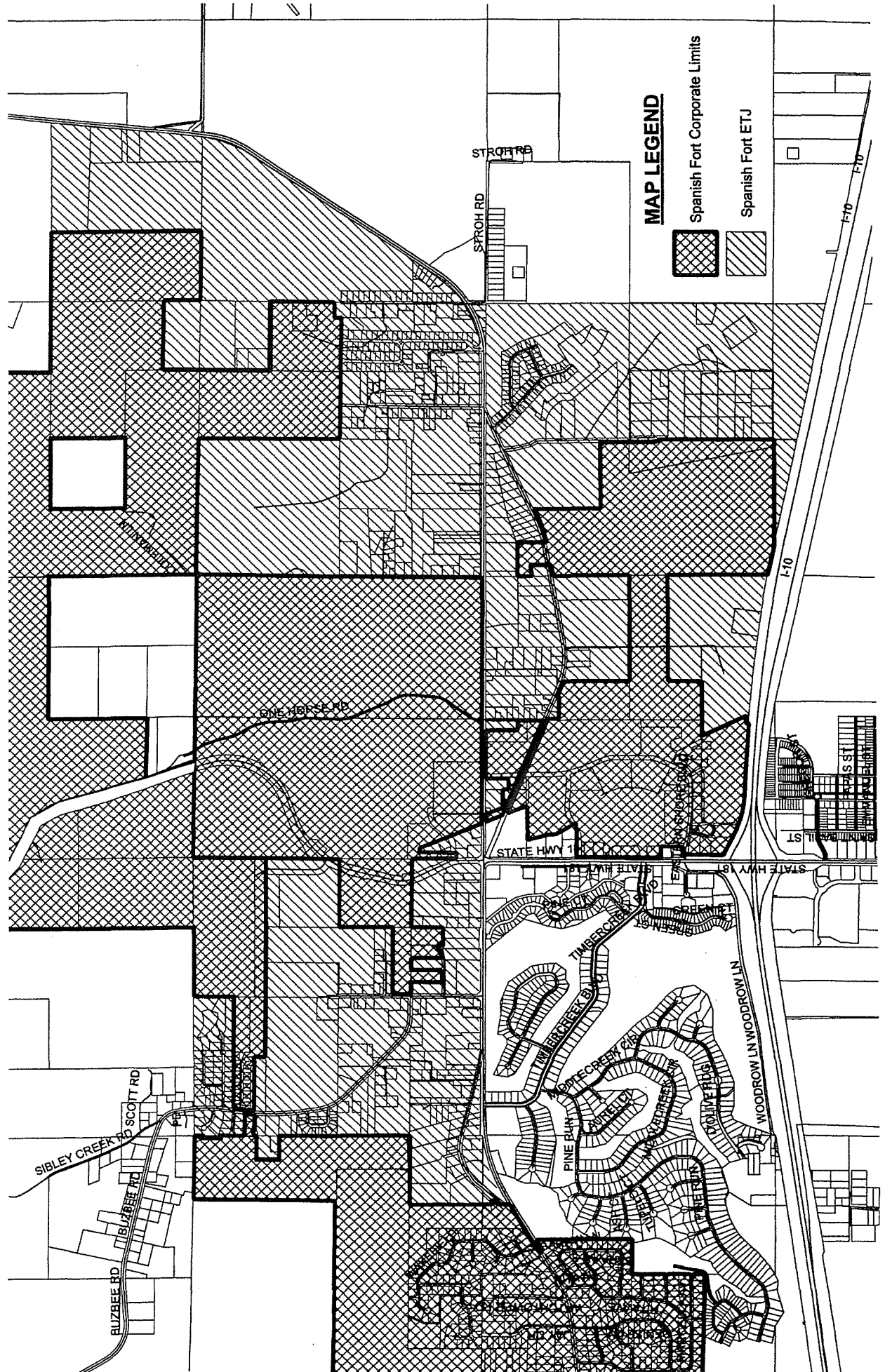


EXHIBIT B

All of Section 26, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality or within the extraterritorial jurisdiction of the City of Daphne as recognized by that Amended Agreement between the Baldwin County Commission and the City of Daphne, dated December 17, 2007.

All of Section 25, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality.

All of Section 24, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of the Southwest Quarter of the Southwest Quarter of Section 23, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of Section 22, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

The Southeast Quarter of the Southeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

That portion of the East Half of the Northeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

The portion of the North Half of the Northeast Quarter of Section 28, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of US Highway 31 and not located within the corporate limits of any municipality.

All of Section 19, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying west of US Highway 31 and not located within the corporate limits of any municipality.

The South Half of Section 18, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying West of US Highway 31 and not located within the corporate limits of any municipality.

The South Half of the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of Section 36, Township 4 South, Range 2 East, in Baldwin County, Alabama lying North of Interstate 10 and not located within the corporate limits of any municipality.

... knowledge and skills for adult advance... rdia... ie support. To a... l this... ass, individuals must pre- gister, have a current BLS rd and achieve an...)-percent pretest score. ill in EKG interpretation is ghly recommended. The cost is \$125. Infirmiry ealth System employees are arged \$5. The classes are ld at the North Baldwin In- mry second-floor confer- ce room. For more information or to gister, call Debbie Ste- ens at 580-1774. **Sacred Heart Hospital's** nior Spirit program will esent a free seminar on lanagement and Treatment Diabetes" from 9:30 to :30 a.m. today at Our Lady the Gulf Catholic Church, 8 E. 22nd Ave. in Gulf ores. The seminar will be pre- nted by Dr. L. Enrico Esla- , a board-certified internal edicine physician with Sa- ed Heart Medical Group. ie seminar will cover the ns and symptoms of diabe- s, as well as prevention and atment options. To register, call (850) 6-1620 or 1-877-416-1620. **North Baldwin Infirmiry** ll offer an educational minar on "The Skinny on ight Loss" from noon to 1 n. Thursday, presented by l dietitian JoAnna Cupp. register for this class, call 0-1715. Local businesses e encouraged to become olved. For more informa- n on participating in the ale Back Alabama cam- ign, call the NBI Wellness nter at 937-9099. **Dr. Ken Haynie**, an exer- e physiologist and training ordinator with Thomas alth and Fitness, will pre- at "From Fad to Fab: Fad et Myths" at noon Thurs- y where he will discuss the or fad diets and explain w to create a healthy eat- plan that includes the ht amount, types, quality d quantity of food. The esentation will be at Thom- Hospital Wellness Center. Participants can bring a ich or pre-order through

quested by noon Jan. 29. Seating is limited. Call 990-4008 to register. **Ongoing events** **North Baldwin Infirmiry** offers members of its Women's Best program access to free educational programs designed to help women of all ages take a more active and informed role in their health care. To find out how to become a member call NBI public relations at 580-1715 or e-mail charlette.murphy@infirmiryhealth.org. Seating is limited. **Kids Get Fit** classes are being offered by Thomas Health and Fitness from 3:30 to 4:30 p.m. Monday through Thursday. The classes are for children ages 7 to 11 needing weight management assistance. Registration is required. For prices and more information, call Thomas Health and Fitness at 990-1684. **Baldwin County Council on Aging** is conducting SeniorRX/Wellness seminars to educate seniors on choosing a healthy lifestyle, managing chronic illnesses and preventing serious complications. A prescription drug program is also offered, providing free medications to those who qualify. The seminars are being held at senior centers throughout Baldwin County. For more information, or to find a location, call the council at 972-8506. **Thomas Hospital Auxillary** is seeking volunteers for evenings and weekends. Assistance is needed from 4 to 8 p.m., Mondays through Fridays, and throughout the day Saturdays and Sundays. Help is particularly needed in the same-day services surgery waiting area during the evenings. Volunteers work in other areas of the hospital such as the gift shop, information desk, surgical transportation, shuttle, Medical Office Center, medical intensive care unit and surgical intensive care unit. Volunteer opportunities may also be available at Thomas Medical Center in

