

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 in the planning jurisdiction.
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 of the corporate limits and inside the planning jurisdiction 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 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]



Wayne Dyess
County Administrator

COMMISSION:

BALDWIN COUNTY COMMISSION

By: James E. Ball
Its: Chairman

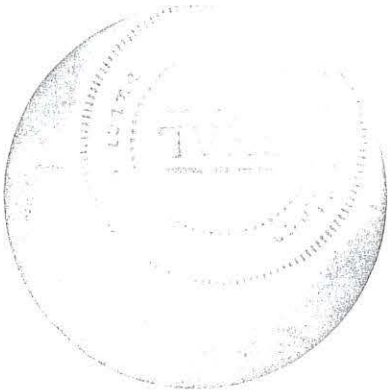
ATTEST:

Hannah Daskell
By: Hannah Daskell
Its: Town Clerk

MUNICIPALITY:

MAGNOLIA SPRINGS,
ALABAMA

Kim Koniar
By: Kim Koniar
Its: Mayor



MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
TOWN OF MAGNOLIA SPRINGS,
ALABAMA

M.A. MATIX
By: M.A. MATIX
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Carjetta Crook, a Notary Public in and for said County in said State, hereby certify that ~~JOE DAVIS III~~ ^{James E. Bati}, 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 21st day of December, 2021.

Carjetta Crook

Notary Public, Baldwin County, Alabama

My Commission Expires: My Commission Expires:

July 14, 2025



STATE OF ALABAMA
COUNTY OF BALDWIN

I, Beth Johnson, a Notary Public in and for said County in said State, hereby certify that Kim Koniar, whose name as Mayor of the [MUNICIPALITY], ALABAMA, and Hannah Driskell, whose name as Town Clerk of the [MUNICIPALITY], 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 13 day of December, 2021.

Beth Johnson

Notary Public, Baldwin County, Alabama

My Commission Expires: 2-25-23

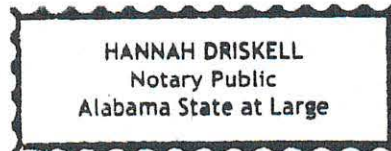


STATE OF ALABAMA
COUNTY OF BALDWIN

I, Hannah Driskell, a Notary Public in and for said County in said State, hereby certify that Mark Mattox, whose name as Chairman of the PLANNING COMMISSION OF THE [MUNICIPALITY], 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.

