

BILL NO. 2105

SPECIAL ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO A CONTRACT WITH BROWN’S TREE AND BUCKET SERVICE FOR TREE TRIMMING SERVICES AT VOSS CIRCUIT AREA**

**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 a contract for tree trimming services around electric utility easements and right of ways with Brown’s Tree and Bucket Service.

**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 a contract for tree trimming services around electric utility easements and right of ways with Brown’s Tree and Bucket Service.

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 \_\_\_\_\_, 2023.**

\_\_\_\_\_  
CODY LEATHERS, MAYOR

Attest:

\_\_\_\_\_  
LAINIE GARBO, CITY CLERK

(City Seal)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CODY LEATHERS, 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 _____, 2023	Vote on Second Reading On _____, 2023
Kevin Copling		
Dave Honea		
Debbie Martin		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

# CONTRACT

This agreement entered into this \_\_\_\_\_ day of August 2023 between Brown's Tree and Bucket Service, hereinafter referred to as "Brown" and the City of Cuba, Missouri, a municipal corporation hereinafter referred to as "City".

Whereas, the City believes that it is in the best interest of the City to have a contractor maintain the area and trim the trees around power lines in the City; and

Whereas, Brown has submitted a bid and desires to provide tree trimming services to the City.

Now, therefore, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

1. The City shall pay to Brown \$12,500 for the Voss circuit area project. No other compensation shall be paid. Brown shall pay withholding taxes, with the City to issue a Form 1099 or similar tax
2. Excessive Unemployment Law: Brown hereby agrees to comply with the provisions of Section 290.550, et seq., of the Revised Statutes of Missouri (hereinafter the "Excessive Unemployment Law" and incorporated herein by reference), when there is "a period of excessive unemployment" (as that term is defined under the Excessive Unemployment Law). This requirement includes, without limitation, the obligation to use only "Missouri laborers" and "laborers from nonrestrictive states" (as those terms are defined under the Excessive Unemployment Law) in constructing or building any public works project or improvement, except as may otherwise be allowed under the Excessive Unemployment Law.
3. Brown shall provide all equipment necessary for services and provide verification that he has all equipment necessary to complete job prior to beginning work.
4. Area to be trimmed is ten (10) feet on either side of the power line
5. Work hours and location will be determined by Brown in the specified areas.
6. Brown will invoice every fifteen (15) days with payment due within fifteen (15) days of invoice.
7. Brown shall notify homeowners in area of work before the work begins.
8. Any damage to property or ground will be corrected at Brown's sole expense. Brown agrees to indemnify and hold harmless City for any damage done by Brown or Brown's employees.
9. The City and Brown agree that no employer-employee relationship is created or intended by them under this Agreement. The parties intend that Brown be an independent contractor. The City and Brown shall perform no act to change this intended status.
10. Brown shall maintain liability and workman's compensation insurance coverage and provide proof of coverage to City before work begins.
11. This Agreement shall be effective as and from the date signed and shall continue until December 18, 2023.
12. In no event shall Brown submit bills for work in excess of \$12,500.

13. Either party may terminate this Agreement without cause by notifying the other party in writing, and the termination of this Agreement shall be effective thirty (30) days from the date of mailing of said notice by registered mail to the other party's last known address. If the City terminates agreement, Brown shall provide a final bill to City and City shall pay final bill for services provided within fifteen (15) days of receipt of bill.
14. Work shall be reviewed by Public Works Director, and if in the sole determination of Public Works Director, the work is substandard, City shall have the right to terminate contract.
15. This Agreement contains all of the covenants and agreements between the parties. Any modification of this Agreement shall be effective only if made in writing and signed by the parties hereto.
16. This Agreement shall be binding upon the City and Brown. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and the venue for resolution of any dispute shall be in the Circuit Court of Crawford County, Missouri.

In Witness Whereof, on the day and year first above written, the City and Brown caused this Agreement to be executed in their names by their duly authorized representatives listed below.

\_\_\_\_\_  
Cody Leathers  
Mayor of the City of Cuba

\_\_\_\_\_  
Officer for Brown's Tree and Bucket Service  
Independent Contractor

Attested To:

\_\_\_\_\_  
Lainie Garbo, City Clerk

(City Seal)