

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
VIRTUAL MEETING  
WEDNESDAY, JANUARY 20, 2021, 7:00 p.m.**

To balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Aldermen will not be open to public attendance *in person* but shall be accessible by the public by telephone (audio only) or by using their tablet/laptop/pc (audio/video) at:

**Telephone:** (312) 626-6799

**Computer:** <https://us02web.zoom.us/j/5197276201?pwd=SHZXODU1cGtKOWJNSTFUUFRSQnY5Zz09>

**Webinar ID:** 519-727-6201

**Passcode:** 9YgwmB

In addition, the meeting will also be livestreamed on Facebook so that the public may watch and listen to the meeting virtually. The livestream of the meeting will be accessible by tablet/laptop/PC or mobile device at [www.facebook.com/twinoaksmo](http://www.facebook.com/twinoaksmo).

The Board apologizes for any inconvenience these requirements may pose but it is extremely important all measures in compliance with the orders issued by public health authorities be taken to protect employees, residents, and elected officials during these extraordinary times.

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, [fjohnson@cityoftwinoaks.com](mailto:fjohnson@cityoftwinoaks.com), by 6 p.m. on January 20, 2021, and their comments will be shared with the Board at the appropriate time. There is also an ability to comment during the videoconference meeting by opening the participants tab and clicking “raise hand” during the meeting when the Board reaches the “Citizen Comment” agenda items. The Agenda Packet for this meeting is available for viewing and download on the City’s Website – [www.cityoftwinoaks.com](http://www.cityoftwinoaks.com).

**Tentative Agenda**

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
  - a) Board of Aldermen Regular Session Minutes from January 6, 2021
  - b) Bills List from January 2 to January 15, 2021
  - c) Mastercard Credit Card List from November 16 to December 16, 2020
  - d) Visa Credit Card List from November 3 to November 30, 2020
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
  - a) Park Committee — Cindy Slama

- b) Financial Statements — Jeff Blume
- c) Semiannual Statement — Jeff Blume

7) PRELIMINARY CITIZEN COMMENTS

(Remarks shall be limited to three (3) minutes on any one subject unless time is extended by the Board)

8) NEW BUSINESS

- a) Bill No. 21-2: AN ORDINANCE AUTHORIZING THE CITY OF TWIN OAKS TO ENTER INTO AND EXECUTE A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF TWIN OAKS TO ENTER INTO ON BEHALF OF SAID CITY A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES.
- b) Resolution No. 21-1: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH DJM ECOLOGICAL SERVICES, INC. FOR CERTAIN SERVICES RELATED TO DRAINAGE SWALE REPAIR IN TWIN OAKS PARK.

9) DISCUSSION ITEMS

- a) Electrical Rewiring in the Park

10) ATTORNEY'S REPORT

11) CITY CLERK'S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

(Remarks shall be limited to three (3) minutes on any one subject unless time is extended by the Board)

14) ADJOURNMENT

Frank Johnson  
City Clerk

POSTED: Jan. 19, 2021, 10:30 a.m.

**Please note:** Any person requiring physical or verbal accommodations should contact the city office 12 hours prior to meeting at 636-225-7873. Copies of public records for this agenda are available for public inspection before and at the time of the meeting.

**MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF ALDERMEN OF TWIN OAKS,  
VIRTURAL MEETING  
ST. LOUIS COUNTY, MISSOURI  
WEDNESDAY, JANUARY 6, 2021**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:00 pm. Roll Call was taken:

Mayor: Russ Fortune – yea

Aldermen: April Milne – yea  
Dennis Whitmore – yea

Lisa Eisenhauer – yea  
Tim Stoeckl – yea

Also Present: Frank Johnson, City Clerk  
Paul Rost, City Attorney

Permanent records are kept of all minutes and ordinances. Each ordinance is read a minimum of two times by title, unless otherwise noted.

**APPROVAL OF THE AGENDA**

Mayor Fortune asked if there were any changes to the agenda. Hearing none, Alderman Whitmore motioned to approve the Agenda, seconded by Alderman Eisenhauer. The motion passed by a voice vote.

**APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked if there were any changes to the Consent Agenda consisting of the December 16, 2020 Regular Session Minutes, the December 16, 2020 Work Session Minutes, and the Bills List from December 12, 2020 to January 1, 2021. Alderman Milne had a question concerning invoices from Another Wild Goose Chase. Alderman Stoeckl motioned to approve the Consent Agenda seconded by Alderman Milne. The motion passed by voice vote of four yes, zero no.

**REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Police Report:** Officer John Wehner reviewed the December Police Report as well as the hours he logged on the bike for December and for the 2020 year. Discussion ensued on the crime statistics for the month. Officer Wehner also reported to the Board that there are repairs needed on the bike.

## NEW BUSINESS

### **Bill No. 21-1-An Ordinance Amending Chapter 205 Relating To Animal Regulations:**

First reading of Bill No. 21-11 was read. Attorney Rost gave an overview of the ordinance and highlighted the changes that were made. Discussion ensued. Mayor Fortune asked the Board if they would like to postpone voting on this ordinance to allow them time to review. The Board did not feel the need to delay. Mayor Fortune ask if there was any further discussion on Bill No. 21-1. The second reading of Bill No. 21-1 was read. Alderman Whitmore motioned to approve Bill No. 21-1, seconded by Alderman Eisenhauer and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 21-1 being duly passed becomes Ordinance No. 21-1.

## DISCUSSION ITEMS

**Reciprocal Recreation Agreement With City of Ballwin:** City Clerk Johnson reviewed the membership fees for the Ballwin Pointe, North Pointe Aquatic Center, and the Ballwin Golf Course. Membership fees are structured differently than Des Peres and Fenton, however Twin Oaks residents would still pay the resident rate for Ballwin residents and the City of Twin Oaks would pay the difference between resident and non-resident rates. Ballwin offers different membership levels to choose from. City Clerk Johnson recommended establishing a dollar amount budgeted for this and when that ceiling is reached that would be the limit of memberships for that year. Discussion ensued.

The Board liked that residents could pick what membership level would work best for their family. The Board was in agreements to set a budget amount for all reciprocal memberships which would include Des Peres, Fenton and Ballwin.

Alderman Milne motioned to have City Clerk Johnson contact Ballwin and work on an agreement for the City, seconded by Alderman Eisenhauer. The motion passed by a voice vote.

## ATTORNEY'S REPORT

Attorney Rost wished everyone a happy new year. He had nothing to report at this time.

## CITY CLERK'S REPORT

### **General Updates**

#### **City Newsletter**

- Staff has started working on creating a quarterly email newsletter. The newsletter will be sent using email marketing service Mailchimp with the goal of providing general updates and notices on City activities, projects and upcoming events.

- In addition, staff will also transition to using Mailchimp for sending out the news announcements from the website. In addition to the design features, Mailchimp has tools for analytics and list management not offered by CivicPlus.
- At this time, the City's email list is small enough that a paid account is not required.

### **Occupancy Permit Process and Fees**

- City staff informed the apartment management that starting Jan. 1, St. Louis County will perform occupancy inspections. Since changing the occupancy fees requires amending the zoning code, the changes will first go to the P&Z commission at their Jan. 26 meeting with a public hearing and board approval at the Feb. 6 meeting.

### **Arctic Cat Auction**

- The auction of the Arctic Cat via GovDeals was successful with the winner bidder coming in at \$5,051. The winning bidder picked up the vehicle on Dec. 31.

