CITY OF BEL-NOR
8416 Natural Bridge Road
Bel-Nor, MO 63121

AGENDA OF THE BOARD MEETING
December 16, 2024 7:30 p.m.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF MINUTES: Board Meetings- September 16, 2024 & November 18, 2024

PRESENTATION AND APPROVAL OF TREASURER'S REPORT for November 2024
Treasurer, Lisa Kampmeinert

REPORT OF SAFETY COMMITTEE: Officer Scott Ford

PRESENTATION: None.

ALDERMANIC REPORTS: Charlee McBride, Terri Durand, Evelyn Days, Jan Nelson

OLD BUSINESS:

NEW BUSINESS:

AN ORDINANCE AUTHORIZING A CONTRACT WITH GAMMA TREE SERVICE AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

AN ORDINANCE AUTHORIZING A CONTRACT WITH OMNI TREE SERVICE AND FURTHERAUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

AN ORDINANCE AMENDING SUBPARAGRAPH "3" OF SUBSECTION "F" OF SECTION 510.150 RELATING TO TERMS OF RESIDENTIAL OCCUPANCY PERMITS AND ANNUAL INSPECTIONS

OPEN TO THE PUBLIC:

ADJOURN: (CLOSED SESSION) IF REQUIRED
notice is hereby given in accordance with RSMo Chapter 610 that, subject to a motion duly made and adopted, the Board may hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the Board's representatives and its attorney; lease. purchase or sale of real estate; hiring, firing. disciplining or promoting employees; preparation for negotiations from employee groups; bidding specs, proprietary technology materials; and/or records and matters which are protected from disclosure by law. Any minutes, votes, settlement agreements, or public records relating to these matters shall be made public upon final disposition of the matter voted upon.

Posted 12/13 /2024

MINUTES OF THE BOARD OF ALDERMEN
CITY OF BEL-NOR
September 16, 2024

The Board of Aldermen of the City of Bel-Nor met in public session pursuant to law at 8416 Natural Bridge Road, Bel-Nor, MO 63121 at 7:30 p.m. on September 16, 2024. The Board members present at roll call were Alderman Evelyn Days – by approved zoom, Alderman Terri Durand, Alderman Jan Nelson, Alderman Charlee McBride and Mayor Anna Vogel. Alderman Evelyn Days – joined by approved zoom. Diana Krosnicki, City Clerk was also present.

APPROVAL OF MINUTES:

Following review by the Board, Alderman Nelson made a motion to approve Board Meeting minutes for June 17, July 15, 2024 and Alderman McBride seconded. The minutes were approved by unanimous voice vote.

TREASURER'S REPORT:

Mayor Vogel read the August 2024 Treasurer's Report submitted by Lisa Kampmeinert, Treasurer. Following discussion and answering questions from the public, Alderman Durand made a motion to approve the report for August 2024 and Alderman McBride seconded. The Treasurer's Report was approved as submitted, pending audit.

REPORT OF THE SAFETY COMMITTEE:

Officer Ford read the Safety Report for the month of August and answered questions from the public.

PRESENTATION: None.

ALDERMANIC REPORTS:

Alderman McBride mentioned continuing to update software on newly purchased program and am meeting with the new Code Enforcement Officer tomorrow and ride through the city and his code enforcement will start October 1, 2024.

Alderman Nelson said playground is well underway, on October 12, 2024 there will be an official ribbon cutting ceremony with National Night Out and have balloon artist, face painting, snacks.

Alderman Nelson reiterated from Officer Ford's Safety report those running stop signs, including residents are being ticketed.

Alderman Nelson said city working on returning Durango to leasing company and that Taurus and radios sell, lease to St. John Police Department.

Alderman Durand said Civic Connect Committee trudging away, need more volunteer help to get them going.

Alderman Durand said the apartment complex received approval of zoning and will go to Board of Alderman for approval.

Alderman Days gave an update on Prop V bond and mentioned ribbon cutting on new building Saturday.

OLD BUSINESS: None

NEW BUSINESS:

Mayor Vogel said public hearing setting the tax rate FY2024 is set for Thursday, September 26, 2024 at 5:30 p.m., tree board meeting September 25, 2024 at 6:30 p.m.

Mayor Vogel read ordinance amend Section 510.150 and Alderman McBride explained inspection needed within three days of listing property for sale and House Bill states they don't have to get that inspection but, to get occupancy still requires an approved inspection.

Alderman Nelson made the motion for a first reading of Bill No. 1184 an ordinance amending Subsections "D" and "E" of Section 510.150 and deleting Subsection "1.4" of Section 510.150 to comply with the new provisions of House Bill 2062 and Alderman McBride seconded. Following unanimous voice vote Mayor Vogel gave the first reading. Alderman Nelson made a motion for a second reading and Alderman Durand seconded. Following unanimous voice vote Mayor Vogel gave the second reading. Following discussion Alderman Nelson made a motion to approve Bill No. 1184 an ordinance amending Subsections "D" and "E" of Section 510.150 and deleting Subsection "1.4" of Section 510.150 to comply with the new provisions of House Bill 2062 and Alderman Durand seconded. Diana Krosnicki, City Clerk took a roll call vote. The roll call votes are as follows: Alderman Days, Aye, Alderman Durand, Aye, Alderman Nelson, Aye and Alderman McBride, Aye.

Bill No. 1184 now becomes Ordinance No. 1150.

Alderman McBride explained shred company using hard to contact so reached out to Citi-Shred and viewed video on website.

Alderman Durand made the motion for a first reading of Bill No. 1185 an ordinance authorizing a contract with CitiShred, LLC of Overland, Missouri and further authorizing the Mayor to execute such contract shredding services and Alderman Nelson seconded. Following discussion and unanimous voice vote Mayor Vogel gave the first reading.

Alderman Nelson made a motion for a second reading and Alderman Durand seconded. Following unanimous voice vote Mayor Vogel gave the second reading. Following discussion Alderman Durand made a motion to approve Bill No. 1185 an ordinance authorizing a contract with CitiShred, LLC of Overland, Missouri and further authorizing the Mayor to execute such contract shredding services and Alderman McBride seconded. Diana Krosnicki, City Clerk took a roll call vote. The roll call votes are as follows: Alderman Days, Aye, Alderman Durand, Aye, Alderman Nelson, Aye and Alderman McBride, Aye.

Bill No. 1185 now becomes Ordinance No. 1151.

Mayor Vogel explained Core Collective Normandy Jazz Festival request for donation. Alderman Durand made a motion to amend agenda to add discussion of donation and Alderman Nelson seconded. Following unanimous voice vote Alderman Durand made a motion to donate $500.00 and Alderman Nelson seconded. Motion was approved by unanimous voice vote.

OPEN TO THE PUBLIC:

Mayor Vogel answered Dryver Henderson there are no unincorporated properties in Bel-Nor.

David Schlobohm asked what outreach to assist with emails; secretary gone, 24:1, invite to meeting Rita Days make known.

Mayor, Board and public discussed further.

Mayor and Board responded to question about having a recycle day for electronics and it was mentioned St. Louis County has site and there is also a national recycle day.

Deborah Lomax discussed with Officer Ford about guy in backyard.

