

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

February 24, 2023

The Honorable Kim Koniar, Mayor
Town of Magnolia Springs
Post Office Box 890
Magnolia Springs, Alabama 36555

RE: Town of Magnolia Springs - Agreement for Enforcement of Flood Damage Prevention Ordinance

Dear Mayor Koniar:

The Baldwin County Commission, during its regularly scheduled meeting held on February 24, 2023, took the following actions:

- 1) With respect to Section 34-14A-12 of the Code of Alabama 1975, approve the Baldwin County Building Inspection Department to enforce the Town of Magnolia Springs Flood Damage Prevention Ordinance No. 2019-01 and any amendments thereto within the corporate limits of the Town of Magnolia Springs, Alabama, with the understanding that all fees collected under this approval and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and
- 2) Authorize me, as Chairman, to execute the *Flood Damage Prevention Ordinance Agreement* between the Baldwin County Commission (Building Inspection Department) and the Town of Magnolia Springs, Alabama, to accomplish the aforementioned.

The term of this *Agreement* shall be for thirty-six (36) months beginning on the date of full execution, and either party shall be entitled to terminate the *Agreement* by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.

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

If you have any questions or need further assistance, please do not hesitate to contact me at or Eddie Harper, Building Official, at (251) 937-0264.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CG/clc Item CF4

cc: Eddie Harper
Mindy Smith

ENCLOSURE(S)

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF MAGNOLIA SPRINGS, ALABAMA
[Enforcement of the Flood Damage Prevention Ordinance]**

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION", and the TOWN OF MAGNOLIA SPRINGS, ALABAMA, hereinafter referred to as "the MUNICIPALITY", desire to enter into an agreement concerning the enforcement of the MUNICIPALITY'S Flood Damage Prevention Ordinance, Ordinance No. 2019-01, within the corporate limits of the of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the MUNICIPALITY'S Flood Damage Prevention Ordinance, Ordinance No.2019-01, and any amendments thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.


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 enforce the MUNICIPALITY'S Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said administration and enforcement of the MUNICIPALITY'S Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments thereto, shall be the property of and retained by the COMMISSION.
3. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of 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 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 any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

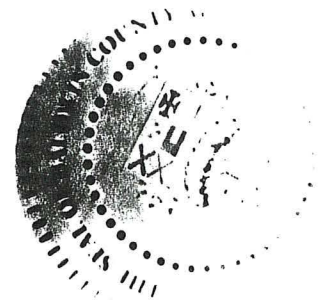
IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed this Agreement on the day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION

 02/24/2023
Commissioner Charles F. Gruber, Chairman Date

ATTEST:


Ronald J. Cink, Budget Director/Interim
County Administrator



TOWN OF MAGNOLIA SPRINGS



Kim Koniar, Mayor



Date

ATTEST:



Hannah Driskell, Town Clerk

This instrument prepared by:
Mindy Smith, Permit Administrator
Building Department
Baldwin County Commission
201 East Section Avenue
Foley, Alabama 36535