### **Dog Bite**

- The city has received a copy of the report from St. Louis Animal Control from the victim. Three citations were issued by the Animal Control Department to the owner of the property from where the aggressor dog escaped. The citations are for running loose, no tags and creating a nuisance.

### **Aldi's Development**

- The City received comments from BFA on Dec. 21, which were forwarded to the developer. Received developer response on Dec. 29. At this point, there are only a few outstanding issues that need to be readdressed by the developer and by BFA, then the P&Z public hearing will be scheduled.

### **Project Updates**

#### **Condo Curb Repairs**

- The City received one bid for the concrete curb work on Autumn Leaf in the amount of \$8,550 from Crowder Construction. Due to the cost, maintenance staff is working on securing two additional bids.

#### **Additional Signage for Crescent Road**

- John has purchased and received signs. Location has been marked and utility locates have been called in. Exact installation date will depend on the weather.

### **Park Paths Patching and Sealing**

- The City received bids from Topps Paving and Sealing for patching two sections (101 square yards total) for \$3,451 and for seal coating approximately 2,428 square yards for \$3,035.
- Contracts for the work have been sent to Topps for approval. Project is planned for spring 2021.

### **Playground Surface Repair**

- The playground surface in the swings area has started to separate from the concrete edge. This two-step project will first involve Focal Pointe cutting and removing a 1' wide strip around the perimeter and then NuToys will install pour-in-place surface.
- The cost for the removal by Focal Pointe is \$1,487 and the cost for the install of new surface by NuToys is \$6,065, for a total cost of \$7,552. Work will be done in the spring as it requires consistent warmer temperatures.

### **Woodland Oaks Light**

- Work on this project has been delayed and will require a change order for additional costs in order to be completed.
- We are unable to access the planned power source as it is owned by AT&T. We are working with the contractor to explore two other options:
  - Create a new connection to a nearby existing Ameren light. This would require an additional \$1,600 for the power supply plus whatever Ameren may charge. The contractor is investigating the cost, process and timeline from Ameren.
  - Bore under Woodland Oaks to connect to the existing light pole on the other side of the street. This would not require additional permissions from Ameren, but would cost an additional \$3,422.

### **Crescent Road Sidewalk Project**

- BFA is nearly finished with the preliminary plan and is hoping to have all the documents and drawings to us by the end of the week. It will include a topographical survey, a grading plan, an overall site plan and a revised cost estimate. BFA is anticipating the cost will increase from the previous estimate due to more utilities needing to be relocated than originally anticipated.

### **Autumn Leaf Runoff**

- City Attorney Paul Rost has drafted an initial agreement for a Stormwater Management Easement. We met with BFA on Dec. 14 to discuss next steps on finalizing the agreement.

- Following the Dec. 14 meeting, BFA and City Attorney Rost have the information they need and are currently working to finalize the agreement re: the location of the easement. Easement will be completed in the beginning of February.

**Autumn Leaf Sewer Backups**

- Work began on this project on Monday. Contractor is now estimating work will be completed on Jan. 8.

**MAYOR AND ALDERMAN COMMENTS**

Mayor Fortune stated that he and City Clerk Johnson discussed reopening the office. He stated that the situation with the virus had not changed and may in fact have gotten worse. The Board discussed this issue and concluded to keep the office closed with the staff working from home. Appointments can still be made for anyone needing assistance. The situation will be re-evaluated at a later time.

**FINAL CITIZEN COMMENTS**

There were no final citizen comments.

**ADJOURNMENT**

There being no further business, Alderman Milne motioned to adjourn the regular meeting at 8:08 p.m., seconded by Alderman Eisenhauer and the motion passed with the unanimous consent of the Board of those present.

Drafted By: \_\_\_\_\_  
Theresa Gonzales,  
Administrative Assistant

Date of Approval: \_\_\_\_\_

ATTEST:

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Frank Johnson  
City Clerk

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Russ Fortune,  
Mayor, Board of Aldermen



City of Twin Oaks Bills and Applied Payments January 2, 2021-January 15, 2021							
Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date	
11789	1/5/2021	American Society of Composers, Authors, Publishers Copyright fees for 2021		\$367.00	\$367.00	1/20/2021	
11790	12/31/2020	Crowder Construction, Inc. Icing event 12/31/2020	5068	\$1,592.50	\$1,592.50	1/20/2021	
11791	11/30/2020	Cunningham, Vogel & Rost Clerical error-payment of balance of invoice Telephone conference with engineer re documents needed for stormwater management easement agreement; transmit correspondence with addition information; review meeting packet and corresponding documentation for workshop and regular Board meeting; draft summary of zoning code changes; review animal code with F. Johnson; review zoning code changes and draft memo re some; review and revise personnel policy; video conference with City Clerk and engineers re TOPC stormwater management project; review and propose amendments to dangerous animal regulations; update drafts of stormwater management improvements; correspondence re draft of construction and maintenance agreements with TOPC; draft changes to occupancy permit fees for P&Z review and draft notice of public hearing; revise animal control regulations; review ordinance amendments re fees; draft approving ordinance; review and comment on requested clarifications to the playground surface contract; final revisions to animal regulations and correspondence with F. Johnson re same	65161	\$810.00			
	1/31/2021	Final preparation for public work session and regular Board meeting; teleconference with Alderman Whitmore re dog issue; correspondence and teleconference with F. Johnson re contract and Sunshine request; correspondence with F. Johnson re candidate forms; revise from for notice to candidates; teleconference and correspondence with F. Johnson re budget, personnel etc.; teleconference with F. Johnson re opening of candidate filing; correspondence re and review personnel policy; meeting with F. Johnson and BFA re Twin Oaks Presbyterian agreement; prepare for and attend Board of Aldermen worksession and regular Board meeting; review Twin Oaks Presbyterian Church draft agreements; prepare for public hearing re zoning code; review dangerous animals section; correspondence with F. Johnson re and review changes to fee ordinance	65250	\$4,900.50			
	1/31/2021		65251	\$1,085.00	\$6,795.50	1/20/2021	
11792	1/2/2021	Jan-Pro of St. Louis Janitorial service-Enviroshield-playground	93486	\$1,200.00			
	1/1/2021	Restroom cleaning at Park for December	93487	\$360.00	\$1,560.00	1/20/2021	
11793	12/22/2020	Marco Copy charge for color copies	INV8281510	\$24.51	\$24.51	1/20/2021	
11794	12/31/2020	Missouri One Call Locates for 4th quarter-Oct. Nov. Dec.	121090	\$6.90	\$6.90	1/20/2021	
11795	1/5/2021	SESAC Copyright fees for 2021	66361	\$483.00	\$483.00	1/20/2021	
11796	1/5/2021	Verizon Monthly cost for employee cell phones-Dec. 5, 2020 thru Jan. 5, 2021	9870616083	\$242.65	\$242.65	1/20/2021	
Online	12/23/2020	Spire Monthly charge for City Hall		\$75.60	\$75.60	1/6/2021	
Online	12/16/2020	Mastercard Monthly charges through 12-16-2020		\$262.98	\$262.98	1/6/2021	
AutoPay	12/23/2020	Spire Monthly charge for 50 Crescent Ave.		\$95.05	\$95.05	1/7/2021	
AutoPay	12/18/2020	MO-American Water Monthly charge for City Hall		\$43.97	\$43.97	1/11/2021	
AutoPay	12/18/2020	MO-American Water Monthly charge for City Hall Irrigation		\$29.20	\$29.20	1/11/2021	
AutoPay	12/18/2020	MO-American Water Monthly charge for 1240 Derbyshire-Irrigation		\$41.05	\$41.05	1/11/2021	
AutoPay	12/22/2020	Metropolitan St. Louis Sewer District Monthly charge for 50 Crescent Ave.		\$31.40	\$31.40	1/11/2021	
AutoPay	12/23/2020	Ameren Missouri Monthly charge for 1 Twin Oaks Ct.		\$375.45	\$375.45	1/12/2021	
AutoPay	12/23/2020	Ameren Missouri Monthly charge for 50 Crescent Ave. Waterpump		\$10.66	\$10.66	1/12/2021	
AutoPay	12/23/2020	Ameren Missouri Monthly charge for 50 Crescent Ave.		\$28.70	\$28.70	1/12/2021	
AutoPay	12/23/2020	Ameren Missouri Monthly charge for 141 & Big Bend		\$72.23	\$72.23	1/12/2021	
AutoPay	12/23/2020	Ameren Missouri Monthly charge for City Hall		\$1,159.05	\$1,159.05	1/12/2021	
AutoPay	12/23/2020	MO-American Water Monthly charge for 50 Crescent Ave.		\$31.68	\$31.68	1/14/2021	
AutoPay	12/23/2020	MO-American Water Monthly charge for 1312 Big Bend Irrigation		\$43.18	\$43.18	1/14/2021	
AutoPay	12/24/2020	MO-American Water Monthly charge for 1 Twin Oaks Ct.-Park-Sept. 23 to Dec. 23, 2020		\$1,113.48	\$1,113.48	1/15/2021	
AutoPay	12/10/2020	Toshiba Financial Monthly lease charge	3690988978	\$206.00	\$206.00	1/25/2021	
AutoPay	12/29/2020	MO-American Water 3 monthly charge for 1 Twin Oaks Ct.		\$11.29	\$11.29	1/20/2021	
AutoPay	12/29/2020	Waste Management Monthly charge for trash collection-January		\$3,880.40	\$3,880.40	1/28/2021	
AutoPay	12/29/2020	MO-American Water Monthly charge for 1Twin Oaks Ct. Park		\$11.29	\$11.29	1/20/2021	
AutoPay	1/7/2021	Ameren Missouri Monthly charge for street lights		\$597.01	\$597.01	1/29/2021	
AutoPay	1/5/2021	MO-American Water Monthly charge for 1 Twin Oaks Ct. Firepark		\$25.20	\$25.20	1/27/2021	
		Alderman					
		Alderman					

