

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF LOXLEY
AND THE PLANNING COMMISSION OF THE CITY OF LOXLEY
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
WITHIN THE PLANNING JURISDICTION OF THE
MUNICIPAL PLANNING COMMISSION AND THE REGULATION OF BUILDING
CONSTRUCTION WITHIN THE MUNICIPAL POLICE JURISDICTION**

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF LOXLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF LOXLEY (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 and the regulation of building construction outside the MUNICIPALITY's corporate limits but within the MUNICIPALITY'S police jurisdiction;

WHEREAS, the COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION desire to enter into an agreement concerning the regulation of subdivisions pursuant to Code of Alabama §11-52-30 et seq.;

WHEREAS, the COMMISSION and MUNICIPALITY desire to acknowledge in an agreement the MUNICIPALITY'S role in the issuance of building permits, inspection of construction, and enforcement of building laws and codes (collectively referred to herein as "regulation of building construction") pursuant to Code of Alabama §11-40-10 et seq. and §34-14A-12 et seq.

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

Section A – Subdivision Regulation within the Municipal Planning Jurisdiction

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the Subdivision Regulation Area of the MUNICIPALITY and MUNICIPAL PLANNING COMMISSION shall include all land displayed on the Subdivision Regulation Area Map attached hereto as Exhibit A. The Subdivision Regulation Area includes those areas located in the corporate limits of the MUNICIPALITY and all or a portion of the land lying within the one-and-a-half-mile MUNICIPAL PLANNING JURISDICTION as displayed on the Subdivision Regulation Area Map.

2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, commercial and/or residential multiple occupancy developments, mixed-use developments, recreational vehicle parks, and manufactured home parks in the Subdivision Regulation Area.
3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, and enforcement of the development of subdivisions, except as set forth in paragraph 2 herein, within the Subdivision Regulation Area subject to applicable state law and the requirements of Code of Alabama § 11-52-30 et seq. requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.
4. Unless otherwise provided or allowed by applicable State law, where the MUNICIPAL PLANNING COMMISSION is responsible for the regulation and enforcement of a subdivision development within the Subdivision Regulation Area, no map or plat of any subdivision, within the scope of authority granted by this Agreement, shall be recorded, and no property shall be sold referenced to the map or plat, until and unless it has been first submitted to, and approved by, the MUNICIPAL PLANNING COMMISSION, pursuant to Code of Alabama § 11-52-30 et seq.
5. Notwithstanding Paragraph 3 above, any map or plat of a subdivision approved by the MUNICIPAL PLANNING COMMISSION within the scope of authority granted by this Agreement shall be subject to the following approvals from the County Engineer, the Planning Director, or their designees:
 - a) Approved roadway access permit if the subdivision will access a road maintained by the COMMISSION;
 - b) Approved traffic study, if the subdivision exceeds 50 lots or units, and would otherwise trigger a traffic study under the Baldwin County Subdivision Regulations;
 - c) Approved drainage study, for any subdivision that would require the installation of a stormwater detention or retention facility under the Baldwin County Subdivision Regulations;
 - d) Approved compliance with underlying zoning for subdivision developments located on parcels within the planning and zoning jurisdiction of the COMMISSION, including obtaining an administrative Site Plan Approval from the Baldwin County Planning and Zoning Department, prior to preliminary plat approval, for subdivision developments that meet the definition of a major project;
 - e) Approved Subdivision (Infrastructure) Construction Permit if the subdivision development proposes new roadway infrastructure; and

- f) A Final Plat containing the note below and applicable signature blocks for the Baldwin County Engineer and the Planning and Zoning Director as displayed in Exhibit B.

THIS DIVISION LIES WITHIN AN AREA WHERE THE MUNICIPAL PLANNING COMMISSION EXERCISES EXCLUSIVE JURISDICTION OVER THE REVIEW AND APPROVAL OF SUBDIVISIONS. THIS SUBDIVISION HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE BALDWIN COUNTY SUBDIVISION REGULATIONS. THE PROVISIONS OF ALABAMA CODE SECTION 45-2-261.17 SHALL NOT APPLY TO THIS SUBDIVISION.