conducts free health screenings every third Wednesday from 9 to 11 a.m. at the Stockton Town Hall. Screenings include blood pressure, blood sugar and cholesterol checks. Call 580-1715 for more information. **Best Wednesdays, Seniors' Best** blood pressure screenings, are offered from 9 to 10 a.m. the third Wednesdays at the Thomas Hospital Health Resource Center in Fairhope. It's free for Seniors' Best members. For more information, call 990-4008. **Women's Health Support Group Series** meets at 6 p.m. the first Thursday at South Baldwin Regional Medical Center's education department in Foley. The meetings will address various topics affecting women's health. The series is free. Light refreshments will be served. **Lupus Support Group** meets at 10 a.m. the second Saturday at Thomas Medical Center in Daphne. The group provides education, support and assistance to those affected by lupus and other autoimmune diseases. There is no charge. There will be various speakers during the year and time during each meeting to discuss personal issues of living with lupus. Printed materials are available. For more information, call the Lupus Support Network at (800) 458-8211. **North Baldwin Infirmiry Childbirth Education** classes are held from 4 to 6 p.m. Mondays in the North Baldwin Infirmiry Conference Room in Bay Minette. Topics include health pregnancy, labor and delivery, postpartum care and comfort measures for labor, newborn care, CPR and safety and breastfeeding. Classes are free. For more information, call 580-1783. **The Baldwin County Council on Aging** is helping individuals on Medicare review or change their Medicare Part D plans. This is a free service. Call the Council on Aging at 972-8506 to schedule an appointment. Participants will need a copy of their Medicare card, insurance card and a complete list of current medications.

Page 1 of 3
 Planning Jurisdiction of the COMMISSION and the MUNICIPALITY for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.
 7. This Agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code (1-24-6), this Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Agreement shall have the force and effect of law.
 Page 2 of 3
 8. It is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.
 IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor and resolution of the MUNICIPALITY and the COMMISSION by duly adopted resolution:
 Adopted, this the 19th day of December, 2007.
 FOR: THE BALDWIN COUNTY COMMISSION
 By: *Frank Burt* Chairman DATE: 12/17/2007
 Attest: *Richard L. Pappas* SEAL
 FOR: THE CITY OF SPANISH FORT
 By: *Joseph C. Bonner* Mayor DATE: 12-19-07
 Attest: *Mary Ann Williams* City Clerk SEAL
 Page 3 of 3
 Planning Jurisdiction of the COMMISSION and the MUNICIPALITY for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.

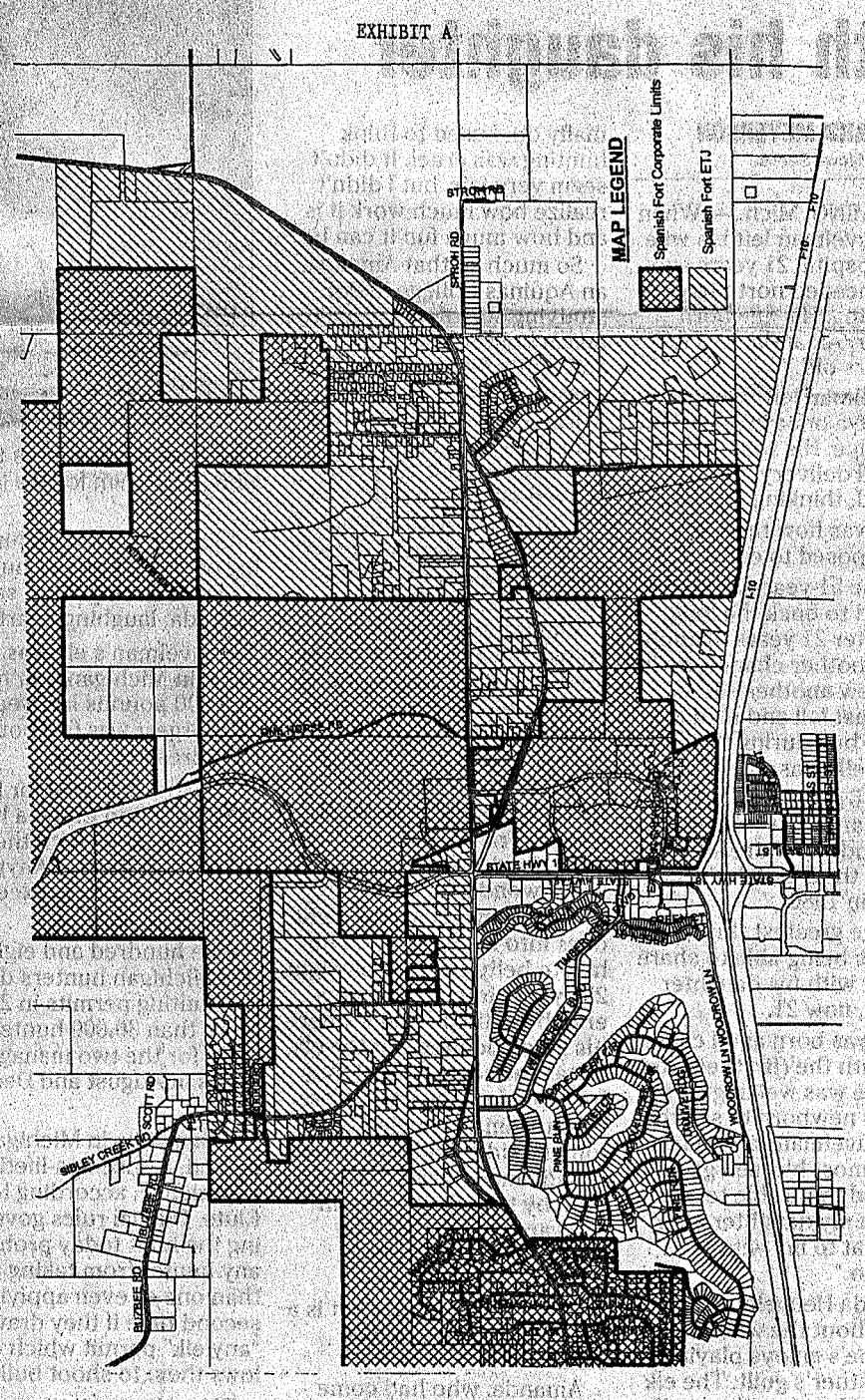


EXHIBIT B
 All of Section 26, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality or within the extraterritorial jurisdiction of the City of Daphne, as recognized by that Amended Agreement between the Baldwin County Commission and the City of Daphne, dated December 17, 2007.
 All of Section 25, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality.
 All of Section 24, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
 All of the Southwest Quarter of the Southwest Quarter of Section 23, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
 All of Section 22, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
 The Southeast Quarter of the Southeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
 That portion of the East Half of the Northeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
 The portion of the North Half of the Northeast Quarter of Section 28, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of US Highway 31 and not located within the corporate limits of any municipality.
 All of Section 19, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying west of US Highway 31 and not located within the corporate limits of any municipality.
 The South Half of Section 18, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying West of US Highway 31 and not located within the corporate limits of any municipality.
 The South Half of the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
 All of Section 16, Township 4 South, Range 2 East, in Baldwin County, Alabama lying North of Interstate 10 and not located within the corporate limits of any municipality.