Credit Card List  
November 16 - December 16, 2020

Date	Name	Memo/Description	Amount
11/23/2020	Adobe	Monthly charge	14.99
12/2/2020	Intuit	Monthly charge	70.00
12/4/2020	Zoom	Monthly charge	14.99
12/7/2020	Fish Window cleaning	Outside windows and doorway	163.00
			262.98

Credit Card List  
November 3 - November 30, 2020

Date	Name	Memo/Description	Amount
11/4/2020	Valley Park Elevator	Lawn bags	6.38
11/5/2020	Petromart	Fuel charge for City truck	45.60
11/6/2020	Valley Park Elevator	(3) black tarps	35.97
11/8/2020	Petromart	Fuel charge for City truck	20.21
11/13/2020	Lowe's	Supplies for Park	110.69
11/18/2020	Stonegate Auto Parks	Light bulb for truck	3.78
11/18/2020	Petromart	Fuel charge for City truck	44.00
11/19/2020	Hobby Lobby	Christmas supplies for Park	112.46
11/20/2020	Hobby Lobby	Christmas wreaths and bows for City Hall	93.96
			473.05



**CITY OF  
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING  
FINANCIAL STATEMENTS**

**AS OF AND FOR THE TWO YEARS  
ENDED DECEMBER 31, 2020**

**City of Twin Oaks**  
**Balance Sheet**  
**DECEMBER 31, 2020 and 2019**

	<b>2020</b>	<b>2019</b>
<b>ASSETS</b>		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 52,707	\$ 56,474
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,483	10,465
9-112.1 Enterprise Bank- General Checking 5732	7,749	84,499
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	893,530	704,455
9-112.3 Enterprise Bank - Special Account 5765	59,813	59,708
9-112.4 Enterprise Bank - Debt Service Retirement 6108	100,010	-
9-122.2 CD Meramec Valley .5987 9/8/19	115,191	114,504
9-128 Escrow Deposits Payable	(5,000)	(10,000)
9-129 Accrued Interest	88	88
<b>Total Bank Accounts</b>	<b>1,234,807</b>	<b>1,020,429</b>
9-130 Accounts Receivable	854	854
1-180 Taxes Receivable - Road	8,324	8,324
2-180 Taxes Receivable - Park	-	30,197
3-180 Taxes Receivable - Sewer Lateral	62,578	62,578
4-180 Taxes Receivable - CI	1,497	1,497
9-144 Prepaid Items	53,192	53,192
9-180 Taxes Receivable - GF	7,057	7,057
9-180.1 Deferred Property Taxes Receivable	151,372	151,372
9-181 Other receivables	14,741	14,741
<b>TOTAL ASSETS</b>	<b>\$ 1,534,422</b>	<b>\$ 1,350,240</b>
<b>LIABILITIES AND EQUITY</b>		
9-210 MVB Credit MasterCard	\$ 185	\$ 11,340
9-210.1 Enterprise Bank Credit Card	4,376	-
<b>Total Credit Cards</b>	<b>4,561</b>	<b>11,340</b>
1-201 Accounts Payable - Cap Improve	9,540	9,540
2-201 Accounts Payable - Parks	7,386	7,386
2-240 Park Reservation Deposits	1,600	400
9-201 Accounts Payable - GF	10,673	10,673
9-233 LAGER Liability	(435)	(222)
9-239 Accrued Payroll	14,512	14,512
9-240 Community Room Deposits	470	220
9-281 Deferred property tax revenue-Annual Assesment	14,741	14,741
<b>Total Liabilities</b>	<b>63,049</b>	<b>68,590</b>
<b>FUND BALANCE</b>		
1-301 Road Fund Balance	24,122	24,122
2-301 Park & Storm Fund Balance	231,363	231,363
3-301 Sewer Lateral Fund Balance	65,427	65,427
4-301 Cap Impr Fund Balance	458,445	458,445
9-301 General Fund Balance	502,293	502,293
9-390 Retained Earnings	-	354,769
Net Change in Fund Balance	189,723	(354,769)
<b>Total Fund Balance</b>	<b>1,471,373</b>	<b>1,281,650</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 1,534,422</b>	<b>\$ 1,350,240</b>

