

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

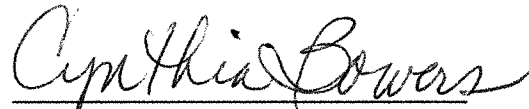
**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF INNSBROOK, MISSOURI, AS FOLLOWS:**

**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 19<sup>th</sup> day of February, 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.



Cynthia Bowers, Chairman  
Board of Trustees

ATTEST:



Karen Denson  
Village Clerk

(seal)



# Service Agreement

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

This Service Agreement is made and entered into this 12<sup>th</sup> day of January, 2026, by and between Villages of Innsbrook, hereinafter "Customer" and Pezz, LLC, hereinafter "Contractor". Customer seeks to contract with Contractor to provide services as more fully described herein. The services chosen by Customer in Section 1 of this Agreement designates the services governed by this Agreement.

Whereas, Customer and Contractor agree to the terms and conditions set forth in this Agreement.

## Services Chosen (I)

Services	Price Per Service (Rate)	Quantity	Annual Price	Monthly Price (7 Installments)
Mowing, Trimming, Edging, Blowing	\$66.00	30	\$1,980.00	\$282.86
Turf Fertilization	\$99.25	6	\$595.50	\$85.07
Bed Maintenance				
Hard Surface Spray				
Plant/Shrub Care				
Plant/Shrub Fertilization				
Mulching				
Spring & Fall Clean-Up				
Monthly Installment Pricing (over 7 months)				\$367.93/month

\* Any additional services requested will be billed in addition to the pricing in the Service Schedule above.

\*\* See Section II of this Agreement for an explanation of scope of work of services

\*\*\* Service charge maybe applied to services requested outside of normal service times.

## Scope Of Work – Description of Services (II)

This section outlines the maintenance services that are available with Pezz. Only the services explicitly priced in the Service Schedule are to be completed, if additional services are requested this contract will outline the terms of those services but additional costs will apply. Services that are priced in the monthly price column are the only services included in the monthly installment pricing. All other services will be billed in addition to the monthly installment price.

### **1. Mowing, Trimming, Edging, Blowing**

- a. All turf areas will be mowed and clippings, removed or mulched. Grass will be cut at a height of approximately 3.5 inches throughout the year but left slightly longer during the summer months for the turf to remain healthy during the stressful months.
- b. Trimming of lawn areas not accessible by mowers will be trimmed with line trimmers at each service visit or as needed unless otherwise noted.



- c. All lawn clippings and debris will be blown from sidewalks, patios, drives, landscape beds and other appropriate places on the service property after each service visit.
  - d. Parking lots hard surface maintenance is not included unless specifically noted in the Service Schedule.
- 2. Turf Fertilization**
- a. All turf areas will be fertilized as outlined in the Service Schedule.
  - b. There is a 4 or a 6 step Fertilization Schedule that can be requested by Customer at the onset of the contract.
  - c. Broadleaf weed control is included in the 6-step program.
  - d. Nutsedge and crabgrass will be billed separately.
  - e. Customer will be notified via lawn flags or door hangers when turf areas are fertilized. Recommendations will be given at that time.
- 3. Bed Maintenance**
- a. Beds will be kept free of weeds, debris, leaves, etc.
  - b. Beds can be raked when needed to maintain a clean appearance for an additional charge.
- 4. Hard Surface Spray**
- a. Curb lines where additional weeds may grow through will be trimmed/removed or sprayed throughout the year on an as needed basis. This service is typically charged at a per gallon rate.
- 5. Plant/Shrub Care**
- a. Plants will be pruned and trimmed throughout the year depending on the plant or shrub and the time of the year.
  - b. Deadwood will be removed immediately upon discovery.
  - c. Any plants or annuals that need to be cut to the ground will be done at the appropriate time.
  - d. Any plants that are dead or dying will be brought to Customer's attention immediately. Plants will be replaced at Customer's request and will be billed separately unless otherwise noted.
  - e. Contractor is not responsible for pruning of trees over 15 feet high.
- 6. Plant/Shrub Fertilization**
- a. Plants and shrubs will be fertilized with both granule and topical application throughout the year as needed. This service may be added for an additional cost by request.
  - b. Trees and shrubs will be sprayed for insect and disease control if requested by Customer at time of contract or may be added for an additional cost.
- 7. Mulching**
- a. Premium hardwood mulch will be installed in the spring, the standard depth is one inch unless otherwise requested and noted. Additional mulch applications in the fall may be requested at additional cost.
  - b. The standard mulch installed is a died black premium hardwood mulch. This is the default unless otherwise requested and noted.
- 8. Spring & Fall Clean-Up**
- a. In the spring, Contractor will rake, gather, and remove all leaves and debris from property. Spring Clean-Up is typically performed prior to the first mowing. Any grasses or perennials that remained over the winter season will be cut back.
  - b. In the fall, Contractor will gather and remove any accumulated yard debris. This service is typically performed prior to the last mowing of the season. This includes leaf removal.
  - c. Clean-ups are priced per man per hour unless quoted otherwise in this Agreement. This price does not include disposal fees which will be billed additionally.