Delta Explorer tour set Saturday

Admitted by Jo Ann Flint
 The first 2008 walk-on tour the Mobile-Tensaw River ita aboard the Blakeley te Park's Delta Explorer is for 1:30 p.m. Saturday. Tickets are available now. The two-hour tour goes north in the Tensaw, back downstream through several bays and bayous, continues downstream to the Causeway and back to Blakeley Park. A guide describes the Delta and wildlife along the way. Although seating on the 50-passenger pontoon boat is on a first-come, first-served basis, the public can purchase tickets in advance with Visa or MasterCard. Tickets are \$20 for adults, \$10 for children 6 to 12 and free for children 4 to 6. For more information on walk-ons and charter tours, call 626-0798 or visit www.blakeleypark.com. Blakeley Park is on Alabama 225 about 4.5 miles north of its intersection with U.S. 31 at Spanish Fort. The Delta Explorer is licensed by the U.S. Coast Guard as its captain. The covered boat includes a restroom and fixed, bench seating. Visitors may want to bring binoculars and a light windbreaker depending on the weather.

America's Finest Sheds

Gazebos
 Custom Sheds
 Metal Buildings & Carports
 1 & 2 Story Cottages
 1 & 2 Car Garages
 Vinyl Siding Available

12x20 SHED
 6 MO. SAME AS CASH OR
 \$99 PER MO. W.A.C. **Financing Available!**

CARPORTS
 AS LOW AS \$495
 CUSTOM BUILD ON YOUR SITE

BUILT RIGHT ON YOUR SITE
 A-Frame Barn Roof Hip Roof
 140 MPH Wind Rating

23771 Hwy. 59 • Robertsedale, AL • 251-947-3366 • www.AmericasFinestSheds.com

Neighbors Network

Every Wednesday

To subscribe call
219-5343

BALDWIN REGISTER

Health News



IC Transportation Team members include, from left, Lee "Smoke" Wells, Bob Russell, Kollar, Glen Wishnew, Charlie Fisher, Earl Johnson (cart maintenance); and, not red, Gillian Hughes, Thad Wisneski, Pete Brice, Karl Dombrowski, Herman Doster and Puishis.

Hospital volunteers sought

by Karen Still

The Department of Volunteer Services at Baldwin Regional Medical Center has a need for volunteers who are in charge of transportation in the campus parking lot. Auxiliary golf carts are used to transport patients and guests to and from the distant hospital parking lot. Typically all of the transportation team members are made up of males, but last year the hospital gained Gillian Hughes, its first female driver. There are two transportation shifts open for qualified persons who would like to volunteer to work a four-hour shift once a week on a regular basis. Volunteer Orientation classes for this

year are scheduled for March, May, July, September, and November. Those interested may call 949-3563 for an application or drop by to pick one up in the DVS office located in the front lobby of the hospital. Volunteers are also needed at the information desk. Volunteers would be needed to work a 4-hour shift once a week on a regular basis, call 949-3563 for an application or drop by to pick one up in the DVS office located in the front lobby of the hospital. Volunteers will be trained to give directions throughout the hospital, prepare an information form, and other light duties. The next Volunteer Orientation class will be held from 8:30 to 11:30 a.m. April 9 in the hospital education department.

HealthDigest

For more news about health-related events and programs, send your information to: Health Digest, 208 E. Second Street, Suite 2, Bay Minette, AL

Joining a Lunch and Learn program, set for noon to 1 p.m. Jan. 30 at the Wellness Center. Dr. Rodney P. Rocconi will discuss "The Benefits of the da Vinci Robot for Gynecological Cancer Surgeries." Rocconi is a gynecologic oncologist and assistant professor from USA Mitchell Cancer Center. This community seminar is free. Lunch will be served during this seminar; therefore reservations are requested by noon Jan. 29. Seating is limited. Call 990-4008 to register.

SeniorRX/Wellness seminars to educate seniors on choosing a healthy lifestyle, manage chronic illnesses and prevent serious complications. A prescription drug program is also offered, providing free medications to those who qualify. The seminars are being held at senior centers throughout Baldwin County. For more information, or to find a location, call the council at 972-8506.

Thomas Hospital Auxiliary is seeking volunteers for evenings and weekends. Assistance is needed from 4 to 8 p.m., Mondays through Fridays, and throughout the day Saturdays and Sundays. Help is particularly needed in the same-day services surgery waiting area during the evenings. Volunteers work in other areas of the hospital such as the gift shop, information desk, surgical transportation, shuttle, Medical Office Center, medical intensive care unit and surgical intensive care unit.

Volunteer opportunities may also be available at Thomas Medical Center in Daphne. The auxiliary also needs volunteers to work in the emergency department, a new service area in the hospital. For more information, call the Thomas Hospital Auxiliary office at 990-1686.

A support group for families dealing with Alzheimer's and other dementias meets

Ongoing events

North Baldwin Infirmary offers members of its Women's Best program access to free educational programs designed to help women of all ages take a more active and informed role in their health care. To find out how to become a member call NBI public relations at 580-1715 or e-mail charlette.murphy@infirmaryhealth.org. Seating is limited.

Kids Get Fit classes are being offered by Thomas Health and Fitness from 3:30 to 4:30 p.m. Monday through Thursday. The classes are for children ages 7 to 11 needing weight management assistance. Registration is required. For prices and more information, call Thomas Health and Fitness at 990-1684.

Baldwin County Council on Aging is conducting

Please see Health Page 9

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF SPANISH FORT CONCERNING THE EXERCISE OF EXTRATERRITORIAL PLANNING JURISDICTION AUTHORITY OVER SUBDIVISIONS

Whereas, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION", and the CITY OF SPANISH FORT, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions outside the corporate limits of the MUNICIPALITY, with the COMMISSION having the responsibility for the review of subdivisions in the unincorporated areas of the county lying outside the MUNICIPALITY's extraterritorial planning jurisdiction as more particularly defined herein, and not lying inside the planning jurisdiction of any other municipality in Baldwin County and the MUNICIPALITY having particular responsibility for the review of subdivisions located in and all land lying within its said extraterritorial planning jurisdiction; and

WHEREAS Ala. Code 11-52-30 provides, inter alia, that the territorial jurisdiction of any municipal planning commission over the subdivision of land shall include all land located in the municipality and all land lying within five miles of the municipality and not located in any other municipality; and

WHEREAS Alabama law authorizes the COMMISSION to regulate subdivisions in unincorporated areas of the County pursuant to Ala. Code 11-24-1 et seq., which provides for the COMMISSION'S authority over subdivisions inside extraterritorial planning jurisdictions of municipalities which did not have an organized and functioning planning commission on or before July 30, 1979; and

WHEREAS Ala. Code 11-24-6 authorizes counties and municipalities to enter into agreements concerning the exercise of jurisdictional authority over proposed subdivisions situated in a municipality's extraterritorial jurisdiction;

NOW, THEREFORE, BE IT RESOLVED that the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S extraterritorial planning jurisdiction shall include all land depicted in Exhibit A and as described in Exhibit B. Said extraterritorial planning jurisdiction may be expanded by the MUNICIPALITY by adoption of a resolution extending the territorial jurisdiction and submission of such resolution to the COMMISSION, which shall concur in such jurisdiction extension to the limit allowed by

current law at its next regular meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within its said extraterritorial planning jurisdiction provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S said extraterritorial planning jurisdiction, then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. In the case of each plat approved by the MUNICIPALITY hereunder in the extraterritorial planning jurisdiction, the MUNICIPALITY shall require the developer to make subdivision application to the county engineer for his approval as provided in Section 11-52-30 of the Code of Alabama prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements whether of the MUNICIPALITY or of the COMMISSION must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S said extraterritorial planning jurisdiction, and not lying inside the extraterritorial planning jurisdiction or corporate limits of any municipality in Baldwin County; provided that where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in item 2 above. The land subject to the provisions of this Agreement shall be automatically reduced upon the annexation of said land or any portion thereof by a municipality.

