



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 25-1278-RES

File Number: 25-0404

Enactment Number: 25-1278-RES

A Resolution Approving the Baldwin County Commission Funding for the James Road Extension Project

WHEREAS, previously under 25-1203-RES, Council approved the intergovernmental service agreement with Baldwin County Commission for the James Road extension project, however, no accounts were amended along with that resolution, and

WHEREAS, the expenses are currently budgeted under 400-3010-5100 CR10, however, the budget & expenses need to be transferred to 400-3020-5180, and

WHEREAS, the County has agreed to pay for 50% of the James Road extension as long as the total project costs do not exceed \$4,200,000 (\$2,100,000 City portion & \$2,100,000 County portion), and

WHEREAS, the City would also like to amend the budget to account for the \$2,100,000.00 in County reimbursement for this project under 400-3020-4300.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Accepts the Baldwin County Commission funding for 50% of the total costs of the James Road extension project so long as the total project costs do not exceed \$4,200,000.

SECTION 2: Amends the budget accordingly: transfers the \$200,000 budgeted under 400-3010-5100 CR10 City Constructed Roads - James Road to 400-3020-5180 James Road Extension and increases 400-3020-4300 County Project Funding by \$2,100,000.

SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 4th, day of August, 2025.

President Signature

Date

8-4-25

Attest by City Clerk Kathryn Taylor

Date 8.4.25

Mayor Signature [Signature]

Date 8/4/25



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. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

June 24, 2025

The Honorable Ralph Hellmich, Mayor
City of Foley
Post Office Box 1750
Foley, Alabama 36535

RE: Intergovernmental Roadway Construction Agreement with City of Foley for Certain Roadway and Pedestrian Improvements

Dear Mayor Hellmich:

The Baldwin County Commission, during its regularly scheduled meeting held on June 24, 2025, approved an *Intergovernmental Roadway Construction Agreement* between the Baldwin County Commission and the City of Foley to construct approximately 5,280 feet of new roadway and pedestrian improvements extending James Road from Brinks Willis Road southward.

The City of Foley will assume responsibility for maintenance after the project is completed.

Please find enclosed a fully executed copy of the *Agreement* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me or Mark Acreman, Assistant County Engineer, at (251) 937-0264.

Sincerely,

MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM/bga Item CO4

cc: Frank Lundy
Mark Acreman
Seth Peterson
Lisa Sangster

ENCLOSURE(S)

INTERGOVERNMENTAL ROADWAY CONSTRUCTION AGREEMENT

This INTERGOVERNMENTAL ROADWAY CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into this the 24th day of June, 2025 (the "Effective Date"), by and among the Baldwin County Commission (the "County") and the City of Foley (the "City"), these individual entities collectively referred to herein as the "Parties".

RECITALS

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

WHEREAS, the County and the City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve certain public roads or rights-of-way inside their respective jurisdictions; and

WHEREAS, the Parties have determined that certain roadway and pedestrian improvements on James Road starting at its intersection with Brinks Willis Road, southward approximately 5,280 feet, as depicted on **Exhibit A** hereto (the "Project"), are necessary to (i) improve road access for the citizens and residents of the City and the County, and (ii) promote the safety, convenience, order, prosperity and welfare of the citizens and residents of the City and the County; and

WHEREAS, the Parties wish to set forth their mutual agreements and understandings regarding the construction of funding for such improvements.

NOW, THEREFORE, in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **The Project.**

(a) **The City's Obligations.** The City shall contribute funding equal to half (50%) of the total costs, fees and expenses of the Project, including all costs incurred for right-of-way, design, utility relocations, permitting, construction and CE&I. The City agrees to construct or cause to be constructed, subject to any plan alterations deemed necessary by the City and the County, the Project to the satisfaction of the City within thirty-six (36) months of the Effective Date, subject to environmental permitting. The City agrees to utilize City employee time and resources to facilitate designing the Project, facilitate right-of-way acquisition, coordinate utility relocations, and facilitate the CE&I required to construct the Project. The City agrees that it shall let the Project out for public bid, accept the right-of-way containing the Project and be responsible for maintenance of James Road located within the Project after the completion of construction.

