



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

March 21, 2023

Mayor Robin LeJeune
City of Daphne
Post Office Box 400
Daphne, Alabama 36526

RE: Resolution #2023-085 and Intergovernmental Service Agreement with City of Daphne for Construction of Corte Road Extension between County Road 13 and Friendship Road

Dear Mayor LeJeune:

The Baldwin County Commission, during its regularly scheduled meeting held on March 21, 2023, took the following actions:

- 1) Approve an *Intergovernmental Service Agreement* between the Baldwin County Commission and the City of Daphne to construct an extension of Corte Road from County Road 13 to Friendship Road. The City of Daphne will assume responsibility for maintenance after the project is constructed; and
- 2) Adopt *Resolution #2023-085* authorizing annexation and transfer of responsibility for the extension of Corte Road and Friendship Road to the City of Daphne.

Please find **enclosed fully executed copies** of the *Agreement* and *Resolution #2023-085* for your files.

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

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CG/jb Item CN6

cc: Joey Nunnally
Seth Peterson
Lisa Sangster

ENCLOSURE(S)

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Daphne, 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 or rights-of-way inside their respective jurisdictions; and

WHEREAS, Friendship Road, from County Road 64 south approximately 7,255 feet, is a right-of-way that abuts the corporate limits of the City of Daphne (hereinafter "Friendship Road"); and

WHEREAS, County and City wish to construct an extension of Corte Road from County Road 13 to Friendship Road (hereinafter "Project") as shown in Exhibit A; and

WHEREAS, County agrees to donate County employee time and resources to facilitate designing the Project, letting the Project out for public bid; coordinate utility relocations; coordinate right-of-way acquisition; and facilitate construction, engineering, and inspection (hereinafter "CE&I") for Project construction; and

WHEREAS, The Project has an estimated cost of \$2,500,000; and

WHEREAS, County and City agree to provide funding for the Project. City agrees to provide \$250,000 for the Project and County agrees to fund the remainder; and

WHEREAS, City agrees to be responsible for maintenance of the Project and Friendship Road after completion of the Project; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals**: The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose**: The parties acknowledge and agree that the purpose of this Agreement is to establish the County's and City's responsibility to provide funding for design, permitting, right-of-way acquisition, utility relocation, construction, and CE&I; establish the County's responsibility to donate County employee time and resources to

design the Project, let the Project out for public bid; coordinate utility relocations; coordinate right-of-way acquisition; and provide CE&I; and establish the City's responsibility for the maintenance of the Project and Friendship Road once the Project is complete.

3. **County Remains Owner of Right-of-Way until Completion of the Project:** The County, at all times including during the effective term of this Agreement, shall retain exclusive responsibility for and control over Friendship Road and Corte Road within the Project limits. The City obtains no rights, responsibilities or control for Friendship Road or the Project and rights-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement; except that the City will have exclusive responsibility for and control over Friendship Road and the Project, upon completion of the Project and receipt of Quitclaim Deeds from the County.
4. **Maintenance:** Upon completion of the Project and receipt of Quitclaim Deeds, the City shall retain exclusive maintenance responsibilities for Friendship Road and the Project.
5. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
6. **Financing and Budgeting:** The parties shall be responsible for financing the obligations undertaken by that party hereunder and shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
8. **Term:** The term of this Agreement shall be for thirty-six (36) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties. The City's maintenance responsibilities for Friendship Road and the Project shall be indefinite, or until a separate agreement is reached transferring maintenance responsibilities or unless such maintenance responsibilities are otherwise transferred or extinguished under Alabama law.
9. **Services to be Performed by County**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to this Agreement.
 - B. Utilize in-kind employee time and services to facilitate the acquisition of all rights-of-way necessary to complete the Project.

- C. Utilize in-kind employee time and services to facilitate the completion of design and environmental permitting necessary for the Project.
- D. Utilize in-kind employee time and services to facilitate letting the Project to bid including advertising the Project for public bid, awarding the Project to the lowest responsible and responsive bidder (hereinafter "Contractor"), and entering into a Construction Contract for the construction of the Project.
- E. Utilize in-kind employee time and services to facilitate utility relocations for the Project.
- F. Utilize in-kind employee time and services to facilitate material testing and construction, engineering, and inspection (hereinafter "CE&I") for Project.
- G. Send an invoice to the City for \$250,000 to help fund the Project.
- H. Prepare and execute a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way for Friendship Road and the Project.
- I. Prepare and Execute a resolution consenting to the annexation of all rights-of-way made a part of Friendship Road and the Project, including without limitation those portions of said rights-of-way that are not already the responsibility of the City of Daphne that have been County maintained streets for a period of one (1) year, those portions of said rights-of-way that are located within the City of Daphne but responsibility is vested in the County, and those portions of said rights-of-way that will be initially acquired by the County pursuant to this Agreement.