**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE**  
**FOR THE TWO YEARS ENDED DECEMBER 31, 2020**

	DECEMBER 31, 2020								DECEMBER 31, 2019		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE	
										FAV / (UNFAV)	
									Amount	%	
<b>REVENUES RECEIVED</b>											
Sales Taxes	\$ -	\$ 232,188	\$ -	\$ 273,163	\$ 452,521	\$ 957,873	\$ 1,007,300	95 %	\$1,023,671	\$ (65,799)	(6)%
Property Taxes	-	-	36,877	-	19,572	56,449	55,600	102 %	31,862	24,587	77 %
Intergovernmental Taxes	-	-	9,949	-	18,939	28,888	27,400	105 %	26,357	2,531	10 %
Licenses, Permits & Fees	7,435	-	-	-	99,157	106,592	102,000	105 %	88,384	18,208	21 %
Miscellaneous Revenue	-	-	-	400	31,024	31,424	3,200	982 %	3,298	28,126	853 %
Interest Income	1,712	-	-	-	2,211	3,924	5,000	78 %	7,704	(3,780)	(49)%
	9,147	232,188	46,826	273,563	623,425	1,185,149	1,200,500	99 %	1,181,276	3,873	0 %
<b>EXPENDITURES PAID</b>											
Personnel Services	-	-	45,880	30,917	154,751	231,549	261,100	89 %	257,794	26,245	10 %
Administrative	-	-	-	-	99,849	99,849	104,500	96 %	122,700	22,851	19 %
Operating	3,993	-	75,543	40,873	74,846	195,255	244,900	80 %	262,334	67,080	26 %
Contractual	-	-	-	-	84,223	84,223	105,300	80 %	123,011	38,788	32 %
Police	-	-	-	-	133,110	133,110	126,200	105 %	128,621	(4,489)	(3)%
Lease	-	-	-	500	-	500	100	500 %	(76)	(576)	756 %
Repairs and Maintenance	-	-	23,737	29,216	-	52,953	44,200	120 %	78,803	25,850	33 %
Debt Service	-	142,772	-	-	-	142,772	142,800	100 %	142,628	(144)	(0)%
Capital additions											
Stormwater	-	-	-	1,459	-	1,459	700	208 %	713	(746)	(105)%
Other	-	-	17,895	35,862	-	53,757	151,500	35 %	419,518	365,761	87 %
Total	3,993	142,772	163,055	138,827	546,779	995,426	1,181,300	84 %	1,536,045	540,619	35 %
Excess (deficiency) of revenues over (under) expenditures	5,154	89,416	(116,229)	134,736	76,646	189,723	19,200	988 %	(354,769)	544,492	(153)%
<b>OTHER SOURCES(USES) OF FUND</b>											
Transfers	-	26,671	116,229	(57,200)	(85,700)	-	-		-	-	
<b>CHANGE IN FUND BALANCE</b>	5,154	116,087	(0)	77,536	(9,054)	189,723	19,200	988 %	(354,769)	\$ 544,492	(153)%
<b>FUND BALANCE -</b>											
Beginning of Year	65,427	458,445	24,118	231,363	502,293	1,281,646	1,281,646		1,636,419		
End of Period	\$ 70,581	\$ 574,532	\$ 24,118	\$ 308,899	\$ 493,239	\$ 1,471,369	\$ 1,300,846		\$1,281,650		
<b>CHANGE IN FUND BALANCE</b>											
Budget	100	(9,000)	-	67,600	(39,500)	19,200					
Actual Over/(Under) Budget	\$ 5,054	\$ 125,087	\$ (0)	\$ 9,936	\$ 30,446	\$ 170,523					

**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES,**  
**FUND BALANCE AND CHANGE IN FUND BALANCE**

BUDGET - FYE 12/31/2020						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 239,100	\$ -	\$ 292,900	\$ 475,300	\$ 1,007,300
Property Taxes	-	-	15,200	-	40,400	55,600
Intergovernmental Taxes	-	-	10,400	-	17,000	27,400
Licenses, Permits & Fees	4,700	-	-	-	97,300	102,000
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	3,200	3,200
Interest Income	400	-	-	-	4,600	5,000
	5,100	239,100	25,600	292,900	637,800	1,200,500
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	39,700	42,800	178,600	261,100
Administrative	-	-	-	-	104,500	104,500
Operating	5,000	-	79,800	83,200	76,900	244,900
Contractual	-	-	-	-	105,300	105,300
Police	-	-	-	-	126,200	126,200
Lease	-	-	-	-	100	100
Repairs and Maintenance	-	-	10,800	33,400	-	44,200
Debt Service	-	142,800	-	-	-	142,800
Capital additions						
Stormwater	-	-	-	700	-	700
Other	-	65,000	78,500	8,000	-	151,500
Total	5,000	207,800	208,800	168,100	591,600	1,181,300
Excess (deficiency) of revenues over (under) expenditures	100	31,300	(183,200)	124,800	46,200	19,200
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	(40,300)	183,200	(57,200)	(85,700)	-
<b>TOTAL</b>	-	(40,300)	183,200	(57,200)	(85,700)	-
<b>CHANGE IN FUND BALANCE</b>	100	(9,000)	-	67,600	(39,500)	19,200
<b>FUND BALANCE -</b>						
Beginning of Year	65,427	458,445	24,118	231,363	502,293	1,281,646
End of Period	\$ 65,527	\$ 449,445	\$ 24,118	\$ 298,963	\$ 462,793	\$ 1,300,846
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						

**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES,**  
**FUND BALANCE AND CHANGE IN FUND BALANCE**

ACTUAL - DECEMBER 31, 2020						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 232,188	\$ -	\$ 273,163	\$ 452,521	\$ 957,873
Property Taxes	-	-	36,877	-	19,572	56,449
Intergovernmental Taxes	-	-	9,949	-	18,939	28,888
Licenses, Permits & Fees	7,435	-	-	-	99,157	106,592
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	400	31,024	31,424
Interest Income	1,712	-	-	-	2,211	3,924
	9,147	232,188	46,826	273,563	623,425	1,185,149
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	45,880	30,917	154,751	231,549
Administrative	-	-	-	-	99,849	99,849
Operating	3,993	-	75,543	40,873	74,846	195,255
Contractual	-	-	-	-	84,223	84,223
Police	-	-	-	-	133,110	133,110
Lease	-	-	-	500	-	500
Repairs and Maintenance	-	-	23,737	29,216	-	52,953
Debt Service	-	142,772	-	-	-	142,772
Capital additions						
Stormwater	-	-	-	1,459	-	1,459
Other	-	-	17,895	35,862	-	53,757
Total	3,993	142,772	163,055	138,827	546,779	995,426
Excess (deficiency) of revenues over (under) expenditures	5,154	89,416	(116,229)	134,736	76,646	189,723
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	-	-	-	-	-
<b>TOTAL</b>	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	5,154	89,416	(116,229)	134,736	76,646	189,723
<b>FUND BALANCE -</b>						
Beginning of Year	65,427	458,445	24,118	231,363	502,293	1,281,646
End of Period	\$ 70,581	\$ 547,861	\$ (92,111)	\$ 366,099	\$ 578,939	\$ 1,471,369
<b>CHANGE IN FUND BALANCE</b>						
Budget	100	(9,000)	-	67,600	(39,500)	19,200
Actual Over/(Under) Budget	5,054	98,416	(116,229)	67,136	116,146	170,523