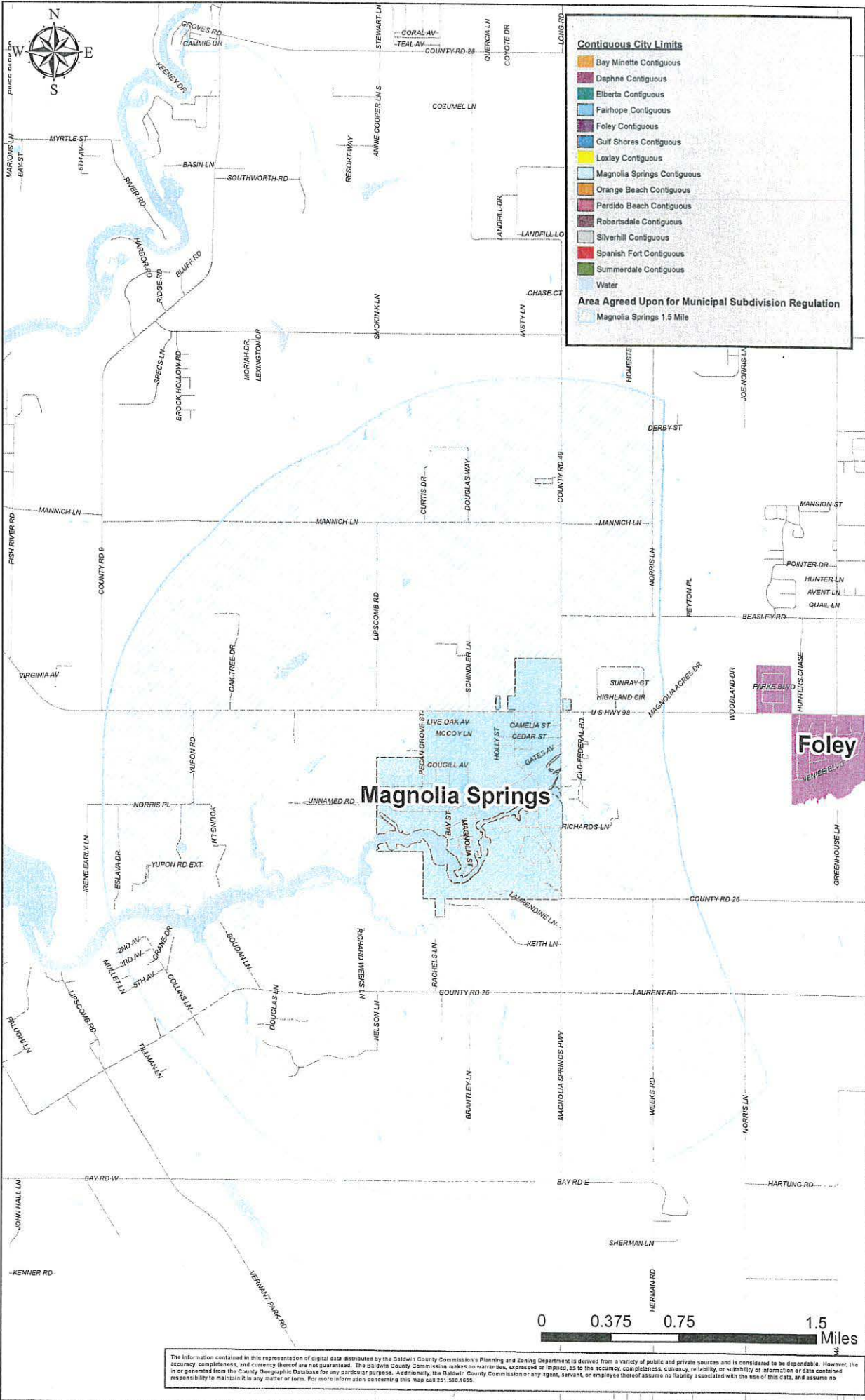
Given under my hand and seal this 7th day of December, 2021.

Hannah Driskell
Notary Public, Baldwin County, Alabama
My Commission Expires: Sept. 28, 2024



My Commission Expires
September 28, 2024

Exhibit A – [MUNICIPALITY] Police Jurisdiction as of January 1, 2021



Contiguous City Limits

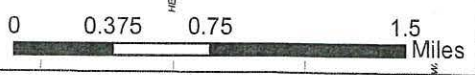
- Bay Minette Contiguous
- Daphne Contiguous
- Elberta Contiguous
- Fairhope Contiguous
- Foley Contiguous
- Gulf Shores Contiguous
- Loxley Contiguous
- Magnolia Springs Contiguous
- Orange Beach Contiguous
- Perdido Beach Contiguous
- Robertsdale Contiguous
- Silverhill Contiguous
- Spanish Fort Contiguous
- Summerdale Contiguous
- Water

Area Agreed Upon for Municipal Subdivision Regulation

- Magnolia Springs 1.5 Mile

Foley
VENICE BLVD

Magnolia Springs



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranty, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.365.1655.

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF MAGNOLIA SPRINGS, ALABAMA, AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH THE BALDWIN COUNTY COMMISSION
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE
PLANNING JURISDICTION OF THE MUNICIPAL PLANNING COMMISSION

WHEREAS, by Resolution 2018-06, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits, in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Alabama Legislature Act No. 2021-297, Baldwin County Commission, the Magnolia Springs Planning Commission, and the Town of Magnolia Springs desire to enter into a Municipal Planning Jurisdiction agreement that replaces the Town of Magnolia Springs Planning Commission's ETJ with the Baldwin County Commission.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Magnolia Springs, Alabama as follows:

Section 1: The Planning Jurisdiction Agreement attached hereto as Exhibit "1" is approved by the Town Council of the Town of Magnolia Springs.

Section 2: The Town Council hereby authorizes the Mayor to enter into the Planning Jurisdiction Agreement attached hereto as Exhibit "1".

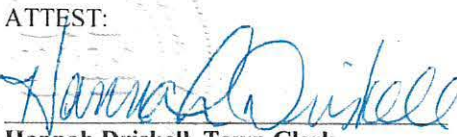
Severability Clause: If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such as holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date: This ordinance shall take effect on January 1, 2022.

Approved and Adopted this the 14th day of December 2021.