The MUNICIPALITY and MUNICIPAL PLANNING COMMISSION agree that it will not accept an application as complete for preliminary plat approval or final site plan approval without either 1) evidence that the documents required in subparagraphs a) through d) above have either been submitted to the County Engineer, the Planning Director, or their designees, or 2) correspondence from the County Engineer, the Planning Director, or their designees indicating that the specific document will not be required for the proposed development.

6. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that in case of a conflict between the requirements of the COMMISSION under paragraph 5 above and the subdivision regulations of the MUNICIPALITY and MUNICIPAL PLANNING COMMISSION within the scope of authority granted by this Agreement, the most stringent of the two conflicting requirements shall apply, except that the COMMISSION shall not be responsible to inspect or enforce any requirements of the MUNICIPALITY or MUNICIPAL PLANNING COMMISSION during site development. Notwithstanding the requirements of this paragraph 6, when a conflict between standards exists, relating to proposed road right-of-way that will be accepted for maintenance by either the COMMISSION or the MUNICIPALITY, the party who will be accepting the maintenance responsibility will have the authority to determine which of the conflicting standards will apply to the proposed development.
7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision, within the scope of authority granted by this Agreement, is located within the MUNICIPAL PLANNING COMMISSION'S Subdivision Regulation Area, the subdivision regulations of the MUNICIPALITY shall apply as set forth herein.
8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that in the case of any subdivision, within the scope of authority granted by this Agreement, located outside the corporate limits of the MUNICIPALITY which has received preliminary plat approval or final site plan approval from the COMMISSION or MUNICIPAL PLANNING COMMISSION prior to

the effective date of this Agreement, the same shall continue to be solely under the jurisdiction of the respective COMMISSION or MUNICIPAL PLANNING COMMISSION as long as the approval remains effective.

9. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any application for subdivision, within the scope of authority granted by this Agreement, located outside of the corporate limits and inside the Subdivision Regulation Area of the MUNICIPALITY properly submitted and accepted into the COMMISSION'S or MUNICIPAL PLANNING COMMISSION'S subdivision review process prior to the effective date of this Agreement shall remain under the review authority of the entity to whom it was properly submitted.

Section B – Regulation of Building Construction within the Municipal Police Jurisdiction

1. The COMMISSION and MUNICIPALITY hereby acknowledge that the MUNICIPALITY is not regulating building construction outside the corporate limits of the MUNICIPALITY.
2. The COMMISSION and MUNICIPALITY hereby acknowledge that it may enter into a separate agreement regarding the administration of building permits within the corporate limits and that such arrangements and/or relationships are not governed by this Agreement.

Section C – General Provisions

1. 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.
2. If any part, section, or subdivision of this Agreement is 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.
3. 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 or the regulation of building construction outside the MUNICIPALITY'S corporate limits but within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction or police jurisdiction, is hereby terminated and replaced by this Agreement.
4. This Agreement shall become effective pursuant to applicable law and when 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. Furthermore, pursuant to Code of Alabama § 11-24-6, the MUNICIPALITY agrees to publish this Agreement once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY, and this agreement shall not have the force of law until said publication is complete and proof of such successful advertisement is delivered to the Commission.

5. This Agreement shall continue in force and effect for four years from the effective date, after which it may be unilaterally abolished by any party hereto that has provided the notice required, if any, by Alabama law.

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]



COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

Roger H. Rendleman
By: Roger H. Rendleman
County Administrator

Charles F. Gruber
By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:

CITY OF LOXLEY,
ALABAMA

ATTEST:

Jonathan I. Smith
By: Jonathan I. Smith
Its: Community Development Director

Richard Teal
By: Richard Teal
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
CITY OF LOXLEY, ALABAMA

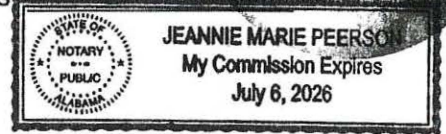
Randy Smith
By: Randy Smith
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jeannie Peerson, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and ROGER H. RENDLEMAN, 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 this day the same bears date.

