



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

August 16, 2016

The Honorable John Koniar
Mayor
City of Foley
Post Office Box 1750
Foley, Alabama 36535

RE: Transfer of Foley Beach Express (from County Road 12 S to County Road 20) to the City of Foley

Dear Mayor Koniar:

The Baldwin County Commission, during its regularly scheduled meeting held on August 16, 2016, took the following actions:

- 1) Adopted *Resolution #2016-105* authorizing and consenting to the transfer of ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of the Foley Beach Express (from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20) from Baldwin County to the City of Foley; and
- 2) Approved an *Agreement* between Baldwin County and the City of Foley for the transfer of the Foley Beach Express (from County Road 12 S to County Road 20) **contingent** upon the City of Foley approving a resolution authorizing and consenting to the transfer of ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of the Foley Beach Express (from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20). This *Agreement* shall be effective upon full execution; and

Mayor John Koniar
August 16, 2016
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3) Authorized me, as Chairman, to execute a *Quitclaim Deed* conveying unto the City of Foley, Alabama, any and all right and title to that portion of the right-of-way owned and maintained by Baldwin County along the Foley Beach Express (from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20) **contingent** upon the City of Foley approving a resolution authorizing and consenting to the transfer of ownership, maintenance, control and responsibility for the Foley Beach Express (from County Road 12 S to County Road 20) from Baldwin County to the City of Foley.

Please find enclosed a **fully executed copy** of *Resolution #2016-105* for your file. Also enclosed is the **original Agreement**. Please execute the *Agreement* and return it to this office to the attention of Anu Gary, Records Manager. Upon receipt of the resolution from the City of Foley, the **recorded original Quitclaim Deed** and a **fully executed copy** of the *Agreement* will be returned to you for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,



TUCKER DORSEY, Chairman
Baldwin County Commission

TD/met Item BG5

cc: Cal Markert
Lisa Sangster

ENCLOSURE(S)

RESOLUTION NO. 2016-105

AUTHORIZING AND CONSENTING TO THE TRANSFER OF MAINTENANCE OF CERTAIN PORTIONS OF THE FOLEY BEACH EXPRESS TO THE CITY OF FOLEY

WHEREAS, the Baldwin County Commission (hereinafter "County") is the duly formed governing body in and for Baldwin County, Alabama, and the City of Foley (hereinafter "City") is an incorporated municipality of the State of Alabama; and

WHEREAS, that portion of the Foley Beach Express from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20, (hereinafter collectively referred to as "Section A") as shown in the attached Exhibit A, is inside the corporate limits of the City of Foley; and

WHEREAS, City desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Section A of the Foley Beach Express in order to facilitate the orderly development and maintenance of this area in its corporate limits; and

WHEREAS, County has found and determined that allowing City to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of Section A of the Foley Beach Express is in the best interest of County; and

WHEREAS, Baldwin County has the legal authority to carry out the intent of this resolution pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows:

Section 1. That County hereby agrees to and consents to transfer to City the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Section A of the Foley Beach Express (which includes the Foley Beach Express from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20) as shown in the attached Exhibit A.

Section 2. That County's obligations under Section 1 above are contingent on the City's commitment to the continued enforcement of the terms of the "Foley-Beach Express" Agreement (hereinafter the "Tri-Party Agreement"), which was executed by all parties on or about June 1, 1999, for Section A of the Foley Beach Express.

Section 3. Based on the condition and use of Section A of the Foley Beach Express, and the request by City, in accordance with Ala. Code Section 11-49-80 and 81 (1975), County and City agree that the County shall not be required to pay any sum or sums for being relieved of the burden of the ownership, control, management, supervision, repair, maintenance and improvement of Section A of the Foley Beach Express.

Section 4. That the Chairman of the Baldwin County Commission and other appropriate County officials are hereby authorized to execute and deliver such documents or agreements to the City of Foley as are necessary or requested to carry out the intent of this Resolution.

Section 5. If any part, section or subdivision of this Resolution 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 Resolution which shall continue in full force and effect notwithstanding such holding.

Adopted and approved this 16th day of August, 2016.