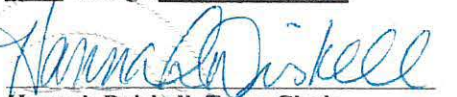


Kim Koniar, Mayor

ATTEST:


Hannah Driskell, Town Clerk

TOWN OF MAGNOLIA SPRINGS, ALABAMA Certificate of Publication. This is to certify that Ordinance Number 2021-01, Town of Magnolia Springs, Alabama, was published by posting on at least three (3) Bulletin Boards in the Town, Magnolia Springs Post Office, United Bank, and at the mayor's office from December 17, 2021 through January 17, 2021.



Hannah Driskell, Town Clerk

RESOLUTION NO. 2021-02

AUTHORIZING THE PLANNING COMMISSION TO RECOMMEND TO THE TOWN COUNCIL TO ENTER INTO A PLANNING COMMISSION JURISDICTION AGREEMENT WITH BALDWIN COUNTY CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS

WHEREAS, by Resolution 2018-06, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits, in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission, and the Town of Magnolia Springs desire to enter into a Municipal Planning Jurisdiction agreement that replaces the Town of Magnolia Springs Planning Commission's ETJ with Baldwin County.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Magnolia Springs, Alabama as follows:

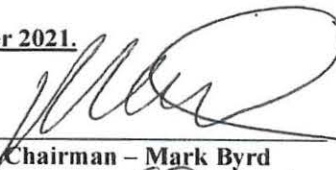
Section 1: The Planning Jurisdiction Agreement attached hereto as Exhibit "1" is approved by the Town of Magnolia Springs Planning Commission.

Section 2: The Town of Magnolia Springs Planning Commission hereby recommends the Town Council to enter into the Planning Jurisdiction Agreement attached hereto as Exhibit "1".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 7th day of December 2021.

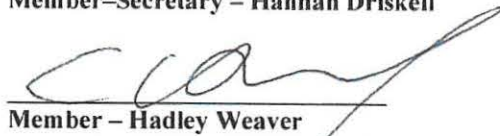

Chairman - Mark Mattox

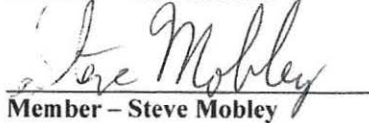

Vice Chairman - Mark Byrd

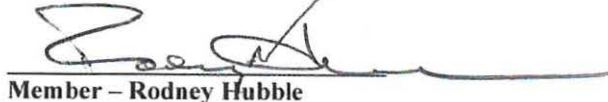

Member - Ross Houser


Member-Secretary - Hannah Driskell

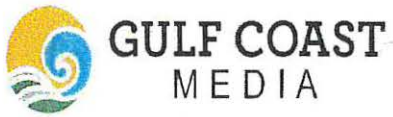

Member - Lauren Mote


Member - Hadley Weaver


Member - Steve Mobley


Member - Rodney Hubble

Member - Nick Klarman



Printer Affidavit:

This is to certify the attached advertisement
Appeared in The Courier, The Islander & The Onlooker
Issues of Gulf Coast Media.

Publication Date(s):
January 12, 2022

Account # 987101 PO # _____

Cost \$ 1,606.50 Ad # 283113

Bill To:
BC Planning & Zoning

Mail payments to:
Gulf Coast Media PO Box 1677 – Sumter, SC 29151

Bethany Summerlin
Bethany Summerlin, Ad Representative

Sworn to and subscribe before me
This 13th day of January, 20 22
Amber Kimbler
Amber Kimbler

Notary Public for Alabama
My commission expires on April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022



JESSICA VAUGHN
jvaughn@gulfcoastmedia.com

OLEY — At the Jan. 3 meeting, the Foley City Council approved amendments to the zoning ordinance, with more proposed amendments scheduled to appear in the near future. Recently, the council was presented with a draft of the ordinance amendments. Prior approval, further modifications were made to the docu-

...but it was decided before the vote to leave the number of units at 12. A future amendment planned to appear before the council concerns single-sided wooden fences and the direction the finished side should face.

Councilman Charlie Ebert voiced his desire to see the zoning ordinance require the finished side to be facing away from the development.

"It'll protect neighbors and conflicts within neighbor-

...the house in this instance...
The request is scheduled to appear before the Foley Planning Commission during its January or February meeting for recommendation.

