

**AN ORDINANCE OF THE VILLAGE OF INNSBROOK, MISSOURI, AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN AGREEMENT WITH PEZZ, LLC FOR SNOW REMOVAL SERVICES.**

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF INNSBROOK, MISSOURI, AS FOLLOWS:**

**SECTION 1.** The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation of the Village of Innsbrook, Missouri.

**SECTION 2.** The Chairman of the Board of Trustees is hereby authorized and directed to execute an agreement with **Pezz, LLC**, relative to the terms and conditions in the contract provided as stated in this bill.

**SECTION 3.** This Ordinance shall be in full force and effect both from and after the date of its passage and approval by the Chairman and Board of Trustees.

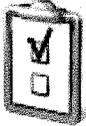
Said Bill was passed and approved this 15<sup>th</sup> day of January, 2026 by the Board of Trustees of the Village of Innsbrook, Missouri, after having been read by title or in full two times prior to passage.

  
Cynithia Bowers, Chairman  
Board of Trustees

ATTEST:

(seal)

  
Karen Denson  
Village Clerk



## Review your proposal

Review each line item. Then just click the accept button to confirm and set up service.

Review the proposal below. Uncheck any services that you do not want.



## Snow Agreement

636-698-5752 | Info@gopezz.com | www.gopezz.com

Pezz LLC hereby proposes to supply labor and equipment necessary to perform snow &/or salting services as outlined in this contract.

### Property

13600 State Hwy M, Innsbrook, MO 63390

### Parties

"Karen Denson" (Hereinafter referred to as Customer), and "Pezz LLC" (Hereinafter referred to as Contractor) for snow maintenance services at the above location(s) (Hereinafter referred to as Property)

In consideration of the mutual promises contained herein, Contractor agrees to perform the following work:

### Scope of Work

Pezz LLC hereby proposes to supply labor and equipment necessary to perform snow &/or salting services:

### General Conditions

1. Snow Plowing operations commence at the discretion of the Contractor as deemed necessary irrespective of time of day or day of week and including all holidays. If salting, or other melting agent, is included in this Agreement, operations are to commence within a reasonable time frame. Commencements of plowing operations are at the discretion of the Contractor, based upon snow accumulations at the Property. Customer understands that snow accumulations may vary throughout the St. Louis/ St. Charles area, and that accumulations in one section of St. Louis / St. Charles are not necessarily indicative of the accumulations at the Property. Customer maintains the responsibility for monitoring and inspecting premises.
2. The Customer understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands that the Contractor assumes no liability for this condition. The Customer is aware that weather conditions may change rapidly and without notice and that the Contractor assumes no liability for such changes in conditions.
3. It is understood that the Contractor is not responsible for incidental damages from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.
4. **INDEMNITY:** Customer agrees to save, hold harmless and defend Contractor, its officers, and all respective directors, officers, employees, agents, subsidiaries, divisions, affiliates, and successors from and against any and all losses or allegations (even if such losses or allegations may later be proven false, fraudulent, or groundless) where loss is caused, or incurred, or alleged to be caused or incurred, in whole or in part, as a result of the negligence, or other actionable or contributory fault of the Contractor, their respective employees, agents, and/or subcontractors regardless of whether a lawsuit has been

other liabilities of contractor, that of the contractor, their respective employees, agents, and/or subcontractors regardless of whether a lawsuit has been filed. "Loss" means any and all monetary or physical loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine, or otherwise (including attorney's fees and the cost of defense), in connection with any demand, claim, action, proceeding, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, or entity, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before, during, or after the completion of the services required hereunder. Customer agrees that all aspects of this section shall apply to all work accepted, attempted, or completed by Contractor.

5. Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment, and their operators.
6. The Customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement. Customer understands that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. If your pavement is defective, deteriorated, weakened, frost heaved, or was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Contractor is not responsible for any damages to pavement or curbs. Customer is responsible for all damage caused to and/or by hidden objects.
7. If sidewalk snow maintenance is selected as an option: The Customer understands that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below (0) zero degrees Fahrenheit. The Customer agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty), so as not to force unsafe conditions upon our employees.
8. Contractor will reserve a time slot just for you. Thus, Contractor expects payment for that time slot each time Contractor sends its trucks out to plow. If Contractor gets to your premises and it has already been cleared by someone other than Contractor, Contractor will still charge the initial accumulation price for that time slot.
9. This contract is being executed pursuant to and shall be construed in accordance with the laws of the state of Missouri.
10. This agreement is binding upon the parties hereto, their heirs, personal representatives, successors and assigns where assignment is permitted.
11. The parties agree that this agreement is the final expression of the agreement by and between the parties, and that all prior or contemporaneous oral agreements or statements made by either party have been merged into this contract and are contained herein in writing. This contract shall not be amended or modified except in writing signed by authorized representatives of both the Customer and Contractor.

