

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, MAY 5, 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 be open to public attendance in person, providing that those who attend wear face coverings and maintain appropriate physical distance.

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 5 p.m. on May 5, 2021, and their comments will be shared with the Board at the appropriate time.

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 Work Session Minutes from April 28, 2021
 - b) Board of Aldermen Regular Session Minutes from April 28, 2021
 - c) Bills List from April 24 to April 30, 2021
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Police Report — Officer John Wehner
 - b) Park Committee
- 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) Resolution No. 2021-11: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH TOPPS PAVING AND SEALING LLC FOR STREET EXCAVATION AND REPAIR.
- b) Resolution No. 2021-12: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH VINCE MARTIN FOR MUSICAL ENTERTAINMENT DURING THE 2021 CONERT IN TWIN OAKS PARK.
- c) Committee/Commission Reappointments

9) DISCUSSION ITEMS

- a) Commercial Activity and Facility Reservations in Twin Oaks 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: May 3, 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 WORK SESSION
TWIN OAKS CITY HALL
CITY OF TWIN OAKS BOARD OF ALDERMEN
WEDNESDAY, APRIL 28, 2021**

The Work Session was called to order by Mayor Fortune at 6:19 p.m. pursuant to public notice and agenda. Roll Call was taken:

Mayor Russ Fortune-yea

Aldermen Lisa Eisenhauer –yea
Tim Stoeckl-yea
April Milne – yea
Dennis Whitmore – yea

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

CRESCENT AVENUE SIDEWALK PROJECT

City Clerk Johnson reviewed the discussion from the Open House regarding the Crescent Avenue sidewalk project held April 19th. The outstanding point that came out of the discussion was the need to see a comprehensive plan of making the City a safe and walkable community. The survey which was sent out via email, the City’s website, Facebook and Nextdoor has received 54 responses. The data collected from this survey was reviewed as well as the comments which were collected. The survey was not scientific but an opportunity for those unable to attend the Open House to voice their opinions or questions.

Bob and Karen Dresner and Denise Deckert who live in the area of the sidewalk project would like to see the survey sent out in a different manner since not everyone uses email or are on social media. They would also like to see modifications made to the questions which would provide more in-depth data.

Ms. Deckert feels that before the City takes the first step with this project they need a plan for the rest of Crescent Avenue and the remainder of the community, and that the plan should be developed before disrupting resident’s property. Ms. Deckert stated she either walks or runs Crescent Avenue nearly every day and feels that the stretch from Golden Oak Ct. to Meramec Station presents more of a safety issue than from Golden Oak Ct. to Crescent Road. She feels that she was given only two choices, and that she liked neither choice.

Ms. Dresner agreed that the road is unsafe but is opposed to the construction of the sidewalk. She has spoken with other residents of Crescent Avenue and Golden Oak who were not in attendance but are opposed to sidewalks in the area. She feels that there are other tactics to control the traffic along Crescent Avenue. She stated that Officer John Wehner does a great job, but wondered if it be possible for the City to have an additional police officer when Officer Wehner is not on duty. Mr. Dresner inquired about speed bumps along Crescent Avenue. He realizes that the fire department is not in favor of the speed bumps but wanted to know if they have the final say in this matter. Tiffany Campbell of BFA Engineering stated that the County has a process which the City would have to follow if the decision was made to install speed bumps. City Clerk Johnson questioned since the road is owned by Twin Oaks would the City still have to go through St. Louis County.

Mayor Fortune stated that the cost of doing a comprehensive sidewalk plan for the City would be out of the City's reach. The Board felt that the safety issue along Crescent Avenue could be addressed in a substantial way with the construction of the proposed sidewalk and be within the City's budget. Mayor Fortune also stated that Valley Park is in the early stages of looking into moving their City Hall to the fire house on Crescent Avenue. If this occurs he has spoken to the Valley Park attorney and voiced that he would like to see Valley Park help in the construction of sidewalks along their side of Crescent Avenue.

Mayor Fortune stated that making a Community more walkable does not always require sidewalks. There are other options to achieve this goal.

Alderman Whitmore feels that the Board has identified a critical safety issue with in the City and the Board is wanting to address this issue with this sidewalk project.

Alderman Milne stated that studies show that sidewalks not only address safety but improve the property value of the homes.

Alderman Stoeckl stated that Jeff Blume, the City's Financial Consultant, has cautioned the City to be conservative in their spending and plan financially for larger projects such as the sidewalk project. Spending this amount of money at this time gives him great concern. The City has proposed 2 different sidewalk projects within the recent past, both of which have been tabled. He feels that these projects should take precedence over the Crescent Avenue project. Alderman Stoeckl is concerned that two of the homeowners that are being affected by the sidewalk are opposed to the project. He does not feel that their concerns are being heard. Alderman Stoeckl stated that at this time he is not in favor of proceeding with this project.

The Board was in agreement to hold a Work Session on May 5th to discuss the three sidewalk projects and prioritize these projects in order of importance.

ADJOURNMENT

Alderman Milne motioned to adjourn the Work Session Meeting at 7:12 p.m., seconded by Alderman Eisenhower and 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 REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, APRIL 28, 2021**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:19 pm. Roll Call was taken:

Mayor: Russ Fortune – yea

Aldermen: April Milne – yea Lisa Eisenhauer – yea
Dennis Whitmore – 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 Eisenhauer motioned to approve the Agenda, seconded by Alderman Whitmore. 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 April 7, 2021 Work Session Minutes, the April 7, 2021 Regular Session Minutes, the Bills List from April 3, 2021 to April 23, 2021, the Credit Card List from February 1, 2021 to February 28, 2021 and the Credit Card List from March 1, 2021 to March 31, 2021. Alderman Whitmore motioned to approve the Consent Agenda seconded by Alderman Milne. The motion passed by voice vote.

ELECTION RESULTS

Resolution No. 2021-11-A Resolution Of The Twin Oaks Board Of Aldermen Accepting The Abstract Of The City Election Held On April 6, 2021 As Returned To The City By the Board Of Election Commissioners Of St. Louis County:

Mayor
Russ Fortune 57 votes

Aldermen
Lisa Eisenhauer 54 votes
Dennis Whitmore 49 votes

Mayor Fortune asked for any questions concerning Resolution 2021-11. Mayor Fortune asked for a motion to approve Resolution 2021-11. Alderman Milne motioned to approve Resolution 2021-11, seconded by Alderman Whitmore. The motion passed by voice vote.

