

**RESOLUTION OF THE CITY OF MIDFIELD, ALABAMA
APPROVING THE SOLICITATION OF FUNDS FROM CITY
BUSINESSES FOR MIDFIELD 2025 PUBLIC EASTER EGG
HUNT EVENT AND AUTHORIZING THE MAYOR TO SIGN A
SOLICITATION LETTER TO THE BUSINESSES FOR THIS
PURPOSE**

WHEREAS, The April Easter Egg Hunt is an event designed to bring the Midfield Community together for a day of fun, comradery, fellowship, and good will among the citizens of Midfield; and


WHEREAS, The City Council declares that the event serves a public purpose because it brings the community together for joyful fellowship thereby promoting the general public welfare for the citizens of Midfield; and

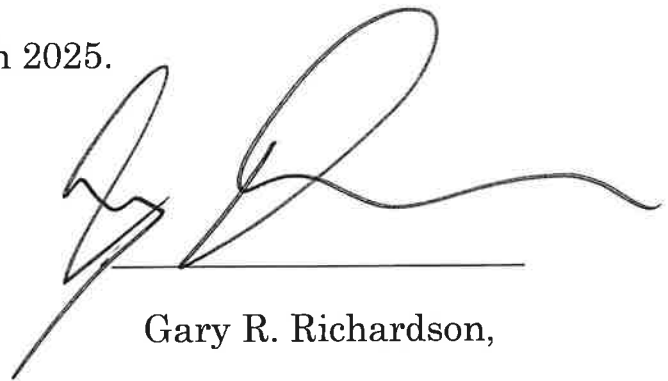
WHEREAS, The City needs donations from Midfield's businesses to help pay for the expenses associated with providing door prizes,

bikes, scooters, and other Easter items. There will also be plastic eggs matched with gifts, as well as refreshments, for the public event;

NOW THEREFORE BE IT RESOLVED that the City Council does hereby authorize the Mayor to send a solicitation letter on behalf of the City of Midfield, Alabama soliciting funds from the City's business for door prizes, bikes, scooters, and other Easter items. There will also be plastic eggs matched with gifts, as well as refreshments candy and other related incidentals for the April Easter Egg Hunt to be held in April ,2025. A copy of which is attached as Exhibit A to this resolution.

Approved this 10th day of March 2025.

Attest:

Falencia Ratcliff
City Clerk


Gary R. Richardson,
Mayor

**RESOLUTION OF CITY COUNCIL APPRISING THE
JEFFERSON COUNTY ALABAMA COMMISSION OF A
DANGEROUS ROAD CONDITION ON RUTLEDGE ROAD
AND REQUESTING THE COUNTY COMMISSION TO
ABATE THE DANGEROUS CONDITION BY ADDING
GUARD RAILS AND FLASHING LIGHTS AND/OR OTHER
APPROPRIATE SAFETY DEVICES**

Whereas, Numerous citizens of the city of Midfield have expressed their concerns about the dangerous existence existing at Rutledge Road; and

Whereas, The citizens describe the dangerous condition that follows a deep dark curve, and a ditch on both sides of the road. This is a blind spot for most drivers, and they are unaware of the ditch until they are already on the road, and there are no rails for safety.

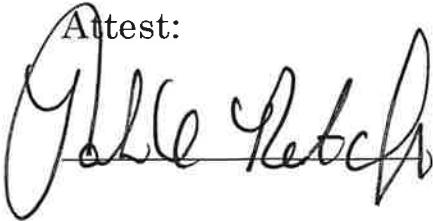
Whereas, The citizens have stated that they have contacted the members of Jefferson County Alabama Commission about the dangerous condition on Ruthledge Road, which is a county-maintained road, but have not received any positive responses from the Commission; and

Whereas, The county has not remedied the situation by abating and/or providing remedies to abate the dangerous condition.

