

IN THE CITY OF META, MISSOURI

Bill NO. 2017-5

ORDINANCE NO. 500

AN ORDINANCE AUTHORIZING THE MAYOR PRO TEM TO EXECUTE A CONTRACT WITH HAROLD LIBBERT OF HAROLD LIBBERT CONSTRUCTION, TO SERVE AS INTERIM CHIEF WATER OPERATOR FOR WATER MAINTENANCE AND REPAIRS FOR THE CITY OF META, MISSOURI STARTING FEBRUARY 1, 2017.

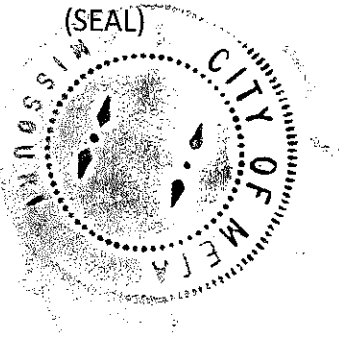
BE IT ENACTED BY THE BOARD OF ALDERMEN OF THE CITY OF META, MISSOURI AS FOLLOWS:

- Section 1. The Mayor Pro Tem is hereby authorized to execute a contract with Harold Libbert of Harold Libbert Construction for provision of Interim Chief Water Operator, for water maintenance and repairs for the City of Meta, Missouri.
- Section 2. The terms of said contract shall be as set forth in a contract attached as Exhibit A.
- Section 3. This Ordinance shall be in full force and effect from and after the final passage and approval.

FIRST READING HELD ON THIS 8TH DAY OF MARCH, 2017.

SECOND READING AND FINAL PASSAGE AND APPROVAL HELD ON THIS 8TH DAY OF MARCH, 2017.

| ALDERMEN: | AYE | NAY |
|-------------------------------|----------|-------|
| Lawrence Hoffman | <u>✓</u> | _____ |
| Otto Wankum | <u>✓</u> | _____ |
| Ivie Helton | <u>✓</u> | _____ |
| Christine Peach | <u>✓</u> | _____ |
| Mayor (in case of a tie vote) | _____ | _____ |



Lawrence Hoffman

 Lawrence Hoffman, Mayor Pro Tem

Linda C. Bode

 Linda C. Bode, City Clerk

**CITY OF META
CONTRACTOR'S CONTRACT
CHIEF WATER OPERATOR**

This contract is made by and between the City of Meta, Missouri, hereinafter referred to as the "City" and Harold Libbert, hereinafter referred to as the "Chief Water Operator" (Contractor). In exchange for the mutual promises contained herein, the parties do hereby agree to the following:

1. DATE: This agreement shall be considered executed as of the date, March 8, 2017, on which the last party signs the agreement.

2. INDEPENDENT CONTRACTOR STATUS: Both the Contractor and the City agree that the relationship created by this contract is that of independent contractor and not that of employer and employee. The Contractor is responsible for the payment of any taxes, including, without limitation, all federal, state and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Contractor. The Contractor is responsible to keep, in force, all necessary certification of public liability insurance, workman's compensation insurance, (if applicable), vehicle insurance and copy of drinking water certification (DS2) and shall hold the City harmless from all claims, demands and suits arising out of the performance of services and sale of goods under this contract.

3. DUTIES OF CONTRACTOR: The duties of the Contractor shall be as follows:

Contractor will be required to furnish services to maintain and repair the public water supply system(s) for the City of Meta, Missouri. Services will include all maintenance and repairs. Be available for emergency repairs and maintenance. Services will include, but are not limited to, setting and replacing meters, repairing and replacing pipes, making service connections and routine inspections, as required, and file various reports (as required) to Federal and State agencies. Issue boil advisories, inventory water supplies and request supplies as needed. Services will not include maintenance of City property such as mowing, ditch work, or road repairs, except for the water supply and distribution system itself. Services will include such repairs to City roads and right-of-way that may result from the maintenance and upkeep of the water system. Services will not include extensions of the present system (without authorization and approval). Attend board meetings, second Wednesday of each month, 6:30 p.m. with current water report; Contractor will be paid current federal rate for mileage.

