

RESOLUTION NO. R-24-74

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NUISANCE ABATEMENT SERVICES AGREEMENT WITH WEBER'S TREE SERVICE, LLC.

WHEREAS, the City recognizes the importance of maintaining clean, safe, and aesthetically pleasing neighborhoods; and

WHEREAS, nuisance abatement services, including lawn mowing, rubbish and garbage removal, and the removal of dead trees, are essential to achieving these goals; and


WHEREAS, Weber's Tree Service, LLC, located at 721 Kountry Lane, Excelsior Springs, Missouri 64024, has demonstrated the capacity and expertise to provide these services efficiently and effectively;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:


THAT, the City Manager of the City of Gladstone is hereby authorized to execute a Nuisance Abatement Service Agreement with Weber's Tree Service, LLC, for the provision of lawn mowing, rubbish and garbage removal, and dead tree removal services.

FURTHER, THAT, the term of the agreement shall commence on January 1, 2025, and conclude on December 31, 2027, with an option to extend the agreement for up to two (2) additional three (3)-year periods, subject to mutual agreement between the City and Weber's Tree Service, LLC.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF DECEMBER 2024.


Tina M. Spallo, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-24-74

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 12/3/2024

Department: Community Development

Meeting Date Requested: 12/9/2024

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Nuisance Abatement Service Agreement Award

Background: The current Nuisance Abatement Services Agreement with the City of Gladstone has reached its expiration. In compliance with the City's Municipal Code, a Request for Proposal (RFP) was issued and posted on the City's website, with notifications sent to known nuisance abatement contractors. Following this process, one sealed bid was submitted for review and evaluated by City staff.

The evaluation considered several key factors, including the bidding company's history of service delivery, operational location, pricing structure, and ability to perform the requested abatement services effectively.

The services outlined in the RFP primarily include lawn mowing, rubbish and garbage removal, and dead tree removal. These tasks are intended to address the primary nuisance issues that fall within the City's authority to abate, as granted by the State of Missouri.

Budget Discussion: Funds are budgeted in the amount of \$ 20,000.00 from the General Fund. Ongoing costs are estimated to be \$20,000.00 annually. Previous years' funding was \$20,000.00.

Public/Board/Staff Input: Based on the review conducted, the recommendation was made to the City Manager to award a three (3) year agreement to Weber's Tree Service, LLC, 721 Kountry Lane, Excelsior Springs, Missouri 64024 with an option to extend the agreement for two (2), three (3)-year periods.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Alan Napoli
Department Director/Administrator

JA
City Attorney

BB
City Manager

NUISANCE ABATEMENT SERVICE AGREEMENT

This Nuisance Abatement Service Agreement ("Agreement") is made and entered into by and between **Weber's Tree Service, LLC**, an entity duly organized and existing under the laws of the State of Missouri, with its principal office located at 721 Kountry Lane, Excelsior Springs, Missouri 64024, hereinafter referred to as "Contractor," and the **City of Gladstone, Missouri**, a Third-Class City duly organized and existing under the laws of the State of Missouri, with its principal office located at 7010 N Holmes Street, Gladstone, Missouri 64118, hereinafter referred to as "City."

PURPOSE

The purpose of this Agreement is for the Contractor to provide **nuisance abatement services** for properties identified as being in violation of Gladstone City Codes, Ordinances, and Regulations.

ENTIRE AGREEMENT

This Agreement, together with any applicable attachments and exhibits, constitutes the entire understanding and agreement between the parties. No oral or implied modifications, alterations, or variations shall be valid or binding unless set forth in writing and signed by both parties.

BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties, as well as their respective heirs, successors, administrators, executors, and assigns.

RESOLUTION OF INCONSISTENCIES

In the event of any inconsistencies or conflicts between the terms of this Agreement and those contained in the Contractor's proposal or any related documents, the terms of this Agreement shall prevail.

ARTICLE I: FEES AND PAYMENT

1. Scope of Services and Duration

The contractor agrees to perform all specified work, pay any subcontractor(s), and provide all equipment and materials necessary to fulfill the duties outlined in Article III. This Agreement will remain in effect for a period of three (3) years, commencing **January 1, 2025**. Fees for these services will adhere to the terms specified in Appendix A.

2. Payment Terms and Retention

The City agrees to compensate the contractor as per the schedule detailed in Appendix A, including any additional charges outlined therein. If any portion of the work is incomplete or requires correction at the time payment is due, the City may withhold funds equal to the greater of:

- The Community Development Department's estimated cost of the unfinished or defective work, or
- Twenty percent (20%) of the total agreement amount.
- These retained funds will be exempt from interest and will only be released upon satisfactory completion or correction of the identified items.