NOW THEREFORE BE IT RESOLVED, The City of Midfield, Alabama on behalf of the citizens of Midfield respectfully reports the dangerous condition and requests the County Commission take the appropriate steps to eliminate and remedy the dangerous condition as heretofore described in this resolution.

Approved this 10th day of March, 2025.

Attest:



Falencia Ratcliff City Clerk



Gary R. Richardson, Mayor

**RESOLUTION OF THE MIDFIELD CITY COUNCIL
APPROVING LIGHTING UPGRADES TO CITY OWNED
PROPERTY AS DESCRIBED IN EXHIBITS A and B
ATTACHED**

Whereas, the City Council desires to upgrade existing lighting fixtures to LED Technology for greater efficiency and economy; and

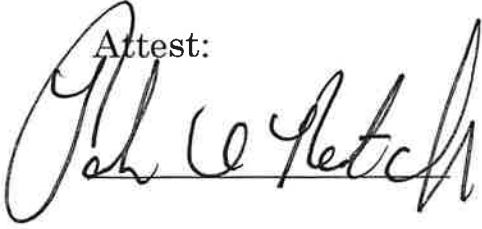
Whereas, The City of Midfield is an existing customer with Alabama Power Company; and

Whereas, Alabama Power has submitted two (2) proposed services agreements to provide upgrades as more particularly described in the attached exhibits A and B.

NOW THEREFORE BE IT RESOLVED that the City Council does hereby approve of said service agreements and authorize the Mayor to sign and execute all necessary documents to enter into the agreements with Alabama Power Company.

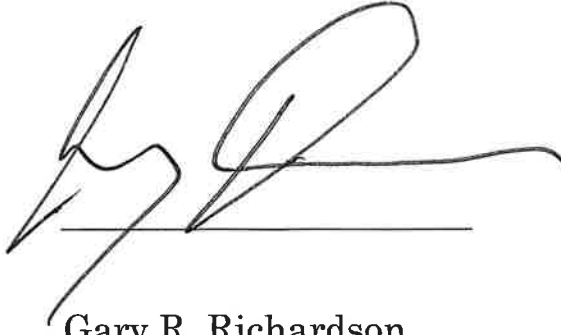
Approved this 10th, day of March 2025.

Attest:

A handwritten signature in cursive script, appearing to read "Falencia Ratcliff", written over a horizontal line.

Falencia Ratcliff

City Clerk

A handwritten signature in cursive script, appearing to read "Gary R. Richardson", written over a horizontal line.

Gary R. Richardson,

Mayor

EXHIBIT A

Service Cost Agreement

Monthly Cost \$1,209.48

For 36 Months

Lighting Services Agreement – Illumination
NESC® Governmental



Project # LP66706

Customer Legal Name CITY OF MIDFIELD DBA FLASH PARK

Service Address 410 GRANT ST BIRMINGHAM AL 35228 County Jefferson - AL

Mailing Address 725 BESSEMER SUPER HWY BIRMINGHAM AL 35228

Email _____ Tel # 205-923-7578 Alt Tel # _____

Tax ID# XXX-XX-4105 Business Description MUNICIPAL

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 30996-96011

Selected Components				
Qty	Wattage	Type	OH/UG	Description
4	183	Flood	OH	Bronze 4000K
1	106	Area	OH	Bronze 4000K
3	166	Area	OH	Bronze 4000K
1	88	Area	OH	Bronze 4000K
1	54	Roadway	OH	Bronze 4000K
7	248	Flood	OH	Bronze 4000K
2	213	Flood	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$1,094.37	\$115.11	\$1,209.48

Prepaid Amount	\$0.00
Initial Term	36 months

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:

TO UPGRD APCO LIGHTS TO LED. 248 WATT TO PROVIDE 39,001-45,000 LUMENS, 54 WATT TO PROVIDE 5001-8500 LUMENS, 88 WATT TO PROVIDE 8501-14000 LUMENS, 166 WATT TO PROVIDE 19001-27000 LUMENS, 106 WATT TO PROVIDE 14001-19000 LUMENS, 183 WATT TO PROVIDE 22,001-32,000 LUMENS, 213 WATT TO PROVIDE 32,001-39,000 LUMENS.

