

COUNTY COMMISSION

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

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

September 21, 2021

City of Bay Minette
Planning & Development Services Department
Attn: Clair Dorough, City Planner
301 D'Olive Street
Bay Minette, Alabama 36507

RE: Planning Jurisdiction Agreement with the City of Bay Minette

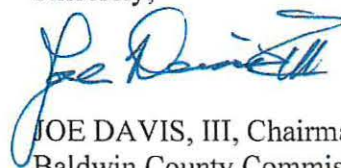
Dear Ms. Dorough:

The Baldwin County Commission, during its regularly scheduled meeting held on September 21, 2021, adopted *Resolution #2021-135* which approves the *Planning Jurisdiction Agreement* between the Baldwin County Commission, the City of Bay Minette, and the Planning Commission of the City of Bay Minette, governing the regulation of subdivisions outside the City's corporate limits but within the municipal planning jurisdiction.

Enclosed is a **fully executed original** of the *Agreement* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Matthew Brown, Planning Director, at (251) 580-7295.

Sincerely,


JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BR2

cc: Matthew Brown
Celena Boykin

ENCLOSURE(S)

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION 2021-135

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF BAY MINETTE
AND THE
PLANNING COMMISSION OF THE CITY OF BAY MINETTE
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
WITHIN THE PLANNING JURISDICTION OF THE
MUNICIPAL PLANNING COMMISSION**

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF BAY MINETTE, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF BAY MINETTE (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY.
2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall be responsible for all regulation of subdivision planning outside the corporate limits of the MUNICIPALITY.
3. The COMMISSION agrees that it will notify the MUNICIPALITY if a subdivision is approved within the MUNICIPALITY'S police jurisdiction.
4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
5. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPALITY'S CORPORATE LIMITS, the subdivision regulations of the MUNICIPALITY shall apply.
6. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.

7. If any part, section, or subdivision of this Agreement shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Agreement which shall continue in full force.

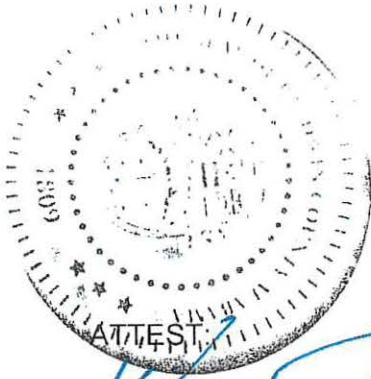
8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

9. This Agreement shall become effective on the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.

10. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]



Wayne Dyess
Wayne Dyess
County Administrator

COMMISSION:

BALDWIN COUNTY COMMISSION

Joe Davis, III
By: Joe Davis, III
Its: Chairman

MUNICIPALITY:

BAY MINETTE,
ALABAMA

ATTEST:

Clair Dorough
By: Clair Dorough
Its: City Planner

Robert Wills
By: Robert Wills
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
CITY OF BAY MINETTE, ALABAMA

Todd F. Stewart
By: Todd F. Stewart
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Carjetta Crook, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the 21st day of September, 2021.

Carjetta Crook

Notary Public, Baldwin County, Alabama

My Commission Expires: ~~_____~~ July 14, 2025



STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jessica Peed, a Notary Public in and for said County in said State, hereby certify that Robert Wills, whose name as Mayor of BAY MINETTE, ALABAMA, and Clair Dorough, whose name as Planner of the CITY OF BAY MINETTE, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and seal this 9th day of September, 2021.

Jessica Peed

Notary Public, Baldwin County, Alabama

My Commission Expires: 07-22-2025



STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jessica Peed, a Notary Public in and for said County in said State, hereby certify that Todd Stewart, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF BAY MINETTE, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 9th day of September, 2021.



