

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
VIRTUAL MEETING
WEDNESDAY, FEBRUARY 3, 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.

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, by 6 p.m. on February 3, 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.

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 20, 2021
 - b) Board of Aldermen Work Session Minutes from January 15, 2021
 - c) Bills List from January 16 to January 30, 2021
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Police Report — Officer John Wehner
 - b) Park Cameras — Brian Mehl

7) PUBLIC HEARING

- a) Public comment on and consideration of the recommendation of the Planning & Zoning Commission concerning amendments to the City's Zoning Regulations, Chapter 400 of the City of Twin Oaks Municipal Code, Sections 400.490 and 400.500 pertaining to occupancy permit fees and related text, and Section 400.130 pertaining to accessory structures and related text.

8) NEW BUSINESS

- a) Resolution No. 21-2: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH THE CITY OF BALLWIN, MISSOURI REGARDING TWIN OAKS RESIDENTS MEMBERSHIP RATES AND ACCESS PASSES AT CITY OF BALLWIN PARK FACILITIES.
- b) Resolution No. 21-3: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT FOR CURB RESTORATION SERVICES.
- c) Bill No. 21-3: AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF TWIN OAKS AND ADOPTING REVISIONS TO THE OFFICIAL ZONING MAP

9) DISCUSSION ITEMS

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: Feb. 1, 2021, 3 p.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 20, 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 January 6, 2021 Regular Session Minutes, the Bills List from January 6, 2021 to January 15, 2021, the Mastercard Credit Card List from November 16 to December 16, 2020 and the Visa Credit Card from November 3, 2020 to November 30, 2020. Alderman Eisenhauer motioned to approve the Consent Agenda seconded by Alderman Stoeckl. The motion passed by voice vote of four yes, zero no.

REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS

Park Report: Cindy Slama, Park Chairman, was unable to attend the meeting this evening. Alderman Stoeckl delivered the report from the Park Meeting of January 14th. Alderman Stoeckl stated that the Park Committee discussed projects in the Park which they would like to see addressed. The Committee discussed the proposed repair of the electric in the Park. John Williams, Public Works, is in the process of acquiring bids for the repair.

The Committee also discussed the tennis courts and the repairs that will need to be made in the next few years. Discussion ensued concerning the amount of use that the courts receive. There was discussion a lot of people do not realize the courts are in the Park. Suggestions were made to trim the honeysuckle to make the courts more visible. Also, to install signs in the Park which direct visitors to the courts. The Committee discussed if this is something that they would like to consider as a Capital repair and recommend to the Board. No decision was made at that time.

The Committee discussed the Park events for 2021. Alderman Stoeckl reported that the Committee has decided not to hold the Easter Egg Hunt along with the concerts in June and July. They would like to see how things are progressing with the virus and possibly look into having a concert in August. The Committee is also still considering having Family Fun Day which is held the first part of October.

The Committee is looking into having someone from the Department of Conservation to hold a workshop in the Park this Spring on Catch and Release fishing.

Alderman Stoeckl stated that the Committee was wondering the timeline on use of the cow pond area where the slug from the lake restoration was piped. Mayor Fortune stated that BFA was going to do a re-evaluation of the area after a year. City Clerk Johnson will contact Ray Frankenberg of BFA Engineering to discuss this.

Alderman Stoeckl asked if the apartment residents are informed about the Park. Discussion ensued. Mayor Fortune asked City Clerk Johnson to contact the apartments to see if we could put information about the Park on the TV monitor at the apartments.

December Financials: Jeff Blume, Financial Consultant, reviewed the Financial Statements for December 2020 with the Board. Mr. Blume stated that due to the decrease in spending during 2020 the net change in the fund balance is ahead of this time in 2019. At the end of 2020 the balance in the debt service account is \$100,000.00. Mr. Blume stated that the economy is still unpredictable. He recommended that the City still be conservative in their spending.

Compliance with City's Ordinance: Mr. Blume reviewed the 6 Month Compliance statement with the Board. The statement will be published in compliance with the City's ordinance and State Statue.

PRELIMINARY CITIZEN COMMENTS

There were no preliminary citizen comments.

NEW BUSINESS

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: First reading of Bill No. 21-2 was read. Alderman Milne asked if the spraying was for the Park only or the entire City. Mayor Fortune clarified that the spraying is for the entire City. Mayor Fortune ask if there was any further discussion on Bill No. 21-2. The second reading of Bill No. 21-2 was read. Alderman Whitmore motioned to approve Bill No. 21-2, seconded by Alderman Milne and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhower-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 21-2 being duly passed becomes Ordinance No. 21-2.

Resolution 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: City Clerk Johnson gave a brief explanation of the scope of work to be done. The expense of moving the rocks along the stream bed is covered by warranty, however the extra cost will be incurred by moving the larger rocks for seating and the honeysuckle removal. Mayor Fortune asked for any questions concerning Resolution 21-1. Mayor Fortune asked for a motion to approve Resolution 21-1. Alderman Stoeckl motioned to approve Resolution 21-1, seconded by Alderman Eisenhower. The motion passed by voice vote of four yes and zero no.

DISCUSSION ITEMS

Electrical Rewiring In The Park: City Clerk Johnson stated that the electric in the Park is in need of extensive repairs. John Williams, Public Works, has been acquiring bids as well as vetting companies who the he feels will work well with the City for future repairs. Mr. Williams has received one bid for the project at this time which was over \$15,000.00. The City will need to go out to bid for this project. Discussion ensued.

Alderman Milne motioned to approve City Clerk Johnson to go ahead with a Request for Proposal process and add this cost to the Capital projects in the budget, seconded by Alderman Eisenhower and the motion passed by a voice vote.

ATTORNEY'S REPORT

Attorney Rost had nothing to report at this time.

CITY CLERK'S REPORT

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.

MAYOR AND ALDERMAN COMMENTS

Alderman Whitmore asked for the status on the Woodland Oaks light installation. City Clerk Johnson stated that Gerstner is still working with Ameren on where the City should tap into the electrical for the light.

