

1st Reading:  
2nd Reading:

**SPONSOR: HUELS**

**ORDINANCE NO. \_\_\_\_**

**BILL NO. 22-06**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SCOTT GEORGE TO PROVIDE TOOLS AND SUPPLIES FOR IMPROVEMENTS TO CITY PARKS.**

**WHEREAS**, Scott George donates a considerable amount of time volunteering services to the City by attending meetings, making recommendations for improving the City's park system, and organizing volunteer events to plant native flowers and vegetation as well as removing invasive vegetation within City Parks; and

**WHEREAS**, the Board of Aldermen appreciates Scott George's efforts and time and desires to provide tools and supplies to be used in the City of Fenton to help his efforts in beautifying the City of Fenton Parks; and

**WHEREAS**, the Board of Aldermen finds that beautifying the City Parks, appreciating and supporting native vegetation, and removing invasive vegetation from its parks is a valid public purpose; and

**WHEREAS**, the Board of Aldermen finds it in its best interest and desires to enter into an agreement to provide supplies and tools to Scott George to support his beautification efforts of the City's Parks and to ensure the tools and supplies are used for that public purpose.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City an agreement with Scott George in substantially the form attached hereto and incorporated herein as Exhibit 1.

**Section 2.** This ordinance shall be in full force and effect ninety (90) days after the date of its passage and approval.

PASSED this 24<sup>th</sup> day of February 2022.

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BOB BRASSES, MAYOR

**ORD. NO. \_\_\_\_**

**ORD. NO. \_\_\_\_**

APPROVED 24<sup>th</sup> day of February 2022.

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**BOB BRASSES, MAYOR**

**ATTEST:**

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Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Absent:

**ORD. NO. \_\_\_\_**

## EXHIBIT 1

**THIS AGREEMENT** (hereinafter referred to as "Agreement" or "Contract"), is made and effective as of the last party to sign below, by and between the **City of Fenton**, a Missouri municipal corporation hereinafter referred to as City, and **Scott George** hereinafter referred to as "Consultant."

**WITNESSETH:** That the parties hereto, for the considerations hereinafter set forth, agree as follows:

1. Consultant will provide services to plant native plantings (as listed in Exhibit A) and remove weeds and honeysuckle within Fenton City Parks in consultation with the Public Works Director.
2. To aid in such services, the City will provide the following supplies to Consultant:

*3 bottles of glyphosate*  
*1 foldable spade*  
*Assorted numbered stickers*  
*7 Folding Saws*

3. In exchange for Consultant providing services to plant various native plants within Fenton City Parks, the City shall purchase and provide to Consultant the seeds as listed in Exhibit A.
4. In exchange for Consultant providing services to plant various native plants and vegetation within Fenton City Parks, aiding in removal of invasive vegetation, and supporting the growth and management of native vegetation within the Fenton City Parks, the City shall purchase and provide the Consultant additional tools and supplies at a cost not to exceed \$500.00, including but not limited to:

*Glyphosate*  
*Dauber bottles*  
*Green Food Coloring*  
*Garden Loppers*  
*Work Gloves*

5. Consultant agrees to abide by the attached **General Conditions** that are incorporated herein by reference in performing services for the City. Consultant additionally agrees that all equipment, tools, and supplies purchased or provided by the City shall only be used within the City of Fenton.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the date below written.

**CONSULTANT**

By: \_\_\_\_\_

DATED: \_\_\_\_\_

**CITY OF FENTON, MISSOURI**

By: \_\_\_\_\_  
Bob Brasses, Mayor

DATED: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

## GENERAL CONDITIONS

**Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Contract. The Consultant shall have complete charge of the personnel or volunteers engaged in the performance of the services. Consultant nor any volunteers organized by Consultant shall be deemed employees of the City in any respect.

**Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof insofar as applicable to the performance of the Contract.

**Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Contract or out of services and operations performed hereunder by the Consultant, or claims relating thereto. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires Consultant to obtain insurance.

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall not be liable to the Consultant for any damages on account of such termination.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City.

**Accounting.** During the period of this Contract, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract to demonstrate the supplies, tools, and equipment provided are only used with the City of Fenton.

**Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Governing/Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

**Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Exhibit A

**Fenton Parks Seed Order V2 (Jan. 27. 2022)**

Hamington Seed Wildflowers	SIZE	Cost	#	Total Cost	Target
<a href="#">Black-eyed Susan, Common (Rudbeckia hirta)</a>	pound	\$16	2	\$32	BW Garden & Woodland
<a href="#">Brown-eyed Susan (Rudbeckia triloba)</a>	ounce	\$8	3	\$24	BW Garden
<a href="#">Partridge Pea (Chamaecrista fasciculata)</a>	pound	\$13	2	\$26	BW Garden
<a href="#">Verbena, Rose (Glandularia canadensis)</a>	pack	\$3	2	\$6	West Lake Wetland
<a href="#">Little Bluestem (Schizachyrium scoparium)</a>	pound	\$16	3	\$48	BW Woodland
<a href="#">Wild Rye, Virginia (Elymus virginicus)</a>	pound	\$13	3	\$39	BW Woodland
<a href="#">Bottlebrush, grass (Elymus hystrix)</a>	ounce	\$12	3	\$36	BW Woodland
			TOTAL	\$211	