### **Specifications**

1. The Customer must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. It is the Contractor's policy to stay a minimum of (2) two feet away from garage doors and all vehicles parked in the plowing area. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the plowing area. If the Contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at a prorated amount.
2. Drive lanes, front/main parking spaces, and entrances/exits will be plowed if traffic still exists on the lot, or it is still snowing after 2" of accumulation. Ex: A winter storm starting at 9:00 a.m. This is a pro-rated or separately charged service, that will be referred to as "Drive Lanes on invoices / estimates"
3. Contractor is not responsible for clearing spaces that contain vehicles, debris, dumpsters, etc.
4. Contractor shall apply anti-icing chemicals, as specified in this contract, to maintain passage conditions for vehicular & pedestrian traffic at Property.
5. Snow accumulation of less than 2" will be treated chemically unless the Contractor determines it necessary to plow. Icy conditions will be treated chemically.
6. The Contractor will not be held responsible for any damage to or caused by permeable pavers on the property. Contractor will be diligent to prevent damages, but uneven pavers are susceptible to damage. Contractor can repair damage for Customer at an additional charge for labor and materials.
7. Deicing chemicals are a corrosive material that can damage planting and pavement. Contractor is not responsible for damage caused by deicing chemicals.
8. Customer may install orange marker stakes along curb lines, parking curbs, pavement boundaries, etc. Contractor can install orange marker stakes upon request for an additional fee. Contractor will only be held responsible for damage to such items that have been marker by contractor.
9. Contractor is not responsible for snowbanks built up by MODOT plows or any other municipality/company AFTER service has been rendered, nor ice that forms caused by melting and refreezing after requested services were originally provided.

### **Pricing**

1. **Snow Excavation & and Removal, Hourly Prices:** The following services are available, if necessary, with a one-hour travel charge, and a minimum charge of four hours. This equipment will only be used after consulting with & receiving approval of Customer.
  - a. Skid Loader: \$175.00/hr.
  - b. Front End Loader (3 yd. bucket): \$250.00/hr.
  - c. Tandem Dump Truck: \$150.00/hr.
  - d. Labor with Shovels: \$75.00/hr.
  - e. Hand Chipping of Ice: \$75.00/hr.
2. Snow/Ice maintenance on holidays may be charged at a 20% premium. Holidays include: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter.
3. **Regular Service Pricing will be as follows:**

**Estimate Number: 5137**  
**Estimate Valid Until: 12/3/2025**

<b>Service Name</b>	<b>Estimate Description</b>	<b>Rate</b>
<input checked="" type="checkbox"/> Pretreat Contracted Area	Pretreat: application of de-icing agent to parking lot.	95.00
<input checked="" type="checkbox"/> De-Ice Contracted Area	Application of de-icing agent to parking lot. Multiple applications might be needed to keep location safe.	95.00
<input checked="" type="checkbox"/> Pretreat Sidewalk	Pretreat: application of de-icing agent onto sidewalks.	65.00
<input checked="" type="checkbox"/> De-Ice Application Sidewalk	Application of de-icing agent onto sidewalks.	65.00
<input checked="" type="checkbox"/> Plow Contracted Area	Plow lot and shovel sidewalks 0-3"	160.00
<input checked="" type="checkbox"/> Plow Contracted Area	Plow lot and shovel sidewalks 3-6"	240.00
<input checked="" type="checkbox"/> Plow Contracted Area	Plow lot and shovel sidewalks 6-9"	320.00

### **Payment Terms**

1. Service is effective between the months of November-April.
2. Terms are Net 30 with a 5% charge per month (60% per annum) on all balances 10 days past due. Customer agrees to pay all costs associated with

collecting past due balances including, but not limited to, any and all attorney's or collection agency's fees.

**3. Term of contract is for one season (year) starting 11/3/2025.**

4. If Customer has failed to pay for Contractor's services in a timely manner as described in this Agreement, Contractor reserves the right to refuse to perform snow and/or salting services until any past due balances are paid in full.

