

**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 14<sup>th</sup> 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





**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]

COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

\_\_\_\_\_  
Wayne Dyess  
County Administrator

\_\_\_\_\_  
By: James E. Ball  
Its: Chairman

MUNICIPALITY:

MAGNOLIA SPRINGS,  
ALABAMA

ATTEST:

*Hannah Duskell*  
\_\_\_\_\_  
By: Hannah Duskell  
Its: Town Clerk

*Kim Koniar*  
\_\_\_\_\_  
By: Kim Koniar  
Its: Mayor



MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
TOWN OF MAGNOLIA SPRINGS,  
ALABAMA

*M.A. Mattox*  
\_\_\_\_\_  
By: M.A. MATTOX  
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.

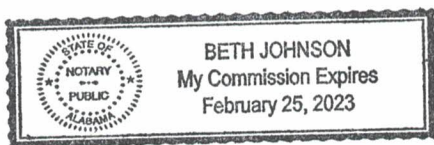
\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, 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 7<sup>th</sup> day of December, 2021.

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

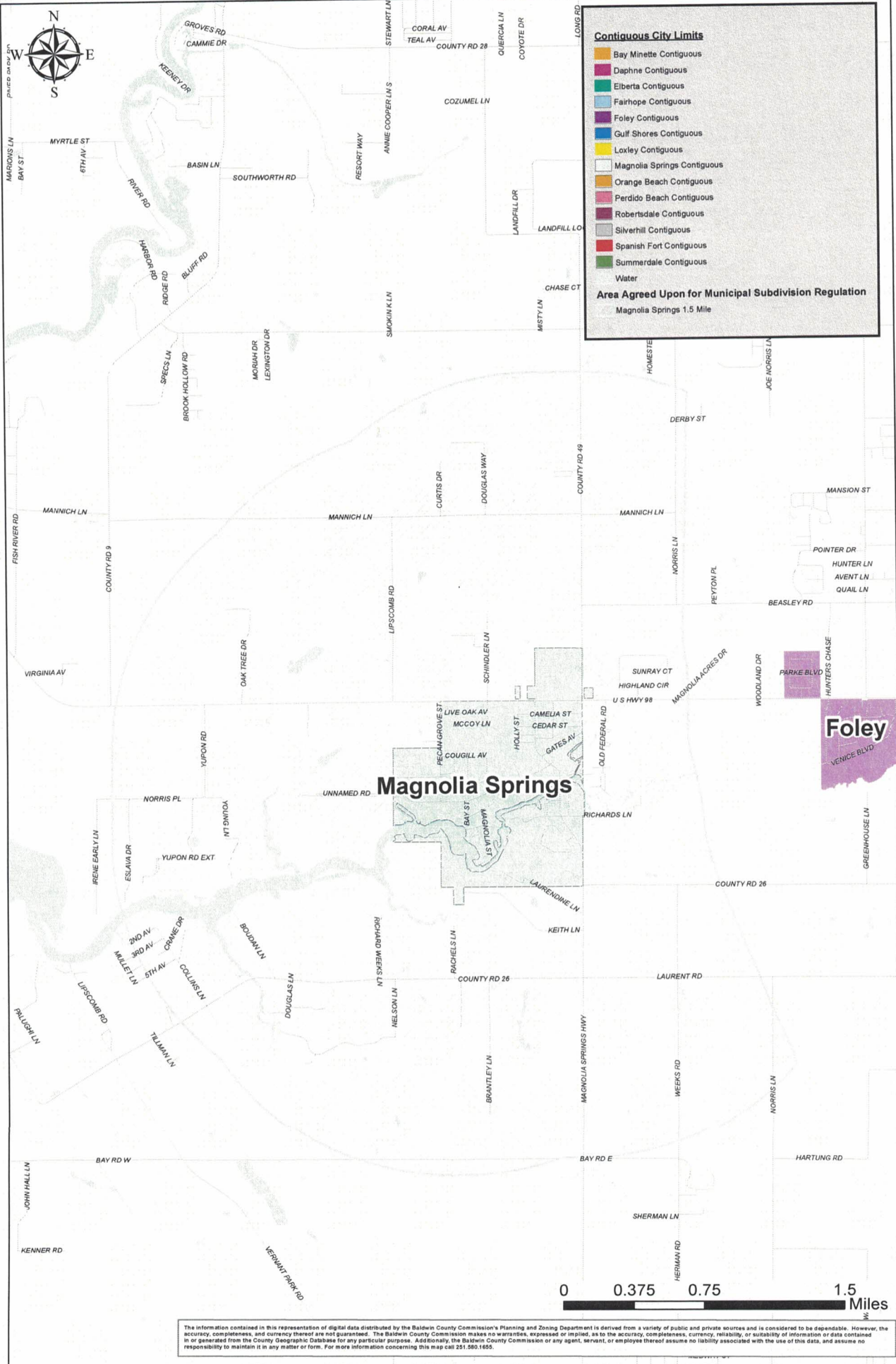
HANNAH DRISKELL  
Notary Public  
Alabama State at Large

My Commission Expires  
September 28, 2024





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



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