**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES,**  
**FUND BALANCE AND CHANGE IN FUND BALANCE**

ACTUAL - DECEMBER 31, 2019						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 246,985	\$ -	\$ 290,573	\$ 486,113	\$ 1,023,671
Property Taxes	-	-	12,291	-	19,571	31,862
Intergovernmental Taxes	-	-	10,202	-	16,155	26,357
Licenses, Permits & Fees	4,248	-	-	-	84,136	88,384
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	100	3,198	3,298
Interest Income	1,951	-	-	-	5,753	7,704
	6,199	246,985	22,493	290,673	614,926	1,181,276
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	49,084	38,636	170,073	257,794
Administrative	-	-	-	-	122,700	122,700
Operating	1,923	-	112,298	74,571	73,543	262,334
Contractual	-	-	-	-	123,011	123,011
Police	-	-	-	-	128,621	128,621
Lease	-	-	-	-	(76)	(76)
Repairs and Maintenance	-	-	23,609	55,194	-	78,803
Debt Service	-	142,628	-	-	-	142,628
Capital additions						
Stormwater	-	-	-	713	-	713
Other	-	4,179	101,336	314,003	-	419,518
Total	1,923	146,807	286,328	483,116	617,871	1,536,045
Excess (deficiency) of revenues over (under) expenditures	4,276	100,178	(263,835)	(192,443)	(2,946)	(354,769)
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	(145,166)	287,953	(85,672)	(57,115)	-
<b>TOTAL</b>	-	(145,166)	287,953	(85,672)	(57,115)	-
<b>CHANGE IN FUND BALANCE</b>	4,276	(44,988)	24,118	(278,115)	(60,061)	(354,769)
<b>FUND BALANCE -</b>						
Beginning of Year	61,151	503,433	-	509,480	562,355	1,636,419
End of Period	\$ 65,427	\$ 458,445	\$ 24,118	\$ 231,366	\$ 502,294	\$ 1,281,650
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						

Date: January 10, 2021  
To: Frank Johnson, City Clerk  
From: Jeff Blume  
Subject: City Ordinance Compliance



With respect to the City's Code Section 110.100 and, its underlying state statutory requirement, both requiring semi-annual compilation and disclosure of revenues, expenditures and indebtedness, with respect to the City of Twin Oaks, Missouri, I make the following report to you.

Consolidated revenues and expenditures of the City of Twin Oaks, Missouri for the Twelve Months Ended December 31, 2020 were approximately \$1,185,000 and \$995,000, respectively, resulting in a net revenue and accretion in fund balance of about \$190,000. The City's non-trade, secured and appropriated indebtedness as of this date was about \$1,306,000. These amounts are subject to closing procedures and annual audit. Additional financial information may be obtained from the City's website, <http://www.villageoftwinoaks.org>.

In accordance with the ordinance, please cause this information to be published in a newspaper serving the City at the earliest date possible. In addition, please submit this report to the City's Board of Aldermen at its next regularly scheduled meeting for inclusion in its packet.

**AN ORDINANCE AUTHORIZING THE CITY OF TWIN OAKS TO ENTER INTO AND EXECUTE A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF TWIN OAKS TO ENTER INTO ON BEHALF OF SAID CITY A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES.**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS AS FOLLOWS:**

**Section 1:** The Mayor is authorized to execute a Contract with St. Louis County, Missouri, substantially in the form of the contract attached as Exhibit A attached hereto and incorporated herein, whereby said County, by and through its Department of Public Health, will provide Vector Control Services within said City.

**Section 2:** The City shall compensate St. Louis County, Missouri for services rendered at the hourly rate set forth in the contract and as such rates are changed in accordance with the terms and conditions of the contract between the City and St. Louis County.

**Section 3:** After execution thereof, this agreement shall be in effect for five (5) years. Either party may terminate the contract upon thirty (30) days written notice.

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 JANUARY 2021.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

**LOCAL GOVERNMENT CONTRACT WITH ST. LOUIS  
COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES**

This contract is made by and between the \_\_\_\_\_, a Municipal Corporation, (hereinafter referred to as "Municipality") and St. Louis County, Missouri, (hereinafter referred to as "County").

Witnesseth:

Whereas, Municipality has enacted Ordinance No. /Resolution No. \_\_\_\_\_ authorizing said Municipality to enter into this contract with County for vector control services to be performed within said Municipality through County's Department of Public Health; and

Whereas, County is authorized by Article II, Section 2.180 (20) of County's Charter to cooperate and contract with other political subdivisions for common services; and

Whereas, Section 604.020 SLCRO 1974, as amended, authorizes the County Executive to contract on behalf of the Department of Public Health with political subdivisions to provide public health services; and

Whereas, in conformity with Section 604.040 SLCRO 1974, as amended, the St. Louis County Council has adopted Resolution No. 6281, 2018, that sets forth the terms and conditions upon which vector control services are to be provided to Municipality; and

Now therefore, in consideration of the mutual promises and undertakings herein set forth, County and Municipality agree as follows:

1. County shall provide vector control services as indicated:
  - a. Mosquito Control Services:
    1. Including Adulticiding, per County guidelines, to include all necessary materials, equipment, and personnel.  
  
Other mosquito control services:
    2. Including Larviciding, per County guidelines, to include all necessary materials, equipment, and personnel.
  - b. Rodent abatement services:  
Including rodent inspections and abatement, per County guidelines, to include all necessary materials, equipment, and personnel.
2. Municipality shall:
  - a. Pay County for vector control services including adulticiding at the hourly rate of ninety-two dollars (\$92.00), for other mosquito control services including larviciding at the hourly rate of sixty-five dollars (\$65.00), and for rodent abatement services at the hourly rate of forty – two dollars (\$42.00).
  - b. Make all payments by check payable to the order of "St. Louis County Department of Public Health". Billing for the previous year's services will occur annually in January. Payments for the previous years' service, under above paragraph "a" of this section, must be received by

Contract Number: \_\_\_\_\_

Authorizing Ordinance: 604.020

County before the 31<sup>st</sup> day of March, after the year after which services are provided. Remit payment to St. Louis County Department of Public Health, 6121 N. Hanley Road, Berkeley, MO 63134.

- 3. The costs per hour for services may be revised annually by County. County shall provide written notice to Municipality of the change in cost no later than May 1 of any year in which the services will be rendered.
- 4. The initial contract term shall be five (5) years. Either party may terminate this contract upon thirty days written notice.

St. Louis County, Missouri

Date Executed by St. Louis County:

\_\_\_\_\_

By: \_\_\_\_\_  
County Executive

Attest:

\_\_\_\_\_  
Administrative Director

APPROVED:

\_\_\_\_\_

Director, Department of Public Health

Approved As To Legal Form:

\_\_\_\_\_  
County Counselor

APPROVED:

\_\_\_\_\_  
Accounting Officer

Fiscal Review: \_\_\_\_\_ Legal Review: \_\_\_\_\_

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

Date Executed by Municipality: \_\_\_\_\_

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

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

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

I, \_\_\_\_\_, affirm that I am the (title) of (municipality) and that I signed this Agreement on behalf of said municipality, as authorized by (resolution/ordinance #), and that I acknowledged this Agreement to be the free act and deed of the said municipality.

RESOLUTION NO. 21-1

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT WITH DJM ECOLOGICAL SERVICES,  
INC. FOR CERTAIN SERVICES RELATED TO DRAINAGE SWALE  
REPAIR IN TWIN OAKS PARK.**

---

**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, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with DJM Ecological Services, Inc. for services relating to drainage swale repair, timber stand improvement, and rock step removal and relocation in Twin Oaks Park to be provided under the terms set forth in Exhibit 1.

**Section 2.** This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 20<sup>th</sup> DAY OF JANUARY 2021,  
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

EXHIBIT 1

**Twin Oaks, Missouri  
CONTRACTOR SERVICES CONTRACT**

THIS 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 **DJM Ecological Services Inc.**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 2205 Ebert Lane, Wentzville, MO 63385.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services related to drainage swale repair, timber stand improvement, and rock step removal and relocation, as described on Exhibit A (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

**I. SCOPE OF SERVICES**

Contractor's services are necessary for the following Project of City: *Drainage Swale Repair, Timber Stand Improvement, and Rock Step Removal and Relocation — Twin Oaks Park.*

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and as more particularly described in the attached **Exhibit A**.

