

**MINUTES OF THE OPEN MEETING OF THE BOARD  
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION  
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON  
JANUARY EIGHTH, TWO THOUSAND TWENTY-FOUR**

The Board of Directors for the Robertson Fire Protection District met in a regular open session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6:00pm on January 8, 2024. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director via Zoom  
Maggie Sieve, Secretary/Director  
Steve Field, Treasurer  
Dave Herman, Fire Chief  
Adam Long, Asst. Fire Chief  
Kenneth Hughes, Fire Marshal  
Bob Sievers, Medical Officer  
Paul Martin, District Attorney

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

**AGENDA**

Director Field made a motion to accept the agenda as presented, seconded by Director Guyton. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

**MINUTES**

Director Field made a motion to accept of the open and closed minutes of December 14, 2023, December 28, 2023, and January 4, 2024, seconded by Director Guyton. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

**ACCOUNTS PAYABLE**

Director Field made a motion to paying bills and invoices, seconded by Director Guyton. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

**PUBLIC**

No public comments.

**NEW BUSINESS**

Director Guyton discussed a letter of engagement from Schraeder Law Firm.

Director Field made a motion to approve the letter of engagement with Schraeder Law Firm, seconded by Director Guyton. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

### OLD BUSINESS

Director Guyton discussed snow removal bids. Suzette discussed the spreadsheet comparing the bids.

Director Field made a motion to accept the bid from B&B Tree & Landscape LLC pending the receipt of the contract for snow removal, seconded by Director Guyton. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

### FIRE MARSHAL'S REPORT

Fire Marshal Hughes gave a presentation of the new District website created by Weinacht Consulting Group. Terry from Weinacht gave a point presentation about the new RFPD website.

### ATTORNEY REPORT

Attorney Paul Martin discussed some things in closed session. Miner and Howell case. Miner case is going to federal court.

Director Field made a motion to hold a regular open meeting on January 22, 2024, at 6pm, at 12641 Missouri Bottom Road, Hazelwood, Missouri, seconded by Director Guyton. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

### CLOSED SESSION

Director Field made a motion to enter into closed session at 6:31pm for the following reasons:

1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION, ATTORNEY-CLIENT COMMUNICATIONS (610.021 (1)).
2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3)).
3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).

Seconded by Director Guyton. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REOPEN FROM CLOSE

Director Field motioned to adjourn the closed session and reconvene in Open Session at 6:57pm, seconded by Director Guyton. A roll call vote was taken.

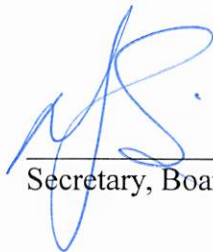
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

There was nothing to report from closed session.

ADJOURNMENT

Director Field made a motion to adjourn the meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Guyton-aye.

Meeting adjourned at 7:02pm

  
\_\_\_\_\_  
Secretary, Board of Directors

  
\_\_\_\_\_  
President, Board of Directors

ROBERTSON FIRE PROTECTION DISTRICT  
TENTATIVE AGENDA – OPEN BOARD MEETING JANUARY 8th, 2024–6:00 P.M.  
ROBERTSON ADMINISTRATIVE OFFICES - 12641 MISSOURI BOTTOM ROAD  
Zoom Link: <https://zoom.us/j/99802831246?pwd=ZDhtRncxbEZsUkNseUFhXcUtzNTZUUT09>