Given under my hand and seal this the 01 day of AUGUST

Jeannie Marie Peerson
Notary Public, Baldwin County, Alabama
My Commission Expires:

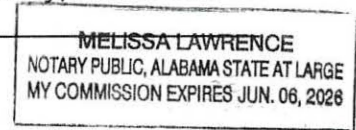


STATE OF ALABAMA
COUNTY OF BALDWIN

I, Melissa Lawrence, a Notary Public in and for said County in said State, hereby certify that RICHARD TEAL, whose name as Mayor of the CITY OF LOXLEY, ALABAMA, and Jonathan Smith, whose name as Comm Dev Dir of the CITY OF LOXLEY, 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 1st day of August, 2023.

Melissa Lawrence
Notary Public, Baldwin County, Alabama
My Commission Expires:



STATE OF ALABAMA
COUNTY OF BALDWIN

I, Melissa Lawrence, a Notary Public in and for said County in said State, hereby certify that Randy Smith, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF LOXLEY, 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 1st day of August, 2023.

Melissa Lawrence
Notary Public, Baldwin County, Alabama

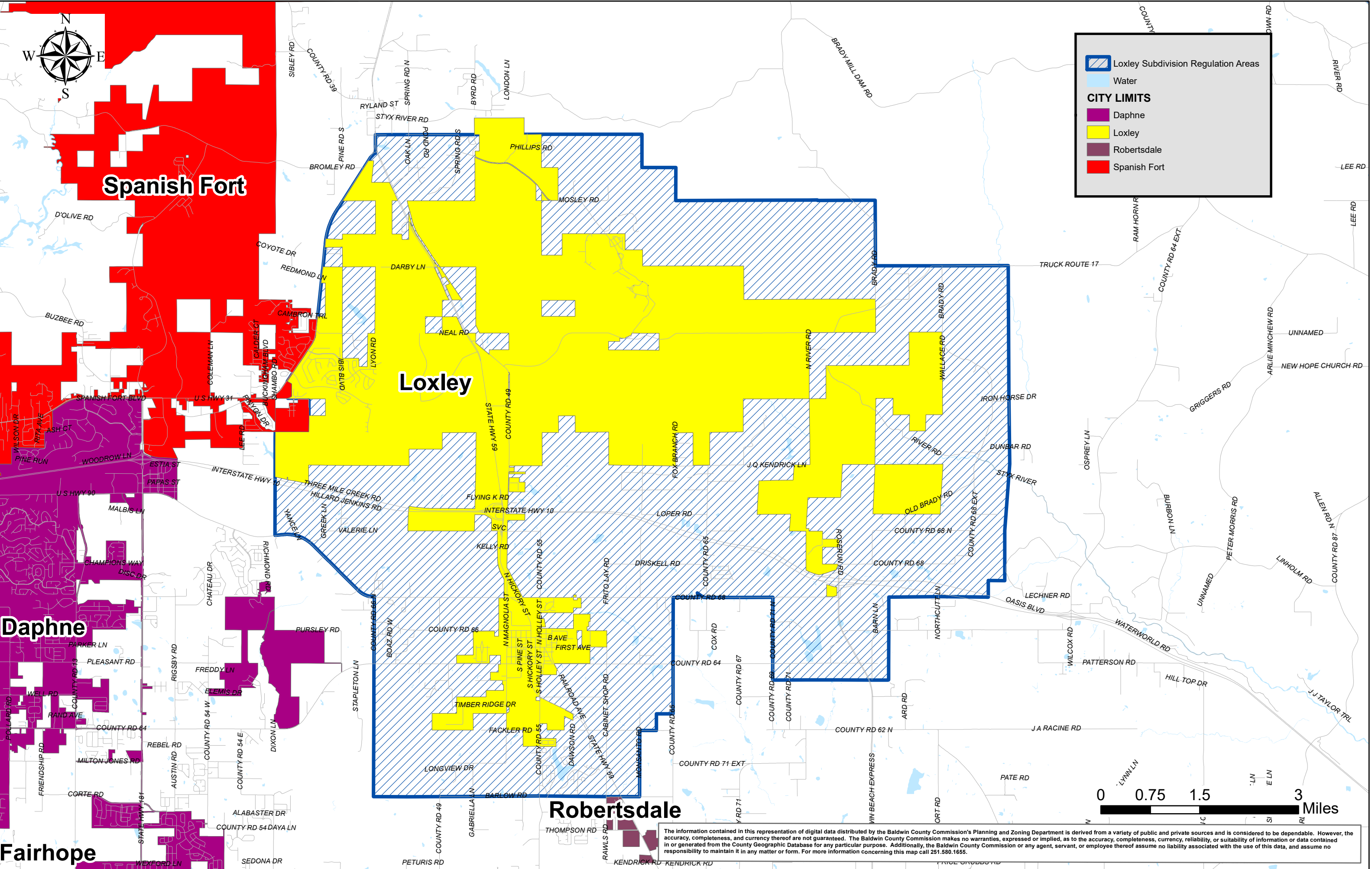
My Commission Expires:

