

**AGENDA**  
**Board of Aldermen / City of Bellerive Acres**  
**Thursday, October 26, 2017**  
**7:00 P.M.**

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Minutes (if available)
- V. Financial Advisor's Report
- VI. Police Report
- VII. City Administrator's Report
- VIII. City Attorney's Report
- IX. Report of Mayor and Board members
- X. Report of Don Morice or Committee – Street Project status and updates (if any)
- XI. Old Business
- XII. New Business
  - (a) Consideration, discussion and action on **AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY AND NATIVE LANDSCAPE SOLUTIONS, INC., FOR SERVICES RELATING TO THE TREATMENT OF HONEYSUCKLE IN THE BIRD SANCTUARY**
- XIII. Public Comment
- XIV. Motion to Adjourn

Tabled Items: None

Upon motion duly made and approved, the Board may go into closed session, at any time, for any of the reasons specified in Section 610.021 RSMo and stated in the motion, including, but not limited to: discussion of litigation, legal matters or confidential communications with the City Attorney (Section 610.021 (1) RSMo); discussion of personnel matters (Section 610.021 (3) and/or (13) RSMo)

BILL NO. \_\_\_\_\_

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

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY AND NATIVE LANDSCAPE SOLUTIONS, INC., FOR SERVICES RELATING TO THE TREATMENT OF HONEYSUCKLE IN THE BIRD SANCTUARY

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

**Section 1.** The Board hereby approves an agreement between the City and Native Landscape Solutions, Inc., for services relating to the treatment of honeysuckle in the Bird Sanctuary. The agreement shall be substantially the same in form and content as the contract attached hereto as Exhibit A.

**Section 2.** The Board hereby authorizes the Mayor to execute the agreement on behalf of the City.

**Section 3.** The Board anticipates that grant funds will cover the costs of the work within the Bird Sanctuary. However, additional work may be required as described in Section 3 of the attached agreement. Therefore, the Board hereby appropriates the sum of seven hundred sixty five dollars (\$765.00) for chemical treatment outside the boundaries of the Bird Sanctuary as such may be requested by the City. In the event that such treatment is necessary on a wider area, the issue must come back before the Board for further appropriation.

**Section 4.** 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 BELLERIVE ACRES, MISSOURI, ON THIS \_\_\_\_\_ DAY OF OCTOBER, 2017.

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
City Clerk

APPROVED BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF OCTOBER, 2017.

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
City Clerk

## City of Bellerive Acres Agreement

THIS AGREEMENT made entered into this 26<sup>th</sup> day of October, 2017, by and between Native Landscape Solutions, Inc. of St. Louis, Missouri, hereafter referred to as the Contractor, and the City of Bellerive Acres, hereinafter referred to as the City.

BE IT MUTUALLY AGREED THAT:

1. **Work.** Contractor shall provide all tools, equipment, and personnel to perform work as specified in the attached Request for Proposal and made a part of this agreement; namely to:

Treatment of invasive species, particularly bush honeysuckle (*Lonicera Mackii*), on City's property commonly referred to as the Bird Sanctuary.

Contractor shall perform such work upon request of the City and in such areas designated by the City. City shall issue a written notice to exceed when City approves specific work.

2. **Payment.** The City shall pay to Contractor the amount of \$765.00 per acre or portion thereof, but, in no event, shall the total amount paid to Contractor exceed eight thousand four hundred fifteen dollars (\$8,415.00).

3. **Additional Work.** The City may also request that Contractor chemically treat honeysuckle plants beyond the boundaries of the Bird Sanctuary. Contractor shall only provide such additional treatment upon request of the City and in such areas designated by the City. In exchange for such additional work, City shall pay to Contractor the amount of \$765.00 per acre or portion thereof.

At the time of the execution of this Agreement, the City anticipates that less than an acre outside of the boundaries of the Bird Sanctuary will be treated.

4. **Term.** This contract shall be for the period October 25, 2017 thru December 31, 2017, or as further extended by the parties in writing.

5. **Appropriation Necessary.** The City of Bellerive Acres and the Contractor understand and agree that this contract shall not be binding upon the City unless and until appropriations have been made by the City if Bellerive Acres Board of Aldermen for payment on behalf of the City for the fiscal period embracing the initial period or any extended period as approved by the parties in writing.

6. **Indemnification / Insurance.** It is understood that the Contractor is an independent contractor and neither it nor its agents shall represent themselves as either employees or agents of the City. Further, the Contractor shall indemnify, protect and hold harmless City from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Contractor, its agents, servants or employees. Contractor shall maintain sufficient insurance which is deemed appropriate in Contractor's industry.

IN WITNESS WHEREOF, and in consideration of the respective undertakings herein set forth, the Contractor and the City agree to all provisions of this agreement and in testimony thereof the Contractor has executed this agreement by its duly authorized representative.

NATIVE LANDSCAPE SOLUTIONS, INC.

CITY OF BELLERIVE ACRES, MISSOURI

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature of City Representative

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEIN of SSN

\_\_\_\_\_  
Date