

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF SPANISH FORT
AND THE PLANNING COMMISSION OF THE CITY OF SPANISH FORT
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 SPANISH FORT, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF SPANISH FORT (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 enter into an agreement concerning 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 ~~single family residential~~ 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 agree that the Building Construction Regulation Area of the MUNICIPALITY shall include all land displayed on the Map attached hereto as Exhibit C. The Building Construction Regulation Area includes those areas located in the corporate limits of the MUNICIPALITY and all or a portion of the land lying within the MUNICIPAL POLICE JURISDICTION as displayed on the Map.
2. The COMMISSION and MUNICIPALITY hereby agree that the MUNICIPALITY shall have exclusive responsibility for the regulation of building construction in accordance with Code of Alabama §11-40-10 et seq. and §34-14A-12 et seq.
3. Notwithstanding Paragraph 2 above, the COMMISSION and MUNICIPALITY agree as follows:
 - a. The MUNICIPALITY shall enforce the Baldwin County Flood Damage Prevention Ordinance or the State of Alabama Flood Ordinance within the Building Construction Regulation Area;
 - b. The MUNICIPALITY shall enforce versions of the International Codes, as published by the International Code Council, that are as current or more current than those adopted and enforced by the COMMISSION, except that when the COMMISSION adopts new versions of the International Codes, the MUNICIPALITY shall have 180 days to adopt the newer versions;
 - c. All inspections performed by the MUNICIPALITY under the International Codes referenced above, shall be performed by an inspector certified to perform such inspection by the International Code Council;
 - d. The MUNICIPALITY shall provide enforcement for the abatement of nuisance structures within the Building Construction Regulation Area pursuant to Alabama Code § 11-53A-20 et seq.;
 - e. The MUNICIPALITY shall not issue a building permit in the zoned, unincorporated areas of Baldwin County without requiring the applicant to provide a Site Plan Approval from the COMMISSION for the parcel or a Zoning

Verification from the COMMISSION indicating that a Site Plan Approval is not required; and

- f. The MUNICIPALITY shall not issue a building permit in the unzoned, unincorporated areas of Baldwin County within fifty feet of potential wetlands, as displayed on the potential wetlands layer of the Baldwin County Parcel Viewer map, without first requiring the applicant to provide an approved Unzoned Land Disturbance Permit from the COMMISSION or a Zoning Verification from the COMMISSION confirming that an Unzoned Land Disturbance Permit is not required;
4. The COMMISSION and MUNICIPALITY hereby agree that any building permit on a parcel located outside the corporate limits of the MUNICIPALITY which was issued prior to the effective date of this Agreement shall continue to be solely under the jurisdiction of the respective COMMISSION or MUNICIPALITY as long as the approval remains effective.
5. The COMMISSION and MUNICIPALITY hereby agree that any application for a building permit on a parcel located outside of the corporate limits and inside the Building Construction Regulation area of the MUNICIPALITY properly submitted and accepted into the COMMISSION'S or MUNICIPALITY'S building permit 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 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:

By: Roger H. Rendleman
County Administrator

By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:

CITY OF SPANISH FORT,
ALABAMA

ATTEST:

By: _____
Its: _____

By: Michael M. McMillan
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
CITY OF SPANISH FORT,
ALABAMA

By: _____
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, 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 the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2023.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that MICHAEL M. MCMILLAN, whose name as Mayor of the CITY OF SPANISH FORT, ALABAMA, and _____, whose name as _____ of the CITY OF SPANISH FORT, 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 _____ day of _____, 2023.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF SPANISH FORT, 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 _____ day of _____, 2023.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

Exhibit A – Subdivision Regulation Area Map

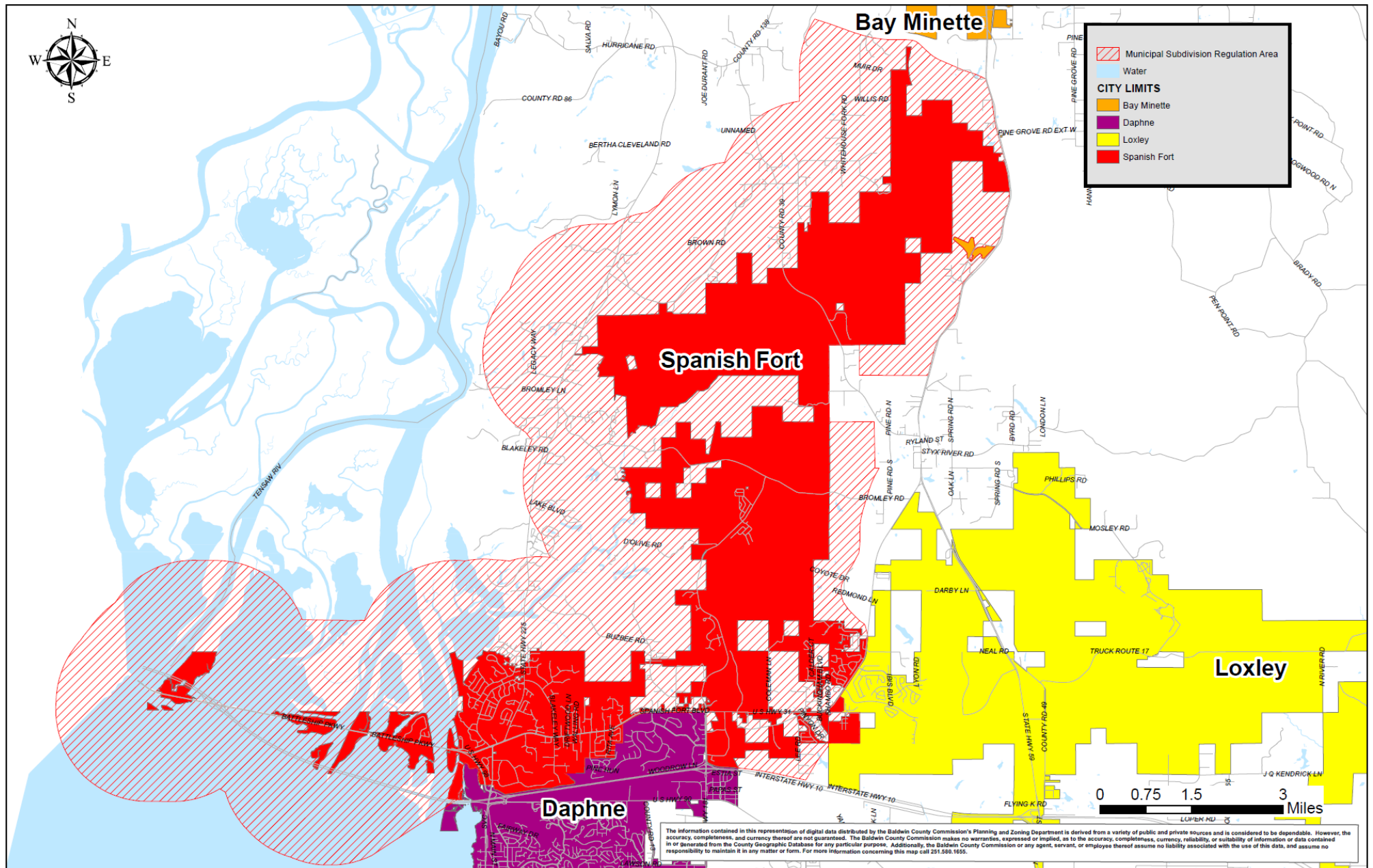


Exhibit B – Plat Certifications

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

Exhibit C – Building Construction Regulation Area Map