Mayor Fortune stated that sign up for the April election was closed. All positions are unopposed. He congratulated Alderman Eisenhower and Alderman Whitmore on their re-election to their positions.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

ADJOURNMENT

There being no further business, Alderman Eisenhower motioned to adjourn the regular meeting at 7:59 p.m., seconded by Alderman Stoeckl and the motion passed with the unanimous consent of the Board of those present.

Drafted By: _____
Theresa Gonzales,
Administrative Assistant

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk

Russ Fortune,
Mayor, Board of Aldermen

**MINUTES OF THE WORK SESSION
VIRTUAL MEETING
CITY OF TWIN OAKS BOARD OF ALDERMEN
FRIDAY, JANUARY 15, 2021**

The Work Session was called to order by Mayor Fortune at 1:00 p.m. pursuant to public notice and agenda. In attendance via video conference were:

Mayor Russ Fortune

Aldermen Lisa Eisenhauer
Tim Stoeckl
April Milne
Dennis Whitmore

Also Present: Frank Johnson, City Clerk
Paul Rost, City Attorney
Tiffany Campbell, BFA Engineering

PRELIMINARY PLAN FOR CRESCENT AVENUE SIDEWALK PROJECT

Tiffany Campbell with BFA Engineering began the work session by focusing on two aspects of the preliminary plans for the Crescent Avenue Sidewalk Project.

First, Campbell explained that there is a need for a retaining wall along a portion of the project due to the steepness of the grade down from the road. It could be built next to the sidewalk or a smaller version could be built along a portion of the nearby property owner's driveway. The second approach would require a significantly smaller retaining wall, costing about \$15,000 less, but it would also require additional easements and permission from the property owner. City Clerk Johnson noted that depending on the cost of the right-of-way acquisition, there may not be a net savings.

Next, Campbell reviewed the location of existing utilities in the project area, the costs associated with relocating them, alternatives to relocating the utilities, and issues to consider with such alternatives. Following questions from several Aldermen, Campbell and the Board discussed the possibility of widening the sidewalk in the immediate area around utility poles, bridging gaps in the curbing around utility poles, and other options for avoiding the need to move utilities.

Campbell then reviewed each item in the cost estimate with the Board. Mayor Fortune noted that the cost of the sidewalk itself is minimal with the majority of expense deriving from the steps that need to be taken to prepare the project area for construction.

The Board then reviewed the area needed for temporary and permanent easements. Attorney Rost advised the board on the differences between acquiring a sidewalk easement vs. right-of-way. The Board directed Campbell to reduce the temporary area easement show that it more closely follows the contours of the sidewalk.

The Board also discussed the possibility of continuing the sidewalk further to the south so that it would connect with an existing sidewalk at the border between Valley Park and Twin Oaks, and the possibility of widening the road itself and adding a shoulder instead of building a sidewalk.

The Board concluded the discussion on the sidewalk project by directing Campbell and City Clerk Johnson to work together on preparing an additional set of plans that would show an option for building the sidewalk and curb in the proposed project area with minimal moving of utility poles and tree removal. The Board also directed Campbell to prepare a more “user friendly” version of the plans that could be used to present the proposed project to the public and discussed options for engaging with property owners that are directly impacted.

Finally, the Mayor asked the Board and City staff to consider creating a resident survey on what future capital improvement projects they would like the City to prioritize.

ADJOURNMENT

Alderman Eisenhower motioned to adjourn the Work Session Meeting at 2:23 p.m., seconded by Alderman Milne and motion passed with the unanimous consent of the Board of those present.

Drafted By: _____
Frank Johnson,
City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson,
City Clerk

Russ Fortune,
Mayor, Board of Aldermen



CITY OF TWIN OAKS POLICE ACTIVITY REPORT January 2021

Radio CFS:	15
Self Initiated Assignments:	81
Police Reports Written:	3
Total Traffic Stops:	7

Arrests:

Felony	0
Misdemeanor	0
Summons (Arrest Notification)	0

Auto Accidents:

Injury	0
Non Injury	2

Locations: 1358 and 1393 Big Bend Rd

Crimes Reported:	1
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Larceny at 1346 Big Bend Rd

Patrol Bicycle Program:	7.5 hours
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CALLS FOR SERVICE LEGEND

Call Abbreviation

Explanation

AANO	Auto Accident "No Injuries"
AARB	Auto Accident "Road Block"
AAINJ	Auto Accident "Injuries"
ADM	Administrative
ANCONF	Animal Confined
ASTINV	Assist an Invalid
ATSUI	Attempt Suicide
BGLARM	Burglar Alarm
BIKE	Bicycle Patrol
BUSCK	Business Check
CALL	Phone Call
CARE	Report Processing
CCONT	Citizen Contact
CIT	Crisis Intervention Team Deployment
CURFEW	Curfew Violation
DETECT	Detector Sounding
DOA	Death
DOMEST	Domestic Disturbance
DRUG	Drug Violation
DWI	Driving while Intoxicated
EXPAT	Extra Patrol
FALARM	Fire Alarm
FIRE	Fire Call
FPROP	Found Property
FTPAT	Foot Patrol
GARAGE	Open Garage door
INJURY	Accidental Injury
MAIN	Maintenance
MISJUV	Missing/Runaway Juvenile
MOTOR	Motorist Assist
MUNI	Muni Contract Patrol
PCR	Community Relations
RADAR	Traffic Enforcement Radar Assignment
SCNDRY	Secondary
SICK	Sick Case
SMOKE	Smoke Detector
STAT	Station Assignment
SUSVEH	Suspicious Vehilce
TRF	Traffic
VACCK	Vacation Check
VEHCON	Vehicle Conveyance
WRARST	Warrant Arrest
	Stolen License Plate

