

8-19-2016 Emailed to Mayor, Mike, Chad + Jaylor. VS



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 Certain Portions of County Road 12 S 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 #2016-104* authorizing and consenting to the transfer of ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of County Road 12 S (from the City of Foley's Corporate Limits [approximately 250 feet west of State Route 59] to State Route 59) and County Road 12 S (from approximately 1,450 feet east of the Foley Beach Express to approximately 4,185 feet east of the Foley Beach Express) 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 certain portions of County Road 12 S **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 County Road 12 S (from the City of Foley's Corporate Limits [approximately 250 feet west of State Route 59] to State Route 59) and County Road 12 S (from approximately 1,450 feet east of the Foley Beach Express to approximately 4,185 feet east of the Foley Beach Express) and as part of the *Agreement*, approved the County funding the cost (\$45,000.00) to resurface the portion of County Road 12 S east of the Foley Beach Express along with any overruns not to exceed \$8,500.00. 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 County Road 12 S (from the City of Foley's Corporate Limits [approximately 250 feet west of State Route 59] to State Route 59) and County Road 12 S (from approximately 1,450 feet east of the Foley Beach Express to approximately 4,185 feet east of the Foley Beach Express) **contingent** upon the City of Foley approving a resolution authorizing and consenting to the transfer of ownership, maintenance, control and responsibility of certain portions of County Road 12 S from Baldwin County to the City of Foley.

Please find enclosed a **fully executed copy** of *Resolution #2016-104* 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(s) 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 BG4

cc: Cal Markert
Lisa Sangster

ENCLOSURE(S)

RESOLUTION NO. 2016-104

AUTHORIZING AND CONSENTING TO THE TRANSFER OF MAINTENANCE OF CERTAIN PORTIONS OF COUNTY ROAD 12 S 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 County Road 12 S beginning at the City's corporate limits (approximately 250 feet west of State Route 59) to State Route 59 (hereinafter "Section A") as shown in the attached Exhibit A, is inside the corporate limits of City; and

WHEREAS, City desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Section A of County Road 12 S 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 County Road 12 S is in the best interest of County; and

WHEREAS, that portion of County Road 12 S from approximately 1450 feet east of the Foley Beach Express to approximately 4185 feet east of the Foley Beach Express (hereinafter "Section B") as shown in the attached Exhibit B, is inside or adjacent to the corporate limits of City; and

WHEREAS, City desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Section B of County Road 12 S 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 B of County Road 12 S is in the best interest of Baldwin 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 County Road 12 S beginning at the City's corporate limits (approximately 250 feet west of State Route 59) to State Route 59 (Section A) as shown in the attached Exhibit A.

Section 2. That County hereby agrees that it shall resurface (one time) Section A of County Road 12 S with a minimum 1 and ½ inch overlay and that City's obligations under Section 1 shall not commence until the completion of said County Project.

Section 3. Based on the condition and use of Section A of County Road 12 S, and the request by the City, in accordance with Ala. Code Section 11-49-80 and 81 (1975), the County and City agree that, with the exception of the County's agreement to resurface Section A of County Road 12 S as set forth in Section

1, the County shall not be required to pay any sum or sums, or provide any other services, for being relieved of the burden of the ownership, control, management, supervision, repair, maintenance and improvement and responsibility for Section A of County Road 12 S.

Section 4. 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 County Road 12 S from approximately 1450 feet east of the Foley Beach Express to approximately 4185 feet east of the Foley Beach Express (hereinafter "Section B") as shown in the attached Exhibit B.

Section 5. That County hereby agrees that, within 30 days of the transfer of maintenance and ownership outlined in Section 4 above, County shall pay to the City \$45,000 for the cost of resurfacing Section B of CR 12 S.

Section 6. That County shall, within 30 days of receipt of an invoice from City, pay one-half of the cost of any overruns related to the City's CR 12 S resurfacing project with the County's contribution to overruns not to exceed \$8500. The County's obligations to contribute to overruns will cease if City fails to deliver an invoice for actual project overrun costs within 100 days of the execution of the maintenance transfer agreement.

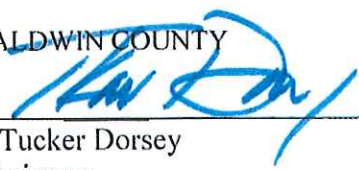
Section 7. Based on the condition and use of Section B of County Road 12 S, and the request by the City, in accordance with Ala. Code Section 11-49-80 and 81 (1975), the County and the City of Foley agree that, with the exception of the payments set forth in Sections 5 and 6, the County shall not be required to pay any sum or sums, or provide any other services, for being relieved of the burden of ownership, control, management, supervision, repair, maintenance, improvement and responsibility for County Road 12 S.

Section 8. 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 9. 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.