10. Services to be Performed by City:

- A. Upon receipt of an invoice from the County, City shall issue reimbursement to the County within thirty (30) days of the invoice date.
- B. Upon receipt of the resolution referenced in paragraph 9. I. above, execute an ordinance approving the annexation of all rights-of-way made a part of Friendship Road and the Project, including without limitation those portions of said rights-of-way that are not already the responsibility of the City of Daphne that have been County maintained streets for a period of one (1) year, those portions of said rights-of-way that are located within the City of Daphne but responsibility is vested in the County, and those portions of said rights-of-way that will be initially acquired by the County pursuant to this Agreement. Such ordinance will be in a form similar to the draft ordinance attached hereto as Exhibit B.
- C. Upon receipt of Quitclaim deeds, take all necessary actions to take over maintenance of the Project and Friendship Road, including, but not limited to, the passage of any necessary ordinances accepting maintenance and annexation of the rights-of-way.

this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

[Signatures Follow]

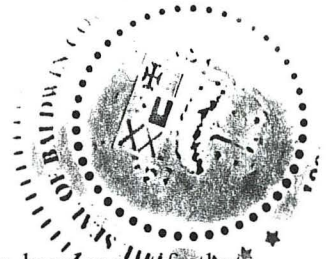
IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: Charles F. (Skip) Gruber 03/24/2023 Ronald J Cink 03/21/2023
Charles F. (Skip) Gruber /Date Ronald J Cink /Date
Chairman Budget Director

State of Alabama)
County of Baldwin)

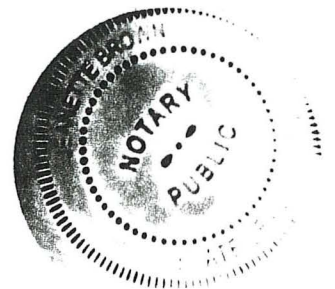


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles F. (Skip) Gruber, as Chairman of the Baldwin County Commission, and Ronald J. Cink, as Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are 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 21st day of March, 2023.

Jeanette Brown
Notary Public
My Commission Expires: _____

My Commission Expires:
August 31, 2026



CITY:
THE CITY OF DAPHNE

ATTEST:

BY:


ROBIN LEJEUNE
Mayor

2-21-23
/Date


CANDACE G. ANTINARELLA /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 Robin LeJeune, whose name as Mayor of the City of Daphne, and Candace G. Antinarella, whose name as City Clerk of the City of Daphne, 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 Daphne.

Given under my hand and official seal, this the 24 day of February, 2023.


Notary Public
My Commission Expires: 12-15-2026

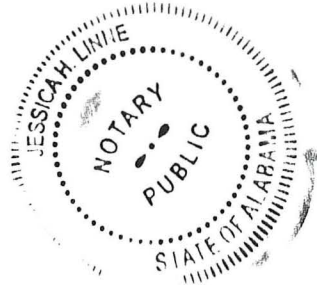


EXHIBIT A
Depiction of the Project

(attached)

