

RESOLUTION 2023-03

AUTHORIZING MAYOR TO THE ENTER INTO AGREEMENT WITH THE BALDWIN COUNTY COMMISSION FOR BALDWIN COUNTY TO WITHIN THE CORPORATE LIMITS OF THE TOWN OF MAGNOLIA SPRINGS, ALABAMA, THE BUILDING CODES OF BALDWIN COUNTY, ALABAMA, AND THE FLOOD DAMAGE PREVENTION ORDINANCE 2010-08 OF THE TOWN OF MAGNOLIA SPRINGS, ALABAMA.

WHEREAS, the Town Council believes it would be in the Town's best interest to authorize the Baldwin County Commission to enforce, within the corporate limits of the Town of Magnolia Springs, the building codes of Baldwin County and the Flood Damage Prevention Ordinance 2010-08 of the Town of Magnolia Springs. The Town also authorizes payment to Baldwin County of any associated fees related to enforcement, within the corporate limits of the Town of Magnolia Springs, of the Building Codes of Baldwin County and the Flood Damage Prevention Ordinance of the Town of Magnolia Springs. This authorization is consistent with Title 34-14A-12 of the Code of Alabama 1975.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Town of Magnolia Springs, Alabama, that Mayor Kim Koniar is hereby authorized to enter into an agreement with the Baldwin County Commission, for the purpose of authorizing Baldwin County to enforce, within the corporate limits of the Town of Magnolia Springs, Alabama, the Building Codes of Baldwin County and the Flood Damage Prevention Ordinance Number 2010-08 of the Town of Magnolia Springs. Said agreement shall last until such time as the Town of Magnolia Springs, Alabama, takes action to rescind such authority.

Adopted, this the 28th day of February 2023.

Kim Koniar - Mayor

ATTEST:

Hannah Driskell - Town Clerk



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 Building Laws and

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 <u>Code of Alabama</u> 1975, approve the Baldwin County Building Inspection Department to enforce the building codes adopted by the Baldwin County Commission 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 *Building Laws and Codes 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

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CG/clc Item CF3

cc:

Eddie Harper Mindy Smith

ENCLOSURE(S)

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE

TOWN OF MAGNOLIA SPRINGS, ALABAMA [Building Laws and Codes]

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 establishment and enforcement of Building Laws and Codes 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 Building Code of Baldwin County, and any successor 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:

- The COMMISSION shall enforce the Building Code of the County (the Code), and any successor thereto, within the corporate limits of the MUNICIPALITY.
- All fees generated from administration and enforcement of said building Code, and any successor thereto, shall be the property of and retained by the COMMISSION.
- The COMMISSION shall enforce the Code in the same manner as it enforces the Code in the unincorporated areas of the County.
- The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.

- 5. 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.
- 6. 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

Commissioner Charles F. Gruber, Chairman Date

ATTEST:

Ronald J. Cink, Budget Director/Interim

County Administrator



TOWN OF MAGNOLIA SPRINGS

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



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507

(251) 937-0264 Fax (251) 580-2500 www.baldwincountyal.gov

February 24, 2023

DISTRICT 1, JAMES E, BALL
2, MATTHEW P, McKENZIE
3, BILLIE JO UNDERWOOD
4, CHARLES F, GRUBER

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 <u>Code of Alabama</u> 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

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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 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:

- 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.
- 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.
- 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

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