RESOLUTION NO. 2015-06

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF CONTRACT FOR ABATEMENT OF TALL GRASS AND WEEDS BETWEEN LAWN TAMERS, LLC, AND THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, the City of Basehor (the "City") desires to enter into that certain Contract for Abatement of Tall Grass and Weeds with Lawn Tamers, LLC, for the 2015 growing season, attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Contract for Abatement of Tall Grass and Weeds with Lawn Tamers, LLC, attached as Exhibit A.

Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 20th day of April, 2015.

SIGNED by the Mayor this 20th day of April, 2015.

SEAL

SEAL OF THE CITY OF BASEHOR, KANSAS
CORPORATE
SEAL

David K. Breuer, Mayor

ATTEST:

Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

{32233 / 65827; 617863. }

EXHIBIT A

Contract for Abatement of Tall Grass and Weeds

Contract for Abatement of Tall Grass and Weeds

For

City of Basehor

Contract made this 20th day of April, 2015, by and between the City of Basehor, Kansas (the "City") and Lawn Tamers, LLC (the "Contractor") whose principal place of business is P.O. Box #9, Basehor, Kansas, 66007.

1. Contract Administration and Rate per Hour. For and in consideration of the agreement of the City by and through its City Engineer and Planning Director, to direct and assign abatement of tall grass and weeds to the Contractor, the Contractor hereby agrees to be firmly and fully bound by the provisions of the contract documents, including the charges for services as follows:

   a. Mowing with mowers seven (7) feet or smaller will be billed at $65.00 per hour.

   b. Mowing with mowers eight (8) feet or larger will be billed at $85.00 per hour.

   c. There shall be a minimum payment of $75.00 per property mowed within the City.

   d. In addition to mowing, the Contractor shall trim grass and weeds around structures, trees, signs, poles, fences and other obstructions on each property.

2. Contract Documents. The contract documents shall consist of this contract, the Request for Proposals and the Contractor's completed bid forms dated March 12, 2015, all of which are attached to this contract and made part hereof as if fully set forth.

3. Contract Duration. The duration of this contract shall be from May 1, 2015, to May 1, 2016. By written mutual agreement, the parties may extend this contract for five (5) additional one-year periods.

4. Contract Cancellation. The Contractor may cancel this contract following the first year of service hereunder upon thirty (30) days written notice to the City. The City has the right to cancel the contract if the Contractor fails to perform adequately under the contract, or for any reason, upon thirty (30) days written notice to the Contractor at the address indicated above.

5. Independent Contractor. The Contractor acknowledges and agrees that it is an independent contractor with full control over the methods and means of the performance of the services called for by this contract.

6. Equipment. The Contractor shall use his own equipment, which shall be approved by the City, to complete the work outlined in the contract.

7. Time for Performance. The Contractor shall abate tall weeds and grass on private property within four (4) days of receipt of written or verbal instruction by the City. Appropriate delays due to weather shall be determined at the discretion of the City.

8. Photographs. The Contractor shall take before and after photos of the work completed for each work order. The Contractor shall maintain and make the photos available to the City for a period of one (1) year following the completion of the work order.

9. Billing. The Contractor shall bill the City within seven (7) business days of property being mowed and/or debris removed, for all services rendered. The bill submitted by the Contractor shall itemize all services and include an address for all properties addressed. The City agrees to pay the Contractor within thirty (30) days of approval. However, if the City does not pay the Contractor within thirty (30) days of approval, the City is not responsible for the payment of lost profits as referenced in the bid documents. The Contractor agrees to submit herewith such financial information as shall be required by the City to properly report such payments as required by Federal law.

10. Assignment of Contract. This contract shall not be assigned or transferred by the Contractor without the written consent of the City.

11. Indemnification of the City. The Contractor agrees to indemnify and hold the City harmless from any and all claims, demands, settlements, expense (including the City's reasonable attorney's fees) for personal injury, bodily injury or property damage in any way arising out of the Contractor's performance of this contract.

12. Insurance. The Contractor agrees to provide the City the certificates of insurance for worker's compensation insurance, and liability insurance including general, bodily injury, property damage, and auto with the City named as an additional insured, in the amounts indicated in the Request for Proposals. The City must be provided with a thirty (30) day written notice of any cancellation or material alteration of any such insurance policies.

13. State Law Shall Govern. It is the intention of the parties that the performance of this contract and all suits hereunder be construed in accordance with and pursuant to the laws of the state of Kansas.

14. Contracts and Contract Documents Embody the Agreement. This contract and the contract documents embody the entire agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the City or the Contractor other than as contained herein.