The above-referenced services (hereinafter referred to as the "Work") shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City's General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

**II. COMPENSATION**

A. **Basic Compensation.** The City hereby agrees to pay the Contractor as set forth below, as full compensation upon the completion of the Work:

Due at the City's final acceptance of the Work: \$3,630.00

**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 for the fees, prices, rates, or schedule of values set forth below.

**IV. CONTRACT SCHEDULE**

Time is of the essence. The Work shall be commenced on \_\_\_\_\_, and shall be completed in a reasonable manner no later than \_\_\_\_\_. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of

\$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

**DJM ECOLOGICAL SERVICES, INC.**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

City Clerk



**GENERAL CONDITIONS**  
**CITY OF TWIN OAKS, MISSOURI**  
**CONTRACTOR SERVICES AGREEMENT**

**Independent Contractor.** The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

**Compliance with Laws.** The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirements:

- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

**Subcontracts.** The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

**Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

**Insurance.** Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on **Exhibit B**, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Work.

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit B**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

**Nondisclosure.** The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

**Changes.** No change in this Contract shall be made except in writing prior to the change in the Work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No Work or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the

Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

**Correction Period.** Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as set forth herein, nor are they limited by any other remedies provided in the Contract.

**Request for Proposals.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor Services Contract or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Work").

**Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

**Personnel.** The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

**Representations.** Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Governing/Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

**Other Special Provisions.** There are no additional special provisions set forth in the Contractor Services Agreement.

**EXHIBIT A**  
**Proposal**



Providing comprehensive ecological restoration and management of native plant communities.

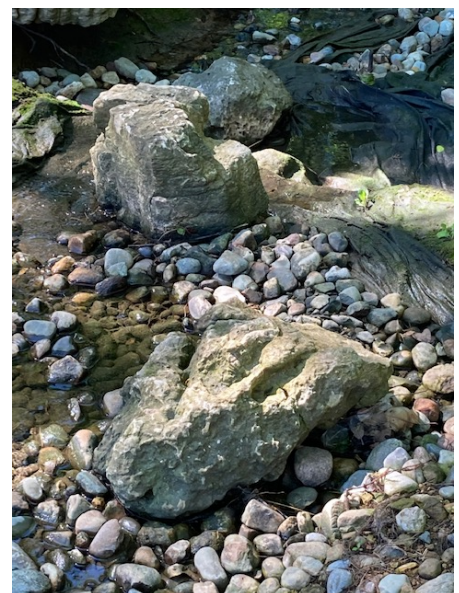
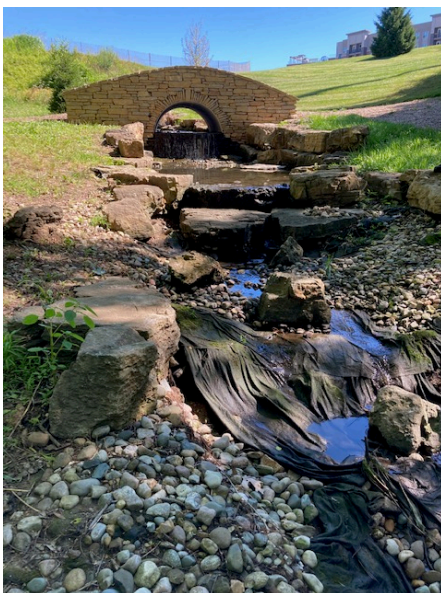
Date: 6-25-2020, updated 10-23-2020, second update 1-8-2021

<b>Client:</b>	<b>City of Twin Oaks</b>
<b>Project Name:</b>	<b>Drainage Swale Repair</b>
<b>Address:</b>	<b>Twin Oaks, MO</b>

DJM Ecological Services, Inc. proposes to provide the following services:

**Scope of Work:**

ITEM	QTY	UNIT	EXTENDED
Repair swale areas that are eroding outside of the existing flow and install new check dams to prevent future erosion. DJM will use onsite boulders per the direction of John Williams. Additional small boulders will be installed on the swale below the bridge to slow flow where velocity is at its greatest and help prevent movement of the existing smaller 3-4" pebbles. <i>Using onsite materials, repair two areas that water is flowing outside of intended path created on this original scope.</i>	1	Lump Sum	\$9,960.00 SCOPE COMPLETE
	1	Repair	No Charge (warranty)
Timber Stand Improvement – one day with a bullhog and operator to mulch honeysuckle and weedy trees species within the natural area of the park adjacent to the swale and any other areas per John. Stumps will be treated with herbicide to prevent regrowth.	1	Lump Sum	\$1,850.00
Rock Step Removal and Relocation – place in the wooded area per John William’s recommendations. Stabilize the exposed slope with cover crop, straw mat, and straw wattle.	1	Lump Sum	\$1,780.00
<b>TOTAL</b>			<b>\$3,630.00</b>





Providing comprehensive ecological restoration and management of native plant communities.

WAGES: [ ] Prevailing (Wage Order#\_\_\_\_) [x] Regular Wage [ ] Union/Commercial [ ] Union/Residential [ ] City [ ] Tax Exempt
TIMELINE: [x] Spring [x] Summer [ ] Fall [ ] Winter/ Year: 2020 [ ] TBD
TYPE: [x] Construction [ ] Stewardship [ ] Arborist [ ] Rx Burn DJM Estimate # \_\_\_\_\_

Project Specifics:

- Permission to Access property granted by: City of Twin Oaks

Proposal is based on:

- Standard wage
• Proposal is valid for 30 days from date on signature line.
• Proposal is presented on a 'Not to Exceed' basis. Should additional scope be required, DJM will secure client's approval before proceeding, utilizing agreed-upon unit costs.
• Line items are inclusive of mobilization unless otherwise specified; Additional mobilizations will be charged on a per-occurrence basis.
• Payment to occur on NET 30 terms unless otherwise specified & agreed to, in writing, prior to start of project.
o 2.5% discount offered for invoices paid on NET 15 terms
o 4% service charge for all unpaid balances over NET 60
o Client agrees to reimburse DJM for all expenses associated with the collection of unpaid balances.
• All line items include the appropriate licenses, permits, and insurance. If the client requires a certificate of insurance, request must be made in advance of mobilization.
• All on-site DJM employees will wear high visibility clothing and task appropriate Personal Protective Equipment (PPE) including long pants, safety toe boots, safety glasses, hard hats, and gloves
• DJM Terms & Conditions attached

Safety Training Credentials & Licensure:

- On-site supervisor is trained to OSHA-30 & MSHA Part 48b threshold, field technicians are trained to MSHA part 48b and OSHA-10 thresholds
• On-site supervisor and field technicians hold a Certified Commercial Applicator License with the MO Department of Agriculture, with specialized categories in Aquatic, Forest, Ornamental and Right-of-Way Pest Control

Agreement:

The City of Twin Oaks agrees to the proposal above and DJM's Terms and Conditions of Services (attached) and acknowledges DJM's commitment to deliver quality material and meet the installation standards detailed above/herein. The City of Twin Oaks agrees to the project timeline and by signing, grants permission to DJM to access the jobsite or will obtain permission from neighboring sites, as needed, to complete the scope of work. For the proposed work, the City of Twin Oaks agrees to compensate DJM according to the fee schedule and terms detailed herein.