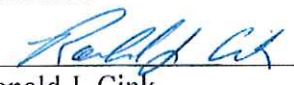
Adopted and approved this 10th day of August, 2016.

BALDWIN COUNTY


J. Tucker Dorsey
Chairman

8/16/16
/Date

ATTEST:


Ronald J. Cink
County Administrator

8/16/2016
/Date





EXHIBIT B - CR 12 S EAST OF THE FBE (SECTION B)



AGREEMENT

TRANSFER OF MAINTENANCE OF CERTAIN PORTIONS OF COUNTY ROAD 12 S 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 County Road 12 S beginning at the corporate City limits (approximately 250 feet west of State Route 59) to State Route 59 (hereinafter "Section A") as shown in the attached Exhibit A; and

Whereas, County has authorized funding for certain resurfacing projects throughout Baldwin County, including a project to resurface County Road 12 S from County Road 49 to State Route 59 which includes the resurfacing of roadway Section A (hereinafter "County Project"); and

Whereas, some or all of the County Project lies within the corporate limits of City; and

Whereas, City agrees, upon completion of County Project, to accept maintenance of Section A of County Road 12 S (approximately 250 feet); and

Whereas, City has found and determined that taking over control of Section A of County Road 12 S is in the best interest of City; and

Whereas, County has found and determined that allowing City to take control of Section A of County Road 12 S is in the best interest of County; and

Whereas, County and City acknowledge and agree that County maintains County Road 12 S from approximately 1450 feet east of the Foley Beach Express to approximately 4185 feet east of the Foley Beach Express (hereinafter "Section B") as shown in the attached Exhibit B; and

Whereas, City has authorized funding for a certain widening and resurfacing project on portions of CR 12 S which includes roadway Section B of CR 12 S; and

Whereas, some or all of Section B lies within or adjacent to the corporate limits of City; and

Whereas, City agrees, within 30 days of the execution of this agreement, to take all necessary steps to accept for maintenance Section B of County Road 12 S (approximately 2735 feet); and

Whereas, County agrees, within 30 days of the execution of this agreement, to pay to the City of Foley \$45,000 for the cost of resurfacing Section B of CR 12 S; and

Whereas, County agrees, within 30 days of receipt of an invoice, to pay one-half of the cost, of any overruns related to the resurfacing of Section B of CR 12 S with such payment not to exceed \$8,500; and

Whereas, City has found and determined that taking over control of Section B of County Road 12 S is in the best interest of City; and

Whereas, County has found and determined that allowing City to take control of Section B of County Road 12 S 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 completion of the County Project and the City Project and transfer of maintenance responsibilities; 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. The City shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for County Road 12 S beginning at the corporate City limits (approximately 250 feet west of State Route 59) to State Route 59 (Section A) as shown in the attached Exhibit A, effective upon completion of the resurfacing of Section A of County Road 12 S by the County as set forth in Section 2 below.

Section 2. The County hereby agrees that it shall resurface (one time) Section A of County Road 12 S with a minimum 1 and ½ inch overlay, and that the City's obligations under Section 1 shall not commence until the completion of said resurfacing.

Section 3. The City shall take all necessary steps to take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for County Road 12 S from approximately 1450 feet east of the Foley Beach Express to approximately 4185 feet east of the Foley Beach Express (hereinafter "Section B") as shown in the attached Exhibit B, within 30 days of the execution of this Agreement.

Section 4. That County shall, within 30 days of the satisfaction of Section 3 above, issue payment to the City in the amount of \$45,000 for the cost of resurfacing Section B of CR 12 S.

Section 5. That County shall, within 30 days of receipt of an invoice from City, pay one-half of the cost of any overruns for the cost of resurfacing Section B of CR 12 S, with the County's contribution to overruns not to exceed \$8500. The County's obligations under this Section shall cease if City fails to deliver an invoice for actual project overrun costs within 100 days of the execution of this Agreement.

Section 6. 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 7. Based on the condition and use of Section A and Section B of County Road 12 S, and the request by City, in accordance with Ala. Code Section 11-49-80 and 81 (1975), County and City agree that, with the exception of the County's obligations as set forth in this Agreement, the County shall not be required to pay any sum or sums, or provide any other services, for being relieved of the ownership, control, management, supervision, repair, improvement and responsibility for Section A of County Road 12 S.

Section 8. That this Agreement contains the entire agreement of the parties concerning Section A and Section B of County Road 12 S, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained 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 Baldwin)

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:

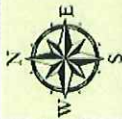


EXHIBIT A - CR 12 S FROM CITY LIMITS TO SR 59 (SECTION A)



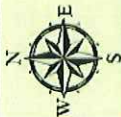


EXHIBIT B - CR 12 S EAST OF THE FBE (SECTION B)