(b) The County's Obligations. The County shall tender payment to the City equal to half (50%) of the total costs, fees and expenses of the Project, including all costs incurred for design, utility relocations, right-of-way acquisitions, permitting, construction, and CE&I (the "County Contribution"). The County shall make payments to the City as follows:

- i. Half (50%) of the cost of design within thirty (30) days following the completion of the design work and receipt of an invoice from the City.
- ii. Half (50%) of the cost of utility relocations within thirty (30) days following the completion of all utility relocations and receipt of an invoice from the City.
- iii. Half (50%) of the cost of right-of-way acquisition within thirty (30) days following the completion of all right-of-way acquisition and receipt of an invoice from the City.
- iv. Half (50%) of the cost of permitting within thirty (30) days following the submission by the City of the permit applications and receipt of an invoice from the City.
- v. Half (50%) of the cost of construction within thirty (30) days following the completion of all construction and receipt of an invoice from the City.
- vi. Half (50%) of the cost of CE&I within thirty (30) days following the completion of all CE&I and receipt of an invoice from the City.

(c) Availability of Funds.

- i. Notwithstanding the foregoing, if the total cost of the Project exceeds \$4,200,000, the City shall have no obligation to enter into such contract and the County shall have no obligation to provide the County Contribution.
- ii. Notwithstanding the foregoing, if the County Contribution is not made available to the City, the City shall have no obligation to construct the Project.

2. Representations.

(a) Representations of the City. The City represents and covenants as follows:

- i. The City has the full power and authority to enter into this Agreement and to carry out its respective obligations hereunder.
- ii. There is no action or proceeding pending or, insofar as the City knows, threatened against the City which could impact upon the City's right, power, and authority to enter into this Agreement or to otherwise carry out its obligations hereunder.

- iii. The bids, permits, contracts, right of way acquisitions, designs, engineering and other activities under this Agreement shall be performed by the City in compliance with all applicable laws, rules, and regulations.

(b) Representations of the County. The County represents and covenants as follows:

- i. The County has the full power and authority to enter into this Agreement and to carry out its respective obligations hereunder.
- ii. There is no action or proceeding pending or, insofar as the County knows, threatened against the County which could impact upon the County's right, power, and authority to enter into this Agreement or to otherwise carry out its obligations hereunder.
- iii. The County's performance under this Agreement shall be in compliance with all applicable laws, rules, and regulations.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by mutual agreement of the Parties or until the last of the obligations hereunder has expired.

4. Relationship of the Parties. In making and performing this Agreement, the Parties are acting and shall act as independent contractors. Neither the City, nor the County is, nor will either be deemed to be, an agent, legal representative, joint venturer, or partner of the other for any purpose. Except as expressly permitted hereunder, neither the City, nor the County will be entitled to (a) enter into any contracts in the name of or on behalf of the other, (b) pledge the credit of the other in any way or hold itself or themselves out as having authority to do so, or (c) make commitments or incur any charges or expenses for or in the name of the other. Neither the City's, nor the County's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other. Except as specifically set forth above with respect to the costs, fees or expenses of the respective Project, each Party shall each be responsible for its own costs incurred, whether internally or for its outside legal counsel, consultants and advisors, in conjunction with this Agreement.

5. Force Majeure. No Party shall be liable for any default or delay in performance of its obligations hereunder, to the extent such default or delay is attributable to events beyond the reasonable control of such Party, including without limitation acts of God, acts of public enemies, epidemics, floods, fires, strikes or other serious labor disputes, civil disturbances, and earthquake conditions; provided, however, that the Party subject to any such event shall use its commercially reasonable efforts to overcome the event as soon as is reasonably practicable and to continue its performance as required hereunder. Performance times shall be considered extended for a period of time equivalent to the time lost due to such an event.

6. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably conditioned or withheld, and any attempt to make such assignment shall be null and void.

7. **Binding Effect.** This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and inure to the benefit of the Parties and each of their respective successors and permitted assigns.

8. **Further Assurances.** The Parties shall and shall cause their respective affiliates to take all appropriate action and execute or cause to be executed all documents of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof.

9. **Amendment.** No amendment, modification, or supplement of any provision of this Agreement or any exhibit hereto will be valid or effective unless made in writing and signed by the duly authorized representatives of the Parties.

10. **Governing Law.** This Agreement shall be governed by and performed in accordance with the laws of the State of Alabama. The Parties agree that venue concerning any dispute regarding the terms or enforcement of this Agreement shall only be in the State Courts of Alabama in Baldwin County.

11. **Severability.** Any of the provisions of this Agreement determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement.

12. **Negotiated Agreement.** The Parties each hereby acknowledge that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any particular Party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

13. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, email or other electronic means shall have the same effect as the delivery of manually signed documents.

