



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

January 7, 2015

The Honorable Patsy W. Parker
Mayor
Town of Perdido Beach
9212 County Road 97
Perdido Beach, Alabama 36530

RE: Planning and Zoning Agreement with the Town of Perdido Beach

Dear Mayor Parker:

Please find enclosed a **fully executed original** *Agreement* approved during the November 4, 2014, Baldwin County Commission meeting, between the Commission and the Town of Perdido Beach. The *Agreement* authorizes the County's Planning and Zoning Department to administer the Town of Perdido Beach's Land Use and Zoning Ordinance and Subdivision Regulations within the corporate limits of the Town of Perdido Beach. The *Agreement* commenced on January 6, 2015, and shall expire on January 6, 2018. Either party shall be entitled to terminate this *Agreement* by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.

If you have any questions or need further assistance, please do not hesitate to contact Vince Jackson, Planning Director, at (251) 580-1655, Extension 7238.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BH2

cc: Vince Jackson
Cal Markert

ENCLOSURE

STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2015-033

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING An Agreement for the Administration of the Land Use and Zoning Ordinance and Subdivision Regulations for the Town of Perdido Beach, Alabama, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 11-102-1 THROUGH SECTION 11-102-8 OF THE CODE OF ALABAMA 1975.

WHEREAS, the Town of Perdido Beach, Alabama has requested the services of the Baldwin County Planning and Zoning Department to assist with the administration of the Town Land Use and Zoning Ordinance and Subdivision Regulations; and

WHEREAS, Title 11, Chapter 102 of the Code of Alabama 1975 provides requirements for Common Service Contracts by Counties and Municipalities; and

WHEREAS, the Baldwin County Commission held a regular meeting on November 4, 2014, and considered the proposed Agreement (Attachment "A"); and,

WHEREAS, the requirements of Title 11, Chapter 102 of the Code of Alabama 1975 as it relates to Common Service Contracts by Counties and Municipalities, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the Agreement between the Baldwin County Commission and the Town of Perdido Beach (Attachment "A") which authorizes the administration of the Town Land Use and Zoning Ordinance and Subdivision regulations by the Baldwin County Planning and Zoning Department, is hereby **APPROVED** .

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 4th day of November, 2014.

CF Gruber

Honorable Charles F. Gruber, Chairman

ATTEST: *[Signature]*

David A.Z. Brewer, County Administrator



Town of Perdido Beach

ORDINANCE 2014-05 DETERMINATION OF THE TOWN COUNCIL, REGARDING An Agreement for the Administration of the Perdido Beach Land Use and Zoning Ordinance 2011-02 and the Town of Perdido Beach Subdivision Regulations, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO TITLE 11-102-1 THROUGH TITLE 11-102-8 OF THE CODE OF ALABAMA, 1975.

WHEREAS, the Town Council of the Town of Perdido Beach, Alabama has requested the services of the Baldwin County Planning and Zoning Department to assist with the administration of the Town's Land Use and Zoning Ordinance and Subdivision Regulations; and

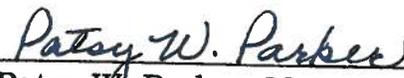
WHEREAS, Title 11, Chapter 102 of the Code of Alabama, 1975, provides requirements for Common Service Contracts by Counties and Municipalities; and

WHEREAS, the Town Council of the Town of Perdido Beach, Alabama, believes it is in the best interest of the Town and its citizens to enter into an agreement with Baldwin County, Alabama, to assist the Town with the administration of its Land Use and Zoning Ordinance and Subdivision Regulations; and

WHEREAS, the requirements of Title 11, Chapter 102 of the Code of Alabama, 1975, as it relates to Common Service Contracts by Counties and Municipalities, have been met.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL of the Town of Perdido Beach, Alabama, that the agreement between the Baldwin County Commission and the Town of Perdido Beach ("*Attachment A*") which authorizes the administration of the Town's Land Use and Zoning Ordinance 2011-02 and Subdivision Regulations by the Baldwin County Planning and Zoning Department, is hereby approved.

DONE, under the Seal of the Town of Perdido Beach, Alabama, on this the 24th day of November, 2014.


