

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH MICHAEL HARVEY, D/B/A HARVEY'S  
SERVICE FOR MOWING SERVICES.**

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WHEREAS, the City of Twin Oaks and Michael Harvey, an individual, d/b/a Harvey's Service Inc., entered into a Contractor Service Agreement dated March 2, 2016 (the "Agreement") for certain grass mowing services (the "Agreement" incorporated herein by reference);

WHEREAS, per the terms of that Agreement, the parties renewed the agreement under the same terms and conditions and with costs as stated in the First Amendment to the Agreement dated April 3, 2019; and,

WHEREAS, the parties wish to amend the Agreement a second time to allow it to be extended for a period of three years and to modify and clarify the rates, areas to be mowed, and specific mowing instructions;

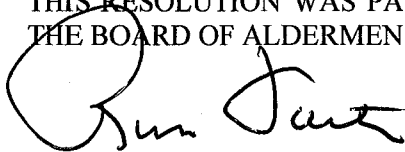
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF  
THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, the Second Amendment to Contractor Service Agreement with Michael Harvey (the "Second Amendment" substantially in the form of the attached hereto as Exhibit A and incorporated herein by reference.

**Section 2.** The Board of Aldermen incorporates by reference all findings and determinations set forth in the Recitals above.

**Section 3.** This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor

THIS RESOLUTION WAS PASSED AND APPROVED THE 6th DAY OF OCTOBER 2021, BY  
THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



\_\_\_\_\_  
Russ Fortune, Mayor

Attest:



\_\_\_\_\_  
Frank Johnson, City Clerk

**Exhibit 1**  
**Second Amendment to**  
**Contractor Services Agreement**

**Twin Oaks, Missouri**  
**SECOND AMENDMENT TO**  
**CONTRACTOR SERVICES CONTRACT**

**THIS AMENDED AGREEMENT**, made and effective as of \_\_\_\_\_, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and Michael Harvey, an individual, d/b/a Harvey's Service, Inc., with his office located at 224 Robin Hill Lane, Ballwin, MO 63021, hereinafter referred to as "Contractor."

**WHEREAS**, after the City put out a call for bids, the City and Contractor entered into an agreement dated March 2, 2016 for certain grass mowing services (the "Agreement");

**WHEREAS**, per the terms of that Agreement, the parties renewed the agreement under the same terms and conditions and with costs as stated in the First Amendment to the Agreement dated April 3, 2019;

**WHEREAS**, the parties wish to amend the Agreement a second time to allow it to be extended for a period of three years and to modify and clarify the rates, areas to be mowed and specific mowing instructions;

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

**I. SCOPE OF SERVICES**

Contractor's services are necessary for the following Project of City: *Grass mowing services*.

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the work which is particularly described as grass mowing services on various City properties as more specifically set forth in the attached Exhibit 1-4 incorporated herein.

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and the City of Twin Oaks Contractor/Professional Services Agreement General Conditions (attached as Exhibit A to the Agreement) that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any exhibit or bid package.

**II. COMPENSATION**

**A. Basic Compensation.** The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the Work.

- a sum not to exceed \$33,655.00 for the year of 2022,  
a sum not to exceed \$34,664.65 for the year of 2023, and  
a sum not to exceed \$35,704.59 for the year of 2024.

or (if above box is not checked):

- such amount as set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

**B. Additional Compensation.** Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

As approved in writing by the Board of Aldermen.

**III. TIME AND MANNER OF PAYMENTS**

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work.

**IV. CONTRACT SCHEDULE**

This Agreement is for an additional term of three (3) years (2022-24). Unless additional properties are added by a mutually agreeable written addendum approved by both parties, the Agreement as amended shall be performed at the price as stated in Section II above, the following properties shall be mowed in accordance with the terms and specifications shown in the attached Exhibits 1- 4.

At any time, by mutual, written agreement, the City may request Contractor to perform mowing services in addition to properties listed on Exhibits 1-4, in accordance with the terms and specifications and with costs stated in Exhibit A to the Agreement or the City may at any time reduce the number of properties that are listed on Exhibit 1-4 from Contractor's scope of services by written notice to Contractor or may terminate the Agreement as set forth in the Contractor/Professional Services Agreement General Conditions ("General Conditions") to the Agreement.

**V. ALL OTHER TERMS TO REMAIN IN EFFECT**

Except as expressly set forth in this Amendment, the Agreement, including the General Conditions, otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

**VI. COUNTERPARTS**

This Amendment may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the effective date of this Agreement first above written.

