



**COMMUNITY DEVELOPMENT DEPARTMENT**

120 S. McKenzie St.

Foley, Alabama 36535

[www.cityoffoley.org](http://www.cityoffoley.org)

(251) 952-4011

May 17, 2024

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

RE: Planning Jurisdiction Agreement

Dear Mayor Hellmich and City Council Members:

The City of Foley Planning Commission held a regular meeting on May 15, 2024 and the following action was taken:

**Planning Jurisdiction Agreement**

**Planning Commission Action:**

Commissioner Swanson made a motion to approve the Planning Jurisdiction Agreement. Commissioner Swanson seconded the motion. All Commissioners voted aye.

**Motion to approve the Planning Jurisdiction Agreement passes.**

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

Respectfully,

*Melissa Ringler*

Melissa Ringler  
Planning & Zoning Coordinator  
[mringle@cityoffoley.org](mailto:mringle@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

**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.

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 July 25, 2028. 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 July 25, 2024, 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, 2028. See Map attached hereto as Exhibit A.

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

4. 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.

5. 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.

6. Notwithstanding Paragraph 3 or Paragraph 5 above, any map or plat of a subdivision or development 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 County Planning Director, or their designees:

- a) Approved roadway access permit if the development will access a road maintained by the COMMISSION;
- b) Approved traffic study, if the development exceeds 50 lots or units, and would otherwise trigger a traffic study under the Baldwin County Subdivision Regulations;
- c) Approved drainage study, for any development 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 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.

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 at 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. 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, 2024, 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]

COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

\_\_\_\_\_  
Roger H. Rendleman  
County Administrator

\_\_\_\_\_  
By: Billie Jo Underwood  
Its: Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD, 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

MUNICIPALITY:

CITY OF FOLEY,  
ALABAMA

ATTEST:

\_\_\_\_\_  
By: Michael Thompson  
Its: City Administrator

\_\_\_\_\_  
By: Ralph Hellmich  
Its: Mayor

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
CITY OF FOLEY, ALABAMA

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

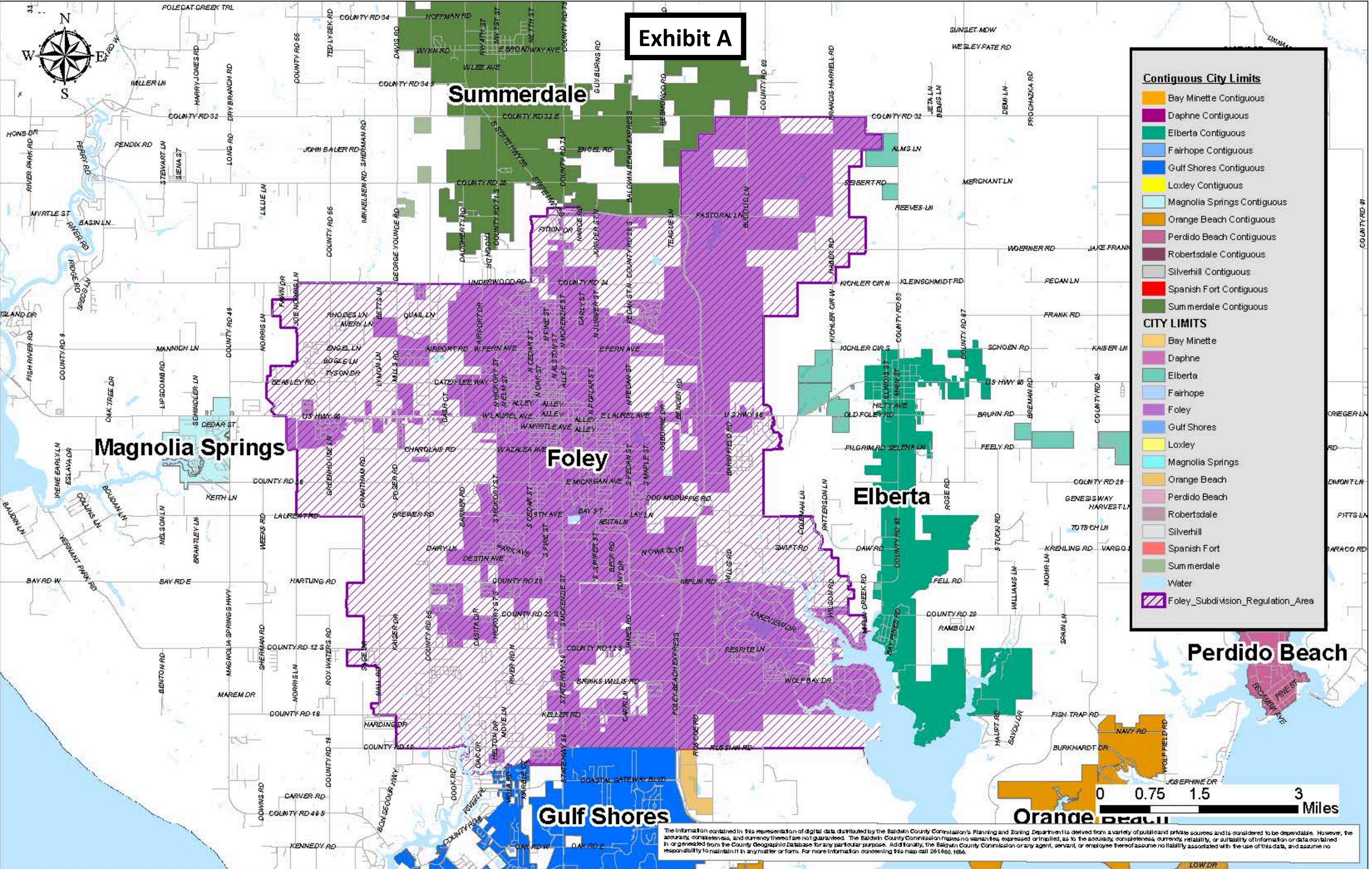
I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as Chairman of the PLANNING COMMISSION OF FOLEY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_



# Exhibit A



**Contiguous City Limits**

- Bay Minette Contiguous
- Daphne Contiguous
- Elberta Contiguous
- Fairhope Contiguous
- Gulf Shores Contiguous
- Loxley Contiguous
- Magnolia Springs Contiguous
- Orange Beach Contiguous
- Perdido Beach Contiguous
- Robertsdale Contiguous
- Silverhill Contiguous
- Spanish Fort Contiguous
- Summerdale Contiguous

**CITY LIMITS**

- Bay Minette
- Daphne
- Elberta
- Fairhope
- Foley
- Gulf Shores
- Loxley
- Magnolia Springs
- Orange Beach
- Perdido Beach
- Robertsdale
- Silverhill
- Spanish Fort
- Summerdale
- Water
- Foley\_Subdivision\_Regulation\_Area

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