ADJOURNMENT SINE DIE

Mayor Fortune asked for a motion declaring the meeting over via adjournment sine die. Alderman Stoeckl motion to adjourn, seconded by Alderman Milne. The motion passed by a voice vote.

OATHS OF OFFICE

City Clerk Johnson swore in Lisa Eisenhauer and Dennis Whitmore each for a two-year term as Aldermen for the City of Twin Oaks, and Russ Fortune as Mayor for the City of Twin Oaks for a two-year term.

ROLL CALL OF NEW BOARD

Roll call was taken for the new Board.

Mayor: Russ Fortune-yea

Aldermen: April Milne – yea Lisa Eisenhauer – yea
Dennis Whitmore – yea Tim Stoeckl – yea

ELECT BOARD PRESIDENT

Mayor Fortune stated that it is an annual requirement to elect a Board President. He asked for the Aldermen to write down who they would like to see as Board President. Lisa Eisenhauer was voted in as President of the Board of Aldermen.

REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS

March Financial Statements: Jeff Blume, Financial Consultant, reviewed the Financial Statements for March 2021 with the Board. Mr. Blume stated that sales tax receipts had been running lower than expected. He does see a trend with the April tax reports of an

increase. If the trend continues he feels that the City should have in excess of \$100,000 which will fully fund the “sinking fund” for 2021.

Mr. Blume also stated that the City’s finances are stable at this time due to lower spending during last year and the beginning of this year.

PRELIMINARY CITIZEN COMMENTS

There were no Preliminary Citizen Comments.

OLD BUSINESS

Resolution 2021-10-A Resolution Of The Twin Oaks Board Of Aldermen Approving An Agreement With Game World Event Services LLC For Bungee Trampoline Activities At Twin Oaks Family Fun Day, October 2, 2021: City Clerk Johnson stated that this Resolution was tabled pending several items being revised in the contract. Mayor Fortune asked for any questions concerning Resolution 2021-10. Mayor Fortune asked for a motion to approve Resolution 2021-10. Alderman Whitmore motioned to approve Resolution 2021-10, seconded by Alderman Milne. The motion passed by voice vote of four yes, zero no.

NEW BUSINESS

Appointment To The Park Committee: Cindy Slama has resigned from the Park Committee. Mayor Fortune stated that this leaves an opening on the Committee and that they have an application from Becky Krewson to fill the open position. Mayor Fortune asked for a motion to appoint Ms. Krewson to the Twin Oaks Park Committee. Alderman Eisenhower moved to appoint Ms. Krewson, seconded by Alderman Stoeckl. The motion passed by a voice vote.

DISCUSSION ITEMS

Boly Lane Entrance Landscaping: City Clerk Johnson stated that John Williams, Public Works, had proposed plantings at the Boly entrance. He asked for the Board’s thoughts on going forward with the plantings. The Board was in agreement for Mr. Williams to decide on the appropriate plantings and go ahead with the project.

ATTORNEY’S REPORT

Attorney Rost did not have anything to report at this time.

CITY CLERK'S REPORT

General Updates

Financial Consultant Search

- Staff will be reaching out to the Government Finance Officers Association as well as other municipalities to compile a list of potential accounting firms. These firms will then be contacted for informal interviews. Staff will also work on drafting an agreement or contract outlining the accounting services required by the City.

2020 Audit

- Held conference call on 4/19 with Jeff Blume and Allen Schulte to start planning for 2020 audit. Auditor fieldwork will be conducted in the next few weeks.

Potential Tenant for 1300 Meramec Station Road

- The City has been contacted by the Inland Realty, owner's of the former Shop n Save property, about a potential tenant that would occupy approximately half of the space remaining after the Aldi's development is complete. The name of the tenant was not disclosed.

Exposed Manhole near 141 Southbound Onramp

- There has been some back and forth between MSD and MoDOT on who's responsible for this. MoDOT plans to check the reference number on the manhole, which should help determine the responsible party. MoDOT has taken care of?

Drug Takeback Day

- The St. Louis County Police Department will be holding a Drug Takeback Day from 10 a.m. to 2 p.m. on April 24. Notice of the event will be posted on the City website and shared with residents.

Phone System Upgrade

- Phone system update is tentatively scheduled to go live on April 27th.
- Brainmill has updated the software used for the city's phone system. We are working on configuring it before going live. It will offer several useful new features and flexibility, such as automatic forwarding to city cell phones and an easily configurable auto attendant.

Project Updates

Resurfacing/Resealing of Park Paths

- Topps Asphalt resurfaced the park paths on March 29th and March 30th. The paths and pedestrian entrances gates were closed while this work was in progress. The contractor will return in approximately 90 days for the resealing of the paths.

Golden Oak Sinkhole

- MSD has scooped its sewer lines in the area and reports that there are no breaks or issues.
- Staff is moving forward with obtaining two more bids for the work, as the initial bid came in at \$6,950.

Electrical Repairs in the Park

- Maintenance Supervisor John Williams will meet with an electrician from J. Bathe Electric on April 30 to spend a day troubleshooting the wiring in the park. Anticipated cost is \$1,000.
- This will help the City obtain a more clear scope for the electric work that is needed in the park.

Twin Oaks Presbyterian Church Berm

- The review process continues with the County for the sitework permit. They have requested more additional information this week. BFA has talked with the County on what is required and feels it will be relatively simple to provide.

City Clerk Johnson also explained the Emergency Authority for Mulch Purchase. Staff ran into a problem securing bids for the mulch. It was felt that to secure a company to mulch the designated areas within the City in a timely and cost-effective manner an immediate decision needed to be made. City Clerk Johnson spoke with both Mayor Fortune and Alderman Eisenhower for approval of this expenditure.

City Clerk Johnson also reviewed the proposed newsletter for the City. He asked if the Aldermen had any suggestions to please contact him.

MAYOR AND ALDERMAN COMMENTS

Mayor Fortune reviewed the Zoom meeting with Alderman Tim Fitch of St. Louis County and the traffic engineers concerning the intersection at Big Bend and Meramec Station Road regarding the findings of the safety study of this intersection. Mayor Fortune stated that the St. Louis County did not find any safety issues with the intersection. Solutions or mediations were suggested to the County however the County officials would not agree to the suggestions at this time. Alderman Eisenhower stated that the engineers had data they were referring to during the meeting regarding the safety of the intersection. She requested a copy of this data but at this time had not received any information. She will continue to pursue this request.

Alderman Eisenhower thanked Cindy Slama for her years of service on the Park Committee.

