

Minutes of the proceedings of the Graysville Water and Sewer Board of the City of Graysville, Alabama regular meeting held on November 2, 2017.

Mr. Roger Youngblood gave the invocation.

The regular meeting of the Water and Sewer Board of the City of Graysville was called to order at 5:30 p.m. in the Council Chambers of the City Hall by Chairman Karen Lauderdale.

Upon roll call those present were:

<i>Absent:</i>	<i>KAREN LAUDERDALE</i>	<i>CHAIRMAN</i>
	<i>JAMES ARMSTRONG</i>	<i>MEMBER</i>
	<i>GEORGE HELMS</i>	<i>MEMBER</i>
	<i>LYNN IRWIN</i>	<i>MEMBER</i>
	<i>RONNIE SAINT</i>	<i>MEMBER</i>

Also present was Leslie Klasing, attorney; Superintendent Clark Davis; Tommy Greene, Comptroller; several local citizens and Secretary, Kathy Dumas.

Mr. Saint moved to approve minutes of October 5, 2017 as presented. Motion seconded by Mrs. Irwin and carried.

Invoices were presented for payment as follows:

WATER:	BILLS	November 2, 2017
UNIFIRST CORP	35.80	EMPLOYEE UNIFORM EXP
BROOKLERE PHARMACY	8.82	COLLECTION FEES
CITY OF GRAYSVILLE	5,920.92	LEASED EMP EXPENSES
LOWES BUS ACCT	291.38	MAINT SUPPLIES
REGIONS BANK	223.28	MAINT SUPPLIES
VERIZON WIRELESS	422.16	EMP RADIO/TEL EXP
CITY OF GRAYSVILLE	15,029.36	PAYROLL LEASED EMPLOYEES
GRAYSVILLE MUN GAS	11.95	UTILITY BILLS EXP
ALABAMA POWER	1,232.81	UTILITY EXPENSE
KELLY'S TIRE	12.00	TIRE REPAIRS
BIRMINGHAM WATER	<u>73,538.33</u>	WATER PURCHASES
TOTAL:	96,726.81	

Mrs. Irwin moved to approve payment of invoices as presented. Motion seconded by Mr. Saint and carried unanimously.

Chairman Lauderdale presented the following settlement agreement:

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between the Water Works and Sewer Board of the City Graysville (“Owner”) and Baird Contracting, Inc. (“Contractor”) (together, the “Parties”), to memorialize the completion, acceptance, settlement, and full satisfaction of all rights, duties, and obligations between them under that certain contract dated November 11, 2016 (the “Contract”), concerning the project described as “Graysville Water System Improvements/DWSRF #FS010191-01” (the “Project”).

In consideration of the promises and covenants contained in this Agreement, the Parties agree as follows:

1. Owner’s Payment and Other Inducement to Contractor. Immediately upon execution of this Agreement, Owner will pay to Contractor and Contractor will accept the total sum of \$84,533.60 (Eighty-Four Thousand Five Hundred Thirty-Three and 60/100 Dollars), as payment in full for all amounts otherwise owed but remaining unpaid to Contractor for the Project. As further consideration and material inducement for Contractor to enter into this Agreement, Owner has permitted Contractor to remove 1,000 (One Thousand) water meters of Contractor’s sole choosing from the Project site.
2. Contractor’s Payment to Owner. Immediately upon receipt of the payment from Owner as provided in paragraph 1 of this Agreement, Contractor will pay to Owner and Owner will accept the total sum of \$14,000.00 (Fourteen Thousand and 00/100 Dollars) in full satisfaction of and compensation for any known or unknown warranty claims, alleged defective work, repair or replacement expenses, changes, delays, tests and inspections, punch list items, and other damages, costs, or expenses, of any nature, asserted or unasserted, whether arising prior to or after the date of the execution of this Agreement.
3. Mutual Release and Termination of Contract. Without regard to any conflicting provision of the Contract, provided the payment and other covenants set forth in the preceding paragraphs have been fully satisfied, each Party to this Agreement releases and forever absolves from liability the other Party and its past and present agents, representatives, employees, officers, directors, shareholders, attorneys, affiliates, insurers, predecessors, successors, heirs, executors, and assigns, from any and all known or unknown legal, equitable or other rights, duties, obligations, responsibilities, claims, counterclaims, demands, set-offs, defenses, contracts, costs, expenses, causes of action, controversies, and disputes of any nature whatsoever, arising from or related to the Contract or the Project. By entering into this Agreement as evidenced by the signatures of their authorized representatives below, the Parties mutually agree that Owner is accepting Contractor’s work on the Project “as is,” Owner is paying Contractor in full for all remaining amounts owed, and the Contract is immediately terminated, without regard to any conflicting provision concerning warranties, delays, expenses, payment, notice, termination, or any other matter.

4. Construction and Governing Law. This Agreement is negotiated, prepared and drafted with joint and equal participation by the Parties and their counsel such that no rule of construction shall apply against any party or in favor of any Party. This Agreement shall be governed by and enforced in accordance with the laws of the State of Alabama.
5. Signatures. Each Party represents and warrants that the person signing below is duly authorized and has the capacity to this Agreement on its behalf.

We hereby agree to be bound by the foregoing Settlement Agreement and Mutual Release, effective on the ____ day of _____, 2017.

OWNER:

WATER WORKS AND SEWER BOARD
OF THE CITY OF GRAYSVILLE

[SIGNATURE]

[PRINTED/TYPED NAME]

[TITLE]

CONTRACTOR:
BAIRD CONTRACTING CO., INC.

[SIGNATURE]

[PRINTED/TYPED NAME]

[TITLE]

Mr. Saint moved to approve Settlement Agreement as presented. Motion seconded by Mrs. Irwin. Roll call votes as follows:

<i>Mrs. Irwin</i>	<i>Yes</i>
<i>Mr. Saint</i>	<i>Yes</i>
<i>Mr. Helms</i>	<i>Yes</i>
<i>Chairman Lauderdale</i>	<i>Yes</i>

Thereupon on motion of Mr. Saint, motion seconded by Mrs. Irwin and being unanimously carried the meeting was duly adjourned.

Karen Lauderdale, Chairman

George Helms, Member

Lynn Irwin, Member

Ronnie Saint, Member

Secretary Kathy Dumas