



Legislation Text

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AN ORDINANCE APPROVING 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, 2024.

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 January 25, 2024. 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 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.

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.