5. Contractor reserves the right to increase pricing in the event that there is a salt shortage or in the event that fuel prices inflate beyond \$4.00/gallon.

**Cancellation**

1. A fee of \$100 per location, per contracted month will be applied if the contract is terminated before completion.

2. **Due to the increased high demand of our snow plowing service, this Agreement may be withdrawn by Contractor if not accepted within 30 days, or, if Contractor's plowing schedule is filled before being received from Customer.**

**Severability**

1. All agreements and covenants herein contained are severable, and in the event any of them shall be held to be invalid or unenforceable by any court of competent jurisdiction, this Agreement shall continue in full force and effect and shall be interpreted as if such invalid agreement or covenant were not contained herein.

**Governing Law**

1. This Agreement is being executed pursuant to and shall be construed in accordance with the laws of the state of Missouri.

**Final Expression and Incorporation**

1. The parties agree this Agreement is the final expression of the agreement by and between the parties and that all prior or contemporaneous oral agreements or statements made by either party have been merged into this Agreement and are contained herein in writing. This Agreement shall not be amended or modified except in writing signed by authorized representatives of both Customer and Contractor.

2. Customer has read and understood, and Customer agrees to all the terms and conditions contained in this Agreement. If signed by a corporate officer, partner, or fiduciary on behalf of a corporation, Customer has certified that they have the authority to execute the power of attorney. The undersigned certifies that he or she is the responsible Customer employee or agent who is authorized to endorse this Agreement. The above specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that the above work is not provided for in any other agreement, and no contractual rights arise until this proposal is accepted in writing.

**Arbitration**

1. Customer agrees that any dispute, controversy, or claim arising out of or relating in any way to the services provided by Contractor, their employees, agents, and/or servants, including without limitation any dispute concerning the negligence, breach of contract, breach of implied contract, breach of implied or express warranties, or the construction, validity, interpretation, enforceability, or breach of this Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. The number of arbiters shall be three. Each party will choose one arbiter and the two arbiters chosen will choose the third arbiter. Any arbitrator who is chosen will not be deemed qualified under this agreement, will be immediately disqualified, and cannot serve as an arbitrator if the chosen arbitrator has ever had any involvement as an attorney who has represented anyone who has filed suit against Contractor, their employees, agents, and/or servants or acted as an expert in a lawsuit against Contractor, their employees, agents, and/or servants. If a chosen arbitrator is disqualified and cannot serve, Customer will have an opportunity to replace the disqualified arbitrator with a qualified arbitrator. The arbitration decision shall be made by a majority vote (at least two out of three) of the three arbitrators. The place of the arbitration shall be St. Louis, Missouri and Missouri law shall apply. In the event of a claim arising out of or relating in any way to the services provided by Contractor, their employees, agents, and/or servants and/or related to this Arbitration Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

2. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER AND CONTRACTOR ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT, NEITHER THE CUSTOMER NOR CONTRACTOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**Customer Information**

Customer Name: Karen Denson

Service Address: 13600 State Hwy M, Innsbrook, MO 63390

Contact Email: admin@villageofinnsbrook.org

Contact Phone Number: 636-745-8844

Billing Address: 13600 State Hwy M, Innsbrook, MO 63390

Billing Email: (Same as Contact Email if not otherwise specified)

Billing Preference: (Invoices will be emailed unless otherwise specified)

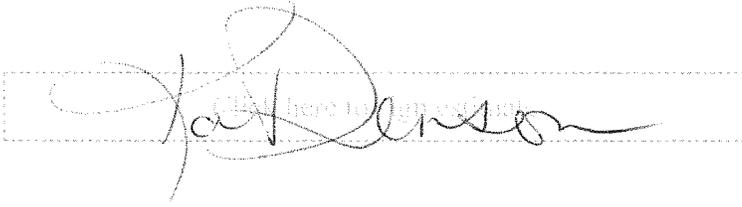
***THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.***

***Acceptance of Proposal:*** *The Customer has read and understood, and the customer agrees to all the terms and conditions contained in this Agreement. If signed by a corporate officer, partner, or fiduciary on behalf of a corporation, the Customer has certified that they have the authority to execute the power of attorney. The undersigned certifies that he or she is the responsible Customer employee or agent who is authorized to endorse this Agreement. The above specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that the above work is not provided for in any other agreement, and no contractual rights arise until this proposal is accepted in writing.*

