



COUNTY COMMISSION

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

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

October 3, 2017

The Honorable Billy Middleton
Mayor
c/o Melissa Lawrence
Town Clerk/Treasurer
Post Office Box 9
Loxley, Alabama 36551

RE: Resolution #2018-006 and Agreement to Transfer Maintenance of a Portion of Fackler Road to the Town of Loxley

Dear Mayor Middleton:

The Baldwin County Commission, during its regularly scheduled meeting held on October 3, 2017, took the following actions:

- 1) Authorized me, as Chairman, to execute the **enclosed Agreement** between the Baldwin County Commission and the Town of Loxley to transfer maintenance of Fackler Road from approximately 1,448 feet east of County Road 49 to County Road 55; and
- 2) Approved the **enclosed Resolution #2018-006** and authorized me, as Chairman, to execute any project related documents.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Joey Nunnally, County Engineer, at (251) 937-0371.

Sincerely,

T. CHRISTOPHER ELLIOTT, Chairman
Baldwin County Commission

TCE/met Item BII

cc: Joey Nunnally
Mary Booth
Lisa Sangster

ENCLOSURE(S)

RESOLUTION NO. 2018-006

**AUTHORIZING AND CONSENTING TO THE TRANSFER OF OWNERSHIP,
MAINTENANCE, AND RESPONSIBILITY FOR FACKLER ROAD FROM APPROX
1448 FEET EAST OF CR 49 TO CR 55**

WHEREAS, Fackler Road from approx 1448 feet east of CR 49 to CR 55 is inside the corporate limits of the Town of Loxley; and

WHEREAS, the Town of Loxley desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Fackler Road from approx 1448 feet east of CR 49 to CR 55 in order to facilitate the orderly development and maintenance of this area in its corporate limits; and

WHEREAS, Baldwin County has found and determined that allowing the Town of Loxley to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Fackler Road from approx 1448 feet east of CR 49 to CR 55 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 Baldwin County hereby agrees to and consents to transfer to the Town of Loxley the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Fackler Road from approx 1448 feet east of CR 49 to CR 55.

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 Town of Loxley as are necessary or requested to carry out the intent of this Resolution.

Section 3. That County hereby agrees that it shall resurface (one time) that portion of Fackler Road from approx 1448 feet east of CR 49 to CR 55 with a minimum 1 and ½ inch overlay, and that the Town's obligations under Section 1 shall not commence until the completion of said project and transfer of right-of-way by County.

Section 4. Based on the condition and use of that portion of Fackler Road from approx 1448 feet east of CR 49 to CR 55, and the request by the Town of Loxley, in accordance with Ala. Code Section 11-49-80 and 81 (1975), the County and the Town of Loxley 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 Fackler Road from approx 1448 feet east of CR 49 to CR 55.

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 3rd day of October, 2017.

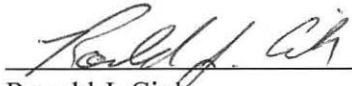
BALDWIN COUNTY

BY:

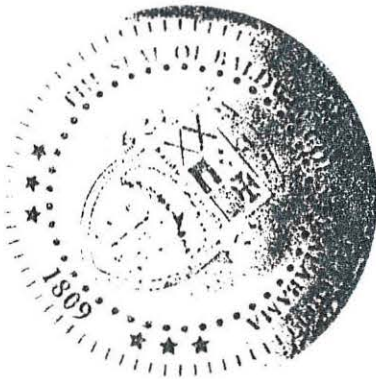

T. Christopher Elliott
Chairman

/Date

ATTEST:


Ronald J. Cink
County Administrator

/Date



AGREEMENT

TRANSFER OF MAINTENANCE OF FACKLER ROAD FROM APPROX 1448 FEET EAST OF CR 49 TO CR 55

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the Town of Loxley, Alabama (hereinafter "Town"), as follows:

RECITALS

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

Whereas, County and Town 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 Town acknowledge and agree that County maintains Fackler Road from approx 1448 feet east of CR 49 to CR 55; and