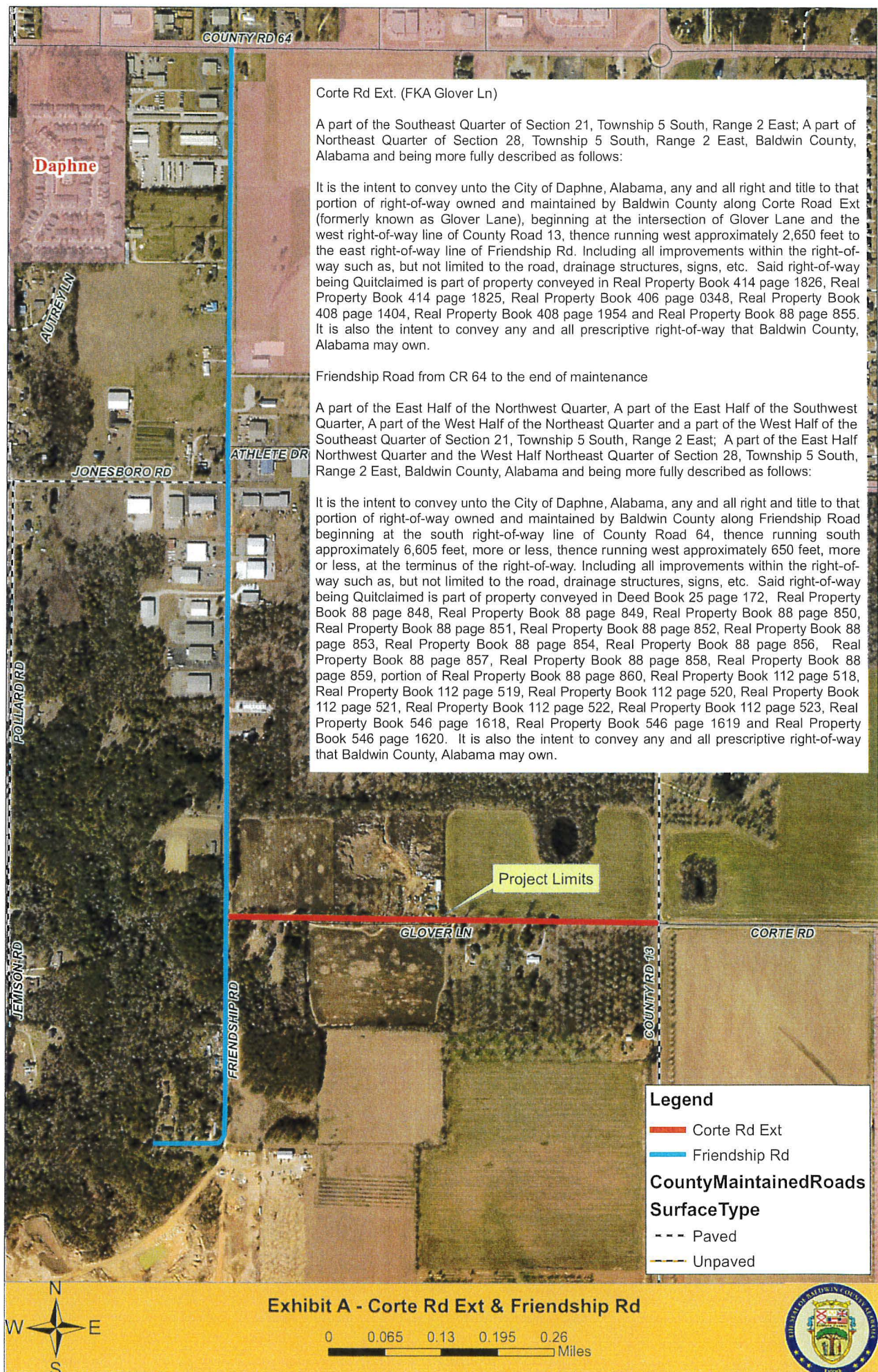


EXHIBIT B
Form of City Ordinance

CITY OF DAPHNE, ALABAMA
ORDINANCE NO. _____

**AN ORDINANCE TO APPROVE THE ANNEXATION OF TERRITORY WITHIN THE
CITY LIMITS OF THE CITY OF DAPHNE, ALABAMA
(BALDWIN COUNTY COMMISSION)**

WHEREAS, the Baldwin County Commission and the City of Daphne are pursuing a project to extend Corte Road from County Road 13 to Friendship Road (hereinafter "Corte Road Ext"); and

WHEREAS, Friendship Road, from County Road 64 south approximately 7,255 feet, is a right-of-way that abuts the corporate limits of the City of Daphne (hereinafter "Friendship Road"); and

WHEREAS, an accurate description of Corte Road Ext and Friendship Road, together with a map thereof showing their relationship to the corporate limits of the City of Daphne, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Corte Road Ext and Friendship Road include all improvements within the right-of-way including, but not limited to, the road, drainage structures, signs, etc.; and

WHEREAS, those portions, if any, of Corte Road Ext and Friendship Road that are not already the responsibility of the City of Daphne have been County-maintained streets for a period of at least one (1) year prior to the effective date of this instrument, or will be constructed with the Corte Road Ext project; and

WHEREAS, the City of Daphne desires to annex and assume responsibility for Corte Road Ext and Friendship Road, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits; and