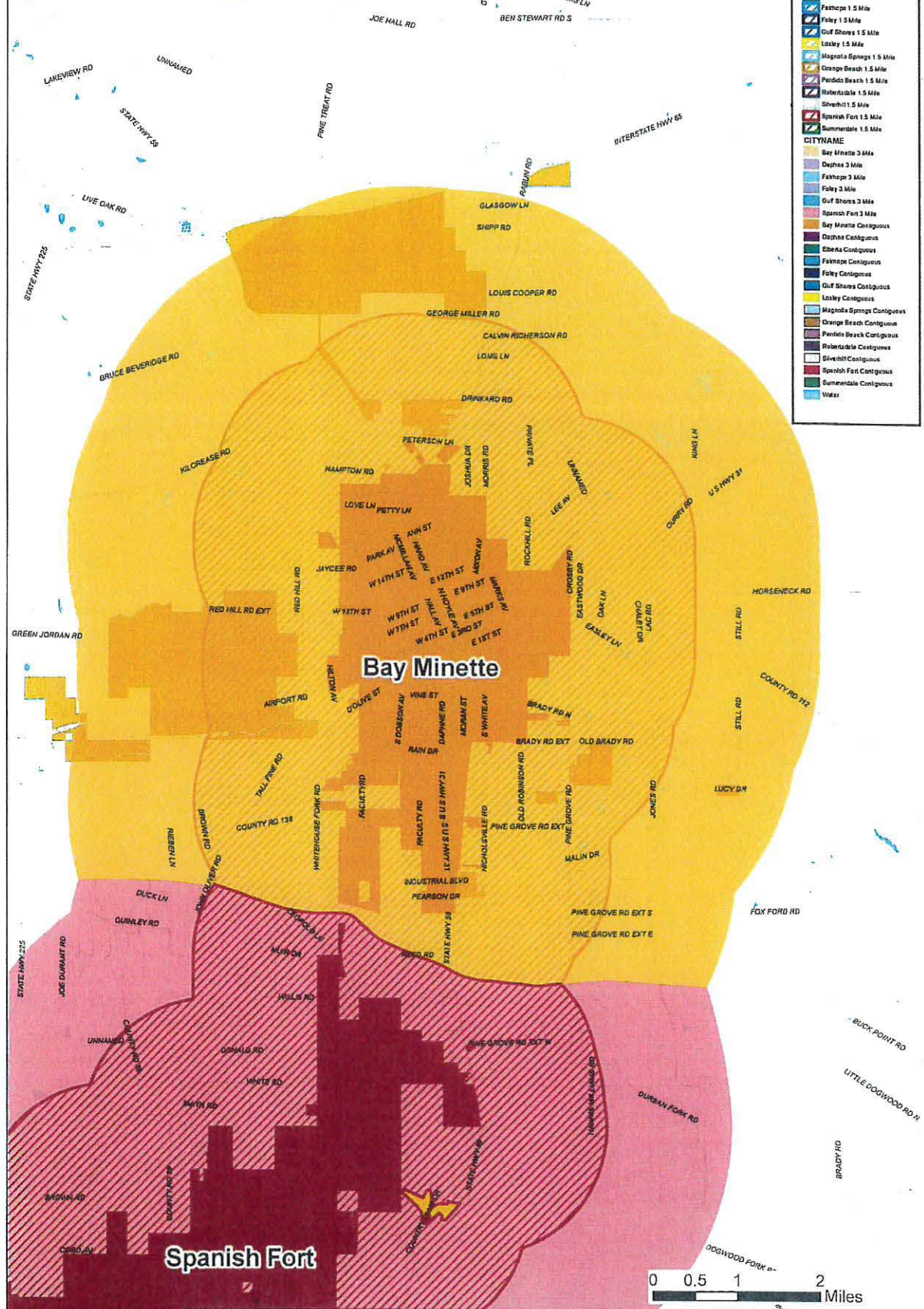
Jessica Peed
Notary Public, Baldwin County, Alabama
My Commission Expires: 07-22-2025

Exhibit A



This map represents the County's preliminary position regarding the police jurisdiction of each municipality as of January 1, 2021, based on the functional police jurisdictions provided by statute.