5. Any provision of this Agreement to the contrary notwithstanding, in the case of any subdivision that has received preliminary plat approval from the Baldwin County Planning Commission prior to the date of this Agreement, the same shall continue to be solely under the jurisdiction of the Baldwin County Planning Commission as long as the preliminary plat remains effective or until the final plat is recorded for that particular development unless the property is annexed by the MUNICIPALITY.

6. A copy of this Agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPALITY for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.

7. This Agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Agreement shall have the force and effect of law.

8. It is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY, whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor and resolution of the MUNICIPALITY and the COMMISSION by duly adopted resolution.

Adopted, this 19th day of December, 2007.

FOR: THE BALDWIN COUNTY COMMISSION

BY: [Signature] Chairman DATE: 12/14/2007

FOR: THE CITY OF SPANISH FORT

BY: [Signature] Mayor DATE: 12-19-07

BY: [Signature] City Clerk

EXHIBIT A

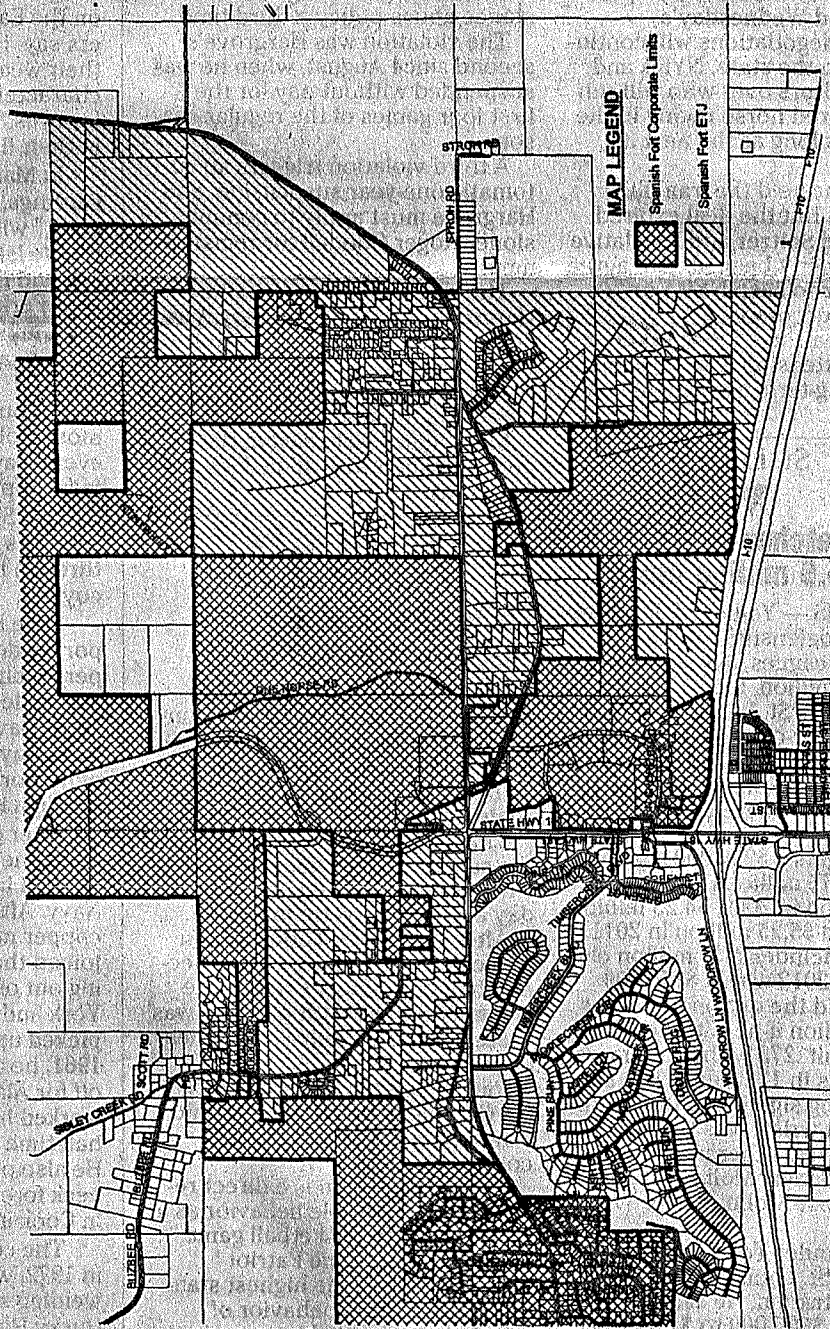


EXHIBIT B

WHY PAY MORE? WHY PAY MORE? MATTRESS CLOSE-OUTS and Factory Seconds

Hospital volunteers sought

by Karen Still

Department of Volunteer Services at Baldwin Regional Medical Center has a number of volunteers who are in charge of transportation in the campus parking lot. A utility golf cart is used to transport patients and guests to and from the distant hospital parking lot. Currently all of the transportation team is made up of males, but last year the team gained Gillian Hughes, its first female. There are two Transportation Shifts open for qualified persons who wish to volunteer to work a four-hour shift on a regular basis. Volunteer Orientation classes for this

year are scheduled for March, May, July, September, and November. Those interested may call 949-3563 for an application or drop by to pick one up in the DVS office located in the front lobby of the hospital.

Volunteers are also needed at the information desk. Volunteers would be needed to work a 4-hour shift once a week on a regular basis, call 949-3563 for an application or drop by to pick one up in the DVS office located in the front lobby of the hospital.

Volunteers will be trained to give directions throughout the hospital, prepare an information form, and other light duties. The next Volunteer Orientation class will be held from 8:30 to 11:30 a.m. April 9 in the hospital education department.

HealthDigest

For more news about health-related programs, send your information to: HealthDigest, 208 E. Second Street, Bay Minette, AL

For more information via e-mail: info@press-register.com. Your name and phone should be included. No authorization. Signature appears each week in the Baldwin HealthDigest. Deadline for each listing is noon Friday of the Tuesday publication.

ing a Lunch and Learn program, set for noon to 1 p.m. Jan. 30 at the Wellness Center. Dr. Rodney P. Rocconi will discuss "The Benefits of the da Vinci Robot for Gynecological Cancer Surgeries." Rocconi is a gynecologic oncologist and assistant professor from USA Mitchell Cancer Center.

This community seminar is free. Lunch will be served during this seminar; therefore reservations are requested by noon Jan. 29. Seating is limited. Call 990-4008 to register.

SeniorRX/Wellness seminars to educate seniors on choosing a healthy lifestyle, managing chronic illnesses and prevent serious complications. A prescription drug program is also offered, providing free medications to those who qualify.

The seminars are being held at senior centers throughout Baldwin County. For more information, or to find a location, call the council at 972-8506.

Thomas Hospital Auxiliary is seeking volunteers for evenings and weekends. Assistance is needed from 4 to 8 p.m., Mondays through Fridays, and throughout the day Saturdays and Sundays. Help is particularly needed in the same-day services surgery waiting area during the evenings. Volunteers work in other areas of the hospital such as the gift shop, information desk, surgical transportation, shuttle, Medical Office Center, medical intensive care unit and surgical intensive care unit.