MELISSA LAWRENCE NOTARY PUBLIC, ALABAMA STATE AT LARGE MY COMMISSION EXPIRES JUN. 06, 2026
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Legend

- Loxley Subdivision Regulation Areas
- Water
- CITY LIMITS**
- Daphne
- Loxley
- Robertsdale
- Spanish Fort



Spanish Fort

Loxley

Daphne

Robertsdale

Fairhope

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 dependable. 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 assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

Exhibit B – Plat Certifications

Required Certifications for Developments on Unzoned Parcels:

CERTIFICATE BY THE BALDWIN COUNTY ENGINEER

The undersigned, as County Engineer of the County of Baldwin of Alabama, hereby certifies on this _____ day of _____, 20____, that the _____ Planning Commission has approved the within subdivision and hereby approves the within plat for recording of same in the Probate Office of Baldwin County, Alabama.

Baldwin County Engineer

CERTIFICATE BY THE BALDWIN COUNTY PLANNING DIRECTOR

The undersigned, as Director of the Baldwin County Planning and Zoning Department, hereby certifies that the lots within this plat do not fall under the zoning jurisdiction of Baldwin County and approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama this the _____ day of _____, 20_____.

Baldwin County Planning Director

Required Certifications for Developments on Zoned Parcels:

CERTIFICATE BY THE BALDWIN COUNTY ENGINEER

The undersigned, as County Engineer of the County of Baldwin of Alabama, hereby certifies on this _____ day of _____, 20____, that the _____ Planning Commission has approved the within subdivision and hereby approves the within plat for recording of same in the Probate Office of Baldwin County, Alabama.

Baldwin County Engineer

CERTIFICATE BY THE BALDWIN COUNTY PLANNING DIRECTOR

The undersigned, as Director of the Baldwin County Planning and Zoning Department, hereby approves the within plat, as compliant with the Baldwin County Zoning Ordinance, for the recording of same in the Probate Office of Baldwin County, Alabama this the _____ day of _____, 20_____.

Baldwin County Planning Director

GULF COAST MEDIA

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Baldwin Times Issue of Gulf Coast Media.

Publication Date(s):

October 13, 2023

Account # 284287 PO # _____

Cost \$ 816.00 Ad # 292574

Bethany McCourt

**Bethany McCourt
Sales Representative**

Bill To: City of Lexley

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

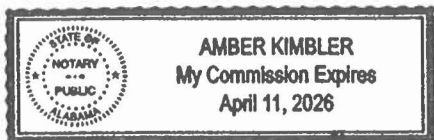
This 13th day of October, 2023

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

My commission expires on April 11, 2026



GULF COAST MEDIA

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 18, 2023

Account # 984287 PO # _____

Cost \$ 816.00 Ad # 292574

Bethany McCourt

Bethany McCourt
Sales Representative

Bill To:

City of Lorley

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

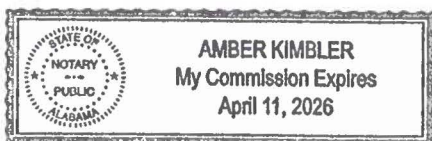
This 18th day of October, 2023

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

My commission expires on April 11, 2026





Costumed children take part in activities in downtown Foley during the 2022 Hometown Halloween celebration. The 2023 event will be Oct. 26 and will include a costume contest, activity booths and other attractions.