Contiguous City Limits	
1.5 Mile Police Jurisdictions	
CITYNAME	
[Yellow box]	Bay Minette 1.5 Mile
[Orange box]	Daphne 1.5 Mile
[Light Blue box]	Felby 1.5 Mile
[Dark Blue box]	Gulf Shores 1.5 Mile
[Light Green box]	Lakley 1.5 Mile
[Light Purple box]	Magnolia Springs 1.5 Mile
[Light Orange box]	Orange Beach 1.5 Mile
[Light Red box]	Panacea Beach 1.5 Mile
[Light Yellow box]	Robertsdale 1.5 Mile
[Light Cyan box]	Silverhill 1.5 Mile
[Light Brown box]	Spanish Fort 1.5 Mile
[Light Grey box]	Summerdale 1.5 Mile
CITYNAME	
[Yellow box]	Bay Minette Contiguous
[Orange box]	Daphne Contiguous
[Light Blue box]	Felby Contiguous
[Dark Blue box]	Gulf Shores Contiguous
[Light Green box]	Lakley Contiguous
[Light Purple box]	Magnolia Springs Contiguous
[Light Orange box]	Orange Beach Contiguous
[Light Red box]	Panacea Beach Contiguous
[Light Yellow box]	Robertsdale Contiguous
[Light Cyan box]	Silverhill Contiguous
[Light Brown box]	Spanish Fort Contiguous
[Light Grey box]	Summerdale Contiguous
[Blue box]	Water



Spanish Fort



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be accurate. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assumes no liability associated with the use of this data, and assumes no responsibility to maintain it in any matter or form. For more information, contacting 910 or 912-666-1111.

RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF BAY MINETTE

WHEREAS, the Planning Commission of the City of Bay Minette (“Bay Minette Planning Commission”) is the duly organized and validly existing Planning Commission for the City of Bay Minette, Alabama; and

WHEREAS, the City of Bay Minette and the Baldwin County Commission have heretofore authorized an agreement between the Baldwin County Commission, the City of Bay Minette and the Bay Minette Planning Commission concerning the regulations of subdivisions inside the municipal limits of the City of Bay Minette and the territorial jurisdiction outside the said municipal limits; and

WHEREAS, the Bay Minette Planning Commission has considered and hereby takes action to authorize the chairman of the Bay Minette Planning Commission to execute and deliver the agreement in form as attached hereto as Exhibit A (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE BAY MINETTE PLANNING COMMISSION, in regular meeting assembled, that the chairman is authorized and directed to enter into the Agreement on behalf of the Bay Minette Planning Commission and to take all other actions necessary to effectuate said Agreement.

Approved and adopted by the Bay Minette Planning Commission on September 9, 2021.



TODD F. STEWART, chairman



THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

October 6, 2021

Account # 987101 PO # _____

Cost \$ 992.25 Ad # 281012

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning

Res # 2021-135

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 6th day of October, 20 21

Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022

HALLOWEEN

FROM PAGE B1

day registration is \$40. All participants will receive a goody bag and event t-shirt. For more information about Haunted Hustle, including a registration link and packet pick-up dates and times, please visit www.gulfshore.net/gov/halloween

The Krewe du Cirque Halloween Ball will take place on Saturday Oct. 16 at the Foley Civic Center (407 E. Laurel Ave.) from 7 - 11 p.m. The event is an adult only, costumes required. Halloween bash that features a live DJ, a costume contest and more. Tickets are \$25 per person, BYOB. Tickets are available at the door or email kdc.events2021@gmail.com for information and advance ticket purchases.

The Foley Public Library's Halloween Extravaganza Drive-Thru will take place on Saturday, Oct. 23 from 4 - 6 p.m. Everyone is welcome to drop by the library to take part in this free trick-or-treat event outside the front of the library. You can stay in your vehicle while your children gather Halloween goodies. A special route map is available at the library.

The Copper Kettle Tea Bar is offering the chance for Enrollment for Hogwarts School, or the Harry Potter Tea Event, with bonus potions class for early enrollment. The event takes place on Saturday, Oct. 23 from 6 - 9 p.m. Tickets are \$40 per person and include an opening feast, and teas, potions (tea) making (with a potential exam on the different ingredients), and lots of memories to be made. Costumes of characters and creatures from the wizarding world are not required but welcome. For more information or to purchase tickets, call 251-609-2832. Tickets go quickly, so don't miss your spot on the Hogwarts Express.

Foley's Hometown Halloween is happening on Thursday, Oct. 28 from 5:30 - 8 p.m. in the streets of downtown Foley (S. Alton St. and W. Laurel



Ave.) The free event is compliments of the merchants in downtown Foley, city businesses and the city of Foley. There will be a costume contest, bounce houses, hairdos and plenty of opportunities to win treats and prizes at booths.

