



COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
FAX (251) 580-2500
www.baldwincountyal.gov

AGENDA
1. BOARD REPORTS
2. PUBLIC HEARING
3. RESOLUTIONS
4. CHAIRMAN'S COMMENTS

May 21, 2013

Ms. Vicky Southern
City Clerk
City of Foley
Post Office Box 1750
Foley, Alabama 36535

RE: New Extraterritorial Jurisdiction Agreement Between the Baldwin County Commission, the City of Foley and the Planning Commission of the City of Foley

Dear Ms. Southern:

The Baldwin County Commission, during its regularly scheduled meeting held on May 21, 2013, adopted *Resolution #2013-073* which approves the *Extraterritorial Jurisdiction Agreement* between the Baldwin County Commission, the City of Foley and the Planning Commission of the City of Foley.

Enclosed is the **original Agreement (Resolution #2013-073)**. Please have the *Agreement* executed and return it to this office to the attention of Anu Gary, Records Manager. A **fully executed copy** of the *Agreement* will be returned to you for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Vince Jackson, Planning Director, at (251) 580-1655.

Sincerely,

A handwritten signature in black ink, appearing to read "Tucker Dorsey", is written over a horizontal line.

TUCKER DORSEY, Chairman
Baldwin County Commission

TD/met Item BL1

cc: Vince Jackson
Cal Markert

ENCLOSURE

**STATE OF ALABAMA
COUNTY OF BALDWIN**

RESOLUTION # 2013-073

**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 not lying inside the extraterritorial jurisdiction of any 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 sole review authority over all subdivision developments within its said extraterritorial planning jurisdiction, subject to applicable state law; provided, however, that if any part of a proposed subdivision lies within any portion of the extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, then the MUNICIPAL PLANNING COMMISSION and not the COMMISSION will have responsibility for review of said subdivision.
3. 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.
4. 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 as described in item 2 above.

5. 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.
6. 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.
7. 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.
8. 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, or is determined by a 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 both the County and the MUNICIPALITY, with the parties equally sharing the costs thereof.
9. 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.
10. The parties hereto mutually agree that the Agreement entered into between the COMMISSION and the City of Foley, dated September 19, 1995, and styled "Amended Resolution for Planning Jurisdiction" is hereby terminated and replaced by 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:

David A. Z. Brewer
County Administrator

By: Tucker Dorsey
Its: Chairman

MUNICIPALITY:

CITY OF FOLEY, ALABAMA

ATTEST:

By: Michael L. Thompson
Its: City Administrator

By: John E. Koniar
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
CITY OF FOLEY

By: David A. Horton
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that TUCKER DORSEY, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. Z. BREWER, 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 _____, 2013.

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 JOHN E. KONIAR, whose name as Mayor of the CITY OF FOLEY, ALABAMA, and MICHAEL L. THOMPSON, whose name as City Administrator of the CITY OF FOLEY, 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 _____, 2013.

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 DAVID A. HORTON, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF FOLEY, 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 _____, 2013.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