Patsy W. Parker, Mayor

ATTEST:


Lynn Thompson, Town Clerk
Stacy M. Hickey
COUNCIL PERSON SIGNATURE



Attachment "A"

**AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF PERDIDO BEACH, ALABAMA
(Land Use and Zoning Ordinance and Subdivision Regulations)**

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION," and the TOWN OF PERDIDO BEACH, ALABAMA, hereinafter referred to as "the MUNICIPALITY," desire to enter into an agreement concerning the administration of the MUNICIPALITY's Land Use and Zoning Ordinance # 2011-02 and Subdivision Regulations, and as the same may be amended from time to time, within the corporate limits and/or planning jurisdiction of the MUNICIPALITY, as applicable, consistent with Section 11-102-1 through Section 11-102-8 of the Code of Alabama 1975; and

WHEREAS, the MUNICIPALITY wishes the COMMISSION to administer the MUNICIPALITY's Land Use and Zoning Ordinance # 2011-02 and Subdivision Regulations, and as the same may be amended from time to time, within the corporate limits and/or planning jurisdiction of the MUNICIPALITY, as applicable, and any successor thereto, and hereby assents to said administration by the COMMISSION.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall administer the MUNICIPALITY's Land Use and Zoning Ordinance # 2011-02 and Subdivision Regulations, and as the same may be amended from time to time, and any successor thereto, within the corporate limits and/or planning jurisdiction of the MUNICIPALITY, as applicable, as requested by the MUNICIPALITY in accordance with applicable state law.

Activities performed shall include the following:

- a. Accept and review applications and permits for compliance with the zoning ordinance. In the event of permit applications for major projects, planning staff will coordinate with engineering staff on review of submitted drainage plans.
 - b. Perform GIS mapping duties, including the updating of maps based on approved rezoning applications.
 - c. Review of subdivisions.
2. All fees generated from said administration of the MUNICIPALITY's Land Use and Zoning Ordinance # 2011-02 and Subdivision Regulations, and as the same may be amended from time to time, and any successor thereto, shall be the property of the COMMISSION.
 3. The MUNICIPALITY shall appoint a municipal administrator who will coordinate efforts between the COMMISSION and the MUNICIPALITY.
 4. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate this Agreement by passing a resolution expressing said party's desire to terminate, with or without cause, and providing written notice of the same to the other party.
 5. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all

claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

- 6. This Agreement may be amended or modified only by the written consent and agreement of the parties to this Agreement at the time of such amendment.**
- 7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.**
- 8. This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties, and there are no other responsibilities, conditions, covenants or agreements which shall be binding upon the parties.**
- 9. The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement and that normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.**

10. No provision contained herein shall be construed to confer any benefit, direct or indirect, on any person or entity who is not a party to the execution of this Agreement, and no person or entity shall be deemed a third-party beneficiary of this Agreement.
11. The MUNICIPALITY represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein.
12. In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
13. This Agreement shall be deemed to have been made within the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder shall be determined under, governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have executed this Agreement on the day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION



Charles F. Gruber
Chairman

ATTEST:



~~David A. Z. Brewer, County Administrator~~
Ronald J. Cink, Interim County Administrator



TOWN OF PERDIDO BEACH, ALABAMA

Patsy W. Parker 12-29-14
Patsy W. Parker Date
Mayor

ATTEST:

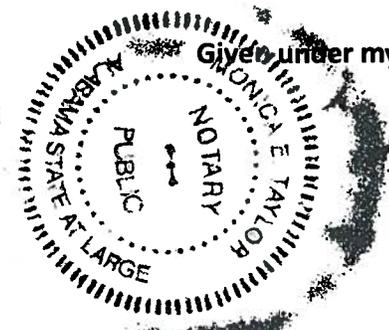
Lynn Thompson
Lynn Thompson, Town Clerk

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and ^{Ronald P. Cink} ~~DAVID A. Z. BREWER~~, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and 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 the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 6th day of January, ²⁰¹⁵ ~~2014~~.



Monica E. Taylor

Notary Public, Baldwin County, Alabama

My Commission Expires: My Commission Expires 09/05/2016

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Brigette L Courtney, a Notary Public, in and for said County in said State, hereby certify that PATSY W. PARKER, whose name as Mayor, and LYNN THOMPSON, whose name as Town Clerk of the TOWN OF PERDIDO BEACH, 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 the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this 29th day of December, 2014.

Brigette L. Courtney

Notary Public, Baldwin County, Alabama

My Commission Expires: July 25, 2016