Ready to do the Time Warp again? Local theater troupe Exit Stage Left is bringing The Rocky Horror Show to the Foley Civic Center (407 E. Laurel Ave.) in October. The first performance will take place on Thursday, Oct. 28 at 7 - 9 p.m., and two performances will take place on both Friday, Oct. 29 and Saturday, Oct. 30, at 5:30 - 7:30 p.m. and 9 - 11 p.m. The Rocky Horror Show is presented in arrangement with Concord Theatricals (www.concordtheatricals.com). Book, Music and Lyrics by Richard O'Brien. The show is rated 18+ due to intense adult themes and strong language.



Grab your broomsticks, the Foley Witches Ride will happen on Saturday, Oct. 30 at 5 p.m. through the streets of downtown Foley. All women are welcome to ride, and both men and women are welcome to support and cheer on the witches as they take flight to raise money for Family Promise and the Summer Backpack Feeding Program. Tickets to ride are \$50 and can be purchased at bit.ly/FoleyWitchesRide2021. Spectating the event is free. An After Party for ticketed attendees will take place after the ride in Heritage Park. Find the event on Facebook for a route map.

The 3rd annual Bay Minette Witches Ride will fly at 1 p.m. on Oct. 30 at Blackburn Park in downtown Bay Minette. The day-long event will

include arts and crafts vendors, food trucks, the Lifesouth bus, music by Art-T Register on Eventbrite, \$25 for bikes, \$35 for golf carts.

Head to Tanger Outlets (7601 S. McKenzie St.) on Sunday, Oct. 31 from 5 - 6:30 p.m. for Trick-or-Treat Tanger Style! Bring your kids to the Family Fun Park in their Halloween costumes to enjoy trick-or-treating and festivities. From free candy, games, a photo booth and dancing to classic Halloween hits, the family-friendly event is fun for all ages. Stores and Shopper Services will provide candy to children 12 and under. Masks are allowed for children only. Look for display decals on entrance doors of participating stores. TANGERCUB VIP members can check in at the Tanger table to receive a free gift.

Halloween is artsy at the Arts Affine Fall Festival at the Coastal Arts Center of Orange Beach. There will be games and a treat trail for kids here on Oct. 31 from 10 a.m. to 3 p.m. as well as 10 local artists and hot glass demos.

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Foley at 407 E. Laurel Avenue, Foley, Alabama 36535 or P.O. Box 1750, Foley, Alabama 36536, until 2:00 p.m. CST on Tuesday, October 19, 2021 and at that time publicly opened and read for constructing the following:

FOLEY DOWNTOWN ROSE TRAIL IMPROVEMENTS

Project No. ENGR-100721

This project is a parking-to-park project for an area in the block south of the Rose Trail in Heritage Park and the Post Office and the line of buildings in the 100 block of S. McKenzie Street. The scope will include construction and facility operations during occupancy.

The entire project shall be completed in Ninety (90) calendar days from issuance of Notice to Proceed.

A mandatory pre-bid conference will be held in the City of Foley Council Chambers on Thursday, October 7, 2021 at 10:00 a.m. CST to discuss bidding and project requirements. Prospective bidders and subcontractors are required to attend.

To be eligible for consideration, bids must be submitted on complete original proposals made available by the City of Foley. Bid documents (including drawings and specifications) are in electronic format and may be obtained through WAS Design, Inc. Member Owner nor Engineer will be responsible for full or partial sets of bidding Documents, including Addenda, if any, obtained from sources other than this office. For bid documents or more information regarding this project, contact Dan Majors at (850) 203-4252 or by email at dmajors@was-design.com.

Each bid shall be accompanied by a cashier's check drawn on an Alabama bank or a bid bond secured by a surety company duly authorized and qualified to make bonds in the State of Alabama and made payable to the City of Foley in the amount of five (5%) percent of the Contractor's bid but in no event more than \$10,000, and bidder shall have a current State of Alabama General Contractors License.