Alderman Whitmore also thanked Ms. Slama for your time on the Park Committee. He would like to see the City do something to recognize Ms. Slama. Mayor Fortune felt that a

plaque would be appropriate and asked City Clerk Johnson to look into the purchase of the plaque.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

ADJOURNMENT

There being no further business, Alderman Milne motioned to adjourn the regular meeting at 8:06 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



CITY OF TWIN OAKS POLICE ACTIVITY REPORT April 2021

Radio CFS:	39
Self Initiated Assignments:	120
Police Reports Written:	6
Total Traffic Stops:	8

Arrests:

Felony	0
Misdemeanor	0
Summons (Arrest Notification)	0

Auto Accidents:

Injury	0
Non Injury	3

Locations: (2) Big Bend Rd and MO 141 Hwy, 1230 Big Bend Rd.

Crimes Reported:	3
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CIT at 800 block of Meramec Station and 1300 Big Bend Rd, Larceny at 1410 Big Bend Rd.

Patrol Bicycle Program:	13.1 hours
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DEA Drug Takeback Day:	28 lbs.
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CALLS FOR SERVICE LEGEND

Call Abbreviation

Explanation

AANO	Auto Accident "No Injuries"
AARB	Auto Accident "Road Block"
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
CURFEW	Curfew Violation
DETECT	Detector Sounding
DOA	Death
DOMEST	Domestic Disturbance
DRUG	Drug Violation
EXPAT	Extra Patrol
FALarm	Fire Alarm
FIRE	Fire Call
FPROP	Found Property
FTPAT	Foot Patrol
GARAGE	Open Garage door
INJURY	Person injured
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

Comp. #	Nature	Received	Address	City	Zone	Car #/DSN
NONE	EXPAT	04/01/21 11:00:36	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	HANGUP	04/01/21 12:49:43	1306 BOLY LN	TWO	5064	6760/3554
NONE	CCONT	04/01/21 14:42:31	1381 BIG BEND RD	TWO	5064	6760/3554
NONE	ANRUN	04/01/21 15:27:48	BOLY LN AND AUTUMN LEAF DR	TWO	5064	6760/3554
NONE	MUNI	04/01/21 19:07:48	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/01/21 20:56:56	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/01/21 21:00:58	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/01/21 22:31:06	84 TWO	TWO	5064	2703/4266
NONE	MUNI	04/02/21 00:10:23	84 TWO	TWO	5064	3701/4834
NONE	HEART	04/02/21 00:20:46	1549 AUTUMN LEAF DR	TWO	5064	3702/4278
NONE	MUNI	04/02/21 03:56:57	84 TWO	TWO	5064	3702/4278
NONE	EXPAT	04/02/21 08:57:54	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	04/02/21 13:25:39	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	04/02/21 14:59:56	1144 MERAMEC STATION RD	TWO	5064	6760/3554
NONE	MUNI	04/02/21 16:26:36	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/02/21 18:52:00	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/02/21 19:01:34	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	TRHAZ	04/02/21 21:35:47	BIG BEND RD AND MO141 HWY	TWO	5064	3703/3168
NONE	MUNI	04/02/21 22:03:07	84 TWO	TWO	5064	2703/4266
NONE	MUNI	04/03/21 00:29:16	84 TWO	TWO	5064	3703/3168
NONE	MUNI	04/03/21 04:52:42	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	04/03/21 05:01:44	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	BUSCK	04/03/21 05:02:17	1391 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/03/21 07:51:32	84 TWO	TWO	5064	1703/4032
NONE	MUNI	04/03/21 16:18:50	84 TWO	TWO	5064	2703/4045
NONE	TRF	04/03/21 16:40:39	MERAMEC STATION RD AND BIG BEND RD	TWO	5064	2703/4045
NONE	MUNI	04/03/21 20:34:56	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/04/21 01:14:39	84 TWO	TWO	5064	3703/3168
NONE	CALL	04/04/21 03:33:46	MO141 HWY AND BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/04/21 05:11:39	84 TWO	TWO	5064	3703/3168
NONE	MUNI	04/04/21 07:33:04	84 TWO	TWO	5064	1703/3468
NONE	SICK	04/04/21 08:41:23	816 MERAMEC STATION RD	TWO	5064	1703/3468
NONE	MUNI	04/04/21 09:36:19	84 TWO	TWO	5064	1703/3468
NONE	MUNI	04/04/21 17:09:43	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/04/21 21:45:13	84 TWO	TWO	5064	2703/4045

NONE	TRF	04/04/21 23:15:29	MO141 HWY AND BIG BEND RD	TWO	5064	3706/3102
NONE	MUNI	04/05/21 01:56:49	84 TWO	TWO	5064	3703/3168
NONE	SICK	04/05/21 04:07:52	816 MERAMEC STATION RD	TWO	5064	3703/3168
NONE	BIKE	04/05/21 10:31:17	1 TWIN OAKS CT	TWO	5064	6760/3554
12586	AANO	04/05/21 13:57:38	MO141 HWY AND BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	04/05/21 17:18:49	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/05/21 23:56:14	84 TWO	TWO	5064	3703/4368
NONE	MUNI	04/06/21 02:35:51	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	04/06/21 08:23:15	1381 BIG BEND RD	TWO	5064	6760/3554
NONE	BIKE	04/06/21 09:30:04	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	04/06/21 14:37:33	1457 BOLD LN	TWO	5064	6760/3554
NONE	RADAR	04/06/21 14:45:30	1413 BOLD LN	TWO	5064	6760/3554
NONE	EXPAT	04/06/21 16:53:30	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	CALL	04/06/21 17:33:07	MO141 HWY AND BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/06/21 17:38:46	84 TWO	TWO	5064	2703/4266
NONE	MUNI	04/06/21 20:08:16	84 TWO	TWO	5064	2703/4266
NONE	MUNI	04/06/21 22:21:15	84 TWO	TWO	5064	3703/4368
NONE	GO	04/07/21 06:20:14	MO141 HWY AND BIG BEND RD	TWO	5064	6546/
NONE	EXPAT	04/07/21 09:23:56	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	RADAR	04/07/21 09:45:15	CRESCENT AVE AND CRESCENT RD	TWO	5064	6760/3554
NONE	ADM	04/07/21 10:43:24	232 VANCE RD	VAL	5051	6760/3554
NONE	EXPAT	04/07/21 11:53:06	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	04/07/21 14:45:37	1 TWIN OAKS CT	TWO	5064	6760/3554
12897	CIT	04/07/21 14:59:32	818 MERAMEC STATION RD	TWO	5064	2703/4266
NONE	MUNI	04/07/21 16:23:14	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/07/21 17:25:55	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/07/21 18:16:10	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/07/21 19:34:19	84 TWO	TWO	5064	2703/4266
NONE	MUNI	04/08/21 00:14:23	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	04/08/21 04:01:36	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	04/08/21 04:02:15	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/08/21 04:06:09	84 TWO	TWO	5064	3703/3168
NONE	BUSCK	04/08/21 04:25:01	1391 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	04/08/21 09:32:20	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	RADAR	04/08/21 12:35:08	MO141 HWY AND BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	04/08/21 16:45:02	84 TWO	TWO	5064	2703/4266