Contractor will be required to collect such water samples as may be required by the State of Missouri (DNR). Contractor will be required to process water samples as per State requirements. Contractor will make all reports and obtain all necessary permits required by the State for the City to operate the system. Contractor must have all applicable licenses required by law or otherwise necessary to perform these functions.

4. COMPENSATION: In exchange for the services provided in Number 3, above, the City will pay the contractor according to the bid proposal which is attached hereto as **Exhibit 1** and incorporated herein as if more fully and completely set out. Parties agree that the Contractor shall be entitled to bill a minimum of \$25.00 per hour during normal business hours (Monday thru Friday; 8 a.m. to 5 p.m.; All other hours will be billed at a minimum of \$30.00 per hour whenever called upon.

5. DURATION OF CONTRACT: This contract shall remain in effect until a permanent DS II or above Water Operator can be located. This contract may be terminated by either party upon thirty (30) days written notice. In-the-event that the Contractor is unable to perform the duties

required herein as-a-result of illness or loss of license, or for any other reason, the contract shall become terminable at will by the City.

6. **AUTHORITY:** Contractor shall have no authority to speak on behalf of, or for, or to bind the City in any matter.
7. **SEVERABILITY; GOVERNING LAW:** If any clause or provision herein shall be declared invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.
8. **COMPLETE UNDERSTANDING, AUTHORSHIP AND ENFORCEMENT:** Parties agree that this document represents the full and complete understanding of the parties. Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party. In the event that either party shall seek to enforce the terms of this contract through litigation, the prevailing party in such action shall be entitled to receive, in addition to any other relief, its reasonable attorney's fees, expenses and costs.
9. **AMENDMENTS:** This contract supersedes all prior contracts and understandings between the Contractor and the City and may not be modified, changed or altered by any oral promise or statement by whosoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by the Board of Alderman for the City of Meta, Missouri.
10. **WAIVER OF BREACH:** The failure of either the Contractor or the City at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of the Contractor or the City to enforce the same nor shall the waiver by the Contractor or the City of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provision of the provision itself.
11. **SIGNATURES,** In Witness Whereof, the undersigned have executed this contract the date and year first above written.
12. **LIST OF EQUIPMENT AND COST PER HOUR RATES:** See Exhibit 1.

Harold

CITY OF META, MISSOURI
CHIEF WATER OPERATOR
BID PROPOSAL
FOR
HOURLY RATES

| | | | |
|---|------------------------------|----|-------------------|
| 1. Labor Rate | hourly | \$ | <u>25.00</u> |
| 2. Backhoe | hourly | \$ | <u>50.00</u> |
| 3. Jackhammer | hourly | \$ | <u>50.00</u> |
| <i>Collecting</i> 4. Water Samples | monthly | \$ | <u>30.00</u> |
| <i>Collecting</i> 5. Special Water Samples (per sample) | | \$ | <u>30.00</u> |
| 6. Master Meter reading | <i>daily</i> (once per week) | \$ | <u>5.00</u> |
| ? 7. Master Meter reading (daily chlorine use) | | \$ | <u> </u> |
| 8. Turning Meter on/off (per valve) | | \$ | <u>25.00</u> |
| 9. Install New Residential Meters (per meter) | | \$ | <u>25.00</u> |
| 10. Install New commercial Meters (per meter) | | \$ | <u>25.00</u> |
| 11. Show up fee for water main repair | | \$ | <u>100.00</u> |
| 12. Dump Truck | hourly | \$ | <u>50.00</u> |
| 13. Line tapping equipment | hourly | \$ | <u>25.00</u> |
| 14. Pumps | hourly | \$ | <u>Available</u> |
| 15. Normal business hours | hourly (8-5) | \$ | <u>25.00</u> |
| 16. Emergency business hrs. | hourly all others | \$ | <u>30.00</u> |

* Mileage for taking water samples to Rolla

\$.40 per mile.

Exhibit 1