14. **Changes in Scope.** Neither Party may modify the scope of the Project without written authorization from both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

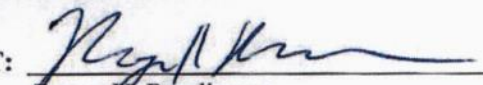
[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

[Signature Page to Intergovernmental Roadway Construction Agreement]

**BALDWIN COUNTY COMMISSION,
BALDWIN COUNTY, ALABAMA**

By: 
Matthew P. McKenzie, Chairman
Baldwin County Commission

ATTEST: 
Roger H. Rendleman
County Administrator



[Signature Page to Intergovernmental Roadway Construction Agreement]



CITY OF FOLEY, ALABAMA

By: 
Ralph Helmich, Mayor

ATTEST:

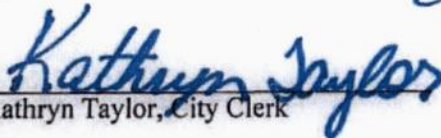
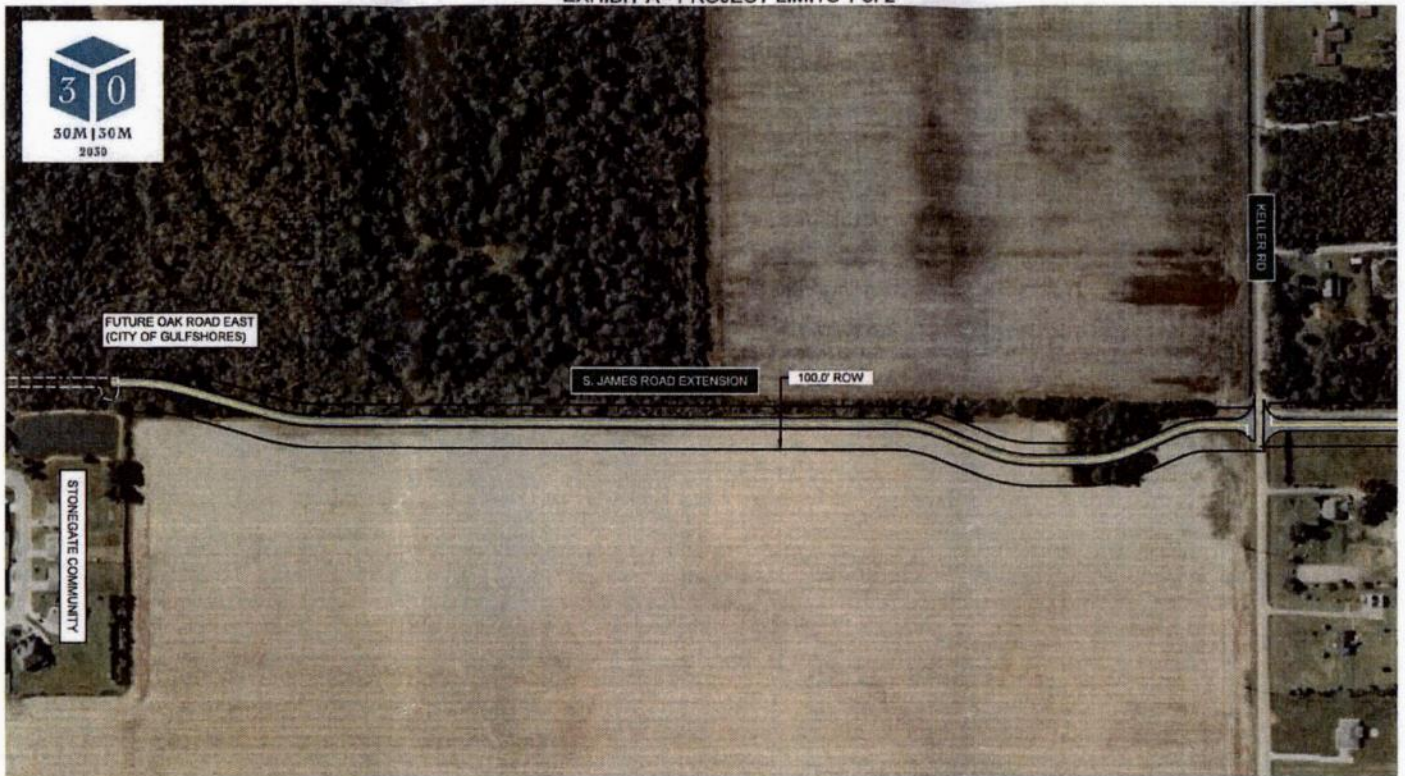
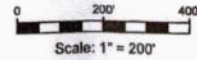
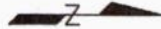

Kathryn Taylor, City Clerk

EXHIBIT A - PROJECT LIMITS 1 of 2



S. JAMES ROAD EXTENSION
CONCEPTUAL SKETCH



Scale: 1" = 200'

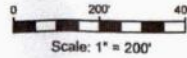
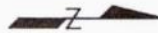
Foley



