

BILL NO. 2026

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF THE CITY OF CUBA, MISSOURI, TO ENTER INTO AN AGREEMENT WITH AK BRITTON CONSTRUCTION LLC FOR CONSTRUCTION OF A ROAD IN BARNETT INDUSTRIAL 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 an agreement with AK Britton Construction LLC for the construction of a road in Barnett Industrial 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 an agreement with AK Britton Construction LLC for the construction of a road in Barnett Industrial Park. 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 | | |

AGREEMENT

This agreement entered into this _____ day of September, 2021, between AK Britton Construction, LLC, hereinafter referred to as "Britton" and the City of Cuba, Missouri, a municipal corporation of the 4th class hereinafter referred to as "City".

Whereas, the City believes that it is in the best interest of the City to have a road constructed in Barnett Industrial Park; and

Whereas, Britton has submitted a bid and desires to provide 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 Britton \$6,500.00. No other compensation shall be paid. Britton shall pay withholding taxes, with the City to issue a Form 1099 or similar tax document.
2. Excessive Unemployment Law: Britton 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. Britton shall provide all equipment necessary for services.
4. Britton shall cut in a street in Barnett Industrial Park approximately 900 feet long by 26 feet wide by 18 inches deep.
5. The 1300 yards of dirt cut out dirt shall be laid to the side of the roadbed.
6. Britton agrees to indemnify and hold harmless City for any damage done by Britton or Britton's employees.
7. If any undesirable materials/rock are discovered, the parties will need to negotiate a reasonable expense for the additional charges prior to the work being undertaken.
8. The City and Britton agree that no employer-employee relationship is created or intended by them under this Agreement. The parties intend that Britton be an independent contractor. The City and Britton shall perform no act to change this intended status.
9. Britton shall maintain liability and workman's compensation insurance coverage and provide proof of coverage to City before work begins.
10. 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.

11. 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.
12. All work shall be performed in a workman like manner and within a reasonable amount of time.
13. This Agreement shall ensure to the benefit of and shall be binding upon the City and Britton 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.
14. 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 Lowe caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Cody Leathers
Mayor of the City of Cuba

Kevin Britton of AK Britton Construction LLC
Independent Contractor

Attested To:

Laine Garbo, City Clerk

(City Seal)