**HARVEY SERVICES, INC.**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

DATED: \_\_\_\_\_

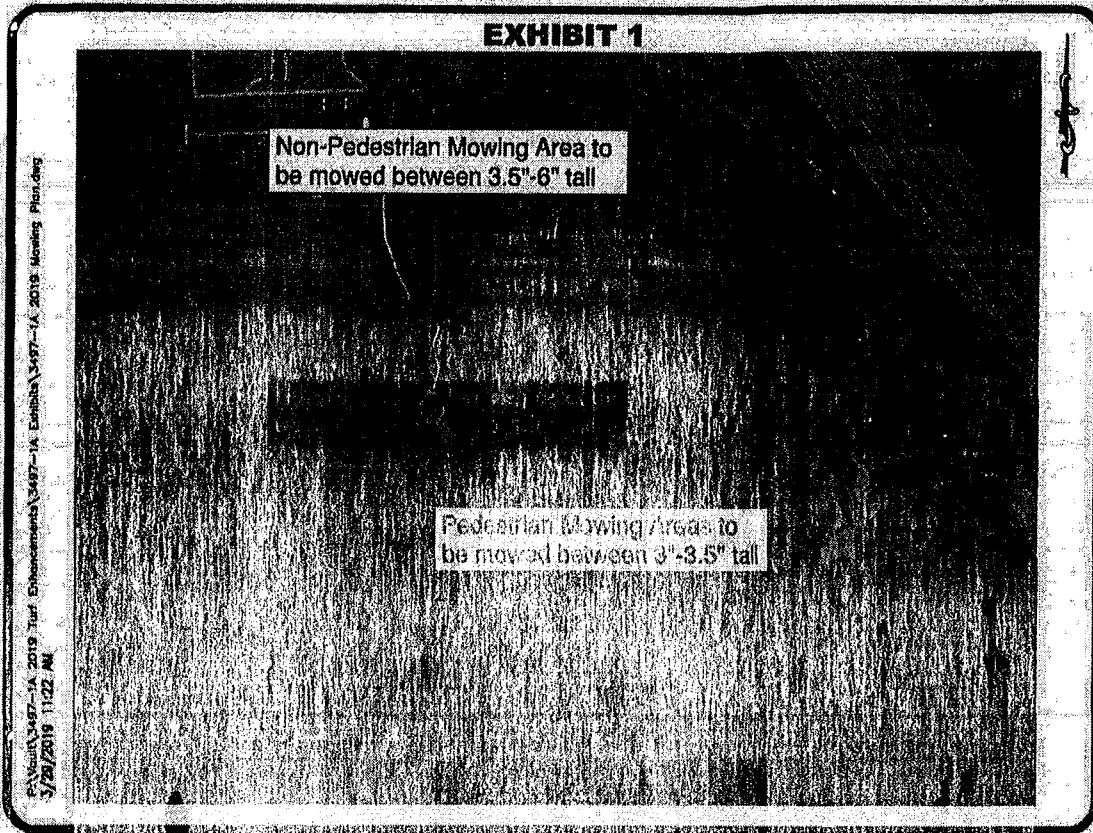
DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk/Administrator