**Payment Terms (III)**

- 1. Payment terms are net 30 days. Payments that are past due will accrue a \$25.00 late fee (and an additional \$25.00 for each additional month past due).
- 2. Customer agrees to pay invoices for the services selected for at least 12 months.



3. After the initial 12 months, this Agreement may be terminated by either party by giving thirty (30) days written notice to the other party.
4. If neither party terminates this Agreement, the duration of this Agreement automatically continues on a month-to-month basis after the initial 12-month term.
5. Early Termination Fee: If Customer chooses to terminate this Agreement prior to the end of the initial 12-month period, Customer agrees to provide sixty (60) days' notice and Customer agrees to pay an early termination fee of half the remaining contract. Customer agrees to pay full price for any services completed during the sixty (60) day notice time period.
6. Contractor reserves the right to revise the monthly fee after the first 12 months.
7. Contractor reserves the right to increase pricing in the event that fuel prices inflate beyond \$4.00/gallon.

#### **Default and Remedies (IV)**

1. Customer will be considered to be in default under this Agreement if: (a) a payment is more than 30 days late; (b) Customer fails to observe or perform any promise made by Customer in this Agreement; (c) any statement, representation or warranty Customer makes in this Agreement is reasonably determined to be false; (d) Customer becomes insolvent or any proceeding is instituted by or against Customer alleging that Customer is insolvent or bankrupt. If Customer is in default under this Agreement, Contractor may immediately terminate this Agreement without notice to Customer and exercise any and all remedies available to Contractor under this Agreement and applicable law.
2. If Customer is in default per the definition set forth in this section of this Agreement, Customer's account will instantly become inactive, and services of Contractor will cease until the account is made current.
3. Contractor holds the right to send Customer's account to collections, place a lien on Customer's property and/or utilize any other resources to attempt to collect a debt. Customer will be responsible for any collections and attorney fees associated with collecting a debt, as well as late fees that occur during that time.

#### **Circumstances Beyond Control of Contractor (V)**

1. The parties agree Contractor will not be responsible under any circumstance for damages caused by factors beyond Contractor's control, including but not limited to damages caused by vandalism, flooding, earthquakes, fire, disease, or insect infestation.
2. Customer agrees Contractor will not be responsible under any circumstance for damage to property or person caused by debris not placed on the property by Contractor, including but not limited to, any objects which are left in grass on the property serviced by Contractor.

#### **Warranties (VI)**

1. Contractor agrees to perform all services in a workmanlike manner and will not perform services or act in any way which is illegal or violates any state law. Contractor specifically and expressly disclaims any and all other warranties not stated herein, including but not limited to, any and all implied warranties, warranties of merchantability, and warranties of fitness on all services provided by Contractor and products supplied or used by Contractor.

#### **Insurance and Indemnity (VII)**

1. Contractor agrees to maintain licenses and insurance as required by the State of Missouri. All employees of Contractor are to be insureds of said commercial insurance. Proof of insurance (General Liability & Worker's Compensation) can be provided by Contractor at Customer's request.
2. 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 Customer, 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.

#### **Governing Law (VIII)**

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

#### **Representation and Severability (IX)**

1. Contractor Representations: Contractor agrees to perform all services in a workmanlike manner and will not perform services or act in any way which is illegal or violates any state law.
2. Customer Representations: Customer is the legal owner of the property address listed in this Agreement, or otherwise has authority to permit services upon the property. Customer represents that the requested services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements. Customer represents that Customer has the financial ability to pay Contractor for services rendered under this Agreement.
3. This Agreement is binding upon the parties hereto, their heirs, personal representatives, successors and assigns where assignment is permitted.
4. 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.

#### **Final Expression and Incorporation (X)**

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 (XI)**

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.

- 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	Confirm Information
Customer Name	Villages of Innsbrook	
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	admin@villageofinnsbrook.org	
Billing Preference	Email	

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

**Customer**

Print Name: Cynthia Bowers  
 Signature: Cynthia Bowers  
 Date: 2/23/26

**Contractor**

Print Name: Brooke Niederkorn  
 Signature: Brooke Niederkorn  
 Date: 1/12/2026

## ADDENDUM TO SERVICE AGREEMENT

This ADDENDUM TO SERVICE AGREEMENT is to be attached to the Service Agreement, provided to the Village of Innsbrook, Missouri, by Pezz LLC, related to mowing, trimming, edging, blowing and turf fertilization services (the "Mowing Agreement"), and incorporated therein as though fully set forth.