Following discussion Alderman Nelson made a motion to adjourn to closed session, Mayor Vogel clarified adjourn to closed session pursuant to Section 610.021 Subsection 1 to have confidential communications between the Board and the City Attorney. Alderman McBride seconded. Diana Krosnicki, City Clerk took a roll call vote. The roll call votes are as follows: Alderman Days, Aye, Alderman Durand, Aye, Alderman Nelson, Aye and Alderman McBride, Aye.

The meeting adjourned at 8:22 p.m.

Minutes prepared by Diana Krosnicki, City Clerk.

Meeting Minutes Approved by Board of Alderman on _____.

TD_____ ED_____

JN_____ CM_____

Meeting Minutes Approved by Mayor on _____.

_____
Mayor

MINUTES OF THE BOARD OF ALDERMEN
CITY OF BEL-NOR
November 18, 2024

The Board of Aldermen of the City of Bel-Nor met in public session pursuant to law at 8416 Natural Bridge Road, Bel-Nor, MO 63121 at 7:30 p.m. on November 18, 2024. The Board members present at roll call were Alderman Evelyn Days, Alderman Terri Durand, Alderman Jan Nelson, Alderman Charlee McBride and Mayor Anna Vogel. Stephanie Karr, City Attorney and Diana Krosnicki, City Clerk were also present.

APPROVAL OF MINUTES:

Following review by the Board, Alderman Nelson made a motion to approve Board Meeting minutes for September 16, 2024 and October 19, 2024 and Alderman Durand seconded. The minutes were approved by unanimous voice vote.

TREASURER'S REPORT:

Mayor Vogel read the October 2024 Treasurer's Report submitted by Lisa Kampmeinert, Treasurer. Following discussion and answering questions from the public, Alderman Nelson made a motion to approve the report for October 2024 and Alderman McBride seconded. The Treasurer's Report was approved as submitted, pending audit.

REPORT OF THE SAFETY COMMITTEE:

Officer Ford introduced Captain Tobias and then read the Safety Report for the month of October and answered questions from the public.

Alderman Nelson read a letter from an email she had received from Ronnie, Tiffany Notch and family thanking St. John Police and Officer Ford for their dedication and keeping us all safe.

Captain Tobias let the public know with the holidays coming up to fill out vacation check forms when gone so police can keep eye on property.

PRESENTATION: None.

ALDERMANIC REPORTS:

Alderman McBride said I am working with Diana Krosnicki and Margaret Saak making sure new software up and running, alert rentals and vacant that need inspections, invoices etc., and it is a great investment.
Alderman Nelson said transferred police radio and taser contracts to St. John, Taurus transferred to St. John, one car left to sell, park grant for fund, Neighborhood Watch Meeting December 9, 2024.

Alderman Durand said FEMA report done, Evelyn and I work on street lights, let us know, Hanley and 70 crosswalk MODOT zoom meeting cancelled, they are not in agreement on what to do.

Mayor Vogel said that she will get with Mark Potter on trees hanging over signs.

Alderman Durand said Santa Claus at the Gazebo no date set, need Santa.

Evelyn Days mentioned Officer Ford report school district kids on way home getting into trouble and now there is a chess program, board in front of Afro World, 24:1 public safety meeting December 4, 2024, dark early 4:10 p.m. slow down, children crossing.

Mayor Vogel said enjoyed Halloween, see decorations, kids out, more trees planted, tree board meeting Wednesday, trees not cut until November or December.

Mayor Vogel said doing update of street signs next year.

NEW BUSINESS:

OPEN TO THE PUBLIC:

Jonell Calloway mentioned watching out for deer.

Dryver Henderson asked what new with Golf course, new name restaurant I suggest another name.

Mayor Vogel answered Dryver Henderson, Golf Course will do the earth moving now, as long as they can, trees will be a year from now and restaurant those that run other name Riches to update brand, same owner-restructured, hours posted on door.

Mayor Vogel explained to Ryan Brockschmitt 24:1 vote not on ballot; couple of cities dropped out so not on ballot until April.

Dennis Blasé questioned Ameren tree trimming and Hal Procter commented would be nice to know what they are doing and Mayor Vogel said multiple subcontractors and mentioned to communicate with Ameren.

Following discussion Alderman Nelson made a motion to adjourn to closed session pursuant to pursuant to Section 610.021 Subsection 1 to have confidential communications between the Board and the City Attorney and Alderman McBride seconded. Diana Krosnicki, City Clerk took a roll call vote. The roll call votes are as

follows: Alderman Days, Aye, Alderman Durand, Aye, Alderman McBride, Aye and Alderman Nelson, Aye.

The meeting adjourned at 8:15 p.m.

Minutes prepared by Diana Krosnicki, City Clerk.

Meeting Minutes Approved by Board of Alderman on _____.

TD_____ ED_____

JN_____ CM_____

Meeting Minutes Approved by Mayor on _____.

_____
Mayor

BILL NO. _____ ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBPARAGRAPH "3" OF SUBSECTION "F" OF SECTION 510.150 RELATING TO TERMS OF RESIDENTIAL OCCUPANCY PERMITS AND ANNUAL INSPECTIONS

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BELNOR, MISSOURI, AS FOLLOWS:

Section 1. Subparagraph "3" of Subsection "F" of Section 510.150 of Chapter 510 of Title V of the Municipal Code is hereby amended to read as follows: [those subsections and provisions of Section 510.150 which are not specifically set forth herein are not amended in any way and remain in full force and effect].

TITLE V BUILDINGS AND BUILDING REGULATIONS

CHAPTER 510 HOUSING CODE

SECTION 510.150 OCCUPANCY PERMIT.

F. Occupancy Permit Required.

...

3. *Term of Permit; Annual Inspection Required When.*

a. Owner-Occupied Residential Property. The term of the occupancy permit for owner-occupied residential property shall be indefinite and shall expire upon a change in the ownership or possession of the property. In determining whether a "change in possession" has occurred, the Code Official shall consider whether there has been a change in the head of household. A "change in possession" may include the transfer of possession between family members, except in the case of a transfer caused by divorce or marriage.

b. Residential Rental Property. The term of the occupancy permit for a residential rental unit shall be for the period of the tenancy for which the permit was applied. An occupancy permit for residential rental property shall terminate upon any change in occupancy. In addition, an occupancy permit for residential rental property shall immediately terminate in either of the following events: (i) if an annual inspection is not completed for the property; or (ii) if the residential rental unit fails the annual inspection.

c. Annual Inspection Required for Residential Rental Property. An annual inspection for life / safety violations shall be completed for all residential rental property. Such annual inspection requirement shall be a condition of all occupancy permits for residential rental property.

...

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF BEL-NOR ON THIS _____ DAY OF _____, 2024.

_____
Presiding Officer

Attest:

_____
City Clerk

APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2024.

_____
Mayor

Attest:

_____
City Clerk

24:1 Cooperative Tree Program 2024
Bid Package A
Bel-Nor Activity Contract

This Contract, made and entered into Friday, December 13, 2024, by and between the **Bel-Nor** (herein called "Subrecipient"), and Gamma Tree Experts (herein called "Contractor").

Whereas, Subrecipient has entered a services contract with Contractor for the removal of 0 trees in dead and critical condition and pruning of 67 Trees and any other additional services as listed on the attached itemized bid sheet.

Whereas Subrecipient desires to engage Contractor to render certain services in connection therewith.

