

Baldwin County Commission  
Resolution # 2023-142

**AGREEMENT BETWEEN  
THE BALDWIN COUNTY COMMISSION,  
THE CITY OF FOLEY AND THE  
PLANNING COMMISSION OF THE CITY OF FOLEY  
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS  
WITHIN THE PLANNING JURISDICTION OF THE  
CITY OF FOLEY PLANNING COMMISSION**

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (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 January 25, 2024.

WHEREAS, the COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION are parties to a previous agreement that established the planning jurisdiction around the MUNICIPALITY for the MUNICIPAL PLANNING COMMISSION to exercise and apply its subdivision regulations; and

WHEREAS, recent changes to State Law pertaining to planning jurisdictions have caused the parties to revisit and review their previous agreement;

NOW, THEREFORE, in consideration of the mutual benefits, rights, and responsibilities contained herein, the parties hereby agree as follows:

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION shall include all land located in the corporate limits of the MUNICIPALITY, as it may exist and change from time to time, and all land lying within the boundary depicted on Exhibit "A", which boundary is within one and one-half miles of the corporate limits of the MUNICIPALITY and is not located in the corporate limits of another municipality or within the planning jurisdiction of another municipality until December 31, 2022. See Map attached hereto as Exhibit A.

2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY as of January 1, 2023, shall include all land located in the corporate limits of the MUNICIPALITY and all land lying not located in any other municipality within a mile and a half from the corporate limits of the MUNICIPALITY, except that land lying within the planning jurisdiction of more than one municipality having a municipal planning commission, the jurisdiction of each municipal planning commission shall terminate at a boundary line equidistant from the

respective corporate limits of the municipalities until January 25, 2024. See Map attached hereto as Exhibit A.

3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks that are fully outside of the corporate limits of the MUNICIPALITY and inside of the boundary depicted on Exhibit A.

4. 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.

5. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, administration, and enforcement of the development of subdivisions which are wholly or partly located within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, subject to applicable state law and the requirements of Section 11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

6. 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.

7. 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, then the subdivision regulations of the MUNICIPAL PLANNING COMMISSION shall apply. The MUNICIPAL PLANNING COMMISSION may alter and amend its subdivision regulations in its sole discretion from time to time.



8. 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.

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

10. Except as provided in paragraph 4 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.

11. 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.

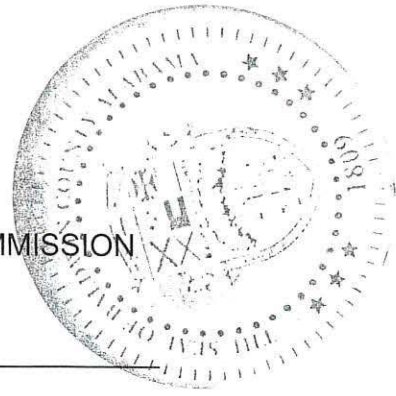
12. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

13. This Agreement shall become effective pursuant to applicable law and when 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. Furthermore, pursuant to Code of Alabama § 11-24-6, the MUNICIPALITY agrees to publish this Agreement once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY, and this agreement shall not have the force of law until said publication is complete and proof of such successful advertisement is delivered to the Commission.

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.

COMMISSION:

BALDWIN COUNTY COMMISSION



ATTEST:

*Roger H. Rendleman*  
By: Roger H. Rendleman  
County Administrator

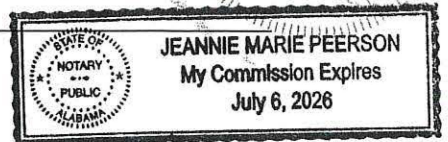
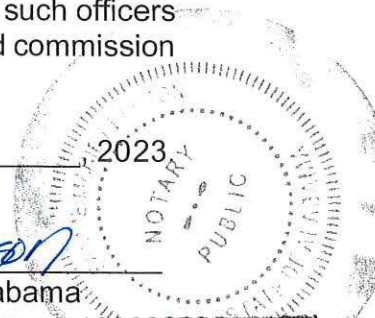
*Charles F. Gruber*  
By: Charles F. Gruber  
Its: Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, *Jeannie Marie Pearson*, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and ROGER H. RENDLEMAN, whose name as Interim 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 *11* day of *July*, 2023

