



## COUNTY COMMISSION

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

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

March 6, 2018

The Honorable Charles H. Murphy  
City of Robertsdale  
Post Office Box 429  
Robertsdale, Alabama 36567  
ATTN: Shannon Burkett, City Clerk

**RE: Resolution #2018-058 and Intergovernmental Service Agreement with the City of Robertsdale for the Resurfacing and Maintenance of Oakdale Lane from Buck Road to Approximately 333 Feet East of Buck Road**

Dear Mayor Murphy:

The Baldwin County Commission, during its regularly scheduled meeting held on March 6, 2018, approved *Resolution #2018-058* and an *Intergovernmental Service Agreement* between the City of Robertsdale and Baldwin County for the resurfacing and maintenance of Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road.

Enclosed are **fully executed copies** of *Resolution #2018-058* and the *Intergovernmental Service Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0395 or Joey Nunnally, County Engineer, at (251) 937-0371.

Sincerely,



FRANK BURT, JR., Chairman  
Baldwin County Commission

FB/met Item BF1

cc: Joey Nunnally  
Matthew Brown  
Lisa Sangster

ENCLOSURE

## **RESOLUTION NO. 2018-058**

### **AUTHORIZING AND CONSENTING TO THE TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR OAKDALE LANE FROM BUCK ROAD TO APPROXIMATELY 333 FEET EAST OF BUCK ROAD**

**WHEREAS**, Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road is inside the corporate limits of the City of Robertsdale; and

**WHEREAS**, the City of Robertsdale desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road 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 City of Robertsdale to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road 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 City of Robertsdale the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road.

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 Robertsdale 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 Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road 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 project and transfer of right-of-way by County.

Section 4. Based on the condition and use of that portion of Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road, and the request by the City of Robertsdale, in accordance with Ala. Code Section 11-49-80 and 81 (1975), the County and the City of Robertsdale 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 Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road.

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.

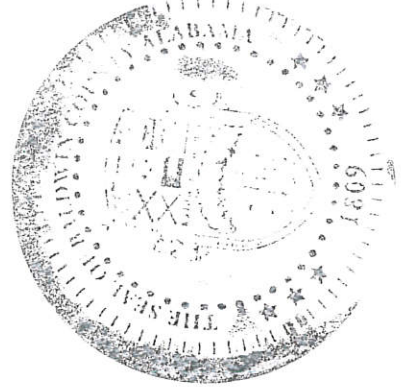
Adopted and approved this 16<sup>th</sup> day of March, 2018.

BALDWIN COUNTY

BY: Frank Burt, Jr. / 3/6/2018  
Frank Burt, Jr. /Date  
Chairman

ATTEST:

Ronald J. Cink / 3/6/2018  
Ronald J. Cink /Date  
County Administrator



## **AGREEMENT**

### **TRANSFER OF MAINTENANCE OF OAKDALE LANE FROM BUCK ROAD TO APPROXIMATELY 333 FT EAST OF BUCK ROAD**

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Robertsedale, 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 Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road; and

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

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

**Whereas**, City agrees, upon completion of the Project, to accept maintenance of Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road (as shown in Exhibit A); and

**Whereas**, City has found and determined that taking over control of Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road is in the best interest of City; and

**Whereas**, County has found and determined that allowing City to take control of Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road 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 Project and successive 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, the County and City hereby agree as follows:

Section 1. That City shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road 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 Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road with a minimum 1 and ½ inch overlay (the "Project") and to thereafter transfer ownership of the corresponding right-of-way to the City. The City's obligations under Section 1 shall not commence until the completion of said Projects by County and the County has transferred ownership of the corresponding right-of-way.

Section 3. 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 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.

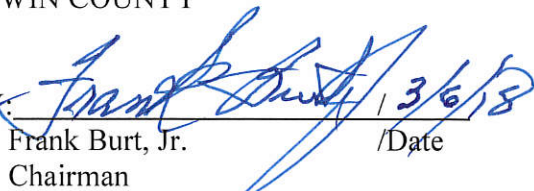
Section 4. That this Agreement contains the entire agreement of the parties concerning Oakdale Lane from Buck Road to approximately 333 feet east of Buck Road, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those 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:

  
Frank Burt, Jr.  
Chairman

/Date

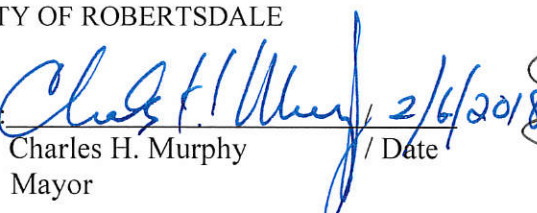
  
Ronald J. Cink  
County Administrator

/Date

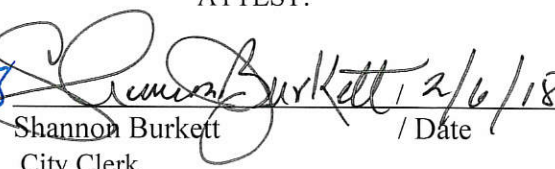
**CITY:**  
THE CITY OF ROBERTSDALE

**ATTEST:**

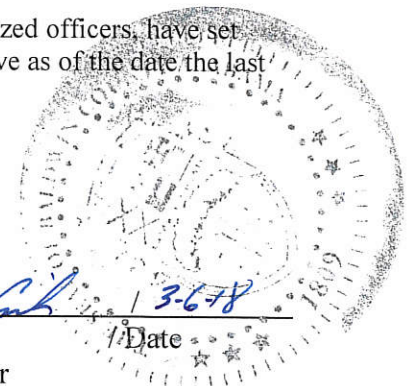
BY:

  
Charles H. Murphy  
Mayor

/Date

  
Shannon Burkett  
City Clerk

/Date



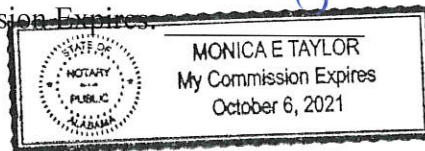


State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that FRANK BURT, JR., 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 6<sup>th</sup> day of March, 2018.

Monica E. Taylor  
Notary Public  
My Commission Expires:



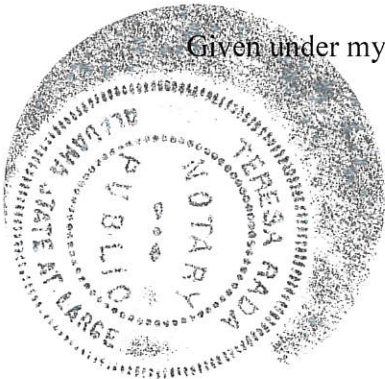
State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, CHARLES H. MURPHY, whose name as Mayor of the City of Robertsedale, and SHANNON BURKETT, whose name as City Clerk of the City of Robertsedale, 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 Robertsedale.

Given under my hand and official seal, this the 6<sup>th</sup> day of February, 2018.

Teresa A. Rada  
Notary Public  
My Commission Expires:

10/16/2021







# Robertsdale

## Legend

- Oakdale Ln in Robertsdale City Limits
- STATE HWYS
- COUNTY MAINTAINED ROADS
- ASPHALT
- GRAVEL/DIRT
- 911 ROADS
- WATER
- CITY LIMITS



THREE CONSTRUCTION - Pre-Construction Paper  
in Robertsdale Planning and Research Plan  
F-100 - Hypothetical City Limits and City Limits

## Exhibit A

Portion of Oakdale Ln from Buck Rd to approx. 333 ft east of Buck Rd