IN WITNESS WHEREOF, the parties have executed this contract at Basehor, Kansas on the 20th day of April, 2015.

CONTRACTOR:

Lawn Tamers LLC.

CITY:

David K. Breuer, Mayor

RECEIVED
MAR 12 2015
CITY OF BASEHOR

Lawn Tamers Lawn Maintenance Proposal 2015

City of Basehor
Abatement mowing

Bid is for 2015 season.

Mowing with mowers 7' or smaller will be billed at $65.00 per hour. Mowers 8' and above will be billed at $85.00 per hour.

Minimum charge will be $75.00.

Equipment list:
2014 John Deere 4066r 4x4 cab tractor (66 horse power) 7', 8' and 12' brush hog
Ford 3000 tractor with 6' brush hog
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2 Wright standers 52" decks 1 2014 and 1 2010
2 Grasshopper mowers 61" decks 1 2008 and 1 2010
2014 John Deere 27D mini excavator
Multiple trimmers
All equipment is owned by us, not subbed.

In the event that the invoice is late there will be a 15% late fee added to invoice every calendar week until paid. In the event that invoice isn't paid within 30 days, property will not be mowed and lost profits will be charged for the rest of the season. All attorney fees will be forwarded to customer.

By signing this bid you agree to all terms and conditions as stated above.

Signature: _____ **Date:** _____

Lawn Tamers
P.O. Box #9
Basehor, Kansas 66007
Phone: 913-745-5709
or 913-636-4418
jason@lawntamersllc.com
www.lawntamersllc.com

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Lawn Tamers LLC.

CITY:

David K. Breuer, Mayor

PUBLIC NOTICE
REQUEST FOR PROPOSALS
CITY OF BASEHOR, KANSAS
MUNICIPAL CODE VIOLATION ABATEMENT FOR TALL GRASS AND WEEDS

The City of Basehor, Kansas will accept written proposals on the following:

1. Professional mowing of properties in violation of the City's tall grass and weed ordinance for the 2015 mowing season.

Municipal Code Abatement Contractor Requirements

a. All proposals shall be in writing

b. All proposals shall include a list of equipment available to the contractor for use in the mowing process.

c. All proposals must include a, per hour rate for lots with acreage, as well as a single lot rate, which is defined as any parcel that has been platted within the city limits.

d. Contractor whom is awarded the project must provide the City with a copy of a general liability insurance certificate naming the City of Basehor as an additional insured in the minimum amounts of:

Personal Injury:	$500,000
Property Damage:	$500,000
Aggregate:	$1,000,000

Contractor is also required to provide a copy of Workers Compensation Certificate of Insurance, a copy of vehicle insurance and must obtain a city occupational license.

e. Contractor must be able to mow grass/weed violations within four (4) days of receiving the violation work order. Appropriate delays due to weather will be determined at the discretion of the Codes Enforcement Officer.

f. Grass and weeds shall be cut to height of five (5") inches or less. In addition to the mowing of lots, the trimming of grass and weeds around structures, trees, signs, poles, fences and other obstructions on the property will be required. Municipal Code requires that notices of violations be issued when vegetation reaches a height of twelve (12") inches. The contractor should have appropriate equipment to mow vegetation in excess of twelve (12") inches.

g. The City of Basehor reserves the right to reject any or all proposals and select the most responsive proposal to the interests of the City. Due to the preliminary nature of this project, the City is under no obligation to enter into any contract for mowing services or proceed beyond requesting proposals for this project.

h. Should rocks, metal or other debris be found upon a lot in which a violation work order was issued, it shall then be the contractors' responsibility to remove such objects. If the objects or debris is too large in nature then it shall be the contractors' responsibility to contact the Codes Enforcement Officer for further action and determination of a solution.

Proposals shall be submitted in a sealed envelope labeled "Municipal Code Abatement Proposal" in the center and the name of the firm submitting the proposal clearly identified in the upper left hand corner on or before 4:00 P.M. local time, Friday March 27th, 2015. The proposal shall be delivered to the City Hall located at 2620 N. 155th Street, Basehor, Kansas 66007. Questions concerning this solicitation shall be directed to Mark Lee, Code Enforcement Officer at 913.724.1370. A pre-proposal meeting will not be held for this project.

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MAR 12 2015
CITY OF BASEHOR

Lawn Tamers Lawn Maintenance Proposal 2015

City of Basehor
Abatement mowing

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By signing this bid you agree to all terms and conditions as stated above.

Signature: _____ **Date:** _____

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