

IN THE CITY OF META, MISSOURI

Bill NO. 2019-21

ORDINANCE NO. 548

AN ORDINANCE AUTHORIZING THE MAYOR PRO TEM TO ENTER INTO A CONTRACT WITH HAROLD LIBBERT TO SERVE AS INTERIM CHIEF WATER OPERATOR FOR WATER MAINTENANCE AND REPAIRS FOR THE CITY OF META, MISSOURI STARTING NOVEMBER, 2019.

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 to serve as Interim Chief Water Operator, for water maintenance and repairs for the City of Meta, Missouri.

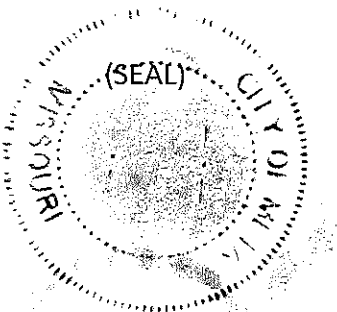
Section 2. The terms of said contract shall be as set forth in a contract attached as Exhibit 1 to be renewed annually or until a full-time Chief Water Operator can be employed.

Section 3. This Ordinance shall be in full force and effect from and after the final passage and approval.

FIRST READING HELD ON THIS 13TH DAY OF NOVEMBER, 2019.

SECOND READING AND FINAL PASSAGE AND APPROVAL HELD ON THIS 13TH DAY OF NOVEMBER, 2019.

| ALDERMEN: | AYE | NAY |
|---------------------------------|----------|-------|
| Lawrence Hoffman, Mayor Pro Tem | <u>✓</u> | _____ |
| Otto Wankum | <u>✓</u> | _____ |
| Ivie Helton | <u>✓</u> | _____ |
| Steven Sherrell | <u>✓</u> | _____ |
| Mayor (in case of a tie vote) | <u>✓</u> | _____ |



Attest:

Lawrence Hoffman

Lawrence Hoffman, Mayor Pro Tem

Mary K. Plassmeyer

Mary Plassmeyer, City Treasurer

**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 this date: November 1, 2019, or on which date 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 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.

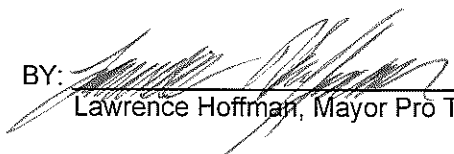
4. **COMPENSATION:** In exchange for the services provided in Number 3, above, the City will pay the contractor according to the bid proposal which is attached hereto as Exhibit 1.

5. **DURATION OF CONTRACT:** This contract shall remain in effect for one (1) year **OR** until a permanent DS II or above Water Operator can be employed. 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.

CITY OF META

BY: 
 Lawrence Hoffman, Mayor Pro Tem

11-13-19
 Date


 Harold Libbert, Contractor

11-13-19
 Date

(SEAL)

Attest:

 Mary Plassmeyer, City Treasurer

Libbert Construction
Harold Libbert
Meta, Mo 65058

Original

573-229-4248 or 573-690-5309

September 18, 2019

I hereby submit a bid proposal to the City of Meta for Chief Water Operator on the city's water system.

Attached is a copy of my water certification and liability insurance

The following is a list of partial equipment I have available and the cost:

| | |
|---|--------------------|
| Labor | \$30.00 per hour |
| Backhoe | \$75.00 per hour |
| Jackhammer | \$75.00 per hour |
| Dump truck | \$60.00 per hour |
| Pumps | \$25.00 per hour |
| Line tapping equipment | \$125.00 per hour |
| Collecting monthly sample for state | \$30.00 per sample |
| Collecting special samples | \$40.00 per sample |
| Reading Master Meter daily | \$155.00 per month |
| Turning meter on/off per valve | \$30.00 |
| Install new residential or commercial meter | \$30.00 |
| Show up fee for water main repair | \$150.00 |
| Locating and marking water lines | \$40.00 |
| Mileage for taking water samples to JC | \$20.00 |
| 1 1/2 hours to and back from JC | \$40.00 |

Harold Libbert

Harold Libbert