Scope of Services
The services covered by this contract shall include furnishing the professional, technical, and other personnel necessary for the tree maintenance work (the "Project"). The Contractor agrees to perform all those services described in Exhibit A and Exhibit B, attached hereto, and made a part hereof, in accordance with the terms and conditions stated herein.

Equipment, Labor, and Materials
The Contractor is to furnish all equipment, labor and materials for all work called for herein.

Subcontracting
No part of the services to be performed by Contractor shall be subcontracted without the prior consent of the Subrecipient. The subcontracting of the work shall in no way relieve the Contractor's primary responsibility for the quality and performance of the work. Contractor shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions on this Contract, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

Release of Liability
The Contractor agrees to release from all liability to the Subrecipient, his/her personal representatives, assigns, heirs and next of kin, for all loss or damage and any claim or demand based on injury to myself or my property, including death, which might occur while doing the work as agreed.

Ownership of Documents

All original documents, studies, or graphical material, drawings, photographs, data, or plans prepared by the contractor, pertaining to the project, shall be deemed the property of the Subrecipient and the Subrecipient shall be entitled to physical possession of said documents whether complete or in progress.

Time of Performance

The requirements outlined in the Scope of Service are to commence as soon as practicable after the execution of the contract or at a time acceptable to both Contractor and Subrecipient and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposed of the contract, but in any event, all of the provisions required hereunder shall be completed by 6pm on March 30, 2025.

Extension of Contract Time

Delay to the project due to unusual weather conditions, or other causes beyond the Contractor's control, will be consider for an extension to the contract time. Contractor will not be compensated for additional cost because of the contract extension. Contractor is required to submit a written request at least five business days before the deadline for a time extension of *up to seven business days* to Subrecipient. The Subrecipient reserves the right to accept or reject any time extension request.

Change Order Prior Approval

Subrecipient agrees to pay Contractor the sum of up to and not to exceed $23,020 for the work detailed in Exhibit B. All changes to the work completed and additional cost needed to complete the work must be approved by Subrecipient in writing prior to extra monetary changes exceeding the price agreed upon in this Contract.

Notice

Any notice required or permitted to be delivered under this Contract shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the US Postal Service, postage paid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below.

If to Contractor:

Tom Gamma
Gamma Tree Experts
P.O. Box 411483
Creve Coeur, MO 6314

If to Subrecipient: The City of Bel-Nor
8416 Natural Bridge Rd
Bel-Nor, MO 63121

Compensation and Method of Payment

Subrecipient agrees to pay Contractor the sum of up to and not to exceed $23,020. Such sum is to be paid in the following manner:

- It is understood that Subrecipient will be invoice by the Contractor in full for the sum of the project.
- Subrecipient will make payment to Contractor within 30 days of the invoice.
- Subrecipient will pay 100% of the project invoice to the Contractor.
- Contractor will provide a "Proof of Payment" (receipt) to Subrecipient upon payment.
- Subrecipient will apply for reimbursement from the Missouri Department of Conservation upon completion.

Attachments

This Contract is subject to and incorporates the provisions attached hereto as follows:

❑ General Terms and Conditions
❑ Exhibit A – Scope of Services
❑ Exhibit B – Itemized Bid Sheet

In Witness Thereof, Subrecipient and Contractor have executed this Contract as of the date first above written.

_____	_____
Contractor	Subrecipient
_____	_____
Title	Title
_____	_____
Date	Date

General Terms and Conditions

I. General Conditions

A. General Compliance. The Contractor agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Contractor shall always remain an independent Contractor with respect to the services to be performed under this agreement. The Subrecipient shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an Independent Contractor.

C. Hold Harmless. The Contractor shall hold harmless, defend, and indemnify the Subrecipient from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for the contract.

D. Workers' Compensation. The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this contract.

E. Bid Guarantee. The Contractor shall provide a bid bond check for 10 percent of the bid price as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

F. Amendments. Subrecipient or Contractor may amend this Contract at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations, and submitted to Jack McDonnell at Beyond Housing. Such amendments shall not invalidate this Agreement, nor relieve or release Subrecipient or Contractor from its obligations under this Contract.

- **a.** Subrecipient may, at its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Subrecipient and Contractor.

G. **Suspension or Termination.** Subrecipient may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least seven days before the effective date of such termination. Partial termination of the Scope of Services may only be undertaken with the prior approval of Subrecipient. In the event of any termination for convenience, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination.

H. Subrecipient may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein. In the event there is probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, the Subrecipient may withhold up to fifteen (15) percent of said contract funds until such time as the Contractor is found to be complying by the Subrecipient.

I. **Tree Work Standards.** All tree work must conform to the most current version of the American National Standards Institute *A300 Standards for Tree Care Operations.* Failure to do so may result in payment being withheld.

II. **Subcontracts**

A. **Approvals.** The Contractor shall not enter any subcontracts with any agency or individual in the performance of this contract without the written consent of the Subrecipient prior to the execution of such agreement.

B. **Monitoring.** Subrecipient will monitor all Subcontractors on a regular basis to assure contract compliance. However, it is expressly agreed that the Subrecipient will not be held responsible for contract non-compliance on the part of any Subcontractor, or for any damages incurred as the result of non-compliance.

Contractor Release and Waiver of Liability Form

This Release and Waiver of Liability (the "release") executed on Friday, December 13, 2024 by Contractor release Beyond Housing and participating Municipalities ("The 24:1") and each of its successors, assigns, libraries, directors, officers, employees, agents, and subcontractors. Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Contractor desires to provide services to "The 24:1" and engage in activities related to such service. Contractor understands that he/she is responsible for his/her own insurance coverage in the event of personal injury or illness because of services provided to "Beyond Housing."

1. **Waiver and Release**: I, the Contractor, for myself and my heirs, executors, administrators and assigns, hereby release, waive, discharge and hold harmless, :Beyond Housing" and its successors, assigns, libraries, directors, officers , employees and agents from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from services I provide to "The 24:1". I understand and acknowledge that this release discharges "The 24:1" from any liability or claim that I may have against "The 24:1" with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the services I provide to "The 24:1" or occurring while I am providing services.
2. **Insurance**: Further, I understand "The 24:1" does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, workers compensation, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of "The 24:1" beyond what may be offered freely by "The 24:1" in the event of injury of medical expenses incurred by me.
3. **Medical Treatment:** I hereby release and forever discharge "The 24:1" from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with and emergency during my tenure as a Contractor with "Beyond Housing."
4. **Assumption of Risk:** I understand that the services I provide to "The 24:1" may include activities that may be hazardous. As a Contractor, I hereby expressly assume risk of injury or harm from these activities and release "The 24:1" from all Liability.
5. **Other:** As a Contractor, I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and that this release shall be governed by and interpreted in accordance with the laws of the State of Missouri. I agree that if any clause or provision of this release is deemed invalid, the enforceability of the remaining provisions of this release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Contractor Company Name

Signature Date

Print Name Date

EXHIBIT A

Tree Maintenance Project – Scope of Services

This project will consist of pruning/removal of approximately 67 trees in various conditions, as listed on the attached Itemized Bid Sheet. The following specifications shall be the responsibility of the Contractor. The Contractor shall:

1. Prior to beginning work, notify the appropriate municipal contact and, if applicable, resident of private property when work starts and notify municipal contact when work is ready for inspection.