"We've been working diligently at the planning commission level because of the growth to get good developments," said Mayor Ralph Hellmich. "We still have some densities, but we have also improved water headway capability, we have better ordi-

zones, and it is modifying a couple of things that we didn't particularly want to see developed that way, so I think this is a good modification."

He said as Foley's population increases, more modifications will be made to the zoning ordinance, as is done with the comprehensive plan.

"This is a living document, and we're continuing to bring changes forward that help us move forward with our city and development," he said.

is obligated... one individual, so we can't always fill the vacancies with part-time and therefore to mandatory folks."

If awarded the grant, Darby said he believes the funds should be received beginning sometime May - September. The grant offers 180 days for the hiring process. The three years begins at the end of the hiring process.

Darby said the additional staff will help the department's score, which in turn could improve its ISO rating. The department's current ISO rating is three. The best score a department can receive is or



COUNTY COMMISSION

BALDWIN COUNTY
619. Cantonment Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 907-0264
Fax (251) 980-2660
www.baldwincountyal.gov

December 21, 2021

The Honorable Kim Koniar, Mayor
Town of Magnolia Springs
Post Office Box 890
Magnolia Springs, Alabama 36555
ATTN: Hannah Driskell, Town Clerk

RE: Planning Jurisdiction Agreement with Town of Magnolia Springs

Dear Mayor Koniar:

The Baldwin County Commission, during its regularly scheduled meeting held on December 21, 2021, adopted Resolution #2022-039 which approves the Planning Jurisdiction Agreement between the Baldwin County Commission, the Town of Magnolia Springs, and the Planning Commission of the Town of Magnolia Springs, governing the regulation of subdivisions outside the Town's corporate limits but within the municipal planning jurisdiction.

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 (251) 990-4620 or Matthew Brown, Planning Director, at (251) 580-7295.

Sincerely,

JAMES E. HALL, Chairman
Baldwin County Commission

JD/cic Item HA2

cc: Matthew Brown

ENCLOSURE(S)

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
WITHIN THE PLANNING JURISDICTION OF THE
MUNICIPAL PLANNING COMMISSION

TOWN OF MAGNOLIA SPRINGS

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAGNOLIA SPRINGS, ALABAMA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BALDWIN COUNTY COMMISSION CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE PLANNING JURISDICTION OF THE MUNICIPAL PLANNING COMMISSION

WHEREAS, by Resolution 2018-06, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits, in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Alabama Legislature Act No. 2021-297, Baldwin County Commission, the Magnolia Springs Planning Commission, and the Town of Magnolia Springs desire to enter into a Municipal Planning Jurisdiction agreement that replaces the Town of Magnolia Springs Planning Commission's ETJ with the Baldwin County Commission.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Magnolia Springs, Alabama as follows:

Section 1: The Planning Jurisdiction Agreement attached hereto as Exhibit "1" is approved by the Town Council of the Town of Magnolia Springs.

Section 2: The Town Council hereby authorizes the Mayor to enter into the Planning Jurisdiction Agreement attached hereto as Exhibit "1".

Severability Clause: If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such as holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date: This ordinance shall take effect on January 1, 2022.

Approved and Adopted this the 1st day of December 2021.

Kim Koniar, Mayor

ATTEST:

Hannah Driskell, Town Clerk

TOWN OF MAGNOLIA SPRINGS, ALABAMA, Certificate of Publication. This is to certify that Ordinance Number 2021-02, Town of Magnolia Springs, Alabama, was published by posting on at least three (3) Bulletin Boards in the Town, Magnolia Springs, Post Office, United Bank, and at the mayor's office from December 17, 2021 through January 17, 2022.

Hannah Driskell, Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2021-02

AUTHORIZING THE PLANNING COMMISSION TO RECOMMEND TO THE TOWN COUNCIL TO ENTER INTO A PLANNING COMMISSION JURISDICTION AGREEMENT WITH BALDWIN COUNTY CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS

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NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Magnolia Springs, Alabama as follows:

Section 1: The Planning Jurisdiction Agreement attached hereto as Exhibit "1" is approved by the Town of Magnolia Springs Planning Commission.

Section 2: The Town of Magnolia Springs Planning Commission hereby recommends the Town Council to enter into the Planning Jurisdiction Agreement attached hereto as Exhibit "1".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 2th day of December 2021.