WHEREAS, in order to accomplish the City of Daphne's desire to annex and assume responsibility for Corte Road Ext and Friendship Road in accordance with *Code of Alabama*, § 11-49-80(b), (c) and (d), the Baldwin County Commission passed a resolution on _____, 20____, authorizing the annexation and transfer of responsibility for Corte Road Ext and Friendship Road to the City of Daphne, a copy of which is attached hereto as Exhibit B; and

WHEREAS, said resolution did petition the City of Daphne for annexation and contained the signature of the owner of the described territory and a map of Corte Road Ext and Friendship Road showing their relationship to the corporate limits of the City of Daphne; and

WHEREAS, the City Council of the City of Daphne has determined that it is in the public interest that Corte Road Ext and Friendship Road be annexed into the City of Daphne and that all legal requirements for annexing Corte Road Ext and Friendship Road have been met pursuant to *Code of Alabama*, §§ 11-42-20 to 24.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DAPHNE, ALABAMA, AS FOLLOWS:

Section 1. The City Council of the City of Daphne, Alabama, finds and declares as the legislative body thereof that it is in the best interest of the citizens of the City, and the citizens of the affected area, to annex and bring the territory described herein as Corte Road Ext and Friendship Road into the corporate limits of the City of Daphne, and to assume responsibility for those portions of Corte Road Ext and Friendship Road, if any, that are already within the corporate limits of the City of Daphne pursuant to *Code of Alabama*, §§ 11-49-80(b), (c) and (d), and 11-42-20 to 24.

Section 2. The boundary lines of the City of Daphne, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Daphne, Alabama, and in addition thereto the following described territory, to-wit:

Corte Road Ext. (FKA Glover Ln)

A part of the Southeast Quarter of Section 21, Township 5 South, Range 2 East; A part of Northeast Quarter of Section 28, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent to convey unto the City of Daphne, Alabama, any and all right and title to that portion of right-of-way owned and maintained by Baldwin County along Corte Road Ext (formerly known as Glover Lane), beginning at the intersection of Glover Lane and the west right-of-way line of County Road 13, thence running west approximately 2,650 feet to the east right-of-way line of Friendship Road. Including all improvements within the right-of-way such as, but not limited to the road, drainage structures, signs, etc. Said right-of-way being Quitclaimed is part of property conveyed in Real Property Book 414 page 1826, Real Property Book 414 page 1825, Real Property Book 406 page 0348, Real Property Book 408 page 1404, Real Property Book 408 page 1954 and Real Property Book 88 page 855. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.

Friendship Road from CR 64 to the end of maintenance

A part of the East Half of the Northwest Quarter, A part of the East Half of the Southwest Quarter, A part of the West Half of the Northeast Quarter and a part of the West Half of the Southeast Quarter of Section 21, Township 5 South, Range 2 East; A part of the East Half Northwest Quarter and the West Half Northeast Quarter of Section 28, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent to convey unto the City of Daphne, Alabama, any and all right and title to that portion of right-of-way owned and maintained by Baldwin County along Friendship Road beginning at the south right-of-way line of County Road 64, thence running south approximately 6,605 feet, more or less, thence running west approximately 650 feet, more or less, at the terminus of the right-of-way. Including all improvements within the right-of-way such as, but not limited to the road, drainage structures, signs, etc. Said right-of-way being Quitclaimed is part of property conveyed in Deed Book 25 page 172, Real Property Book 88 page 848, Real Property Book 88 page 849, Real Property Book 88 page 850, Real Property Book 88 page 851, Real Property Book 88 page 852, Real Property Book 88 page 853, Real Property Book 88 page 854, Real Property Book 88 page 856, Real Property Book 88 page 857, Real Property Book 88 page 858, Real Property Book 88 page 859, portion of Real Property Book 88 page 860, Real Property Book 112 page 518, Real Property Book 112 page 519, Real Property Book 112 page 520, Real Property Book 112 page 521, Real Property Book 112 page 522, Real Property Book 112 page 523, Real Property Book 546 page 1618, Real Property Book 546 page 1619 and Real Property Book 546 page 1620. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.

Subject to any reservations, restrictions, exceptions, and encumbrances of record.

Section 3. The territory described in this ordinance shall become a part of and lie within the corporate limits of the City of Daphne, Alabama, upon publication of this ordinance.