2. Remove all trimmings or tree limbs or parts from trees pruned and removed listed on the Itemized Bid Sheet.

3. Remove all stumps from tree removals to a minimum of twelve (12') inches below grade and remove grindings so site matches surrounding grade. Stumps which are unable to be ground are to be cut as low to the ground as possible (e.g., stumps in proximity of structures and utilities, trees growing through fence lines).

4. Maintain a neat, orderly, and safe worksite at all times. This includes erection of roadblocks as necessary. Closure or partial closure of streets shall be coordinated with the respective municipality.

5. Promptly remove all equipment, trash and materials from each site upon completion.

6. Restore all improvements (grass, sidewalks, etc.) to pre-pruning and pre-removal condition. The contractor is responsible for any damage to public or private property resulting from their activities.

7. All tree work (pruning and tree removals) must conform to the most current version of the American National Standards Institute *A300 Standards for Tree Care Operations* and must be completed by an ISA Certified Arborist. Failure to do so may result in payment being withheld.

8. Pruning objectives are:

    a. Reduce Risk

        i. Remove all broken and hanging branches 2" diameter and larger.

        ii. Remove all deadwood 2" in diameter and larger.

    b. Improve Clearance

i. Raise lower canopy to a height of 16' over roads, 10' to 12' over yards, sidewalks and driveways and no branches within 15' of a building.

ii. Street Light clearance for visibility/ safety.

iii. Street sign visibility.

iv. Live crown ratio should not be reduced to less than 50 percent.

c. Structural improvement / correction

i. Remove crossing, rubbing and/or cracked branches.

ii. Gap cut all 1" diameter vines and larger at the base of the tree.

9. Notify Sub recipient of any findings that warrant a change in the planned activities or find a tree not on the list that may need attention. (e.g., tree on pruning list needs removed)

10. Special note on pruning *Quercus palustris* (pin oak), and other trees in the red oak family:

a. The lower branches on *Quercus Palustris* (pin oak) should not be pruned in such a way that the remaining living branch will be shaded out. In these cases, the entire branch shall be removed. This should not result in "lions-tailing" and/or the reduction of live crown ratio below 50 percent. All pruning activities shall be supervised by an ISA Certified Arborist.

b. Trees in the red oak family should be prioritized to be pruned before March 15th when reasonable to do so.

c. When pruning trees in the red oak family, contractors shall sanitize tools between trees.

Note: Per the Missouri Department of Conservation, all tree removals 9" diameter at breast height (DBH, appx. 4.5' from the ground) and larger can only be performed between the months of November 1 and March 31.

Exhibit B

(See attached spreadsheet)

Exhibit B
Bel-Nor Tree List Pruning 24-9
Gamma Tree Experts

Address	Street	Side	Site	On Street	Site ID	Species	Diameter	Risk Rating	Condition	Overhead U	Site Comments	Maintenance	Bid
3042	ANDOVER DR	Front	2	ANDOVER DR	5994	Quercus palustris (oak, pin)	34	5	Good	No	8-12" deadwood deadwood	Tree Clean	$ 375.00
3070	ANDOVER DR	Front	1	ANDOVER DR	6008	Liquidambar styraciflua (sweetgum, American)	16	4	Good	No	deadwood	Tree Clean	$ 275.00
8301	ARDSLEY DR	Side	5	RIDGEVIEW DR	6379	Acer saccharinum (maple, silver)	28	6	Fair	No	4-6" deadwood over street deadwood	Tree Clean	$ 275.00
8406	ARDSLEY DR	Front	2	ARDSLEY DR	6183	Quercus palustris (oak, pin)	34	5	Good	No	deadwood	Tree Clean	$ 375.00
2821	ARLMONT DR	Front	2	ARLMONT DR	6317	Quercus palustris (oak, pin)	28	5	Good	No	deadwood	Tree Clean	$ 375.00
2821	ARLMONT DR	Front	3	ARLMONT DR	6326	Quercus palustris (oak, pin)	24	6	Good	No	deadwood	Tree Clean	$ 350.00
2821	ARLMONT DR	Front	4	ARLMONT DR	6334	Quercus palustris (oak, pin)	37	6	Good	No	deadwood	Tree Clean	$ 400.00
3005	ARLMONT DR	Front	2	ARLMONT DR	5774	Acer rubrum (maple, red)	18	4	Fair	No	deadwood	Tree Clean	$ 250.00
3008	ARLMONT DR	Front	1	ARLMONT DR	5811	Quercus palustris (oak, pin)	22	5	Good	No	removal deadwood	Tree Clean	$ 375.00
2915	BELLERIVE DR	Front	1	BELLERIVE DR	5849	Liquidambar styraciflua (sweetgum, American)	19	4	Good	No	deadwood	Tree Clean	$ 275.00
2957	BELLERIVE DR	Front	1	BELLERIVE DR	5842	Acer saccharum (maple, sugar)	18	5	Fair	No	suspect homeowner pruned deadwood	Tree Clean	$ 250.00
3037	BELLERIVE DR	Front	2	BELLERIVE DR	5838	Catalpa speciosa (catalpa, northern)	20	4	Good	No	deadwood	Tree Clean	$ 275.00
3072	BELLERIVE DR	Front	1	BELLERIVE DR	5856	Liquidambar styraciflua (sweetgum, American)	22	5	Good	No	deadwood	Tree Clean	$ 375.00
2800	CLEARVIEW DR	side		AUDRAIN DR	city lot	Hybrid elm	23	6	Fair	No	3-4in deadwood	Tree Clean	$ 375.00
2943	CLEARVIEW DR	Front	1	CLEARVIEW DR	6504	Acer rubrum (maple, red)	18	5	Good	No	deadwood	Tree Clean	$ 225.00
2955	CLEARVIEW DR	Front	1	CLEARVIEW DR	6483	Quercus palustris (oak, pin)	37	6	Fair	No	2-4" deadwood, 4" hanger, Low over	Tree Clean	$ 575.00
2980	CLEARVIEW DR	Front	2	CLEARVIEW DR	6470	Quercus palustris (oak, pin)	30	5	Good	No	deadwood	Tree Clean	$ 450.00
3022	CLEARVIEW DR	Side	2	GLEN ECHO DR	6017	Fraxinus pennsylvanica (ash, green	15	4	Good	No	deadwood	Tree Clean	$ 250.00
3017	DELAVAN DR	Front	1	DELAVAN DR	5880	Quercus imbricaria (oak, shingle)	28	5	Good	No	deadwood	Tree Clean	$ 375.00
3025	DELAVAN DR	Front	1	DELAVAN DR	5879	Quercus palustris (oak, pin)	34	5	Good	No	Basal Root Decay deadwood	Tree Clean	$ 450.00
7703	FLORENTINE DR	Front	3	FLORENTINE DR	6625	Robinia pseudoacacia (locust, blac	12	5	Good	No	deadwood	Tree Clean	$ 275.00
7736	FLORENTINE DR	Front	1	FLORENTINE DR	6657	Platanus occidentalis (sycamore, A	32	5	Good	No	deadwood	Tree Clean	$ 470.00
8120	GLEN ECHO DR	Front	5	GLEN ECHO DR	6018	Acer rubrum (maple, red)	16	6	Fair	No	Up to 6" deadwood, Hanger deadwood	Tree Clean	$ 250.00