NONE	EXPAT	04/08/21 17:05:30	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/08/21 19:20:31	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/08/21 20:03:28	84 TWO	TWO	5064	2703/4266
NONE	BUSCK	04/08/21 21:27:22	1393 BIG BEND RD	TWO	5064	3702/4888
NONE	EXPAT	04/08/21 22:02:13	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/09/21 05:03:50	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	04/09/21 05:15:24	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	BUSCK	04/09/21 05:15:53	1391 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	04/09/21 09:04:08	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BIKE	04/09/21 11:18:38	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MOTOR	04/09/21 11:23:29	CRESCENT AVE AND VALLEY SCHOOL DR	TWO	5064	6760/3554
NONE	BIKE	04/09/21 11:53:01	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	04/09/21 18:04:08	84 TWO	TWO	5064	2703/4045
NONE	ATSUI	04/10/21 01:36:06	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/10/21 02:44:04	84 TWO	TWO	5064	3703/3168
NONE	CALL	04/10/21 03:47:29	1300 BIG BEND RD	TWO	5064	3790/3602
NONE	MUNI	04/10/21 04:45:43	84 TWO	TWO	5064	3703/3168
NONE	TRHAZ	04/10/21 05:37:36	1393 BIG BEND RD	TWO	5064	1705/3053
NONE	TRHAZ	04/10/21 05:48:07	MO141 HWY AND BIG BEND RD	TWO	5064	/
NONE	MUNI	04/10/21 07:37:06	84 TWO	TWO	5064	1703/4032
NONE	EXPAT	04/10/21 08:39:26	1356 BIG BEND RD	TWO	5064	6760/3554
NONE	RADAR	04/10/21 09:51:55	CRESCENT AVE AND VALLEY SCHOOL DR	TWO	5064	6760/3554
NONE	EXPAT	04/10/21 11:22:06	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	RADAR	04/10/21 11:41:30	CRESCENT AVE AND CRESCENT RD	TWO	5064	6760/3554
NONE	EXPAT	04/10/21 13:16:27	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	04/10/21 13:47:22	1393 BIG BEND RD	TWO	5064	6760/3554
NONE	SICK	04/10/21 15:09:23	816 MERAMEC STATION RD	TWO	5064	6760/3554
NONE	MUNI	04/10/21 16:19:53	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/10/21 21:14:43	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/10/21 23:16:48	84 TWO	TWO	5064	3703/4368
NONE	MUNI	04/11/21 02:34:26	84 TWO	TWO	5064	3703/4368
NONE	MUNI	04/11/21 07:11:48	84 TWO	TWO	5064	1703/4032
NONE	MUNI	04/11/21 17:43:38	84 TWO	TWO	5064	2703/4045
13467	AANO	04/11/21 19:48:25	1230 BIG BEND RD	TWO	5064	2703/4045
NONE	MUNI	04/11/21 20:14:18	84 TWO	TWO	5064	3703/4368
NONE	MUNI	04/11/21 22:38:34	84 TWO	TWO	5064	3703/4368

NONE	MUNI	04/12/21 01:17:42	84 TWO	TWO	5064	3701/4834
NONE	MUNI	04/12/21 07:17:28	84 TWO	TWO	5064	1703/3738
NONE	DOMEST	04/12/21 07:38:50	1300 BIG BEND RD	TWO	5064	1703/3738
NONE	ALRM	04/12/21 10:58:21	1141 MERAMEC STATION RD	TWO	5064	1702/4519
NONE	MUNI	04/12/21 11:20:56	84 TWO	TWO	5064	1703/3738
NONE	MUNI	04/12/21 16:29:49	84 TWO	TWO	5064	2703/4266
NONE	MUNI	04/12/21 19:50:49	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/12/21 20:55:31	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/12/21 21:01:51	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/13/21 00:43:58	84 TWO	TWO	5064	3703/3168
NONE	BUSCK	04/13/21 01:24:14	1391 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	04/13/21 02:56:03	1010 MERAMEC STATION RD	TWO	5040	3731/4434
NONE	MUNI	04/13/21 05:10:53	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	04/13/21 08:44:30	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	04/13/21 15:13:04	1300 BIG BEND RD	TWO	5064	6760/3554
13719	BGALRM	04/13/21 15:57:46	839 MERAMEC STATION RD	TWO	5064	2701/4330
NONE	MUNI	04/13/21 16:07:56	84 TWO	TWO	5064	2701/4330
NONE	HANGUP	04/13/21 17:23:10	1393 BIG BEND RD	TWO	5064	2701/4330
13742	AANO	04/13/21 17:55:47	MO141 HWY AND BIG BEND RD	TWO	5064	2702/4640
13766	CIT	04/13/21 19:10:57	1300 BIG BEND RD	TWO	5064	2702/4640
NONE	CWELF	04/13/21 19:28:53	1300 BIG BEND RD	TWO	5064	6735/3763
NONE	TRF	04/13/21 22:40:20	MO141 HWY AND BIG BEND RD	TWO	5064	3702/4895
NONE	MUNI	04/14/21 01:17:16	84 TWO	TWO	5064	3703/3168
NONE	BUSCK	04/14/21 02:27:19	1391 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	04/14/21 02:27:43	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/14/21 05:03:20	84 TWO	TWO	5064	3703/3168
NONE	ADM	04/14/21 09:45:21	232 VANCE RD	UNI	5051	6760/3554
NONE	BIKE	04/14/21 10:40:41	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	RADAR	04/14/21 12:30:28	MO141 HWY AND BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	04/14/21 14:36:56	1300 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	04/14/21 14:59:11	1393 BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	04/14/21 16:03:52	84 TWO	TWO	5064	2703/4266
NONE	AARB	04/14/21 16:16:02	MO141 HWY AND BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/14/21 18:53:02	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/14/21 18:59:34	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/14/21 20:36:17	84 TWO	TWO	5064	2703/4266