Volunteer opportunities may also be available at Thomas Medical Center in Daphne. The auxiliary also needs volunteers to work in the emergency department, a new service area in the hospital. For more information, call the Thomas Hospital Auxiliary office at 990-1686.

A support group for families dealing with Alzheimer's and other dementias meets

ing events

Baldwin Infirmary CLS classes. The class is designed for health care professionals to update knowledge and gain adult advanced life support. To attend class, individuals must e-register, have a current CPR card and achieve an excellent pretest score. EKG interpretation is recommended. Cost is \$125. Infirmary System employees are \$55. The classes are the North Baldwin In-second-floor conference room.

For more information or to register, call Debbie Steinhilber at 580-1774.

Thomas Hospital Women and Seniors' Best program offers women an opportunity to earn more about the new Surgical Robot during

Ongoing events

North Baldwin Infirmary offers members of its Women's Best program access to free educational programs designed to help women of all ages take a more active and informed role in their health care. To find out how to become a member call NBI public relations at 580-1715 or e-mail charlette.murphy@infirmaryhealth.org. Seating is limited.

Kids Get Fit classes are being offered by Thomas Health and Fitness from 3:30 to 4:30 p.m. Monday through Thursday. The classes are for children ages 7 to 11 needing weight management assistance. Registration is required. For prices and more information, call Thomas Health and Fitness at 990-1684.

Baldwin County Council on Aging is conducting

Please see *Health* Page 9

planning jurisdiction of the COMMISSION and the MUNICIPALITY for the exercise of subdivision development control shall be filed with the Secretary of State of Baldwin County.

This Agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Agreement shall have the force and effect of law.

It is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor and resolution of the MUNICIPALITY and the COMMISSION by duly adopted resolution.

Adopted, this the 19th day of December, 2007

FOR: THE BALDWIN COUNTY COMMISSION
BY: *Mark Burt* Chairman DATE: 12/17/2007

BY: *Walter T. Thompson* Attest SEAL

FOR: THE CITY OF SPANISH FORT
BY: *Joseph C. Bonner* Mayor DATE: 12-19-07

BY: *Mary Lynn Williams MMC* City Clerk SEAL

EXHIBIT A

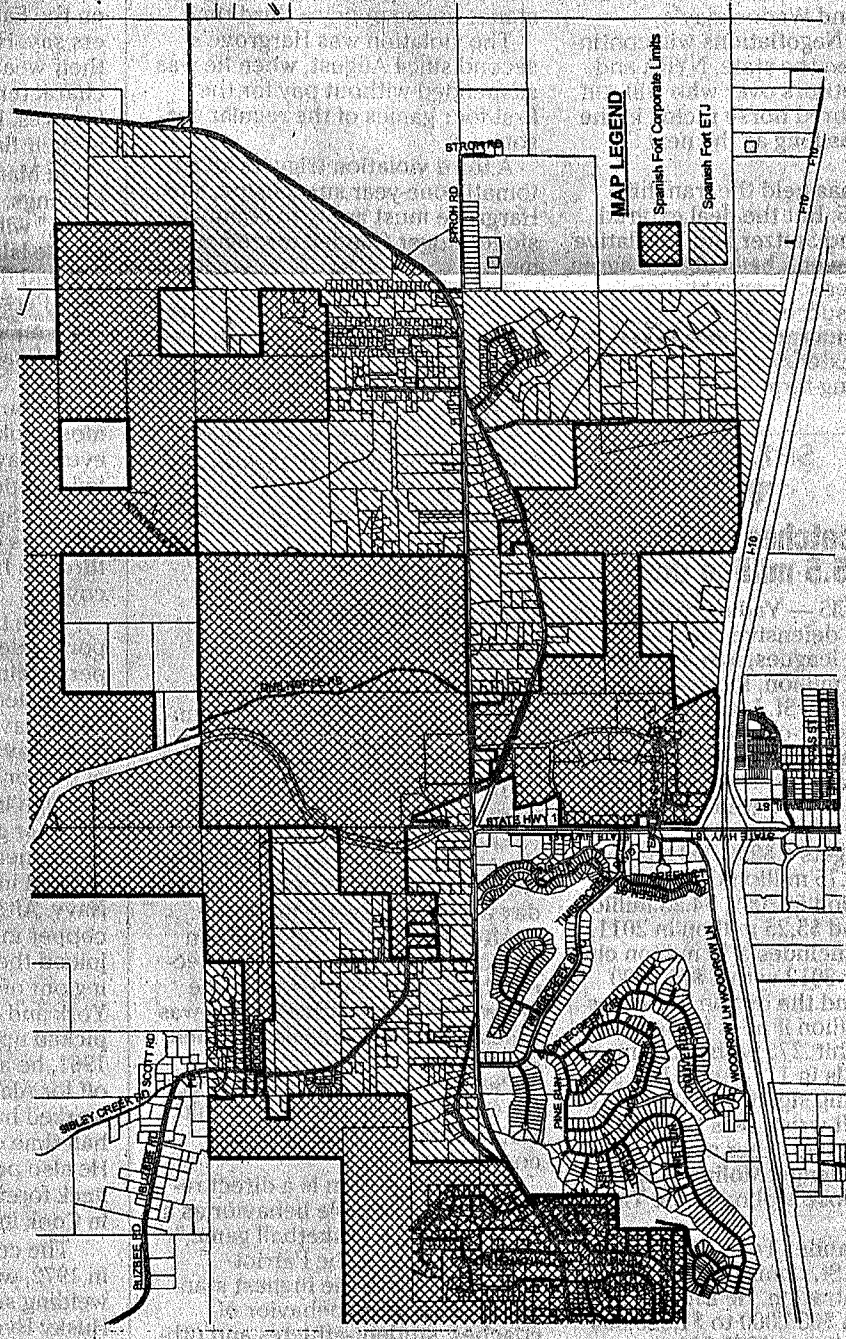


EXHIBIT B

- All of Section 26, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality or within the extraterritorial jurisdiction of the City of Daphne as recognized by that Amended Agreement between the Baldwin County Commission and the City of Daphne, dated December 17, 2007.
- All of Section 25, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality.
- All of Section 24, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
- All of the Southwest Quarter of the Southwest Quarter of Section 23, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
- All of Section 22, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
- The Southeast Quarter of the Southeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
- That portion of the East Half of the Northeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
- The portion of the North Half of the Northeast Quarter of Section 28, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of US Highway 31 and not located within the corporate limits of any municipality.
- All of Section 19, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying west of US Highway 31 and not located within the corporate limits of any municipality.
- The South Half of Section 18, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying West of US Highway 31 and not located within the corporate limits of any municipality.
- The South Half of the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.
- All of Section 36, Township 4 South, Range 2 East, in Baldwin County, Alabama lying North of Interstate 10 and not located within the corporate limits of any municipality.

WHY PAY MORE? WHY PAY MORE?

MATTRESS CLOSE-OUTS

and Factory Seconds

Twin Sets.....	\$99
Full Pillow Top Sets.....	\$179
Queen Pillow Top Sets.....	\$199
King Pillow Top Sets.....	\$299

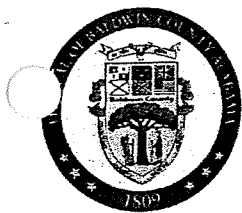
prices starting at

★ Famous Name Brands ★

Located in Downtown Foley in the Hollis Building
212 So. McKenzie St.
251-948-BEDS (2337) Open Mon-Sat 10-5

WHY PAY MORE? WHY PAY MORE?