Chairman - Mark Houston

Member - Russ Houser

Member - Lauren Mule

Member - Steve Mobley

Member - Nick Klarman

Vice Chairman - Mark Byrd

Member - Secretary - Hannah Driskell

Member - Hadley Weaver

Member - Redway Habbie

- 9. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by 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, the same 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 MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions out

AGREEMENT BETWEEN
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The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 in the planning jurisdiction.
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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.
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9. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by 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, the 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 MUNICIPALITY'S corporate limits but within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and rescinded by this Agreement.
12. This Agreement shall become effective on 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 town 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.



ATTEST:

 Wayne Dyess
 County Administrator

COMMISSION:
 BALDWIN COUNTY COMMISSION

 By: James E. Ball
 Its: Chairman

ATTEST:

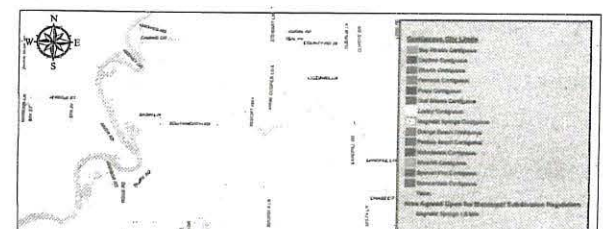
 By: Amanda Dinkell
 Its: Town Clerk

MUNICIPALITY:
 MAGNOLIA SPRINGS,
 ALABAMA

 By: Kim Koniar
 Its: Mayor

MUNICIPAL PLANNING COMMISSION:
 PLANNING COMMISSION OF THE
 TOWN OF MAGNOLIA SPRINGS,
 ALABAMA

 By: _____
 Its: Chairman



STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, Carietta Crook, a Notary Public in and for said County in said State, hereby certify that JEFF DAVIS, JR., whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of

STATE OF ALABAMA
 COUNTY OF BALDWIN

 Carietta Crook


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.

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.

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.


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.

The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any application for subdivision located outside of the corporate limits and inside the planning jurisdiction 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.

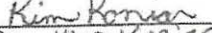
ATTEST

 Wayne Dyess
 County Administrator

BALDWIN COUNTY COMMISSION

 By: James E. Ball
 Its: Chairman

ATTEST:

 By: Hannah Driskell
 Its: Town Clerk

MUNICIPALITY:
 MAGNOLIA SPRINGS,
 ALABAMA



 By: Kim Koniar
 Its: Mayor

MUNICIPAL PLANNING COMMISSION:
 PLANNING COMMISSION OF THE
 TOWN OF MAGNOLIA SPRINGS,
 ALABAMA


 By: M.A. Walker
 Its: Chairman

STATE OF ALABAMA
 COUNTY OF BALDWIN

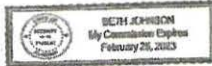
I, Carietta Crook, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political 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 21st day of December, 2021.

Carietta Crook
 Notary Public, Baldwin County, Alabama
 My Commission Expires: July 14, 2025

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, Beth Johnson, a Notary Public in and for said County in said State, hereby certify that Kim Koniar, whose name as Mayor of the MUNICIPALITY, ALABAMA, and Hannah Driskell, whose name as Clerk of the [MUNICIPALITY], 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.

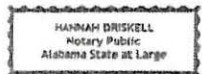
Given under my hand and seal this 13 day of December, 2021.
Beth Johnson
 Notary Public, Baldwin County, Alabama
 My Commission Expires: 2-25-23


