

RESOLUTION 2022-020

**AGREEMENT BETWEEN  
THE BALDWIN COUNTY COMMISSION,  
THE TOWN OF SUMMERDALE  
AND THE  
PLANNING COMMISSION OF THE TOWN OF SUMMERDALE  
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 SUMMERDALE, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF SUMMERDALE (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 outside the corporate limits of the MUNICIPALITY as shown on 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.
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 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.

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 with 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.

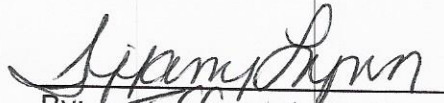
IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

ATTEST:

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

ATTEST:

  
By: Tiffany Lynn  
Its: Town Clerk

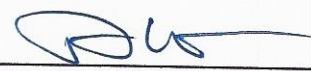
COMMISSION:

BALDWIN COUNTY COMMISSION

\_\_\_\_\_  
By: Joe Davis, III  
Its: Chairman

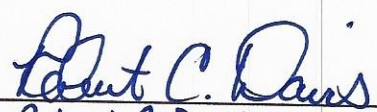
MUNICIPALITY:

SUMMERDALE,  
ALABAMA

  
By: David Wilson  
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
TOWN OF SUMMERDALE, ALABAMA

  
By: Robert C. Davis  
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, Molly Forsman Farmer, a Notary Public in and for said County in said State, hereby certify that DAVID WILSON, whose name as Mayor of SUMMERDALE, ALABAMA, and Tiffany Lynn, whose name as Town Clerk of SUMMERDALE, 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 3 day of November, 2021.

Molly Forsman Farmer  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 12/18/2021



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Molly Forsman Farmer, a Notary Public in and for said County in said State, hereby certify that Robert C. Davis, whose name as Chairman of the PLANNING COMMISSION OF SUMMERDALE, 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 3 day of November, 2021.

Molly Forsman Farmer  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 12/18/2021



## Exhibit A