NONE	EXPAT	04/14/21 23:20:56	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	BUSCK	04/14/21 23:22:57	1391 BIG BEND RD	TWO	5064	3703/3168
NONE	BGALRM	04/15/21 00:27:33	806 MERAMEC STATION RD	TWO	5064	3703/3168
NONE	MUNI	04/15/21 00:38:07	84 TWO	TWO	5064	3703/3168
NONE	GARAGE	04/15/21 00:56:14	316 CRESCENT AVE	TWO	5051	3703/3168
NONE	MUNI	04/15/21 04:58:34	84 TWO	TWO	5064	3703/3168
NONE	ADM	04/15/21 08:52:36	232 VANCE RD	UNI	5051	6760/3554
NONE	MUNI	04/15/21 09:15:48	84 TWO	TWO	5064	1703/2887
NONE	ADM	04/15/21 12:47:24	232 VANCE RD	VAL	5051	6760/3554
NONE	MUNI	04/15/21 17:04:28	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/15/21 21:36:59	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/15/21 23:54:28	84 TWO	TWO	5064	3703/3168
NONE	MUNI	04/16/21 05:00:55	84 TWO	TWO	5064	3703/3168
NONE	MUNI	04/16/21 07:33:19	84 TWO	TWO	5064	1703/2887
NONE	MUNI	04/16/21 09:40:35	84 TWO	TWO	5064	1703/2887
NONE	TR	04/16/21 15:17:56	MO141 HWY AND BIG BEND RD	TWO	5064	2703/4587
NONE	CWELF	04/16/21 15:26:04	1391 BIG BEND RD	TWO	5064	2703/4587
NONE	DRUNK	04/16/21 18:17:30	1358 BIG BEND RD	TWO	5064	2703/4587
NONE	MUNI	04/16/21 19:24:03	84 TWO	TWO	5064	2703/4587
NONE	MUNI	04/16/21 20:38:32	84 TWO	TWO	5064	2703/4587
NONE	MUNI	04/16/21 22:21:02	84 TWO	TWO	5064	2703/4587
NONE	MOTOR	04/16/21 23:10:43	MO141 HWY AND BIG BEND RD	TWO	5064	3701/4834
NONE	MUNI	04/17/21 16:26:00	84 TWO	TWO	5064	2702/4640
NONE	BUSCK	04/17/21 17:03:09	1393 BIG BEND RD	TWO	5064	2701/3848
NONE	SICK	04/17/21 20:34:07	816 MERAMEC STATION RD	TWO	5064	2702/4640
NONE	MUNI	04/18/21 07:42:24	84 TWO	TWO	5064	1703/4032
NONE	ASLT	04/18/21 14:55:21	1366 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/18/21 16:42:06	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/18/21 18:52:55	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/18/21 20:12:24	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/18/21 22:00:46	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	TRF	04/18/21 22:04:13	MO141 HWY AND BIG BEND RD	TWO	5064	3731/4861
NONE	BGALRM	04/18/21 23:03:09	806 MERAMEC STATION RD	TWO	5064	3703/4627
NONE	MUNI	04/19/21 00:02:43	84 TWO	TWO	5064	3703/4627
NONE	ADM	04/19/21 07:54:17	232 VANCE RD	UNI	5051	6760/3554
NONE	BIKE	04/19/21 12:33:25	1 TWIN OAKS CT	TWO	5064	6760/3554

NONE	MUNI	04/23/21 12:58:00	84 TWO	TWO	5064	1703/4032
NONE	DPROPJ	04/23/21 14:20:48	1340 BIG BEND RD	TWO	5064	2703/4266
NONE	ODOR	04/23/21 14:38:26	70 CRESCENT AVE	TWO	5064	2703/4266
NONE	MUNI	04/23/21 17:43:37	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/23/21 19:00:48	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/23/21 20:34:17	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/23/21 21:15:43	84 TWO	TWO	5064	3703/4368
NONE	MUNI	04/23/21 23:28:18	84 TWO	TWO	5064	3703/4368
NONE	MUNI	04/24/21 03:29:50	84 TWO	TWO	5064	3701/4627
NONE	EXPAT	04/24/21 08:09:55	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	04/24/21 08:42:49	1410 BIG BEND BLVD S	RMH	3007	6760/3554
NONE	PCR	04/24/21 09:14:42	1381 BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	04/24/21 16:21:24	84 TWO	TWO	5064	2703/4266
NONE	MUNI	04/24/21 19:41:18	84 TWO	TWO	5064	2703/4266
NONE	BUSCK	04/24/21 22:15:51	1391 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	04/24/21 22:16:36	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/24/21 23:27:17	84 TWO	TWO	5064	3703/3168
NONE	PDIST	04/25/21 00:13:27	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/25/21 01:51:41	84 TWO	TWO	5064	3703/3168
NONE	GO	04/25/21 03:32:11	MO141 HWY AND BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/25/21 03:44:35	84 TWO	TWO	5064	3703/3168
NONE	MUNI	04/25/21 05:07:06	84 TWO	TWO	5064	3703/3168
NONE	SICK	04/25/21 06:27:59	816 MERAMEC STATION RD	TWO	5064	1702/4032
NONE	SICK	04/25/21 13:18:26	1393 BIG BEND RD	TWO	5064	1701/4460
NONE	SUSVEH	04/25/21 16:43:53	1301 WOODLAND OAKS DR	TWO	5064	2703/4266
NONE	MUNI	04/25/21 16:57:29	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/25/21 17:09:39	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	04/25/21 19:55:13	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	04/25/21 20:02:18	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/25/21 22:16:10	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	BUSCK	04/25/21 23:12:25	1391 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	04/25/21 23:14:05	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	04/25/21 23:15:28	84 TWO	TWO	5064	3703/3168
NONE	MUNI	04/26/21 03:47:14	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	04/26/21 04:37:53	1300 BIG BEND RD	TWO	5064	3701/4560
NONE	EXPAT	04/26/21 04:38:02	1300 BIG BEND RD	TWO	5064	3701/4560