*Jeannie Marie Pearson*  
Notary Public, Baldwin County, Alabama  
My Commission Expires:



MUNICIPALITY:

CITY OF FOLEY,  
ALABAMA

ATTEST:

Michael L. Thompson  
By: Michael Thompson  
Its: City Administrator

Ralph Hellmich  
By: Ralph Hellmich  
Its: Mayor

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Kathryn Taylor, a Notary Public in and for said County in said State, hereby certify that RALPH HELLMICH, whose name as Mayor of FOLEY, ALABAMA, and MICHAEL THOMPSON, whose name as City Clerk of FOLEY, 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 5<sup>th</sup> day of July, 2023.

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



MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
CITY OF FOLEY, ALABAMA

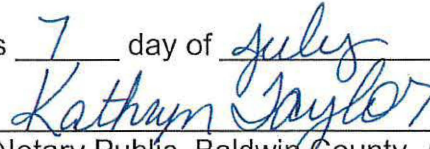
  
By: Wes Abrams

Its: Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

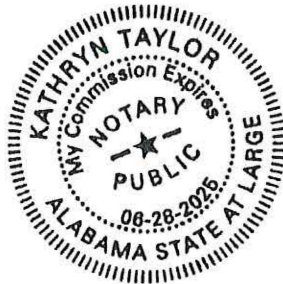
I, Kathryn Taylor, a Notary Public in and for said County in said State, hereby certify that Wes Abrams, whose name as Chairman of the PLANNING COMMISSION OF FOLEY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents 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 day of July, 2023.