Section 4. To the extent that portions of Corte Road Ext and Friendship Road, if any, are already within the corporate limits of the City of Daphne, but responsibility is vested in the County, the City of Daphne hereby assumes responsibility of said portions of Corte Road Ext and Friendship Road pursuant to *Code of Alabama*, § 11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, § 11-49-81, the City of Daphne's assumption of responsibility for Corte Road Ext and Friendship Road is in exchange for the County agreeing that the City shall provide funding in the amount of \$250,000 and the County shall fund the remaining cost of the project. The Baldwin County Commission and the City of Daphne agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of the road described herein.

Section 5. This ordinance shall be published as provided by law, and a certified copy of the same, together with a certified copy of the resolution and petition of the Baldwin County Commission, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 6. If any part, section or subdivision of this ordinance shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be construed to invalidate or impair the remaining provisions of this ordinance, which shall continue in full force and effect notwithstanding such holding.

ADOPTED THIS THE ____ DAY OF _____, 20__.

ROBIN LEJEUNE
Mayor

Attest:

CANDACE G. ANTINARELLA
CMC, City Clerk

CERTIFICATION OF POSTING

I, CANDACE G. ANTINARELLA, City Clerk of the City of Daphne, Alabama, hereby certify that the above noted ordinance was published by posting copies thereof in the _____, _____ and _____, beginning the ____ day of _____, 20____, and took effect five (5) days thereafter.

CANDACE G. ANTINARELLA
CMC, City Clerk

RESOLUTION NO. 2023-085

**RESOLUTION OF THE COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA,
AUTHORIZING ANNEXATION AND TRANSFER OF RESPONSIBILITY
FOR CORTE ROAD EXT AND FRIENDSHIP ROAD
FROM BALDWIN COUNTY TO THE CITY OF DAPHNE**

WHEREAS, the Baldwin County Commission is pursuing a project to extend Corte Road from County Road 13 to Friendship Road (hereinafter "Corte Road Ext"); and

WHEREAS, Friendship Road from County Road 64 south approximately 7,255 feet are rights-of-way inside or abutting the corporate limits of the City of Daphne (collectively described herein as the "Friendship Road"); and

WHEREAS, an accurate description of Corte Road Ext and Friendship Road, together with a map thereof showing their relationship to the corporate limits of the City of Daphne, is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, Corte Road Ext and Friendship Road includes all improvements within the right-of-way including, but not limited to, the road, drainage structures, signs, etc.; and

WHEREAS, those portions, if any, of Corte Road Ext and Friendship Road that are not already the responsibility of the City of Daphne have been County maintained streets for a period of one (1) year prior to the effective date of this instrument, or will be constructed with the Corte Road Ext project; and

WHEREAS, in order to clarify and simplify the City of Daphne's assumption of responsibility for Corte Road Ext and Friendship Road in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission is submitting its consent and petition to the City of Daphne to annex Corte Road Ext and Friendship Road, and assume the responsibility thereof; and

WHEREAS, the Baldwin County Commission has found and determined that allowing the City of Daphne to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Friendship Road and Corte Road Ext is in the best interest of Baldwin County; and

WHEREAS, the City of Daphne desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Friendship Road and Corte Road Ext in order to facilitate the orderly development and maintenance of this area in its corporate limits; and

WHEREAS, the Baldwin County Commission has the legal authority to carry out the intent of this resolution pursuant *Code of Alabama*, §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 Baldwin County hereby consents to and petitions for the annexation of Corte Road Ext and Friendship Road by the City of Daphne pursuant to *Code of Alabama*, §11-49-80(c), and (d) and §11-42-20 to 24.

Section 2. 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 Daphne as are necessary or requested to carry out the intent of this Resolution.

Section 3. To the extent that portions of Corte Road Ext and Friendship Road, if any, are already located within the corporate limits of City of Daphne, but responsibility is vested in the County, the Baldwin County Commission hereby consents to the assumption of responsibility of said portion or portions of Corte Road Ext and Friendship Road by the City of Daphne, pursuant to *Code of Alabama*, §11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Daphne's assumption of responsibility for Corte Road Ext and Friendship Road is in exchange for the County agreeing that City will provide \$250,000 for the Corte Road Ext project and County will fund the remainder of the project cost. The Baldwin County Commission and the City of Daphne agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of the roads described herein.

Section 4. 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 by the County Commission of Baldwin County, Alabama, on the 21st day of March, 2023.

BALDWIN COUNTY COMMISSION

By: Charles F. Gruber
CHARLES F. GRUBER
Its: Chairman

ATTEST:

Ronald J. Cink
RONALD J. CINK
Budget Director/Interim County Administrator