NONE	TRHAZ	04/26/21 08:33:37	BIG BEND RD AND MERAMEC STATION RD	TWO	5064	1703/4032
NONE	MUNI	04/26/21 08:58:36	84 TWO	TWO	5064	1703/4032
NONE	AANO	04/26/21 15:07:44	BIG BEND RD AND MERAMEC STATION RD	TWO	5064	/
NONE	MUNI	04/26/21 17:01:29	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/26/21 20:56:02	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/26/21 23:22:09	84 TWO	TWO	5064	3703/4368
NONE	MUNI	04/27/21 01:39:15	84 TWO	TWO	5064	3703/4368
NONE	ADM	04/27/21 08:17:08	232 VANCE RD	UNI	5051	6760/3554
NONE	EXPAT	04/27/21 10:26:52	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	INV	04/27/21 11:27:36	858 MERAMEC STATION RD	TWO	5064	1703/4032
NONE	ADM	04/27/21 13:53:36	232 VANCE RD	VAL	5051	6760/3554
NONE	EDP	04/27/21 15:54:44	1592 AUTUMN LEAF DR	TWO	5064	2703/4045
NONE	TRF	04/27/21 16:32:09	MO141 HWY AND BIG BEND RD	TWO	5064	2731/3777
NONE	MUNI	04/27/21 16:50:45	84 TWO	TWO	5064	2703/4045
NONE	BUSCK	04/27/21 17:57:27	1346 BIG BEND RD	TWO	5064	2703/4045
NONE	MUNI	04/27/21 20:11:22	84 TWO	TWO	5064	2703/4045
NONE	MUNI	04/27/21 21:33:10	84 TWO	TWO	5064	3703/4368
NONE	MUNI	04/28/21 02:07:00	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	04/28/21 10:18:56	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	RADAR	04/28/21 10:55:15	CRESCENT AVE AND CRESCENT RD	TWO	5064	6760/3554
NONE	TRF	04/28/21 11:02:46	GOLDEN OAK CT AND CRESCENT AVE	TWO	5064	6760/3554
NONE	TRHAZ	04/28/21 13:37:38	CRESCENT RD AND LAWS CT	TWO	5051	6760/3554
NONE	EXPAT	04/28/21 15:02:06	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	04/28/21 17:08:56	84 TWO	TWO	5064	2703/4045
NONE	AAUNK	04/28/21 21:31:14	MO141 HWY AND BIG BEND RD	TWO	5064	2703/4045
NONE	TRHAZ	04/28/21 22:12:40	1429 AUTUMN LEAF DR	TWO	5064	2703/4045
NONE	SUSPER	04/28/21 22:55:53	1429 AUTUMN LEAF DR	TWO	5064	/
NONE	MUNI	04/28/21 23:04:21	84 TWO	TWO	5064	2703/4045
NONE	SICK	04/29/21 01:58:12	1300 BIG BEND RD	TWO	5064	3702/4278
NONE	MUNI	04/29/21 03:05:29	84 TWO	TWO	5064	3701/4834
NONE	TRF	04/29/21 07:26:03	MO141 HWY AND BIG BEND RD	TWO	5064	1732/3033
NONE	EXPAT	04/29/21 09:49:37	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	RADAR	04/29/21 11:56:03	MO141 HWY AND BIG BEND RD	TWO	5064	6760/3554
NONE	BIKE	04/29/21 12:53:51	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	04/29/21 16:00:44	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	04/29/21 19:24:09	1393 BIG BEND RD	TWO	5064	2703/4266

NONE	MUNI	04/29/21 22:16:01	84 TWO	TWO	5064	2703/4266
NONE	SUSVEH	04/30/21 03:03:55	858 MERAMEC STATION RD	TWO	5064	3702/4278
NONE	MUNI	04/30/21 03:12:43	84 TWO	TWO	5064	3701/4834
NONE	MUNI	04/30/21 07:36:34	84 TWO	TWO	5064	1703/2887

RESOLUTION NO. 2021-11

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH TOPPS PAVING AND SEALING LLC FOR STREET
EXCAVATION AND REPAIR.**

**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 Topps Paving and Sealing, LLC, for services relating to the excavation and repair of approximately eighteen (18) square yards of asphalt street 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 5th DAY OF MAY 2021, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

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 **Topps Paving and Sealing, LLC**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 11502 Dorsett Road, Maryland Heights, Missouri 63043.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services related to the excavation and repair of asphalt street surfaces, 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: *Excavation and Repair of Approximately 18 Square Yards of Asphalt Street at 6 Golden Oak Court, Twin Oaks, MO 63088.*

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: \$3,459.00

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 _____, 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 \$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.

TOPPS PAVING AND SEALING, LLC

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

Topps Paving & Sealing, LLC.
11502 Dorsett Road
Maryland Heights, MO 63043
PH: (314) 705-8061
Fax: (314) 739-7258

Proposal submitted to:
City of Twin Oaks
1381 Big Bend Blvd
Ballwin, MO 63021

Date: 4/26/2021
Jobsite: Sinkhole at 6 Golden Oak Ct, 63088
Phone: 314-574-7152
Email: jwilliams@villageoftwinoaks.org

We hereby propose to furnish labor and materials necessary to complete the following work:

SCOPE OF WORK: EXCAVATE (1) AREA(S) AT APPROXIMATELY (18) SQUARE YARDS.

DIG RITE: Contact 1-800-Dig-Rite to find all utilities in excavation area.

EXCAVATION: Machine excavate asphalt to sub-base to achieve stable sub-grade and haul away debris.

ROCK: Install up to (8) inches of 1" minus to form stable base.

TYPE C-MIX: Install Type C - Mix Hot Asphalt using mechanical spreader and hand luting.

COMPACTION: Compact asphalt to smooth and even finish with a 3 - 5 ton power tandem roller.

FINISH ROLL: After initial compaction with heavy roller, surface to be finish rolled with 1-2 ton roller to create smooth surface.

EDGES: Milled edges to be finished with SS-1 and crushed Trap Rock to prevent peel up.

NOTE: Per customer, this excavation will be partially exploratory to find root of issue. additional excavation will be billed at \$200 per square yard up to a depth of 18 inches.

ASPHALT IMPROVEMENTS: \$ 3,459

Topps Paving & Sealing, LLC. is Fully Insured for your protection.

**PAYMENT DUE UPON COMPLETION
NOTICE TO OWNER**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Respectfully Submitted

Marc Janitch

Total \$ _____

Date _____ Signature: X _____

City of Twin Oaks - Your Business Is Greatly Appreciated

(Note--This proposal may be withdrawn by us if not accepted within 30 days. Call for quote after this time period)
Please provide a **day contact number** where you can be reached upon acceptance of this contract.

Work # (_____) - Cell # (_____) - _____

ACCEPTANCE: This process must be signed and returned before any field work can commence and it expires thirty (30) days from the date hereof and may be accepted at any later date at the sole option of Ropes Flaying & Sealing LLC, hereinafter referred to as contractor. Upon receipt it is understood the foregoing, including the terms, conditions and notices set forth herein, will constitute the full and complete agreement between us.