Comp. #	Nature	Received	Address	City	Zone	Car #/DSN
NONE	MUNI	01/01/21 02:15:12	84 TWO	TWO	5064	3703/4829
NONE	EXPAT	01/01/21 08:14:02	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	01/01/21 11:24:18	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	01/01/21 15:07:27	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/01/21 17:02:01	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/01/21 18:12:30	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	01/01/21 19:18:39	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/01/21 20:15:17	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/01/21 22:30:08	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/01/21 22:42:08	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/02/21 02:24:15	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/02/21 03:39:13	84 TWO	TWO	5064	3703/4829
NONE	EXPAT	01/02/21 09:34:43	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	01/02/21 10:55:05	1230 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	01/02/21 12:27:29	1391 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	01/02/21 15:12:49	1381 BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	01/02/21 16:20:45	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/02/21 17:58:52	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	01/02/21 18:00:12	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/02/21 19:38:54	84 TWO	TWO	5064	2703/4266
NONE	SICK	01/02/21 19:55:39	816 MERAMEC STATION RD	TWO	5064	2703/4266
NONE	EXPAT	01/03/21 02:28:24	BIG BEND RD AND MO141 HWY	TWO	5064	3701/4560
NONE	MUNI	01/03/21 02:57:05	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/03/21 05:08:27	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/03/21 06:49:52	84 TWO	TWO	5064	1703/3468
NONE	MUNI	01/03/21 09:07:21	84 TWO	TWO	5064	1703/3468
NONE	MUNI	01/03/21 16:05:29	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/03/21 18:03:20	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	01/03/21 19:18:37	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/03/21 20:15:35	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/03/21 22:15:12	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/04/21 05:09:40	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/04/21 11:56:34	84 TWO	TWO	5064	1703/4032
NONE	MUNI	01/04/21 15:12:12	84 TWO	TWO	5064	1703/4032
NONE	CALL	01/04/21 16:12:10	1346 BIG BEND RD	TWO	5064	2790/2853

NONE	MUNI	01/04/21 16:19:53	84 TWO	TWO	5064	2703/4045
489	LARC	01/04/21 16:34:03	1346 BIG BEND RD	TWO	5064	2703/4045
NONE	MUNI	01/04/21 20:02:43	84 TWO	TWO	5064	2703/4045
NONE	MUNI	01/05/21 02:44:54	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/05/21 05:12:55	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	01/05/21 07:13:02	1144 MERAMEC STATION RD	TWO	5064	1703/4032
NONE	ADM	01/05/21 08:50:51	232 VANCE RD	VAL	5051	6760/3554
NONE	MOTOR	01/05/21 10:03:17	1327 BOLY LN	TWO	5064	6760/3554
NONE	ADM	01/05/21 10:48:03	15340 MANCHESTER RD	ELV	5235	6760/3554
NONE	EXPAT	01/05/21 14:25:49	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/05/21 16:25:54	84 TWO	TWO	5064	2703/4045
NONE	SICK	01/05/21 17:01:07	1356 BIG BEND RD	TWO	5064	2703/4045
NONE	MUNI	01/05/21 21:42:28	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/06/21 00:29:41	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/06/21 02:46:52	84 TWO	TWO	5064	3703/4829
NONE	BUSCK	01/06/21 04:35:00	1445 BIG BEND RD	TWO	5064	3703/4829
NONE	BIKE	01/06/21 10:54:35	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	INV	01/06/21 11:56:33	1300 BIG BEND RD	TWO	5064	1703/4032
NONE	TRF	01/06/21 13:19:11	BIG BEND RD AND MERAMEC STATION RD	TWO	5064	6760/3554
NONE	EXPAT	01/06/21 13:36:51	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MOTOR	01/06/21 15:10:04	1525 AUTUMN LEAF DR	TWO	5064	6760/3554
NONE	MUNI	01/06/21 16:36:50	84 TWO	TWO	5064	2703/4266
NONE	SICK	01/06/21 16:48:38	816 MERAMEC STATION RD	TWO	5064	2703/4266
NONE	EXPAT	01/06/21 17:57:18	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	01/06/21 18:00:05	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/06/21 20:16:44	84 TWO	TWO	5064	2703/4266
NONE	MUNI	01/06/21 21:53:34	84 TWO	TWO	5064	3703/4829
NONE	EXPAT	01/06/21 22:30:32	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	BUSCK	01/06/21 23:55:37	1445 BIG BEND RD	TWO	5064	3703/4829
NONE	MUNI	01/07/21 02:00:39	84 TWO	TWO	5064	3703/4829
NONE	SICK	01/07/21 06:21:36	816 MERAMEC STATION RD	TWO	5064	1703/4032
NONE	EXPAT	01/07/21 09:31:32	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	01/07/21 12:17:51	1391 BIG BEND RD	TWO	5064	6760/3554
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NONE	MUNI	01/07/21 17:57:21	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/07/21 19:03:10	1393 BIG BEND RD	TWO	5064	2703/4266