Lighting Services Agreement – Illumination
NESC® Governmental



Project # LP66706

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which **Alabama Power Company ("APC")** will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the start date of the first monthly billing service period for lighting service under this Agreement. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("Installation"). Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching). Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
9. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer; Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **Liability.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

CUSTOMER AND SALES CONTRACT DATA SHEET

LAMP Project # 66706 **Contract Date:** 12/19/2024
Project Name: CITY OF MIDFIELD - REC CENTER **NAICS Code:** 921110
Lighting Services Rep: Emily Breaseale
Engineer: Tammie Williams
Division: Birmingham
Customer Type: Commercial-Municipal

Create new lighting only account? No
Remove all fixtures from CSS account on contract? Yes, Remove All
Removals needed on additional accounts? Yes, Account # REMOVE ALL LIGHTS FROM 71512-37014 AND 06202-37005
If account will final when lights are removed, add lights to another account? No

Manufacturer	Acuity Brands	Style	Area	Color	Bronze	Quantity	
Manufacturer	Acuity Brands	Style	Area	Color	Bronze	Quantity	1
Manufacturer	Cooper Lighting	Style	Roadway	Color	Bronze	Quantity	1
Manufacturer	Current Lighting	Style	Flood	Color	Bronze	Quantity	7
Manufacturer	Current Lighting	Style	Flood	Color	Bronze	Quantity	2
Manufacturer	Current Lighting	Style	Flood	Color	Bronze	Quantity	4
Manufacturer	Acuity Brands	Style	Area	Color	Bronze	Quantity	3

Notes

Date	Name	Type	Description

EXHIBIT B

Service Cost Agreement

Monthly Cost \$211.74

For 36 Months

Lighting Services Agreement – Illumination
NESC® Governmental



Project # LP66705

Customer Legal Name CITY OF MIDFIELD DBA _____

Service Address 725 BESSEMER SUPER HWY BIRMINGHAM AL 35228 County Jefferson - AL

Mailing Address 725 BESSEMER SUPER HWY MIDFIELD AL 35228

Email _____ Tel # 205-923-7578 Alt Tel # _____

Tax ID# XXX-XX-4105 Business Description MUNICIPAL

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 87482-39007

Selected Components				
Qty	Wattage	Type	OH/UG	Description
4	183	Flood	OH	Bronze 4000K
2	106	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$181.88	\$29.86	\$211.74

Prepaid Amount	\$0.00
Initial Term	36 months

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 TO UPGRADE EXISTING APCO LIGHTING TO LED TECHNOLOGY. 183 WATT TO PROVIDE 22,001-32,000 LUMENS. 106 WATT TO PROVIDE 14001-19000 LUMENS.

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which **Alabama Power Company ("APC")** will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the start date of the first monthly billing service period for lighting service under this Agreement. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("Installation"). Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days) notice to APC that APC Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), **Customer must mark any private utility or facility (e.g., gas, water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
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10. **Disclaimer; Damages.** **APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Illumination Service or any APC Activity.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **Liability.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

CUSTOMER AND SALES CONTRACT DATA SHEET

LAMP Project # 66705 **Contract Date:** 12/19/2024
Project Name: CITY OF MIDFIELD - CITY HALL **NAICS Code:** 921110
Lighting Services Rep: Emily Breaseale
Engineer: Tammie Williams
Division: Birmingham
Customer Type: Commercial-Municipal

Create new lighting only account? No
Remove all fixtures from CSS account on contract? Yes, Remove All
Removals needed on additional accounts? No
If account will final when lights are removed, add lights to another account? No

Manufacturer	Current Lighting	Style	Flood	Color	Bronze	Quantity	4
Manufacturer	Acuity Brands	Style	Area	Color	Bronze	Quantity	2

Notes

Date	Name	Type	Description
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