**This meeting is being held in person and on Zoom.**

1. CALL TO ORDER:
  - a. Pledge of Allegiance
2. AMENDMENT AND/OR ADOPTION OF AGENDA
3. APPROVAL OF MEETING MINUTES—December 14 & December 28, 2023, & January 4th, 2024 Meeting Minutes
4. ACCOUNTS PAYABLE
5. PUBLIC **Individuals who intended on speaking are required to sign in.**
6. NEW BUSINESS
  - a. Schraeder Law Firm Engagement letter to hire Ivan Schraeder
7. OLD BUSINESS
  - a. Snow Removal Bids-revisited
8. FIRE MARSHAL'S REPORT
  - a. Weinacht Consulting Group-presentation of new District website
9. ATTORNEY'S REPORT
  - a. Discussion of District litigation
10. Upcoming Meetings:      Regular Open Board Meeting—January 22, 2023  
   Closed Executive Session—TBD
11. THE ROBERTSON FIRE PROTECTION DISTRICT BOARD OF DIRECTORS WILL HOLD A CLOSED SESSION. THE CLOSED SESSION WILL BE HELD IN ACCORDANCE WITH RSMO 610.021:
  1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION (610.021 (1)).
  2. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).
  3. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3)).
12. ADJOURNMENT



The Robertson Fire Protection District Closed Executive Session scheduled for January 4<sup>th</sup>, 2024 at 5:00pm will be held in person and on Zoom.

Post January 4<sup>th</sup>, 2024 at 12pm by:

Dave Herman, Chief

Name, Title

Dave Herman

Signature

# Robertson Fire Protection District

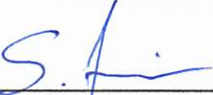
## Notice of Closed Meeting

Please take notice that the Board of Directors of the Robertson Fire Protection District shall hold a closed board meeting at 5:00 p.m. on January 4, 2024, at 12641 Missouri Bottom Rd, Hazelwood MO 63042.

The meeting will be held pursuant to Sections 610.021(1) and 610.021(9) the Revised Statutes of Missouri for the purposes of discussing district litigation and I.A.F.F Local 2665 labor negotiations.

  
\_\_\_\_\_  
Jennifer Guyton, President

1/3/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steve Field, Treasurer

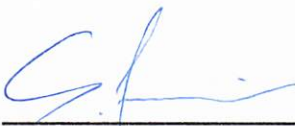
1/3/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maggie Sieve, Secretary

1/3/2024  
\_\_\_\_\_  
Date

Posted this 3rd day of January 2024 at 11:15 p./a.m. by:

Steve Field, Treasurer  
\_\_\_\_\_  
Name/Title

  
\_\_\_\_\_  
Signature

**MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD  
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION  
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON  
DECEMBER FOURTEENTH, TWO THOUSAND TWENTY-THREE**

The Board of Directors for the Robertson Fire Protection District met in a special session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6:04pm on December 14, 2023. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director  
Steve Field, Treasurer/Director  
Maggie Sieve, Secretary/Director  
Adam Long, Assistant Fire Chief  
Matt Hoffman, District Attorney

Representing the workers:  
John Duffy, IAFF 2665 representative  
Steve Fisher, Shop Steward  
Will Herman, Asst. Shop Steward

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

Director Field motioned to accept the agenda as presented, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

**NEW BUSINESS**

Director Guyton discusses the current negotiation schedule. Both parties have agreed to extend negotiations to June 30, 2024. There is an extensive amount of changes and discussions to be made.

The Board of Directors offered to extend the current CBA to December 31, 2024 while negotiations continue toward a new contract for 2025. In addition to the extension of the current CBA, the Board offered to give a 3.5% raise to be passed via resolution.

The Union requested a change in Article 63 from the current Article language.

The meeting was recessed at 6:34pm.

The meeting resumed at 6:45pm.

The Board offered to amend Article 63 per the Union's request. The Board pointed out that the official side agreement already lays out how the parties will proceed in the case of an impasse.



Shop Steward Fisher requested the Board review a proposal regarding a change in the economic situation in the District.

The Union will review the Board's proposals for Article 63 and the side agreement with their legal team.

Shop Steward Fisher requested a 5% raise for employees. The Board had offered a 3.5% raise. The Board will review the numbers for a 5% raise.

### OLD BUSINESS

Director Guyton discussed work sessions the shop may have with the Assistant Chief to address the policies and the MOU.