NONE	MUNI	01/07/21 20:02:22	84 TWO	TWO	5064	2703/4266
NONE	MUNI	01/07/21 22:02:48	84 TWO	TWO	5064	3703/4829
NONE	EXPAT	01/07/21 22:25:14	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/07/21 23:51:52	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/08/21 02:42:30	84 TWO	TWO	5064	3703/4829
NONE	EXPAT	01/08/21 09:36:49	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BUSCK	01/08/21 12:03:17	806 MERAMEC STATION RD	TWO	5064	6760/3554
NONE	EXPAT	01/08/21 14:01:43	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/08/21 16:06:36	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/08/21 17:33:51	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	01/08/21 18:12:07	1391 BIG BEND RD	TWO	5064	2703/4266
1080	AANO	01/08/21 19:45:12	1358 BIG BEND RD	TWO	5064	2701/3848
NONE	SVEH	01/08/21 19:56:30	1300 BIG BEND RD	TWO	5064	2708/4330
NONE	MUNI	01/08/21 20:36:11	84 TWO	TWO	5064	2703/4266
NONE	MUNI	01/09/21 00:07:11	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/09/21 05:06:28	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/09/21 07:36:20	84 TWO	TWO	5064	1703/3468
NONE	MUNI	01/09/21 09:14:21	84 TWO	TWO	5064	1703/3468
NONE	MUNI	01/09/21 17:10:32	84 TWO	TWO	5064	2703/4045
NONE	MUNI	01/10/21 04:54:07	84 TWO	TWO	5064	3701/4560
NONE	MUNI	01/10/21 07:22:58	84 TWO	TWO	5064	1703/3468
NONE	MUNI	01/10/21 09:26:42	84 TWO	TWO	5064	1703/3468
NONE	MUNI	01/10/21 15:21:34	84 TWO	TWO	5064	2703/4045
NONE	EXPAT	01/10/21 17:54:38	1393 BIG BEND RD	TWO	5064	2703/4045
NONE	MUNI	01/11/21 00:10:40	84 TWO	TWO	5064	3701/4560
NONE	MUNI	01/11/21 02:15:36	84 TWO	TWO	5064	3701/4560
NONE	EXPAT	01/11/21 09:01:37	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	01/11/21 12:19:04	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/11/21 17:05:36	84 TWO	TWO	5064	2703/4330
NONE	MUNI	01/11/21 21:45:03	84 TWO	TWO	5064	3703/4829
NONE	BGALRM	01/11/21 23:20:03	1356 BIG BEND RD	TWO	5064	3703/4829
NONE	MUNI	01/12/21 01:43:10	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/12/21 04:11:44	84 TWO	TWO	5064	3703/4829
NONE	EXPAT	01/12/21 10:25:17	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	ADM	01/12/21 11:02:40	15340 MANCHESTER RD	ELV	5235	6760/3554
NONE	BIKE	01/12/21 12:42:29	1 TWIN OAKS CT	TWO	5064	6760/3554

NONE	MUNI	01/12/21 16:35:17	84 TWO	TWO	5064	2703/4266
NONE	TRHAZ	01/12/21 18:00:36	MO141 HWY AND BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	01/12/21 18:50:41	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/12/21 20:33:36	84 TWO	TWO	5064	2703/4266
NONE	MUNI	01/12/21 21:30:54	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/13/21 02:06:20	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/13/21 04:18:22	84 TWO	TWO	5064	3703/4829
NONE	CCONT	01/13/21 08:06:03	1381 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	01/13/21 11:49:56	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BIKE	01/13/21 12:43:52	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/13/21 16:57:12	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/13/21 18:07:48	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/13/21 20:03:53	84 TWO	TWO	5064	2703/4266
NONE	BUSCK	01/13/21 20:50:02	1391 BIG BEND RD	TWO	5064	3703/4829
NONE	TRF	01/13/21 22:46:40	BIG BEND RD AND LA BONNE PKWY	TWO	5041	3701/4560
NONE	MUNI	01/13/21 22:53:30	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/14/21 00:11:00	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/14/21 02:55:32	84 TWO	TWO	5064	3703/4829
NONE	EXPAT	01/14/21 09:14:29	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	FALRM	01/14/21 10:04:40	1230 BIG BEND RD	TWO	5064	6760/3554
1839	AANO	01/14/21 11:31:20	1393 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	01/14/21 13:22:40	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/14/21 16:09:11	84 TWO	TWO	5064	2703/4266
NONE	MUNI	01/14/21 20:22:55	84 TWO	TWO	5064	2703/4266
NONE	MUNI	01/15/21 00:10:41	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/15/21 05:15:40	84 TWO	TWO	5064	3703/3168
NONE	ADM	01/15/21 09:21:50	232 VANCE RD	UNI	5051	6760/3554
NONE	BGALRM	01/15/21 10:08:25	840 MERAMEC STATION RD	TWO	5064	6760/3554
NONE	EXPAT	01/15/21 10:51:45	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	FALRM	01/15/21 13:52:53	830 MERAMEC STATION RD	TWO	5064	6760/3554
NONE	MUNI	01/15/21 15:26:29	84 TWO	TWO	5064	2703/4045
NONE	BUSCK	01/15/21 21:43:26	1393 BIG BEND RD	TWO	5064	3702/4888
NONE	MUNI	01/16/21 00:32:10	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/16/21 05:10:39	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/16/21 07:28:02	84 TWO	TWO	5064	1703/4032
NONE	EXPAT	01/16/21 08:30:20	1 TWIN OAKS CT	TWO	5064	6760/3554

NONE	SICK	01/16/21 11:13:12	1592 AUTUMN LEAF DR	TWO	5064	
NONE	INV	01/16/21 12:27:38	232 VANCE RD	UNI	5051	6760/3554
NONE	EXPAT	01/16/21 14:18:26	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/16/21 18:21:32	84 TWO	TWO	5064	2703/4045
NONE	MUNI	01/16/21 21:11:32	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/16/21 22:30:45	84 TWO	TWO	5064	2703/4045
NONE	BUSCK	01/16/21 22:56:51	1391 BIG BEND RD	TWO	5064	3703/4829
NONE	MUNI	01/17/21 01:59:00	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/17/21 04:53:07	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/17/21 08:05:32	84 TWO	TWO	5064	1703/4032
NONE	MUNI	01/17/21 08:10:03	84 TWO	TWO	5064	1703/4032
NONE	MUNI	01/17/21 12:22:34	84 TWO	TWO	5064	1702/3170
NONE	MUNI	01/17/21 16:59:22	84 TWO	TWO	5064	2703/4045
NONE	MUNI	01/17/21 20:04:39	84 TWO	TWO	5064	3703/4829
NONE	SICK	01/17/21 20:09:56	1300 BIG BEND RD	TWO	5064	3702/4278
NONE	MUNI	01/17/21 20:57:09	84 TWO	TWO	5064	2703/4045
NONE	PDIST	01/17/21 22:06:51	1324 BOLY LN	TWO	5064	3703/4829
NONE	MUNI	01/17/21 22:32:38	84 TWO	TWO	5064	3703/4829
NONE	MUNI	01/18/21 02:26:47	84 TWO	TWO	5064	3703/4829
NONE	BUSCK	01/18/21 02:39:45	1445 BIG BEND RD	TWO	5064	3703/4829
NONE	MUNI	01/18/21 06:45:21	84 TWO	TWO	5064	1703/3468
NONE	MUNI	01/18/21 10:48:54	84 TWO	TWO	5064	1703/3468
NONE	MUNI	01/18/21 17:00:56	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/18/21 18:14:20	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	01/18/21 19:36:51	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/18/21 21:07:20	84 TWO	TWO	5064	2703/4266
NONE	TR	01/18/21 22:11:07	MO141 HWY AND BIG BEND RD	TWO	5064	3750/4794
NONE	MUNI	01/19/21 00:19:18	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/19/21 05:15:43	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	01/19/21 09:34:19	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	01/19/21 14:32:13	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	CCONT	01/19/21 16:56:32	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	01/19/21 17:11:49	84 TWO	TWO	5064	2703/4266
NONE	TRF	01/19/21 22:02:04	BIG BEND RD AND WOODLAND OAKS DR	TWO	5070	3702/4895
NONE	MUNI	01/20/21 02:51:01	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	01/20/21 04:49:14	1300 BIG BEND RD	TWO	5064	3703/3168

