

ORDINANCE NO. 588-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SPANISH FORT, THE BALDWIN COUNTY COMMISSION AND THE PLANNING COMMISSION OF THE CITY OF SPANISH FORT CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE PLANNING JURISDICTION OF THE CITY OF SPANISH FORT PLANNING COMMISSION

WHEREAS, Section 11-52-30, *Code of Alabama* (1975), was amended by Act No. 2021-297, with such amendments becoming effective July 26, 2021, ninety days after its approval by the Governor; and

WHEREAS, the amended Section 11-52-30(a)(1) provides that the planning jurisdiction of any municipal planning commission shall include all land located in the corporate limits of the municipality and all land lying within the police jurisdiction of the municipality on January 1, 2021; and

WHEREAS, the amended Section 11-52-30(a)(2) provides, *inter alia*, that beginning January 1, 2023, the planning jurisdiction of any municipal planning commission shall include all land located in the corporate limits of the municipality and all land not located in any other municipality within a mile and a half outside the corporate limits, unless extended by local law enacted after January 1, 2023, to include all land not located in any other municipality within three miles outside the corporate limits; and

WHEREAS, the amended Section 11-52-30(e)(1)(a) provides, that if a county commission has adopted subdivision regulations pursuant to Section 11-24-1, et seq., those subdivision regulations shall apply to the development of subdivisions within the planning jurisdiction of a municipal planning commission outside the corporate limits of a municipality and shall be regulated and enforced by the county commission in the same manner and to the same extent as other subdivision development governed by the county's subdivision regulations; and

WHEREAS, the amended Section 11-52-30(e)(1)(b) provides, that a county commission and a 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 planning jurisdiction of the municipal planning commission under the terms and conditions of the agreement as long as such agreement is approved by a resolution adopted by the county commission, an ordinance adopted by the municipal governing body, and a resolution adopted by the municipal planning commission of the municipality; and

WHEREAS, the Baldwin County Commission, the City of Spanish Fort, and the Municipal Planning Commission of the City of Spanish Fort, desire to enter into a written agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the City of Spanish Fort's corporate limits but within the municipal planning commission's planning jurisdiction; and

WHEREAS, the City of Spanish Fort has the legal authority to carry out the intent of this ordinance pursuant to Code of Alabama, Section 11-52-30 and other state laws and constitutional amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City of Spanish Fort hereby agrees to and consents to entering an agreement wherein the Municipal Planning Commission of the City of Spanish Fort shall have exclusive responsibility for the regulation, review, approval and enforcement of the development of subdivisions, as defined in Section 11-52-1(6) *Code of Alabama* (1975), within the planning jurisdiction of the City of Spanish Fort Municipal Planning Commission.

SECTION 2. That the Mayor of the City of Spanish Fort is hereby authorized to execute and deliver such documents or agreements to the Baldwin County Commission as

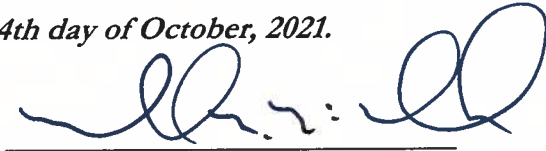
are necessary or requested to carry out the intent of this Ordinance. A copy of the proposed agreement is attached as Exhibit 1, subject to any changes deemed necessary by the Mayor.

SECTION 3. The City Council of the City of Spanish Fort endorses the adoption of a resolution by the Planning Commission of the City of Spanish Fort approving the agreement in similar form as that attached as Exhibit 1 hereto.

SECTION 4. If any part, section or subdivision of this Ordinance 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 Ordinance, which shall continue in full force and effect notwithstanding such holding.

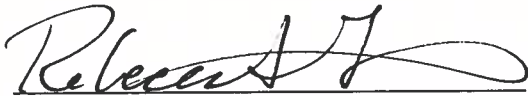
SECTION 5. This Ordinance shall become effective upon its adoption.

ADOPTED and APPROVED this 4th day of October, 2021.



Michael M. McMillan
Mayor

Attest:



Rebecca A. Gaines
City Clerk

Exhibit 1

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

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF SPANISH FORT, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF SPANISH FORT (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.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY and all land lying within one and a half miles from the corporate limits of the MUNICIPALITY, less and except any areas omitted from the Map until July 25, 2023. See Map attached hereto as Exhibit A.
2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks.
3. 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.
4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, and enforcement of the development of subdivisions within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION subject to applicable state law and the requirements of §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. 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 and outside the corporate limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.

7. 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.

8. 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.

9. Except as provided in paragraph 3 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.

10. 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.

11. 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 within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

12. 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.

13. 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:

Wayne Dyess
County Administrator

By: Joe Davis, III
Its: Chairman

MUNICIPALITY:

SPANISH FORT,
ALABAMA

ATTEST:

By: Rebecca A. Gaines
Its: City Clerk

By: Michael M. McMillan
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
CITY OF SPANISH FORT, ALABAMA

By: Carl Nelson
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, 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 _____, 2021.

