

RESOLUTION 2022-16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MS PROPERTIES AND MANAGEMENT FOR STUMP REMOVAL AND LEVELING AT 14774 GATES AVENUE, MAGNOLIA SPRINGS, ALABAMA

WHEREAS, the Town of Magnolia Springs wishes to remove stumps and level the Town owned property located at 14774 Gates Avenue, Magnolia Springs, Alabama, to maintain and improve the property.

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, while in regular session, that the Town Council authorizes Mayor Kim Koniar to execute an agreement with MS Properties and Management for stump removal and leveling at 14774 Gates Avenue, Magnolia Springs, Alabama not to exceed **eight thousand five hundred and fifty dollars and zero cents (\$8,550.00)**. The Mayor is hereby authorized to disperse the funds in one (1) lump sum payment at completion of project.

ADOPTED AND APPROVED on this 24th day of May, 2022.



Kim Koniar, Mayor

ATTEST:



Hannah Driskell, Town Clerk

MS Properties and Management

14469 McCoy Ln.
Magnolia Springs, Alabama
36555 US
Gjw031893@gmail.com



Estimate

ADDRESS
TOWN OF MAGNOLIA SPRINGS

ESTIMATE 1004
DATE 04/15/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	STUMP REMOVAL	REMOVE, LEVEL GROUND, AND HAUL-OFF APPROXIMATELY 56 STUMPS AND ANY WATER OAKS THAT NEED TO BE TAKEN DOWN DUE TO CLOSE PROXIMITY OF STUMPS FROM THE TOWN OF MAGNOLIA SPRINGS LOT WITH PPIN: 13130.	1	8,550.00	8,550.00
	LOAD OF TOP SOIL TO FILL ANY HOLES.	WILL BE AN EXTRA CHARGE IF TOWN DECIDES TO HAVE TOPSOIL BROUGHT IN TO FILL HOLES.	1	0.00	0.00
	REPAIRS AND MAINTENANCE	ANY OTHER ADDITIONAL WORK/CHARGES WILL BE REPORTED TO STEVE MOBLEY FOR CONSIDERATION BEFORE SAID WORK IS STARTED.	1	0.00	0.00

SUBTOTAL	8,550.00
TAX	0.00
TOTAL	\$8,550.00

Accepted By

Accepted Date

**AGREEMENT BETWEEN THE TOWN OF MAGNOLIA SPRINGS
AND MS PROPERTIES AND MANAGEMENT, LLC**

This Agreement (the "Agreement") is made and entered into as of the 2nd day of June, 2022, between the Town of Magnolia Springs, a municipal corporation (the "Town") and MS Properties and Management, LLC, an Alabama limited liability company ("MS Properties and Management, LLC").

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Scope of Work.** MS Properties and Management, LLC agrees to remove stumps and level the property located at 14774 Gates Avenue that is owned by the Town.
2. **Acceptance and Payment.** When the Work described in this Agreement has been fully completed in accordance with the terms hereof, the Town shall perform an inspection of the Work. Upon completion of such inspection and acceptance of the Work by the Town, the Town shall pay to MS Properties and Management, LLC the sum of eight-thousand, five-hundred and fifty dollars and zero cents (\$8,550.00).
3. **Indemnity.** MS Properties and Management, LLC agrees to indemnify, defend and hold the Town, its elected officials, officers, agents, and employees harmless from all costs, liabilities, loss and claims for damages of any kind, including reasonable attorney's fees, suffered, paid or incurred by the Town arising out of or by virtue of the performance of this Agreement and/or the activities of MS Properties and Management, LLC, its principals, directors, officers, members, managers, agents, servants, and employees in the performance of this Agreement; any injury or damage to person, including death, or property resulting from the provision by MS Properties and Management, LLC, its officers, employees, agents, parents, affiliates, or contractors of services hereunder; or MS Properties and Management, LLC's failure to pay any bills, invoices, costs and other charges related to or arising out of services hereunder. In the event the Town is made a party to any lawsuit or legal proceeding arising from MS Properties and Management, LLC's activities under this Agreement, MS Properties and Management, LLC agrees to indemnify and hold the Town harmless from all costs, including reasonable attorney's fees and expenses, associated with the same. This duty shall survive the termination of this contract.
4. **Insurance.** MS Properties and Management, LLC, as a condition to entering into this Agreement, shall furnish and maintain, at the amounts described below, during the term of this Agreement the following:
 - a. Workers Compensation: Statutory; and
 - b. Commercial general liability: not less than \$300,000.00.

Certificates of all policies shall be furnished to the Town and acceptable to the Town.

5. **Warranty.** MS Properties and Management, LLC warrants to the Town that the stump removal and leveling will be of good quality and will be free from defects. MS Properties and Management, LLC agrees to maintain and make any and all necessary repairs, upon demand by the Town, during the warranty period. The warranty period is for two (2) years and such period begins upon acceptance of the Work, pursuant to paragraph 2 above.

6. **Miscellaneous.**

- a. **Independent Contractor Status.** MS Properties and Management, LLC is an independent contractor and neither MS Properties and Management, LLC nor its agents or employees are employees of the Town.
- b. **Law, Venue and Jurisdiction.** All the provisions of this Agreement shall be governed, construed by and administered in accordance with the laws of the State of Alabama. The parties agree that any legal action brought to enforce the terms of this Agreement shall be instituted and maintained only in the Circuit Court of Baldwin County, Alabama.
- c. **Assignability.** This Agreement shall not be assignable by any party hereto without the prior written consent of the other party, and any purported assignment by any party without such prior written consent shall be void.
- d. **Notice.** Any notice or demand which is required or necessary to be given under the terms of this Agreement shall be deemed to have been sufficiently given or served for all purposes by being delivered in person to the party to who the notice or demand is directed, or by being sent as first class mail, postage prepaid, to other party at the following addresses:

If to MS Properties and Management, LLC:

MS Properties and Management, LLC
Attn: Grant Weeks
14469 McCoy Lane
Magnolia Springs, AL 36555

If to the Town:

Town of Magnolia Springs
Attn: Town Clerk
PO Box 890
Magnolia Springs, AL 36555

June IN WITNESS WHEREOF the parties have signed their names hereto on this 2nd day of _____, 2022, after a reading of the whole.

TOWN OF MAGNOLIA SPRINGS, ALABAMA

Nick Shields
Nick Shields, Mayor Pro Tempore 2 June 2022
Date

ATTEST: Hannah Driskell
Hannah Driskell, Town Clerk



MS PROPERTIES AND MANAGEMENT, LLC

By: Grant Weeks
Its: Owner/Operator
Date: 6/3/2022