Upon award and prior to beginning work, the Contractor is required to have a current City of Foley Business License, furnish a Certificate of General Liability Insurance and Workers Compensation Insurance, and proof of Automobile General Liability Insurance. Insurance Certificate provided to the City shall list the City of Foley as an additional insured. A performance bond and Payment Bond must be executed upon award of the bid with a penalty equal to one hundred (100%) percent of the amount of the contract price. If the successful bidder's award amount is \$10,000.00 or greater, a background check will be performed per City of Foley Ordinance No. 1029-08 General Conditions, Section 1.14. Proof of E-Verify documentation in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program shall be provided to the awarded contractor.

Section 39-3-5, Code of Alabama, requires that preference be given to Alabama resident contractors when awarding certain public works contracts to the same extent as required by the laws of a non-resident bidder's home state. In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in the amount of \$250.00 per day.

The City of Foley reserves the right to accept or reject any or all bids, and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Honorable Ralph Hellmich
Mayor, City of Foley, Alabama

RESOLUTION 2021-135

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION, THE CITY OF BAY MINETTE AND THE PLANNING COMMISSION OF THE CITY OF BAY MINETTE CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE PLANNING JURISDICTION OF THE MUNICIPAL PLANNING COMMISSION

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF BAY MINETTE, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF BAY MINETTE (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY.
2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall be responsible for all regulation of subdivisions planning outside the corporate limits of the MUNICIPALITY.
3. The COMMISSION agrees that it will notify the MUNICIPALITY if a subdivision is approved within the MUNICIPALITY'S police jurisdiction.
4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
5. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPALITY'S CORPORATE LIMITS, the subdivision regulations of the MUNICIPALITY shall apply.
6. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.
7. If any part, section, or subdivision of this Agreement shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Agreement which shall continue in full force.
8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.
9. This Agreement shall become effective on the date upon which the list of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.
10. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

ATTEST
BALDWIN COUNTY COMMISSION

Wayne Dyeas
County Administrator

ATTEST,
By: *Clay Davidson*
Its: City Planner

MUNICIPAL PLANNING COMMISSION
PLANNING COMMISSION OF THE
CITY OF BAY MINETTE, ALABAMA

By: *Jeff Stewart*
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, *Jessica Reed*, a Notary Public in and for said County in said State, hereby certify that *Robert Williams*, whose name as Mayor of BAY MINETTE, ALABAMA, and *Clay Davidson*, whose name as City Planner, of the CITY OF BAY MINETTE, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they as such officers, and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and seal this 9th day of September, 2021



STATE OF ALABAMA
COUNTY OF BALDWIN

I, *Jessica Reed*, a Notary Public in and for said County in said State, hereby certify that *Clay Davidson*, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF BAY MINETTE, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 9th day of September, 2021





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

October 13, 2021

Account # 987101 PO # _____

Cost \$ 992.25 Ad # 281012

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BLRTZ

Res # 2021-135

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 21 day of October, 20 21

Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022

I took the COVID-19 vaccine, YOU SHOULD TOO Together we can end the pandemic.



I GOT MY COVID-19 VACCINE!

Ali Shropshire

MAMA BEARS BAKERY Cakes, cookies, cupcakes and more! 1116 W Laurel Ave, Foley, AL 36535

ALABAMA SHAKESPEARE FESTIVAL STORIES FOR ALL A PLACE FOR EVERYONE 334.271.5353 | ASF.NET

OBITUARIES FROM PAGE B13

upon his arrival in Fairhope 14 years ago. Tom loved the State of Alabama and could see no good reason to leave it...

Tom loved his Dachshund Angels, Annie Bananie and Daemon, and his greatly missed by Dixie Jo, Erika, and Bubba II.

In lieu of flowers, Tom requested that Masses be offered on his behalf, which may be arranged at St. Lawrence Catholic Church in Fairhope, Alabama.

A Mass of Christian Burial was celebrated on Saturday, Oct. 9, 2021 at 1

p.m. at St. Lawrence Catholic Church. There was no visitation.

PEAVY

Mary R. Peavy, age 101, of Robertsdale, Alabama, passed away on Oct. 7, 2021. Graveside service will be held Oct. 13, 2021 at 2 p.m. at the Oak Hill Cemetery in Atmore, Alabama.

MCKENZIE



Paul Emmette McKenzie, age 80, a resident of Daphne, Alabama, passed away Tuesday, Oct. 5, 2021.

Paul will be remembered as a loving husband, father and grandfather.

He was preceded in death by a son, Richard McKenzie and brother, Joey McKenzie.