MATTRESS CLOSEOUTS • MATTRESS CLOSEOUTS



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, AL 36507
(251) 580-2564
FAX (251) 580-2500
www.co.baldwin.al.us
December 19, 2007

LORI G. RUFFIN
Records Manager

The Honorable Jo Bonner
Mayor
City of Spanish Fort
Post Office Box 7226
Spanish Fort, Alabama 36527

**RE: Agreement between the Baldwin County Commission and the City of Spanish Fort,
Regarding Subdivision Authority inside Extraterritorial Planning Jurisdiction**

Dear Mayor Bonner:

Enclosed is a **fully executed copy** of the *Agreement between the Baldwin County Commission and the City of Spanish Fort, Regarding Subdivision Authority inside Extraterritorial Planning Jurisdiction*, approved during the December 4, 2007 Baldwin County Commission meeting.

Greg Smith, Permit Engineer, and the Baldwin County Highway Department will have the **original Agreement** recorded and will forward a recorded copy to you and to this office for our file.

If you have any questions or need further assistance, please contact Greg Smith, Permit Engineer, at (251) 972-8534.

Sincerely,

LORI G. RUFFIN, Records Manager
Baldwin County Commission

LGR/met Item FB1

cc: Greg Smith (Original Agreement)
J. Scott Barnett (Letter Only)
Cal Markert (Letter Only)

ENCLOSURE

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
CITY OF SPANISH FORT CONCERNING THE EXERCISE OF
EXTRATERRITORIAL PLANNING JURISIDICITION
AUTHORITY OVER SUBDIVISIONS

Whereas, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION", and the CITY OF SPANISH FORT, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions outside the corporate limits of the MUNICIPALITY, with the COMMISSION having the responsibility for the review of subdivisions in the unincorporated areas of the county lying outside the MUNICIPALITY's extraterritorial planning jurisdiction as more particularly defined herein, and not lying inside the planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located in and all land lying within its said extraterritorial planning jurisdiction; and

WHEREAS, Ala. Code 11-52-30 provides, *inter alia*, that the territorial jurisdiction of any municipal planning commission over the subdivision of land shall include all land located in the municipality and all land lying within five miles of the municipality and not located in any other municipality; and

WHEREAS, Alabama law authorizes the COMMISSION to regulate subdivisions in unincorporated areas of the County, pursuant to Ala. Code 11-24-1, et seq., which provides for the COMMISSION'S authority over subdivisions inside extraterritorial planning jurisdictions of municipalities which did not have an organized and functioning planning commission on or before July 30, 1979; and

WHEREAS, Ala. Code 11-24-6 authorizes counties and municipalities to enter into agreements concerning the exercise of jurisdictional authority over proposed subdivisions situated in a municipality's extraterritorial planning jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S extraterritorial planning jurisdiction shall include all land depicted in Exhibit A and as described in Exhibit B. Said extraterritorial planning jurisdiction may be expanded by the MUNICIPALITY by adoption of a resolution extending the territorial jurisdiction and submission of such resolution to the COMMISSION, which shall concur in such jurisdiction extension to the limit allowed by

current law at its next regular meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within its said extraterritorial planning jurisdiction provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S said extraterritorial planning jurisdiction, then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. In the case of each plat approved by the MUNICIPALITY hereunder in the extraterritorial planning jurisdiction, the MUNICIPALITY shall require the developer to make subdivision application to the county engineer for his approval as provided in Section 11-52-30 of the Code of Alabama prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements whether of the MUNICIPALITY or of the COMMISSION must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S said extraterritorial planning jurisdiction, and not lying inside the extraterritorial planning jurisdiction or corporate limits of any municipality in Baldwin County; provided that where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in item 2 above. The land subject to the provisions of this Agreement shall be automatically reduced upon the annexation of said land or any portion thereof by a municipality.

5. Any provision of this Agreement to the contrary notwithstanding, in the case of any subdivision that has received preliminary plat approval from the Baldwin County Planning Commission prior to the date of this Agreement, the same shall continue to be solely under the jurisdiction of the Baldwin County Planning Commission as long as the preliminary plat remains effective or until the final plat is recorded for that particular development, unless the property is annexed by the MUNICIPALITY.

6. A copy of this Agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPALITY for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.

7. [This Agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law.] The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Agreement shall have the force and effect of law.

8. It is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor and resolution of the MUNICIPALITY and the COMMISSION by duly adopted resolution.

Adopted, this the 19th day of December, 2007.