NONE	MUNI	01/20/21 05:08:16	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/20/21 05:08:51	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	01/20/21 13:42:43	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/20/21 16:35:34	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	01/20/21 19:05:58	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	01/20/21 20:49:58	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	TRF	01/20/21 21:54:15	MO141 HWY AND BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	01/20/21 22:00:30	84 TWO	TWO	5064	2703/4266
NONE	MUNI	01/21/21 01:01:49	84 TWO	TWO	5064	3703/3168
NONE	MUNI	01/21/21 01:02:38	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	01/21/21 01:47:20	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	01/21/21 04:50:51	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	01/21/21 06:41:43	CRESCENT AVE AND VALLEY SCHOOL DR	TWO	5064	1732/3910
NONE	EXPAT	01/21/21 06:41:49	CRESCENT AVE AND VALLEY SCHOOL DR	TWO	5064	1732/3910
NONE	EXPAT	01/21/21 09:54:55	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BIKE	01/21/21 10:55:23	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	01/21/21 16:40:15	84 TWO	TWO	5064	2703/4045
NONE	MUNI	01/21/21 20:34:52	84 TWO	TWO	5064	2703/4045
NONE	MUNI	01/22/21 01:03:30	84 TWO	TWO	5064	3703/3168
NONE	TRF	01/22/21 01:10:31	MO141 HWY AND BIG BEND RD	TWO	5064	3706/3102
NONE	MUNI	01/22/21 04:45:38	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	01/22/21 05:03:32	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	RADAR	01/22/21 06:01:32	CRESCENT AVE AND VALLEY SCHOOL DR	TWO	5064	6760/3554
NONE	TRF	01/22/21 06:07:21	VALLEY SCHOOL DR AND JEFFERSON AVE	VAL	5051	6760/3554

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE
ZONING CODE OF THE CITY OF TWIN OAKS AND ADOPTING
REVISIONS TO THE OFFICIAL ZONING MAP**

WHEREAS, pursuant to § 400.550 of the Twin Oaks City Code, the Board of Aldermen may from time to time, on its own motion or on petition of the Planning and Zoning Commission, amend, supplement, change, modify or repeal by ordinance the regulations or districts herein or subsequently established after receiving the Planning and Zoning Commission's recommendation and report; and

WHEREAS, the City desires to make text amendments to the code to clarify certain fee and insert language pertaining to accessory structures in the Twin Oaks Zoning Regulations, Chapter 400 of the Municipal Code (hereinafter the "Zoning Code"); and

WHEREAS, on January 27, 2021, the Planning and Zoning Commission recommended that the Board of Aldermen approve of the proposed amendment of the Zoning Code attached hereto and incorporated herein; and

WHEREAS, the Board of Aldermen, after careful and due deliberation and following a duly noticed public hearing held on February 3, 2021 in accordance with § 400.550 and § 89.060 RSMo., has concluded that the adoption of the proposed amended Zoning Code would be in the interests of health, safety, and welfare of the citizens of the City.

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

Section 1. Section 400.490, Certificates of Occupancy, of Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, is hereby amended by repealing Section 400.490 in its entirety and adopting in its place a new Section 400.490 to read as follows:

Section 400.490. Certificates of Occupancy.

- A. No land shall be used and no building erected, converted, enlarged, reconstructed, or structurally altered after the effective date of this Chapter shall be occupied in whole or in part until a certificate of occupancy is issued by the Code Enforcement Official stating that the use or building complies with the requirements of this Chapter, the Building Codes adopted in Chapter 500, and the ordinances of the City. Issuance of the certificate of occupancy may include prior review by the officials designated by the City Clerk or contracted by the City to administer the City Building Code.
- B. Certificates of occupancy for newly built or altered premises shall be applied for coincidentally with the application for a building permit and shall be issued within ten (10) days after the lawful erection, reconstruction or alteration is completed. A record of all building permits and certificates of occupancy shall be kept on file in the City office and copies shall be furnished on request to any person having a proprietary or tenancy interest in the land, building or premises affected.
- C. Whenever the sale of a building results in a change in the ownership or occupancy, or whenever the premises are rented to any first or successor lessee, or whenever there is

a change in use of the premises and more than one hundred eighty (180) days has elapsed since the date of the last occupancy inspection of the premises, the buyer or lessee shall be required to possess an occupancy permit in accordance with the provisions of this Section.