Fractional Section 24, Township 8 South, Range 3 East; thence continue East along the center of the right-of-way of County Road 10 approximately 4,010 feet to a point on the Western boundary of Fractional Section 39, Township 8 South, Range 4 East; thence continue East approximately 3,082 feet to a point in the Bon Secour River; thence in an overall Southeasterly direction along the meandering path of the Bon Secour River to its point of intersection with the Boggy Branch tributary, thence continuing generally Easterly along the meandering path of Boggy Branch for a total distance of approximately 1.8 miles to a point on the Western boundary of the Southeast Quarter of Fractional Section 20, Township 8 South, Range 4 East; thence South along said Western boundary approximately 250 feet to a point that defines the North Half of said Southeast Quarter of Fractional Section 20; thence East along the Southern boundary of said North Half of the Southeast Quarter of Fractional Section 20 approximately half a mile to a point on the Western boundary of Section 21, Township 8 South, Range 4 East; thence North along said Western boundary of Section 21 approximately a quarter-mile to the Northwest corner of the Southwest Quarter of said Section 21; thence East along the Southern boundary of the North Half of said Section 21 approximately 1 mile to a point on the Western boundary of Section 22, Township 8 South, Range 4 East; thence continue East along the Southern boundary of the North Half of said Section 22 approximately 1 mile to a point on the Western boundary of Section 23, Township 8 South, Range 4 East; thence continue East along the center of the right-of-way of Russian Road and along the Southern boundary of the North Half of said Section 23 approximately 1 mile to a point on the Western boundary of Section 24, Township 8 South, Range 4 East; thence continue East along the Southern boundary of the North Half of said Section 24 approximately 1 mile to a point on the Western boundary of Section 19, Township 8 South, Range 5 East; thence continue East along the Southern boundary of the North Half of said Section 19 approximately 4,500 feet to a point lying in Wolf Bay; thence North approximately 1.2 miles to a point; thence Northwest approximately .3 miles to a point; thence North approximately .4 miles to the Northwest corner of Parcel 05-62-03-07-0-001-023.095, said point having Alabama West State Plane Coordinates of 87° 36' 20" W, 30° 21' 33" N and lying in Section 7, Township 8 South, Range 5 East; thence West along the Northern edge of said Parcel 05-62-03-07-0-001-023.095 approximately 300 feet to a point; thence North along the Eastern edge of the West half of said Section 7 along the Eastern boundary of Parcel 05-62-03-07-0-001-022.013 and along the Western right-of-way of Miflin Creek Road approximately three-fourths of a mile to a point on the Northern boundary of said Section 7 and the center of the right-of-way of Miflin Road; thence West along the Northern boundary of said Section 7 and along the center of the right-of-way of Miflin Road approximately half a mile to the Southeast corner of Section 1, Township 8 South, Range 4 East; thence continue West along the Southern boundary of said Section 1 along the center of the right-of-way of Miflin Road approximately 1,530 feet to a point on the center of the right-of-way of Coleman Lane; thence Northwesterly along the meandering centerline of Coleman Lane approximately 1.05 miles to a point on the Southern boundary of Section 36, Township 7 South, Range 4 East; thence North along the centerline of Coleman Lane approximately half a mile to a point at the Northeastern corner of Parcel 05-54-07-36-0-000-001.032; thence West along said parcel approximately 550 feet to a point on the Southeast corner of the Northwest Quarter of Section 36, Township 7 South, Range 4 East; thence North

along the Eastern boundary of said Northwest Quarter of Section 36 and along an unused right-of-way approximately half a mile to a point on the Southern boundary of Section 25, Township 7 South, Range 4 East; thence continue North along the Eastern boundary of the West Half of said Section 25 approximately 1 mile to a point on the Southern boundary of Section 24, Township 7 South, Range 4 East; thence continue North along the Eastern boundary of the West Half of said Section 24 approximately 1 mile to a point on the Southern boundary of Section 13, Township 7 South, Range 4 East; thence West along the Southern boundary of said Section 13 approximately 1,365 feet to a point; thence North approximately 3,998 feet to a point; thence West approximately 1,375 feet to a point on the Western boundary of said Section 13; thence North along said Western boundary approximately 1,325 feet to the Southwest corner of Section 12, Township 7 South, Range 4 East; thence East along the Southern boundary of said Section 12 approximately 2,771 feet to the Southeast corner of the West Half of said Section 12; thence North along the Eastern boundary of the West Half of said Section 12 approximately a quarter-mile to a point on the center of the right-of-way of Woerner Road; thence East along the centerline of Woerner Road approximately a quarter-mile to a point where the right-of-way turns South; thence North approximately a quarter-mile to a point; thence East approximately a quarter-mile to a point on the Eastern boundary of said Section 12; thence North along the Eastern boundary of said Section 12 approximately half a mile to the Southwest corner of Section 6, Township 7 South, Range 5 East; thence continue North along the Western boundary of said Section 6 approximately half a mile to the Southwest corner of the Northwest Quarter of said Section 6; thence East along the Southern boundary of the North Half of said Section 6 approximately three-fourths of a mile to a point; thence North approximately a quarter-mile to a point; thence West approximately a quarter-mile to a point; thence North approximately a quarter-mile to a point on the Northern boundary of said Section 6 and on the center of the right-of-way of County Road 32; thence West along said Northern boundary of Section 6 and the center of the right-of-way of County Road 32 approximately half a mile to the Northeast corner of Section 1, Township 7 South, Range 4 East; thence continue West along said Northern boundary of said Section 1 and the center of the right-of-way of County Road 32 approximately 1 mile to the Northeast corner of Section 2, Township 7 South, Range 4 East; thence continue West along said Northern boundary of said Section 2 and the center of the right-of-way of County Road 32 approximately three-quarters of a mile to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South approximately a quarter-mile to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence West approximately a quarter-mile to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South along the Western boundary of said Section 2 approximately a quarter-mile to the Northeast corner of the Southeast Quarter of Section 3, Township 7 South, Range 4 East; thence West along the Northern boundary of the Southeast Quarter of said Section 3 approximately a quarter-mile to a point; thence South along the Western boundary of the East Half of the Southeast Quarter of said Section 3 to a point on the Northern boundary of Section 10, Township 7 South, Range 4 East; thence continue South along the Western boundary of the East Half of the Northeast Quarter of said Section 10 to a point on an unused right-of-way; thence West approximately 150 feet to the Northern boundary of the Foley-Beach