FOR: THE BALDWIN COUNTY COMMISSION

BY Frank Burt, Jr. 12/4/2007
Chairman DATE

BY Michael L. Prayner SEAL
Attest

FOR: THE CITY OF SPANISH FORT

BY Joseph C. Bonner 12-19-07
JOSEPH C. BONNER DATE
Mayor

BY Mary Lynn Williams SEAL
MARY LYNN WILLIAMS, MMC
City Clerk
Attest

EXHIBIT A

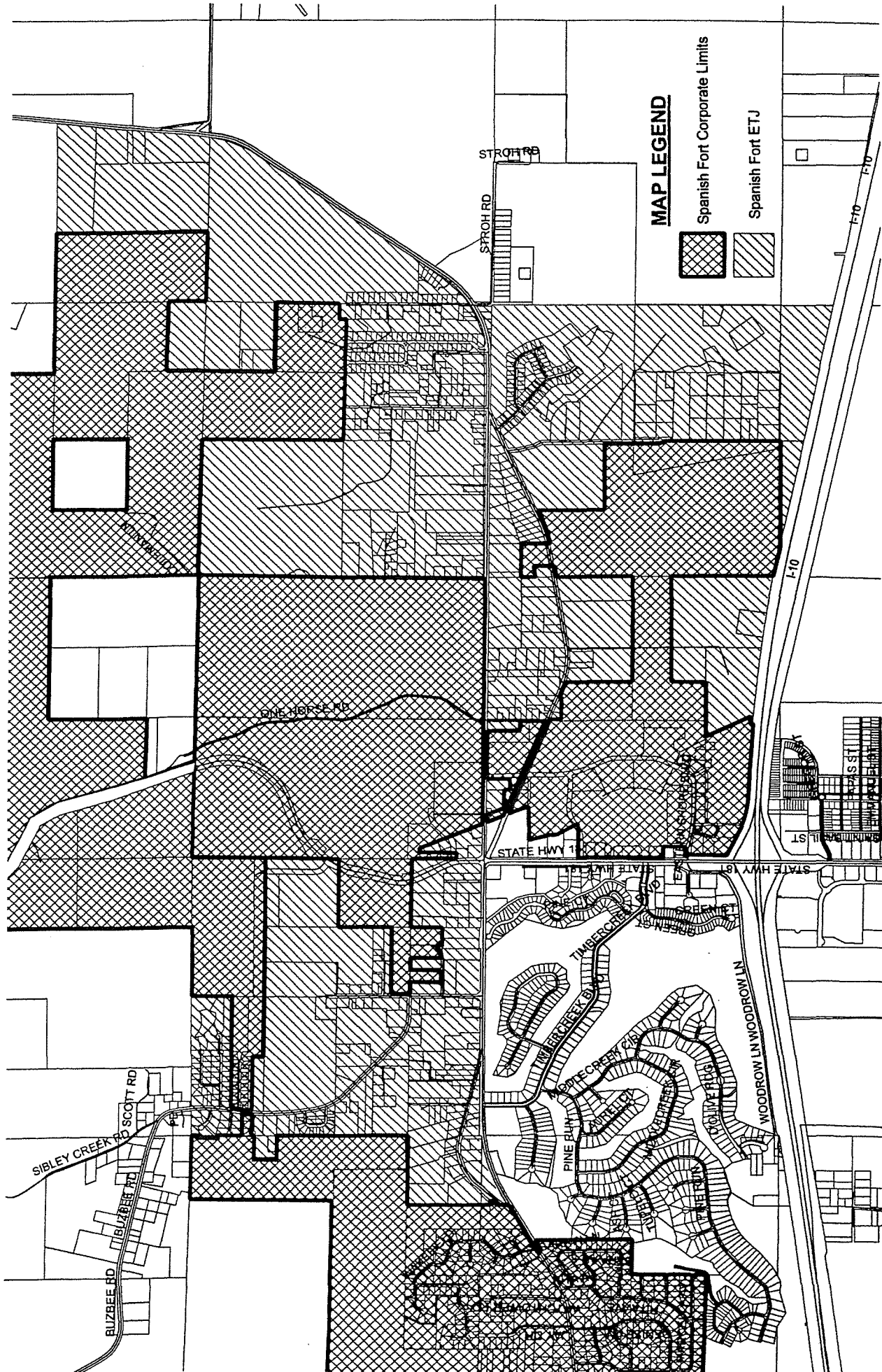


EXHIBIT B

All of Section 26, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality or within the extraterritorial jurisdiction of the City of Daphne as recognized by that Amended Agreement between the Baldwin County Commission and the City of Daphne, dated December 17, 2007.

All of Section 25, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality.

All of Section 24, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of the Southwest Quarter of the Southwest Quarter of Section 23, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of Section 22, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

The Southeast Quarter of the Southeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

That portion of the East Half of the Northeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

The portion of the North Half of the Northeast Quarter of Section 28, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of US Highway 31 and not located within the corporate limits of any municipality.

All of Section 19, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying west of US Highway 31 and not located within the corporate limits of any municipality.

The South Half of Section 18, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying West of US Highway 31 and not located within the corporate limits of any municipality.

The South Half of the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of Section 36, Township 4 South, Range 2 East, in Baldwin County, Alabama lying North of Interstate 10 and not located within the corporate limits of any municipality.

C/M

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

it 2867 Mrs

(Agenda Item Preparation Procedure)

AGENDA ITEM NUMBER: FBI

Work Session Meeting Date: 11/27/2007 Commission Meeting Date: 12/04/2007

TITLE/SUBJECT: Agreement between the Baldwin County Commission and the City of Spanish Fort Regarding Subdivision Authority Inside Extraterritorial Planning Jurisdiction

TO: The Honorable Members of the Baldwin County Commission
THRU: Michael L. Thompson, County Administrator *MLT 11/27/07*
FROM: Gregory B. Smith, PE, Permit Engineer

STAFF RECOMMENDATION: Approve the Agreement Between the Baldwin County Commission and the City of Spanish Fort Regarding Subdivision Authority Inside Extraterritorial Planning Jurisdiction.

PREVIOUS COMMISSION ACTION: yes _____ no Date: _____

BACKGROUND: The City of Spanish Fort is requesting that the Baldwin County Commission enter into an agreement with them concerning subdivision authority inside their Extraterritorial Planning Jurisdiction so that they may manage growth in the areas adjacent to their city. This agreement is similar to agreements the Commission has with other cities in Baldwin County.

FINANCIAL IMPACT: N/A

LEGAL IMPACT: N/A _____

- Are any legal documents required to be executed if this recommendation is approved?
Yes No _____
- Is Legal creating _____ reviewing or revising _____ the documents? If not, why? _____
- Are the documents attached to this recommendation? Yes No _____
- Department Notes: _____

Approved as to form only: _____ / _____

Counsel

Date

Legal Notes: _____


Counsel

11/27/07
Date

CONSISTENCY WITH B.C. STRATEGIC PLAN – 2006-2016: N/A _____

(2006-2016 – B.C. Strategic Plan)

1. Is the recommendation consistent with goals set forth in the Strategic Plan?

yes no _____

If yes, what is the strategic objective and how does the recommendation address this goal? Pg. 64 "maintain and enhance regional partnership with municipalities and adjoining counties to address growth and related issues".

POLICY IMPACT: N/A

PERSONNEL IMPACT: N/A

IMPLEMENTATION:

1. Department and individual responsible for follow up activities on recommendation: Commission Secretary/Permit Division

2. Specific action/actions required as follow up: Commission Secretary to have Chairman sign agreement and then send to Highway Permit Division. Highway Permit Division to coordinate with municipalities to have agreement signed, advertised and then recorded in Probate Office.

ALTERNATIVES:

1. As Directed

ATTACHMENTS: *Agreement Between The Baldwin County Commission and the City of Spanish Fort Regarding Subdivision Authority Inside Extraterritorial Planning Jurisdiction*
Exhibit A *to Agreement*
Exhibit B *Map to Agreement*
Legal Description

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
CITY OF SPANISH FORT CONCERNING THE EXERCISE OF
EXTRATERRITORIAL PLANNING JURISIDICIION
AUTHORITY OVER SUBDIVISIONS

Whereas, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION", and the CITY OF SPANISH FORT, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions outside the corporate limits of the MUNICIPALITY, with the COMMISSION having the responsibility for the review of subdivisions in the unincorporated areas of the county lying outside the MUNICIPALITY's extraterritorial planning jurisdiction as more particularly defined herein, and not lying inside the planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located in and all land lying within its said extraterritorial planning jurisdiction; and

WHEREAS, Ala. Code 11-52-30 provides, *inter alia*, that the territorial jurisdiction of any municipal planning commission over the subdivision of land shall include all land located in the municipality and all land lying within five miles of the municipality and not located in any other municipality; and

WHEREAS, Alabama law authorizes the COMMISSION to regulate subdivisions in unincorporated areas of the County, pursuant to Ala. Code 11-24-1, et seq., which provides for the COMMISSION'S authority over subdivisions inside extraterritorial planning jurisdictions of municipalities which did not have an organized and functioning planning commission on or before July 30, 1979; and

WHEREAS, Ala. Code 11-24-6 authorizes counties and municipalities to enter into agreements concerning the exercise of jurisdictional authority over proposed subdivisions situated in a municipality's extraterritorial planning jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S extraterritorial planning jurisdiction shall include all land depicted in Exhibit A and as described in Exhibit B. Said extraterritorial planning jurisdiction may be expanded by the MUNICIPALITY by adoption of a resolution extending the territorial jurisdiction and submission of such resolution to the COMMISSION, which shall concur in such jurisdiction extension to the limit allowed by

current law at its next regular meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within its said extraterritorial planning jurisdiction provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S said extraterritorial planning jurisdiction, then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. In the case of each plat approved by the MUNICIPALITY hereunder in the extraterritorial planning jurisdiction, the MUNICIPALITY shall require the developer to make subdivision application to the county engineer for his approval as provided in Section 11-52-30 of the Code of Alabama prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements whether of the MUNICIPALITY or of the COMMISSION must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S said extraterritorial planning jurisdiction, and not lying inside the extraterritorial planning jurisdiction or corporate limits of any municipality in Baldwin County; provided that where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in item 2 above. The land subject to the provisions of this Agreement shall be automatically reduced upon the annexation of said land or any portion thereof by a municipality.