- D. The occupancy permit shall not be issued by the Code Enforcement Official until the building or premises has been inspected and the inspector has affixed to the application for such permit an approval that the proposed use and any buildings or structures involved comply in all respects with the provisions of the approved building permit or the Building Codes. If the Code Enforcement Official finds that the use is in compliance with all applicable provisions of this Section, the Building Codes, and all other applicable City ordinances, he or she may issue said occupancy permit.
- E. The Code Enforcement Official may issue a temporary, thirty-day occupancy permit for a part of a commercial building or for temporary occupancy of a residential premises pending completion of construction or repairs provided the proposed use complies with all applicable requirements of the City ordinances
- F. The inspection fee established in Section 400.500 of this Chapter shall include one (1) reinspection, if required as a result of deficiencies noted in the original inspection. Additional and subsequent inspections required by the Code Enforcement Official in order to verify compliance shall be made only after deposit of a new fee.
- G. No provision contained in this Section shall be interpreted as restricting the right of a seller or lessor to make application and pay the fee for an inspection and occupancy permit.

Section 2. Section 400.500.A, Fees and Deposits, of Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, is hereby amended by repealing only Subsection A of Section 400.500 and adopting in its place a new Subsection A to read as follows:

Section 400.500. Fees and Deposits.

- A. The fees and deposits for applications, filings, City review, and exceptions and appeals therefrom pertaining to the City's regulation of land use are established as follows:
 - 1. Zoning Code. Fees for the various permits and applications required by Chapter 400, the City's Zoning Code, and payable at the time of application, shall be as follows:

Application/Permit		Amount of Fee/ Deposit	Zoning Code Reference
1.	Rezoning	\$250.00 plus \$50.00 per acre or part thereof	§ 400.550
2.	Text amendments	\$250.00	§ 400.550
3.	Site plan approval	\$100.00 plus \$20.00 per acre or part thereof	§§ 400.170, 400.230, 400.370
4.	Conditional use permit	\$250.00	§§ 400.420-400.430
5.	Board of Adjustment (appeals/ variances)	<ul style="list-style-type: none"> • Single Family Residential <ul style="list-style-type: none"> ○ \$50.00 for all acreage • Commercial and Multi-Family 	§ 400.580 § 410.150

		Residential <ul style="list-style-type: none"> ○ \$100.00 for less than 1/4 acre ○ \$150.00 for 1/4 acre and up to but less than 1/2 acre ○ \$200.00 for 1/2 acre and up to but less than 1 acre ○ \$300.00 for 1 acre or more • Signs <ul style="list-style-type: none"> ○ \$100.00 for signs 	
6.	Building permit	<ul style="list-style-type: none"> • \$80.00 (residential) • \$150.00 (commercial — new construction/ addition) • \$85.00 (commercial-- alteration/tenant finish) • \$150.00 (demolition for residential/ commercial) 	§ 500.120
7.	Occupancy permit	Applicant shall pay City amount equal to the inspection fee incurred by City from St. Louis County; current rates to be kept on file with City Clerk	§ 400.490
8.	Administrative permit (telecommunications)	\$500.00	§ 400.440(G)(2)
9.	Development plan or planned residential district approval	\$1,500.00	§§ 400.340, 400.440
10.	Home occupation	\$25.00	§§ 400.130, 400.190
11.	Special business permit procedure	\$250.00	§ 400.180

Section 3. Section 400.130, "A" Single-Family Dwelling District Regulations, of Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, is hereby amended by amending the first paragraph of Subsection A.7 to add the underlined words and remove the struck-through words as follows:

7. Accessory buildings, structures, or ~~accessory~~ uses as specified below, provided that no accessory building, structure or ~~accessory~~ use shall be located in the front yard or within the applicable side and rear setbacks set forth in Section 400.150(A):

Section 4. The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

Section 5. 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 3rd DAY OF FEBRUARY 2021.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

RESOLUTION NO. 21-02

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH THE CITY OF BALLWIN,
MISSOURI REGARDING TWIN OAKS RESIDENTS MEMBERSHIP
RATES AND ACCESS PASSES AT CITY OF BALLWIN PARK
FACILITIES.**

WHEREAS, the City of Ballwin owns and operates The Pointe at Ballwin Commons, North Pointe Aquatic Center, Ballwin Golf Course, and other park grounds; and

WHEREAS, the City of Twin Oaks and the City of Ballwin wish to enter into an agreement that would allow City of Twin Oaks residents membership and access passes to these facilities at a discounted rate, the same rate paid by City of Ballwin Residents; and

WHEREAS, as part of the agreement, the City of Twin Oaks will reimburse the City of Ballwin the difference between resident and non-resident rates for park facility passes and membership fees sold to Twin Oaks residents.

NOW THEREFOR, 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 an agreement on behalf of the City of Twin Oaks with the City of Ballwin (“Ballwin”), Missouri, allowing city of Twin Oaks Residents rates for memberships and access passes at the certain City of Ballwin parks and facilities, as stated more fully in the attached agreement, which agreement shall be in substantially the form of “Exhibit 1,” attached hereto and incorporated herein by reference (the “Agreement”).

Section 2. Pursuant to the Agreement, the City of Twin Oaks will reimburse the Ballwin for the difference between resident and non-resident rates for park facility passes and membership fees sold to Twin Oaks Residents. Ballwin will provide a report to Twin Oaks by the 5th of each month for the previous month’s sales of memberships to Twin Oaks residents.

Section 3. 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 3rd DAY OF FEBRUARY 2021,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit 1



This agreement is made and entered into by The City of Ballwin (“The City”) and The City of Twin Oaks (“Twin Oaks”) WHEREAS, The City of Ballwin owns and operates The Pointe at Ballwin Commons, North Pointe Aquatic Center, Ballwin Golf Course and all park grounds (“the facility”) located at # 1 Ballwin Commons Drive, Ballwin, Missouri; and NOW, THEREFORE, in consideration of the premises and conditions contained herein, all of acknowledged by the City and Twin Oaks to be good, valuable and sufficient consideration, it is understood and agreed as follows:

1. Scope of Services

- a. Under this agreement Twin Oaks Residents may purchase memberships and passes at Ballwin Resident rates.
- b. Twin Oaks residents will receive Ballwin Resident Greens Fees at the Ballwin Golf Course with the purchase of a Platinum Membership.
- c. To qualify for the reciprocal program Twin Oaks Residents must pay in full for memberships and passes. Monthly debit programs will not be available under this agreement.
- d. Twin Oaks residents must provide proof of City of Twin Oaks address to receive Ballwin resident rates