3. Invoicing and Payment Schedule

- The contractor will submit invoices to the City upon completion of work.
- Payments will be made within thirty (30) days of the City's acceptance of the work as satisfactorily completed.
- Payment of an invoice will constitute full settlement for the work detailed in that invoice.
- The City will solely determine the sufficiency of the completed work.

4. Liability of Damages

The City reserves the right to withhold payment in cases where damage or destruction occurs due to poor performance, defective equipment or materials supplied by the contractor. The contractor will be held liable for costs associated with replacing damaged materials or services resulting from such incidents.

5. Non-Performance and Penalties

If the contractor fails to perform duties as outlined in this agreement or fails to correct errors within an agreed timeframe, the City may deduct an amount not exceeding the full contract value. Exception will be made for delays caused by inclement weather.

6. Termination of Agreement

- The City reserves the right to terminate the agreement, in whole or part, without penalty by providing the contractor with thirty (30) days' written notice. Termination will not relieve the contractor of obligations to complete outstanding orders of the City of obligation to pay for documented and accepted work performed up to the cancellation date.
- The contractor may also terminate the agreement, in whole or part, with thirty (30) days' written notice, adhering to the same terms regarding outstanding obligations.

7. Fiscal Non-Funding Clause

If the City does not allocate sufficient funds for the next fiscal period, the City will notify the contractor, and the agreement will terminate at the end of the current fiscal period without penalty or further expense.

8. Independent Contractor

The contractor retains the right to provide services to other clients. This agreement does not establish any partnership, joint venture, principal-agent, or employer-employee relationship between the parties. The contractor will operate as an independent contractor and maintain control over the means and methods used to complete the Scope of Services as outlined in Article III.

ARTICLE II: DRUG/CRIME FREE WORK PLACE

The contractor acknowledges and certifies their understanding of the following prohibitions applicable to the contractor, its employees, and/or agents performing services on behalf of the city, whether on city property or elsewhere:

1. Unlawful Activity:

- The unlawful manufacture, distribution, dispensation, possession, or use of alcohol or drugs.

2. Impairment or Incapacitation:

- Any impairment or incapacitation caused by the use of alcohol or drugs, except for the legitimate use of prescription drugs for valid medical purposes.

3. Criminal Conduct:

- The commission of any crimes while performing services on behalf of the city.

The contractor further acknowledges and certifies their understanding that any violation of these prohibitions constitutes a breach of contract. Such a breach may result in the city initiating default actions against the contractor, in addition to any applicable criminal penalties that may arise from the violation.

ARTICLE III: SCOPE OF SERVICES

LOT MOWING

1. The City shall issue work orders to initiate lot mowing and related services. Each work order will specify the scope of services required and the location of the premises.
2. The contractor shall provide all necessary labor, equipment, tools, and materials to complete the scope of services as outlined in the work order.
3. The contractor shall mow all vacant, residential, and commercial premises to a height of three (3) inches.
4. The contractor shall trim all grass around buildings and along fence lines on the premises.
5. The contractor shall clean all sidewalks, driveways, and streets of grass trimmings and cuttings after mowing.
6. The contractor shall remove trash and litter from the premises prior to mowing.
7. The contractor shall remove any broken or dead tree limbs that impede mowing operations before commencing mowing.
8. The contractor shall complete all services within five (5) working days from the issuance of the work order.
9. The contractor shall submit an invoice to the City within five (5) days of completing the required services.
10. The City shall perform a final inspection of the premises within five (5) days after receiving the contractor's invoice.
11. The contractor shall utilize equipment capable of handling the specific conditions of the premises.
12. The contractor shall ensure all equipment is maintained in good working condition.
13. The City reserves the right to inspect the contractor's equipment to ensure it meets the required specifications.

NUISANCE ABATEMENT

1. The City shall issue work orders for nuisance abatement and related services, specifying the scope of services required and the location of the premises.
2. The contractor shall provide all necessary labor, equipment, tools, and materials to execute the work order's scope of services.
3. The contractor shall remove all rubbish and garbage from the premises as specified in the work order.
4. The contractor shall complete the required services within five (5) working days from the issuance of the work order.

5. The contractor shall submit an invoice to the City within five (5) days of completing the services outlined in the work order.
6. The City shall conduct a final inspection of the premises within five (5) days of receiving the contractor's invoice.
7. The contractor shall use equipment capable of removing and hauling rubbish and garbage from the premises.
8. The contractor shall ensure that all equipment is kept in good repair and functional condition.
9. The City reserves the right to inspect the contractor's equipment for compliance with the required specifications.