Director Guyton discussed the negotiation format moving forward. The Board proposed starting back at the beginning of the CBA.

The meeting recessed at 7:22pm.

The meeting resumed at 7:30pm.

The Board proposed the negotiation meetings should be broken up into public work sessions and formal negotiation sessions.

Both parties agreed to postpone scheduling the next negotiation meeting until January 2024.

### ADJOURNMENT

Director Field made a motion to adjourn this special open meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Meeting adjourned at 7:35pm.

  
\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
President, Board of Directors

**SCHRAEDER LAW FIRM**

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St. Louis, Missouri 63108

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ils@schraederlaw.com  
www.schraederlaw.com

Tel: 314.454.1500  
Fax: 314.454.0098  
Mob: 314.704.7933

December 27, 2023

**PRIVILEGED & CONFIDENTIAL**

Robertson Fire Protection District  
Board of Directors  
Attn: Chairperson Jennifer Guyton  
12641 Missouri Botton Road  
Hazelwood, Missouri 63042

**Re: Engagement Letter – Legal Services**

Dear Board Members:

We are honored that the Robertson Fire Protection District (hereafter “District”) requested Ivan L. Schraeder to provide a proposal for legal services related to labor relations, associated legal services, and any additional matters as assigned. This contract for legal services is within the authority of the District. If the terms of this proposal are agreeable, please adopt and execute accordingly and return to this office.

The Rules of Professional Conduct of the Supreme Court suggest that attorneys enter into written agreements with their clients regarding services to be provided and the payment of fees and expenses. We believe that it is also a sound practice to have written agreements with our clients regarding the scope of our legal representation, the duties of the client, discharge by the client or withdrawal by us, and the formal disclaimer of any guarantee of any particular result. This letter, when adopted by the District, properly executed and returned to us, will constitute the written agreement between the District and the law firm for the services of Ivan L. Schraeder.

**1. Scope of Legal Services to be Rendered**

The District has retained Ivan L. Schraeder to serve as special counsel to handle the assigned legal matters in conjunction with designated District officials.

Ivan L. Schraeder agrees to undertake the legal work requested by the District and to respond to appropriate District inquiries.

**2. District’s Responsibilities**

The District and its respective agents will provide information needed to carry out the assignment and will permit the District to assist in explaining the nuances of the District’s operations related to the matter, if necessary. The District will keep Ivan L. Schraeder informed of all developments related to the assigned matter.

The District shall designate a representative of the District to serve as the primary local liaison to Mr. Schraeder for assistance in assigned matter.

The District agrees to pay bills in a timely fashion based on work completed and submitted by monthly billing statement.

**3. Legal Fees and Billing Practices**

The firm will bill the District on a monthly basis for fees and expenses incurred in authorized representation. Mr. Schraeder will charge the District and it has agreed to pay a fee of \$350.00 per hour for his services as the matter now presents itself. The services of Mr. Schraeder's legal assistant, Maggie A. Fuhr, will be billed at a rate of \$125.00 per hour.

Monthly bills will detail legal services rendered on behalf of the District including, but not limited to, review and draft of documents, meetings and discussions with the designated District officials, research, conferences by telephone, and preparation of correspondence, but in such a manner that the attorney client privilege is not compromised. Mr. Schraeder will keep the District informed of progress in the assigned matters and respond to inquiries regarding the assigned matters.

**4. Costs and Expenses**

The District will reimburse the firm for all direct expenses incurred in representing it under this contract as these are billed as part of the monthly billing statement.

**5. Discharge or Withdrawal**

The District may discharge this firm and retain other counsel at any time. The firm may also withdraw with the consent of the District or for good cause. When services conclude, whether by discharge or by withdrawal, all unpaid fees and expenses to that time will immediately become due and payable by the District. The firm will work with any successor counsel to provide a smooth transition, but all work product generated or obtained by the firm remains the property of the firm.