Whereas, County has authorized funding for certain resurfacing projects throughout Baldwin County, including a project to resurface a portion of Fackler Road (hereinafter "Project"); and

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

Whereas, Town agrees, upon completion of the Project, to accept maintenance of Fackler Road from approx 1448 feet east of CR 49 to CR 55 (approximately 1232 feet as shown in Exhibit A); and

Whereas, Town has found and determined that taking over control of Fackler Road from approx 1448 feet east of CR 49 to CR 55 is in the best interest of Town; and

Whereas, County has found and determined that allowing Town to take control of Fackler Road from approx 1448 feet east of CR 49 to CR 55 is in the best interest of County; and

Whereas, County and Town now wish to enter into this Agreement to provide for their joint cooperation in the completion of the Project and successive transfer of maintenance responsibilities; and

Whereas, both County and Town 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 Town 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, the County and Town hereby agree as follows:

Section 1. That Town shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Fackler Road from approx 1448 feet east of CR 49 to CR 55 (approximately 1232 feet) as shown in the attached Exhibit "A" effective upon completion of the Project.

Section 2. That County hereby agrees that it shall resurface (one time) that portion of Fackler Road from approx 1448 feet east of CR 49 to CR 55 with a minimum 1 and ½ inch overlay (the "Project") and to thereafter transfer ownership of the corresponding right-of-way to the Town. The Town's obligations under Section 1 shall not commence until the completion of said Projects by County and the County had transferred ownership of the corresponding right-of-way.

Section 3. Town 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 Town. This indemnification shall survive the expiration or termination of this Agreement.

Section 4. That this Agreement contains the entire agreement of the parties concerning Fackler Road from approx 1448 feet east of CR 49 to CR 55, 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 Town, 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: T. Christopher Elliott / 10/31/17
T. Christopher Elliott /Date
Chairman

Ronald J. Cink / 10/31/17
Ronald J. Cink / Date
County Administrator



CITY:
THE TOWN OF LOXLEY

ATTEST:

BY: Billy Middleton / 9-13-17
Billy Middleton / Date
Mayor

Melissa Lawrence / 9-13-17
Melissa Lawrence / Date
Town Clerk

State of Alabama)
County of Baldwin)

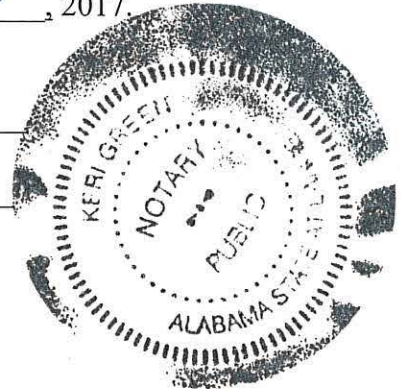
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, 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 3rd day of October, 2017.

Ken Hae
Notary Public

Notary Public

My Commission Expires: 11/23/10



State of Alabama)
County of Baldwin)

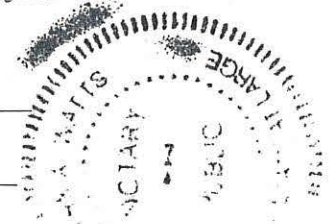
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, BILLY MIDDLETON, whose name as Mayor of the Town of Loxley, and MELISSA LAWRENCE, whose name as Town Clerk of the Town of Loxley, are signed to the foregoing instrument and who are known to me, acknowledged 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 Town of Loxley.

Given under my hand and official seal, this the 13th day of September, 2017.

Mark A. Watts
Notary Public

Notary Public

My Commission Expires: _____



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: 12-13-2017
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Exhibit A
Portion of Fackler Road from approx 1448 feet east of CR 49 to CR 55



Z:\PRE-CONSTRUCTION\A - Pre-Construction Projects
01 - Resurfacing Projects\FY 2018 Resurfacing Plan
F - GIS\2 - Maps\Fackler Rd in Town of Loxley.mxd S Appleton

0 250 500 750 1,000 Feet