TREE ABATEMENT

1. The City shall issue work orders for tree removal and related services, specifying the scope of services required and the location of the premises.
2. The contractor shall provide all necessary labor, equipment, tools, and materials to execute the work order's scope of services.
3. The contractor shall remove all tree debris from the premises as specified in the work order.
4. The contractor shall complete the required services within five (5) working days from the issuance of the work order.
5. The contractor shall submit an invoice to the City within five (5) days of completing the services outlined in the work order.
6. The City shall perform a final inspection of the premises within five (5) days of receiving the contractor's invoice.
7. The contractor shall use equipment capable of removing and hauling tree debris from the premises.
8. The contractor shall ensure that all equipment is kept in good working condition.
9. The City reserves the right to inspect the contractor's equipment to verify compliance with the required specifications.

ARTICLE IV: DAMAGES, DELAYS, AND DEFECTS

1. Delays in Performance

The city will not incur monetary damages due to delays in the execution of any part of this contract caused by the contractor and/or their sureties. If the contractor fails or refuses to supply sufficiently skilled labor, proper materials, or fails to execute the work—including extras—with the required diligence, the city reserves the right to take appropriate action to secure the necessary labor, tools, materials, equipment, or services. This may include entering into contracts or taking other measures to complete the portion of the work causing delays or failing to meet workmanlike standards.

2. Liability for Costs

The contractor and/or their sureties will be liable for all costs incurred by the city to remedy any deficiencies or delays in completing the work. These costs may include, but are not limited to, expenses for labor, tools, materials, equipment, and services, as well as any associated claims.

3. Site Clean-Up and Safety

The contractor must ensure that all debris, materials, tools, equipment, and vehicles are properly stored, contained, or removed at the conclusion of each project. This obligation

includes maintaining the work location and its surroundings in a safe and hazard-free condition.

4. Repair of Damages

The contractor is responsible for promptly repairing any damage to public or private property caused by their agents or employees. If the contractor fails to make repairs in a timely manner, the city may engage another contractor to complete the necessary work. The original contractor agrees to bear all costs associated with such repairs.

5. Reporting Accidents

The contractor must immediately report any accidents occurring during the performance of this contract to the city or its authorized representative. This includes accidents resulting in death, serious injury, or property damage. The contractor must provide detailed accounts of the incident, including statements from any witnesses.

ARTICLE V: RESPONSIBILITIES

Responsibilities of the City

The City shall provide all necessary information and services within its control with reasonable promptness. A designated City representative will be appointed to render decisions on behalf of the City, whose actions and approvals the Contractor may rely upon during the execution of this agreement.

Responsibilities of the Contractor

General Obligations

1. Performance Conditions:

The Contractor's responsibilities and obligations under this agreement are subject to unforeseen circumstances, including but not limited to strikes, labor disputes (including those affecting vendors or suppliers), accidents, transportation delays, natural disasters, fires, or other acts of God. Legislative, executive, or judicial acts by any government authority that render performance impossible shall also excuse delays or failures to perform under this agreement. In such cases, the Contractor and the City will mutually determine any necessary delays or cancellations and amend this agreement in writing.

2. Materials and Labor:

The Contractor agrees to furnish all materials, labor, tools, and equipment necessary to perform and complete the services specified in this agreement.

3. Equipment Standard:

All equipment utilized on-site shall meet or exceed the safety and operational standards set forth by the Occupational Safety and Health Administration (OSHA) and comply with all applicable federal, state, county, and municipal regulations. Equipment must be in a condition that prevents any harm to City property or the community at large.

4. Material Quality:

All materials used in performance of this agreement shall meet quality standards acceptable to the City and pose no risk of injury to property or persons.

Supervision and Compliance

5. Work Supervision:

The Contractor shall supervise and direct all work performed under this agreement and take full responsibility for the actions and performance of their employees. Similarly, the Contractor shall oversee and be accountable for the work performed by any subcontractors and their employees.

6. Licenses and Permits:

The Contractor agrees to obtain and maintain, at their own expense, all licenses and permits required by federal, state, county, and municipal governments for the performance of services under this agreement. The Contractor shall ensure that all subcontractors hired are similarly compliant.

7. Legal and Regulatory Compliance:

The Contractor agrees to comply with all applicable federal, state, county, and municipal laws and regulations, including but not limited to:

- Affirmative action and equal employment opportunities,
- Fair labor standards,
- The Occupational Safety and Health Act of 1970, as amended.

Furthermore, the Contractor agrees to ensure that all subcontractors and their employees comply with the above-mentioned laws and regulations.

8. Adherence to Evolving Regulations:

The Contractor acknowledges and agrees to remain in full compliance with any changes or amendments to applicable federal, state, and local laws and regulations throughout the term of this agreement.