 BETH JOHNSON
 My Commission Expires
 February 25, 2023

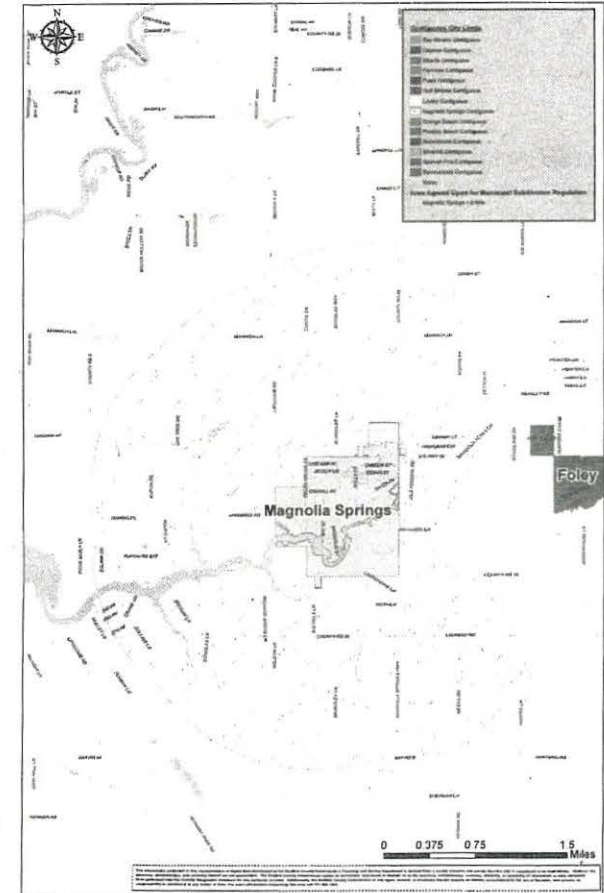
STATE OF ALABAMA
 COUNTY OF BALDWIN

I, Hannah Driskell, a Notary Public in and for said County in said State, hereby certify that WAYNE DYESS, whose name as Chairman of the PLANNING COMMISSION OF THE [MUNICIPALITY], 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 7th day of December, 2021.
Hannah Driskell
 Notary Public, Baldwin County, Alabama
 My Commission Expires: Sept 12, 2024


 HANNAH DRISKELL
 Notary Public
 Alabama State at Large

My Commission Expires
 September 28, 2024





**GULF COAST
MEDIA**

RECEIVED
FEB 08 2022
BY: *[Signature]*

Printer Affidavit:

This is to certify the attached advertisement
Appeared in The Courier, The Islander & The Onlooker
Issues of Gulf Coast Media.

Publication Date(s):

January 19, 2022

Account # 987101 PO # _____

Cost \$ 1,606.50 Ad # 283113

Bill To:

Baldwin County Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677 – Sumter, SC 29151

[Signature]
Bethany Summerlin, Ad Representative

Sworn to and subscribe before me

This 27th day of January, 2022
Amber Kimbler

Amber Kimbler

Notary Public for Alabama

My commission expires on April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
[Signature]
11/24/22



COUNTY COMMISSION

BALDWIN COUNTY
200 Courthouse Square, West 1st
BAY MINNIE, ALABAMA 36507
(251) 947-0004
FAX (251) 947-1000
www.baldwincounty.org

December 21, 2021

The Honorable Kim Koniar, Mayor
Town of Magnolia Springs
Post Office Box 890
Magnolia Springs, Alabama 36555
ATTN: Hannah Driskell, Town Clerk

RE: Planning Jurisdiction Agreement with Town of Magnolia Springs

Dear Mayor Koniar:

The Baldwin County Commission, during its regularly scheduled meeting held on December 21, 2021, adopted *Resolution 2021-039* which approves the Planning Jurisdiction Agreement between the Baldwin County Commission, the Town of Magnolia Springs, and the Planning Commission of the Town of Magnolia Springs, governing the regulation of subdivisions outside the Town's corporate limits but within the municipal planning jurisdiction.

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 (251) 990-1020 or Matthew Brown, Planning Director, at (251) 580-7295.

Sincerely,

JAMES E. HALL, Chairman
Baldwin County Commission

JD/le Item HA2

cc: Matthew Brown

ENCLOSURE(S)

TOWN OF
MAGNOLIA SPRINGS

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAGNOLIA SPRINGS, ALABAMA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BALDWIN COUNTY COMMISSION CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE PLANNING JURISDICTION OF THE MUNICIPAL PLANNING COMMISSION

WHEREAS, by Resolution 2018-06, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits, in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits; and

WHEREAS, pursuant to Alabama Legislative Act No. 2021-297, Baldwin County Commission, the Magnolia Springs Planning Commission, and the Town of Magnolia Springs desire to enter into a Municipal Planning Jurisdiction agreement that replaces the Town of Magnolia Springs Planning Commission's E71 with the Baldwin County Commission;

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Magnolia Springs, Alabama as follows:

Section 1: The Planning Jurisdiction Agreement attached hereto as Exhibit "1" is approved by the Town Council of the Town of Magnolia Springs.

Section 2: The Town Council hereby authorizes the Mayor to enter into the Planning Jurisdiction Agreement attached hereto as Exhibit "1".