EXHIBIT A - PROJECT LIMITS 2 of 2

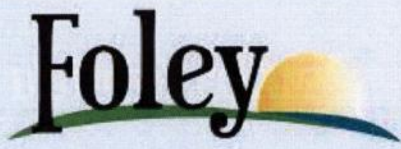


S. JAMES ROAD EXTENSION
CONCEPTUAL SKETCH



Scale: 1" = 200'





Friday, July 25, 2025

CAPITAL ITEM BUDGET FORM

Submitted by:

Logan Eberly

Date

07/25/2025

Department

Finance

Email

leberly@cityoffoley.org

Select item type

Capital Project

Item Listed in Budget

Capital Project Plan

Capital item description

Jame Rd Extension Project

Will this capital item replace a current capital asset?

No

Is there a Grant associated with this capital item?

Yes

Name of Grant (if applicable):

Baldwin County Commission

Grant Amount Available (not yet awarded)

\$0

Grant Amount Awarded

\$2,100,000

City Match Amount

\$2,100,000

Grant Percentage 50%

City Percentage 50%

CAPITAL PURCHASE/PROJECT EXPENDITURE

Budget Information

Budgeted Capital Purchase: Approved and funds are appropriated by the City Council as part of the adoption of the Current Fiscal Year Budget.

Planned Capital Purchase: Included in the 10-Year Capital Purchases Plan within the Current Fiscal Year Budget, but funds are not appropriated at the time of budget adoption.

Capital Project: Included in the 10-Year Capital Projects Plan within the Current Fiscal Year Budget, but funds are not appropriated at the time of budget adoption.

The approved current fiscal year budget shows the capital item expenditure is budgeted/planned in fiscal year(s) (1) 2025 and/or (2) 2026 .

Please Select

Please Select

Planned Project Amount (1)	\$200,000
Planned Project Amount (2)	\$0
Planned Project Total (1+2)	\$200,000
Planned Grant Amount	\$2,100,000
Projected Cost/Expenditure	\$200,000
Excess/(Deficiency)	\$2,100,000

Funding Information

Appropriated Amount	\$200,000
Approved Grant Amount	\$2,100,000
Projected Cost/Expenditure	\$200,000
Excess(Deficient) Funds	\$2,100,000

Request the following budget impact:

Increase Budget by APPROPRIATING Funds

Budget Category appropriating funds to:

Capital Project

Budget Appropriation Detail:

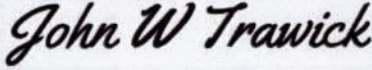
Amount of Funds	Account Number	Account Name
2100000	400-3020-4300	County Project Funding

Explanation for budget appropriation and/or transfer:

Previously under 25-1203-RES, Council approved the intergovernmental service agreement with Baldwin County Commission for the James Road extension project, however, no accounts were amended along with that resolution. The expenses are currently budgeted under 400-3010-5100 CR10, however, the budget need to be transferred to 400-3020-5180. The County has agreed to pay for 50% of the James Road extension as long as the total project costs do not exceed \$4,200,000 (\$2,100,000 City portion & \$2,100,000 County portion). The City would also like to amend the budget to account for the \$2,100,000.00 in County reimbursement for this project under 400-3020-4300.

Approval Activity History

Actor	Actions	Date
mthompson@cityoffoley.org	Approve <i>Michael Thompson</i>	Friday, July 25, 2025
Notification	Approve & Sign request sent to group approval: Require response from one person To: wtrawick@cityoffoley.org,wtrawick@trawickb.com,trawickb@gulftel.com	Friday, July 25, 2025
Notification	Group Approval Step - Reminder Email sent to wtrawick@trawickb.com,trawickb@gulftel.com,wtrawick@cityoffoley.org	Saturday, July 26, 2025
Notification	Group Approval Step - Reminder Email sent to wtrawick@trawickb.com,trawickb@gulftel.com,wtrawick@cityoffoley.org	Saturday, July 26, 2025
Notification	Group Approval Step - Reminder Email sent to wtrawick@trawickb.com,trawickb@gulftel.com,wtrawick@cityoffoley.org	Saturday, July 26, 2025
Notification		Saturday, July 26, 2025
Notification	Group Approval task has been escalated to: charrison@cityoffoley.org Group Approval didn't take any action in the time allowed.	Saturday, July 26, 2025

Actor	Actions	Date
Cian Harrison charrison@cityoffoley.org	Reassigned to: wtrawick@trawickb.com	Tuesday, July 29, 2025
wtrawick@trawickb.com	Approve 	Tuesday, July 29, 2025
Notification	Email sent. (Your request has been approved.) leberly@cityoffoley.org	Tuesday, July 29, 2025



25-1203-RES Agreement to Split withpdf