Exhibit B
Bel-Nor Tree List Pruning 24-9
Gamma Tree Experts

8121	GLEN ECHO DR	Front	1	GLEN ECHO DR	5920	Quercus palustris (oak, pin)	18	4	Very Good	No	deadwood	Tree Clean	$ 375.00
8123	GLEN ECHO DR	Front	1	GLEN ECHO DR	5925	Platanus occidentalis (sycamore, A	28	5	Good	No	deadwood	Tree Clean	$ 375.00
8200	GLEN ECHO DR	Side	4	CLEARVIEW DR	6272	Quercus palustris (oak, pin)	28	5	Good	No	deadwood deadwood	Tree Clean	$ 375.00
8200	GLEN ECHO DR	Front	6	CLEARVIEW DR	6291	Quercus palustris (oak, pin)	28	5	Good	No	deadwood	Tree Clean	$ 375.00
8228	GLEN ECHO DR	Front	3	GLEN ECHO DR	6303	Quercus palustris (oak, pin)	30	6	Good	No	deadwood	Tree Clean	$ 325.00
8228	GLEN ECHO DR	Front	4	GLEN ECHO DR	6314	Quercus palustris (oak, pin)	30	5	Good	No	deadwood	Tree Clean	$ 350.00
8228	GLEN ECHO DR	Side	6	RIDGEVIEW DR	6333	Quercus palustris (oak, pin)	27	5	Good	No	deadwood	Tree Clean	$ 375.00
8293	GLEN ECHO DR	Front	1	GLEN ECHO DR	6149	Quercus palustris (oak, pin)	22	5	Good	No	removal deadwood	Tree Clean	$ 375.00
2919	HATHERLY DR	Side	2	WAKONDA DR	6507	Quercus palustris (oak, pin)	24	6	Fair	No	2-4" deadwood deadwood	Tree Clean	$ 350.00
2919	HATHERLY DR	Front	5	HATHERLY DR	6538	Quercus palustris (oak, pin)	27	6	Good	No	2-4" deadwood deadwood	Tree Clean	$ 375.00
2919	HATHERLY DR	Front	6	HATHERLY DR	6548	Quercus palustris (oak, pin)	22	6	Fair	No	deadwood	Tree Clean	$ 300.00
2919	HATHERLY DR	Front	7	HATHERLY DR	6557	Quercus palustris (oak, pin)	28	6	Good	No	deadwood	Tree Clean	$ 375.00
2919	HATHERLY DR	Front	8	HATHERLY DR	6565	Quercus palustris (oak, pin)	32	6	Good	No	deadwood	Tree Clean	$ 375.00
2919	HATHERLY DR	Front	9	HATHERLY DR	6574	Quercus palustris (oak, pin)	32	6	Good	No	deadwood	Tree Clean	$ 375.00
2934	HATHERLY DR	Front	1	HATHERLY DR	6636	Acer saccharinum (maple, silver)	24	6	Fair	No	storm damage over street; Low water	Tree Clean	$ 275.00
3000	HATHERLY DR	Front	1	HATHERLY DR	6044	Acer saccharinum (maple, silver)	32	6	Poor	No	deadwood	Tree Clean	$ 275.00
3006	HATHERLY DR	Front	2	HATHERLY DR	6073	Liquidambar styraciflua (sweetgum	18	5	Good	No	deadwood	Tree Clean	$ 300.00
7656	HORATIO DR	Media	3	HORATIO DR	6115	Quercus stellata (oak, post)	38	5	Fair	No	Storm damage, 2-4â€ deadwood	Tree Clean	$ 350.00
7664	HORATIO DR	Media	4	DARWIN CT	6632	Quercus stellata (oak, post)	30	5	Good	No	deadwood deadwood	Tree Clean	$ 300.00
7668	HORATIO DR	Media	3	HORATIO DR	6593	Liquidambar styraciflua (sweetgum	28	5	Good	No	deadwood	Tree Clean	$ 350.00
7669	HORATIO DR	Media	1	HORATIO DR	6555	Liquidambar styraciflua (sweetgum	26	5	Good	No	deadwood	Tree Clean	$ 350.00
7675	HORATIO DR	Front	1	HORATIO DR	6751	Quercus palustris (oak, pin)	32	4	Good	No	deadwood	Tree Clean	$ 325.00
7675	HORATIO DR	Side	2	HORATIO DR	6752	Liquidambar styraciflua (sweetgum	25	4	Good	No	deadwood	Tree Clean	$ 400.00
7704	HORATIO DR	Front	1	HORATIO DR	6392	Quercus palustris (oak, pin)	36	6	Good	No	2-4in deadwood deadwood	Tree Clean	$ 375.00