Express right-of-way; thence Northwesterly along said Northern boundary of the Foley-Beach Express right-of-way approximately three-fourths of a mile to a point on the Eastern boundary of Section 9, Township 7 South, Range 4 East; thence continue Northwesterly along said Northern boundary of the Foley-Beach Express right-of-way approximately half a mile to a point on the Western boundary of the East Half of said Section 9; thence West along said Northern boundary of the Foley-Beach Express right-of-way approximately a quarter-mile to a point; thence North approximately 250 feet to a point; thence West approximately a quarter-mile to a point on the Eastern right-of-way of County Road 73; thence South along the Eastern right-of-way of County Road 73 approximately 200 feet to a point; thence East approximately 645 feet to a point; thence South approximately 50 feet to a point on the Northern right-of-way of the Foley-Beach Express; thence West along the Northern right-of-way of the Foley-Beach Express approximately 670 feet to a point on the Eastern boundary of Section 8, Township 7 South, Range 4 East; thence continue West along the Northern right-of-way of the Foley-Beach Express to a point on the right-of-way of State Highway 59; thence Southeasterly along the center of the right-of-way of said State Highway 59 approximately 115 feet to a point; thence Southwesterly approximately 65 feet to a point on the Western right-of-way of said State Highway 59; thence West approximately 890 feet to a point; thence South approximately 215 feet to a point on the Southern boundary of an unused right-of-way; thence West approximately half a mile to the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South approximately 1,900 feet to a point; thence West approximately 330 feet to a point; thence North approximately 660 feet to a point; thence West approximately 1,000 feet to a point on the Eastern boundary of Section 7, Township 7 South, Range 4 East; thence South along the Eastern boundary of said Section 7 approximately a quarter-mile to the Southwest corner of said Section 7; thence West along the Southern boundary of said Section 7 approximately 650 feet to a point on the East side of Woodmont Subdivision; thence North approximately a quarter-mile to a point; thence West approximately 675 feet to a point; thence South approximately a quarter-mile to a point on the Southern boundary of said Section 7 and the Western side of Woodmont Subdivision; thence West along the Southern boundary of said Section 7 approximately 400 feet to a point; thence South approximately 360 feet to a point; thence West approximately 922 feet to a point on the center of the right-of-way of Daugherty Road; thence North along the centerline of Daugherty Road approximately 775 feet to a point; thence West approximately 221 feet to a point; thence South approximately 435 feet to a point on the Southern boundary of said Section 7; thence West along the Southern boundary of said Section 7 approximately 1,100 feet to a point; thence North approximately a quarter-mile to a point; thence East approximately 2,010 feet to a point; thence North approximately 920 feet to a point; thence West approximately 650 feet to a point in the center of the right-of-way of Daugherty Road; thence North along the centerline of Daugherty Road approximately 390 feet to a point; thence West approximately 440 feet to a point; thence South approximately 375 feet to a point; thence West approximately 900 feet to a point; thence North approximately 400 feet to a point; thence West approximately a quarter-mile to a point on the Eastern boundary of Section 12, Township 7 South, Range 3 East; thence continue West along the Northern boundary of the South Half of said Section 12 approximately 1 mile to the Eastern boundary of Section 11, Township 7 South, Range 3 East; thence continue West

along the Northern boundary of the South Half of said Section 11 approximately 1 mile to the Western boundary of said Section 11 and the Point of Beginning.