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 Michael M. McMillan, whose name as Mayor of the CITY OF SPANISH FORT, ALABAMA, and Rebecca A. Gaines, whose name as City Clerk of the CITY OF SPANISH FORT, 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 _____, 2021.

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

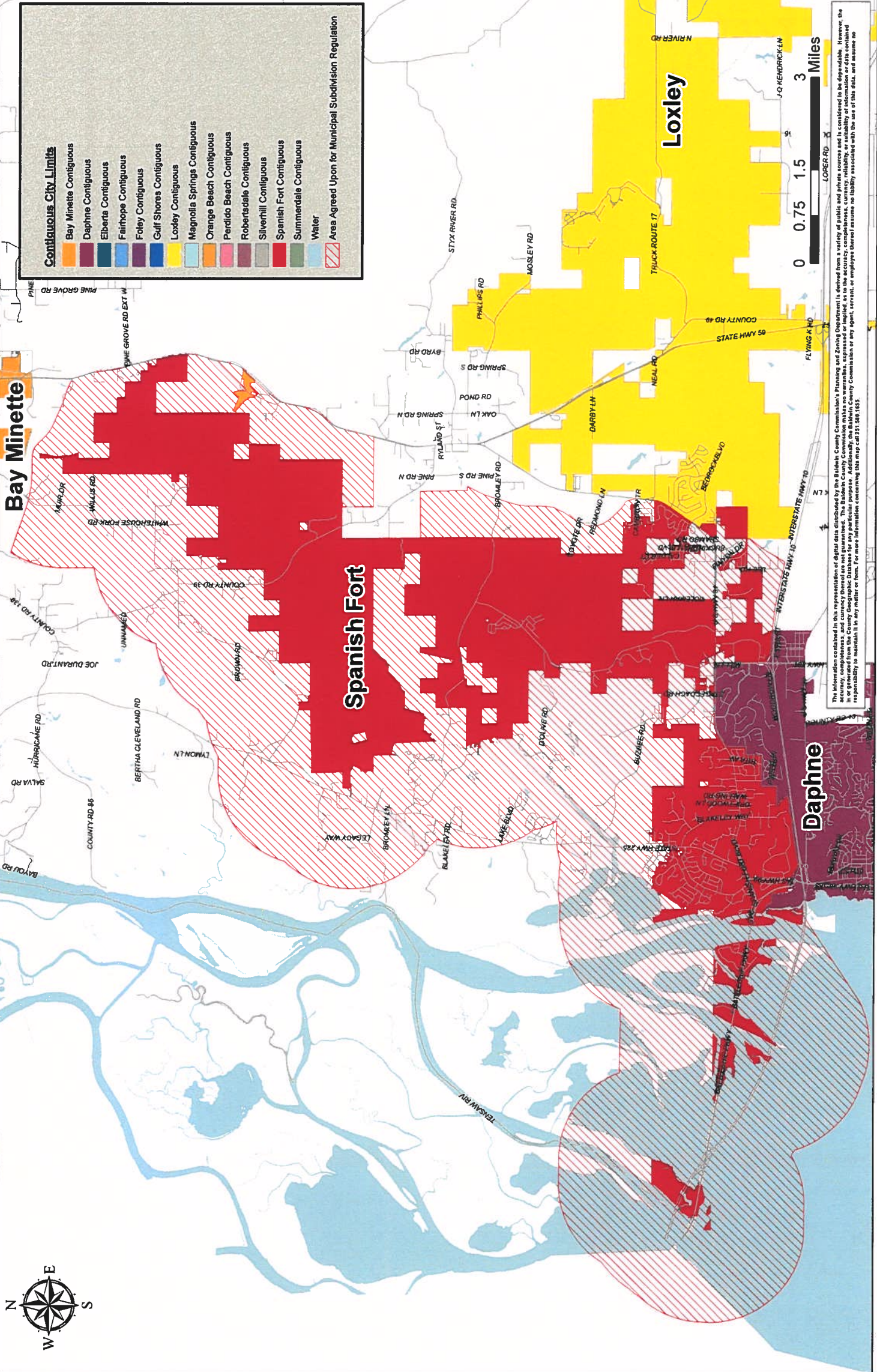
STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that Carl Nelson, whose name as Chairman of the PLANNING COMMISSION of the CITY OF SPANISH FORT, 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 _____, 2021.

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

Exhibit A



Contiguous City Limits

- Bay Minette Contiguous
- Daphne Contiguous
- Elberta Contiguous
- Fairhope Contiguous
- Foley Contiguous
- Gulf Shores Contiguous
- Loxley Contiguous
- Magnolia Springs Contiguous
- Orange Beach Contiguous
- Perdido Beach Contiguous
- Robertsdale Contiguous
- Silverhill Contiguous
- Spanish Fort Contiguous
- Summerdale Contiguous
- Water
- Area Agreed Upon for Municipal Subdivision Regulation



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