5. Any provision of this Agreement to the contrary notwithstanding, in the case of any subdivision that has received preliminary plat approval from the Baldwin County Planning Commission prior to the date of this Agreement, the same shall continue to be solely under the jurisdiction of the Baldwin County Planning Commission as long as the preliminary plat remains effective or until the final plat is recorded for that particular development, unless the property is annexed by the MUNICIPALITY.

6. A copy of this Agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPALITY for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.

7. This Agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Agreement shall have the force and effect of law.

8. It is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor and resolution of the MUNICIPALITY and the COMMISSION by duly adopted resolution.

Adopted, this the _____ day of _____, 2007.

FOR: THE BALDWIN COUNTY COMMISSION

BY _____ DATE _____
Chairman

BY _____ SEAL
Attest

FOR: THE CITY OF SPANISH FORT

BY _____ DATE _____
JOSEPH C. BONNER
Mayor

BY _____ SEAL
MARY LYNN WILLIAMS, MMC
City Clerk
Attest

EXHIBIT A

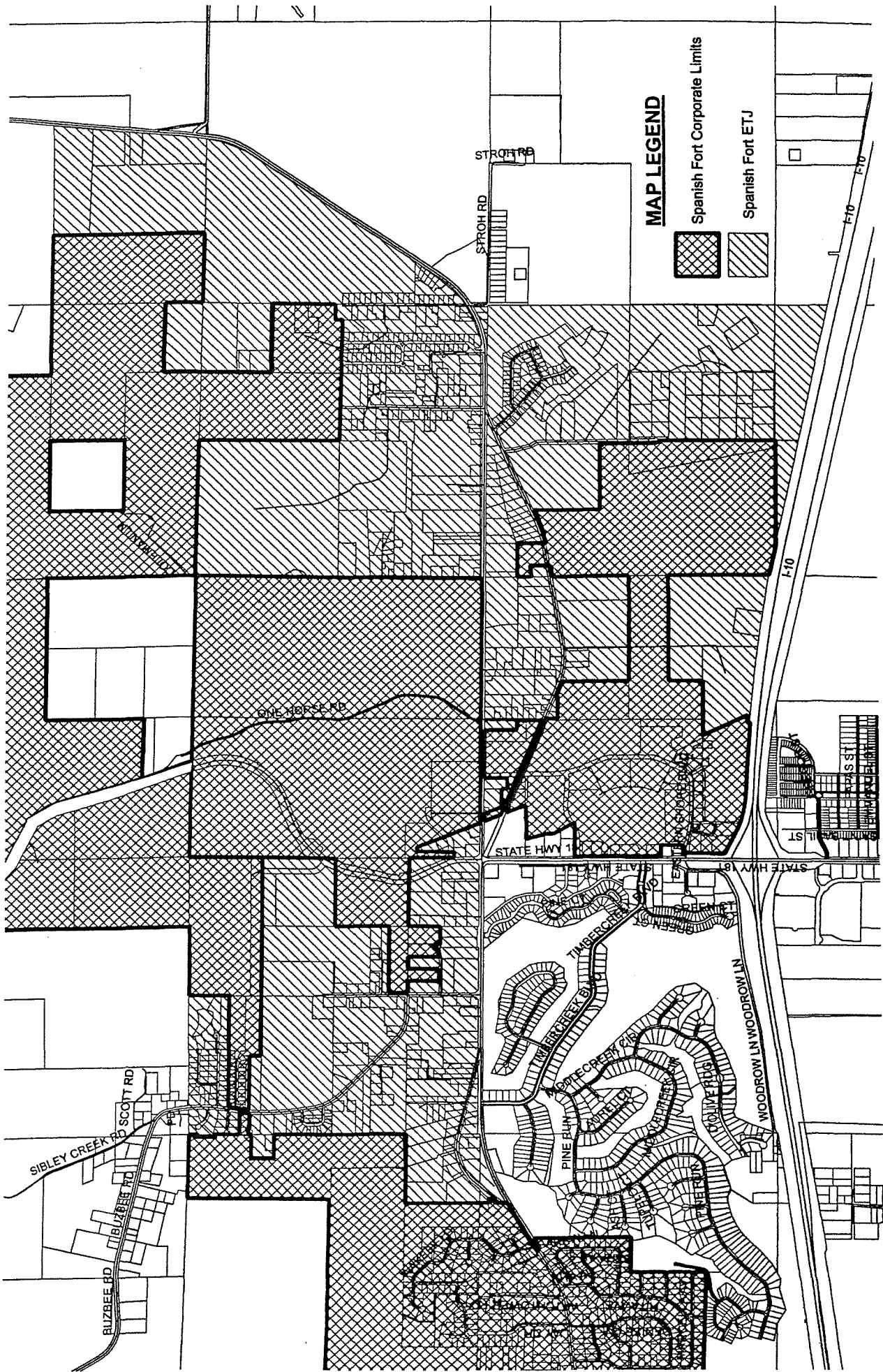


EXHIBIT B

All of Section 26, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality or within the extraterritorial jurisdiction of the City of Daphne as recognized by that Amended Agreement between the Baldwin County Commission and the City of Daphne, dated _____, 2007.

All of Section 25, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of Interstate 10 and not located within the corporate limits of any municipality.

All of Section 24, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of the Southwest Quarter of the Southwest Quarter of Section 23, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of Section 22, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

The Southeast Quarter of the Southeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

That portion of the East Half of the Northeast Quarter of Section 21, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

The portion of the North Half of the Northeast Quarter of Section 28, Township 4 South, Range 2 East, in Baldwin County, Alabama, lying north of US Highway 31 and not located within the corporate limits of any municipality.

All of Section 19, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying west of US Highway 31 and not located within the corporate limits of any municipality.

The South Half of Section 18, Township 4 South, Range 3 East, in Baldwin County, Alabama, lying West of US Highway 31 and not located within the corporate limits of any municipality.

The South Half of the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 South, Range 2 East, in Baldwin County, Alabama, not located within the corporate limits of any municipality.

All of Section 36, Township 4 South, Range 2 East, in Baldwin County, Alabama lying North of Interstate 10 and not located within the corporate limits of any municipality.



COUNTY COMMISSION

BALDWIN COUNTY

312 COURTHOUSE SQUARE, SUITE 12

BAY MINETTE, ALABAMA 36507

(251) 937-0264

FAX (251) 580-2500

file/
file

MEMBERS
DIST. 1. FRANK BURT, JR.
2. DAVID E. BISHOP
3. WAYNE A. GRUENLOH
4. CHARLES F. GRUBER

MICHAEL L. THOMPSON
COUNTY ADMINISTRATOR

December 4, 2007

The Honorable Jo Bonner
Mayor
City of Spanish Fort
Post Office Box 7226
Spanish Fort, Alabama 36527

**RE: Agreement between the Baldwin County Commission and the City of Spanish Fort,
Regarding Subdivision Authority inside Extraterritorial Planning Jurisdiction**


Dear Mayor Bonner:

The Baldwin County Commission, during its regularly scheduled meeting held on December 4, 2007, approved the *Agreement* between the Baldwin County Commission and the City of Spanish Fort regarding Subdivision Authority inside Extraterritorial Planning Jurisdiction.

Enclosed is the **original** *Agreement*. Please sign, have it attested and return the *Agreement* to this office to the attention of Lori G. Ruffin, Records Manager. She will return a **fully executed copy** to you for your file.

If you have any questions or need further assistance, please contact Greg Smith, Permit Engineer, at (251) 972-8534.

Sincerely,


FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met Item FB1

cc: Greg Smith
J. Scott Barnett
Cal Markert

ENCLOSURE