**6. Formal Disclaimer of Guarantee**

Nothing in this letter and nothing in the firm's communications with the District may be construed as a promise or guarantee concerning the disposition of any matter referred to it for handling.

**7. Effective Date & Term**

This agreement shall become binding upon the parties only upon receipt of a copy of this letter executed by the parties accompanied by notice of proper authorization of the District to engage services with Mr. Schraeder. The effective date of the agreement shall be retroactive to the date upon which the firm first performed legal services for the District. The date of this letter is for reference purposes only. An executed, electronic copy of this document constitutes an original.

We appreciate the opportunity to represent the District.

Sincerely,

Ivan L. Schraeder

Authorized by appropriate action of the Robertson Fire Protection District and

ACCEPTED BY:

\_\_\_\_\_  
Chairperson  
Robertson Fire Protection District

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Board Secretary  
Robertson Fire Protection District

\_\_\_\_\_  
Date



**B&B Tree & Landscapes, LLC**

210 Hartford Glen Court

Wentzville, MO 63385

Office: 636.312.0919 Fax: 800.868.6030

Cell: 314.249.3519

E-mail: Office@bbtreeandlandscaping.com

**Snow Removal Contract 2023 -2024**

**Customer Name: Robertson Fire Protection District (#1)**

**Date: 12/22/2023**

**Job Address: 12641 Missouri Bottom Road, Hazelwood, MO 63042**

**Billing Address:**

**Contact Name: Jennifer Guyton**

**Phone: 636-352-8094**

**Email: jguyton@rfpd.org**

**General**

This snow removal contract is effective as of 11/01/2023 and will expire on 06/30/2024. This contract is by and between B&B Tree & Landscapes, LLC hereafter referred to as the contractor, and Robertson Fire Protection District, hereafter referred to as the customer.

**Scope of Work**

The contractor shall furnish labor and equipment to service the following areas:

- Parking Lot Entirely

**Pricing**

**Snow Removal – Excluding sidewalks/shoveling**

Invoices shall be estimated on a time-and-materials basis, calculated based on the hourly rates and equipment fees in this snow plow pricing table:

1" – 3" = \$150.00	3.1" – 6" = \$250.00
6.1" – 9" = \$350.00	9.1" – 12" = \$450.00
12.1" and above will be charged the 9.1" – 12" rate plus the applicable accumulation charge. Ex. 15" accumulation = 9.1" – 12" rate at \$450.00 + 1" – 3" rate at \$150.00 = \$600.00 for 15" accumulation	
Rate per Truck/Equipment = \$150.00 per hour	

**\*\*\*Measurements are based on measurements reported through <https://certifiedsnowfalltotals.com/> for the area; no measurements are taken by B&B Tree and Landscapes, LLC.**

Customer would like snow removal services to start at an accumulation of        inches.

Quoted rates do not include front end loader services unless specifically stated. If customer wishes to "move" snow from one area to another, the rate of \$150.00 per hour per truck/equipment listed above will apply.

Customer Initials

**Snow Removal from Sidewalks/Walkways**

If Customer wishes to have sidewalks treated for snow removal and for non-corrosive ice melt to be applied as a pretreatment before each storm and after each snow fall or freezing rain, please initial the appropriate line. The amount of salt or non-corrosive ice melt will be applied as needed at the Contractors discretion.

- Removal of snow from sidewalks and/or walkways listed in the scope of work section will be an additional cost of \$60.00 *per visit*. This price is for the removal of snow to the sidewalks only.

- Application of non-corrosive ice melt to sidewalks listed in the scope of work will be an addition cost of \$60.00 *per visit*. This price is for the application of the non-corrosive ice melt to the sidewalks/walkways only.

- No treatment for snow removal to sidewalks and walkways on the property.

\*Sidewalk snow removal is not part of quoted rates on page 1.

\*Please initial the services to be completed above.

**Salt Application to the Parking Lot Area(s)**

- Salt will be applied to areas listed in scope of work at an additional charge of \$150.00 per application.