BALDWIN COUNTY

J. Tucker Dorsey / 8/16/16
/Date
J. Tucker Dorsey
Chairman

ATTEST:

Ronald J. Cink / 8/16/2016
/Date
Ronald J. Cink
County Administrator



EXHIBIT A - FBE FROM CR 12 S TO CR 20 (SECTION A)



AGREEMENT

TRANSFER OF MAINTENANCE OF CERTAIN PORTIONS OF THE FOLEY BEACH EXPRESS TO THE CITY OF FOLEY

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Foley, Alabama (hereinafter “City”), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively “control”) certain public roads inside their respective jurisdictions; and

Whereas, County and City acknowledge and agree that County maintains the Foley Beach Express from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20, (hereinafter collectively referred to as “Section A”) as shown in the attached Exhibit A; and

Whereas, County and City acknowledge and agree that Section A of the Foley Beach Express is subject to The “Foley-Beach Express” Agreement (hereinafter The “Tri-Party Agreement”), a tri-party agreement between the City, County, and the Baldwin County Bridge Company, LLC, which was executed by the parties on or about June 1, 1999, and that said Tri-Party Agreement governs various aspects of the management and use of Section A of the Foley Beach Express; and

Whereas, City has authorized funding for a certain project in the right-of-way of Section A of the Foley Beach Express (hereinafter “City Project”); and

Whereas, all of Section A of the Foley Beach Express lies within the corporate limits of City; and

Whereas, City agrees, within 60 days of the execution of this Agreement, to take all necessary steps to accept for maintenance Section A of the Foley Beach Express (approximately 1 mile); and

Whereas, City has found and determined that taking over control of Section A of the Foley Beach Express is in the best interest of City; and

Whereas, County has found and determined that allowing City to take control of Section A of the Foley Beach Express is in the best interest of County; and

Whereas, County and City now wish to enter into this Agreement to provide for their joint cooperation in the transfer of maintenance responsibilities of Section A of the Foley Beach Express; and

Whereas, both County and City have previously adopted Resolutions by their governing bodies assenting to this action and authorizing their respective officers to execute this Agreement; and

Whereas, County and City are authorized to enter into this type of agreement pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants and benefits achieved hereby, and other good and valuable consideration, County and City hereby agree as follows:

Section 1. That City shall, within 60 days of the execution of this Agreement, take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Section A of the Foley Beach Express (which includes the Foley Beach Express from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20) as shown in the attached Exhibit A.

Section 2. That the City hereby confirms and ratifies The Tri-Party Agreement and shall continue to enforce and uphold the terms and conditions of The Tri-Party Agreement for Section A of the Foley Beach Express.

Section 3. To the fullest extent allowed by law, City shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, including claims for injunctive relief, condemnation or inverse condemnation, incurred by, asserted against, or imposed upon County, or as a result of or in any manner related to this Agreement, the provision of services, duties or obligations hereunder, or any act or omission, by the City. This indemnification shall survive the expiration or termination of this Agreement.

Section 4. That this Agreement and the agreements and documents referred to herein contain the entire agreement of the parties concerning Section A of the Foley Beach Express, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained or referenced in this Agreement.

In Witness Whereof, County and City, by and through their duly authorized officers, have set their hands and seals on the dates indicated below, and this Agreement is effective as of the date the last party signs below.

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
J. Tucker Dorsey /Date
Chairman

_____/_____
Ronald J. Cink / Date
County Administrator

CITY:
THE CITY OF FOLEY

ATTEST:

BY: _____ /
John Koniar / Date
Mayor

_____/_____
Vickey Southern / Date
City Clerk

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. TUCKER DORSEY, as Chairman of the Baldwin County Commission, and RONALD J. CINK, County Administrator of the Baldwin County Commission, 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 the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the ____ day of _____, 2016.

Notary Public
My Commission Expires: _____

State of Alabama)
County of _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, JOHN KONIAR, whose name as Mayor of the City of Foley, and VICKEY SOUTHERN, whose name as City Clerk of the City of Foley, 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 the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Foley.

Given under my hand and official seal, this the ____ day of _____, 2016.

Notary Public
My Commission Expires: _____

EXHIBIT A - FBE FROM CR 12 S TO CR 20 (SECTION A)