ARTICLE VI: EMPLOYMENT OF UNAUTHORIZED ALIENS

In compliance with Section 285.530(1), RSMo., the Contractor affirms, by submitting a sworn affidavit in substantially the form attached hereto as Appendix B and incorporated herein, its enrollment and active participation in a federal work authorization program with respect to its employees engaged in providing professional services under this agreement.

Furthermore, the Contractor certifies that it does not knowingly employ or contract with any individual who is an unauthorized alien in connection with the provision of professional services. The Contractor acknowledges its obligation to ensure compliance with all applicable legal requirements concerning employment verification.

Failure to comply with these provisions shall constitute a material breach of this agreement and may result in the termination of the contract or other legal remedies as deemed appropriate by the applicable authority.

ARTICLE VII: INSURANCE

The following represents the minimum liability required for insurance to be provided to the City by the contractor.

1. Insurance Requirements

Certificate of insurance verifying such limits shall be provided to the City upon execution of the contract. Such insurance shall be maintained during the term of the agreement. Said insurance shall name the City of Gladstone as an additional named insured party under said policies and shall be written by an insurance company which is authorized to conduct business in the State of Missouri.

Workers Compensation Limit:	Statutory
If applicable, Federal (e.g. Longshoreman's):	Statutory
Employer Liability:	\$100,000/500,000/100,000

General Liability, including Contractual Liability Limit:	\$500,000 Each Person
	\$3,500,000 Per Occurrence
	\$3,500,000 Annual Aggregate

Comprehensive Automobile Liability Limit:	\$500,000 Each Person
	\$3,500,000 Per Occurrence
	\$3,500,000 Annual Aggregate

2. Additional Insured

The contractor agrees that both the General Liability and Comprehensive Automobile Liability insurance policies will be endorsed to name the City of Gladstone as an additional insured and certificate holder. This coverage will extend to liability arising from activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied, or used by the contractor; and automobiles owned, leased, hired, or borrowed by the contractor. There shall be no special limitation in the coverage provided to the City under these policies.

3. Adjustment to insurance Coverage

The limits of liability specified herein shall be subject to periodic review, and adjustments may be required to ensure that the coverage remains adequate in relation to increases in the Consumer Price Index (CPI) and what is deemed prudent and reasonable by the City or its representatives. If the City determines that an adjustment to the coverage limits is necessary after the initial term of the agreement, it will notify the contractor in writing. The contractor will then be required to adjust its insurance coverage to meet the new limits within sixty (60) days of receiving such notice.

4. Subcontractors

Subcontractors of the contractor must be disclosed to and approved by the City. Any approved subcontractor shall also be in compliance with these requirements, including but not limited to, the submittal of a certificate of insurance that meets the same requirements outlined for the contractor.

5. Waiver of Subrogation

Insurers shall waive all subrogation rights against the City on all required insurance policies.

6. Cancellation Notice

The City will be given sixty (60) day notice in advance of cancellation, non-renewal, or material change in coverage.

7. Proof of Insurance

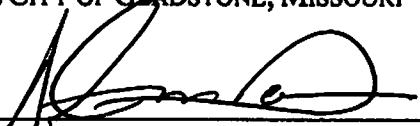
A valid certificate of insurance shall be issued to the City. Certificates must bear a signature of the insurer's authorized representative. The insurance certificate must be issued by companies licensed to do business in the State of Missouri or signed by an agent licensed in the State of Missouri and authorized to sign said certificate.

ARTICLE VIII: ENTIRE AGREEMENT

The parties acknowledge and agree that this document constitutes the full and complete agreement between them. There are no additional terms, conditions, or provisions, whether oral or written, beyond those expressly stated herein. The City affirms that it has not relied on any statements, assurances, or representations made by the contractor regarding the prospective performance of the goods. Instead, the City has based its decisions solely on its own due diligence, including inspections and investigations of the subject matter.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year as noted by signature.

THE CITY OF GLADSTONE, MISSOURI


By: 
Bob Baer, City Manager

Attest:


Kris Keller, City Clerk

Date: 12/26/2024

WEBER'S TREE SERVICE, LLC

By: 
Mark Weber, President


Vincent Weber

Date: 12/19/2024

APPENDIX B

STATE OF MISSOURI

)

) ss.

COUNTY OF CLAY

)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).


BEFORE ME, the undersigned authority, personally appeared Mark Weber, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Mark Weber and I am currently the President of Weber's Tree Service (hereinafter "Weber's"), whose business address is 11408 NE State Route 33, Liberty, Missouri 64068, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Weber's is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with lot mowing and nuisance abatement contracted between Weber's and the City of Gladstone, Missouri.
4. Weber's does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.


Affiant

Mark Weber
Printed Name

Subscribed and sworn to before me this 19 day of December 2021


Notary Public: Angie Daugherty
My Commission Expires:

SEAL