- No salt applications to be applied to the parking lot area(s)

\*Please initial the services to be completed above.

**Misc.**

The prices listed above will be applied to the accumulation from a single storm. After a period of 24 hours with no rain, ice or snow fall, the contractor deems the storm complete. After the 24-hour weather free period, any rain, ice or snow will be considered a new storm and pricing will start new from the 1" – 3" pricing in the table above.

**Payment**

The contractor shall provide the customer an invoice with a **terms of Net 30 days** within two business days after services are rendered and storm has ended. Any unpaid balances will be assessed a late charge at the rate of one and one-half (1 ½) percent per month on any unpaid balance. Customer understands and accepts that delays in payments made to the contractor may result in legal action to collect monies owed to the contractor. Services will be stopped after 60 days of nonpayment and will only be reinstated when balance is paid in full. Customer understands it will be liable for the cost of such legal action, including without limitation, attorney fees, costs, and expenses of suit.

**Performance**

If customer wishes to skip or delay services, they must contact the contractor by phone and e-mail no later than 24 hours before expected snow or ice fall. If customer who previously cancelled services wishes to reinstate services after a storm begins, the customer will become a "will call" and only be serviced at the end of the storm, if conditions are safe for crews to work. Cancellations requested by the customer to the contractor on site will result in a charge of \$150.00. If no contact is made by phone and e-mail, services will continue as stated on this contract.

Pretreatment of salt and non-corrosive ice melt will be completed before storm begins if customer has chosen to receive salting services from the contractor.

**Performance Continued**

Failure to apply salt or non-corrosive ice melt may result in unusually slippery conditions which may cause injury to persons or property. If customer chooses not to apply salt or a non-corrosive ice melt, the contractor will not be held responsible for any injuries or property damage occurring after snow removal services.

**Drifting**

Drifted snow in excess of six (6) inches will be a plowed at the additional charge of \$150.00 per truck hour. The customer understands that drifted snow may necessitate plowing of their location, regardless of the total snow fall at that location.

**Insurance, Liability and Damages**

The contractor agrees to maintain an active commercial liability insurance policy for the duration of this snow removal contract. A copy of this insurance policy shall be made available to the customer upon request. The customer agrees to indemnify and hold the contractor harmless against any and all claims of loss or damage save for cases of willful misconduct or gross negligence by the Contractor, their employees, their approved subcontractors.

Reports of damages to real or personal property must be reported to the contractor within forty-eight (48) hours of treatment and/or services. Failure to report the damages constitutes a waiver and the contractor is released from liability and the customer will hold the contractor harmless from any liability.

The customer understands that plowing and/or salting of the location may not clear the area to "bare pavement," and that slippery conditions may continue to prevail even after plowing and/or salt/ice melt application. The customer understands that the contractor assumes no liability for this naturally occurring condition. The customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

If sidewalk removal option is selected, the customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. The customer understands the contractor reserves the right to stop working in these severe conditions to avoid forcing unsafe working conditions upon their employees.

**Miscellaneous**

The customer acknowledges that the contractor cannot be reasonably expected to completely prevent snow or ice buildup on the customer's property. Furthermore, the customer agrees not to hold the contractor in breach of this snow removal contract should circumstances outside of their control, such as extreme weather or national disasters, preventing them from conducting ice or snow removal services.

This contract shall be binding on and inure to the benefit of the respective heirs, executives, administrators and assigns and personal representatives of the parties.

This contract may be canceled by the customer or the contractor by giving thirty (30) days advance written notice to the other party. Delinquent payments will be due immediately.

This written agreement supersedes all previous agreements and any verbal commitments made prior to the date of this agreement.