Pointe at Ballwin Commons Memberships			
Pass Type	Twin Oaks Membership Rate	Non-Resident Rate	Twin Oaks Resident Savings
Youth (3-18)	\$216	\$348	\$132
Adult (19-61)	\$372	\$576	\$204
Senior (62+)	\$204	\$360	\$156
Hero	\$204	\$360	\$156
Sr. Couple	\$288	\$492	\$204
Single +1	\$468	\$732	\$264
Family	\$528	\$816	\$288
Platinum Memberships (Includes The Pointe, North Pointe & Resident Greens Fees)			
Pass Type	Twin Oaks Membership Rate	Non-Resident Rate	Twin Oaks Resident Savings
Youth (3-18)	\$372	\$528	\$156
Adult (19-61)	\$564	\$816	\$252
Senior (62+)	\$408	\$576	\$168
Hero	\$408	\$576	\$168
Sr. Couple	\$528	\$768	\$240
Single +1	\$828	\$984	\$156
Family	\$912	\$1,176	\$264
North Pointe Pool Passes			

Pass Type	Twin Oaks Membership Rate	Non Resident Rate	Twin Oaks Resident Savings
Youth (3-18)	\$97	\$153	\$56
Adult (19-61)	\$125	\$216	\$91
Senior (62+)	\$97	\$153	\$56
Hero	\$97	\$153	\$56
Sr. Couple	\$153	\$233	\$80
Single +1	\$205	\$341	\$136
Family	\$239	\$364	\$125

2. Term

a. The term of the contract shall be *January 25, 2021 - December 31, 2021*

3. Compensation

- a. Twin Oaks will reimburse The City the difference between resident and non-resident passes and memberships sold to Twin Oaks Residents.
- b. The City will provide a report of Twin Oaks Membership Sales by the 5th of every month for the previous month's sales. Email to Twin Oaks with the amount due.

4. Registration Policy

a. The City will assume all registration procedures.

5. Refund Policy

a. The City's cancellation policy will be implemented.

6. Cancellation

a. Either party may determine to cancel this agreement at any time.

7. Information Provided to the City of Ballwin

a. Twin Oaks will provide The City a complete street guide for all residences within Twin Oaks.

8. Information Provided to Twin Oaks

- a. The City will provide Twin Oaks a monthly invoice complete with
 - 1. Name of purchaser/s
 - 2. Address of purchaser/s
 - 3. Date of Purchase
 - 4. Amount of Purchase
 - 5. Amount owed to The City

10. Communication

a. The City shall designate the Director of Parks and Recreation to manage contracts between The City and Twin Oaks.

11. Marketing

The City may promote the membership and pass programs with Twin Oaks through the City's normal methods, which presently includes flyers, social media, bi-annual brochures, press releases at no additional cost to Twin Oaks. Twin Oaks may use additional marketing and is responsible for marketing the facility and its services in a positive manner.

In the event that either party fails to perform its obligations and responsibilities hereunder and fails to remedy the same, the other party shall have the right to terminate this contract.

Non-discriminate services shall be provided with the understanding that all programs at the facility are available to people of all abilities.

The undersigned agree to execute this contract:

Twin Oaks Sign: _____

Date: _____

Twin Oaks Print: _____

City of Ballwin Sign: _____

Date: _____

City of Ballwin Print: _____

RESOLUTION NO. 21-03

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT FOR CURB RESTORATION
SERVICES.**

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 an agreement on behalf of the City of Twin Oaks with _____ for curb restoration services, which agreement shall be in substantially the form of “Exhibit 1” attached hereto and incorporated herein by reference.

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 3rd DAY OF FEBRUARY 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 _____, 2021, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and _____ a Missouri _____, hereinafter referred to as "Contractor," with a business mailing address of _____.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain curb restoration services, as shown 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: *2021 Curb Restoration – Autumn Leaf Drive*.

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 which street restoration services are 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

Upon completion of the Work to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed \$_____ for the Work as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Work.

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 _____, 2021, and shall be completed in a reasonable manner no later than _____, 2021. 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 \$50.00 per day as liquidated 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.

[Insert Contractor Name]

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:

- *Work Authorization Program.* If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as **Exhibit B**) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- *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.
- Contractor further agrees to pay not less than the prevailing hourly wage of wages set out on the wage order attached hereto as **Exhibit C** (if applicable) and made part of the specification for Work under this Agreement, to all workers performing any work under this Contract. The Contractor will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any Work done under the contract by the Contractor.

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 D**, 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 D**, 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. The special provisions set forth on **Exhibit A** are incorporated herein by reference and made a part hereof.

EXHIBIT A
Proposal

**EXHIBIT B
AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____, first being duly sworn, on my oath and affirms that _____ (“Company”) is enrolled and will continue to participate in federal work authorization program with respect to employees that will work in connection with the contracted services related to and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company’s participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIAPTES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER’S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS - 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.).

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

Subscribed and sworn to before me this ____ day of _____, 2021.

My commission expires:

Notary Public

Exhibit C

N/A

Exhibit D

Insurance in an amount acceptable to the City.

December 17, 2020

Mr. Russ Fortune
City of Twin Oaks
1381 Big Bend Road
Twin Oaks, MO 63021

Estimate to saw cut 180 linear feet of street edge to allow the excavation for the installation of a vertical concrete curb. The curb would extend approximately 1' below grade and 6" above grade. The curb would be 6"-8" wide. The concrete would be 4,500 psi mix with fiber mesh reinforcement. Two 1/2" steel rebar would be installed for the full length of the curb. The curb would step down to grade as needed in two locations at sidewalk intersections.

Project total.....\$8,550.00

Proposal

Oneo & Botta Concrete Co.

