

BILL NO. 1957

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO A CONTRACT FOR TREE TRIMMING SERVICES

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 Woodruff Services LLC.

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 Woodruff Services LLC.

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 _____, 2020.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2020.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, 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 _____, 2020	Vote on Second Reading On _____, 2020
Kevin Copling		
Sam Black		
Debbie Martin		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

CONTRACT

This agreement entered into this _____ day of September, 2020 between Woodruff Services LLC, hereinafter referred to as "Woodruff" 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, Woodruff 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 Woodruff \$14,700 for the Theresa Street project. No other compensation shall be paid. Woodruff shall pay withholding taxes, with the City to issue a Form 1099 or similar tax
2. Excessive Unemployment Law: Woodruff 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. Woodruff 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. Woodruff will also remove trees upon request by homeowner of trees located within the City powerline easement, but will not grind stumps.
5. Work hours and location will be determined by Woodruff in the specified areas.
6. Woodruff will invoice every fifteen (15) days with payment due within fifteen (15) days of invoice.
7. Woodruff shall notify homeowners in area of work before the work begins.
8. Any damage to property or ground will be corrected at Woodruff's sole expense. Woodruff agrees to indemnify and hold harmless City for any damage done by Woodruff or Woodruff's employees.
9. The City and Woodruff agree that no employer-employee relationship is created or intended by them under this Agreement. The parties intend that Woodruff be an independent contractor. The City and Woodruff shall perform no act to change this intended status.

10. Woodruff 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 15, 2020.
12. In no event shall Woodruff submit bills for work in excess of \$14,700.
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, Woodruff 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 Superintendent of Public Works, and if in the sole determination of Superintendent of Public Works, 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 Woodruff. 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 Woodruff 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 Woodruff Services, LLC
Independent Contractor

Attested To:

Christine Nash, City Clerk

(City Seal)