

BILL NO. 2169

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AN AGREEMENT WITH FLYNN DRILLING COMPANY, INC. FOR A WATER SUPPLY PUMPING EQUIPMENT INSPECTION AGREEMENT

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with Flynn Drilling Company Inc., for a water supply pumping equipment inspection agreement.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into an agreement with Flynn Drilling Company Inc., for a water supply pumping equipment inspection agreement. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2025.

KEVIN COPLING, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2025.

KEVIN COPLING, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____

Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2025	Vote on Second Reading On _____, 2025
Joyce Hartzell		
Debbie Martin		
David Honea		
Harold Halbert		
Tony Hutson		
Jeff Bouse		



Agreement continued

The Owner shall have the right to continue this agreement for an indefinite period of time providing that annual fee is paid in accordance with the terms of payment. A base fee of \$ 350 has been established per water supply pumping unit. This agreement covers 5 pumping units complete for an agreement lump sum annual price of \$ 1,750. Pumping units covered under the inspection agreement are as follows: (List Separately)

- Well #1 _____
- Well #3 _____
- Well #4 _____
- Well #5 _____
- Well #6 _____
- _____
- _____

The above annual fee will remain constant for the first three (3) years of the agreement. In year 2027 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, up or down, shall be limited to a maximum of 5% annually. This contract will be automatically renewed upon the receipt of payment of the annual fee by the Owner to the Company no later than 30 days after the anniversary date of the original agreement.

The Owner shall be entitled to terminate this agreement upon 30 days written notice to the Company. In the event of any breach or non-payment of any obligation by the Owner that is due to the Company, the Owner shall pay the Company all costs, including reasonable attorney's fees, incurred by the Company by virtue of such breach or non-payment.

This Agreement signed this 20th day of February, 2025

Owner **Flynn Drilling Company, Inc.**

 By _____ Title _____
 By Danny Flynn President
 Title _____

Witness _____ Witness _____



Water Supply Pumping Equipment Inspection Agreement

This Agreement entered into by and between City of Cuba hereinafter known as the **Owner**, and **Flynn Drilling Company, Inc.** hereinafter known as the **Company**.

The Owner agrees to employ the Company to provide the professional service needed to annually inspect its water supply pumping equipment. This agreement binds the Company to the responsibility for the inspection of the above described water supply pumping equipment.

The Company will annually inspect and perform routine service on the pumping equipment under this agreement beginning in the year 2025. The pumping equipment will be thoroughly inspected and evaluated to assure that its performance is within reasonable operational condition when compared to the equipment's original performance standards. The inspection will be limited to a performance evaluation of the pump, motor, motor control system, electrical power supply, water level indicators, check valves and packing or seals when applicable.

The inspection will include, but not be limited to the following:

Determination of pump output (gpm), pressure, and shut-off head. This will be compared to the original design parameters and historical data to evaluate the condition of the pump on the basis of performance. The electrical supply and motor will be evaluated through the measurement of voltage, amperage and a megger check (insulation test) to determine its condition. This information will be compared to design parameters and historical data to evaluate the performance of the electrical components in the pumping system. The motor control section will be operated to verify performance and identify potential operation or maintenance problems. Terminal connections will be checked for arcing and cleaned and tightened if necessary.

Routine service provided for by this agreement includes:

An inspection and adjustment of seals or packing, automatic oilers, screens and vents, thermal overloads, motor protection equipment, line shaft impeller positioning (where needed), check valve integrity, electrical terminal cleaning and adjustment, and lubrication of bearings.

After the system has been inspected, a comprehensive report will be provided to the Owner by the Company detailing the findings of the inspection and evaluation. The report will also indicate recommendations from the Company on preventive and corrective maintenance needed for the pumping equipment. This evaluation describes the conditions observed on the time and date of the inspection only and does not guarantee the continued satisfactory operation of the pumping equipment and related components.

After the report is given to the Owner and recommendations made for needed service or repair, the Company will provide all specialized services needed to carry out any and all repairs to the water supply pumping equipment during the term of this agreement. The cost of the corrective maintenance is not included in the Inspection Agreement between the Owner and the Company, but shall be the responsibility of the Owner. The Company will provide these maintenance services, at the request of the Owner, at established rates for labor minus 10% for having the Inspection Agreement, and competitive unit pricing for components. The Inspection Agreement gives the Owner priority status in an emergency situation. The Company agrees to have a service representative on-site within 24 hours of having been notified by the Owner.