John Williams
The City of Twin Oaks
Date

Becky McMahon
DJM Ecological Services, Inc.
1/8/2021
Date



Providing comprehensive ecological restoration and management of native plant communities.

**TERMS AND CONDITIONS OF SERVICES**

Last Updated January 2020

DJM Ecological Services, Inc. (DJM) aims to deliver every project to our standard of the highest quality possible. To ensure this standard, we present our baseline terms and conditions. **We appreciate your business and look forward to working with you!**

**SITE CONDITIONS**

- The client shall provide access and permission to enter the work site during normal working hours (7 a.m. to 5 p.m.).
- A plat of survey, or other measurable survey will be provided to DJM upon request.
- DJM will obtain utility locates before performing any digging on a project site. DJM is not responsible for any damage to, or cost involved with, any underground hazards, obstructions or services that are not covered by the dig-rite ticket, made known to us in writing, or apparent on visual inspection.

**PROJECT TIMING**

- Ecological landscape installation, restoration, and stewardship require careful timing of operations to match the dynamic nature of the ecosystem. DJM will make all attempts to complete project tasks with respect to/in accordance with the variables presented by nature. This includes installation of seed, live plants, erosion control, prescribed fire, herbicide, and other tasks. Severe weather conditions, including drought, may cause the delay of the start date of the contract.
- Delays caused by other companies on site may cause work to be rescheduled and/or re-bid.
- Any addition and/or alterations to the scope of work may require written approval and/or contract revisions, and may impact the project schedule.
- Adverse weather delays do occur and can delay projects. The following table is based on National Oceanic and Atmospheric Administration (NOAA) data and constitutes anticipated minimum number of adverse weather days per month over the course of a year.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	5	5	5	8	13	11	4	4	5	5

**PLANT MATERIAL**

- Plant material, both live and seed, will be planted true to species and of the highest quality available.
- Species and/or size substitutions may be necessary due to market availability at the time of installation.
- As native plugs are a perishable project, plugs included in the proposal/contract will be grown out specific to each project. If the construction schedule is pushed beyond 8 weeks of the original planting timeline, a holding fee equal to 5% of the order’s total cost will be charged on a weekly basis to cover the costs associated with storage and ongoing care of live plant materials. If the construction schedule is pushed beyond one year from the original timeline stated on the contract, species substitutions may be necessary or the order may need to be re-grown, requiring a three-month lead time preceding the anticipated install date.
- DJM is not responsible for damage incurred to any installed materials (including plants) by the elements, including winds, rain, frost, animals, and/or drought (as defined by the national drought monitor, D1- moderate drought, <http://drought.unl.edu/>).
- DJM is not responsible for the post-installation success and/or maintenance of living plant material, including turf, unless a stewardship contract is in effect.

**STEWARDSHIP**

- Stewardship (post-planting maintenance) is essential for at least three growing seasons following installation of all seeded native grasses and wildflowers to ensure proper establishment. Stewardship can include any of the following: brush cutting, hand pulling, high mowing, broadcast or spot spray herbicide applications. DJM reserves the latitude to apply techniques as necessary.
- Stewardship services are not included in the contract unless specified.

**WARRANTY**

- If, and only if, a stewardship contract is in place for the project, DJM provides the following warranty:
  - For ball & burlap (B&B) or containerized plant materials: One-time replacement of trees, shrubs, and perennial materials that die within 6 months of the date of installation.
  - For native seeded areas: If a native seed mix’s performance is below average during its first growing season, DJM will overseed the area in the winter following its first growing season at no additional cost to the client. “Below average” performance is defined as less than 5 desirable plants per square yard, as determined by random meander survey at a rate of 3 plots (1 square yard in size) per acre.
- Timing of warranty replacements is to occur in the appropriate season for best chance of plant survival, which is at DJM’s discretion.

**BIORETENTION PROJECTS**

- Accepted as-built drawings for all piping and storm water infrastructure showing grade and elevation and of a similar scope and scale to the engineer’s drawings must be provided to DJM prior to mobilization. Our proposal does not include the costs of as-built drawings unless specified. If inclusion of the cost of as-built drawings for the BMP is desired, notify DJM prior to signature.
- Bioretention projects/BMPs in St. Louis City/County are regulated by the Metropolitan St. Louis Sewer District (MSD). MSD requires BMP inspection and reporting throughout the year, as well as an annual BMP Maintenance report. The annual report provides documentation that maintenance was performed in accordance with the Stormwater Management Facilities Report and must be submitted to MSD by March 31st of each year for the preceding calendar year’s maintenance.
- BMP inspection, maintenance, and/or reporting is not included in the contract unless specified.

**PROPOSAL & PAYMENT TERMS**

- Proposals are valid for 30 days from the date of issue.
- Payment is to be made within 30 days of completion of work, unless otherwise specified on contract and agreed to in writing. DJM offers a 2.5% discount for invoices paid on NET 15 terms.
- DJM reserves the right to add a 4% service charge for all unpaid balances over NET 60 terms. Client agrees to reimburse DJM for all expenses associated with the collection of unpaid balances. All materials on the project site remain the property of DJM Ecological Services, Inc. until payment is received in full.



**Exhibit B  
Insurance**

Unless otherwise instructed in writing by the City, the Contractor shall obtain and maintain during the term of the Project and the Contractor Services Contract the insurance coverages at least equal to the coverages below, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the proposal and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. Unless instructed otherwise, the Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear. Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

The City may waive any insurance coverages or amounts required by this Exhibit when the City deems such waiver may be in the interest of the public health, safety, and general welfare.



Phone (636)-225-1020  
Fax (636)-225-4881

# Estimate

512 Marshall Rd.  
Valley Park, MO 63088

Date	Estimate #
12/10/2020	1316940E

Name / Address
John Williams #1 Twin Oaks Ct Valley Park, MO 63088

Project
#1 Twin Oak Ct. - Park Rewire

Qty	Description	Cost	Total
	Fence Power Station: -New Square D QO Breakers will be installed in existing panel. -Timers, Contractors, and other devices noted in good condition and only to be replaced if needed. -Stainless steel enclosure to be reused. -Weatherstripping and Clamps for enclosure to be replaced to prevent water entry. -Unused equipment will be removed.	1,395.00	1,395.00
	Southern Gate: -2x New GFCI receptacles with weatherproof in use covers. -1x Key Switch with in use cover. -1x Transformer for walkway path lights. -10x LED path lights in fence area. -1x LED Spot light fixture with photocell/motion sensor for gate area. -New THWN Wire in existing conduit will be pulled from fences power area. -If new wire cannot be pulled through existing conduit, then additional trenching/boring (190ft) will be required at additional cost. -Trenching/boring is not included in price.	3,291.00	3,291.00
<b>We look forward to working with you!</b>		<b>Total</b>	





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Date	Estimate #
12/10/2020	1316940E