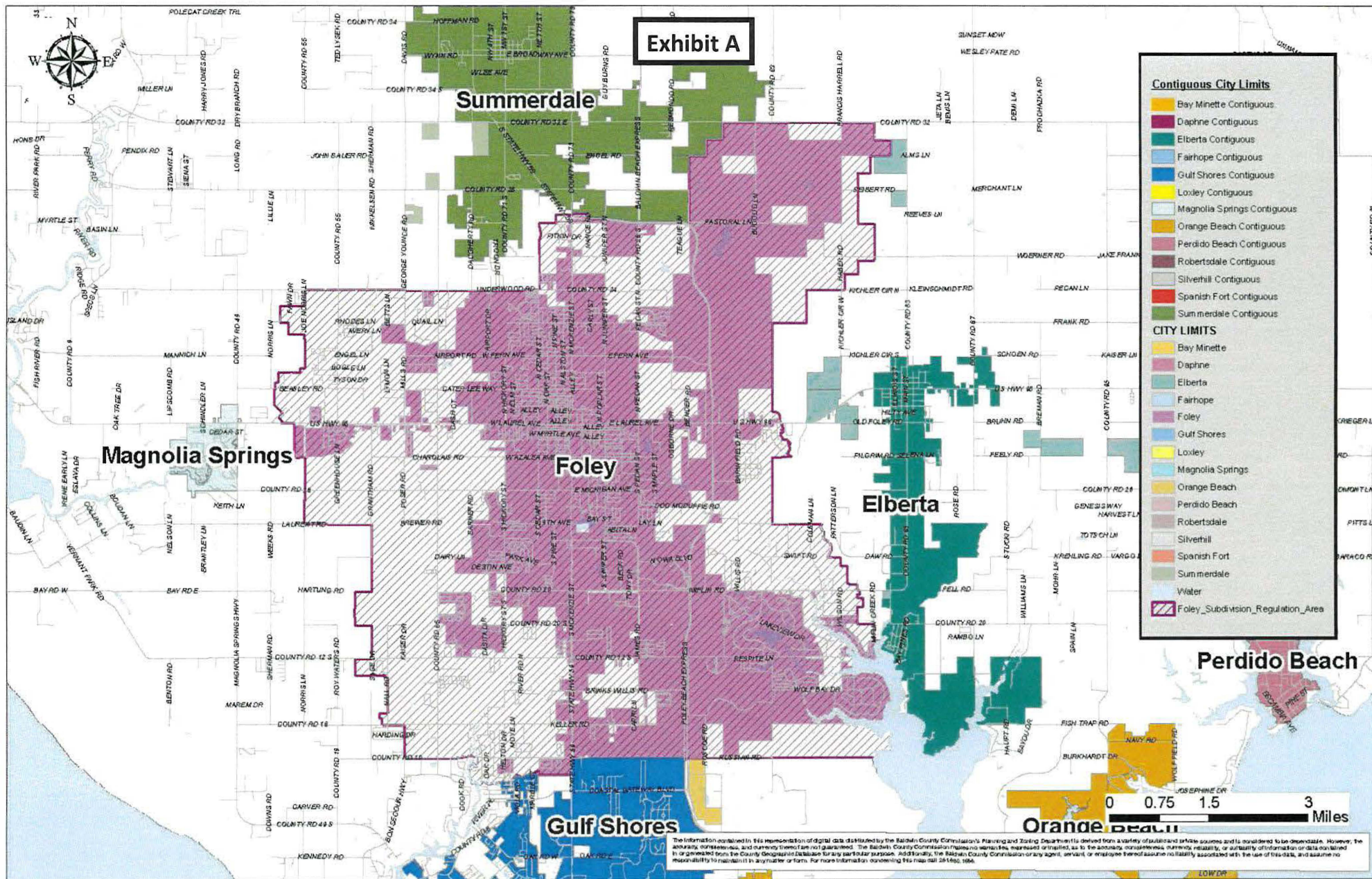


Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_









# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 251-345-6805

**PROOF OF PUBLICATION**  
**STATE OF ALABAMA • BALDWIN COUNTY**

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

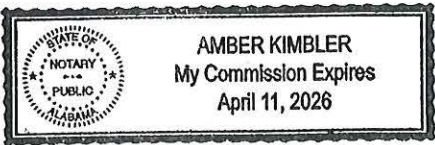
07/19/2023, 07/26/2023

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry  
April M. Perry, Legal Ad Representative

X Amber Kimbler  
Amber Kimbler, Notary Public  
Baldwin County, Alabama  
My commission expires April 11, 2026



Sworn and subscribed to on 07/26/2023.

CITY OF FOLEY, LEGAL ACCOUNT  
Acct#: 983511  
Ad#: 291327  
Planning Jurisdiction Agreement  
Amount of Ad: \$1551.00  
Legal File# Agreement



...to  
...as the true  
...and Testament of said  
...edent.  
Objections must be filed, in  
writing, at least seven (7) days  
prior to said hearing.  
Harry D'Olive, Jr.  
Judge of Probate  
...C. McWilliams  
...at Law  
...Office Box 1066  
...ange Beach, AL 36561  
...ly 12-19-26, 2023

...ate of Alabama)  
...ounty of Baldwin)  
...Probate Court for said County  
...this 23rd day of June, 2023  
Case No. 42246  
Notice of Publication to  
Probate Will

...r: Bonnie Kathleen Dwyer and  
...Edward Keith Dwyer, III, and  
...y and All Unknown Heirs at  
...w and Next of Kin of Edward  
...Dwyer, Deceased

You will hereby take notice,  
that on this day came David M  
...aviano and produced to the  
...ourt a paper writing, purport-  
ing to be the Last Will and  
...testament of Edward K. Dwyer,  
...ceased, and moves the Court  
...to admit the said Will to Probate  
...and Record.  
You are notified to be and  
...appear before me, at my office in  
...e Baldwin County Courthouse,  
...ourtroom #2, in Bay Minette  
...ourthouse of said County at the  
...00 A.M. Docket, on the 8th day  
...August, 2023, when the motion  
...ll be considered, and show, if  
...anything you have to alleged,  
...by said paper writing should  
...it be admitted to Probate and  
...Record, as the true Last Will and  
...testament of said decedent.  
Objections must be filed, in  
writing, at least seven (7) days  
prior to said hearing.