**Exhibits 1-4**  
**Scope of Services**

**EXHIBIT 1**



# EXHIBIT 2

This area is not included and is to be mowed by Robot

Non-Pedestrian Areas to be mowed between 3.5"-6" Tall

Pedestrian Areas to be mowed between 3"-3.5" Tall

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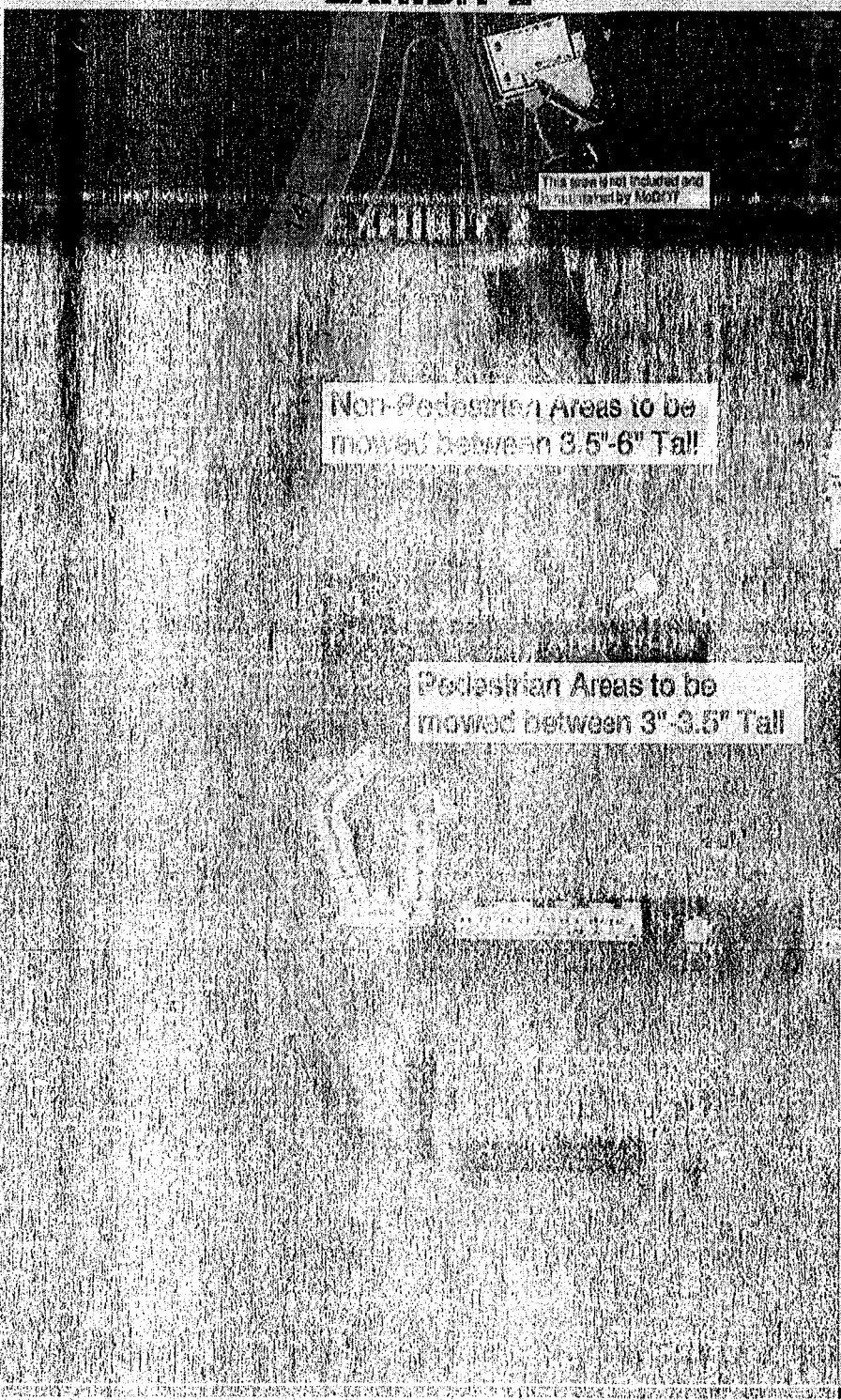
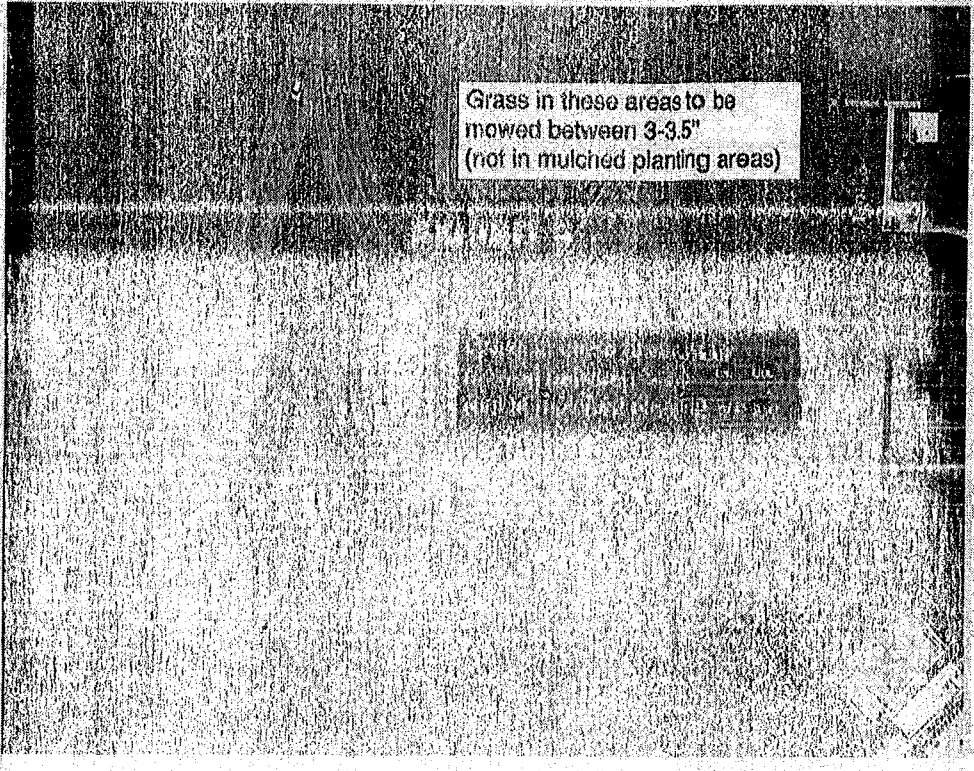


EXHIBIT 3

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Grass in these areas to be  
mowed between 3-3.5"  
(not in mulched planting areas)



**EXHIBIT 4**

Woodland Oaks  
cul-de-sac



Cul-de-sac to be mowed  
mowed by hand

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