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Bel-Nor Tree List Pruning 24-9
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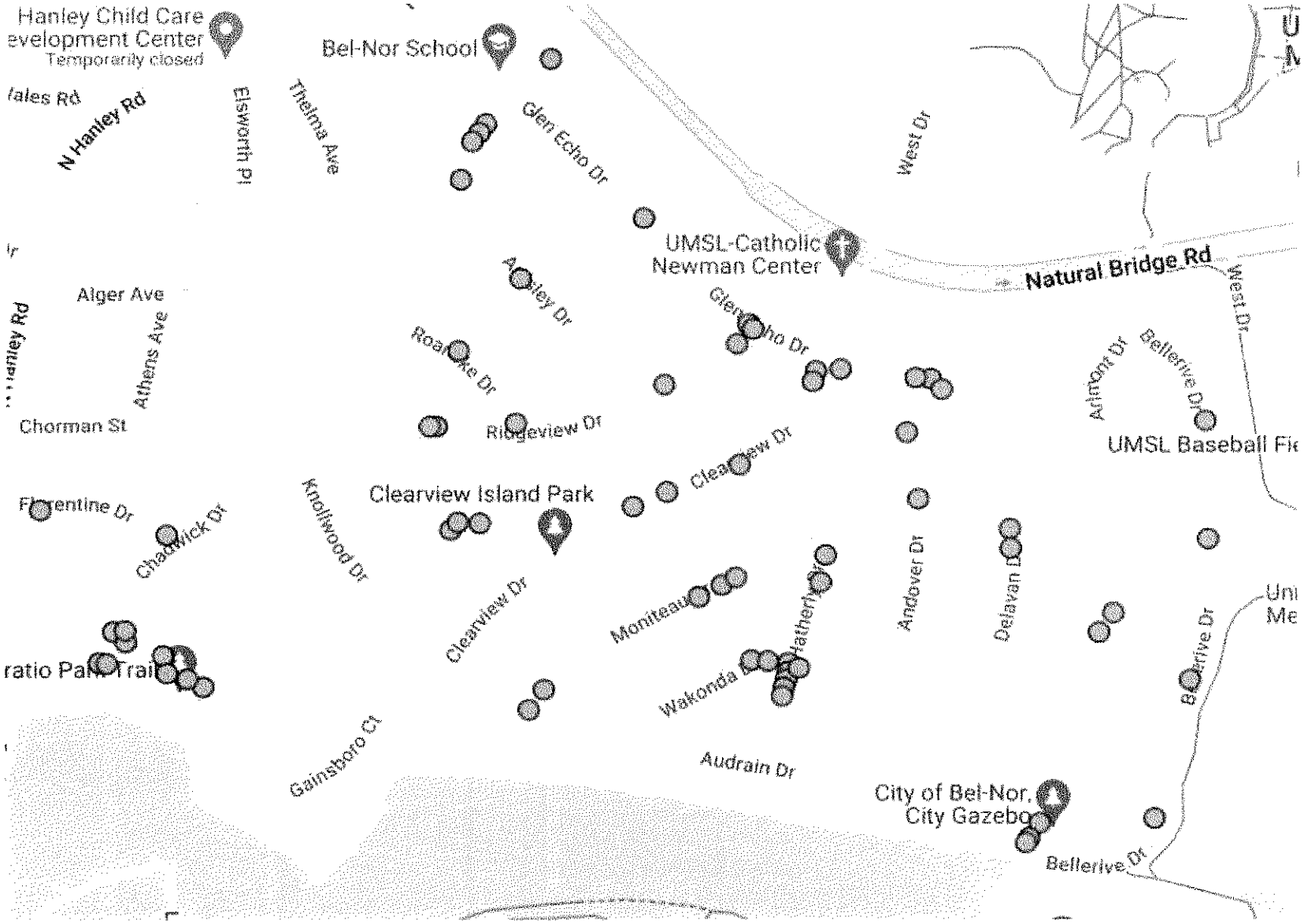
7707	HORATIO DR	Side	4	CHADWICK D	6750	Quercus palustris (oak, pin)	36	4	Good	No	deadwood	Tree Clean	$	500.00
7708	HORATIO DR	Front	1	HORATIO DR	6382	Quercus palustris (oak, pin)	35	6	Good	No	deadwood	Tree Clean	$	450.00
2801	MONITEAU DR	Front	1	MONITEAU DR	6242	Quercus palustris (oak, pin)	23	5	Good	No	deadwood	Tree Clean	$	350.00
2811	MONITEAU DR	Front	2	MONITEAU DR	6062	Quercus palustris (oak, pin)	32	6	Good	No	4-6" deadwood deadwood	Tree Clean	$	350.00
2904	MONITEAU DR	Front	3	MONITEAU DR	6207	Quercus palustris (oak, pin)	30	5	Good	No	4-6" deadwood deadwood	Tree Clean	$	375.00
2920	MONITEAU DR	Front	1	MONITEAU DR	6217	Quercus palustris (oak, pin)	29	5	Good	No	6-8â€ deadwood over driveway	Tree Clean	$	325.00
2930	MONITEAU DR	Front	1	MONITEAU DR	6248	Quercus palustris (oak, pin)	25	5	Good	No	4-6" deadwood over street deadwood	Tree Clean	$	300.00
3000	NORDIC DR	Front	5	NORDIC DR	6524	Quercus palustris (oak, pin)	22	5	Good	No	8-10" deadwood over street	Tree Clean	$	375.00
3033	NORDIC DR	Front	1	NORDIC DR	6668	Quercus palustris (oak, pin)	26	5	Good	No	deadwood	Tree Clean	$	400.00
3035	NORDIC DR	Front	1	NORDIC DR	6658	Quercus palustris (oak, pin)	22	6	Fair	No	deadwood	Tree Clean	$	325.00
3045	NORDIC DR	Front	1	NORDIC DR	6645	Quercus palustris (oak, pin)	26	5	Good	No	deadwood	Tree Clean	$	325.00
3104	NORDIC DR	Front	8	NORDIC DR	6361	Ulmus pumila (elm, Siberian)	26	7	Fair	No	remove hanger	Tree Clean	$	100.00
8321	RACQUET DR	Front	1	RACQUET DR	6588	Quercus palustris (oak, pin)	38	5	Good	No	deadwood	Tree Clean	$	375.00
8327	RACQUET DR	Front	2	RACQUET DR	6605	Quercus palustris (oak, pin)	24	5	Fair	No	deadwood	Tree Clean	$	350.00
8332	RACQUET DR	Front	1	RACQUET DR	6512	Quercus imbricaria (oak, shingle)	39	5	Good	No	deadwood	Tree Clean	$	475.00
2907	RIDGEVIEW DR	Front	1	RIDGEVIEW DR	6137	Acer saccharum (maple, sugar)	22	6	Fair	No	deadwood	Tree Clean	$	225.00
2907	RIDGEVIEW DR	Front	2	RIDGEVIEW DR	6153	Acer saccharum (maple, sugar)	25	6	Fair	No	8-10" deadwood, hanger deadwood	Tree Clean	$	275.00
8405	ROANOKE DR	Media	2	ROANOKE DR	6478	Cercis canadensis (redbud, eastern	10	5	Good	No	deadwood	Tree Clean	$	150.00
8447	ROANOKE DR	Front	1	ROANOKE DR	6529	Quercus palustris (oak, pin)	20	5	Good	No	deadwood	Tree Clean	$	375.00
2855	WAKONDA DR	Front	1	WAKONDA DR	6418	Quercus palustris (oak, pin)	28	5	Good	No	deadwood	Tree Clean	$	325.00
								Prunes			67		$	23,020.00

Exhibit B
Bel-Nor Tree List Pruning 24-9
Gamma Tree Experts

Project Map



24:1 Cooperative Tree Program 2024
Bid Package A
Bel-Nor Activity Contract

This Contract, made and entered into Friday, December 13, 2024, by and between the **Bel-Nor** (herein called "Subrecipient"), and Omni Tree Service (herein called "Contractor").

Whereas, Subrecipient has entered a services contract with Contractor for the removal of 15 trees in dead and critical condition and pruning of 0 Trees and any other additional services as listed on the attached itemized bid sheet.

Whereas Subrecipient desires to engage Contractor to render certain services in connection therewith.

Scope of Services
The services covered by this contract shall include furnishing the professional, technical, and other personnel necessary for the tree maintenance work (the "Project"). The Contractor agrees to perform all those services described in Exhibit A and Exhibit B, attached hereto, and made a part hereof, in accordance with the terms and conditions stated herein.

Equipment, Labor, and Materials
The Contractor is to furnish all equipment, labor and materials for all work called for herein.

Subcontracting
No part of the services to be performed by Contractor shall be subcontracted without the prior consent of the Subrecipient. The subcontracting of the work shall in no way relieve the Contractor's primary responsibility for the quality and performance of the work. Contractor shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions on this Contract, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

Release of Liability
The Contractor agrees to release from all liability to the Subrecipient, his/her personal representatives, assigns, heirs and next of kin, for all loss or damage and any claim or demand based on injury to myself or my property, including death, which might occur while doing the work as agreed.

Ownership of Documents

All original documents, studies, or graphical material, drawings, photographs, data, or plans prepared by the contractor, pertaining to the project, shall be deemed the property of the Subrecipient and the Subrecipient shall be entitled to physical possession of said documents whether complete or in progress.

Time of Performance

The requirements outlined in the Scope of Service are to commence as soon as practicable after the execution of the contract or at a time acceptable to both Contractor and Subrecipient and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposed of the contract, but in any event, all of the provisions required hereunder shall be completed by 6pm on March 30, 2025.