8526 DELPORT
ST. LOUIS, MO 63114
(314) 427-3800 FAX (314) 427-4106

ATTN: John Williams

PROPOSAL SUBMITTED TO City of Twin Oaks STREET 1381 Big Bend Road CITY, STATE AND ZIP CODE Twin Oaks, MO, 63026 ARCHITECT _____ DATE OF PLANS _____	PHONE _____ DATE January 22, 2021 JOB NAME Curb Repairs JOB LOCATION Autumleaf Drive
--	--

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Base Bid:

- A) Saw cut asphalt and remove existing curb (180 linear feet) at (1) location.
We include saw cutting, removals as required, dump truck, dump fees, traffic control, and misc., materials.**
- B) Form, pour and finish 180 linear feet of vertical curb.
We include rock (leveling fill), concrete (regular), labor, finish, expansion joint, curing compound and misc., materials.**

Base Bid: \$7,995 (Seven Thousand Nine Hundred Ninety Five Dollars).

**Alternate Add to Base Bid: To remove and replace (6) 4' x 8' bench pads that have settled at the park.
We include all removals as required, dump truck, dump fees, rock (leveling fill), concrete (colored), labor, finish, and misc. materials.**

Alternate add to Base Bid: \$2,875 (Two Thousand Eight Hundred Seventy Five Dollars).

* This Proposal is based on using AIA #401 SubContract.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
Dollars _____ (\$ _____)

Payment to be Made as follows

As work is completed, upon receipt of statement!

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

**Note: This proposal may be
Withdrawn by us if not accepted within 30 days.**

Signature

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Date of Acceptance

Signature



Frank Johnson <fjohnson@cityoftwinoaks.com>

Fwd: Curb Replacement

1 message

John Willams <jwilliams@cityoftwinoaks.com>
To: Frank Johnson <fjohnson@cityoftwinoaks.com>

Tue, Jan 19, 2021 at 11:23 AM

----- Forwarded message -----

From: **Wayne Leesmann** <wayne@lamkeinc.com>
Date: Tue, Jan 19, 2021, 11:18 AM
Subject: Curb Replacement
To: jwilliams@cityoftwinoaks.com <jwilliams@cityoftwinoaks.com>

Excavation, labor , equipment and materials to install 180 lf of concrete curb
Backfill Seed and straw
\$9780.00

Sent from my iPhone

City Clerk's Report

City of Twin Oaks, Board of Alderman

January 29, 2021

General Updates

Reciprocal Agreement with City of Ballwin

- Agreement approved by Ballwin at their Jan. 25 meeting and is on the agenda for your approval at the Feb. 3 meeting.

Aldi's Development

- The Planning and Zoning Commission recommended approval of the preliminary development application with conditions at their meeting on Jan. 27. Plans and application materials were emailed to the board on 1/28.
- Public hearing and Board consideration are scheduled for the Feb. 16th meeting.

Dunkin Donuts Construction

- The City received notification that the developer for the Dunkin Donuts has received sign-off and approval from MSD. This was one of the major items preventing construction from commencing.

Papa Murphy's Ownership

- The Papa Murphy's located at 1393 Big Bend Rd. is under new ownership. The new owner is Tim Garner. He has submitted his application for the business license and is in the process of getting his re-occupancy inspection from St. Louis County.

Dog Bite of City Employee

- On the morning of Tuesday, Jan. 26, John Williams received a minor injury from a dog bite while working in the park. The owner of the dog is a Twin Oaks resident and was walking the dog on leash through the park. John had interacted with the resident and his dog on several occasions previously and approached the dog on his own.
- John immediately received treatment at a Total Access Urgent Care, where the bite was cleaned and bandaged. It did not require any stitches and the doctor cleared him to return to work with no limitations.
- A claim has been filed with the city's insurance provider, Accident Fund, to pay for the cost of the treatment. The bite was also reported to the St. Louis County Department of Health.

Project Updates

Electrical Repairs in the Park

- Staff is continuing to work on the RFP for the electrical repairs and upgrades in the park.

Condo Curb Repairs

- Maintenance staff has received three bids for this work, one for \$8,550 from Crowder, one for \$9,780 from Lamke, one for \$7,995 from Oreo & Botto.

Woodland Oaks Light

- Gerstner Electric is working with Ameren to get an estimate for the cost to create a new connection to the utility pole on Big Bend Road just east of the Woodland Oaks entrance. Gerstner and John Williams will be meeting Ameren on Monday at the site to verify what's needed to make the connection.
- Gerstner's estimated costs are an additional \$1,600, plus any fees or charges from Ameren.

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 is working with BFA to prepare an alternate option for routing the sidewalk and curb around the utility poles. We should have these ready for discussion at a work session before the Feb. 16th meeting.
 - Work on this has been delayed to the plan designer previously contracting COVID-19 and quarantining. The employee is now back at work.

Autumn Leaf Runoff

- Twin Oaks Presbyterian Church has engaged a member of the congregation who owns Knibb's Lawn Service as their contractor for this project. At Mr. Knibb's suggestion, the church is considering digging a swale on the church side of the berm. Mr. Knibb has talked with Tiffaney Campbell at BFA and she does not have any initial concerns based on what was described, provided that the berm is 12" above the level of the soccer field. Mr. Knibb is also looking into additional drainage for the soccer field.
- Mr. Knibb's is working on a revised plan and should have that to the city for our review soon. The maintenance agreement drafted by City Attorney Paul Rost stipulates that the plan must be approved by the City.
- Once the church's plan is approved and we have the easement description, we will work on getting the maintenance agreement signed.
- The church and the contractor are both aware of the need to get this completed by the spring and are working with that goal in mind. However, this project will likely require a permit from St. Louis County and that could potentially delay the work.

Cow Pond in Twin Oaks Park

- BFA advised that, at this point, the City can consider projects such as a council ring, paths or picnic tables for the area. However, given that it will likely continue to settle for some time, they do not recommend more substantial projects or structures, such as a parking lot or a building.

- In addition, there is still an open permit with St. Louis County on the area that needs to be closed before any project could be undertaken. We need them to sign off that the grass has been successfully established in the area.