

**STATE OF ALABAMA
COUNTY OF BALDWIN**

RESOLUTION # 2018-120

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF FOLEY
AND THE
PLANNING COMMISSION OF THE CITY OF FOLEY
CONCERNING THE EXERCISE OF
EXTRATERRITORIAL PLANNING JURISDICTION
AUTHORITY OVER SUBDIVISIONS**

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as “the COMMISSION”), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as “the MUNICIPALITY”), and the PLANNING COMMISSION OF THE CITY OF FOLEY (hereinafter referred to as “the MUNICIPAL PLANNING COMMISSION”), desire to enter into an agreement concerning the areas of their respective planning jurisdictions outside the corporate limits of the MUNICIPALITY; and

WHEREAS, the COMMISSION has the responsibility for the review of subdivisions of property within Baldwin County lying outside the corporate limits of the municipalities in the County and extraterritorial jurisdiction of the MUNICIPAL PLANNING COMMISSION as more particularly defined herein, and not lying inside the extraterritorial jurisdiction of any other municipal planning commissions in Baldwin County, and the MUNICIPAL PLANNING COMMISSION has particular responsibility for the review of subdivisions located in all land lying within the corporate limits of the MUNICIPALITY and its extraterritorial planning jurisdiction; and

WHEREAS, Section 11-52-30, Code of Alabama 1975, 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, subject to applicable state law, including, but not limited to, any applicable local legislation; and

WHEREAS, Alabama law provides that, if a county commission has adopted subdivision regulations pursuant to Section 11-24-1, et seq., Code of Alabama 1975, those subdivision regulations shall apply to the development of subdivisions outside the corporate limits of a municipality and the extraterritorial jurisdiction, subject to applicable state law, and shall be regulated and enforced in the same manner and to the same extent as other subdivision development governed by the subdivision regulations of the county; and

WHEREAS, Section 11-52-30 and Section 11-24-6 of the Code of Alabama 1975 provide that a county commission and municipal planning commission, subject to the approval of the agreement by resolution of the commission, the municipality and the municipal planning commission, may enter into a written agreement providing that the municipal planning commission shall be responsible for the regulation and enforcement of the development of subdivisions within the extraterritorial jurisdiction of the municipal planning commission under the terms and conditions of the agreement.

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

1. The extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION shall include all land depicted in Exhibit "A" and described in Exhibit "B". Said extraterritorial planning jurisdiction may be expanded by amendment of this Agreement or in accordance with applicable state law.
2. The MUNICIPAL PLANNING COMMISSION will exercise review authority over all subdivision developments within the MUNICIPALITY'S extraterritorial planning jurisdiction, subject to applicable state law and the terms of this Agreement.
3. Within the extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, the MUNICIPALITY and/or MUNICIPAL PLANNING COMMISSION shall approve subdivision regulations which incorporate by reference and/or require that the more stringent standards between the Baldwin County Subdivision Regulations and the MUNICIPALITY'S subdivision regulations shall apply. Upon receipt of a proposed subdivision plat and the required fees, the County Engineer shall review the subdivision plat and notify the MUNICIPALITY in writing that (1) the subdivision plat meets the standards of the Baldwin County Subdivision Regulations or (2) the subdivision plat does not meet the standards of the Baldwin County Subdivision Regulations and note the deficiencies. The COMMISSION shall have the right to terminate its obligations to review subdivision plats pursuant to this Agreement by providing ninety (90) days written notice to the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION. In the event the COMMISSION elects to terminate its obligations to review subdivision plats pursuant to this Agreement, all other terms and conditions of this Agreement shall remain in full force and effect.
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 territorial jurisdiction of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPALITY, no map or plat of any subdivision 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 Section 11-52-32, Code of Alabama 1975, and then certified by the county engineer or his or her designee within 30 days of being submitted to the county engineer. Approval by the county engineer shall not constitute approval in lieu of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPAL PLANNING COMMISSION.

5. The COMMISSION will exercise review authority over all subdivision developments lying outside the corporate limits of the MUNICIPALITY and extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, and not lying inside the corporate limits or extraterritorial planning jurisdiction of any other municipality in Baldwin County; provided that where a proposed subdivision lies partly in the planning jurisdiction of the COMMISSION and partly in the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, it shall be the responsibility of the MUNICIPAL PLANNING COMMISSION to review said subdivision, subject to the terms of this Agreement.
6. 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. In no event shall the annexation of land have the effect of increasing the extraterritorial jurisdiction of the MUNICIPAL PLANNING COMMISSION beyond the boundaries set forth in this Agreement. In the event annexation expands the MUNICIPALITY's corporate limits into the extraterritorial jurisdiction recognized by this Agreement, the parties hereby agree that such extraterritorial jurisdiction, to the extent it is annexed, will be extinguished, and the MUNICIPALITY's corporate limits will then delineate the extent of the MUNICIPALITY's jurisdiction for subdivision regulation in that area. To the extent annexation does result in the reduction of the MUNICIPALITY's extraterritorial jurisdiction in a given area, as set forth herein, any other remaining portion or portions of the extraterritorial jurisdiction shall remain unaffected.
7. Any provision of this Agreement to the contrary notwithstanding, in the case of any subdivision which has received approval from the COMMISSION prior to the date of this Agreement, the same shall continue to be solely under the jurisdiction of the COMMISSION as long as the approval remains effective or until the final plat is recorded for that particular development.
8. The MUNICIPALITY and/or the MUNICIPAL PLANNING COMMISSION and the COMMISSION reserve the right to amend their respective subdivision regulations as they deem necessary in accordance with applicable state law.
9. A copy of this Agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPAL PLANNING COMMISSION for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.

10. This Agreement shall become effective once the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, each adopt a resolution approving the Agreement, and shall continue in full force and effect until such time as it is mutually abolished by the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, subject to applicable 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 both the County and the MUNICIPALITY, with the parties equally sharing the costs thereof.
11. It is expressly understood that this Agreement can be modified or amended only by such mutual action of the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, whenever such modification or amendment is needed.
12. The parties hereto mutually agree that the Agreement entered into between the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION dated May 21, 2013, and styled "Agreement Between the Baldwin County Commission, the City of Foley and the Planning Commission of the City of Foley Concerning the Exercise of Extraterritorial Planning Jurisdiction Authority or Subdivisions" is hereby terminated and replaced in its entirety by this Agreement.
13. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving this Agreement.

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.

SIGNATURE PAGES TO FOLLOW

COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

Ronald J. Cink
County Administrator

By: _____
Frank Burt, Jr.
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that FRANK BURT, JR., whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD J. CINK, 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 _____, 2018.

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

MUNICIPALITY:

CITY OF FOLEY

ATTEST:

By: Kathryn Taylor
Its: City Clerk

By: John E. Koniar
Its: Mayor

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that JOHN E. KONIAR, whose name as Mayor of the CITY OF FOLEY, and KATHRYN TAYLOR, whose name as City Clerk of the CITY OF FOLEY, 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 _____, 2018.

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

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
CITY OF FOLEY

By: Phillip Hinesley
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that PHILLIP HINESLEY, whose name as Chairman of the Planning Commission of the City of Foley, 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 _____, 2018.

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