Extension of Contract Time

Delay to the project due to unusual weather conditions, or other causes beyond the Contractor's control, will be consider for an extension to the contract time. Contractor will not be compensated for additional cost because of the contract extension. Contractor is required to submit a written request at least five business days before the deadline for a time extension of *up to seven business days* to Subrecipient. The Subrecipient reserves the right to accept or reject any time extension request.

Change Order Prior Approval

Subrecipient agrees to pay Contractor the sum of up to and not to exceed $13,520 for the work detailed in Exhibit B. All changes to the work completed and additional cost needed to complete the work must be approved by Subrecipient in writing prior to extra monetary changes exceeding the price agreed upon in this Contract.

Notice

Any notice required or permitted to be delivered under this Contract shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the US Postal Service, postage paid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below.

If to Contractor:

Tom Reid
Omni Tree Service
415 Old State Rd
Ellisville, MO 63021

If to Subrecipient: The City of Bel-Nor
8416 Natural Bridge Rd
Bel-Nor, MO 63121

Compensation and Method of Payment

Subrecipient agrees to pay Contractor the sum of up to and not to exceed $13,520. Such sum is to be paid in the following manner:

- It is understood that Subrecipient will be invoice by the Contractor in full for the sum of the project.
- Subrecipient will make payment to Contractor within 30 days of the invoice.
- Subrecipient will pay 100% of the project invoice to the Contractor.
- Contractor will provide a "Proof of Payment" (receipt) to Subrecipient upon payment.
- Subrecipient will apply for reimbursement from the Missouri Department of Conservation upon completion.

Attachments

This Contract is subject to and incorporates the provisions attached hereto as follows:

❑ General Terms and Conditions
❑ Exhibit A – Scope of Services
❑ Exhibit B – Itemized Bid Sheet

In Witness Thereof, Subrecipient and Contractor have executed this Contract as of the date first above written.

_____	_____
Contractor	Subrecipient
_____	_____
Title	Title
_____	_____
Date	Date

General Terms and Conditions

I. General Conditions

A. General Compliance. The Contractor agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Contractor shall always remain an independent Contractor with respect to the services to be performed under this agreement. The Subrecipient shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an Independent Contractor.

C. Hold Harmless. The Contractor shall hold harmless, defend, and indemnify the Subrecipient from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for the contract.

D. Workers' Compensation. The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this contract.

E. Bid Guarantee. The Contractor shall provide a bid bond check for 10 percent of the bid price as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

F. Amendments. Subrecipient or Contractor may amend this Contract at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations, and submitted to Jack McDonnell at Beyond Housing. Such amendments shall not invalidate this Agreement, nor relieve or release Subrecipient or Contractor from its obligations under this Contract.

- **a.** Subrecipient may, at its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Subrecipient and Contractor.

G. **Suspension or Termination.** Subrecipient may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least seven days before the effective date of such termination. Partial termination of the Scope of Services may only be undertaken with the prior approval of Subrecipient. In the event of any termination for convenience, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination.

H. Subrecipient may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein. In the event there is probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, the Subrecipient may withhold up to fifteen (15) percent of said contract funds until such time as the Contractor is found to be complying by the Subrecipient.

I. **Tree Work Standards.** All tree work must conform to the most current version of the American National Standards Institute *A300 Standards for Tree Care Operations.* Failure to do so may result in payment being withheld.

II. **Subcontracts**

A. **Approvals.** The Contractor shall not enter any subcontracts with any agency or individual in the performance of this contract without the written consent of the Subrecipient prior to the execution of such agreement.

B. **Monitoring.** Subrecipient will monitor all Subcontractors on a regular basis to assure contract compliance. However, it is expressly agreed that the Subrecipient will not be held responsible for contract non-compliance on the part of any Subcontractor, or for any damages incurred as the result of non-compliance.

Contractor Release and Waiver of Liability Form

This Release and Waiver of Liability (the "release") executed on Friday, December 13, 2024 by Contractor release Beyond Housing and participating Municipalities ("The 24:1") and each of its successors, assigns, libraries, directors, officers, employees, agents, and subcontractors. Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Contractor desires to provide services to "The 24:1" and engage in activities related to such service. Contractor understands that he/she is responsible for his/her own insurance coverage in the event of personal injury or illness because of services provided to "Beyond Housing."

1. **Waiver and Release**: I, the Contractor, for myself and my heirs, executors, administrators and assigns, hereby release, waive, discharge and hold harmless, :Beyond Housing" and its successors, assigns, libraries, directors, officers , employees and agents from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from services I provide to "The 24:1". I understand and acknowledge that this release discharges "The 24:1" from any liability or claim that I may have against "The 24:1" with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the services I provide to "The 24:1" or occurring while I am providing services.
2. **Insurance**: Further, I understand "The 24:1" does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, workers compensation, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of "The 24:1" beyond what may be offered freely by "The 24:1" in the event of injury of medical expenses incurred by me.
3. **Medical Treatment:** I hereby release and forever discharge "The 24:1" from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with and emergency during my tenure as a Contractor with "Beyond Housing."
4. **Assumption of Risk:** I understand that the services I provide to "The 24:1" may include activities that may be hazardous. As a Contractor, I hereby expressly assume risk of injury or harm from these activities and release "The 24:1" from all Liability.
5. **Other:** As a Contractor, I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and that this release shall be governed by and interpreted in accordance with the laws of the State of Missouri. I agree that if any clause or provision of this release is deemed invalid, the enforceability of the remaining provisions of this release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Contractor Company Name

Signature Date

Print Name Date

EXHIBIT A

Tree Maintenance Project – Scope of Services

This project will consist of pruning/removal of approximately 15 trees in various conditions, as listed on the attached Itemized Bid Sheet. The following specifications shall be the responsibility of the Contractor. The Contractor shall:

1. Prior to beginning work, notify the appropriate municipal contact and, if applicable, resident of private property when work starts and notify municipal contact when work is ready for inspection.

2. Remove all trimmings or tree limbs or parts from trees pruned and removed listed on the Itemized Bid Sheet.

3. Remove all stumps from tree removals to a minimum of twelve (12') inches below grade and remove grindings so site matches surrounding grade. Stumps which are unable to be ground are to be cut as low to the ground as possible (e.g., stumps in proximity of structures and utilities, trees growing through fence lines).

4. Maintain a neat, orderly, and safe worksite at all times. This includes erection of roadblocks as necessary. Closure or partial closure of streets shall be coordinated with the respective municipality.

5. Promptly remove all equipment, trash and materials from each site upon completion.

6. Restore all improvements (grass, sidewalks, etc.) to pre-pruning and pre-removal condition. The contractor is responsible for any damage to public or private property resulting from their activities.

7. All tree work (pruning and tree removals) must conform to the most current version of the American National Standards Institute *A300 Standards for Tree Care Operations* and must be completed by an ISA Certified Arborist. Failure to do so may result in payment being withheld.

8. Pruning objectives are:

    a. Reduce Risk

        i. Remove all broken and hanging branches 2" diameter and larger.

        ii. Remove all deadwood 2" in diameter and larger.

    b. Improve Clearance

i. Raise lower canopy to a height of 16' over roads, 10' to 12' over yards, sidewalks and driveways and no branches within 15' of a building.

ii. Street Light clearance for visibility/ safety.

iii. Street sign visibility.

iv. Live crown ratio should not be reduced to less than 50 percent.

c. Structural improvement / correction

i. Remove crossing, rubbing and/or cracked branches.

ii. Gap cut all 1" diameter vines and larger at the base of the tree.