Name / Address
John Williams #1 Twin Oaks Ct Valley Park, MO 63088

Project
#1 Twin Oak Ct. - Park Rewire

Qty	Description	Cost	Total
	<p>West Gate:</p> <ul style="list-style-type: none"> <li>-2x New GFCI receptacles with weatherproof in use covers.</li> <li>-1x Key Switch with in use cover.</li> <li>-1x LED Spot light fixture with photocell/motion sensor for gate area.</li> <li>-New THWN Wire in existing conduit will be pulled from fences power area.</li> <li>-If new wire cannot be pulled through existing conduit, then additional trenching/boring (200ft + 150ft) will be required at additional cost.</li> <li>-Trenching/boring is not included in price.</li> <li>-200ft of trenching from gate to ground junction box may be required for repairs.</li> <li>-Additional 150ft from ground junction box to fence power area may be required for repairs.</li> </ul>	2,152.00	2,152.00
	<p>Quazite Electric box:</p> <ul style="list-style-type: none"> <li>-New Quazite box with secure lid will be installed for junctions.</li> <li>-Wire pulled to box will be replaced.</li> <li>-Location to remain the same.</li> <li>-1x Install post light controlled by photocell</li> <li>-1x GFCI receptacle with in use cover in base of post light.</li> <li>-Post light and Head provided by others.</li> <li>-Conduit to be stubbed up in base of light post.</li> <li>-Include 20ft of trenching from Quazite box to post light location.</li> <li>-Asphalt walkway will be cut for trenching.</li> <li>-Patching and repairing of walkway by others.</li> </ul>	3,286.00	3,286.00
<p><b>We look forward to working with you!</b></p>		<p><b>Total</b></p>	



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512 Marshall Rd.  
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# Estimate

Date	Estimate #
12/10/2020	1316940E

Name / Address
John Williams #1 Twin Oaks Ct Valley Park, MO 63088

Project
#1 Twin Oak Ct. - Park Rewire

Qty	Description	Cost	Total
	Pavilion over Koi Pond: -1x Master switch for pavilion for shut off all power. -2x Key Switches for lighting circuits. -2x GFCI receptacles high in ceiling with in use covers. -1x UFO style overhead light controlled by a photocell. -1x Sconce light on front of pavilion for walkway controlled by photocell. -Existing junction boxes under pavilion will be reused for circuits. -New THWN wire will be pulled through conduits. -If new wire cannot be pulled through existing conduit, then additional trenching/boring (75ft) will be required at additional cost. -Trenching/boring is not included in price.	2,900.00	2,900.00
	Pond Receptacle: -1x GFCI receptacle by trash bin with use cover. -Power will be pulled from receptacle located by pond power station. -Price includes 110ft of trenching to power station. -Asphalt walkway will be cut for trenching. -Patching and repairing of walkway by others.	2,492.00	2,492.00
	Rose Garden Receptacle: -1x Install post light controlled by photocell -1x GFCI receptacle with in use cover in base of post light. -Post light and Head provided by others. -Conduit to be stubbed up in base of light post. -Includes ~70ft of trenching -Asphalt walkway will be cut for trenching. -Patching and repairing of walkway by others.	2,085.00	2,085.00
<b>We look forward to working with you!</b>		<b>Total</b>	



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# Estimate

Date	Estimate #
12/10/2020	1316940E

Name / Address
John Williams #1 Twin Oaks Ct Valley Park, MO 63088

Project
#1 Twin Oak Ct. - Park Rewire

Qty	Description	Cost	Total
0	<p>XX Feet of trenching to 20" depth and backfill, after inspection, with removed Earth. Final distance and cost will be determined at time job is completed. Accurate Electric Trenching Waiver must be signed before work can begin. Accurate Electric is not responsible for repairs including, but not limited to: landscape, seeding, sodding, plants, trees, shrubs, etc. A minimum of 3 business days notice is required to inform Missouri One Call for marking utilities. Accurate Electric is not responsible for utilities such as phone, cable, electric, gas, irrigation system, water, sewer and underground piping. Additional unforeseen items such as tree stumps, rocks, boulders or debris could also affect final pricing.</p> <p>Electrical permit commercial</p> <p>Accurate Electric is not responsible for repairs including but not limited to landscape, seeding, sodding, plants, trees, shrubs, etc. or utilities such as phone, cable, electric, gas, irrigation system, water, sewer, and underground piping.</p> <p>Please call if you receive a lessor bid in writing with comparable items. Accurate Electric may be able to beat the price.</p> <p>Any other work not described in estimate can be done, with homeowners knowledge, as Time and Materials. Final invoicing for T&amp;M work will be billed after work is completed.</p>	15.00	0.00
		275.00	275.00
<b>We look forward to working with you!</b>		<b>Total</b>	



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 Valley Park, MO 63088

# Estimate

Date	Estimate #
12/10/2020	1316940E

Name / Address
John Williams #1 Twin Oaks Ct Valley Park, MO 63088

Project
#1 Twin Oak Ct. - Park Rewire

Qty	Description	Cost	Total
	<p>To proceed with above work, please sign estimate and fax or e-mail to Accurate Electric Company. A 50% deposit is required to obtain permit and/or schedule work and balance due upon completion. Accurate Electric MUST call all inspections in.</p> <p>Signature _____            Estimate valid for 90 days</p>		

<b>We look forward to working with you!</b>	<b>Total</b>	<b>\$17,876.00</b>
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# City Clerk's Report

City of Twin Oaks, Board of Alderman

January 15, 2020

## General Updates

### **AT&T Equipment Upgrade**

- AT&T has submitted a permit for upgrading some of the equipment on the pole in Twin Oaks Park. The permit will be reviewed by the City Attorney and, following City approval, they will need an electrical permit from St. Louis County.

### **Reciprocal Agreement with City of Ballwin**

- Ballwin Park and Rec Director Chris Conway is drafting an agreement that he will bring to the Ballwin City Council for approval at their Jan. 25 meeting. Following this, Twin Oaks will approve the agreement.

### **Occupancy Permit Process and Fees**

- City has completed transition with St. Louis County performing its first round of inspections for the apartments on Jan. 14. The occupancy fee changes will first go to the P&Z commission at their Jan. 26 meeting with a public hearing and board approval at the Feb. 6 meeting.

### **Aldi's Development**

- The City received comments from BFA on Dec. 21, which were forwarded to the developer. Received developer response on Dec. 29 and second round of comments from BFA on Jan. 15. Preliminary Development Plan application will be reviewed by the P&Z Commission at their Jan. 27 meeting. Board consideration and public hearing are scheduled for the Feb. 17 meeting.

## Project Updates

### **Electrical Repairs in the Park**

- The electrical infrastructure in the park needs an overhaul to prevent recurring shorts and outages. A patchwork approach to maintenance in the past has exacerbated this issue.
- Staff is recommending moving \$18,000 for electrical wiring in the CIP from 2022 to 2021. We have received one bid from Accurate Electric in that amount. However, since the cost exceeds \$15,000, the City is required to do a formal RFP process.

### **Condo Curb Repairs**

- Maintenance staff is continuing to work on getting two more bids in addition to the \$8,550 bid from Crowder.

**Additional Signage for Crescent Road**

- John has purchased and received signs. Location has been marked and utility locates have been called in, signs were installed on Jan. 8.

**Woodland Oaks Light**

- Contractor is working with Ameren to get an estimate for their costs for creating a new connection to the utility pole on Big Bend Road just east of the Woodland Oaks entrance. Contractor's estimated costs are an additional \$1,600.

**Crescent Road Sidewalk Project**

- BFA finished the preliminary plan and updated cost estimate on Jan. 5, which the Board discussed at a work session on Jan. 15. Staff will work with BFA to prepare an alternate option for routing the sidewalk and curb around the utility poles.

**Autumn Leaf Runoff**

- Sent Twin Oaks Presbyterian Church the draft stormwater management agreement and berm plans on Jan. 13. Staff will follow up with the church to assist with moving forward on berm construction.
- Easement description for the final agreement is expected to be completed by the beginning of February.