**Signature**

Based on your selections your Subtotal is: 0.00

Tell us why you selected us



Thank you for using our online account management solution! If you have any questions or concerns you may contact us by email by [clicking here](#)

**About your proposal:**  
636-698-5752

## ADDENDUM TO SNOW AGREEMENT

This ADDENDUM TO SNOW AGREEMENT is to be attached to the Snow Agreement, provided to the Village of Innsbrook, Missouri, on December 22, 2025, by Pezz LLC, bearing Estimate No. 5137 (the "December 22 Agreement"), and incorporated therein as though fully set forth.

If not otherwise expressly mentioned herein, the provisions of the December 22 Agreement are hereby ratified and approved and shall remain the same as presented therein. The parties agree to the following alterations to the December 22 Agreement. To the extent there is a conflict between the terms of this ADDENDUM TO SNOW AGREEMENT and the December 22 Agreement, the terms of this ADDENDUM TO SNOW AGREEMENT shall control.

1. The portion of the Snow Agreement referencing "Karen Denson" under the bolded and underlined title "**Parties**" shall be deleted and replaced with the following: "The Village of Innsbrook, Missouri, a Village incorporated under the laws of the State of Missouri ("Customer"), and Pezz LLC ("Contractor") for snow maintenance services at the above locations(s) ("Property")."
2. Section 3 of the Snow Agreement under the bolded and underlined title "**General Conditions**" shall be deleted and replaced with the following: "It is understood that Contractor is not responsible for incidental damages from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles. Notwithstanding the foregoing, Contractor shall, upon execution of this Agreement, visit the Property during a non-snow event and survey the same to inventory the various ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, and concrete areas to mitigate the chance of causing such damage."
3. Section 4 of the Snow Agreement under the bolded and underlined title "**General Conditions**" shall be deleted and replaced with the following: "Customer, as permitted by law and without waiving sovereign immunity, agrees to indemnify, defend, and hold harmless Contractor, together with its directors, officers, employees, agents, subsidiaries, divisions, affiliates, and successors, from and against any and all losses arising out of or resulting from the negligence or other actionable fault of Customer or Customer's employees, agents, or contractors, in connection with the performance of this Agreement. "Loss" means any monetary or physical loss, damage, liability, or expense, including judgments, settlements, penalties, fines, attorneys' fees, and defense costs, arising from any claim or proceeding for bodily injury (including death) or damage to or loss of property."
4. Section 5 of the Snow Agreement under the bolded and underlined title "**Payment Terms**" shall be deleted and replaced with the following: "Contractor reserves the right to increase pricing in the event that there is a salt shortage or in the event that fuel prices inflate beyond \$4.00/gallon. Notwithstanding the foregoing, Contractor shall only increase the Agreement pricing commensurate with the increased cost of salt or fuel, and must provide Customer all supporting documentation evidencing the need for the price increase with any invoice

that includes increased pricing. The Agreement pricing shall be reduced once the cause for the increase no longer applies.”

5. Section 1 of the Snow Agreement under the bolded and underlined titled “**Cancellation**” shall be deleted and replaced with the following: “Customer and Contractor are authorized to terminate this Agreement at any time. A fee of \$100 per location, per month remaining on the contract, will be due to Contractor from Customer if the contract is terminated by Customer before completion.”
  
6. Section 1 of the Snow Agreement under the bolded and underlined title “**Final Expression and Incorporation**” shall be deleted and replaced with the following: “The parties agree this Agreement, and the Addendum to Snow Agreement (both referred to herein as “Agreement”) constitutes the final expression of the agreement by and between the parties and that all prior or contemporaneous oral agreements or statements made by either party have been merged into this Agreement and are contained herein in writing. This Agreement shall not be amended or modified except in writing signed by authorized representatives of both Customer and Contractor.”
  
7. The “Customer Name” reference under the bolded and underlined title “**Customer Information**” shall be deleted and replaced with “Customer Primary Contact.”

Customer:

Contractor:

Village of Innsbrook, Missouri

Pezz LLC

By: Cynthia Bowers

By: \_\_\_\_\_

Name: Cynthia Bowers

Name: \_\_\_\_\_

Title: Chairman

Title: \_\_\_\_\_

Date: 1-15-20

Date: \_\_\_\_\_