9. Notify Sub recipient of any findings that warrant a change in the planned activities or find a tree not on the list that may need attention. (e.g., tree on pruning list needs removed)

10. Special note on pruning *Quercus palustris* (pin oak), and other trees in the red oak family:

a. The lower branches on *Quercus Palustris* (pin oak) should not be pruned in such a way that the remaining living branch will be shaded out. In these cases, the entire branch shall be removed. This should not result in "lions-tailing" and/or the reduction of live crown ratio below 50 percent. All pruning activities shall be supervised by an ISA Certified Arborist.

b. Trees in the red oak family should be prioritized to be pruned before March 15th when reasonable to do so.

c. When pruning trees in the red oak family, contractors shall sanitize tools between trees.

Note: Per the Missouri Department of Conservation, all tree removals 9" diameter at breast height (DBH, appx. 4.5' from the ground) and larger can only be performed between the months of November 1 and March 31.

Exhibit B

(See attached spreadsheet)

Exhibit B
Bel-Nor Tree List Removals 24-9
Omni Tree Service

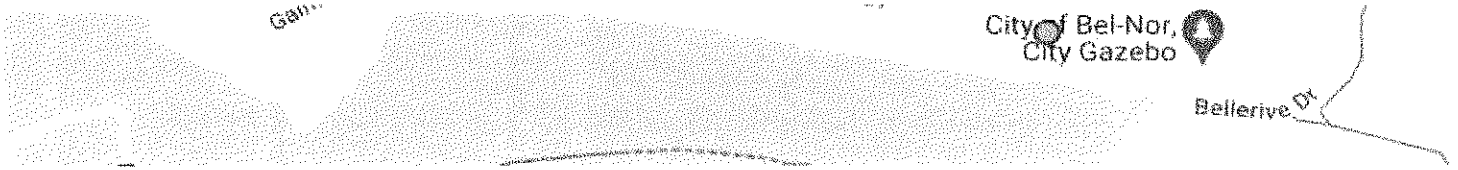
Address	Street	Side	Site	On Street	Site ID	Species	Diameter	Risk Rating	Condition	Overhead U	Site Comments	Maintenance	Bid
8322	ARDSLEY DR	Front	1	ARDSLEY DR	6300	Acer saccharinum (maple, silver)	20	5	Good	No	removal	Removal	$ 800.00
8014	AUDRAIN DR	Front	1	AUDRAIN DR	6249	Acer rubrum (maple, red)	14	0	N/A	No	removal	Removal	$ 800.00
8272	AUDRAIN DR	Front	1	AUDRAIN DR	6562	Pyrus calleryana (pear, Callery)	26	5	Fair	No	removal	Removal	$ 800.00
3055	BELLERIVE DR	Front	1	BELLERIVE DR	5835	Acer saccharinum (maple, silver)	14	5	Good	No	removal	Removal	$ 560.00
2854	CHADWICK	Front		CHADWICK		spruce	12	6	dead	No		Removal	$ 450.00
2986	CLEARVIEW DR	Front	1	CLEARVIEW DR	6479	Acer saccharinum (maple, silver)	26	5	Fair	Yes	removal	Removal	$ 1,000.00
2996	CLEARVIEW DR	Front	1	CLEARVIEW DR	6490	Acer saccharinum (maple, silver)	34	6	Fair	No	removal	Removal	$ 1,300.00
3022	CLEARVIEW DR	Front	5	CLEARVIEW DR	6233	Acer saccharinum (maple, silver)	26	5	Fair	Yes	Limitedremoval	Removal	$ 1,300.00
2823	DARWIN CT	Front	1	DARWIN CT	6513	Picea abies (spruce, Norway)	24	5	Fair	No	removal	Removal	$ 840.00
8127	GLEN ECHO DR	Front	1	GLEN ECHO DR	5931	Quercus palustris (oak, pin)	18	4	Good	No	removal	Removal	$ 700.00
7659	HORATIO DR	Front			city lot	white oak	25	7	poor	No	4-6in deadwood borderline	Removal	$ 1,000.00
7669	HORATIO DR	Side	5	DARWIN CT	6535	Quercus palustris (oak, pin)	30	6	Good	No	2-4" deadwood deadwoodremoval	Removal	$ 1,580.00
2874	MONITEAU DR	Front	1	MONITEAU DR	6171	Acer saccharinum (maple, silver)	26	5	Fair	No	Up to 4" deadwoodremoval	Removal	$ 900.00
3104	NORDIC DR	Front	7	NORDIC DR	6352	Acer saccharinum (maple, silver)	20	6	Fair	No	4-6" deadwoodremoval	Removal	$ 540.00
2816	WOODVIEW CT	Media	1	WOODVIEW CT	6484	Liquidambar styraciflua (sweetgum	26	5	Poor	No	trunk damage, major	Removal	$ 950.00
								Removals		15		$ 13,520.00	

Exhibit B
Bel-Nor Tree List Removals 24-9
Omni Tree Service

Project Map



Exhibit B
Bel-Nor Tree List Removals 24-9
Omni Tree Service



BILL NO. _____ Ord No: _____

AN ORDINANCE AUTHORIZING A CONTRACT WITH GAMMA TREE SERVICE AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City of Bel-Nor and the 24:1 Cooperative Tree Program has solicited and received bids for tree pruning services of 67 trees;

WHEREAS, Gamma Tree Service submitted what was judged to be a best value proposal,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, IN THE STATE OF MISSOURI, AS FOLLOWS:

Section One.

The Board hereby approves an agreement with Gamma Tree Service, such agreement shall be the same in form and content as the Proposal, marked Exhibit A, attached hereto and incorporated herein by reference. Further, the Mayor is hereby authorized to execute such contract on behalf of the City of Bel-Nor.

Section Two.

The Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, MISSOURI, THIS _____ DAY OF _____, 2024

_____
Mayor

Attest:

_____
Diana Krosnicki, City Clerk

_____ **Evelyn Days**

_____ **Theresa Durand**

_____ **Charlese McBride**

_____ **Jan Nelson**

BILL NO. _____ Ord No: _____

AN ORDINANCE AUTHORIZING A CONTRACT WITH OMNI TREE SERVICE AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City of Bel-Nor and the 24:1 Cooperative Tree Program has solicited and received bids for the removal of 15 trees in dead and critical condition;

WHEREAS, Omni Tree Service submitted what was judged to be a best value proposal,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, IN THE STATE OF MISSOURI, AS FOLLOWS:

Section One.

The Board hereby approves an agreement with Omni Tree Service, such agreement shall be the same in form and content as the Proposal, marked Exhibit A, attached hereto and incorporated herein by reference. Further, the Mayor is hereby authorized to execute such contract on behalf of the City of Bel-Nor.

Section Two.

The Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, MISSOURI, THIS _____ DAY OF _____, 2024

_____
Mayor

Attest:

_____
Diana Krosnicki, City Clerk

_____ **Evelyn Days**

_____ **Theresa Durand**

_____ **Charlese McBride**

_____ **Jan Nelson**