Foley's Hometown Halloween set for Oct. 26

STAFF REPORT

FOLEY — Little ghosts, goblins and other strange creatures will once again haunt the streets of Foley on Thursday, Oct. 26, when Hometown Halloween takes place downtown.

The celebration takes place from 5:30 to 8 p.m. For more than 20 years, Hometown Halloween has been a Foley tradition of family fun that continues to grow. The event is a partnership between the city and local businesses, churches and community organizations. As always, Home-

town Halloween will include a costume contest, inflatable jump house, obstacle course, food concessions, face painting and a balloon artist.

The costume contest is always a highlight of the celebration. Children's costumes will be judged based on creativity and originality. Participating organizations set up booths for activities and to hand out treats. A new addition this year is that both decorations will be judged based on creativity. A special basket will be awarded to the winning booth and pictures

of the booth and organization will be included on the city websites.

Downtown streets, including portions of South Alston Street and East Laurel Avenue, will be closed to traffic during the event. Foley police and firefighters will also be on hand and additional lighting set up in the area to allow participants to trick or treat in safety.

Anyone wanting more information on Hometown Halloween or organizations wishing to set up a booth can call (251) 943-1200 or go to VisitFoley.com.

Foley Fire Department anticipates arrival of new pumper truck

STAFF REPORT

A new fire truck should be arriving in Foley in about one month and work is starting on a second vehicle.

Foley Fire Chief Joey Darby said the new pumper should be in service in the next few weeks. He said the arrival is ahead of the completion time for most units.

"We anticipate that within the next month, it will be on the road to Alabama," he said. "We're very fortunate that it's come together. All new trucks are being quoted anywhere from two to four years. This one we've had on order I guess for about 19 months and some change."

Darby said the new truck would be a major asset for the department.

"I was very impressed with the quality of it," Darby said. "I think we're going to see a noticeable difference. We've got a very up-to-date fleet as it is, but this is going to be a very good truck, so we're very proud of that."

The chief said the city also has a ladder truck on order. The truck will allow the department to fight fires in high-rise structures or to spray burning buildings from above.

"This is a 78-foot ladder, so if it were in close proximity, you've got to get close enough to get the angle right, you're looking at between a seven and



PHOTO PROVIDED

Foley is expanding its fleet of fire trucks. A new pumper is expected in about one month and a new ladder truck is also on order.

eight-story building depending on the setup," Darby said.

The department has one ladder truck, but the new vehicle will be more maneuverable.

"The advantage of this kind of truck is, it's on a smaller chassis so it can operate in a smaller area. We've got a very up-to-date fleet as it is, but this is going to be a very good truck, so we're very proud of that."

The chief said the city also has a ladder truck on order. The truck will allow the department to fight fires in high-rise structures or to spray burning buildings from above.

maneuverable in a lot of places."

The new ladder truck will also have features that will improve firefighter safety.

"We got to demo some equipment while we were there as it was coming off the line," Darby said. "The technology that they use makes the equipment more functional, but it also makes our firefighters safer. We were very impressed by that and it will be a piece of equipment that will carry us far into the future."

He said the truck is expected to be completed within two years.

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STATE OF ALABAMA
SUBDIVISION REGULATIONS
This is a public notice of the proposed subdivision regulations for the State of Alabama. The regulations are intended to provide a uniform and comprehensive set of rules for the subdivision of land. The regulations are based on the best interests of the State and its citizens. The regulations are intended to provide a uniform and comprehensive set of rules for the subdivision of land. The regulations are based on the best interests of the State and its citizens. The regulations are intended to provide a uniform and comprehensive set of rules for the subdivision of land. The regulations are based on the best interests of the State and its citizens.