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

1. The portion of the Mowing Agreement containing the introductory clause shall be deleted and replaced with the following: "This Service Agreement is made and entered into as of the date of the last signature appended hereto, by and between Village of Innsbrook, Missouri, hereinafter "Customer," and Pezz LLC, hereinafter "Contractor," and such agreement shall have an effective date of March 1, 2026 (the "Effective Date"). Customer seeks to contract with Contractor to provide services at 13600 State Highway M, Innsbrook, Missouri 63390 (the "Property") as more fully described herein. The services chosen by Customer in Section 1 of this Agreement designate the services covered by this Agreement."
2. Subparagraph (a) of Subsection 1 of Section II of the Mowing Agreement shall be deleted and replaced with the following: "All turf areas located at the Property will be mowed and clippings removed or mulched. Grass will be cut at a height of approximately 3.5 inches throughout the year but left slightly longer during the summer months for the turf to remain healthy during the stressful months."
3. Subparagraph (b) of Subsection 2 of Section II of the Mowing Agreement shall be deleted and replaced with the following: "All turf areas at the Property will be fertilized as outlined in the Service Schedule."
4. Subsections 3, 4, 5, 6, 7, and 8 of Section II of the Mowing Agreement shall be deleted and have no effect. If Customer and Contractor desire to contract for the items listed therein at a later date, a written amendment or new agreement shall be required.
5. Subsection III of the Mowing Agreement shall be deleted and replaced with the following:

### Term and Payment (III)

1. Payment terms are net 30 days. Payments that are past due will accrue a \$25.00 late fee (and an additional \$25.00 for each additional month past due). Any delay in payment that can be attributed to Contractor shall not accrue any late fee as provided in this Section.

2. Customer agrees to pay invoices for the services beginning with the Effective Date and ending November 30, 2026 (the "Initial Growing Season"). The period between March 1 and November 30 of any given year shall generally be known as the "Growing Season."
  3. After the Initial Growing Season and each Renewal Growing Season, this Agreement may be terminated by either party by giving written notice of non-renewal thirty (30) days prior to the beginning of the next Growing Season. Notice to Customer may be sent to the email identified in the matrix on the final page. Notice to Contractor may be sent to the email identified on page one under the title "Service Agreement." A timely notice of non-renewal under this Subsection shall prevent automatic renewal for the next Growing Season and shall not result in any early termination fee.
  4. If neither party terminates this Agreement prior to the next Growing Season, the Agreement automatically renews for one additional Growing Season (each referred to as a "Renewal Growing Season"). The maximum possible number of all Growing Seasons (the Initial Growing Season and all Renewal Growing Seasons) shall be five (5) total, at which point the Agreement shall terminate.
  5. Early Termination Fee. If Customer chooses to terminate this Agreement during any Growing Season, Customer shall provide thirty (30) days' written notice and Customer shall pay: (a) all amounts due for services performed through the effective date of termination; and (b) an early termination fee equal to fifty percent (50%) of the remaining unpaid contract price for that Growing Season. No early termination fee shall apply if termination results from a material breach by Contractor.
  6. Prior to the start of any Renewal Growing Season, Contractor reserves the right to revise the monthly fee consistent with market conditions and shall provide Customer at least forty-five (45) days written notice thereof.
  7. During any Growing Season, Contractor reserves the right to increase pricing in the event that fuel prices inflate beyond \$4.00/gallon, as measured by the average fuel prices in Warren County, Missouri. Notwithstanding the foregoing, Contractor shall only increase the Agreement pricing commensurate with the increased cost of 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.
6. Subsection 2 of Section VII of the Mowing Agreement shall be deleted and replaced with the following: "Customer, as permitted by law and without waiving sovereign immunity, agrees to indemnify and hold harmless Contractor, together with its directors, officers, employees, agents, subsidiaries, divisions, affiliates, and successors, from and against any and all direct 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. Customer shall have no duty to defend, and shall have no obligation to indemnify Contractor for claims arising out of or resulting from the negligent acts or omissions of Contractor or its officers, employees, agents, or subcontractors. Contractor shall indemnify, defend, and hold harmless Customer and its officers, officials, employees, and agents from and against any and all third-party claims, demands, damages, losses, liabilities, and expenses, including reasonable attorney's fees and costs of defense, to the extent caused by the negligent acts or omissions of Contractor, its employees, agents,

or subcontractors, arising out of or relating to the performance of the Work under this Agreement. "Loss" means any direct 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. This Section applies only to Work performed under this Agreement."

7. Subsection 1 of Section X of the Mowing Agreement shall be deleted and replaced with the following: "The parties agree this Agreement, as amended by the Addendum to Service Agreement (collectively 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."

Customer:

Village of Innsbrook, Missouri

By: Cynthia Bowers

Name: Cynthia Bowers

Title: Chairman

Date: 2-29-26

Contractor:

Pezz LLC

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

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

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

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