B&B Tree & Landscapes Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*CONTRACT MUST BE SIGNED BEFORE WORK WILL BE COMPLETED. Handwritten changes will not be accepted. \*\*\*\*



**B&B Tree & Landscapes, LLC**  
 210 Hartford Glen Court  
 Wentzville, MO 63385  
 Office: 636.312.0919 Fax: 800.868.6030  
 Cell: 314.249.3519  
 E-mail: Office@bbtreeandlandscaping.com

## Snow Removal Contract 2023 -2024

**Customer Name: Robertson Fire Protection District (#2)**

**Date: 12/22/2023**

**Job Address: 3820 Taussig Rd, Bridgeton, MO 63044**

**Billing Address:**

**Contact Name: Jennifer Guyton**

**Phone: 636-352-8094**

**Email: jguyton@rfpd.org**

### General

This snow removal contract is effective as of 11/01/2023 and will expire on 06/30/2024. This contract is by and between B&B Tree & Landscapes, LLC hereafter referred to as the contractor, and Robertson Fire Protection District, hereafter referred to as the customer.

### Scope of Work

The contractor shall furnish labor and equipment to service the following areas:

- Parking Lot Entirely

### Pricing

#### Snow Removal – Excluding sidewalks/shoveling

Invoices shall be estimated on a time-and-materials basis, calculated based on the hourly rates and equipment fees in this snow plow pricing table:

1" – 3" = \$200.00	3.1" – 6" = \$300.00
6.1" – 9" = \$400.00	9.1" – 12" = \$500.00
12.1" and above will be charged the 9.1" – 12" rate plus the applicable accumulation charge. Ex. 15" accumulation = 9.1" – 12" rate at \$500.00 + 1" – 3" rate at \$200.00 = \$700.00 for 15" accumulation	
Rate per Truck/Equipment = \$150.00 per hour	

**\*\*\*Measurements are based on measurements reported through <https://certifiedsnowfalltotals.com/> for the area; no measurements are taken by B&B Tree and Landscapes, LLC.**

Customer would like snow removal services to start at an accumulation of        inches.

Quoted rates do not include front end loader services unless specifically stated. If customer wishes to "move" snow from one area to another, the rate of \$150.00 per hour per truck/equipment listed above will apply.

Customer Initials



**Snow Removal from Sidewalks/Walkways**

If Customer wishes to have sidewalks treated for snow removal and for non-corrosive ice melt to be applied as a pretreatment before each storm and after each snow fall or freezing rain, please initial the appropriate line. The amount of salt or non-corrosive ice melt will be applied as needed at the Contractors discretion.

- Removal of snow from sidewalks and/or walkways listed in the scope of work section will be an additional cost of \$75.00 per visit. This price is for the removal of snow to the sidewalks only.

- Application of non-corrosive ice melt to sidewalks listed in the scope of work will be an addition cost of \$75.00 per visit. This price is for the application of the non-corrosive ice melt to the sidewalks/walkways only.

- No treatment for snow removal to sidewalks and walkways on the property.

\*Sidewalk snow removal is not part of quoted rates on page 1.

\*Please initial the services to be completed above.

**Salt Application to the Parking Lot Area(s)**

- Salt will be applied to areas listed in scope of work at an additional charge of \$200.00 per application.

- No salt applications to be applied to the parking lot area(s)

\*Please initial the services to be completed above.

**Misc.**

The prices listed above will be applied to the accumulation from a single storm. After a period of 24 hours with no rain, ice or snow fall, the contractor deems the storm complete. After the 24-hour weather free period, any rain, ice or snow will be considered a new storm and pricing will start new from the 1" – 3" pricing in the table above.

**Payment**

The contractor shall provide the customer an invoice with a **terms of Net 30 days** within two business days after services are rendered and storm has ended. Any unpaid balances will be assessed a late charge at the rate of one and one-half (1 ½) percent per month on any unpaid balance. Customer understands and accepts that delays in payments made to the contractor may result in legal action to collect monies owed to the contractor. Services will be stopped after 60 days of nonpayment and will only be reinstated when balance is paid in full. Customer understands it will be liable for the cost of such legal action, including without limitation, attorney fees, costs, and expenses of suit.

