



COMMUNITY DEVELOPMENT DEPARTMENT

120 S. McKenzie St.

Foley, Alabama 36535

www.cityoffoley.org

(251) 952-4011

June 26, 2023

Mayor and City Council
City of Foley
407 East Laurel Avenue
Foley, Alabama 36535

RE: Planning Jurisdiction Agreement Extension Recommendation

Dear Mayor Hellmich and City Council Members:

The City of Foley Planning Commission held a regular meeting on June 21, 2023 and the following action was taken:

Planning Jurisdiction Agreement

Planning Commission Action:

Chairman Abrams made a motion to approve a 6 month extension for the Planning Jurisdiction Agreement. Commissioner Mixon seconded the motion. All Commissioners voted aye.

Motion to approve a 6 month extension for the Planning Jurisdiction Agreement passes.

Please let me know if you have any questions or concerns.

Respectfully,

Melissa Ringler

Melissa Ringler
Planning & Zoning Coordinator
mringler@cityoffoley.org

MAYOR: Ralph Hellmich

CITY ADMINISTRATOR: Michael L. Thompson

CITY CLERK: Kathryn Taylor

COUNCIL MEMBERS: J. Wayne Trawick; Vera Quaites; Richard Dayton; Cecil R. Blackwell; Charles Ebert III



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. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

August 2, 2022

The Honorable Ralph Hellmich, Mayor
City of Foley
Post Office Box 1750
Foley, Alabama 36536

RE: Planning Jurisdiction Agreement with City of Foley

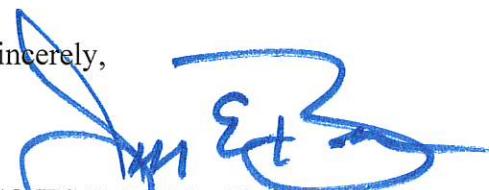
Dear Mayor Hellmich:

The Baldwin County Commission, during its regularly scheduled meeting held on August 2, 2022, adopted *Resolution #2022-141* which approves the *Planning Jurisdiction Agreement* between the Baldwin County Commission, the City of Foley, and the Planning Commission of the City of Foley, governing the regulation of subdivisions outside the City's corporate limits but within the municipal planning jurisdiction..

Enclosed is a **fully executed copy** of the *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me or Matthew Brown, Planning Director, at (251) 937-0264.

Sincerely,


JAMES E. BALL, Chairman
Baldwin County Commission

JB/clc Item BR4

cc: Miriam Boone, Community Development Director (via email – mboone@cityoffoley.com)
planning@baldwincountyal.gov

ENCLOSURE(S)

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

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"), 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.

WHEREAS, the COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION are parties to a previous agreement that established the planning jurisdiction around the MUNICIPALITY for the MUNICIPAL PLANNING COMMISSION to exercise and apply its subdivision regulations; and

WHEREAS, recent changes to State Law pertaining to planning jurisdictions have caused the parties to revisit and review their previous agreement;

NOW, THEREFORE, in consideration of the mutual benefits, rights, and responsibilities contained herein, the parties hereby agree as follows:

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION shall include all land located in the corporate limits of the MUNICIPALITY, as it may exist and change from time to time, and all land lying within the boundary depicted on Exhibit "A", which boundary is within one and one-half miles of the corporate limits of the MUNICIPALITY and is not located in the corporate limits of another municipality or within the planning jurisdiction of another municipality until December 31, 2022. See Map attached hereto as Exhibit A.

2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY as of January 1, 2023, shall include all land located in the corporate limits of the MUNICIPALITY and all land lying not located in any other municipality within a mile and a half from the corporate limits of the MUNICIPALITY, except that land lying within the planning jurisdiction of more than one municipality having a municipal planning commission, the jurisdiction of each municipal planning commission shall terminate at a boundary line equidistant from the

respective corporate limits of the municipalities until July 25, 2023. See Map attached hereto as Exhibit A.

3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks that are fully outside of the corporate limits of the MUNICIPALITY and inside of the boundary depicted on Exhibit A.

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 the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, administration, and enforcement of the development of subdivisions which are wholly or partly located within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, subject to applicable state law and the requirements of Section 11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

6. 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 planning 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 § 11-52-32, Code of Alabama, 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.

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, then the subdivision regulations of the MUNICIPAL PLANNING COMMISSION shall apply. The MUNICIPAL PLANNING COMMISSION may alter and amend its subdivision regulations in its sole discretion from time to time.

8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that in the case of any subdivision located outside the corporate limits of the MUNICIPALITY which has received preliminary plat 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 located outside the corporate limits 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.

10. Except as provided in paragraph 4 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.

11. 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.

12. 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.

13. This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) 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.

14. 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]

ATTEST:


Ronald Cink

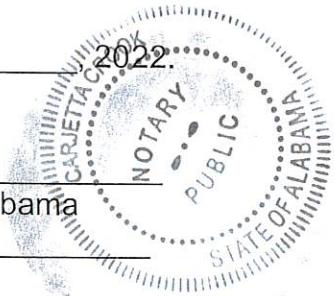
Interim County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Carjetta Crook, a Notary Public in and for said County in said State, hereby certify that JAMES E. BALL, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD CINK, whose name as Interim 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.

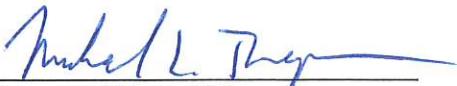
Given under my hand and seal this the 2nd day of August 2022.


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



My Commission Expires:
July 14, 2025

ATTEST:



By: Michael Thompson
Its: City Administrator

MUNICIPALITY:

CITY OF FOLEY,
ALABAMA

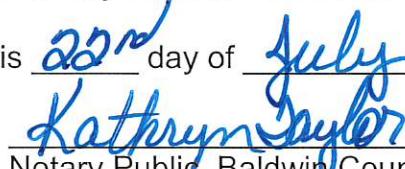


By: Ralph Hellmich
Its: Mayor

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Kathryn Taylor, a Notary Public in and for said County in said State, hereby certify that RALPH HELLMICH, whose name as Mayor of FOLEY, ALABAMA, and MICHAEL THOMPSON, whose name as City Clerk 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 22nd day of July, 2022.



Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires
June 28, 2025



MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
CITY OF FOLEY, ALABAMA

By: Wes Abrams
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Brenda W. Shambro, a Notary Public in and for said County in said State, hereby certify that Wes Abrams, whose name as Chairman of the PLANNING COMMISSION 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 25th day of July, 2022.

Brenda W. Shambro
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires
April 28, 2024

