

BILL NO. 2018

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 & BUCKET SERVICE FOR TREE TRIMMING SERVICES IN BARNETT PARK

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 Tree Trimming Services in Barnett Park.

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 & 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 _____, 2021.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2021.

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 _____, 2021	Vote on Second Reading On _____, 2021
Kevin Copling		
Sam Black		
Dave Honea		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

CONTRACT

This agreement entered into this _____ day of August 2021 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 \$7,500 for the Barnett Park 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 October 18, 2021.
12. In no event shall Brown submit bills for work in excess of \$7,500.

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 Tree Service
Independent Contractor

Attested To:

Lainie Garbo, City Clerk

(City Seal)

CITY OF CUBA, MISSOURI TREE TRIMMING BID NOTICE

The City of Cuba is seeking bids for tree cutting, trimming service on the utility right of ways and easements. Bidders must have experience around power lines and must have proof of liability and worker's compensation insurance. Tree trimming services shall be completed by October 18, 2021. The city is asking for a total project cost 10' minimum on each side of the power lines to the sky. In addition, underbrush removed. If there is a fence involved, cut brush to the fence height. For more information on the projects, please contact Craig Bouse at 573-259-1391. All bids shall be sealed and clearly labeled what area being bid on. There will be five different areas

1. BARNETT PARK
2. PRAIRIE, MONROE STREET
3. SCHOOL STREET
4. EAST SPENCER
5. HICKORY STREET

and must be turned into Lainie Garbo, City Clerk at City Hall, 202 N. Smith Street, Cuba MO, on later than 4:00 p.m. on Friday, July 30, 2021.

tmc 7/15, 22, 29 ds