Severability Clause: If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such as holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date: This ordinance shall take effect on January 1, 2022.

Approved And Adopted this 14th day of December 2021.

Kim Koniar, Mayor

ATTEST:

Hannah Driskell, Town Clerk

TOWN OF MAGNOLIA SPRINGS, ALABAMA Certificate of Publication. This is to certify that Ordinance Number 2021-01, Town of Magnolia Springs, Alabama, was published by posting on at least three (3) Bulletin Boards in the Town, Magnolia Springs Post Office, United Bank, and at the mayor's office from December 17, 2021 through January 10, 2022.

Hannah Driskell, Town Clerk

TOWN OF
MAGNOLIA SPRINGS

RESOLUTION NO. 2021-02

AUTHORIZING THE PLANNING COMMISSION TO RECOMMEND TO THE TOWN COUNCIL TO ENTER INTO A PLANNING COMMISSION JURISDICTION AGREEMENT WITH BALDWIN COUNTY CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS

WHEREAS, by Resolution 2018-06, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits, in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits; and

WHEREAS, pursuant to Section 11-51-01 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission, and the Town of Magnolia Springs desire to enter into a Municipal Planning Jurisdiction agreement that replaces the Town of Magnolia Springs Planning Commission's E71 with Baldwin County;

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Magnolia Springs, Alabama as follows:

Section 1: The Planning Jurisdiction Agreement attached hereto as Exhibit "1" is approved by the Town of Magnolia Springs Planning Commission.

Section 2: The Town of Magnolia Springs Planning Commission hereby recommends the Town Council to enter into the Planning Jurisdiction Agreement attached hereto as Exhibit "1".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this 14th day of December 2021.

Mark Bryant, Chairman

Rob Houser, Member

Lauren Stone, Member

Steve Mobley, Member

Nick Kirman, Member

Mark Bryant, Chairman

Hannah Driskell, Member-Secretary

Macky Weaver, Member

Rodney Trumble, Member

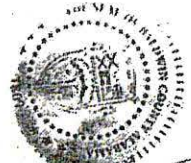
AGREEMENT BETWEEN
 THE BALDWIN COUNTY COMMISSION,
 THE TOWN OF MAGNOLIA SPRINGS
 AND THE
 PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
 CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
 WITHIN THE PLANNING JURISDICTION OF THE
 MUNICIPAL PLANNING COMMISSION

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 in the planning jurisdiction.
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 of the corporate limits and inside the planning jurisdiction 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 or planning jurisdiction boundaries or permitted 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, 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 nullified by this Agreement.
12. This Agreement shall become effective on 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 MUNICIPALITY and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates in below with the full intent and authority to bind the parties hereto.



ATTEST:

 Wayne Dyess
 County Administrator

ATTEST:

 By: Hannah Wiskel
 Its: Town Clerk

COMMISSION:
 BALDWIN COUNTY COMMISSION

 By: James E. Ball
 Its: Chairman

MUNICIPALITY:
 MAGNOLIA SPRINGS,
 ALABAMA

 By: Kim Korian
 Its: Mayor

MUNICIPAL PLANNING COMMISSION:
 PLANNING COMMISSION OF THE
 TOWN OF MAGNOLIA SPRINGS,
 ALABAMA

 By: _____
 Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Caritta Cook, 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 21st day of December, 2021.

Caritta Cook
Notary Public, Baldwin County, Alabama
My Commission Expires: July 14, 2025

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Beth Johnson, a Notary Public in and for said County in said State, hereby certify that Brian Bonner, whose name as Mayor of the [MUNICIPALITY], ALABAMA, and Hannah Driskell, whose name as Town Clerk of the [MUNICIPALITY], 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 13 day of December, 2021.

Beth Johnson
Notary Public, Baldwin County, Alabama
My Commission Expires: 2-25-23

BETH JOHNSON
My Commission Expires
February 25, 2023

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Hannah Driskell, a Notary Public in and for said County in said State, hereby certify that WAYNE DYESS, whose name as Chairman of the PLANNING COMMISSION OF THE [MUNICIPALITY], 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 7th day of December, 2021.

Hannah Driskell
Notary Public, Baldwin County, Alabama
My Commission Expires: Sept 18, 2024

HANNAH DRISKELL
Notary Public
Alabama State at Large

My Commission Expires
September 28, 2024