**Performance**

If customer wishes to skip or delay services, they must contact the contractor by phone and e-mail no later than 24 hours before expected snow or ice fall. If customer who previously cancelled services wishes to reinstate services after a storm begins, the customer will become a "will call" and only be serviced at the end of the storm, if conditions are safe for crews to work. Cancellations requested by the customer to the contractor on site will result in a charge of \$150.00. If no contact is made by phone and e-mail, services will continue as stated on this contract.

Pretreatment of salt and non-corrosive ice melt will be completed before storm begins if customer has chosen to receive salting services from the contractor.

Customer Initials

**Performance Continued**

Failure to apply salt or non-corrosive ice melt may result in unusually slippery conditions which may cause injury to persons or property. If customer chooses not to apply salt or a non-corrosive ice melt, the contractor will not be held responsible for any injuries or property damage occurring after snow removal services.

**Drifting**

Drifted snow in excess of six (6) inches will be a plowed at the additional charge of \$150.00 per truck hour. The customer understands that drifted snow may necessitate plowing of their location, regardless of the total snow fall at that location.

**Insurance, Liability and Damages**

The contractor agrees to maintain an active commercial liability insurance policy for the duration of this snow removal contract. A copy of this insurance policy shall be made available to the customer upon request. The customer agrees to indemnify and hold the contractor harmless against any and all claims of loss or damage save for cases of willful misconduct or gross negligence by the Contractor, their employees, their approved subcontractors.

Reports of damages to real or personal property must be reported to the contractor within forty-eight (48) hours of treatment and/or services. Failure to report the damages constitutes a waiver and the contractor is released from liability and the customer will hold the contractor harmless from any liability.

The customer understands that plowing and/or salting of the location may not clear the area to "bare pavement," and that slippery conditions may continue to prevail even after plowing and/or salt/ice melt application. The customer understands that the contractor assumes no liability for this naturally occurring condition. The customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

If sidewalk removal option is selected, the customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. The customer understands the contractor reserves the right to stop working in these severe conditions to avoid forcing unsafe working conditions upon their employees.

**Miscellaneous**

The customer acknowledges that the contractor cannot be reasonably expected to completely prevent snow or ice buildup on the customer's property. Furthermore, the customer agrees not to hold the contractor in breach of this snow removal contract should circumstances outside of their control, such as extreme weather or national disasters, preventing them from conducting ice or snow removal services.

This contract shall be binding on and inure to the benefit of the respective heirs, executives, administrators and assigns and personal representatives of the parties.

This contract may be canceled by the customer or the contractor by giving thirty (30) days advance written notice to the other party. Delinquent payments will be due immediately.

This written agreement supersedes all previous agreements and any verbal commitments made prior to the date of this agreement.

B&B Tree & Landscapes Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*CONTRACT MUST BE SIGNED BEFORE WORK WILL BE COMPLETED. Handwritten changes will not be accepted. \*\*\*\*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> American Advantage - Petersen & Associates, Inc 14785 W. National Ave.  New Berlin WI 53151		<b>CONTACT NAME:</b> Ryan Watry <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> ryan@arboriskinsurance.com		<b>FAX (A/C, No):</b>
<b>INSURED</b> B&B Tree and Landscapes, LLC 210 Hartford Glen Ct  Wentzville MO 63385		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Secura Insurance, A Mutual Company <b>INSURER B:</b> American Interstate Insurance Company Of Texas <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 22543 12228

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP3334166	11/20/2023	11/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3334167	11/20/2023	11/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			3334168	11/20/2023	11/20/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCMO3077932022	4/6/2023	4/6/2024	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Rented Equipment			CP3334166	11/20/2023	11/20/2024	Limit \$ 150,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Snow removal at 12641 Missouri Bottom Rd, Hazelwood MO 63042 & 3820 Tuassig Ave, Bridgeton MO 63044

### CERTIFICATE HOLDER CANCELLATION

Robertson Fire Protection	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Ryan Watry