COMMENCEMENT OF WORK: If Contractor is delayed in the performance of the Work by any act or omission of Owner or any employee, agent, or subcontractor of Owner, or by any Change Order, any strike or other labor dispute, or unavoidable casualty, unusual weather conditions, or any other cause within the Contractor's control, the time for completion shall be extended for a period equal to the length of such delay. Contractor will not be held liable for loss, damage, or delay occasioned by materials, storage, inclement weather, strikes, labor disputes, inadequate site conditions or any other cause beyond the reasonable control of Contractor. Contractor shall be granted unimpeded access to perform its scope of work. Contractor shall be compensated for delays due to others at the project site.

UNFORESEEN CONDITIONS: Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in existing structures be discovered with the conditions indicated by the Plans and Specifications or other written instruments or documents provided by Owner or Owner's Architect/Engineer, or should an unknown physical condition below the surface of the ground or should concealed or unknown conditions in existing structures of an unusual nature, offering materiality from those conditions or conditions in work of the structure provided to be built, be encountered, Contractor may require the Contract Sum and the time of completion to be equitably adjusted upon written claim made within thirty (30) days after Contractor's first observation of the condition. If Owner does not approve Contractor's claim within ten (10) days after its receipt, Contractor shall have the right to stop all work until Owner & Contractor agree upon appropriate adjustments.

NOTE: Excavation of existing asphalt is to be 2-3" depth of removal. Asphalt to exist on existing 7" because of unforeseen overlay or other reason will be billed to Owner to compensate Contractor appropriately for any additional expenses incurred from excavating beyond 3" depth and an appropriate margin of profit as based on the job title.

PRICES: This proposal is based on labor, material and equipment costs on the date hereof and is subject to all changes in price on a dollar for dollar basis. In addition, material incurred or occurring after the proposed bid date and prior to contract execution. Contractor shall be compensated for work performed at the site or within radius of work or owner's representative to which work is within the scope of work.

CONTRACT SUM-PAYMENT: As payment for Contractor's Work hereunder, Owner shall pay Contractor the Contract Sum in cash or by good check pursuant to the following procedure: Payment shall be based on Contractor's invoices and shall be made immediately after Contractor's submission of its invoice. Owner, Contractor may obtain progress payments before completion of the Work upon preparing and submitting appropriate invoices to Owner. No payment shall be made until the acceptance of completed paving work. No portion of the Contract Sum shall be retained for any reason. A late payment charge of 1 and 1/2% per month (18% annually) will be added on any overdue amount past 7 days. Owner agrees to pay the finance charge on any outstanding balance, and all reasonable attorney's fees, and other costs and expenses incurred in any suit or other legal action to enforce the terms of the contract. No more than 10% of the contract price may be withheld from payment due to disputes or workmanship of the scope of services. If the Project is not ready for commencement of the Work, or if Contractor has not received Notice to Proceed, on or before the proposed commencement date set forth on the front side of this document, the Contract Sum shall be increased by a total increase, incurred by Contractor above the prices available to Contractor as of that date.

ADDITIONAL OBLIGATIONS OF OWNER: Owner further agrees:

- A. To secure and pay for necessary approvals, assessments, assessments and charges required for the construction, use or occupancy of permanent structures or facilities, or for permitted changes in existing structures or facilities.
- B. To be responsible for loading and orderly marking all underground utilities and other underground or concealed structures, facilities, and obstacles. Contractor shall be compensated for any costs resulting from damage to such underground items not adequately marked and called to the attention of the contractor.
- C. To be mainly responsible for loading and orderly marking all other underground or concealed structures, facilities, and obstacles. Contractor shall be compensated for any costs resulting from damage to such underground items not adequately marked and called to the attention of the contractor.
- D. To be mainly responsible for loading and orderly marking all other underground or concealed structures, facilities, and obstacles. Contractor shall be compensated for any costs resulting from damage to such underground items not adequately marked and called to the attention of the contractor.
- E. To secure and pay all permits and government fees, licenses and inspections necessary for the completion of work.

CLEARING: Contractor shall be compensated for moving of materials, debris and obstacles from the work area, unless specifically noted otherwise in the scope of work, and if such work is necessary for contractor to do the contract work.

GRADS: Subgrade elevations are to be brought within plus or minus one (1) inch by others unless specifically noted otherwise in the scope of work before the contracting crews move in. If it is necessary for the contractor to remove excess overburden or add fill to said work areas over and above said limits, contractor shall be compensated for such extra work and materials. Contractor is not responsible for leveling or adjusting grades adjacent to its work unless specifically noted in the scope of work.

LINE & LEVEL: Owner shall be responsible for all survey lines and grade elevations necessary for contractor to locate and install its work unless specifically noted otherwise in the scope of work. Contractor may rely on such lines and levels as obtained.

SUBGRADE CONDITIONS: Owner shall be responsible for subgrade conditions and degree of compaction. Contractor shall not be held responsible for paving defects resulting from subgrade pumping or settling under normal construction paving conditions.

SITE CONDITIONS: Contractor shall be relieved of all responsibility when ordered by owner to install work, when in the contractor's stated opinion, the temperature, weather, soil or fill conditions are unworkable and said conditions may have a detrimental effect on the finished installation.

DRAINAGE: Contractor shall make a reasonable effort to install the work to avoid puddles or ponding water. Contractor shall not be held responsible for puddles or ponding water where insufficient slope (normally 3/16" per foot) or grading exists, or for surface tolerance less than 24" in length and horizontal distance.

INDEPENDENT CONTRACTOR: In performing its obligations hereunder, Contractor shall be deemed an independent contractor and not an agent or employee of Owner. Contractor understands that as an independent contractor, it is subject to all applicable income tax withholding and unemployment compensation laws.

TERMINATION OF AGREEMENT: This Agreement may be terminated in the following instances:

- (i) Owner becomes insolvent, a petition in bankruptcy is filed by or against Owner, Owner makes a general assignment for the benefit of its creditors, or a receiver is appointed for Owner;
- (ii) Owner fails to make payment of any part of the Contract Sum as provided hereof;
- (iii) Contractor elects to terminate this Agreement because the Contractor and Owner are unable to agree to adjustments under the provisions hereof;
- (iv) Performance of the Work is prohibited, prevented or substantially impeded for a period of thirty (30) days or more under an Order of any Court or other public authority having jurisdiction, or as a result of any act of government, or as a result of any interference of the nature caused by Owner, Owner's Architect/Engineer, or any of their agents, servants, employees or contractors; or
- (v) Owner defaults in the performance of any other contract or condition hereunder, and fails to remedy such default within fifteen (15) days after receipt of written notice thereof from Contractor, then Contractor may terminate this Agreement by giving written notice thereof to Owner. Upon such termination, Contractor may remove all of its equipment, tools and machinery from the Project site and may recover from Owner payment for all Work performed through and including the date of termination and may recover from Owner all losses sustained as a direct result of any breach by Owner, including Contractor's lost profits.

