

**AN ORDINANCE EXERCISING THE OPTION TO EXTEND THE  
CITY'S AGREEMENT WITH HENDEL LAWCARE, INC.  
FOR LEAF COLLECTION SERVICES**

WHEREAS, the City of Twin Oaks (the "City"), after an invitation for bids, entered an agreement with Hendel Lawncare, Inc. ("Hendel") for leaf collection services on September 17, 2014, (hereinafter referred to as the "Contract" and attached as **Exhibit 1** hereto and incorporated herein by reference); and

WHEREAS, the Contract provides for an option to extend the Contract for the fall seasons of 2017 and 2018 (the "Option") at a cost described in "Exhibit A" to the Contract; and

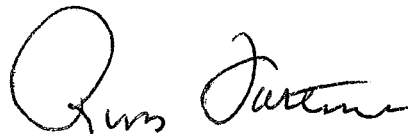
WHEREAS, the Board of Aldermen now desires to exercise the Contract's Option for the fall seasons of 2017 and 2018.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen does hereby exercise the Option of the Contract for the fall seasons of 2017 and 2018 as provided for in Section 2, "*Term of the Contract.*" The City Administrator shall notify Hendel by providing a copy of this ordinance exercising the option. The Board of Aldermen also hereby approves the rate for the fall seasons of 2017 and 2018 as provided Subsection 2 of "Exhibit A" to the Contract.

**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

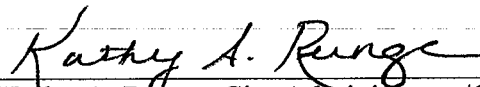
PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 20th DAY OF SEPTEMBER 2017.



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Russ Fortune, Mayor

Attest:



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Kathy A. Runge, City Administrator/Clerk

# Exhibit 1

## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2014, by and between the VILLAGE OF TWIN OAKS , an incorporated Missouri Municipality located in St. Louis County, Missouri (hereafter referred to as "Village") and Hendel Lawncare, Inc., a Missouri Corporation (hereinafter sometimes referred to as "Contractor").

WITNESSETH, THAT,

In consideration of the mutual undertakings more particularly described herein, the Village does employ contractor to perform services on its behalf, as follows:

1. **Scope of Work:** contractor is employed as an Independent Contractor to perform services in accordance with its bid incorporated herein as Exhibit "A".
2. **Term of Contract:** This contract shall begin on the 1<sup>st</sup> day of October, 2014 and shall terminate on the 30<sup>th</sup> day of September, 2016, unless renewed in writing by the parties; provided, however that either party may terminate this contract upon (90)-day written notice. Village may also exercise an option to continue the contract for two additional years (2017, 2018) at a cost described in paragraph 2 of Exhibit "A"
3. **Compensation:** Contractor shall be compensated at the rates and in the manner described in Exhibit "A".
4. **Insurance:** Contractor shall be solely responsible for providing and paying the premiums for all insurance coverage of its employees, whether mandated by Federal or State statute, collective bargaining agreement or other contract between Contractor and its employees. Contractor shall further name and maintain the Village of Twin Oaks, Missouri as an additional insured on its policy or policies of liability insurance and shall furnish proof of said coverage to the Village on or before the first date on which said Contractor performs services under this agreement. Such coverage shall be in amounts not less than:
  - A. Workmen's Compensation and Employers' Liability
    1. Workmen's Compensation  
(Including Occupational Disease)                     Statutory Limit
    2. Employer's Liability   Limit: \$500,000
  - B. Comprehensive General Public
    1. Personal Injury and Property                     \$1,000,000  
    Damage   Combined Single Limit
  - C. Comprehensive Automobile Liability  
(Including owned, non-owned, and hired units)

1. Personal Injury and Property Damage      \$1,000,000  
Combined Single Limit

Said insurance shall be written to protect Contractor against any liability to the Village or others, whether assumed by Contractor in this contract or otherwise, and to protect Contractor and Village against liability for injury or death to person or damage loss to property, whether of the Village or others, caused by or in any way arising out of Contractor's operations under this contract.

5. Liaison: The Village Clerk/Controller shall serve as liaison between the Contractor and the Village Board of Trustees. Day to day questions regarding work administration and contract interpretation may be addressed first to the Clerk/Controller; thereafter, to the Board of Trustees.
6. This Agreement shall be binding upon the parties, their representatives, successors and assigns.

SIGNED and SEALED on the day and year first about mentioned.

VILLAGE OF TWIN OAKS

By: Kathy A. Runge

Title: Village Clerk/Controller

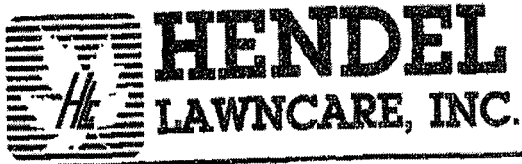
HENDEL LAWN CARE, INC.

By: Pat J. Hall

Title: V. Pres.

ATTEST:

Sharon Rathoff  
Assistant Village Clerk



# HENDEL LAWNCARE, INC.

7109 ROBBINS  
ST. LOUIS, MO 63133  
863-1420

September 17, 2014

To: Village of Twin Oaks  
1190 Meramec Station Rd.  
Twin Oaks, Mo 63021

Re: Bid for Curbside Leaf Vacuuming  
Fall of 2014, 2015, 2016 with option for 2017 and 2018

1. Price for Fall of 2014, 2015, 2016
  - a. For Five Passes.....\$9,200.00
  - b. For Additional Pass if Requested.....\$ 210.00 per vacuum hour, 3 hour minimum
2. Price for 2 option years of 2017 and 2018
  - a. For five passes.....\$9,700.00
  - c. For additional pass if requested.....\$210.00 per vacuum hour, 3 hour minimum
3. Fuel Surcharge  
The above prices are based on fuel prices up to \$4.50 per gallon. A fuel surcharge will be added in the event that prices rise above \$4.50 per gallon and will be billed 1.25 % of contract per \$0.25 per gallon of overage( \$4.51-\$4.75= 1.25% / \$4.76 - \$5.00=2.5% etc.....)
4. Option for Spring time pass or any other times  
\$210.00 per hour (3 hour min) (fuel charge applies) plus \$ 4.00 per cubic yard of leaf disposal
5. All dates may be changed due to weather.
6. Snow policy: Five passes are not guaranteed. In the event of an early snow before all five passes have been completed, only the remaining date(s) after the snow has melted will be used. If the snow does not melt in reasonable time for residents to get their leaves to the curb for the final pass a new final date will be set. If the snow falls during the final pass, only the areas that were not completed will be vacuumed and will be done as soon as the weather allows with no time for new leaves to be put out. Final date can be changed up to one week earlier to avoid snow. If all dates are not used the total bid amount will be billed since the volume of leaves has not changed, just the pick up dates.

Daniel J Hendel, VP  
Hendel Lawncare Inc.

Authorized signature  
Village of Twin Oaks

Exhibit "A"

"We Hendel Your Lawn With Care"