Mr. McKenzie is survived by his wife, Patricia A. McKenzie; sons, Scott McKenzie (Ashley) and Jeff McKenzie (Malinda); six grandchildren, Tyler, Sarah, Landon, Koby, Brodie and Gage; brother, Johnny McKenzie; sister, Linda Tredes (Jimmy); other relatives and friends.

A celebration of Mr. McKenzie's life will be held at a later date.

WOLFE-BAYVIEW Funeral Homes & Crematory, Inc. www.wolfefuneralhomes.com

SHELL

Dayton L. Shell, age 98, a resident of Pensacola, Florida, passed away Sunday, Oct. 5, 2021.



Dayton is survived by his daughter, Shirley Cooper (Billy); grandchildren, William Cooper (Michelle), Shelly Overton (James), and Chris Shell; great-grandchildren, William Cooper and James Overton; along with many other loving relatives and friends.

Funeral services were held Monday, Oct. 11, 2021, at 11 a.m. at the Wolfe-Bayview Funeral Home, Fairhope Chapel. The family received friends one hour prior to the service at 10 a.m.

Interment followed in Memory Gardens of Fairhope.

WOLFE-BAYVIEW Funeral Homes & Crematory, Inc. www.wolfefuneralhomes.com

Azalea Avenue Self Storage 114 E Azalea Avenue, Foley, AL 36535 251-971-1717

Pursuant to the "Self-Service Storage Act" (ACTS 1981) No. 81-769, p1321.1. Facility, hereby gives notice of sale to pay past due rent and other charges said act to wit. If not redeemed by renters listed below, sale will be to highest bidder (low bids may be rejected) on StorageAuctions.com.

Luke Kist 82 Griswold Dr West Hartford, CT 06119

Lucas Rosenberger 526 Meadow Ln Foley AL 36535

Jennifer Smith 6993 Crimson Ln Gulf Shores, AL 36542

GULF COAST MEDIA

GulfCoastNews Today.com

From Baldwin County's news innovator since 1890

LITTLE BITTY'S TOWING LLC "We Don't Want Your Arm or Leg. We Just Want Your Tow!"

Aubrey & Jr. Morris Owners

Multiple Locations Foley & Orange Beach (251) 943-8908 www.littlebittystowing.com

Credit Cards Accepted on Site

RESOLUTION 2021-135

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION, THE CITY OF BAY MINETTE AND THE PLANNING COMMISSION OF THE CITY OF BAY MINETTE CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE PLANNING JURISDICTION OF THE MUNICIPAL PLANNING COMMISSION

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF BAY MINETTE, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF BAY MINETTE (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction for a period of time until July 25, 2023.

- 1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY.
2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall be responsible for all regulation of subdivision planning outside the corporate limits of the MUNICIPALITY.
3. The COMMISSION agrees that it will notify the MUNICIPALITY if a subdivision is approved within the MUNICIPALITY'S police jurisdiction.
4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
5. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPALITY'S CORPORATE LIMITS, the subdivision regulations of the MUNICIPALITY shall apply.
6. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.
7. If any part, section, or subdivision of this Agreement shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Agreement which shall continue in full force.
8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.
9. This Agreement shall become effective on the date upon which the list of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.
10. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

COMMISSION BALDWIN COUNTY COMMISSION ATTEST Wayne Dyeas County Administrator

By: Joe Davis, III Chairman

MUNICIPALITY BAY MINETTE, ALABAMA ATTEST

By: Claire Doughty City Planner

MUNICIPAL PLANNING COMMISSION PLANNING COMMISSION OF THE CITY OF BAY MINETTE ALABAMA

By: Todd E. Stewart Chairman

STATE OF ALABAMA COUNTY OF BALDWIN I, Jessica Reed a Notary Public in and for said County in said State, hereby certify that Robert Willis whose name as Mayor of BAY MINETTE, ALABAMA, and Claire Doughty whose name as City Planner of the CITY OF BAY MINETTE, ALABAMA, are signatories to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.



STATE OF ALABAMA COUNTY OF BALDWIN I, Jessica Reed a Notary Public in and for said County in said State, hereby certify that Todd E. Stewart whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF BAY MINETTE, ALABAMA, is signatory to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