Harry D'Olive, Jr.  
Judge of Probate  
...awn T. Alves  
...one & Crosby, P.C.  
...20 U.S. Hwy. 90  
...aphne, AL 36526  
...ly 12-19-26, 2023



## NOTICE TO THE PUBLIC

### AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION, THE CITY OF FOLEY AND THE PLANNING COMMISSION OF THE CITY OF FOLEY CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE PLANNING JURISDICTION OF THE CITY OF FOLEY PLANNING COMMISSION

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (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 January 25, 2024.

WHEREAS, the COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION are parties to a previous agreement that established the planning jurisdiction around the MUNICIPALITY for the MUNICIPAL PLANNING COMMISSION to exercise and apply its subdivision regulations; and

WHEREAS, recent changes to State Law pertaining to planning jurisdictions have caused the parties to revisit and review their previous agreement;

NOW, THEREFORE, in consideration of the mutual benefits, rights, and responsibilities contained herein, the parties hereby agree as follows:

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION shall include all land located in the corporate limits of the MUNICIPALITY, as it may exist and change from time to time, and all land lying within the boundary depicted on Exhibit "A", which boundary is within one and one-half miles of the corporate limits of the MUNICIPALITY and is not located in the corporate limits of another municipality or within the planning jurisdiction of another municipality until December 31, 2022. See Map attached hereto as Exhibit A.

2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY as of January 1, 2023, shall include all land located in the corporate limits of the MUNICIPALITY and all land lying not located in any other municipality within a mile and a half from the corporate limits of the MUNICIPALITY, except that land lying within the planning jurisdiction of more than one municipality having a municipal planning commission, the jurisdiction of each municipal planning commission shall terminate at a boundary line equidistant from the respective corporate limits of the municipalities until January 25, 2024. See Map attached hereto as Exhibit A.

3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks that are fully outside of the corporate limits of the MUNICIPALITY and inside of the boundary depicted on Exhibit A.

4. 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.

5. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, administration, and enforcement of the development of subdivisions which are wholly or partly located within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, subject to applicable state law and the requirements of Section 11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

6. 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.

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall regulate, review, approve, and enforce subdivision regulations for subdivisions located 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.

8. 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.

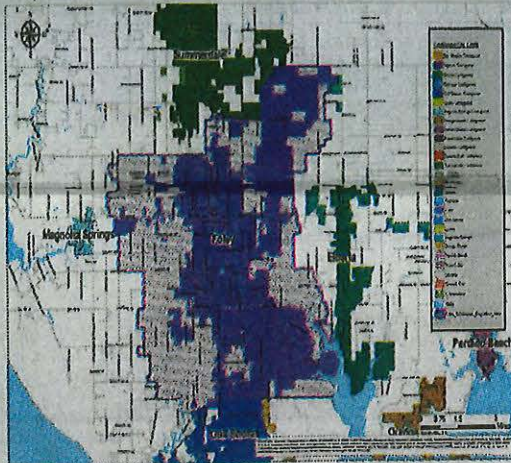
9. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any application for subdivision located outside the corporate limits of the MUNICIPALITY properly submitted and accepted into the COMMISSION'S or MUNICIPAL PLANNING COMMISSION'S subdivision review process prior to the effective date of this Agreement shall remain under the review authority of the entity to whom it was properly submitted.

10. Except as provided in paragraph 4 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.

11. 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.

12. 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 with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

13. This Agreement shall become effective pursuant to applicable law and when 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. Furthermore, pursuant to Code of Alabama § 11-24-6, the MUNICIPALITY agrees to publish this Agreement once a week for two consecutive weeks in the Baldwin County Official Gazette.



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.

COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

By: Roger H. Rendleman  
County Administrator

By: Charles F. Gruber  
Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and ROGER H. RENDLEMAN, whose name as Interim 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

MUNICIPALITY:

CITY OF FOLEY, ALABAMA

ATTEST:

By: Michael Thompson  
City Administrator

By: Ralph Hellmich  
Mayor

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that RALPH HELLMICH, whose name as Mayor of FOLEY, ALABAMA, and MICHAEL THOMPSON, whose name as City Clerk of FOLEY, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE CITY OF FOLEY, ALABAMA

By: \_\_\_\_\_

Its: Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as Chairman of the PLANNING COMMISSION OF FOLEY, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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