ADDITIONAL GUARANTEE

Contractor hereby warrants and guarantees to Owner in lieu of all other warranties express or implied, that all Work shall be of good quality, free from faults or defects, and in conformity with the Plans and Specifications. It being understood that this warranty and guarantee shall remain in effect only for a period of ninety (90) days from and after the date of Completion of the Work. Contractor agrees to repair or replace, at its expense, any defects in the Work which appear within said period of ninety (90) days. Notwithstanding the foregoing, the Contractor shall not be responsible for, and the foregoing guarantee is exclusive of, the following:

- (a) Contractor shall not be held liable for future defects caused by subsidence, failure of the subgrade, inadequate design, hydrostatic pressure, overloading, abuse, or misuse of the paving by others, temperature and reflective cracking and/or subgrade shrinkage;
- (b) accumulation of water in Plans, and exceeding job specifications for less than one percent (1%) perfect fill;
- (c) reflective cracks due to concrete coverages;
- (d) damages or defects resulting from Owner's failure to provide all required stages of bedding;
- (e) damages or defects resulting from cracking when unknown or improper balances;
- (f) damages or defects resulting from gas, oil, or other substances that disperse asphalt;
- (g) damages or defects that result from eating of utility lines or bedfills of any kind;
- (h) damages or defects that result from snow removal, or from rollers or drums used in preparing snow;
- (i) damages or defects which result from power steering, scuffing or road usage; and
- (j) damages or defects resulting from any unknown or unforeseen causes or conditions such as unknown underground utilities, underground caverns, underground waterways, tree roots, etc.

**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.

A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH VINCE MARTIN FOR MUSICAL ENTERTAINMENT DURING THE 2021 CONCERT 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 on behalf of the City of Twin Oaks, a services contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, with Vince Martin for a 2-hour musical entertainment show, to be provided on September 24, 2021 at the concert in Twin Oaks Park for a total cost of \$775.00 and 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 5th DAY OF MAY 2021, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

**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 **Vince Martin**, an individual, hereinafter referred to as "Contractor," with a business mailing address of 6409 Arthur Avenue, St. Louis, MO 63139;

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for a live performance by **The Vince Martin Trio** on Friday, September 24, 2021 from 6:30 until 8:30 p.m. (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: *Concert in Twin Oaks Park.*

Except as expressly specified herein, Contractor hereby agrees to provide all of the talent, musical instruments, sound equipment, 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 services, which are generally described as two (2) hours of musical entertainment for the Twin Oaks Concert in the Park and as more particularly described in the attached **Exhibit A**, incorporated herein (the "Services").

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

II. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto as follows:

\$775.00

III. TIME AND MANNER OF PAYMENTS

Payment of the \$775.00 fee for the Services shall be made by City in two (2) equal payments of \$387.50; the first of which shall be paid upon full execution of this Agreement and the second upon completion of the Services on the day of the event.

IV. CONTRACT SCHEDULE

Time is of the essence. Contractor shall arrive on the day of the show in sufficient time to be set up and ready to start promptly at 6:30 p.m.

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

VINCE MARTIN

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 as acceptable to the City. 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 Services, 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 Services. The City may waive this requirement.

Changes. No change in this Contract shall be made except in writing prior to the change in the Services or terms being performed. The Contractor shall make any and all changes in the Services 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 Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. 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 Services.

No Services 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 Services 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 Services.

**EXHIBIT A
Proposal**

Vince Martin

From: Vince Martin
6409 Arthur Ave
St. Louis, Mo. 63138

Invoice To: City of Twin Oaks
c/o Janet Hestrid
1993 Big Bend Road Ste F
Balkwin, Mo. 63021

Invoice ID: September 24, 2021
Issue Date: April 21, 2021
PO Number:
Due Date: On Receipt

Subject: City of Twin Oaks Park Concert

Description	Quantity	Unit Price	Amount
Musical Entertainment Sept 24 2021 WMartin trio at Twin Oaks Park	1		\$775.00
(Contact person:) Janet Tucker 914-844-1235 50% due on receipt of			0.00
invoice. Balance due September 24, 2021			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal			\$775.00
Discount (0.25 - 25%)			0.00
Amount Due			\$775.00

Notes
Please make check payable to: Vince Martin. Thank you for your business!!



City Clerk's Report

City of Twin Oaks, Board of Alderman

April 30, 2021

General Updates

Playground Guidelines

- The COVID guidelines for use of the playground and other park facilities have been updated to reflect the latest guidance from the CDC. The updated policy has been posted on the website and at the bulletin board at the park. Staff is also working to create revised versions of the yard signs by the playground as well.

Crescent Road Footbridge

- The recent heavy rains washed the bridge away. The water level was high enough that it floated the bridge downstream. Maintenance Supervisor John Williams contracted Jason Sohn on Wednesday to move the bridge over to a common area on Laws Ct. (with permission). It will be reinstalled and raised up to protect against further wash outs.

Financial Consultant Search

- Staff will be reaching out to the Government Finance Officers Association as well as other municipalities to compile a list of potential accounting firms. These firms will then be contacted for informal interviews. Staff will also work on drafting an agreement or contract outlining the accounting services required by the City.

Project Updates

Curb Repairs for Autumn Leaf

- The curb repair work in the condominiums on Autumn Leaf is scheduled for May 2-3.

Concrete Pad Replacements

- The replacement of the sinking concrete bench pads in the park is scheduled for May 4.

Electrical Repairs in the Park

- Maintenance Supervisor John Williams met with an electrician from J. Bathe Electric on April 30 to troubleshoot the wiring in the park. The electrician was able to identify and fix several issues at a lower-than-anticipated cost of \$409.
- Williams believes that this may have solved the main problems we were experiencing with the park's electrical systems and recommends monitoring the system's performance before doing any further work.

Twin Oaks Presbyterian Church Berm

- BFA is currently working on the additional items requested from St. Louis County and expects to have them delivered the week of May 3rd.
- The review process continues with the County for the sitework permit. They have requested more additional information on April 19. BFA has talked with the County on what is required and feels it will be relatively simple to provide.